



## **ANKENY CITY COUNCIL**

### **Regular Meeting**

**Tuesday, January 16, 2024**

**5:30 PM**

**Ankeny Kirkendall Public Library - City Council Chambers**

**1250 SW District Drive, Ankeny, Iowa**

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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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: none**

**A. PUBLIC FORUM: none**

**B. APPROVAL OF AGENDA:**

1. Approval of the January 16, 2024 Agenda

**Action# B1-1. Consider motion to approve and accept the January 16, 2024 agenda, with or without amendment.**

**C. PUBLIC HEARING(S):**

1. PH 2024-02 Proposed 2024 PCC Reconstruction Program - NW Westwood Street

**Action# C1-1. Consider motion to close Public Hearing 2024-02.**

**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 2, 2024, as published, subject to correction, as recommended by the City Clerk.

**CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of December 19, 2023.

**CA - 3** Receive and file minutes of the Civil Service Commission meeting of November 13, 2023.

- **Licenses and Permits**

**CA - 4** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

- **Finance/Budget**

**CA - 5** Consider motion to receive and file Financial Reports for December 2023.

**CA - 6** Consider motion to receive and file Building Permit Report for December 2023.

**CA - 7** Consider motion to receive and file Utility Billing Report for December 2023.

**CA - 8** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$100,000.00 with Foth Infrastructure and Environment, LLC (Foth), for construction services on the North Four Mile Creek Trunk Sewer - Phase 2 Project.

**CA - 9** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$11,790.00 with McClure Engineering Company for additional design and construction engineering services due to utility conflicts on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

**CA - 10** Consider motion to approve Payment #1 in the amount of \$27,066.45 to Alpha Landscapes, for construction services on the N Ankeny Boulevard and 18th Street Landscape Improvements project.

**CA - 11** Consider motion to approve Payment #9 in the amount of \$19,597.00 to Civil



Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

- CA - 12** Consider motion to approve Payment #8 in the amount of \$1,358.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
- CA - 13** Consider motion to approve Payment #35 in the amount of \$49,724.24 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 14** Consider motion to approve Payment #6 in the amount of \$226,919.29 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
- CA - 15** Consider motion to approve Payment #36 in the amount of \$3,350.77 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 16** Consider motion to approve Payment #13 in the amount of \$37,185.07 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
- CA - 17** Consider motion to approve Payment #9 in the amount of \$19,886.31 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
- CA - 18** Consider motion to approve the January 16, 2024 Accounts Payable.

- **Personnel Items**

- CA - 19** Consider motion to accept the Civil Service Commission certified list for promotion to: Combination Inspector II, subject to passing any further departmental requirements.

- **Community Development Items**

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

- **Capital Improvement Projects**

- CA - 24** **Flashing Beacon & RRFB Installation**: Consider motion to approve: a)

Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$66,300.00; and c) Final Payment in the amount of \$62,985.00; and Retainage Payment in the amount of \$3,315.00.

**CA - 25** Consider motion to adopt **RESOLUTION** ordering construction on the NW 36th Street and NW Weigel Drive HMA Resurfacing project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/13/24 @ 10:30 A.M. / date of hrg: 2/19/24 @ 5:30 P.M.)

**CA - 26** Consider motion to adopt **RESOLUTION** ordering construction on the SE 3rd Street Utility Improvements - Phase 2 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/13/24 @ 10:30 A.M. / date of hrg: 2/19/24 @ 5:30 P.M.)

**CA - 27** Consider motion to adopt **RESOLUTION** ordering construction of Fire Station No. 4 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 02/13/24 @ 10:30 A.M. / date of hrg: 02/19/24 @ 5:30 P.M.)

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-27

**Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-27.**

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

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

**H. LEGISLATIVE BUSINESS:**

- **Approval of Ordinances: - none**

**I. OLD BUSINESS: none**

**J. NEW BUSINESS:**

1. Proposed 2024 PCC Reconstruction Program - NW Westwood Street (PH 2024-02)

**Action# J1-1.**

**Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$700,760.00; 2) receive and file report of bids received January 9, 2024; 3) adopt RESOLUTION making award of construction contract with Sternquist Construction, Inc. in the amount of \$508,809.85; and 4) adopt RESOLUTION approving contract and bonds with Sternquist Construction, Inc. in the amount of \$508,809.85.**

2. Proposed "Revitalize Iowa's Sound Economy" Application to the Iowa Department of Transportation for Metro North Business Park expansion.

**Action# J2-1. Consider motion to adopt RESOLUTION endorsing a grant application for funding through the Iowa Department of Transportation's "Revitalize Iowa's Sound Economy" (R.I.S.E.) program for the Metro North Business Park expansion.**

3. 2024 Watercrest Park Expansion  
Professional Services Agreement with Snyder & Associates

**Action# J3-1. Consider motion to approve the Professional Services Agreement with Snyder & Associates for design, bidding phase and construction administration services on the Watercrest Park Expansion Project in an amount not to exceed \$59,500.00 and authorize the Mayor to execute said Agreement.**

**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 - 1/19/24 @ 8:30 a.m.***
- ***Public Hearing - Permanent Electric Easement - MEC - NW Elevated Water Storage Tank - 2/5/24 @ 5:30 p.m.***
- ***Public Hearing - SW Oralabor & SW Edgewood Lane Intersection Improvements - 2/5/24 @ 5:30 p.m.***
- ***Public Hearing - rezone – Old Dominion Freight Line West PUD - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - amendment - 2040 Ankeny Comp Plan Future Land Use Map - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - rezone – Hope Kimberley Phase 2 Area A - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - rezone – Hope Kimberley Phase 2 Area B - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - NW 36th St & NW Weigel Dr HMA Resurfacing - 2/19/24 @ 5:30 p.m.***
- ***Public Hearing - SE 3rd St Utility Improvements - Phase 2 - 2/19/24 @ 5:30 p.m.***
- ***Public Hearing - Fire Station No. 4 - 2/19/24 @ 5:30 p.m.***

**L. ADJOURNMENT**

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

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

Meeting ID: 973 1299 2966  
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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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|                                   |
|-----------------------------------|
| ATTACHMENTS:                      |
| <a href="#">Click to download</a> |
| No Attachments Available          |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the January 16, 2024 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** <span style="line-height: 107%;">Consider motion to approve and accept the January 16, 2024 agenda, with or without amendment.</span>

ADDITIONAL INFORMATION:



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ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Public Hearing

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

PH 2024-02: Proposed 2024 PCC Reconstruction Program - NW Westwood Street

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EXECUTIVE SUMMARY:

The 2024 PCC Reconstruction Program – NW Westwood Street project includes pavement reconstruction and minor utility improvements along NW Westwood Street from just north of NW 5<sup>th</sup> Street to just south of NW 9<sup>th</sup> Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,600 SY of 7” thick PCC Class C-SUD street pavement and 550 SY of 6” thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor adjustments to existing storm sewer structures, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 9, 2024. Eleven (11) bids were received as follows:

1. Sternquist Construction, Inc. \$508,809.85
2. All Star Concrete, LLC \$515,780.50
3. Concrete Technologies, Inc. \$532,909.40
4. Alliance Construction Group, LLC \$534,935.00
5. Mainline Construction, Inc. \$551,014.28
6. Absolute Concrete Construction, Inc. \$619,601.00
7. Manatt's, Inc. \$628,426.39
8. Con-Struct, Inc. \$632,632.00
9. Reilly Construction Co., Inc. \$645,000.00
10. Brothers Cleaning Corp. \$739,598.00
11. Shekar Engineering, PLC \$744,039.47

The Engineer's Estimate for the project was \$ 700,760.00. The bids ranged from approximately 27% below to 6% above the estimate. Sternquist Construction, Inc. has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 PCC Reconstruction Program – NW Westwood Street project to Sternquist Construction, Inc. of Indianola, Iowa.

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

The Contractor shall substantially complete the overall project in 50 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, compost amendment completed, with the new street and driveways fully open to traffic. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance.

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**FISCAL IMPACT: No**

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

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**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 (\$700,760.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Reconstruction Program - NW Westwood Street project.
3. Receive and file the report of bids received on January 9, 2024.
4. Approve Resolution, making award of construction contract to Sternquist Construction, Inc. of Indianola, Iowa.
5. Approve Resolution, approving contract and bonds with Sternquist Construction, Inc. in the amount of \$508,809.85.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 18, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 9, 2024, and setting the public hearing date as January 16, 2024.

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PUBLIC OUTREACH EFFORTS:

A project information meeting will be held during the spring of 2024 prior to construction commencing. In addition, periodic update letters will be sent to affected residents throughout the duration of construction.

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ACTION REQUESTED:

**Action:** Consider motion to close Public Hearing 2024-02.

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

| Click to download                        |
|------------------------------------------|
| <a href="#">PH Coversheet</a>            |
| <a href="#">RES - plans, specs</a>       |
| <a href="#">Bid Sheet</a>                |
| <a href="#">Bid Tab</a>                  |
| <a href="#">RES - making award</a>       |
| <a href="#">RES - approving contract</a> |
| <a href="#">Location Map</a>             |
| <a href="#">Contract</a>                 |



**PUBLIC HEARING 2024-02**

**5:30 P.M.**

**JANUARY 16, 2024**

**PROPOSED 2024 PCC RECONSTRUCTION PROGRAM – NW WESTWOOD STREET**

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**Mayor:**

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

**Mayor:**

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

**City Clerk:**

None in the Clerk’s Office

**Mayor:**

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2024-02.

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

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 PCC RECONSTRUCTION PROGRAM - NW WESTWOOD STREET", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF COST FOR THE 2024  
PCC RECONSTRUCTION PROGRAM - NW WESTWOOD  
STREET

WHEREAS, on the **18<sup>th</sup>** day of **December**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 PCC Reconstruction Program - NW Westwood Street; 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 16th day of January, 2024.

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Mayor

ATTEST:

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City Clerk



BID LETTING

10:30 A.M.

JANUARY 9, 2024

2024 PCC RECONSTRUCTION PROGRAM – NW WESTWOOD STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Reconstruction Program – NW Westwood Street project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

Project Estimate of Cost \$ 700760<sup>00</sup>

| Bid<br>Bond<br>(10%)                     | Bidder/Address                                                               | Bid Amount            | Addenda (none)<br>Acknowledged |
|------------------------------------------|------------------------------------------------------------------------------|-----------------------|--------------------------------|
| 1) <input checked="" type="checkbox"/>   | Mainline Construction<br>PO Box 173<br>Bondurant IA 50035                    | 551014 <sup>28</sup>  |                                |
| 2) <input checked="" type="checkbox"/>   | Con-Struct, Inc<br>305 South Dayton<br>Ames IA 50010-6413                    | 632632 <sup>00</sup>  |                                |
| * 3) <input checked="" type="checkbox"/> | Sternquist<br>1110 N 14th St<br>Indianola IA 50125                           | 508,809 <sup>85</sup> |                                |
| 4) <input checked="" type="checkbox"/>   | Brothers cleaning Corp<br>4000 Colfax Ave<br>Des Moines IA 50317             | 739598 <sup>00</sup>  |                                |
| 5) <input checked="" type="checkbox"/>   | Manatt's Inc<br>6333 NW Beaver Rd<br>Johnston IA 50131                       | 628426 <sup>39</sup>  |                                |
| 6) <input checked="" type="checkbox"/>   | Alliance Construction Group<br>9400 Plum Drive Ste 100<br>Urbandale IA 50322 | 534935 <sup>40</sup>  |                                |

\*Apparent Low Bidder

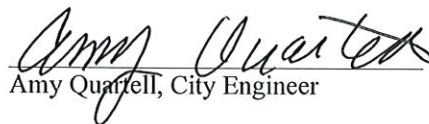


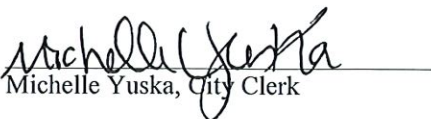
| Bid<br>Bond<br>(10%) | Bidder/Address                                                    | Bid Amount           | Addenda (none)<br>Acknowledged |
|----------------------|-------------------------------------------------------------------|----------------------|--------------------------------|
| 7) ✓                 | Absolute Group<br>PO Box 430<br>Granger IA 50109                  | 619601 <sup>00</sup> |                                |
| 8) ✓                 | Concrete Technologies Inc<br>1001 SE 37th St<br>Grimes IA 50111   | 532909 <sup>40</sup> |                                |
| 9) ✓                 | Reilly Construction Co Inc<br>110 main street<br>Ossian IA 52161  | 645000 <sup>00</sup> |                                |
| 10) ✓                | Shekar Engineering<br>2600 MLK Jr Pkwy 200<br>Des Moines IA 50310 | 744039 <sup>42</sup> |                                |
| 11) ✓                | All Star Concrete LLC<br>4989 NW Johnston Dr<br>Johnston IA 50131 | 515780 <sup>50</sup> |                                |
| 12) _____            | _____                                                             | _____                | _____                          |
| 13) _____            | _____                                                             | _____                | _____                          |

\*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of January 16, 2024 at 5:30 P.M.

ATTEST:

  
Amy Quanzell, City Engineer

  
Michelle Yuska, City Clerk

| Bid Tabulation                                                  |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
|-----------------------------------------------------------------|-------------|-------------------------------------------------------------|------|---------------------|--------------|---------------|-------------------------------|--------------|---------------|------------------------|--------------|---------------|-----------------------------|--------------|---------------|
| 2024 PCC Reconstruction Program - NW Westwood Street            |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| From just north of NW 5th Street to just south of NW 9th Street |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| January 9, 2024                                                 |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| Item No.                                                        | SUDAS No.   | Item                                                        | Unit | Engineer's Estimate |              |               | Sternquist Construction, Inc. |              |               | All Star Concrete, LLC |              |               | Concrete Technologies, Inc. |              |               |
|                                                                 |             |                                                             |      | Total               | Unit Price   | Total Price   | Total                         | Unit Price   | Total Price   | Total                  | Unit Price   | Total Price   | Total                       | Unit Price   | Total Price   |
|                                                                 |             | EARTHWORK                                                   |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 2.01                                                            | 2010-A      | Clearing and Grubbing                                       | UNIT | 75.4                | \$ 100.00    | \$ 7,540.00   | 75.4                          | \$ 83.00     | \$ 6,258.20   | 75.4                   | \$ 50.00     | \$ 3,770.00   | 75.4                        | \$ 50.50     | \$ 3,807.70   |
| 2.02                                                            | 2010-D-2    | Topsoil, Compost-amended                                    | CY   | 270                 | \$ 75.00     | \$ 20,250.00  | 270                           | \$ 38.60     | \$ 10,422.00  | 270                    | \$ 37.50     | \$ 10,125.00  | 270                         | \$ 37.85     | \$ 10,219.50  |
| 2.03                                                            | 2010-E      | Excavation, Class 10                                        | CY   | 720                 | \$ 25.00     | \$ 18,000.00  | 720                           | \$ 21.15     | \$ 15,228.00  | 720                    | \$ 20.50     | \$ 14,760.00  | 720                         | \$ 20.70     | \$ 14,904.00  |
| 2.04                                                            | 2010-G      | Subgrade Preparation, 6" Depth                              | SY   | 4,330               | \$ 3.00      | \$ 12,990.00  | 4,330                         | \$ 2.50      | \$ 10,825.00  | 4,330                  | \$ 2.45      | \$ 10,608.50  | 4,330                       | \$ 2.50      | \$ 10,825.00  |
| 2.05                                                            | 2010-I      | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080               | \$ 6.00      | \$ 6,480.00   | 1,080                         | \$ 4.80      | \$ 5,184.00   | 1,080                  | \$ 4.65      | \$ 5,022.00   | 1,080                       | \$ 4.70      | \$ 5,076.00   |
| 2.06                                                            | 2010-J      | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330               | \$ 12.00     | \$ 51,960.00  | 4,330                         | \$ 10.30     | \$ 44,599.00  | 4,330                  | \$ 10.00     | \$ 43,300.00  | 4,330                       | \$ 10.10     | \$ 43,733.00  |
| 2.07                                                            | 2010-M      | Compaction Testing                                          | LS   | 1                   | \$ 4,000.00  | \$ 4,000.00   | 1                             | \$ 2,575.00  | \$ 2,575.00   | 1                      | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 2,525.00  | \$ 2,525.00   |
|                                                                 | DIVISION 3  | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 3.01                                                            | 3010- F     | Trench Compaction Testing                                   | LS   | 1                   | \$ 2,000.00  | \$ 2,000.00   | 1                             | \$ 772.50    | \$ 772.50     | 1                      | \$ 750.00    | \$ 750.00     | 1                           | \$ 757.50    | \$ 757.50     |
|                                                                 | DIVISION 4  | SEWERS AND DRAINS                                           |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 4.01                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6                   | \$ 400.00    | \$ 2,400.00   | 6                             | \$ 211.15    | \$ 1,266.90   | 6                      | \$ 205.00    | \$ 1,230.00   | 6                           | \$ 207.50    | \$ 1,245.00   |
| 4.02                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34                  | \$ 450.00    | \$ 15,300.00  | 34                            | \$ 200.85    | \$ 6,828.90   | 34                     | \$ 195.00    | \$ 6,630.00   | 34                          | \$ 196.95    | \$ 6,696.30   |
| 4.03                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6                   | \$ 500.00    | \$ 3,000.00   | 6                             | \$ 484.10    | \$ 2,904.60   | 6                      | \$ 470.00    | \$ 2,820.00   | 6                           | \$ 474.70    | \$ 2,848.20   |
| 4.04                                                            | 4020-D      | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46                  | \$ 40.00     | \$ 1,840.00   | 46                            | \$ 20.60     | \$ 947.60     | 46                     | \$ 20.00     | \$ 920.00     | 46                          | \$ 20.20     | \$ 929.20     |
| 4.05                                                            | 4040-A      | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070               | \$ 30.00     | \$ 62,100.00  | 2,070                         | \$ 33.25     | \$ 68,827.50  | 2,070                  | \$ 32.25     | \$ 66,757.50  | 2,070                       | \$ 32.55     | \$ 67,378.50  |
| 4.06                                                            | 4040-C-1    | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6                   | \$ 2,500.00  | \$ 15,000.00  | 6                             | \$ 628.30    | \$ 3,769.80   | 6                      | \$ 610.00    | \$ 3,660.00   | 6                           | \$ 616.10    | \$ 3,696.60   |
| 4.07                                                            | 4040-D-1    | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16                  | \$ 600.00    | \$ 9,600.00   | 16                            | \$ 247.20    | \$ 3,955.20   | 16                     | \$ 240.00    | \$ 3,840.00   | 16                          | \$ 242.40    | \$ 3,878.40   |
| 4.08                                                            | 4040-999-A  | Reconnection of Storm Sewer Services                        | EA   | 24                  | \$ 700.00    | \$ 16,800.00  | 24                            | \$ 278.10    | \$ 6,674.40   | 24                     | \$ 270.00    | \$ 6,480.00   | 24                          | \$ 272.70    | \$ 6,544.80   |
| 4.09                                                            | 4040-999-B  | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890               | \$ 7.50      | \$ 14,175.00  | 1,890                         | \$ 2.60      | \$ 4,914.00   | 1,890                  | \$ 2.50      | \$ 4,725.00   | 1,890                       | \$ 2.55      | \$ 4,819.50   |
| 4.10                                                            | 4040-999-C  | Removal of Subdrain Cleanout, Type B                        | EA   | 5                   | \$ 500.00    | \$ 2,500.00   | 5                             | \$ 97.85     | \$ 489.25     | 5                      | \$ 95.00     | \$ 475.00     | 5                           | \$ 95.95     | \$ 479.75     |
|                                                                 | DIVISION 6  | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 6.01                                                            | 6010-B      | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2                   | \$ 12,500.00 | \$ 25,000.00  | 2                             | \$ 7,828.00  | \$ 15,656.00  | 2                      | \$ 7,600.00  | \$ 15,200.00  | 2                           | \$ 7,675.00  | \$ 15,350.00  |
| 6.02                                                            | 6010-E-1    | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1                   | \$ 1,750.00  | \$ 1,750.00   | 1                             | \$ 1,236.00  | \$ 1,236.00   | 1                      | \$ 1,200.00  | \$ 1,200.00   | 1                           | \$ 1,215.00  | \$ 1,215.00   |
| 6.03                                                            | 6010-E-2    | Intake Adjustment, Minor, Single Grate                      | EA   | 2                   | \$ 1,750.00  | \$ 3,500.00   | 2                             | \$ 1,612.00  | \$ 3,224.00   | 2                      | \$ 1,565.00  | \$ 3,130.00   | 2                           | \$ 1,581.00  | \$ 3,162.00   |
| 6.04                                                            | 6010-H-2    | Remove Intake                                               | EA   | 2                   | \$ 1,000.00  | \$ 2,000.00   | 2                             | \$ 912.00    | \$ 1,824.00   | 2                      | \$ 885.00    | \$ 1,770.00   | 2                           | \$ 893.85    | \$ 1,787.70   |
|                                                                 | DIVISION 7  | STREETS AND RELATED WORK                                    |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 7.01                                                            | 7010-A      | Pavement, PCC, Class C-SUD, 7" Thick                        | SY   | 3,610               | \$ 62.50     | \$ 225,625.00 | 3,610                         | \$ 50.90     | \$ 183,749.00 | 3,610                  | \$ 46.00     | \$ 166,060.00 | 3,610                       | \$ 54.00     | \$ 194,940.00 |
| 7.02                                                            | 7010-999-A  | Plastic Concrete Testing                                    | LS   | 1                   | \$ 4,000.00  | \$ 4,000.00   | 1                             | \$ 3,200.00  | \$ 3,200.00   | 1                      | \$ 3,000.00  | \$ 3,000.00   | 1                           | \$ 3,280.00  | \$ 3,280.00   |
| 7.03                                                            | 7030-A-3    | Removal of Driveway                                         | SY   | 490                 | \$ 12.50     | \$ 6,125.00   | 490                           | \$ 8.25      | \$ 4,042.50   | 490                    | \$ 8.00      | \$ 3,920.00   | 490                         | \$ 8.10      | \$ 3,969.00   |
| 7.04                                                            | 7030-H-1    | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY   | 540                 | \$ 65.00     | \$ 35,100.00  | 540                           | \$ 56.25     | \$ 30,375.00  | 540                    | \$ 70.00     | \$ 37,800.00  | 540                         | \$ 62.15     | \$ 33,561.00  |
| 7.05                                                            | 7040-B      | Subbase Over-excavation, 6" Depth                           | SY   | 430                 | \$ 12.50     | \$ 5,375.00   | 430                           | \$ 9.55      | \$ 4,106.50   | 430                    | \$ 9.25      | \$ 3,977.50   | 430                         | \$ 9.35      | \$ 4,020.50   |
| 7.06                                                            | 7040-H      | Pavement Removal, PCC                                       | SY   | 3,610               | \$ 10.00     | \$ 36,100.00  | 3,610                         | \$ 8.25      | \$ 29,782.50  | 3,610                  | \$ 8.00      | \$ 28,880.00  | 3,610                       | \$ 8.10      | \$ 29,241.00  |
|                                                                 | DIVISION 8  | TRAFFIC CONTROL                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 8.01                                                            | 8030-A      | Temporary Traffic Control                                   | LS   | 1                   | \$ 10,000.00 | \$ 10,000.00  | 1                             | \$ 4,250.00  | \$ 4,250.00   | 1                      | \$ 4,350.00  | \$ 4,350.00   | 1                           | \$ 4,165.00  | \$ 4,165.00   |
| 8.02                                                            | 8040-I      | Remove and Reinstall Traffic Signs                          | EA   | 2                   | \$ 500.00    | \$ 1,000.00   | 2                             | \$ 232.00    | \$ 464.00     | 2                      | \$ 240.00    | \$ 480.00     | 2                           | \$ 228.00    | \$ 456.00     |
|                                                                 | DIVISION 9  | SITE WORK AND LANDSCAPING                                   |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 9.01                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 1                | AC   | 0.5                 | \$ 2,500.00  | \$ 1,250.00   | 0.5                           | \$ 3,915.00  | \$ 1,957.50   | 0.5                    | \$ 3,000.00  | \$ 1,500.00   | 0.5                         | \$ 1,515.00  | \$ 757.50     |
| 9.02                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 4                | AC   | 0.5                 | \$ 1,500.00  | \$ 750.00     | 0.5                           | \$ 412.00    | \$ 206.00     | 0.5                    | \$ 1,000.00  | \$ 500.00     | 0.5                         | \$ 454.50    | \$ 227.25     |
| 9.03                                                            | 9010-999-A  | Spot Herbicide Application                                  | AC   | 0.5                 | \$ 1,000.00  | \$ 500.00     | 0.5                           | \$ 824.00    | \$ 412.00     | 0.5                    | \$ 1,000.00  | \$ 500.00     | 0.5                         | \$ 606.00    | \$ 303.00     |
| 9.04                                                            | 9040-Q-2    | Erosion Control Mulching, Hydromulching, BFM                | AC   | 1.0                 | \$ 3,750.00  | \$ 3,750.00   | 1.0                           | \$ 4,100.00  | \$ 4,100.00   | 1.0                    | \$ 4,000.00  | \$ 4,000.00   | 1.0                         | \$ 3,635.00  | \$ 3,635.00   |
| 9.05                                                            | 9040-T-1    | Inlet Protection Device, Surface-applied                    | EA   | 6                   | \$ 250.00    | \$ 1,500.00   | 6                             | \$ 231.75    | \$ 1,390.50   | 6                      | \$ 200.00    | \$ 1,200.00   | 6                           | \$ 205.00    | \$ 1,230.00   |
| 9.06                                                            | 9040-T-1    | Inlet Protection Device, Drop-in                            | EA   | 6                   | \$ 200.00    | \$ 1,200.00   | 6                             | \$ 231.75    | \$ 1,390.50   | 6                      | \$ 165.00    | \$ 990.00     | 6                           | \$ 101.00    | \$ 606.00     |
| 9.07                                                            | 9040-T-2    | Inlet Protection Device, Maintenance                        | EA   | 6                   | \$ 50.00     | \$ 300.00     | 6                             | \$ 67.00     | \$ 402.00     | 6                      | \$ 25.00     | \$ 150.00     | 6                           | \$ 75.75     | \$ 454.50     |
|                                                                 | DIVISION 11 | MISCELLANEOUS                                               |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 11.01                                                           | 11,020-A    | Mobilization                                                | LS   | 1                   | \$ 45,000.00 | \$ 45,000.00  | 1                             | \$ 12,000.00 | \$ 12,000.00  | 1                      | \$ 40,000.00 | \$ 40,000.00  | 1                           | \$ 32,500.00 | \$ 32,500.00  |
| 11.02                                                           | 11,030-A    | Maintenance of Postal Service                               | LS   | 1                   | \$ 12,500.00 | \$ 12,500.00  | 1                             | \$ 2,885.00  | \$ 2,885.00   | 1                      | \$ 3,000.00  | \$ 3,000.00   | 1                           | \$ 2,830.00  | \$ 2,830.00   |
| 11.03                                                           | 11,030-B    | Maintenance of Solid Waste Collection                       | LS   | 1                   | \$ 10,000.00 | \$ 10,000.00  | 1                             | \$ 4,015.00  | \$ 4,015.00   | 1                      | \$ 3,800.00  | \$ 3,800.00   | 1                           | \$ 3,285.00  | \$ 3,285.00   |
| 11.04                                                           | 11,050-A    | Concrete Washout                                            | LS   | 1                   | \$ 2,500.00  | \$ 2,500.00   | 1                             | \$ 1,700.00  | \$ 1,700.00   | 1                      | \$ 2,000.00  | \$ 2,000.00   | 1                           | \$ 1,570.00  | \$ 1,570.00   |
| TOTAL AMOUNT BID =                                              |             |                                                             |      |                     |              | \$ 700,760.00 |                               |              | \$ 508,809.85 |                        |              | \$ 515,780.50 |                             |              | \$ 532,909.40 |

| Bid Tabulation                                                  |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
|-----------------------------------------------------------------|-------------|-------------------------------------------------------------|------|----------------------------------|--------------|---------------|-----------------------------|--------------|---------------|--------------------------------------|--------------|---------------|----------------|--------------|---------------|
| 2024 PCC Reconstruction Program - NW Westwood Street            |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| From just north of NW 5th Street to just south of NW 9th Street |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| January 9, 2024                                                 |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
|                                                                 |             |                                                             |      | Alliance Construction Group, LLC |              |               | Mainline Construction, Inc. |              |               | Absolute Concrete Construction, Inc. |              |               | Manatt's, Inc. |              |               |
| Item No.                                                        | SUDAS No.   | Item                                                        | Unit | Total                            | Unit Price   | Total Price   | Total                       | Unit Price   | Total Price   | Total                                | Unit Price   | Total Price   | Total          | Unit Price   | Total Price   |
|                                                                 |             | EARTHWORK                                                   |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 2.01                                                            | 2010-A      | Clearing and Grubbing                                       | UNIT | 75.4                             | \$ 50.00     | \$ 3,770.00   | 75.4                        | \$ 42.50     | \$ 3,204.50   | 75.4                                 | \$ 80.00     | \$ 6,032.00   | 75.4           | \$ 43.35     | \$ 3,268.59   |
| 2.02                                                            | 2010-D-2    | Topsoil, Compost-amended                                    | CY   | 270                              | \$ 37.50     | \$ 10,125.00  | 270                         | \$ 45.00     | \$ 12,150.00  | 270                                  | \$ 57.50     | \$ 15,525.00  | 270            | \$ 45.90     | \$ 12,393.00  |
| 2.03                                                            | 2010-E      | Excavation, Class 10                                        | CY   | 720                              | \$ 20.50     | \$ 14,760.00  | 720                         | \$ 25.00     | \$ 18,000.00  | 720                                  | \$ 18.75     | \$ 13,500.00  | 720            | \$ 25.50     | \$ 18,360.00  |
| 2.04                                                            | 2010-G      | Subgrade Preparation, 6" Depth                              | SY   | 4,330                            | \$ 2.45      | \$ 10,608.50  | 4,330                       | \$ 3.45      | \$ 14,938.50  | 4,330                                | \$ 2.75      | \$ 11,907.50  | 4,330          | \$ 3.50      | \$ 15,155.00  |
| 2.05                                                            | 2010-I      | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080                            | \$ 4.65      | \$ 5,022.00   | 1,080                       | \$ 4.50      | \$ 4,860.00   | 1,080                                | \$ 4.55      | \$ 4,914.00   | 1,080          | \$ 4.60      | \$ 4,968.00   |
| 2.06                                                            | 2010-J      | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330                            | \$ 10.00     | \$ 43,300.00  | 4,330                       | \$ 13.50     | \$ 58,455.00  | 4,330                                | \$ 11.50     | \$ 49,795.00  | 4,330          | \$ 13.75     | \$ 59,537.50  |
| 2.07                                                            | 2010-M      | Compaction Testing                                          | LS   | 1                                | \$ 1,592.00  | \$ 1,592.00   | 1                           | \$ 5,000.00  | \$ 5,000.00   | 1                                    | \$ 2,500.00  | \$ 2,500.00   | 1              | \$ 5,100.00  | \$ 5,100.00   |
|                                                                 | DIVISION 3  | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 3.01                                                            | 3010- F     | Trench Compaction Testing                                   | LS   | 1                                | \$ 1,592.00  | \$ 1,592.00   | 1                           | \$ 2,500.00  | \$ 2,500.00   | 1                                    | \$ 2,000.00  | \$ 2,000.00   | 1              | \$ 2,550.00  | \$ 2,550.00   |
|                                                                 | DIVISION 4  | SEWERS AND DRAINS                                           |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 4.01                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6                                | \$ 205.00    | \$ 1,230.00   | 6                           | \$ 245.00    | \$ 1,470.00   | 6                                    | \$ 235.00    | \$ 1,410.00   | 6              | \$ 250.00    | \$ 1,500.00   |
| 4.02                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34                               | \$ 195.00    | \$ 6,630.00   | 34                          | \$ 190.00    | \$ 6,460.00   | 34                                   | \$ 178.00    | \$ 6,052.00   | 34             | \$ 193.80    | \$ 6,589.20   |
| 4.03                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6                                | \$ 470.00    | \$ 2,820.00   | 6                           | \$ 338.00    | \$ 2,028.00   | 6                                    | \$ 385.00    | \$ 2,310.00   | 6              | \$ 344.75    | \$ 2,068.50   |
| 4.04                                                            | 4020-D      | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46                               | \$ 20.00     | \$ 920.00     | 46                          | \$ 20.45     | \$ 940.70     | 46                                   | \$ 40.50     | \$ 1,863.00   | 46             | \$ 20.85     | \$ 959.10     |
| 4.05                                                            | 4040-A      | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070                            | \$ 32.25     | \$ 66,757.50  | 2,070                       | \$ 28.50     | \$ 58,995.00  | 2,070                                | \$ 28.50     | \$ 58,995.00  | 2,070          | \$ 29.10     | \$ 60,237.00  |
| 4.06                                                            | 4040-C-1    | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6                                | \$ 610.00    | \$ 3,660.00   | 6                           | \$ 1,100.00  | \$ 6,600.00   | 6                                    | \$ 2,250.00  | \$ 13,500.00  | 6              | \$ 1,122.00  | \$ 6,732.00   |
| 4.07                                                            | 4040-D-1    | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16                               | \$ 240.00    | \$ 3,840.00   | 16                          | \$ 510.00    | \$ 8,160.00   | 16                                   | \$ 440.00    | \$ 7,040.00   | 16             | \$ 520.20    | \$ 8,323.20   |
| 4.08                                                            | 4040-999-A  | Reconnection of Storm Sewer Services                        | EA   | 24                               | \$ 270.00    | \$ 6,480.00   | 24                          | \$ 200.00    | \$ 4,800.00   | 24                                   | \$ 935.00    | \$ 22,440.00  | 24             | \$ 204.00    | \$ 4,896.00   |
| 4.09                                                            | 4040-999-B  | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890                            | \$ 2.50      | \$ 4,725.00   | 1,890                       | \$ 5.05      | \$ 9,544.50   | 1,890                                | \$ 6.25      | \$ 11,812.50  | 1,890          | \$ 5.15      | \$ 9,733.50   |
| 4.10                                                            | 4040-999-C  | Removal of Subdrain Cleanout, Type B                        | EA   | 5                                | \$ 95.00     | \$ 475.00     | 5                           | \$ 500.00    | \$ 2,500.00   | 5                                    | \$ 725.00    | \$ 3,625.00   | 5              | \$ 510.00    | \$ 2,550.00   |
|                                                                 | DIVISION 6  | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 6.01                                                            | 6010-B      | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2                                | \$ 7,600.00  | \$ 15,200.00  | 2                           | \$ 12,000.00 | \$ 24,000.00  | 2                                    | \$ 8,500.00  | \$ 17,000.00  | 2              | \$ 12,240.00 | \$ 24,480.00  |
| 6.02                                                            | 6010-E-1    | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1                                | \$ 1,200.00  | \$ 1,200.00   | 1                           | \$ 1,000.00  | \$ 1,000.00   | 1                                    | \$ 1,550.00  | \$ 1,550.00   | 1              | \$ 1,020.00  | \$ 1,020.00   |
| 6.03                                                            | 6010-E-2    | Intake Adjustment, Minor, Single Grate                      | EA   | 2                                | \$ 1,565.00  | \$ 3,130.00   | 2                           | \$ 600.00    | \$ 1,200.00   | 2                                    | \$ 1,350.00  | \$ 2,700.00   | 2              | \$ 612.00    | \$ 1,224.00   |
| 6.04                                                            | 6010-H-2    | Remove Intake                                               | EA   | 2                                | \$ 885.00    | \$ 1,770.00   | 2                           | \$ 450.00    | \$ 900.00     | 2                                    | \$ 650.00    | \$ 1,300.00   | 2              | \$ 459.00    | \$ 918.00     |
|                                                                 | DIVISION 7  | STREETS AND RELATED WORK                                    |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 7.01                                                            | 7010-A      | Pavement, PCC, Class C-SUD, 7" Thick                        | SY   | 3,610                            | \$ 52.75     | \$ 190,427.50 | 3,610                       | \$ 50.00     | \$ 180,500.00 | 3,610                                | \$ 60.00     | \$ 216,600.00 | 3,610          | \$ 62.00     | \$ 223,820.00 |
| 7.02                                                            | 7010-999-A  | Plastic Concrete Testing                                    | LS   | 1                                | \$ 5,000.00  | \$ 5,000.00   | 1                           | \$ 3,300.00  | \$ 3,300.00   | 1                                    | \$ 3,000.00  | \$ 3,000.00   | 1              | \$ 7,620.00  | \$ 7,620.00   |
| 7.03                                                            | 7030-A-3    | Removal of Driveway                                         | SY   | 490                              | \$ 8.00      | \$ 3,920.00   | 490                         | \$ 11.00     | \$ 5,390.00   | 490                                  | \$ 8.50      | \$ 4,165.00   | 490            | \$ 11.20     | \$ 5,488.00   |
| 7.04                                                            | 7030-H-1    | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY   | 540                              | \$ 64.00     | \$ 34,560.00  | 540                         | \$ 70.00     | \$ 37,800.00  | 540                                  | \$ 62.00     | \$ 33,480.00  | 540            | \$ 62.00     | \$ 33,480.00  |
| 7.05                                                            | 7040-B      | Subbase Over-excavation, 6" Depth                           | SY   | 430                              | \$ 9.25      | \$ 3,977.50   | 430                         | \$ 10.00     | \$ 4,300.00   | 430                                  | \$ 15.75     | \$ 6,772.50   | 430            | \$ 10.25     | \$ 4,407.50   |
| 7.06                                                            | 7040-H      | Pavement Removal, PCC                                       | SY   | 3,610                            | \$ 8.00      | \$ 28,880.00  | 3,610                       | \$ 8.20      | \$ 29,602.00  | 3,610                                | \$ 7.25      | \$ 26,172.50  | 3,610          | \$ 8.35      | \$ 30,143.50  |
|                                                                 | DIVISION 8  | TRAFFIC CONTROL                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 8.01                                                            | 8030-A      | Temporary Traffic Control                                   | LS   | 1                                | \$ 4,830.00  | \$ 4,830.00   | 1                           | \$ 4,125.36  | \$ 4,125.36   | 1                                    | \$ 9,000.00  | \$ 9,000.00   | 1              | \$ 5,253.00  | \$ 5,253.00   |
| 8.02                                                            | 8040-I      | Remove and Reinstall Traffic Signs                          | EA   | 2                                | \$ 200.00    | \$ 400.00     | 2                           | \$ 225.36    | \$ 450.72     | 2                                    | \$ 500.00    | \$ 1,000.00   | 2              | \$ 510.00    | \$ 1,020.00   |
|                                                                 | DIVISION 9  | SITE WORK AND LANDSCAPING                                   |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 9.01                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 1                | AC   | 0.5                              | \$ 1,500.00  | \$ 750.00     | 0.5                         | \$ 3,000.00  | \$ 1,500.00   | 0.5                                  | \$ 3,000.00  | \$ 1,500.00   | 0.5            | \$ 3,060.00  | \$ 1,530.00   |
| 9.02                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 4                | AC   | 0.5                              | \$ 450.00    | \$ 225.00     | 0.5                         | \$ 2,500.00  | \$ 1,250.00   | 0.5                                  | \$ 1,000.00  | \$ 500.00     | 0.5            | \$ 2,550.00  | \$ 1,275.00   |
| 9.03                                                            | 9010-999-A  | Spot Herbicide Application                                  | AC   | 0.5                              | \$ 7,200.00  | \$ 3,600.00   | 0.5                         | \$ 2,000.00  | \$ 1,000.00   | 0.5                                  | \$ 1,000.00  | \$ 500.00     | 0.5            | \$ 2,040.00  | \$ 1,020.00   |
| 9.04                                                            | 9040-Q-2    | Erosion Control Mulching, Hydromulching, BFM                | AC   | 1.0                              | \$ 1,200.00  | \$ 1,200.00   | 1.0                         | \$ 3,000.00  | \$ 3,000.00   | 1.0                                  | \$ 4,000.00  | \$ 4,000.00   | 1.0            | \$ 3,060.00  | \$ 3,060.00   |
| 9.05                                                            | 9040-T-1    | Inlet Protection Device, Surface-applied                    | EA   | 6                                | \$ 100.00    | \$ 600.00     | 6                           | \$ 50.00     | \$ 300.00     | 6                                    | \$ 500.00    | \$ 3,000.00   | 6              | \$ 51.00     | \$ 306.00     |
| 9.06                                                            | 9040-T-1    | Inlet Protection Device, Drop-in                            | EA   | 6                                | \$ 75.00     | \$ 450.00     | 6                           | \$ 165.00    | \$ 990.00     | 6                                    | \$ 165.00    | \$ 990.00     | 6              | \$ 168.30    | \$ 1,009.80   |
| 9.07                                                            | 9040-T-2    | Inlet Protection Device, Maintenance                        | EA   | 6                                | \$ 168.00    | \$ 1,008.00   | 6                           | \$ 50.00     | \$ 300.00     | 6                                    | \$ 25.00     | \$ 150.00     | 6              | \$ 51.00     | \$ 306.00     |
|                                                                 | DIVISION 11 | MISCELLANEOUS                                               |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 11.01                                                           | 11,020-A    | Mobilization                                                | LS   | 1                                | \$ 38,000.00 | \$ 38,000.00  | 1                           | \$ 24,000.00 | \$ 24,000.00  | 1                                    | \$ 35,000.00 | \$ 35,000.00  | 1              | \$ 35,000.00 | \$ 35,000.00  |
| 11.02                                                           | 11,030-A    | Maintenance of Postal Service                               | LS   | 1                                | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 1,000.00  | \$ 1,000.00   | 1                                    | \$ 6,000.00  | \$ 6,000.00   | 1              | \$ 12,750.00 | \$ 12,750.00  |
| 11.03                                                           | 11,030-B    | Maintenance of Solid Waste Collection                       | LS   | 1                                | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 1,500.00  | \$ 1,500.00   | 1                                    | \$ 7,000.00  | \$ 7,000.00   | 1              | \$ 6,335.00  | \$ 6,335.00   |
| 11.04                                                           | 11,050-A    | Concrete Washout                                            | LS   | 1                                | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 3,000.00  | \$ 3,000.00   | 1                                    | \$ 3,000.00  | \$ 3,000.00   | 1              | \$ 2,040.00  | \$ 2,040.00   |
| TOTAL AMOUNT BID =                                              |             |                                                             |      |                                  |              | \$ 534,935.00 |                             |              | \$ 551,014.28 |                                      |              | \$ 619,601.00 |                |              | \$ 628,426.39 |

| Bid Tabulation                                                  |             |                                                             |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
|-----------------------------------------------------------------|-------------|-------------------------------------------------------------|------|------------------|--------------|---------------|-------------------------------|--------------|---------------|-------------------------|--------------|---------------|-------------------------|--------------|---------------|
| 2024 PCC Reconstruction Program - NW Westwood Street            |             |                                                             |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| From just north of NW 5th Street to just south of NW 9th Street |             |                                                             |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| January 9, 2024                                                 |             |                                                             |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
|                                                                 |             |                                                             |      | Con-Struct, Inc. |              |               | Reilly Construction Co., Inc. |              |               | Brothers Cleaning Corp. |              |               | Shekar Engineering, PLC |              |               |
| 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-A      | Clearing and Grubbing                                       | UNIT | 75               | \$ 80.00     | \$ 6,032.00   | 75                            | \$ 55.00     | \$ 4,147.00   | 75                      | \$ 60.00     | \$ 4,524.00   | 75                      | \$ 55.00     | \$ 4,147.00   |
| 2.02                                                            | 2010-D-2    | Topsoil, Compost-amended                                    | CY   | 270              | \$ 70.00     | \$ 18,900.00  | 270                           | \$ 45.00     | \$ 12,150.00  | 270                     | \$ 25.00     | \$ 6,750.00   | 270                     | \$ 75.00     | \$ 20,250.00  |
| 2.03                                                            | 2010-E      | Excavation, Class 10                                        | CY   | 720              | \$ 30.00     | \$ 21,600.00  | 720                           | \$ 40.00     | \$ 28,800.00  | 720                     | \$ 20.00     | \$ 14,400.00  | 720                     | \$ 22.00     | \$ 15,840.00  |
| 2.04                                                            | 2010-G      | Subgrade Preparation, 6" Depth                              | SY   | 4,330            | \$ 3.00      | \$ 12,990.00  | 4,330                         | \$ 4.00      | \$ 17,320.00  | 4,330                   | \$ 3.15      | \$ 13,639.50  | 4,330                   | \$ 2.75      | \$ 11,907.50  |
| 2.05                                                            | 2010-I      | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080            | \$ 3.00      | \$ 3,240.00   | 1,080                         | \$ 5.00      | \$ 5,400.00   | 1,080                   | \$ 8.50      | \$ 9,180.00   | 1,080                   | \$ 6.60      | \$ 7,128.00   |
| 2.06                                                            | 2010-J      | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330            | \$ 13.00     | \$ 56,290.00  | 4,330                         | \$ 14.00     | \$ 60,620.00  | 4,330                   | \$ 12.00     | \$ 51,960.00  | 4,330                   | \$ 13.20     | \$ 57,156.00  |
| 2.07                                                            | 2010-M      | Compaction Testing                                          | LS   | 1                | \$ 3,000.00  | \$ 3,000.00   | 1                             | \$ 1,000.00  | \$ 1,000.00   | 1                       | \$ 2,850.00  | \$ 2,850.00   | 1                       | \$ 3,850.00  | \$ 3,850.00   |
|                                                                 | DIVISION 3  | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 3.01                                                            | 3010- F     | Trench Compaction Testing                                   | LS   | 1                | \$ 2,000.00  | \$ 2,000.00   | 1                             | \$ 1,000.00  | \$ 1,000.00   | 1                       | \$ 5,280.00  | \$ 5,280.00   | 1                       | \$ 3,500.00  | \$ 3,500.00   |
|                                                                 | DIVISION 4  | SEWERS AND DRAINS                                           |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 4.01                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6                | \$ 250.00    | \$ 1,500.00   | 6                             | \$ 500.00    | \$ 3,000.00   | 6                       | \$ 450.00    | \$ 2,700.00   | 6                       | \$ 183.17    | \$ 1,099.02   |
| 4.02                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34               | \$ 300.00    | \$ 10,200.00  | 34                            | \$ 250.00    | \$ 8,500.00   | 34                      | \$ 450.00    | \$ 15,300.00  | 34                      | \$ 238.90    | \$ 8,122.60   |
| 4.03                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6                | \$ 300.00    | \$ 1,800.00   | 6                             | \$ 650.00    | \$ 3,900.00   | 6                       | \$ 650.00    | \$ 3,900.00   | 6                       | \$ 323.30    | \$ 1,939.80   |
| 4.04                                                            | 4020-D      | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46               | \$ 30.00     | \$ 1,380.00   | 46                            | \$ 55.00     | \$ 2,530.00   | 46                      | \$ 25.00     | \$ 1,150.00   | 46                      | \$ 65.00     | \$ 2,990.00   |
| 4.05                                                            | 4040-A      | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070            | \$ 30.00     | \$ 62,100.00  | 2,070                         | \$ 35.00     | \$ 72,450.00  | 2,070                   | \$ 27.50     | \$ 56,925.00  | 2,070                   | \$ 28.60     | \$ 59,202.00  |
| 4.06                                                            | 4040-C-1    | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6                | \$ 1,500.00  | \$ 9,000.00   | 6                             | \$ 2,000.00  | \$ 12,000.00  | 6                       | \$ 2,575.00  | \$ 15,450.00  | 6                       | \$ 701.16    | \$ 4,206.96   |
| 4.07                                                            | 4040-D-1    | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16               | \$ 500.00    | \$ 8,000.00   | 16                            | \$ 500.00    | \$ 8,000.00   | 16                      | \$ 650.00    | \$ 10,400.00  | 16                      | \$ 488.57    | \$ 7,817.12   |
| 4.08                                                            | 4040-999-A  | Reconnection of Storm Sewer Services                        | EA   | 24               | \$ 800.00    | \$ 19,200.00  | 24                            | \$ 750.00    | \$ 18,000.00  | 24                      | \$ 1,500.00  | \$ 36,000.00  | 24                      | \$ 637.50    | \$ 15,300.00  |
| 4.09                                                            | 4040-999-B  | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890            | \$ 2.00      | \$ 3,780.00   | 1,890                         | \$ 7.50      | \$ 14,175.00  | 1,890                   | \$ 7.50      | \$ 14,175.00  | 1,890                   | \$ 29.75     | \$ 56,227.50  |
| 4.10                                                            | 4040-999-C  | Removal of Subdrain Cleanout, Type B                        | EA   | 5                | \$ 300.00    | \$ 1,500.00   | 5                             | \$ 350.00    | \$ 1,750.00   | 5                       | \$ 450.00    | \$ 2,250.00   | 5                       | \$ 297.50    | \$ 1,487.50   |
|                                                                 | DIVISION 6  | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 6.01                                                            | 6010-B      | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2                | \$ 11,000.00 | \$ 22,000.00  | 2                             | \$ 7,000.00  | \$ 14,000.00  | 2                       | \$ 10,258.00 | \$ 20,516.00  | 2                       | \$ 12,540.00 | \$ 25,080.00  |
| 6.02                                                            | 6010-E-1    | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1                | \$ 2,000.00  | \$ 2,000.00   | 1                             | \$ 1,500.00  | \$ 1,500.00   | 1                       | \$ 2,500.00  | \$ 2,500.00   | 1                       | \$ 2,665.03  | \$ 2,665.03   |
| 6.03                                                            | 6010-E-2    | Intake Adjustment, Minor, Single Grate                      | EA   | 2                | \$ 2,000.00  | \$ 4,000.00   | 2                             | \$ 1,500.00  | \$ 3,000.00   | 2                       | \$ 2,500.00  | \$ 5,000.00   | 2                       | \$ 2,265.41  | \$ 4,530.82   |
| 6.04                                                            | 6010-H-2    | Remove Intake                                               | EA   | 2                | \$ 1,000.00  | \$ 2,000.00   | 2                             | \$ 750.00    | \$ 1,500.00   | 2                       | \$ 1,000.00  | \$ 2,000.00   | 2                       | \$ 2,337.50  | \$ 4,675.00   |
|                                                                 | DIVISION 7  | STREETS AND RELATED WORK                                    |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 7.01                                                            | 7010-A      | Pavement, PCC, Class C-SUD, 7" Thick                        | SY   | 3,610            | \$ 60.00     | \$ 216,600.00 | 3,610                         | \$ 56.00     | \$ 202,160.00 | 3,610                   | \$ 82.50     | \$ 297,825.00 | 3,610                   | \$ 72.00     | \$ 259,920.00 |
| 7.02                                                            | 7010-999-A  | Plastic Concrete Testing                                    | LS   | 1                | \$ 4,000.00  | \$ 4,000.00   | 1                             | \$ 5,000.00  | \$ 5,000.00   | 1                       | \$ 4,580.00  | \$ 4,580.00   | 1                       | \$ 3,825.00  | \$ 3,825.00   |
| 7.03                                                            | 7030-A-3    | Removal of Driveway                                         | SY   | 490              | \$ 20.00     | \$ 9,800.00   | 490                           | \$ 14.00     | \$ 6,860.00   | 490                     | \$ 12.50     | \$ 6,125.00   | 490                     | \$ 8.80      | \$ 4,312.00   |
| 7.04                                                            | 7030-H-1    | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY   | 540              | \$ 50.00     | \$ 27,000.00  | 540                           | \$ 78.00     | \$ 42,120.00  | 540                     | \$ 75.00     | \$ 40,500.00  | 540                     | \$ 82.50     | \$ 44,550.00  |
| 7.05                                                            | 7040-B      | Subbase Over-excavation, 6" Depth                           | SY   | 430              | \$ 2.00      | \$ 860.00     | 430                           | \$ 15.00     | \$ 6,450.00   | 430                     | \$ 13.50     | \$ 5,805.00   | 430                     | \$ 27.50     | \$ 11,825.00  |
| 7.06                                                            | 7040-H      | Pavement Removal, PCC                                       | SY   | 3,610            | \$ 10.00     | \$ 36,100.00  | 3,610                         | \$ 12.00     | \$ 43,320.00  | 3,610                   | \$ 6.15      | \$ 22,201.50  | 3,610                   | \$ 8.80      | \$ 31,768.00  |
|                                                                 | DIVISION 8  | TRAFFIC CONTROL                                             |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 8.01                                                            | 8030-A      | Temporary Traffic Control                                   | LS   | 1                | \$ 8,000.00  | \$ 8,000.00   | 1                             | \$ 7,000.00  | \$ 7,000.00   | 1                       | \$ 4,250.00  | \$ 4,250.00   | 1                       | \$ 4,537.90  | \$ 4,537.90   |
| 8.02                                                            | 8040-I      | Remove and Reinstall Traffic Signs                          | EA   | 2                | \$ 330.00    | \$ 660.00     | 2                             | \$ 65.00     | \$ 130.00     | 2                       | \$ 500.00    | \$ 1,000.00   | 2                       | \$ 247.90    | \$ 495.80     |
|                                                                 | DIVISION 9  | SITE WORK AND LANDSCAPING                                   |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 9.01                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 1                | AC   | 1                | \$ 4,500.00  | \$ 2,250.00   | 1                             | \$ 3,500.00  | \$ 1,750.00   | 1                       | \$ 3,750.00  | \$ 1,875.00   | 1                       | \$ 2,019.60  | \$ 1,009.80   |
| 9.02                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 4                | AC   | 1                | \$ 500.00    | \$ 250.00     | 1                             | \$ 3,000.00  | \$ 1,500.00   | 1                       | \$ 3,750.00  | \$ 1,875.00   | 1                       | \$ 1,787.50  | \$ 893.75     |
| 9.03                                                            | 9010-999-A  | Spot Herbicide Application                                  | AC   | 1                | \$ 1,000.00  | \$ 500.00     | 1                             | \$ 2,500.00  | \$ 1,250.00   | 1                       | \$ 1,000.00  | \$ 500.00     | 1                       | \$ 2,337.50  | \$ 1,168.75   |
| 9.04                                                            | 9040-Q-2    | Erosion Control Mulching, Hydromulching, BFM                | AC   | 1                | \$ 4,500.00  | \$ 4,500.00   | 1                             | \$ 3,500.00  | \$ 3,500.00   | 1                       | \$ 4,000.00  | \$ 4,000.00   | 1                       | \$ 6,429.90  | \$ 6,429.90   |
| 9.05                                                            | 9040-T-1    | Inlet Protection Device, Surface-applied                    | EA   | 6                | \$ 1,000.00  | \$ 6,000.00   | 6                             | \$ 60.00     | \$ 360.00     | 6                       | \$ 450.00    | \$ 2,700.00   | 6                       | \$ 86.85     | \$ 521.10     |
| 9.06                                                            | 9040-T-1    | Inlet Protection Device, Drop-in                            | EA   | 6                | \$ 250.00    | \$ 1,500.00   | 6                             | \$ 175.00    | \$ 1,050.00   | 6                       | \$ 200.00    | \$ 1,200.00   | 6                       | \$ 181.50    | \$ 1,089.00   |
| 9.07                                                            | 9040-T-2    | Inlet Protection Device, Maintenance                        | EA   | 6                | \$ 100.00    | \$ 600.00     | 6                             | \$ 60.00     | \$ 360.00     | 6                       | \$ 52.00     | \$ 312.00     | 6                       | \$ 65.27     | \$ 391.62     |
|                                                                 | DIVISION 11 | MISCELLANEOUS                                               |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 11.01                                                           | 11,020-A    | Mobilization                                                | LS   | 1                | \$ 30,000.00 | \$ 30,000.00  | 1                             | \$ 20,198.00 | \$ 20,198.00  | 1                       | \$ 35,000.00 | \$ 35,000.00  | 1                       | \$ 43,400.00 | \$ 43,400.00  |
| 11.02                                                           | 11,030-A    | Maintenance of Postal Service                               | LS   | 1                | \$ 3,500.00  | \$ 3,500.00   | 1                             | \$ 1,250.00  | \$ 1,250.00   | 1                       | \$ 4,500.00  | \$ 4,500.00   | 1                       | \$ 3,080.00  | \$ 3,080.00   |
| 11.03                                                           | 11,030-B    | Maintenance of Solid Waste Collection                       | LS   | 1                | \$ 5,000.00  | \$ 5,000.00   | 1                             | \$ 3,000.00  | \$ 3,000.00   | 1                       | \$ 4,500.00  | \$ 4,500.00   | 1                       | \$ 3,575.00  | \$ 3,575.00   |
| 11.04                                                           | 11,050-A    | Concrete Washout                                            | LS   | 1                | \$ 3,000.00  | \$ 3,000.00   | 1                             | \$ 3,000.00  | \$ 3,000.00   | 1                       | \$ 4,000.00  | \$ 4,000.00   | 1                       | \$ 2,125.00  | \$ 2,125.00   |
| TOTAL AMOUNT BID =                                              |             |                                                             |      |                  |              | \$ 632,632.00 |                               |              | \$ 645,000.00 |                         |              | \$ 739,598.00 |                         |              | \$ 744,039.47 |

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2024 PCC RECONSTRUCTION PROGRAM - NW WESTWOOD STREET", and moved:

☒ that the Resolution be adopted.

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

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

#### **RESOLUTION**

RESOLUTION MAKING AWARD OF CONSTRUCTION  
CONTRACT FOR THE 2024 PCC RECONSTRUCTION  
PROGRAM - NW WESTWOOD STREET

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2024 PCC Reconstruction Program - NW Westwood Street, described in the plans and specifications heretofore adopted by this Council on January 16, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Sternquist Construction, Inc. of Indianola, Iowa

Amount of bid: \$508,809.85

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 16th day of January, 2024.

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Mayor

ATTEST:

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City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2024 PCC RECONSTRUCTION PROGRAM - NW WESTWOOD STREET", and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

**RESOLUTION**

RESOLUTION APPROVING CONSTRUCTION CONTRACT  
AND BOND FOR THE 2024 PCC RECONSTRUCTION  
PROGRAM - NW WESTWOOD STREET

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2024 PCC Reconstruction Program - NW Westwood Street, 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: Sternquist Construction, Inc. of Indianola, Iowa

Amount of bid: \$508,809.85

Bond surety: \_\_\_\_\_

Date of bond: \_\_\_\_\_

Portion of project: All construction work

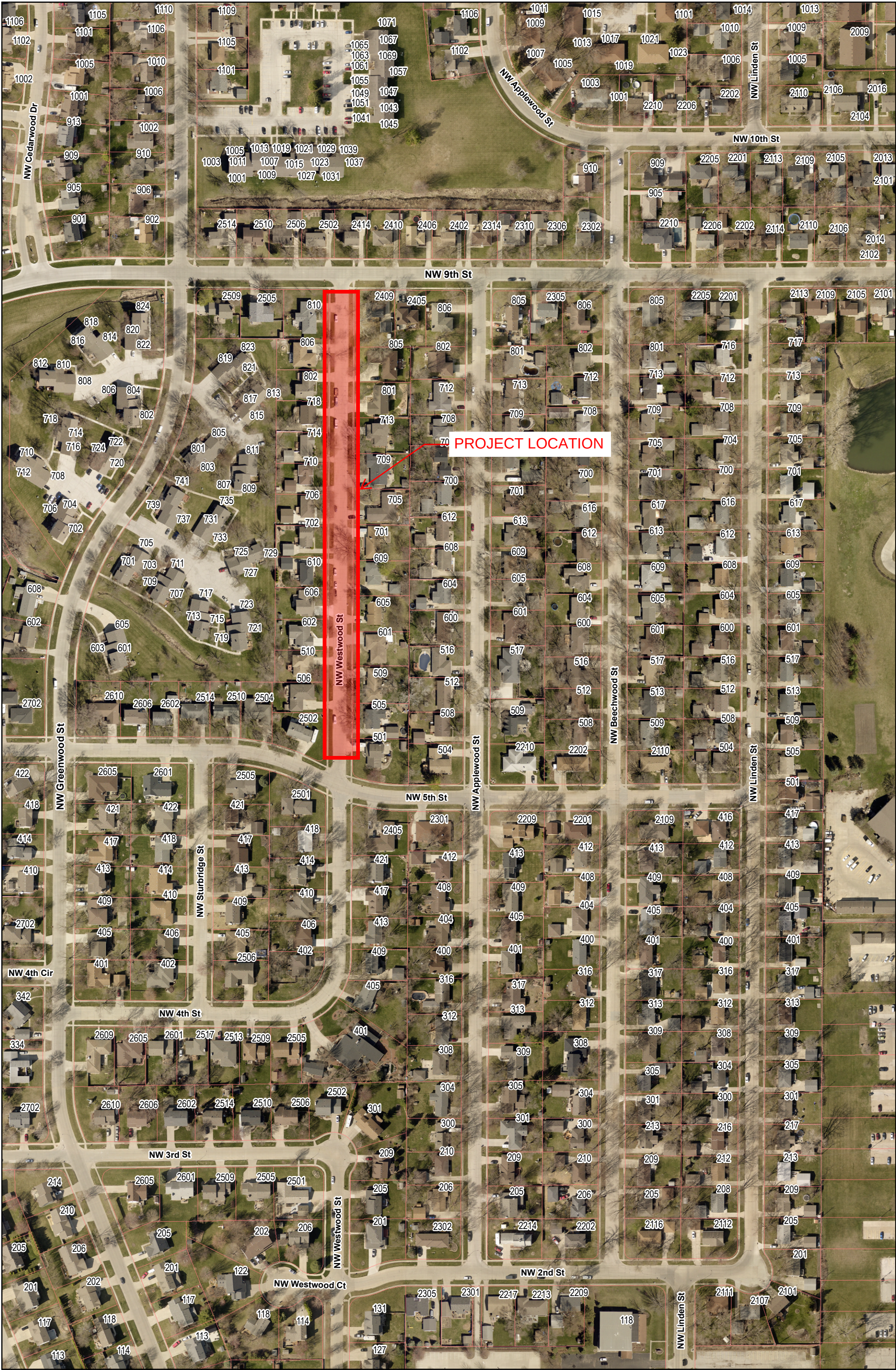
PASSED AND APPROVED this **16<sup>th</sup>** day of **January**, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk







## **CONTRACT**

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 16<sup>th</sup> day of January, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Sternquist Construction, Inc.**, hereinafter called the "Contractor."

WITNESSETH:

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

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

### **2024 PCC RECONSTRUCTION PROGRAM – NW WESTWOOD STREET**

The **2024 PCC Reconstruction Program – NW Westwood Street** project includes pavement reconstruction and minor utility improvements along NW Westwood Street from just north of NW 5<sup>th</sup> Street to just south of NW 9<sup>th</sup> Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,600 SY of 7" thick PCC Class C-SUD street pavement and 550 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor adjustments to existing storm sewer structures, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five Hundred Eight Thousand, Eight Hundred Nine and 85/100 DOLLARS (\$508,809.85), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **fifty (50) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed; compost amendment completed; and the new street and driveways fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work.** 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** after the punch list has been provided to the Contractor following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).



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

**JURISDICTION:**

By \_\_\_\_\_  
Mark E. Holm, Mayor

(Seal)  
ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**CONTRACTOR:**

Sterngvist Construction  
Contractor

By [Signature]  
Signature

President  
Title

1110 N 14th St.  
Street Address

Indianola IA 50125  
City, State, Zip Code

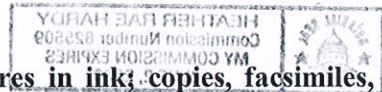
515 961 8127  
Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number C0946-71 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

**NOTE:**

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



CORPORATE ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Warren County)

On this 11<sup>th</sup> day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Britt Sternquist and President, to me known, who, being by me duly sworn, did say that they are the President, and President, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Britt Sternquist and President acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

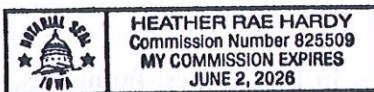


[Signature]  
Notary Public in and for the State of Iowa  
My commission expires June 2nd, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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



Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_



## INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

## CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

| Item No. | Item                                                        | Unit | Total | Unit Price  | Total Price  |
|----------|-------------------------------------------------------------|------|-------|-------------|--------------|
|          | EARTHWORK                                                   |      |       |             |              |
| 2.01     | Clearing and Grubbing                                       | UNIT | 75.4  | \$ 83.00    | \$ 6,258.20  |
| 2.02     | Topsoil, Compost-amended                                    | CY   | 270   | \$ 38.60    | \$ 10,422.00 |
| 2.03     | Excavation, Class 10                                        | CY   | 720   | \$ 21.15    | \$ 15,228.00 |
| 2.04     | Subgrade Preparation, 6" Depth                              | SY   | 4,330 | \$ 2.50     | \$ 10,825.00 |
| 2.05     | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080 | \$ 4.80     | \$ 5,184.00  |
| 2.06     | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330 | \$ 10.30    | \$ 44,599.00 |
| 2.07     | Compaction Testing                                          | LS   | 1     | \$ 2,575.00 | \$ 2,575.00  |
|          | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |       |             |              |
| 3.01     | Trench Compaction Testing                                   | LS   | 1     | \$ 772.50   | \$ 772.50    |
|          | SEWERS AND DRAINS                                           |      |       |             |              |
| 4.01     | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6     | \$ 211.15   | \$ 1,266.90  |
| 4.02     | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34    | \$ 200.85   | \$ 6,828.90  |
| 4.03     | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6     | \$ 484.10   | \$ 2,904.60  |
| 4.04     | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46    | \$ 20.60    | \$ 947.60    |
| 4.05     | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070 | \$ 33.25    | \$ 68,827.50 |
| 4.06     | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6     | \$ 628.30   | \$ 3,769.80  |
| 4.07     | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16    | \$ 247.20   | \$ 3,955.20  |
| 4.08     | Reconnection of Storm Sewer Services                        | EA   | 24    | \$ 278.10   | \$ 6,674.40  |
| 4.09     | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890 | \$ 2.60     | \$ 4,914.00  |
| 4.10     | Removal of Subdrain Cleanout, Type B                        | EA   | 5     | \$ 97.85    | \$ 489.25    |
|          | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |       |             |              |
| 6.01     | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2     | \$ 7,828.00 | \$ 15,656.00 |
| 6.02     | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1     | \$ 1,236.00 | \$ 1,236.00  |



|       |                                                             |    |       |              |               |
|-------|-------------------------------------------------------------|----|-------|--------------|---------------|
| 6.03  | Intake Adjustment, Minor, Single Grate                      | EA | 2     | \$ 1,612.00  | \$ 3,224.00   |
| 6.04  | Remove Intake                                               | EA | 2     | \$ 912.00    | \$ 1,824.00   |
|       | STREETS AND RELATED WORK                                    |    |       |              |               |
| 7.01  | Pavement, PCC, Class C-SUD, 7" Thick                        | SY | 3,610 | \$ 50.90     | \$ 183,749.00 |
| 7.02  | Plastic Concrete Testing                                    | LS | 1     | \$ 3,200.00  | \$ 3,200.00   |
| 7.03  | Removal of Driveway                                         | SY | 490   | \$ 8.25      | \$ 4,042.50   |
| 7.04  | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY | 540   | \$ 56.25     | \$ 30,375.00  |
| 7.05  | Subbase Over-excavation, 6" Depth                           | SY | 430   | \$ 9.55      | \$ 4,106.50   |
| 7.06  | Pavement Removal, PCC                                       | SY | 3,610 | \$ 8.25      | \$ 29,782.50  |
|       | TRAFFIC CONTROL                                             |    |       |              |               |
| 8.01  | Temporary Traffic Control                                   | LS | 1     | \$ 4,250.00  | \$ 4,250.00   |
| 8.02  | Remove and Reinstall Traffic Signs                          | EA | 2     | \$ 232.00    | \$ 464.00     |
|       | SITE WORK AND LANDSCAPING                                   |    |       |              |               |
| 9.01  | Conventional Seeding and Fertilizing, Type 1                | AC | 0.5   | \$ 3,915.00  | \$ 1,957.50   |
| 9.02  | Conventional Seeding and Fertilizing, Type 4                | AC | 0.5   | \$ 412.00    | \$ 206.00     |
| 9.03  | Spot Herbicide Application                                  | AC | 0.5   | \$ 824.00    | \$ 412.00     |
| 9.04  | Erosion Control Mulching, Hydromulching, BFM                | AC | 1.0   | \$ 4,100.00  | \$ 4,100.00   |
| 9.05  | Inlet Protection Device, Surface-applied                    | EA | 6     | \$ 231.75    | \$ 1,390.50   |
| 9.06  | Inlet Protection Device, Drop-in                            | EA | 6     | \$ 231.75    | \$ 1,390.50   |
| 9.07  | Inlet Protection Device, Maintenance                        | EA | 6     | \$ 67.00     | \$ 402.00     |
|       | MISCELLANEOUS                                               |    |       |              |               |
| 11.01 | Mobilization                                                | LS | 1     | \$ 12,000.00 | \$ 12,000.00  |
| 11.02 | Maintenance of Postal Service                               | LS | 1     | \$ 2,885.00  | \$ 2,885.00   |
| 11.03 | Maintenance of Solid Waste Collection                       | LS | 1     | \$ 4,015.00  | \$ 4,015.00   |
| 11.04 | Concrete Washout                                            | LS | 1     | \$ 1,700.00  | \$ 1,700.00   |

**TOTAL CONTRACT AMOUNT =**

**\$ 508,809.85**





**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Sternquist Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Hundred Eight Thousand, Eight Hundred Nine and 85/100 DOLLARS (\$508,809.85), 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 16<sup>th</sup> day of January, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

**2024 PCC RECONSTRUCTION PROGRAM – NW WESTWOOD STREET**

The 2024 PCC Reconstruction Program – NW Westwood Street project includes pavement reconstruction and minor utility improvements along NW Westwood Street from just north of NW 5<sup>th</sup> Street to just south of NW 9<sup>th</sup> Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,600 SY of 7" thick PCC Class C-SUD street pavement and 550 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor adjustments to existing storm sewer structures, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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



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



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

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

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

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

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

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



Witness our hands, in triplicate, this 16th day of January, 2024.

**PRINCIPAL:**

Sternquist Construction, Inc.

Contractor

By



Signature

PRESIDENT

Title

**SURETY:**

Merchants Bonding Company (Mutual)

Surety Company

By



Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

**NOTE:**

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

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of November, 2023.



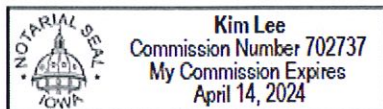
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of November 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January, 2024.



*William Warner Jr.*  
Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2024

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

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

|                                                                                         |                                           |                                            |        |
|-----------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|--------|
| PRODUCER<br>Holmes Murphy & Associates<br>2727 Grand Prairie Parkway<br>Waukee IA 50263 | CONTACT NAME: Jessica Allinson            | FAX (A/C, No):                             |        |
|                                                                                         | PHONE (A/C, No, Ext): 515-381-7409        | E-MAIL ADDRESS: jallinson@holmesmurphy.com |        |
| INSURED<br>Sternquist Construction, Inc<br>1110 N. 14th Street<br>Indianola, IA 50125   | INSURER(S) AFFORDING COVERAGE             |                                            | NAIC # |
|                                                                                         | INSURER A: United Fire & Casualty Company |                                            | 13021  |
|                                                                                         | INSURER B: ACE American Insurance Company |                                            | 22667  |
|                                                                                         | INSURER C: LAFAYETTE INS CO               |                                            | 18295  |
|                                                                                         | INSURER D:                                |                                            |        |
|                                                                                         | INSURER E:                                |                                            |        |
| INSURER F:                                                                              |                                           |                                            |        |

## COVERAGES

CERTIFICATE NUMBER: 155202471

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 60429025                 | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                   |           |          | 60429025                 | 4/1/2023                | 4/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                             |           |          | 60429025                 | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                  | Y/N       | N/A      | 30303590                 | 4/1/2023                | 4/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                            |
| A<br>B   | Inland Marine<br>Property<br>Pollution                                                                                                                                                                                                                                                                                                                                  |           |          | 60429025<br>G24745442011 | 4/1/2023<br>4/1/2023    | 4/1/2024<br>4/1/2024    | Leased/Rented Equi<br>Building & PP<br>Limit Liability<br>250,000<br>1,572,900<br>1,000,000                                                                                                                                                    |

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

Re: 2024 PCC Reconstruction Program - NW Westwood Street

The City of Ankeny is additional insured with regards to General Liability and Auto if required by written contract.

Umbrella is follow form for additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Ankeny  
201 S Ankeny Blvd  
Ankeny IA 50021-3117  
USA

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of January 2, 2024, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:



## ATTACHMENTS:

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 [Minutes](#)

## **MINUTES OF THE ANKENY CITY COUNCIL**

Tuesday, January 2, 2024 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

### **CEREMONY**

1. Mayor Holm administered the Oath of Office to Council Member Jeff Perry.

### **APPROVAL OF AGENDA**

1. Council Member Bentz moved, Shafer seconded, to approve and accept the January 2, 2024 agenda with amendment, removing item J2-1 (Proposed 2024 State Legislative Priorities.)  
Ayes: 4.

### **PUBLIC HEARING**

1. PH 2024-01. Mayor Holm announced this is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024 by changing estimates of revenue and expenditure appropriations. There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget. Notice of this hearing was published in the Des Moines Register on the 21st day of December 2023.

Jennifer Sease, Administrative Services Director, reported that public works expenditures are being amended to include the estimated cost of the special census. It was originally anticipated that these costs would occur in FY 2025, but the U.S. Census Bureau has requested payment in advance for the work to be scheduled in CY 2024.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Bentz moved, Shafer seconded, to close public hearing 2024-01. Ayes: 4.

### **APPROVAL OF CONSENT AGENDA**

#### **Minutes**

1. Official council actions of the regular meeting of December 18, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of December 5, 2023.
3. Receive and file minutes of the Human Rights Commission meeting of October 26, 2023.

#### **Licenses and Permits**

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

#### **Finance/Budget**

5. Change Order #2 increasing the contract amount by \$1,137.32 to All-Star Concrete LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
6. Amendment No. 5 to the Professional Services Agreement increasing the contract amount by \$67,870.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.
7. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$30,320.01 with McClure Engineering Company for construction services on the NW Irvinedale Drive Transmission Main - Phase 3 project.
8. Payment #13, \$14,042.89 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
9. Payment #4, \$52,183.52 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
10. Payment #2, \$23,724.35 to Concrete Connection, LLC, for construction services on the Midway Park - Phase 2 Improvements project.
11. Payment #20, \$8,265.16 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
12. Payment #3, \$4,830.10 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
13. Payment #9, \$38,365.40 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
14. Payment #32, \$1,441.00 to FOX Strand, for engineering services on the Ankeny ASR project.
15. Payment #8, \$22,750.00 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
16. Payment #9, \$20,932.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
17. Payment #4, \$11,897.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
18. Payment #19, \$5,096.35 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
19. Payment #23, \$30,320.01 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.
20. Payment #6, \$3,135.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.
21. Payment #1, \$49,278.25 to Nilles Associates, Inc., for engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project.
22. Payment #1, \$9,564.12 to On Track Construction, LLC for construction services on the 2023 Annual Storm Sewer Repairs project.
23. Payment #17, \$40,178.00 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
24. Payment #34, \$8,489.56 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
25. Payment #33, \$5,673.75 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
26. Payment #3, \$46,633.00 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
27. Payment #29, \$13,498.93 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
28. Payment #8, \$31,836.75 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
29. Payment #8, \$4,471.78 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
30. Payment #9, \$7,005.87 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.



31. January 2, 2024 Accounts Payable by fund: General \$215,276; Road Use Tax \$1,480,167; Police/Fire Pension \$90; Library Foundation \$1,434; Solid Waste \$15,757; Water \$17,492; Sewer \$115,006; Storm Water \$7,240; Golf Course \$8,834; Enterprise Project \$290,695; Revolving \$21,492; Health Insurance \$311; Capital Projects \$625,628; Payroll Totals \$1,879,483; Transfers/ACH (\$206,067); Agenda Payments Approved Separately (\$923,415); Grand Total \$3,549,423.
32. Receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2023.
33. **RESOLUTION 2024-001** accepting a proposal from Dean Snyder Construction in the amount of \$47,941.16 for the replacement construction of a pedestrian bridge at Cascade Falls Aquatic Center.

#### Personnel Items

34. Approve Employer Agreement for Army CSP Individual Internship/Approved DoD SkillBridge Program and authorize the Police Chief to execute said agreement.

#### Community Development

35. Grant preliminary approval of Deer Creek South Plat 3 Final Plat.
36. **RESOLUTION 2024-002** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of First Street Commons Plat 2.

#### Capital Improvement Projects

37. **NW 36th Street Fiber Optic Redundancy**: a) Change Order #1 & Final in the amount of \$913.50; b) Certificate of Completion; c) **RESOLUTION 2024-003** accepting the public improvement with Iowa Signal, Inc. in the amount of \$57,808.50; and d) Final Payment in the amount of \$54,918.07; and Retainage Payment in the amount of \$2,890.43.
38. **NW Irvinedale Drive Transmission Main - Phase 3**: a) Final Change Order #5 decreasing the contract amount by \$52,461.96; b) Certificate of Completion; c) **RESOLUTION 2024-004** accepting the public improvement with McAninch Corporation in the amount of \$1,464,902.04; and d) Final Payment #10 in the amount of \$0.00 / Release of Retainage in the amount of \$44,441.09.
39. **NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard**: a) Final Change Order #5 decreasing the contract amount by \$62,474.49; b) Certificate of Completion; c) **RESOLUTION 2024-005** accepting the public improvements with Elder Corporation in the amount of \$4,290,894.51; and d) Final Payment #8 in the amount of \$36,105.29 and Release of Retainage in the amount of \$214,544.73.
40. **SE 3rd Street Utility Improvements - Phase 1**: a) Final Change Order #5 increasing the contract amount by \$41,864.80; b) Certificate of Completion; c) **RESOLUTION 2024-006** accepting the public improvements with Absolute Group in the amount of \$1,931,178.95; and d) Final Payment #16 in the amount of \$20,343.19 and Release of Retainage in the amount of \$96,558.95.
41. **RESOLUTION 2024-007** setting a public hearing for the approval of documents for the conveyance of proposed Permanent Electric Easement for MidAmerican Energy Company (MEC) across a portion of City-owned property at the Northwest Elevated Water Storage Tank location at 3755 NW Irvinedale Drive. (date of hrg: 2/5/2024 @ 5:30 p.m.)
42. **RESOLUTION 2024-009** ordering construction on the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/30/24 @ 10:30 A.M. / date of hrg: 2/5/24 @ 5:30 P.M.)

#### Administrative Items

43. Receive and file the 2023 Human Rights Commission Annual Report.
44. **RESOLUTION 2024-010** authorizing the Mayor to execute a Memorandum of Agreement (MOA) with the U.S. Census Bureau.

#### Approval of Consent Agenda Items

1. Council Member Perry moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-44. Ayes: Perry, Bentz, Shafer, Ruddy.

### LEGISLATIVE BUSINESS

#### Boards/Commissions Appointments

1. Council Member Ruddy moved, Bentz seconded, to approve the reappointments of Matt Ott and Brett Walker to the Zoning Board of Adjustment, effective through 12/31/28. Ayes: Ruddy, Bentz, Perry, Shafer.

### NEW BUSINESS

1. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2024 (PH 2024-01) Council Member Bentz moved, Ruddy seconded, to adopt **RESOLUTION 2024-008** amending the current budget for fiscal year ending June 30, 2024. Ayes: Bentz, Ruddy, Perry, Shafer.
2. Proposed 2024 State Legislative Priorities. **RESOLUTION 2024-011** establishing the City of Ankeny's 2024 State Legislative Priorities was removed from the agenda in the approval and acceptance of the January 2, 2024 agenda with amendment.
3. Central Iowa Water Works 28E/28F Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2024-012** conditionally authorizing the inclusion of the City of Ankeny as a founding agency of Central Iowa Water Works; and conditionally approving the Central Iowa Water Works 28E/28F agreement; and conditionally authorizing the execution of the Central Iowa Water Works 28E/28F agreement by the City of Ankeny. Ayes: Perry, Ruddy, Bentz, Shafer.

### ADJOURNMENT

1. Moved by Shafer, seconded by Bentz, to go into Executive Session at 5:43 p.m., pursuant to the provisions of Iowa Code Section 21.5.1, subparagraph (c) "to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation". Ayes: Shafer, Bentz, Perry, Ruddy. Council adjourned the executive session at 6:00 p.m. and returned to regular session at 6:02 p.m. Moved by Shafer, seconded by Bentz, to accept settlement agreement with Velasco Ankeny, LLC. Ayes: Shafer, Bentz, Perry, Ruddy.
2. Meeting was adjourned at 6:02 p.m.

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Michelle Yuska, City Clerk

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Mark E. Holm, Mayor

Published in the Des Moines Register on 1/12/24.



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Ensure Economic Vitality

ACTION REQUESTED:  
Motion

LEGAL:

SUBJECT:  
Receive and file minutes of the Plan and Zoning Commission meeting of December 19, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
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|  <a href="#">P&amp;Z Minutes 2023-12-19</a> |





**Meeting Minutes**  
**Plan & Zoning Commission Meeting**  
Tuesday, December 19, 2023  
Ankeny City Council Chambers, Second Floor  
1250 SW District Drive, Ankeny, Iowa

**CALL TO ORDER**

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

**ROLL CALL**

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

**AMENDMENTS TO THE AGENDA**

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

**COMMUNICATIONS**

Communication received from Jack Stinogel, 736 SE Richland Court, Ankeny.

Motion by T.Flack to receive and file correspondence from Jack Stinogel. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

**CITIZEN'S REQUEST**

There were no requests.

**CONSENT AGENDA ITEMS**

**Item #1. Minutes**

Motion to approve and accept the December 5, 2023 minutes of the Plan and Zoning Commission meeting.

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

**PUBLIC HEARINGS**

Chair T.Rapp opened the public hearing.

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

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



and other features from public view. The same barbed wire and screening features are being proposed by the applicant with this PUD as well. He said that the applicant has submitted the required rezoning petitions and all legal notifications were met. Staff will present a complete staff report and recommendation at the next Plan and Zoning Commission.

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

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

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

Chair T.Rapp opened the public hearings.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## **BUSINESS ITEMS**

There were no business items.

## **REPORTS**

### **City Council Meeting**

E.Jensen reported on the December 18, 2023 City Council meeting. Commissioner Annette Renaud was re-appointed for another 4-year term on the Plan and Zoning Commission.

### **Director's Report**

E.Jensen presented the tentative agenda items for the Wednesday, January 3, 2024 Plan and Zoning Commission meeting. He thanked the Commission for their service and wished them a happy holiday.

### **Commissioner's Reports**

R.Weisheit asked whether the water main is complete along the bike trail. E.Jensen said that it is not complete but will send an email to the Commission with an update.

T.Ripper thanked city staff for all their work, and commented that staff's hard work has made Ankeny a great place to live.

## **MISCELLANEOUS ITEMS**

January 2, 2024 – 5:30 p.m. City Council Meeting Representative: Staff

## **ADJOURNMENT**

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 7:02 p.m.



Submitted by Brenda Fuglsang, Secretary  
Plan & Zoning Commission





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
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 13, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

|                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------|
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|  <a href="#">Civil Service minutes</a> |

**Meeting Minutes**  
**Civil Service Commission**  
Monday, November 13, 2023  
11:30 a.m.  
Ankeny Council Chambers  
1250 SW District Dr, Ankeny, Iowa

Ray Blase  
Kevin Tracy  
Laura Luetje

**TO ORDER - ROLL CALL**

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

**1. MOTION TO APPROVE THE MINUTES OF 09-11-23.**

Tracy moved to approve the minutes from September 11, 2023. Blase seconded the motion. All voted aye and the motion carried

**2. MOTION TO CERTIFY THE LIST OF EMPLOYEES ELIGIBLE FOR PROMOTION TO ENGINEER IN THE FIRE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.**

Tracy moved to certify the list of employees eligible for promotion to Engineer in the fire department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for three years.

| RANK | LAST NAME  | FIRST NAME |
|------|------------|------------|
| 1    | Snyder     | Cody       |
| 2    | Jochems    | Chad       |
| 3    | Brose      | Cameron    |
| 4    | Luke       | Quinten    |
| 5    | Harsselaar | Tyler      |
| 6    | Rinehart   | Colton     |
| 7    | Clear      | Zach       |
| 8    | White      | Cole       |
| 9    | Sherzan    | Jenna      |
| 10   | Lippert    | Colton     |

**3. MOTION TO EXHAUST THE LIST FOR TRAFFIC TECHNICIAN THAT WAS CERTIFIED 09-11-23.**

Blase moved to exhaust the list of applicants for traffic technician that was certified September 11, 2023. Tracy seconded the motion. All voted aye and the motion carried.

**4. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO TRAFFIC TECHNICIAN IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.**

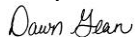
Blase moved to certify the list of applicants eligible for appointment to Traffic Technician in the public works department, subject to passing any further department requirements. Tracy seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

| RANK | LAST NAME  | FIRST NAME  |
|------|------------|-------------|
| 1    | Thompson   | Dakotah     |
| 2    | Hylar      | Christopher |
| 3    | Lagerblade | Walter      |
| 4    | Letourneau | Isaiah      |
| 5    | Miller     | Martin      |
| 6    | McGinnity  | Tyler       |
| 7    | Cox        | Nickolas    |
| 8    | Hawkins    | Dennis      |
| 9    | Cole       | Daniel      |
| 10   | King       | Brian       |
| 11   | Gomez      | Che         |
| 12   | Jones      | Edward      |

**5. ADJOURNMENT**

Being there was no further business; Blase adjourned the meeting at 11:38 a.m.  
Next meeting: tentative Monday, December 11, 2023, at 11:30 am.

Respectfully submitted,



Dawn Gean

Clerk of the Civil Service Commission





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

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ACTION REQUESTED:

Motion

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

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

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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 S Ankeny Blvd - Special Class C Retail Alcohol License (BW) (Renewal) - Effective February 5, 2024.
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, 2024.

3. Hokkaido Ankeny LLC, d/b/a Hokkaido Ramen House, 2732 SE Delaware Ave., Ste.310. - Class C Retail Alcohol License (LC) (New) includes Outdoor Service - Tentatively Effective February 1, 2024. PENDING DRAM ENDORSEMENT.
4. Pheasants Forever, Inc., d/b/a Northern Polk Chapter 282, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 22, 2024.

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**FISCAL IMPACT: Yes**

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

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve the issuance of liquor licenses and / or beer / wine permits.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                   |
|-----------------------------------|
| <a href="#">Click to download</a> |
| No Attachments Available          |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

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

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                |
|  <a href="#">Finance Report</a> |



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## Monthly Finance Report – December 2023

### 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, 2023. 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 22<sup>nd</sup> consecutive year. The Annual Comprehensive Financial Report was received and filed at the January 2, 2024, council meeting.

As for the current year, fiscal year 2024, 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 \$25,413,077 or 56.17% 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, intergovernmental revenue is strong at 64.44% of budget. Also strong is use of money and property revenue at 113.12% of budget. These and other line items are being re-estimated for fiscal year 2024. 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 \$22,245,112 or 48.81% of budget. When reviewing expenditures on the *Major Operating Funds Budget versus Actual* report, one 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. The other program exceeding budget expectations is community and economic development, at 53% of budget. This is due to the leave payout of a retired employee.

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 \$155,975,264 at December 31, 2022, to \$158,912,791 at December 31, 2023. The tax increment financing fund, debt service 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 2025 and the re-estimation of the budget for

fiscal year 2024. The re-estimated budget for fiscal year 2024 will not appear in the monthly financial reports until April 2024. 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 signature is written in a cursive, flowing style.

Annette Graeve  
Finance Officer

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

|                                     |                                 |
|-------------------------------------|---------------------------------|
| Cash Basis Fund Balances            | <u><u>\$ 158,912,790.51</u></u> |
| Investments                         | \$ 144,886,886.82               |
| Checking Account Balance (per bank) | 14,368,788.41                   |
| Deposits in Transit                 | 102,979.09                      |
| Outstanding Checks                  | (448,513.81)                    |
| Cash Drawer/Petty Cash *            | <u>2,650.00</u>                 |
| Total                               | <u><u>\$ 158,912,790.51</u></u> |

|                           |                    |
|---------------------------|--------------------|
| * Cash Drawer/Petty Cash: |                    |
| 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 - Senior Center     | 100.00             |
| Police Department         | 100.00             |
| Public Service Building   | 25.00              |
| Community Development     | 100.00             |
| Water Fund                | 600.00             |
|                           | <u>\$ 2,650.00</u> |

**City of Ankeny**  
**Cash Balance Summary**  
**December 31, 2023**

| <b>Fund</b>                    | <b>Budget Number</b> | <b>Cash Balance July 1, 2023</b> | <b>Revenues</b>         | <b>Transfers In</b>    | <b>Expenditures</b>     | <b>Transfers Out</b>   | <b>Cash Balance December 31, 2023</b> |
|--------------------------------|----------------------|----------------------------------|-------------------------|------------------------|-------------------------|------------------------|---------------------------------------|
| General:                       |                      |                                  |                         |                        |                         |                        |                                       |
| General                        | 100                  | \$ 35,273,769.10                 | \$ 25,413,077.27        | \$ -                   | \$ 22,245,111.97        | \$ 1,316,515.61        | \$ 37,125,218.79                      |
| Hotel/Motel Tax                | 233                  | 578,066.43                       | -                       | 1,316,515.61           | 872,623.98              | -                      | 1,021,958.06                          |
| Special Revenue:               |                      |                                  |                         |                        |                         |                        |                                       |
| Fire Gift                      | 220                  | 33,104.14                        | 765.00                  | -                      | -                       | -                      | 33,869.14                             |
| Hawkeye Park Player Fees       | 240                  | 37,850.78                        | 2,895.00                | -                      | 10,028.57               | -                      | 30,717.21                             |
| Police Gift                    | 250                  | 10,176.53                        | 14,495.00               | -                      | -                       | -                      | 24,671.53                             |
| Road Use Tax                   | 260                  | 9,930,750.11                     | 4,915,132.53            | -                      | 3,678,831.66            | -                      | 11,167,050.98                         |
| Police Seizure                 | 270                  | 99,392.04                        | 4,003.12                | -                      | 34,440.14               | -                      | 68,955.02                             |
| Tax Increment Financing        | 280                  | 2,433,185.10                     | 5,982,274.53            | -                      | 100,904.00              | -                      | 8,314,555.63                          |
| Police and Fire Retirement     | 290                  | 1,547,627.46                     | 1,372,382.61            | -                      | 1,298,355.83            | -                      | 1,621,654.24                          |
| Landfill Post-Closure          | 295                  | 86,375.45                        | -                       | -                      | -                       | -                      | 86,375.45                             |
| Friends of the Ankeny Library  | 430                  | 86,817.57                        | 24,252.35               | -                      | 34,573.09               | -                      | 76,496.83                             |
| Park Dedication                | 440                  | 499,761.95                       | -                       | -                      | -                       | -                      | 499,761.95                            |
| Sports Complex Foundation      | 445                  | 131,474.06                       | 14,550.00               | -                      | -                       | -                      | 146,024.06                            |
| Ankeny Garden Club             | 446                  | 9,566.84                         | -                       | -                      | -                       | -                      | 9,566.84                              |
| Miracle Park Fund              | 448                  | 69,996.82                        | 3,209.20                | -                      | 630.94                  | -                      | 72,575.08                             |
| Dog Park Trust Fund            | 449                  | 1,376.46                         | -                       | -                      | -                       | -                      | 1,376.46                              |
| P&R Scholarship Fund           | 450                  | 27,173.90                        | -                       | -                      | 291.75                  | -                      | 26,882.15                             |
| Civic Trust Fund               | 484                  | 322,833.46                       | 17,267.92               | -                      | -                       | -                      | 340,101.38                            |
| Debt Service                   | 300                  | 1,890,977.70                     | 7,995,453.84            | -                      | 2,267,800.72            | -                      | 7,618,630.82                          |
| Enterprise:                    |                      |                                  |                         |                        |                         |                        |                                       |
| Solid Waste                    | 500                  | 459,780.72                       | 708,999.86              | -                      | 673,671.41              | -                      | 495,109.17                            |
| Utility Deposits               | 505                  | 406,262.12                       | 114,426.45              | -                      | 95,475.00               | -                      | 425,213.57                            |
| Water Operations               | 510                  | 16,671,547.67                    | 12,714,771.52           | -                      | 7,074,940.55            | 974,067.60             | 21,337,311.04                         |
| Water Improvement              | 520                  | 1,761,600.00                     | -                       | -                      | -                       | -                      | 1,761,600.00                          |
| Water Sinking                  | 530                  | 1,940,827.30                     | -                       | 974,067.60             | 284,819.41              | -                      | 2,630,075.49                          |
| Sewer Operations               | 550                  | 12,344,479.03                    | 8,876,666.30            | -                      | 5,300,502.34            | -                      | 15,920,642.99                         |
| Sewer Improvement              | 560                  | 3,401,518.12                     | -                       | -                      | -                       | -                      | 3,401,518.12                          |
| Sewer Sinking                  | 570                  | -                                | -                       | -                      | -                       | -                      | -                                     |
| Storm Water                    | 580                  | 2,052,671.85                     | 1,796,205.84            | -                      | 596,378.24              | -                      | 3,252,499.45                          |
| Golf Course                    | 590                  | 1,823,641.03                     | 1,411,676.74            | -                      | 1,292,351.91            | -                      | 1,942,965.86                          |
| Capital Project:               |                      |                                  |                         |                        |                         |                        |                                       |
| Utility Fund Capital Projects  | 6**                  | 13,057,074.43                    | 5,086,223.64            | 374.00                 | 10,328,016.88           | 374.00                 | 7,815,281.19                          |
| Special Assessments            | 8**                  | 22,157.71                        | 479,689.00              | -                      | -                       | -                      | 501,846.71                            |
| Capital Projects               | 8** & 9**            | 35,629,809.37                    | 5,110,537.69            | 668.72                 | 20,799,025.35           | 668.72                 | 19,941,321.71                         |
| <b>Total Budgeted</b>          |                      | <b>\$ 142,641,645.25</b>         | <b>\$ 82,058,955.41</b> | <b>\$ 2,291,625.93</b> | <b>\$ 76,988,773.74</b> | <b>\$ 2,291,625.93</b> | <b>\$ 147,711,826.92</b>              |
| Internal Service:              |                      |                                  |                         |                        |                         |                        |                                       |
| Revolving                      | 710                  | 611,246.64                       | 797,206.84              | -                      | 755,438.10              | -                      | 653,015.38                            |
| Risk Management                | 720                  | 960,958.60                       | 1,523,906.49            | -                      | 1,076,615.12            | -                      | 1,408,249.97                          |
| Health Insurance               | 730                  | 6,437,221.18                     | 2,841,707.31            | -                      | 2,595,548.22            | -                      | 6,683,380.27                          |
| Sustainability Revolving Loan  | 770                  | 29,728.79                        | -                       | -                      | -                       | -                      | 29,728.79                             |
| Economic Development Revolving | 780                  | 273,191.85                       | 2,600.00                | -                      | -                       | -                      | 275,791.85                            |
| Equipment Reserve              | 790                  | 2,083,944.91                     | 66,852.42               | -                      | -                       | -                      | 2,150,797.33                          |
| <b>Total Unbudgeted</b>        |                      | <b>\$ 10,396,291.97</b>          | <b>\$ 5,232,273.06</b>  | <b>\$ -</b>            | <b>\$ 4,427,601.44</b>  | <b>\$ -</b>            | <b>\$ 11,200,963.59</b>               |
| <b>Total <sup>(1)</sup></b>    |                      | <b>\$ 153,037,937.22</b>         | <b>\$ 87,291,228.47</b> | <b>\$ 2,291,625.93</b> | <b>\$ 81,416,375.18</b> | <b>\$ 2,291,625.93</b> | <b>\$ 158,912,790.51</b>              |

<sup>(1)</sup> Includes interfund transactions.



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

| <b>Fund</b>                                | <b>Budget<br/>Number</b> | <b>Cash Balance<br/>July 1, 2023</b> | <b>Revenues</b>        | <b>Transfers<br/>In</b> | <b>Expenditures</b>     | <b>Transfers<br/>Out</b> | <b>Cash Balance<br/>December 31, 2023</b> |
|--------------------------------------------|--------------------------|--------------------------------------|------------------------|-------------------------|-------------------------|--------------------------|-------------------------------------------|
| Utility Fund Capital Projects:             |                          |                                      |                        |                         |                         |                          |                                           |
| Water Main Replacement                     | 610                      | \$ 1,577,814.78                      | \$ -                   | \$ -                    | \$ 334,036.82           | \$ -                     | \$ 1,243,777.96                           |
| Northwest Water Tower                      | 611                      | (439,540.00)                         | -                      | -                       | 53,118.43               | -                        | (492,658.43)                              |
| SE Magazine Storage Tank Repaint           | 612                      | 50,000.00                            | -                      | -                       | -                       | -                        | 50,000.00                                 |
| North Ankeny Blvd Water Main               | 614                      | 22,748.79                            | -                      | -                       | -                       | -                        | 22,748.79                                 |
| NE 36th St & NE 38th St Water Main Loop    | 618                      | 240,563.25                           | -                      | -                       | 152,198.00              | -                        | 88,365.25                                 |
| 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                      | 111,891.56                           | -                      | -                       | -                       | -                        | 111,891.56                                |
| SW Irvinedale Dr Transmission Main-Ph 3    | 623                      | (14,877.41)                          | -                      | -                       | 777.45                  | -                        | (15,654.86)                               |
| NW Irvinedale Water Main-Trestle to 36th   | 628                      | 100,000.00                           | -                      | -                       | -                       | -                        | 100,000.00                                |
| High Trestle Trail Transmission Main       | 629                      | (43,963.49)                          | 3,207,030.33           | -                       | 3,184,445.30            | -                        | (21,378.46)                               |
| Saylorville Feeder Main                    | 630                      | -                                    | -                      | -                       | 603,150.00              | -                        | (603,150.00)                              |
| Aquifer Storage Replacement #1             | 632                      | 339,622.35                           | -                      | -                       | 237,718.40              | -                        | 101,903.95                                |
| S Ankeny Blvd Transmission Main            | 633                      | -                                    | 1,879,193.31           | -                       | 2,089,549.62            | -                        | (210,356.31)                              |
| NW 36th & NW Weigel Water Main             | 634                      | 22,084.91                            | -                      | -                       | -                       | -                        | 22,084.91                                 |
| High Trestle Trail Transmission-Phase 2    | 637                      | (374.00)                             | -                      | 374.00                  | 27,950.00               | -                        | (27,950.00)                               |
| SE Delaware Grnd Storage Tank Repaint      | 638                      | 359,775.00                           | -                      | -                       | 227,956.34              | 374.00                   | 131,444.66                                |
| Sanitary Sewer Replacement                 | 650                      | 1,962,647.46                         | -                      | -                       | 265,088.80              | -                        | 1,697,558.66                              |
| Trestle Ridge Trunk Sewer Cost Share       | 651                      | 600,000.00                           | -                      | -                       | -                       | -                        | 600,000.00                                |
| West Outfall Relief Sewer                  | 652                      | 135,456.87                           | -                      | -                       | -                       | -                        | 135,456.87                                |
| Otter Creek Trunk Sewer-Phase 4            | 655                      | 236,589.72                           | -                      | -                       | 60,904.00               | -                        | 175,685.72                                |
| NE Crestmoor San Sewer Replacement         | 656                      | 511,010.01                           | -                      | -                       | 479,053.95              | -                        | 31,956.06                                 |
| Otter Creek Trunk Sewer Extension          | 657                      | 416,786.18                           | -                      | -                       | -                       | -                        | 416,786.18                                |
| SE 3rd Trunk Swr Ext-SE Grant to SE Sharon | 658                      | 405,125.96                           | -                      | -                       | 343,629.72              | -                        | 61,496.24                                 |
| NW Northlawn Area Sanitary Swr Improve     | 659                      | 37,741.72                            | -                      | -                       | -                       | -                        | 37,741.72                                 |
| Four Mile Creek Trunk Sewer                | 660                      | 2,783,603.66                         | -                      | -                       | 1,513,287.36            | -                        | 1,270,316.30                              |
| Deer Creek Trunk Sewer                     | 661                      | 475,253.92                           | -                      | -                       | -                       | -                        | 475,253.92                                |
| Storm Sewer Replacement                    | 680                      | 750,322.13                           | -                      | -                       | 95,076.23               | -                        | 655,245.90                                |
| SE Creekview Drive Wetland                 | 683                      | (2,500.00)                           | -                      | -                       | 870.00                  | -                        | (3,370.00)                                |
| Westwinds Storm Sewer Extension            | 685                      | 218,904.67                           | -                      | -                       | 222,106.78              | -                        | (3,202.11)                                |
| High Trestle Trail Channel Stab. - Phase 1 | 688                      | 109,768.50                           | -                      | -                       | 57,926.76               | -                        | 51,841.74                                 |
| 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                      | 42,375.01                            | -                      | -                       | 646.76                  | -                        | 41,728.25                                 |
| SE 3rd Street Storm Sewer Improvements     | 695                      | 739,228.14                           | -                      | -                       | 375,445.17              | -                        | 363,782.97                                |
| Tributary to Four Mile Creek Stabilization | 696                      | 97,108.60                            | -                      | -                       | 3,080.99                | -                        | 94,027.61                                 |
| Total Utility Fund Capital Projects        |                          | <u>\$ 13,057,074.43</u>              | <u>\$ 5,086,223.64</u> | <u>\$ 374.00</u>        | <u>\$ 10,328,016.88</u> | <u>\$ 374.00</u>         | <u>\$ 7,815,281.19</u>                    |

**City of Ankeny**  
**Capital Projects Cash Balance Summary**  
**December 31, 2023**

| <b>Fund</b>                                    | <b>Budget<br/>Number</b> | <b>Cash Balance<br/>July 1, 2023</b> | <b>Revenues</b>        | <b>Transfers<br/>In</b> | <b>Expenditures</b>     | <b>Transfers<br/>Out</b> | <b>Cash Balance<br/>December 31, 2023</b> |
|------------------------------------------------|--------------------------|--------------------------------------|------------------------|-------------------------|-------------------------|--------------------------|-------------------------------------------|
| Capital Project Funds:                         |                          |                                      |                        |                         |                         |                          |                                           |
| PRSC Tennis Courts Overlay                     | 882                      | \$ 360,000.00                        | \$ -                   | \$ -                    | \$ -                    | \$ -                     | \$ 360,000.00                             |
| NW State St Extension Preliminary Design       | 885                      | 402,880.86                           | -                      | -                       | 279,304.10              | -                        | 123,576.76                                |
| S Anky Blvd Imprv-SE Pete to 1st Street        | 886                      | 175,255.17                           | -                      | -                       | 280,811.62              | -                        | (105,556.45)                              |
| SW Magazine & SW State Intersection            | 887                      | 60,000.00                            | -                      | -                       | -                       | -                        | 60,000.00                                 |
| Fiber Optic Network Upgrade                    | 888                      | 200,000.00                           | -                      | -                       | 115,376.89              | -                        | 84,623.11                                 |
| SE Corp Woods & SE Crosswinds Traffic          | 889                      | 40,000.00                            | -                      | -                       | 23,815.50               | -                        | 16,184.50                                 |
| NE 62nd RBC Culvert for 4 Mile Creek           | 892                      | 75,000.00                            | -                      | -                       | 28,232.50               | -                        | 46,767.50                                 |
| NW 36th & NW Weigel Asphalt Overlays           | 895                      | 200,746.13                           | -                      | -                       | 96,186.81               | -                        | 104,559.32                                |
| NE 36th Reconstruction-I-35 to Four Mile       | 896                      | (463,337.87)                         | -                      | -                       | 571,665.07              | -                        | (1,035,002.94)                            |
| Des Moines Street Parks Development            | 897                      | 2,467,163.96                         | -                      | -                       | 424,034.60              | -                        | 2,043,129.36                              |
| HTT Trailhead Restroom & Amenities             | 898                      | 60,000.00                            | -                      | -                       | 135,000.00              | -                        | (75,000.00)                               |
| BAN/Bond Activity                              | 900                      | 916,959.10                           | 656,861.71             | -                       | 49,207.21               | -                        | 1,524,613.60                              |
| Fire Station No. 4                             | 901                      | 825,827.79                           | -                      | -                       | 212,450.11              | -                        | 613,377.68                                |
| Lakeside Center Repurposing                    | 903                      | 315,000.00                           | -                      | -                       | -                       | -                        | 315,000.00                                |
| Senior Center                                  | 905                      | 422,241.34                           | -                      | -                       | 12,418.21               | -                        | 409,823.13                                |
| Public Works Winter Ops Satellite Facility     | 907                      | 90,000.00                            | -                      | -                       | -                       | -                        | 90,000.00                                 |
| SE Hulsizer Road Realignment                   | 908                      | 19,921.96                            | -                      | -                       | 7,000.00                | -                        | 12,921.96                                 |
| NW Irvinedale/NW 18th St Turn Lane             | 910                      | 51,500.00                            | -                      | -                       | -                       | -                        | 51,500.00                                 |
| N Ankeny Blvd & 18th St Int Improvements       | 913                      | 159,660.70                           | -                      | -                       | 416,173.32              | -                        | (256,512.62)                              |
| Park Maintenance Facility Renovation           | 914                      | 9,902.00                             | -                      | -                       | -                       | -                        | 9,902.00                                  |
| Pavement Preservation Program                  | 915                      | (70,937.05)                          | -                      | -                       | 4,172.75                | -                        | (75,109.80)                               |
| Annual Street Replacement Program              | 916                      | 1,836,677.75                         | -                      | -                       | 1,144,458.42            | -                        | 692,219.33                                |
| Elementary Schools Walkability Imprvmnts       | 917                      | (35,502.00)                          | -                      | -                       | 148,185.86              | -                        | (183,687.86)                              |
| Prairie Ridge Sports Complex                   | 920                      | 68,299.02                            | -                      | -                       | 14,427.25               | -                        | 53,871.77                                 |
| NW Irvinedale & NW 18th Inters Imprvmnts       | 922                      | 93,403.50                            | -                      | -                       | 62,137.75               | -                        | 31,265.75                                 |
| NE Frisk Dr Bridge Over Deer Creek             | 924                      | 90,000.00                            | -                      | -                       | 90,000.00               | -                        | -                                         |
| Miracle Field                                  | 925                      | 49,215.10                            | -                      | -                       | -                       | -                        | 49,215.10                                 |
| Community Entrance Signage                     | 927                      | 48,554.20                            | -                      | -                       | -                       | -                        | 48,554.20                                 |
| Library                                        | 928                      | 103,522.58                           | -                      | -                       | -                       | -                        | 103,522.58                                |
| SW Oralabor & SW Edgewood Intersection         | 929                      | 50,000.00                            | -                      | -                       | -                       | -                        | 50,000.00                                 |
| Public Facility Improvements                   | 930                      | 19,156.54                            | -                      | -                       | -                       | -                        | 19,156.54                                 |
| PRSC-Softball Bleacher Canopies                | 931                      | 2,452.18                             | -                      | -                       | -                       | -                        | 2,452.18                                  |
| Cherry Glen Ballfield                          | 933                      | 151,084.70                           | -                      | -                       | 188,009.69              | 668.72                   | (37,593.71)                               |
| NW 36th & NW State Interim Improvements        | 935                      | (59,743.47)                          | -                      | -                       | -                       | -                        | (59,743.47)                               |
| Annual Sidewalks/Trails                        | 936                      | 322,670.25                           | -                      | -                       | 339,764.05              | -                        | (17,093.80)                               |
| Older Parks Renovation                         | 937                      | 86,980.19                            | -                      | -                       | -                       | -                        | 86,980.19                                 |
| High Trestle Trail Extension                   | 938                      | (1,621,992.61)                       | 59,753.00              | -                       | 78,734.86               | -                        | (1,640,974.47)                            |
| NE 54 Street Bridge & Trail                    | 945                      | (228,478.11)                         | 88,852.31              | -                       | -                       | -                        | (139,625.80)                              |
| I35 & Corp Woods Interchange Report            | 946                      | 50,000.00                            | -                      | -                       | -                       | -                        | 50,000.00                                 |
| N Ankeny Blvd Imprvmnts - 1st St to 11th St    | 949                      | 250,000.00                           | -                      | -                       | 129,284.99              | -                        | 120,715.01                                |
| Asphalt Street Resurfacing                     | 950                      | 708,754.25                           | -                      | -                       | 383,731.72              | -                        | 325,022.53                                |
| E 1st/I-35 Interchange Improvements            | 951                      | 1,111,569.00                         | -                      | -                       | 666,666.66              | -                        | 444,902.34                                |
| NW 18th Recon-NW Ash to N Anky Blvd            | 953                      | 4,270,439.92                         | -                      | -                       | 3,696,222.81            | -                        | 574,217.11                                |
| NE Four Mile Drive RCB Culvert                 | 955                      | 190,327.93                           | 70,792.00              | -                       | -                       | -                        | 261,119.93                                |
| Rock Creek Trail & Native Plantings            | 957                      | 4,718.85                             | -                      | -                       | 51,060.50               | -                        | (46,341.65)                               |
| NW 18th St Extension-Weigel to Spruce          | 959                      | 783,047.90                           | -                      | -                       | 196,048.67              | -                        | 586,999.23                                |
| Street Patching Program                        | 963                      | 1,291,913.53                         | 3,375.60               | -                       | 757,330.18              | -                        | 537,958.95                                |
| Traffic Signalization                          | 965                      | 1,741,077.73                         | -                      | -                       | 514,400.84              | -                        | 1,226,676.89                              |
| NW 26th Street Widening                        | 967                      | 250,000.00                           | -                      | -                       | -                       | -                        | 250,000.00                                |
| SW State St Recon-SW Ordinance to W 1st        | 968                      | 1,765,148.18                         | -                      | -                       | 1,394,977.44            | -                        | 370,170.74                                |
| E 1st Widening-Frisk to Four Mile              | 969                      | 26,500.00                            | -                      | -                       | -                       | -                        | 26,500.00                                 |
| W 1st Widening & Improvements-Phase 1          | 970                      | (449,119.94)                         | -                      | -                       | 134,976.69              | -                        | (584,096.63)                              |
| Park Development                               | 973                      | 469,143.42                           | 6,500.00               | 668.72                  | 359,371.00              | -                        | 116,941.14                                |
| Park Land Acquisition                          | 974                      | 81,688.18                            | -                      | -                       | -                       | -                        | 81,688.18                                 |
| Uptown Parking Improvements                    | 975                      | 373,440.00                           | -                      | -                       | 201,233.04              | -                        | 172,206.96                                |
| Prairie Trail Public Improvements              | 977                      | 4,818,149.83                         | -                      | -                       | -                       | -                        | 4,818,149.83                              |
| NE Delaware Reconstruction 5th-18th            | 979                      | 2,574,615.20                         | 1,465,591.33           | -                       | 4,087,621.35            | -                        | (47,414.82)                               |
| S Ankeny & Magazine Safety                     | 982                      | (106,009.17)                         | -                      | -                       | 897.00                  | -                        | (106,906.17)                              |
| SE Crosswinds/SE 77th Improvements             | 983                      | (2,391,441.09)                       | 2,758,811.74           | -                       | 367,370.66              | -                        | (0.01)                                    |
| PRSC Parking Lot Improvements                  | 987                      | 90,667.00                            | -                      | -                       | -                       | -                        | 90,667.00                                 |
| Oralabor & State Street Overpass               | 988                      | (34,410.76)                          | -                      | -                       | -                       | -                        | (34,410.76)                               |
| High Trestle Trail Trailhead & Pkg Lot         | 989                      | 74,205.79                            | -                      | -                       | 4,351.49                | -                        | 69,854.30                                 |
| High Trestle Trail Experience Park             | 990                      | 665,691.25                           | -                      | -                       | 950.00                  | -                        | 664,741.25                                |
| NW 36th Widening from Ash to Ankeny Blvd       | 992                      | 981,790.48                           | -                      | -                       | 1,074,493.75            | -                        | (92,703.27)                               |
| SE Delaware Widening                           | 993                      | 30,981.93                            | -                      | -                       | 79,398.02               | -                        | (48,416.09)                               |
| Street/Sidewalk Oversizing                     | 995                      | 34,619.72                            | -                      | -                       | 32,782.00               | -                        | 1,837.72                                  |
| Capital Projects Reserve                       | 997                      | 6,916,103.39                         | -                      | -                       | -                       | -                        | 6,916,103.39                              |
| SW Oralabor & State Safety Improvements        | 998                      | 1,762,112.94                         | -                      | -                       | 1,944,289.97            | -                        | (182,177.03)                              |
| <b>Total Non Utility Fund Capital Projects</b> |                          | <b>\$ 35,629,809.37</b>              | <b>\$ 5,110,537.69</b> | <b>\$ 668.72</b>        | <b>\$ 20,799,025.35</b> | <b>\$ 668.72</b>         | <b>\$ 19,941,321.71</b>                   |

**City of Ankeny**  
**Revenue Summary by Fund**  
**December 31, 2023**

| <b>Fund</b>                              | <b>Budget<br/>Number</b> | <b>2021-22<br/>Actual</b> | <b>2022-23<br/>Actual</b> | <b>2023-24<br/>Budget</b> | <b>As of<br/>December 31, 2023</b> | <b>Variance</b>           | <b>Percent <sup>(2)</sup></b> |
|------------------------------------------|--------------------------|---------------------------|---------------------------|---------------------------|------------------------------------|---------------------------|-------------------------------|
| General:                                 |                          |                           |                           |                           |                                    |                           |                               |
| General                                  | 100                      | \$ 40,677,426.76          | \$ 44,806,791.52          | \$ 45,242,433.00          | \$ 25,413,077.27                   | \$ (19,829,355.73)        | 56.17%                        |
| Hotel/Motel Tax                          | 233                      | 2,664.51                  | 19,235.10                 | 6,000.00                  | -                                  | (6,000.00)                | 0.00%                         |
| Special Revenue:                         |                          |                           |                           |                           |                                    |                           |                               |
| Fire Gift                                | 220                      | 2,439                     | 6,536                     | 5,300.00                  | 765.00                             | (4,535.00)                | 14.43%                        |
| Hawkeye Park Player Fees                 | 240                      | 9,378.03                  | 7,641.94                  | 10,400.00                 | 2,895.00                           | (7,505.00)                | 27.84%                        |
| Police Gift                              | 250                      | 4,209.82                  | 4,073.60                  | 4,100.00                  | 14,495.00                          | 10,395.00                 | 353.54%                       |
| Road Use Tax                             | 260                      | 9,074,922.97              | 9,577,651.33              | 8,935,310.00              | 4,915,132.53                       | (4,020,177.47)            | 55.01%                        |
| Police Seizure                           | 270                      | 12,434.91                 | 22,100.89                 | 6,800.00                  | 4,003.12                           | (2,796.88)                | 58.87%                        |
| Tax Increment Financing                  | 280                      | 9,148,707.02              | 10,056,491.47             | 10,399,833.00             | 5,982,274.53                       | (4,417,558.47)            | 57.52%                        |
| Police and Fire Retirement               | 290                      | 2,393,282.25              | 2,546,782.13              | 2,662,549.00              | 1,372,382.61                       | (1,290,166.39)            | 51.54%                        |
| Landfill Post-Closure                    | 295                      | 124.62                    | 1,896.90                  | 800.00                    | -                                  | (800.00)                  | 0.00%                         |
| Friends of the Ankeny Library            | 430                      | 47,841.33                 | 44,723.83                 | 46,700.00                 | 24,252.35                          | (22,447.65)               | 51.93%                        |
| Park Dedication                          | 440                      | 30,723.29                 | 47,100.34                 | 5,000.00                  | -                                  | (5,000.00)                | 0.00%                         |
| Sports Complex Foundation                | 445                      | 15,875.92                 | 17,604.74                 | 14,000.00                 | 14,550.00                          | 550.00                    | 103.93%                       |
| Ankeny Garden Club                       | 446                      | 1,449.54                  | 1,592.45                  | 1,420.00                  | -                                  | (1,420.00)                | 0.00%                         |
| Miracle Park Fund                        | 448                      | 10,853.15                 | 8,517.47                  | 5,600.00                  | 3,209.20                           | (2,390.80)                | 57.31%                        |
| Dog Park Trust Fund                      | 449                      | 333.93                    | 767.55                    | -                         | -                                  | -                         |                               |
| P&R Scholarship Fund                     | 450                      | -                         | 27,173.90                 | -                         | -                                  | -                         |                               |
| Civic Trust Fund                         | 484                      | 186,464.14                | -                         | -                         | 17,267.92                          | 17,267.92                 |                               |
| Debt Service                             | 300                      | 29,364,984.36             | 15,102,496.15             | 15,497,792.00             | 7,995,453.84                       | (7,502,338.16)            | 51.59%                        |
| Enterprise:                              |                          |                           |                           |                           |                                    |                           |                               |
| Solid Waste                              | 500                      | 1,183,182.09              | 1,363,021.03              | 1,475,000.00              | 708,999.86                         | (766,000.14)              | 48.07%                        |
| Utility Deposits                         | 505                      | 201,802.31                | 190,642.85                | 217,000.00                | 114,426.45                         | (102,573.55)              | 52.73%                        |
| Water Operations                         | 510                      | 18,128,905.67             | 19,545,481.82             | 21,619,504.00             | 12,714,771.52                      | (8,904,732.48)            | 58.81%                        |
| Water Improvement                        | 520                      | -                         | -                         | -                         | -                                  | -                         |                               |
| Water Sinking                            | 530                      | -                         | -                         | -                         | -                                  | -                         |                               |
| Sewer Operations                         | 550                      | 17,758,873.85             | 17,085,080.35             | 16,854,119.00             | 8,876,666.30                       | (7,977,452.70)            | 52.67%                        |
| Sewer Improvement                        | 560                      | -                         | -                         | -                         | -                                  | -                         |                               |
| Sewer Sinking                            | 570                      | -                         | -                         | -                         | -                                  | -                         |                               |
| Storm Water                              | 580                      | 3,413,386.00              | 3,671,742.25              | 3,643,814.00              | 1,796,205.84                       | (1,847,608.16)            | 49.29%                        |
| Golf Course                              | 590                      | 2,224,378.94              | 2,573,720.83              | 1,934,000.00              | 1,411,676.74                       | (522,323.26)              | 72.99%                        |
| Capital Project:                         |                          |                           |                           |                           |                                    |                           |                               |
| Utility Fund Capital Projects            | 6**                      | 6,578,382.26              | 3,393,193.39              | 7,845,000.00              | 5,086,223.64                       | (2,758,776.36)            | 64.83%                        |
| Special Assessments                      | 8**                      | -                         | 277,157.71                | -                         | 479,689.00                         | 479,689.00                |                               |
| Capital Projects                         | 9**                      | 25,146,661.48             | 15,806,305.27             | 22,337,913.00             | 5,110,537.69                       | (17,227,375.31)           | 22.88%                        |
| <b>Total Budgeted Revenues</b>           |                          | <b>\$ 165,619,688.54</b>  | <b>\$ 146,205,522.84</b>  | <b>\$ 158,770,387.00</b>  | <b>\$ 82,058,955.41</b>            | <b>\$ (76,711,431.59)</b> | <b>51.68%</b>                 |
| Internal Service:                        |                          |                           |                           |                           |                                    |                           |                               |
| Revolving                                | 710                      | \$ 1,343,470.86           | \$ 1,472,271.23           | \$ 1,789,570.00           | \$ 797,206.84                      | \$ (992,363.16)           | 44.55%                        |
| Risk Management                          | 720                      | 1,280,848.03              | 2,354,386.64              | 1,498,000.00              | 1,523,906.49                       | 25,906.49                 | 101.73%                       |
| Health Insurance                         | 730                      | 4,805,782.88              | 5,394,634.32              | 5,215,000.00              | 2,841,707.31                       | (2,373,292.69)            | 54.49%                        |
| Sustainability Revolving Loan            | 770                      | 1,370.00                  | 1,230.73                  | 200.00                    | -                                  | (200.00)                  | 0.00%                         |
| Economic Development Revolving           | 780                      | 14,421.21                 | 8,726.69                  | 4,600.00                  | 2,600.00                           | (2,000.00)                | 56.52%                        |
| Equipment Reserve                        | 790                      | 135,059.94                | 134,122.32                | 303,385.00                | 66,852.42                          | (236,532.58)              | 22.04%                        |
| <b>Total Unbudgeted Revenues</b>         |                          | <b>\$ 7,580,952.92</b>    | <b>\$ 9,365,371.93</b>    | <b>\$ 8,810,755.00</b>    | <b>\$ 5,232,273.06</b>             | <b>\$ (3,578,481.94)</b>  | <b>59.39%</b>                 |
| <b>Total All Revenues <sup>(1)</sup></b> |                          | <b>\$ 173,200,641.46</b>  | <b>\$ 155,570,894.77</b>  | <b>\$ 167,581,142.00</b>  | <b>\$ 87,291,228.47</b>            | <b>\$ (80,289,913.53)</b> | <b>52.09%</b>                 |

<sup>(1)</sup> Includes interfund transactions.

<sup>(2)</sup> December is 50% of the fiscal year.

**City of Ankeny**  
**Expenditure Summary by Fund**  
**December 31, 2023**

| <b>Fund</b>                                  | <b>Budget Number</b> | <b>2021-22 Actual</b>    | <b>2022-23 Actual</b>    | <b>2023-24 Budget</b>    | <b>As of December 31, 2023</b> | <b>Variance</b>            | <b>Percent <sup>(2)</sup></b> |
|----------------------------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------------|----------------------------|-------------------------------|
| General:                                     |                      |                          |                          |                          |                                |                            |                               |
| General                                      | 100                  | \$ 35,445,204.86         | \$ 39,926,831.86         | \$ 45,575,192.00         | \$ 22,245,111.97               | \$ (23,330,080.03)         | 48.81%                        |
| Hotel/Motel Tax                              | 233                  | 1,092,757.61             | 1,366,279.13             | 1,382,289.00             | 872,623.98                     | (509,665.02)               | 63.13%                        |
| Special Revenue:                             |                      |                          |                          |                          |                                |                            |                               |
| Fire Gift                                    | 220                  | 280                      | 324                      | 5,000.00                 | -                              | (5,000.00)                 | 0.00%                         |
| Hawkeye Park Player Fees                     | 240                  | -                        | 17,434.00                | 22,120.00                | 10,028.57                      | (12,091.43)                | 45.34%                        |
| Police Gift                                  | 250                  | -                        | 3,932.94                 | 4,000.00                 | -                              | (4,000.00)                 | 0.00%                         |
| Road Use Tax                                 | 260                  | 6,309,244.00             | 6,546,030.24             | 8,345,582.00             | 3,678,831.66                   | (4,666,750.34)             | 44.08%                        |
| Police Seizure                               | 270                  | 9,710.60                 | 4,700.15                 | 39,900.00                | 34,440.14                      | (5,459.86)                 | 86.32%                        |
| Tax Increment Financing                      | 280                  | 1,974,910.00             | 2,565,008.00             | 2,804,559.00             | 100,904.00                     | (2,703,655.00)             | 3.60%                         |
| Police and Fire Retirement                   | 290                  | 2,580,774.17             | 2,727,388.46             | 2,839,551.00             | 1,298,355.83                   | (1,541,195.17)             | 45.72%                        |
| Landfill Post-Closure                        | 295                  | -                        | -                        | -                        | -                              | -                          |                               |
| Friends of the Ankeny Library                | 430                  | 41,770.78                | 46,895.73                | 46,000.00                | 34,573.09                      | (11,426.91)                | 75.16%                        |
| Park Dedication                              | 440                  | -                        | -                        | -                        | -                              | -                          |                               |
| Sports Complex Foundation                    | 445                  | -                        | -                        | -                        | -                              | -                          |                               |
| Ankeny Garden Club                           | 446                  | 3,640.00                 | -                        | 1,000.00                 | -                              | (1,000.00)                 | 0.00%                         |
| Miracle Park Fund                            | 448                  | -                        | 320.00                   | 10,000.00                | 630.94                         | (9,369.06)                 | 6.31%                         |
| Dog Park Trust Fund                          | 449                  | -                        | -                        | -                        | -                              | -                          |                               |
| P&R Scholarship Fund                         | 450                  | -                        | -                        | 5,000.00                 | 291.75                         | (4,708.25)                 | 5.84%                         |
| Civic Trust Fund                             | 484                  | -                        | -                        | -                        | -                              | -                          |                               |
| Debt Service                                 | 300                  | 38,022,650.42            | 24,205,486.24            | 25,028,489.00            | 2,267,800.72                   | (22,760,688.28)            | 9.06%                         |
| Enterprise:                                  |                      |                          |                          |                          |                                |                            |                               |
| Solid Waste                                  | 500                  | 1,310,972.54             | 1,059,080.77             | 1,483,821.00             | 673,671.41                     | (810,149.59)               | 45.40%                        |
| Utility Deposits                             | 505                  | 155,535.00               | 168,900.00               | 183,000.00               | 95,475.00                      | (87,525.00)                | 52.17%                        |
| Water Operations                             | 510                  | 13,866,790.86            | 12,631,530.53            | 26,151,282.00            | 7,074,940.55                   | (19,076,341.45)            | 27.05%                        |
| Water Improvement                            | 520                  | -                        | -                        | -                        | -                              | -                          |                               |
| Water Sinking                                | 530                  | 5,273,795.42             | 1,592,286.76             | 2,207,538.00             | 284,819.41                     | (1,922,718.59)             | 12.90%                        |
| Sewer Operations                             | 550                  | 9,250,821.92             | 12,735,377.06            | 9,475,151.00             | 5,300,502.34                   | (4,174,648.66)             | 55.94%                        |
| Sewer Improvement                            | 560                  | -                        | -                        | -                        | -                              | -                          |                               |
| Sewer Sinking                                | 570                  | 4,076,287.50             | -                        | -                        | -                              | -                          |                               |
| Storm Water                                  | 580                  | 836,450.19               | 1,100,902.52             | 1,194,213.00             | 596,378.24                     | (597,834.76)               | 49.94%                        |
| Golf Course                                  | 590                  | 1,755,171.77             | 2,026,266.39             | 2,340,137.00             | 1,292,351.91                   | (1,047,785.09)             | 55.23%                        |
| Capital Project:                             |                      |                          |                          |                          |                                |                            |                               |
| Utility Fund Capital Projects                | 6**                  | 7,997,584.72             | 12,985,502.97            | 21,125,273.00            | 10,328,016.88                  | (10,797,256.12)            | 48.89%                        |
| Special Assessments                          | 8**                  | -                        | -                        | -                        | -                              | -                          |                               |
| Capital Projects                             | 9**                  | 23,595,037.43            | 31,599,841.94            | 30,775,398.00            | 20,799,025.35                  | (9,976,372.65)             | 67.58%                        |
| <b>Total Budgeted Expenditures</b>           |                      | <b>\$ 153,599,389.99</b> | <b>\$ 153,310,319.69</b> | <b>\$ 181,044,495.00</b> | <b>\$ 76,988,773.74</b>        | <b>\$ (104,055,721.26)</b> | <b>42.52%</b>                 |
| Internal Service:                            |                      |                          |                          |                          |                                |                            |                               |
| Revolving                                    | 710                  | \$ 1,364,108.72          | \$ 1,423,273.57          | \$ 1,789,570.00          | \$ 755,438.10                  | \$ (1,034,131.90)          | 42.21%                        |
| Risk Management                              | 720                  | 1,250,301.56             | 2,582,375.66             | 1,498,000.00             | 1,076,615.12                   | (421,384.88)               | 71.87%                        |
| Health Insurance                             | 730                  | 4,771,845.17             | 5,446,642.56             | 5,583,000.00             | 2,595,548.22                   | (2,987,451.78)             | 46.49%                        |
| Sustainability Revolving Loan                | 770                  | -                        | -                        | -                        | -                              | -                          |                               |
| Economic Development Revolving               | 780                  | -                        | -                        | -                        | -                              | -                          |                               |
| Equipment Reserve                            | 790                  | 48,362.00                | 471,067.10               | 1,480,880.00             | -                              | (1,480,880.00)             | 0.00%                         |
| <b>Total Unbudgeted Expenditures</b>         |                      | <b>\$ 7,434,617.45</b>   | <b>\$ 9,923,358.89</b>   | <b>\$ 10,351,450.00</b>  | <b>\$ 4,427,601.44</b>         | <b>\$ (5,923,848.56)</b>   | <b>42.77%</b>                 |
| <b>Total All Expenditures <sup>(1)</sup></b> |                      | <b>\$ 161,034,007.44</b> | <b>\$ 163,233,678.58</b> | <b>\$ 191,395,945.00</b> | <b>\$ 81,416,375.18</b>        | <b>\$ (109,979,569.82)</b> | <b>42.54%</b>                 |

<sup>(1)</sup> Includes interfund transactions.

<sup>(2)</sup> December is 50% of the fiscal year.



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

|                                      | 2021-22<br>Actual | 2022-23<br>Actual | 2023-24<br>Budget | As of<br>December 31, 2023 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|--------------------------------------|-------------------|-------------------|-------------------|----------------------------|------------------------|------------------------|
| <b>General Fund:</b>                 |                   |                   |                   |                            |                        |                        |
| Property Tax:                        |                   |                   |                   |                            |                        |                        |
| General Property Tax                 | \$ 25,054,492     | \$ 27,322,028     | \$ 28,854,508     | \$ 14,920,192              | \$ (13,934,316)        | 51.71%                 |
| Ag Land Tax                          | 12,960            | 12,794            | 14,484            | 9,811                      | (4,673)                | 67.74%                 |
| Airport Authority Levy               | 621,186           | 651,414           | 683,324           | 353,341                    | (329,983)              | 51.71%                 |
| Subtotal                             | \$ 25,688,638     | \$ 27,986,235     | \$ 29,552,316     | \$ 15,283,344              | \$ (14,268,972)        | 51.72%                 |
| Non-Property Taxes:                  |                   |                   |                   |                            |                        |                        |
| Hotel/Motel Tax                      | \$ 1,527,170      | \$ 2,119,476      | \$ 1,982,000      | \$ 1,316,516               | \$ (665,484)           | 66.42%                 |
| Mobile Home Tax                      | 16,026            | 16,515            | 15,300            | 11,588                     | (3,712)                | 75.74%                 |
| Utility Replacement Tax              | 188,001           | 200,301           | 201,691           | 99,628                     | (102,063)              | 49.40%                 |
| Utility Franchise Tax                | 1,600,494         | 1,785,485         | 1,419,000         | 810,784                    | (608,216)              | 57.14%                 |
| Cable TV Franchise Tax               | 250,135           | 218,635           | 216,000           | 95,728                     | (120,272)              | 44.32%                 |
| Subtotal                             | \$ 3,581,827      | \$ 4,340,413      | \$ 3,833,991      | \$ 2,334,243               | \$ (1,499,748)         | 60.88%                 |
| Licenses and Permits:                |                   |                   |                   |                            |                        |                        |
| Miscellaneous Licenses:              |                   |                   |                   |                            |                        |                        |
| Liquor Licenses                      | \$ 119,059        | \$ 67,462         | \$ 65,000         | \$ 72,244                  | \$ 7,244               | 111.14%                |
| Cigarette Permits                    | 6,050             | 5,375             | 5,000             | 375                        | (4,625)                | 7.50%                  |
| Solicitor Licenses                   | 8,870             | 9,015             | 7,000             | 2,335                      | (4,665)                | 33.36%                 |
| Miscellaneous Business Licenses      | 9,050             | 17,710            | 7,000             | 8,160                      | 1,160                  | 116.57%                |
| Garbage Licenses                     | 1,400             | 1,400             | 1,400             | -                          | (1,400)                | 0.00%                  |
| Pet Licenses                         | 41,450            | 40,931            | 35,000            | 11,544                     | (23,456)               | 32.98%                 |
| Fire Permits                         | 5,113             | 17,180            | 3,000             | 7,850                      | 4,850                  | 261.67%                |
| Code Enforcement Licenses & Permits: |                   |                   |                   |                            |                        |                        |
| Alarm Permits                        | 12,410            | 13,195            | 14,000            | 5,680                      | (8,320)                | 40.57%                 |
| Building Permits                     | 2,069,033         | 1,820,542         | 1,262,000         | 651,708                    | (610,292)              | 51.64%                 |
| Electrical Permits                   | 173,295           | 170,372           | 103,000           | 64,415                     | (38,585)               | 62.54%                 |
| Heating Permits                      | 122,470           | 120,454           | 67,000            | 50,940                     | (16,060)               | 76.03%                 |
| Plumbing Permits                     | 128,084           | 135,380           | 92,000            | 34,347                     | (57,653)               | 37.33%                 |
| Driveway Permits                     | 16,680            | 13,615            | 6,000             | 4,745                      | (1,255)                | 79.08%                 |
| Sidewalk Permits                     | 16,005            | 13,515            | 6,000             | 4,450                      | (1,550)                | 74.17%                 |
| Moving/Demolition Permits            | 325               | 225               | 100               | 100                        | -                      | 100.00%                |
| Fence & Oversize Permits             | 87,087            | 78,394            | 65,000            | 25,282                     | (39,718)               | 38.89%                 |
| Subtotal                             | \$ 2,816,381      | \$ 2,524,765      | \$ 1,738,500      | \$ 944,175                 | \$ (794,325)           | 54.31%                 |
| Use of Money and Property:           |                   |                   |                   |                            |                        |                        |
| Interest                             | \$ 214,311        | \$ 2,103,263      | \$ 2,300,000      | \$ 2,694,128               | \$ 394,128             | 117.14%                |
| Commissions                          | 19,015            | 7,307             | 7,600             | 366                        | (7,234)                | 4.82%                  |
| Advertising                          | -                 | -                 | -                 | -                          | -                      | -                      |
| Leases                               | 43,632            | 46,078            | 46,062            | 7,152                      | (38,910)               | 15.53%                 |
| Community Centers Rental             | 81,268            | 89,871            | 77,000            | 55,170                     | (21,831)               | 71.65%                 |
| Park Shelter Rentals                 | 24,861            | 25,988            | 18,000            | 7,827                      | (10,174)               | 43.48%                 |
| Sports Complex Rentals               | 123,567           | 116,281           | 88,000            | 110,100                    | 22,100                 | 125.11%                |
| Aquatic Center Rentals               | 34,357            | 39,384            | 30,000            | 947                        | (29,053)               | 3.16%                  |
| Miscellaneous Rentals                | 27,584            | 84,782            | 11,000            | 40,144                     | 29,144                 | 364.95%                |
| Subtotal                             | \$ 568,595        | \$ 2,512,954      | \$ 2,577,662      | \$ 2,915,834               | \$ 338,172             | 113.12%                |
| Intergovernmental Revenue:           |                   |                   |                   |                            |                        |                        |
| Local:                               |                   |                   |                   |                            |                        |                        |
| Fire Protection                      | \$ 359,911        | \$ 225,340        | \$ 443,000        | \$ 382,004                 | \$ (60,996)            | 86.23%                 |
| School/Police Agreements             | 145,066           | 156,204           | 145,487           | 78,595                     | (66,892)               | 54.02%                 |
| County Library Contribution          | 150,776           | 185,284           | 185,284           | 80,516                     | (104,768)              | 43.46%                 |
| Other Local Contributions            | 42,900            | 54,244            | 68,000            | 70,649                     | 2,649                  | 103.90%                |
| State:                               |                   |                   |                   |                            |                        |                        |
| Commercial & Industrial Replacement  | 664,092           | 530,674           | 401,278           | 200,675                    | (200,603)              | 50.01%                 |
| Business Property Tax Credit         | -                 | -                 | 211,779           | 105,890                    | (105,889)              | 50.00%                 |
| Library Contribution                 | 31,060            | 28,987            | 28,987            | 26,085                     | (2,902)                | 89.99%                 |
| Miscellaneous Grants                 | 18,208            | -                 | -                 | -                          | -                      | -                      |
| Federal:                             |                   |                   |                   |                            |                        |                        |
| Public Safety Grants                 | 174,663           | 64,802            | 45,000            | 40,805                     | (4,195)                | 90.68%                 |
| Subtotal                             | \$ 1,586,676      | \$ 1,245,535      | \$ 1,528,815      | \$ 985,220                 | \$ (543,595)           | 64.44%                 |
| Service Charges:                     |                   |                   |                   |                            |                        |                        |
| Police and Fire:                     |                   |                   |                   |                            |                        |                        |
| Insurance Reports                    | \$ 8,643          | \$ 8,815          | \$ 9,000          | \$ 5,858                   | \$ (3,142)             | 65.09%                 |
| Fire/Ambulance Reports               | 140               | 130               | 200               | 50                         | (150)                  | 25.00%                 |
| False Alarm Fees                     | 1,975             | 2,200             | 4,000             | 425                        | (3,575)                | 10.63%                 |
| Ambulance Charges                    | 2,750,308         | 2,606,610         | 2,866,760         | 1,407,254                  | (1,459,506)            | 49.09%                 |
| Fingerprinting                       | 14,175            | 12,508            | 15,000            | 4,807                      | (10,193)               | 32.05%                 |
| Towing Surcharge                     | 1,920             | 2,340             | 2,000             | 830                        | (1,170)                | 41.50%                 |
| Plan Review Fees                     | 40,435            | 23,300            | 15,000            | 4,950                      | (10,050)               | 33.00%                 |
| Parks and Recreation:                |                   |                   |                   |                            |                        |                        |
| Admissions                           | 590,141           | 611,737           | 496,000           | 423,358                    | (72,642)               | 85.35%                 |
| Season Passes                        | 476,049           | 492,194           | 463,000           | 46,220                     | (416,780)              | 9.98%                  |
| Special Population                   | -                 | 1,851             | -                 | -                          | -                      | -                      |
| Special Programs                     | 154,535           | 154,003           | 131,000           | 55,592                     | (75,408)               | 42.44%                 |
| Rec Programs - Tax Exempt            | 515,901           | 576,841           | 453,000           | 266,922                    | (186,078)              | 58.92%                 |
| Swimming Lessons                     | 125,497           | 131,018           | 112,000           | 7,920                      | (104,080)              | 7.07%                  |
| Dog Park Passes                      | 33,604            | 27,382            | 37,000            | 7,769                      | (29,231)               | 21.00%                 |

|                                         | 2021-22<br>Actual | 2022-23<br>Actual | 2023-24<br>Budget | As of<br>December 31, 2023 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|-----------------------------------------|-------------------|-------------------|-------------------|----------------------------|------------------------|------------------------|
| Housing and Subdivision:                |                   |                   |                   |                            |                        |                        |
| Housing Code                            | 101,200           | 93,094            | 64,000            | 44,792                     | (19,208)               | 69.99%                 |
| Plan Review Fees                        | 508,062           | 339,534           | 249,000           | 107,364                    | (141,636)              | 43.12%                 |
| Site Plan Review                        | 18,300            | 15,300            | 8,000             | 5,160                      | (2,840)                | 64.50%                 |
| Zoning                                  | 6,380             | 5,645             | 4,000             | 9,135                      | 5,135                  | 228.38%                |
| Subdivision Filing Fees                 | 14,640            | 7,980             | 4,000             | 5,625                      | 1,625                  | 140.63%                |
| Board of Adjustment Fees                | 3,120             | 3,720             | 2,000             | 1,360                      | (640)                  | 68.00%                 |
| Architect Review Board Fees             | 6,305             | 4,005             | 3,000             | 1,055                      | (1,945)                | 35.17%                 |
| Miscellaneous Service Charges:          |                   |                   |                   |                            |                        |                        |
| Information Systems - Enterprise Funds  | 340,235           | 333,771           | 410,946           | 201,708                    | (209,238)              | 49.08%                 |
| Animal Impound Fees                     | 3,680             | 3,353             | 7,000             | 1,443                      | (5,557)                | 20.61%                 |
| Copy Charges                            | 8,890             | 10,315            | 8,000             | 6,117                      | (1,883)                | 76.46%                 |
| Miscellaneous Service Charges           | 11,700            | 10,595            | 9,000             | 12,412                     | 3,412                  | 137.91%                |
| Subtotal                                | \$ 5,737,685      | \$ 5,476,391      | \$ 5,372,906      | \$ 2,628,126               | \$ (2,744,780)         | 48.91%                 |
| Other Revenues:                         |                   |                   |                   |                            |                        |                        |
| Map Sales                               | \$ 30             | \$ 25             | \$ -              | \$ 25                      | \$ 25                  |                        |
| Sales/Salvages                          | 1,897             | 16,529            | 400               | 2,889                      | 2,489                  | 722.15%                |
| Concessions                             | 288,637           | 282,327           | 234,000           | 167,040                    | (66,960)               | 71.38%                 |
| Contributions-Private Sources           | -                 | 6,200             | -                 | 23,367                     | 23,367                 |                        |
| Program Sponsorships                    | 25,172            | 28,034            | 18,000            | 9,296                      | (8,704)                | 51.64%                 |
| Refunds/Rebates                         | 14,592            | 1,880             | -                 | -                          | -                      |                        |
| Prairie Ridge Maint Reimb               | 241,132           | 206,277           | 265,843           | 56,386                     | (209,458)              | 21.21%                 |
| Roadway Signage Reimb                   | 6,625             | 16,385            | -                 | -                          | -                      |                        |
| Police OT Reimb                         | 18,229            | 11,936            | 12,000            | 14,745                     | 2,745                  | 122.88%                |
| Court Fines                             | 49,968            | 83,247            | 78,000            | 16,838                     | (61,162)               | 21.59%                 |
| Library Fines                           | 20,924            | 19,374            | 20,000            | 7,728                      | (12,272)               | 38.64%                 |
| Miscellaneous Library Revenues          | 7,846             | 7,046             | 6,000             | 7,940                      | 1,940                  | 132.33%                |
| Miscellaneous Revenues                  | 20,529            | 40,191            | 4,000             | 15,513                     | 11,513                 | 387.84%                |
| Overages/Shortages                      | 2,045             | 1,048             | -                 | 370                        | 370                    |                        |
| Subtotal                                | \$ 697,625        | \$ 720,498        | \$ 638,243        | \$ 322,136                 | \$ (316,107)           | 50.47%                 |
| Fund Total                              | \$ 40,677,427     | \$ 44,806,792     | \$ 45,242,433     | \$ 25,413,077              | \$ (19,829,356)        | 56.17%                 |
| <b>Hotel/Motel Tax Fund</b>             |                   |                   |                   |                            |                        |                        |
| Other Revenue:                          |                   |                   |                   |                            |                        |                        |
| Interest                                | \$ 665            | \$ 17,235         | \$ 6,000          | \$ -                       | \$ (6,000)             | 0.00%                  |
| Refunds/Reimbursements                  | 2,000             | 2,000             | -                 | -                          | -                      |                        |
| Fund Total                              | \$ 2,665          | \$ 19,235         | \$ 6,000          | \$ -                       | \$ (6,000)             | 0.00%                  |
| <b>Road Use Tax Fund:</b>               |                   |                   |                   |                            |                        |                        |
| Intergovernmental Revenue:              |                   |                   |                   |                            |                        |                        |
| Road Use Taxes                          | \$ 9,052,931      | \$ 9,343,167      | \$ 8,825,310      | \$ 4,912,450               | \$ (3,912,860)         | 55.66%                 |
| Interest                                | 12,651            | 227,038           | 105,000           | -                          | (105,000)              | 0.00%                  |
| Grants                                  | 4,735             | -                 | -                 | -                          | -                      |                        |
| Salvage Sales                           | 4,006             | 2,263             | -                 | 1,298                      | 1,298                  |                        |
| Refunds                                 | 600               | 4,204             | 5,000             | 143                        | (4,857)                | 2.86%                  |
| Reimbursements                          | -                 | 979               | -                 | 1,243                      | 1,243                  |                        |
| Fund Total                              | \$ 9,074,923      | \$ 9,577,651      | \$ 8,935,310      | \$ 4,915,133               | \$ (4,020,177)         | 55.01%                 |
| <b>Tax Increment Financing Fund:</b>    |                   |                   |                   |                            |                        |                        |
| Property Tax:                           |                   |                   |                   |                            |                        |                        |
| TIF District Urban Renewal I            | \$ 8,365,424      | \$ 8,990,643      | \$ 9,337,444      | \$ 4,670,600               | \$ (4,666,844)         | 50.02%                 |
| TIF District Urban Renewal II           | 364,061           | 483,107           | 567,684           | 300,284                    | (267,400)              | 52.90%                 |
| TIF District Urban Renewal III          | 389,846           | 416,756           | 433,705           | 471,538                    | 37,833                 | 108.72%                |
| Use of Money and Property:              |                   |                   |                   |                            |                        |                        |
| Interest                                | 8,043             | 165,985           | 61,000            | -                          | (61,000)               | 0.00%                  |
| Other Reimbursements                    | 21,333            | -                 | -                 | 539,853                    | 539,853                |                        |
| Fund Total                              | \$ 9,148,707      | \$ 10,056,491     | \$ 10,399,833     | \$ 5,982,275               | \$ (4,417,558)         | 57.52%                 |
| <b>Police and Fire Retirement Fund:</b> |                   |                   |                   |                            |                        |                        |
| Property Tax:                           |                   |                   |                   |                            |                        |                        |
| General Property Tax                    | \$ 2,277,681      | \$ 2,442,175      | \$ 2,558,395      | \$ 1,322,928               | \$ (1,235,467)         | 51.71%                 |
| Non-property Taxes:                     |                   |                   |                   |                            |                        |                        |
| Mobile Home Tax                         | 1,422             | 1,442             | 1,000             | 998                        | (2)                    | 99.84%                 |
| Utility Replacement Tax                 | 16,678            | 17,487            | 17,469            | 8,629                      | (8,840)                | 49.40%                 |
| Intergovernmental Revenue:              |                   |                   |                   |                            |                        |                        |
| Commercial & Industrial Replacement     | 58,911            | 46,307            | 34,756            | 17,373                     | (17,383)               | 49.99%                 |
| Grants                                  | 11,605            | -                 | -                 | -                          | -                      |                        |
| School Police Agreements                | 26,036            | 26,824            | 26,586            | 13,282                     | (13,304)               | 49.96%                 |
| Business Property Tax Credit            | -                 | -                 | 18,343            | 9,172                      | (9,171)                | 50.00%                 |
| Use of Money and Property:              |                   |                   |                   |                            |                        |                        |
| Interest                                | 950               | 6,250             | 6,000             | -                          | (6,000)                | 0.00%                  |
| Other Revenue:                          |                   |                   |                   |                            |                        |                        |
| Refunds/Reimbursements/Rebates          | -                 | 6,297             | -                 | -                          | -                      |                        |
| Fund Total                              | \$ 2,393,282      | \$ 2,546,782      | \$ 2,662,549      | \$ 1,372,383               | \$ (1,290,166)         | 51.54%                 |
| <b>Debt Service Fund:</b>               |                   |                   |                   |                            |                        |                        |
| Property Tax:                           |                   |                   |                   |                            |                        |                        |
| General Property Tax                    | \$ 14,253,678     | \$ 14,611,968     | \$ 15,054,041     | \$ 7,790,730               | \$ (7,263,311)         | 51.75%                 |
| Non-property Taxes:                     |                   |                   |                   |                            |                        |                        |
| Mobile Home Tax                         | 8,275             | 8,003             | 8,000             | 5,454                      | (2,546)                | 68.17%                 |

|                                      | 2021-22<br>Actual     | 2022-23<br>Actual     | 2023-24<br>Budget     | As of<br>December 31, 2023 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|--------------------------------------|-----------------------|-----------------------|-----------------------|----------------------------|------------------------|------------------------|
| Utility Replacement Tax              | 97,033                | 96,971                | 95,287                | 47,068                     | (48,219)               | 49.40%                 |
| Intergovernmental Revenue:           |                       |                       |                       |                            |                        |                        |
| Commercial & Industrial Replacement  | 342,757               | 276,946               | 204,411               | 102,174                    | (102,237)              | 49.98%                 |
| Business Property Tax Credit         | -                     | -                     | 100,053               | 50,027                     | (50,026)               | 50.00%                 |
| Use of Money and Property:           |                       |                       |                       |                            |                        |                        |
| Interest                             | 3,241                 | 108,608               | 36,000                | -                          | (36,000)               | 0.00%                  |
| Bond Proceeds                        | 14,660,000            | -                     | -                     | -                          | -                      |                        |
| Fund Total                           | \$ 29,364,984         | \$ 15,102,496         | \$ 15,497,792         | \$ 7,995,454               | \$ (7,502,338)         | 51.59%                 |
| <b>Solid Waste Fund:</b>             |                       |                       |                       |                            |                        |                        |
| Recycling Fees                       | \$ 1,163,983          | \$ 1,336,486          | 1,454,000             | 698,610                    | (755,390)              | 48.05%                 |
| Service Charges                      | 19,030                | 20,455                | 20,000                | 10,390                     | (9,610)                | 51.95%                 |
| Grants                               | -                     | -                     | -                     | -                          | -                      |                        |
| Interest                             | 168                   | 6,080                 | 1,000                 | -                          | (1,000)                | 0.00%                  |
| Fund Total                           | \$ 1,183,182          | \$ 1,363,021          | \$ 1,475,000          | \$ 709,000                 | \$ (766,000)           | 48.07%                 |
| <b>Water Fund:</b>                   |                       |                       |                       |                            |                        |                        |
| Refunds                              | \$ 11,791             | \$ 10,482             | 11,000                | 5,546                      | \$ (5,454)             | 50.42%                 |
| Sales Tax                            | (151)                 | 63                    | -                     | (44)                       | (44)                   |                        |
| Excise Tax                           | 904,784               | 982,146               | 1,166,000             | 657,628                    | (508,372)              | 56.40%                 |
| Cell Tower Lease                     | 83,008                | 82,534                | 85,197                | 18,941                     | (66,256)               | 22.23%                 |
| Outside Billing                      | 20,263                | 27,692                | 20,000                | 6,230                      | (13,770)               | 31.15%                 |
| Water Sales                          | 12,712,319            | 13,850,632            | 15,695,691            | 9,726,616                  | (5,969,075)            | 61.97%                 |
| Hook Up Fees                         | 329,793               | 308,782               | 200,000               | 111,841                    | (88,159)               | 55.92%                 |
| Meter Sales                          | 477,374               | 434,881               | 520,000               | 196,697                    | (323,303)              | 37.83%                 |
| Temporary Water Sales                | 85,620                | 79,960                | 80,000                | 22,620                     | (57,380)               | 28.28%                 |
| Water Availability                   | 3,344,757             | 3,589,191             | 3,654,616             | 1,862,470                  | (1,792,146)            | 50.96%                 |
| Service Charges                      | 136,937               | 140,629               | 127,000               | 82,024                     | (44,976)               | 64.59%                 |
| Unapplied Credits                    | 14,782                | 7,879                 | -                     | 17,622                     | 17,622                 |                        |
| Deposits                             | 201,802               | 190,643               | 217,000               | 114,426                    | (102,574)              | 52.73%                 |
| Interest                             | 4,750                 | 24,000                | 60,000                | -                          | (60,000)               | 0.00%                  |
| Miscellaneous                        | 2,879                 | 6,612                 | -                     | 6,580                      | 6,580                  |                        |
| Fund Total                           | \$ 18,330,708         | \$ 19,736,125         | \$ 21,836,504         | \$ 12,829,198              | \$ (9,007,306)         | 58.75%                 |
| <b>Sewer Fund:</b>                   |                       |                       |                       |                            |                        |                        |
| Sales Tax                            | \$ 243,856            | \$ 262,457            | \$ 279,000            | \$ 131,675                 | \$ (147,325)           | 47.20%                 |
| Refunds                              | -                     | 53                    | -                     | -                          | -                      |                        |
| Miscellaneous                        | -                     | 2,780                 | -                     | 9,649                      | 9,649                  |                        |
| Miscellaneous Service Charge         | 63,344                | 60,519                | 67,000                | 31,329                     | (35,671)               | 46.76%                 |
| Sewer Disposal Fee                   | -                     | -                     | -                     | -                          | -                      |                        |
| Sewer Usage                          | 9,943,470             | 10,019,648            | 9,830,513             | 4,822,789                  | (5,007,725)            | 49.06%                 |
| Hook Up Fees                         | 1,110,017             | 299,199               | 300,000               | 627,389                    | 327,389                | 209.13%                |
| Sewer Availability                   | 6,385,182             | 6,426,174             | 6,317,606             | 3,211,836                  | (3,105,770)            | 50.84%                 |
| Interest                             | 13,006                | 14,250                | 60,000                | 42,000                     | (18,000)               | 70.00%                 |
| Fund Total                           | \$ 17,758,874         | \$ 17,085,080         | \$ 16,854,119         | \$ 8,876,666               | \$ (7,977,453)         | 52.67%                 |
| <b>Storm Water Fund</b>              |                       |                       |                       |                            |                        |                        |
| Permits                              | \$ 101,620            | \$ 97,220             | \$ 60,000             | \$ 32,270                  | \$ (27,730)            | 53.78%                 |
| Interest                             | 3,373                 | 70,903                | 29,000                | -                          | (29,000)               | 0.00%                  |
| Sales Tax                            | 61,672                | 66,277                | 75,000                | 34,169                     | (40,831)               | 45.56%                 |
| Service Charges                      | 3,245,895             | 3,423,284             | 3,479,814             | 1,725,596                  | (1,754,218)            | 49.59%                 |
| Miscellaneous                        | 826                   | 14,059                | -                     | 4,170                      | 4,170                  |                        |
| Fund Total                           | \$ 3,413,386          | \$ 3,671,742          | \$ 3,643,814          | \$ 1,796,206               | \$ (1,847,608)         | 49.29%                 |
| <b>Golf Course Fund:</b>             |                       |                       |                       |                            |                        |                        |
| Refunds                              | \$ 1,980              | \$ 1,172              | \$ 1,000              | \$ 1,218                   | \$ 218                 | 121.82%                |
| Rebates                              | -                     | -                     | -                     | -                          | -                      |                        |
| Commissions                          | 2,123                 | 1,051                 | 1,000                 | 123                        | (877)                  | 12.30%                 |
| Miscellaneous Service Charges        | 21,486                | 26,649                | 24,000                | 18,300                     | (5,700)                | 76.25%                 |
| Gift Certificates                    | 9,425                 | 3,447                 | -                     | 2,726                      | 2,726                  |                        |
| Driving Range                        | 183,347               | 212,937               | 185,000               | 109,129                    | (75,871)               | 58.99%                 |
| Rec Program Fees                     | 25,074                | 27,770                | 22,000                | (117)                      | (22,117)               | -0.53%                 |
| Overages (Shortages)                 | (37)                  | (1,145)               | -                     | (1,320)                    | (1,320)                |                        |
| Food and Beverage Sales              | 242,698               | 292,505               | 196,000               | 190,665                    | (5,335)                | 97.28%                 |
| Clubhouse and Banquet Rental         | 30,610                | 28,729                | 31,000                | 9,826                      | (21,175)               | 31.70%                 |
| Alcoholic Beverage Sales             | 286,436               | 332,814               | 206,000               | 188,758                    | (17,242)               | 91.63%                 |
| Season Passes                        | 114,336               | 109,799               | 98,000                | 3,176                      | (94,824)               | 3.24%                  |
| Greens Fees                          | 662,097               | 757,386               | 573,000               | 462,519                    | (110,481)              | 80.72%                 |
| Merchandise Sales                    | 115,259               | 150,417               | 105,000               | 81,645                     | (23,355)               | 77.76%                 |
| Cart Rental                          | 398,453               | 446,538               | 345,000               | 261,465                    | (83,535)               | 75.79%                 |
| Equipment Rental                     | 2,877                 | 3,604                 | 3,000                 | 2,195                      | (805)                  | 73.17%                 |
| Sales Tax                            | 42,081                | 46,635                | 34,000                | 23,618                     | (10,382)               | 69.46%                 |
| Miscellaneous Revenue                | 84,767                | 100,824               | 95,000                | 56,700                     | (38,300)               | 59.68%                 |
| Interest                             | 1,366                 | 32,591                | 15,000                | -                          | (15,000)               | 0.00%                  |
| Fund Total                           | \$ 2,224,379          | \$ 2,573,721          | \$ 1,934,000          | \$ 1,411,677               | \$ (522,323)           | 72.99%                 |
| <b>Total - Major Operating Funds</b> | <b>\$ 133,572,517</b> | <b>\$ 126,539,137</b> | <b>\$ 128,487,354</b> | <b>\$ 71,301,067</b>       | <b>\$ (57,186,287)</b> | <b>55.49%</b>          |

<sup>(1)</sup> December is 50% of the fiscal year.

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

|                                    |      | Revenue       |               |                 |      | Expenditures  |               |                 |      |
|------------------------------------|------|---------------|---------------|-----------------|------|---------------|---------------|-----------------|------|
|                                    |      | Budget        | Actual        | Variance        | %    | Budget        | Actual        | Variance        | %    |
| <b>General Fund</b>                |      |               |               |                 |      |               |               |                 |      |
| Public Safety:                     |      |               |               |                 |      |               |               |                 |      |
| Police Administration              | 1111 | \$ 2,000      | \$ 10,618     | \$ 8,618        | 531% | \$ 2,002,095  | \$ 961,646    | \$ (1,040,449)  | 48%  |
| Police Operations                  | 1112 | 282,487       | 185,338       | (97,149)        | 66%  | 8,221,822     | 3,894,187     | (4,327,635)     | 47%  |
| Police Support Services            | 1114 | 43,000        | 16,814        | (26,186)        | 39%  | 2,978,095     | 1,418,511     | (1,559,584)     | 48%  |
| Crossing Guards                    | 1119 | -             | -             | -               | N/A  | 118,129       | 31,307        | (86,822)        | 27%  |
| Emergency Preparedness             | 1140 | -             | -             | -               | N/A  | 99,144        | 23,682        | (75,462)        | 24%  |
| Fire Support                       | 1141 | 461,200       | 395,017       | (66,183)        | 86%  | 1,346,654     | 670,443       | (676,211)       | 50%  |
| Fire Suppression                   | 1142 | 1,000         | 7,220         | 6,220           | 722% | 3,713,161     | 1,912,546     | (1,800,615)     | 52%  |
| Emergency Medical Services         | 1144 | 2,867,760     | 1,407,254     | (1,460,506)     | 49%  | 6,392,097     | 2,781,638     | (3,610,459)     | 44%  |
| Code Enforcement                   | 1460 | 1,857,100     | 971,949       | (885,151)       | 52%  | 2,152,474     | 1,027,529     | (1,124,945)     | 48%  |
| Animal Control                     | 2224 | 7,000         | 1,443         | (5,557)         | 21%  | 31,000        | 15,255        | (15,745)        | 49%  |
| Subtotal                           |      | \$ 5,521,547  | \$ 2,995,652  | \$ (2,525,895)  | 54%  | \$ 27,054,671 | \$ 12,736,743 | \$ (14,317,928) | 47%  |
| Culture & Recreation:              |      |               |               |                 |      |               |               |                 |      |
| Library                            | 2331 | \$ 260,971    | \$ 169,166    | \$ (91,805)     | 65%  | \$ 2,789,570  | \$ 1,440,154  | \$ (1,349,416)  | 52%  |
| Park Administration                | 2440 | 60,000        | 15,596        | (44,404)        | 26%  | 349,345       | 170,160       | (179,185)       | 49%  |
| Park Maintenance                   | 2441 | -             | 350           | 350             | N/A  | 2,084,369     | 1,093,499     | (990,870)       | 52%  |
| Recreation Programs                | 2442 | 526,000       | 273,109       | (252,891)       | 52%  | 936,428       | 505,443       | (430,985)       | 54%  |
| Community Centers                  | 2443 | 181,000       | 142,072       | (38,928)        | 78%  | 585,320       | 274,718       | (310,602)       | 47%  |
| Aquatic Centers                    | 2444 | 1,262,000     | 592,434       | (669,566)       | 47%  | 1,597,732     | 1,037,879     | (559,853)       | 65%  |
| Prairie Ridge Sports Complex       | 2445 | 380,600       | 162,113       | (218,487)       | 43%  | 1,211,674     | 612,462       | (599,212)       | 51%  |
| Hawkeye Concessions                | 2446 | 58,300        | 38,915        | (19,385)        | 67%  | 66,120        | 27,038        | (39,082)        | 41%  |
| Cemetery                           | 3547 | -             | -             | -               | N/A  | 600           | 600           | -               | 100% |
| Subtotal                           |      | \$ 2,728,871  | \$ 1,393,755  | \$ (1,335,116)  | 51%  | \$ 9,621,158  | \$ 5,161,952  | \$ (4,459,206)  | 54%  |
| Public Works:                      |      |               |               |                 |      |               |               |                 |      |
| Airport Authority                  | 3548 | \$ 702,472    | \$ 363,002    | \$ (339,470)    | 52%  | \$ 702,928    | \$ 351,464    | \$ (351,464)    | 50%  |
| Subtotal                           |      | \$ 702,472    | \$ 363,002    | \$ (339,470)    | 52%  | \$ 702,928    | \$ 351,464    | \$ (351,464)    | 50%  |
| Community & Economic Development:  |      |               |               |                 |      |               |               |                 |      |
| Development Engineering            | 3545 | \$ 58,000     | \$ 19,007     | \$ (38,993)     | 33%  | \$ 1,032,176  | \$ 607,792    | \$ (424,384)    | 59%  |
| Housing Authority                  | 3648 | -             | -             | -               | N/A  | 23,707        | 18,707        | (5,000)         | 79%  |
| Economic Development               | 4886 | -             | -             | -               | N/A  | 392,551       | 187,074       | (205,477)       | 48%  |
| Community Development              | 4887 | 22,000        | 22,760        | 760             | 103% | 1,219,152     | 598,742       | (620,410)       | 49%  |
| Subtotal                           |      | \$ 80,000     | \$ 41,767     | \$ (38,233)     | 52%  | \$ 2,667,586  | \$ 1,412,315  | \$ (1,255,271)  | 53%  |
| General Government:                |      |               |               |                 |      |               |               |                 |      |
| Communications                     | 2335 | \$ -          | \$ -          | \$ -            | N/A  | \$ 465,913    | \$ 222,944    | \$ (242,969)    | 48%  |
| Mayor and City Council             | 4881 | -             | -             | -               | N/A  | 524,927       | 119,954       | (404,973)       | 23%  |
| Human Resources                    | 4882 | -             | -             | -               | N/A  | 517,045       | 238,196       | (278,849)       | 46%  |
| City Manager                       | 4883 | -             | -             | -               | N/A  | 1,142,447     | 586,587       | (555,860)       | 51%  |
| City Clerk                         | 4884 | 120,400       | 94,700        | (25,700)        | 79%  | 531,410       | 249,322       | (282,088)       | 47%  |
| Finance                            | 4885 | 35,678,197    | 20,319,215    | (15,358,982)    | 57%  | 611,177       | 312,043       | (299,134)       | 51%  |
| Information Technology             | 4889 | 410,946       | 204,987       | (205,959)       | 50%  | 1,643,782     | 807,486       | (836,296)       | 49%  |
| City Hall Building                 | 4891 | -             | -             | -               | N/A  | 92,148        | 46,105        | (46,043)        | 50%  |
| Subtotal                           |      | \$ 36,209,543 | \$ 20,618,901 | \$ (15,590,642) | 57%  | \$ 5,528,849  | \$ 2,582,638  | \$ (2,946,211)  | 47%  |
| Total General Fund                 |      | \$ 45,242,433 | \$ 25,413,077 | \$ (19,829,356) | 56%  | \$ 45,575,192 | \$ 22,245,112 | \$ (23,330,080) | 49%  |
| Hotel/Motel Tax Fund               |      |               |               |                 |      |               |               |                 |      |
| Community and Economic Development | 2233 | \$ 6,000      | \$ -          | \$ (6,000)      | 0%   | \$ 1,382,289  | \$ 872,624    | \$ (509,665)    | 63%  |
| Road Use Tax Fund                  |      |               |               |                 |      |               |               |                 |      |
| Public Works:                      |      |               |               |                 |      |               |               |                 |      |
| Street Lighting                    | 1260 | \$ -          | \$ -          | \$ -            | N/A  | \$ 726,000    | \$ 320,966    | \$ (405,034)    | 44%  |
| Roadway Administration             | 3261 | 8,935,310     | 4,913,747     | (4,021,563)     | 55%  | 2,041,267     | 983,967       | (1,057,300)     | 48%  |
| Roadway Maintenance                | 3262 | -             | 1,385         | 1,385           | N/A  | 2,737,874     | 1,445,485     | (1,292,389)     | 53%  |
| Snow and Ice Control               | 3263 | -             | -             | -               | N/A  | 1,383,193     | 248,938       | (1,134,255)     | 18%  |
| Traffic Safety                     | 3265 | -             | -             | -               | N/A  | 1,457,248     | 679,475       | (777,773)       | 47%  |
| Total Road Use Tax Fund            |      | \$ 8,935,310  | \$ 4,915,133  | \$ (4,020,177)  | 55%  | \$ 8,345,582  | \$ 3,678,832  | \$ (4,666,750)  | 44%  |

| 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 | \$ 10,399,833         | \$ 5,982,275         | \$ (4,417,558)         | 58%      | \$ 2,804,559          | \$ 100,904           | \$ (2,703,655)         | 4%       |  |  |
| Police and Fire Retirement         |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Public Safety:                     | 4290 | \$ 2,662,549          | \$ 1,372,383         | \$ (1,290,166)         | 52%      | \$ 2,839,551          | \$ 1,298,356         | \$ (1,541,195)         | 46%      |  |  |
| Debt Service                       |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Debt Service:                      | 4300 | \$ 15,497,792         | \$ 7,995,454         | \$ (7,502,338)         | 52%      | \$ 25,028,489         | \$ 2,267,801         | \$ (22,760,688)        | 9%       |  |  |
| Solid Waste                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        | 3500 | \$ 1,475,000          | \$ 709,000           | \$ (766,000)           | 48%      | \$ 1,483,821          | \$ 673,671           | \$ (810,150)           | 45%      |  |  |
| Water                              |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Utility Deposits                   | 3505 | \$ 217,000            | \$ 114,426           | \$ (102,574)           | 53%      | \$ 183,000            | \$ 95,475            | \$ (87,525)            | 52%      |  |  |
| Water Administration               | 3510 | 21,619,504            | 12,714,772           | (8,904,732)            | 59%      | 23,387,144            | 5,691,791            | (17,695,353)           | 24%      |  |  |
| Water Maintenance                  | 3512 | -                     | -                    | -                      | N/A      | 2,764,138             | 1,383,149            | (1,380,989)            | 50%      |  |  |
| Water Improvement                  | 3520 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Water Sinking                      | 3530 | -                     | -                    | -                      | N/A      | 2,207,538             | 284,819              | (1,922,719)            | 13%      |  |  |
| Total Water Fund                   |      | <u>\$ 21,836,504</u>  | <u>\$ 12,829,198</u> | <u>\$ (9,007,306)</u>  | 59%      | <u>\$ 28,541,820</u>  | <u>\$ 7,455,235</u>  | <u>\$ (21,086,585)</u> | 26%      |  |  |
| Sewer                              |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Wastewater Administration          | 3550 | \$ 16,854,119         | \$ 8,876,666         | \$ (7,977,453)         | 53%      | \$ 8,047,467          | \$ 4,590,669         | \$ (3,456,798)         | 57%      |  |  |
| Wastewater Operations              | 3552 | -                     | -                    | -                      | N/A      | 1,427,684             | 709,833              | (717,851)              | 50%      |  |  |
| Sewer Improvement                  | 3560 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Sewer Sinking                      | 3570 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Total Sewer Fund                   |      | <u>\$ 16,854,119</u>  | <u>\$ 8,876,666</u>  | <u>\$ (7,977,453)</u>  | 53%      | <u>\$ 9,475,151</u>   | <u>\$ 5,300,502</u>  | <u>\$ (4,174,649)</u>  | 56%      |  |  |
| Storm Water                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Storm Water Administration         | 3580 | \$ 3,643,814          | \$ 1,796,206         | \$ (1,847,608)         | 49%      | \$ 929,844            | \$ 473,308           | \$ (456,536)           | 51%      |  |  |
| Street Cleaning                    | 3584 | -                     | -                    | -                      | N/A      | 264,369               | 123,071              | (141,298)              | 47%      |  |  |
| Total Storm Water Fund             |      | <u>\$ 3,643,814</u>   | <u>\$ 1,796,206</u>  | <u>\$ (1,847,608)</u>  | 49%      | <u>\$ 1,194,213</u>   | <u>\$ 596,378</u>    | <u>\$ (597,835)</u>    | 50%      |  |  |
| Golf Course                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Golf Course Maintenance            | 2591 | \$ 1,000              | \$ 1,218             | \$ 218                 | 122%     | \$ 805,163            | \$ 416,404           | \$ (388,759)           | 52%      |  |  |
| Golf Course Pro Shop               | 2592 | 1,384,000             | 948,939              | (435,061)              | 69%      | 691,398               | 433,748              | (257,650)              | 63%      |  |  |
| Golf Course Banquet Services       | 2595 | 549,000               | 461,520              | (87,480)               | 84%      | 843,576               | 442,200              | (401,376)              | 52%      |  |  |
| Total Golf Course Fund             |      | <u>\$ 1,934,000</u>   | <u>\$ 1,411,677</u>  | <u>\$ (522,323)</u>    | 73%      | <u>\$ 2,340,137</u>   | <u>\$ 1,292,352</u>  | <u>\$ (1,047,785)</u>  | 55%      |  |  |
| Total                              |      | <u>\$ 128,487,354</u> | <u>\$ 71,301,067</u> | <u>\$ (57,186,287)</u> | 55%      | <u>\$ 129,010,804</u> | <u>\$ 45,781,767</u> | <u>\$ (83,229,037)</u> | 35%      |  |  |



**City of Ankeny  
Investment Schedule  
December 2023**

| 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, 2023 |
|-------------------------------|-----------------------|-------------|------------------|---------------|---------------|---------------|------|-------------------|------------------|---------------------|------------------------------|--------------------|---------------------------|
| <b>Capital Projects</b>       |                       |             |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 433087201                     | US Bank               | CD          | CD               | 3.050%        | 8/22/2022     | 8/17/2023     | 360  | \$ 5,000,000.00   | \$ -             | \$ -                | \$ 152,500.00                | \$ 5,000,000.00    | \$ -                      |
|                               | Robert W. Baird & Co. | T-Note      | T-Note           | 4.683%        | 1/4/2023      | 8/31/2023     | 239  | 5,000,000.00      | -                | (105,079.71)        | 142,707.72                   | 4,894,920.29       | -                         |
| 13571051                      | Bankers Trust         | CD          | CD               | 4.200%        | 9/27/2022     | 9/27/2023     | 365  | 4,000,000.00      | -                | -                   | 168,000.01                   | 4,000,000.00       | -                         |
| 313-91634                     | RBC Wealth Managem    | T-Note      | T-Note           | 4.464%        | 4/10/2023     | 2/29/2024     | 325  | 2,000,000.00      | 5,292.12         | (35,787.50)         | 18,457.88                    | -                  | 1,964,212.50              |
| 313-91634                     | RBC Wealth Managem    | T-Note      | T-Note           | 4.855%        | 2/8/2023      | 2/29/2024     | 386  | 3,000,000.00      | -                | (101,231.25)        | 22,500.00                    | -                  | 2,898,768.75              |
| 313-91634                     | RBC Wealth Managem    | T-Note      | T-Note           | 5.060%        | 3/1/2023      | 5/31/2024     | 457  | 5,000,000.00      | -                | (150,726.56)        | 62,500.00                    | -                  | 4,849,273.44              |
|                               | Robert W. Baird & Co. | T-Note      | T-Note           | 5.462%        | 6/30/2023     | 6/30/2024     | 366  | 5,000,000.00      | -                | (176,459.40)        | -                            | -                  | 4,823,540.60              |
| 1346315-1                     | IPAIT                 | CD          | CD               | 4.550%        | 2/1/2023      | 8/5/2024      | 551  | 3,000,000.00      | -                | -                   | -                            | -                  | 3,000,000.00              |
|                               | Robert W. Baird & Co. | T-Note      | T-Note           | 5.407%        | 9/5/2023      | 8/15/2024     | 345  | 5,000,000.00      | 1,069.97         | (226,243.75)        | -                            | -                  | 4,774,826.22              |
| 48511043811                   | Veridian Credit Union | CD          | CD               | 5.500%        | 9/27/2023     | 9/27/2024     | 366  | 4,000,000.00      | -                | -                   | -                            | -                  | 4,000,000.00              |
| Subtotal                      |                       |             |                  |               |               |               |      | \$ 41,000,000.00  | \$ 6,362.09      | \$ (795,528.17)     | \$ 566,665.61                | \$ 13,894,920.29   | \$ 26,310,621.51          |
| <b>Equipment Reserve</b>      |                       |             |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 260001208                     | Community State       | CD          | CD               | 5.250%        | 6/24/2023     | 6/24/2024     | 366  | \$ 1,000,000.00   | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 1,000,000.00           |
| Subtotal                      |                       |             |                  |               |               |               |      | \$ 1,000,000.00   | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 1,000,000.00           |
| <b>General Funds</b>          |                       |             |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 313-91634                     | RBC Wealth Managem    | T-Note      | T-Note           | 4.546%        | 12/1/2022     | 6/30/2023     | 211  | \$ 5,000,000.00   | \$ -             | \$ (124,513.59)     | \$ 127,638.59                | \$ 4,875,486.41    | \$ -                      |
| 3001008015                    | Lincoln Savings Bank  | CD          | CD               | 2.950%        | 8/17/2022     | 8/17/2023     | 365  | 5,000,000.00      | -                | -                   | 149,678.65                   | 5,000,000.00       | -                         |
| 1302693-1                     | IPAIT                 | CD          | CD               | 4.200%        | 9/29/2022     | 9/29/2023     | 365  | 5,000,000.00      | -                | -                   | 210,000.00                   | 5,000,000.00       | -                         |
| 313-91634                     | RBC Wealth Managem    | T-Note      | T-Note           | 4.890%        | 2/10/2023     | 11/30/2023    | 293  | 3,000,000.00      | -                | (101,721.57)        | 109,221.57                   | 2,898,278.43       | -                         |
| 313-91634                     | RBC Wealth Managem    | Natixis     | Commercial Paper | 5.181%        | 3/28/2023     | 12/4/2023     | 251  | 4,825,694.45      | -                | -                   | 174,305.55                   | 4,825,694.45       | -                         |
| 3001042013                    | Lincoln Savings Bank  | CD          | CD               | 4.800%        | 1/31/2023     | 1/31/2024     | 365  | 2,000,000.00      | -                | -                   | -                            | -                  | 2,000,000.00              |
| 260002163                     | Community State       | CD          | CD               | 4.910%        | 1/31/2023     | 1/31/2024     | 365  | 2,000,000.00      | -                | -                   | -                            | -                  | 2,000,000.00              |
| 1346728-1                     | IPAIT                 | CD          | CD               | 5.060%        | 2/28/2023     | 2/28/2024     | 365  | 10,000,000.00     | -                | -                   | -                            | -                  | 10,000,000.00             |
| 313-91634                     | RBC Wealth Managem    | T-Note      | T-Note           | 4.597%        | 4/3/2023      | 3/31/2024     | 363  | 5,000,000.00      | 922.13           | (111,621.90)        | 55,327.87                    | -                  | 4,888,378.10              |
| 313-91634                     | RBC Wealth Managem    | T-Note      | T-Note           | 4.596%        | 4/17/2023     | 4/30/2024     | 379  | 5,000,000.00      | -                | (116,242.20)        | 56,250.07                    | -                  | 4,883,757.80              |
| 6900908840                    | BMO                   | CD          | CD               | 5.830%        | 11/16/2023    | 5/16/2024     | 182  | 3,000,000.00      | -                | -                   | -                            | -                  | 3,000,000.00              |
| 3001078547                    | Lincoln Savings Bank  | CD          | CD               | 5.350%        | 6/27/2023     | 6/26/2024     | 365  | 2,000,000.00      | -                | -                   | -                            | -                  | 2,000,000.00              |
|                               | RBC Wealth Managem    | T-Note      | T-Note           | 5.440%        | 6/30/2023     | 6/30/2024     | 366  | 5,000,000.00      | -                | (175,429.70)        | -                            | -                  | 4,824,570.30              |
|                               | Robert W. Baird & Co. | Natixis     | Commercial Paper | 5.607%        | 12/6/2023     | 8/20/2024     | 258  | 4,806,858.35      | -                | -                   | -                            | -                  | 4,806,858.35              |
| 260003236                     | Community State       | CD          | CD               | 5.740%        | 9/27/2023     | 9/26/2024     | 365  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00              |
| 6900908841                    | BMO                   | CD          | CD               | 5.880%        | 11/16/2023    | 11/16/2024    | 366  | 2,000,000.00      | -                | -                   | -                            | -                  | 2,000,000.00              |
| 3000907325                    | Lincoln Savings Bank  | MM          | Money market     | 4.250%        | N/A           | N/A           | MM   | 10,267,452.63     | -                | -                   | 159,571.33                   | 3,000,000.00       | 7,267,452.63              |
| 39246-101                     | IPAIT                 | MM          | Money market     | 5.132%        | N/A           | N/A           | MM   | 34,800,250.37     | -                | -                   | 712,589.92                   | -                  | 34,800,250.37             |
|                               | Farmers State Bank    | MM          | Money market     | 5.080%        | N/A           | N/A           | MM   | 25,604,997.76     | -                | -                   | 642,493.41                   | -                  | 25,604,997.76             |
| Subtotal                      |                       |             |                  |               |               |               |      | \$ 139,305,253.56 | \$ 922.13        | \$ (629,528.96)     | \$ 2,397,076.96              | \$ 25,599,459.29   | \$ 113,076,265.31         |
| <b>Police/Fire Pension</b>    |                       |             |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 260001208                     | Community State       | CD          | CD               | 5.250%        | 6/24/2023     | 6/24/2024     | 366  | \$ 500,000.00     | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 500,000.00             |
| Subtotal                      |                       |             |                  |               |               |               |      | \$ 500,000.00     | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 500,000.00             |
| <b>Sewer Improvement Fund</b> |                       |             |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 13571051                      | Bankers Trust         | CD          | CD               | 4.200%        | 9/27/2022     | 9/27/2023     | 365  | \$ 1,000,000.00   | \$ -             | \$ -                | \$ 42,000.00                 | \$ 1,000,000.00    | \$ -                      |
| 260001432                     | Community State       | CD          | CD               | 5.250%        | 6/7/2023      | 6/7/2024      | 366  | 500,000.00        | -                | -                   | -                            | -                  | 500,000.00                |
| 260001208                     | Community State       | CD          | CD               | 5.250%        | 6/24/2023     | 6/24/2024     | 366  | 500,000.00        | -                | -                   | -                            | -                  | 500,000.00                |
| 48511043811                   | Veridian Credit Union | CD          | CD               | 5.500%        | 9/27/2023     | 9/27/2024     | 366  | 1,000,000.00      | -                | -                   | -                            | -                  | 1,000,000.00              |
| Subtotal                      |                       |             |                  |               |               |               |      | \$ 3,000,000.00   | \$ -             | \$ -                | \$ 42,000.00                 | \$ 1,000,000.00    | \$ 2,000,000.00           |

**City of Ankeny  
Investment Schedule  
December 2023**

| Account<br>Number                   | Institution     | Description | Type | Interest<br>Rate | Purchase<br>Date | Maturity<br>Date | Days | Principal                | Accrued<br>Interest | Premium/<br>(Discount)   | Interest/<br>Dividends<br>Received | Principal<br>Redeemed   | Balance<br>December 31, 2023 |
|-------------------------------------|-----------------|-------------|------|------------------|------------------|------------------|------|--------------------------|---------------------|--------------------------|------------------------------------|-------------------------|------------------------------|
| <b>Water Fund</b>                   |                 |             |      |                  |                  |                  |      |                          |                     |                          |                                    |                         |                              |
| 260001432                           | Community State | CD          | CD   | 5.250%           | 6/7/2023         | 6/7/2024         | 366  | \$ 2,000,000.00          | \$ -                | \$ -                     | \$ -                               | \$ -                    | \$ 2,000,000.00              |
| Subtotal                            |                 |             |      |                  |                  |                  |      | <u>\$ 2,000,000.00</u>   | <u>\$ -</u>         | <u>\$ -</u>              | <u>\$ -</u>                        | <u>\$ -</u>             | <u>\$ 2,000,000.00</u>       |
| Total Investments                   |                 |             |      |                  |                  |                  |      | <u>\$ 186,805,253.56</u> | <u>\$ 7,284.22</u>  | <u>\$ (1,425,057.13)</u> | <u>\$ 3,005,742.57</u>             | <u>\$ 40,494,379.58</u> | <u>\$ 144,886,886.82</u>     |
| <b><u>Totals by Institution</u></b> |                 |             |      |                  |                  |                  |      |                          |                     |                          |                                    |                         |                              |
| Bankers Trust                       |                 |             |      |                  |                  |                  |      | \$ 5,000,000.00          | \$ -                | \$ -                     | \$ 210,000.01                      | \$ 5,000,000.00         | \$ -                         |
| BMO                                 |                 |             |      |                  |                  |                  |      | 5,000,000.00             | -                   | -                        | -                                  | -                       | 5,000,000.00                 |
| BNP Paribas                         |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| Community State                     |                 |             |      |                  |                  |                  |      | 11,500,000.00            | -                   | -                        | -                                  | -                       | 11,500,000.00                |
| Farmers State Bank                  |                 |             |      |                  |                  |                  |      | 25,604,997.76            | -                   | -                        | 642,493.41                         | -                       | 25,604,997.76                |
| First Interstate Bank               |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| First National Bank                 |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| Great Southern Bank                 |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| IPA/IT                              |                 |             |      |                  |                  |                  |      | 52,800,250.37            | -                   | -                        | 922,589.92                         | 5,000,000.00            | 47,800,250.37                |
| Lincoln Savings Bank                |                 |             |      |                  |                  |                  |      | 19,267,452.63            | -                   | -                        | 309,249.98                         | 8,000,000.00            | 11,267,452.63                |
| Northwest Bank                      |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| RBC Wealth Management               |                 |             |      |                  |                  |                  |      | 37,825,694.45            | 6,214.25            | (917,274.27)             | 626,201.53                         | 12,599,459.29           | 24,308,960.89                |
| Robert W. Baird & Co.               |                 |             |      |                  |                  |                  |      | 19,806,858.35            | 1,069.97            | (507,782.86)             | 142,707.72                         | 4,894,920.29            | 14,405,225.17                |
| Two Rivers Bank                     |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| South Story Bank & Trust            |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| US Bank                             |                 |             |      |                  |                  |                  |      | 5,000,000.00             | -                   | -                        | 152,500.00                         | 5,000,000.00            | -                            |
| Veridian Credit Union               |                 |             |      |                  |                  |                  |      | 5,000,000.00             | -                   | -                        | -                                  | -                       | 5,000,000.00                 |
| Wells Fargo Bank                    |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| Total                               |                 |             |      |                  |                  |                  |      | <u>\$ 186,805,253.56</u> | <u>\$ 7,284.22</u>  | <u>\$ (1,425,057.13)</u> | <u>\$ 3,005,742.57</u>             | <u>\$ 40,494,379.58</u> | <u>\$ 144,886,886.82</u>     |
| <b><u>Totals by Type</u></b>        |                 |             |      |                  |                  |                  |      |                          |                     |                          |                                    |                         |                              |
| CD                                  |                 |             |      |                  |                  |                  |      | \$ 58,500,000.00         | \$ -                | \$ -                     | \$ 722,178.66                      | \$ 20,000,000.00        | \$ 38,500,000.00             |
| Commercial paper                    |                 |             |      |                  |                  |                  |      | 9,632,552.80             | -                   | -                        | 174,305.55                         | 4,825,694.45            | 4,806,858.35                 |
| Money market                        |                 |             |      |                  |                  |                  |      | 70,672,700.76            | -                   | -                        | 1,514,654.66                       | 3,000,000.00            | 67,672,700.76                |
| T-Bill                              |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| T-Note                              |                 |             |      |                  |                  |                  |      | 48,000,000.00            | 7,284.22            | (1,425,057.13)           | 594,603.70                         | 12,668,685.13           | 33,907,327.71                |
|                                     |                 |             |      |                  |                  |                  |      | <u>\$ 186,805,253.56</u> | <u>\$ 7,284.22</u>  | <u>\$ (1,425,057.13)</u> | <u>\$ 3,005,742.57</u>             | <u>\$ 40,494,379.58</u> | <u>\$ 144,886,886.82</u>     |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                      |
|  <a href="#">December 2023 Building Permit Report</a> |

**City of Ankeny**  
**Building Permit Report**  
**Month of December 2023**

|                                      | Issued      |                     | Issued      |                     | Issued Calendar Year |                      |                     |                      | Issued Fiscal Year  |                      |
|--------------------------------------|-------------|---------------------|-------------|---------------------|----------------------|----------------------|---------------------|----------------------|---------------------|----------------------|
|                                      | December-23 |                     | December-22 |                     | 1/1/2023-12/31/2023  |                      | 1/1/2022-12/31/2022 |                      | 7/1/2023-12/31/2023 |                      |
|                                      | Num         | Valuation           | Num         | Valuation           | Num                  | Valuation            | Num                 | Valuation            | Num                 | Valuation            |
| <b>RESIDENTIAL</b>                   |             |                     |             |                     |                      |                      |                     |                      |                     |                      |
| New Dwellings                        |             |                     |             |                     |                      |                      |                     |                      |                     |                      |
| New Single Family Detached           | 25          | \$9,723,176         | 9           | \$3,139,122         | 401                  | \$137,758,562        | 453                 | \$143,819,171        | 159                 | \$60,114,194         |
| New Single Family Attached/Duplex    | 4           | \$1,672,696         | 69          | \$16,990,785        | 212                  | \$56,689,786         | 312                 | \$73,058,666         | 64                  | \$19,401,608         |
| New Multi - Family                   | 0           | \$0                 | 0           | \$0                 | 2                    | \$11,805,685         | 53                  | \$67,047,325         | 1                   | \$4,534,864          |
| <b>Total New Residential Permits</b> | <b>29</b>   | <b>\$11,395,872</b> | <b>78</b>   | <b>\$20,129,907</b> | <b>615</b>           | <b>\$206,254,033</b> | <b>818</b>          | <b>\$283,925,162</b> | <b>224</b>          | <b>\$84,050,666</b>  |
| Additions/Alterations/Other (1)      | 49          | \$921,534           | 35          | \$655,781           | 790                  | \$10,397,863         | 870                 | \$11,542,603         | 377                 | \$5,799,114          |
| <b>Total New Dwelling Units</b>      | <b>29</b>   |                     | <b>78</b>   |                     | <b>664</b>           |                      | <b>1133</b>         |                      | <b>223</b>          |                      |
|                                      |             |                     |             |                     |                      |                      |                     |                      |                     |                      |
| <b>NON-RESIDENTIAL</b>               |             |                     |             |                     |                      |                      |                     |                      |                     |                      |
| New Commercial                       | 0           | \$0                 | 2           | \$2,538,072         | 26                   | \$54,679,860         | 34                  | \$172,457,117        | 13                  | \$18,220,152         |
| COM Additions/Alterations/Other      | 9           | \$542,860           | 6           | \$513,699           | 92                   | \$44,254,718         | 99                  | \$18,216,771         | 42                  | \$27,689,114         |
| New Church                           | 0           | \$0                 | 0           | \$0                 | 0                    | \$0                  | 1                   | \$13,679,075         | 0                   | \$0                  |
| CHR Additions/Alterations/Other      | 0           | \$0                 | 0           | \$0                 | 1                    | \$17,000             | 3                   | \$359,880            | 0                   | \$0                  |
| New School                           | 0           | \$0                 | 0           | \$0                 | 3                    | \$7,000,500          | 1                   | \$27,196,293         | 2                   | \$6,930,500          |
| SCH Additions/Alterations/Other      | 0           | \$0                 | 0           | \$0                 | 5                    | \$325,913            | 3                   | \$40,550             | 3                   | \$165,000            |
| <b>Total Non Residential Permits</b> | <b>9</b>    | <b>\$542,860</b>    | <b>8</b>    | <b>\$3,051,771</b>  | <b>127</b>           | <b>\$106,277,991</b> | <b>141</b>          | <b>\$231,949,686</b> | <b>60</b>           | <b>\$53,004,766</b>  |
|                                      |             |                     |             |                     |                      |                      |                     |                      |                     |                      |
| MISC PERMITS (2)                     | 38          | \$109,895           | 24          | \$45,372            | 907                  | \$1,173,026          | 968                 | \$1,276,873          | 464                 | \$703,192            |
|                                      |             |                     |             |                     |                      |                      |                     |                      |                     |                      |
| <b>TOTALS</b>                        | <b>125</b>  | <b>\$12,970,161</b> | <b>145</b>  | <b>\$23,882,831</b> | <b>2439</b>          | <b>\$324,102,913</b> | <b>2797</b>         | <b>\$528,694,324</b> | <b>1125</b>         | <b>\$143,557,738</b> |

(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 2023

| Type of Use            | Type of Work        | Issue Date | Valuation | Permit Number | Street Address          | Applicant Name         | Contractor Name              |
|------------------------|---------------------|------------|-----------|---------------|-------------------------|------------------------|------------------------------|
| Single Family Detached | New Building        | 12/6/2023  | \$397,425 | 23-6803-NEW   | 4205 NE 16th St         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/7/2023  | \$314,202 | 23-6860-NEW   | 4209 NE 6th St          | Genesis Homes Inc      | Genesis Homes Of Iowa LLC    |
| Single Family Detached | New Building        | 12/8/2023  | \$292,734 | 23-6801-NEW   | 2905 NW 30th Ln         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/8/2023  | \$292,734 | 23-6802-NEW   | 2909 NW 30th Ln         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/8/2023  | \$371,635 | 23-6812-NEW   | 5525 NE Seneca Dr       | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/8/2023  | \$236,917 | 23-6823-NEW   | 2901 NW 30th Ln         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/8/2023  | \$374,496 | 23-6883-NEW   | 4203 NE 15th St         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/8/2023  | \$347,299 | 23-6884-NEW   | 5610 NE Verona Dr       | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/8/2023  | \$397,425 | 23-6950-NEW   | 4202 NE 15th St         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/11/2023 | \$415,470 | 23-6868-NEW   | 1507 NW Benjamin Dr     | Gardner Homes          | Gardner Homes                |
| Single Family Detached | New Building        | 12/11/2023 | \$415,470 | 23-6870-NEW   | 1409 NW Benjamin Dr     | Gardner Homes          | Gardner Homes                |
| Single Family Detached | New Building        | 12/11/2023 | \$409,849 | 23-6890-NEW   | 1005 NW Benjamin Dr     | Claman Custom Homes    | Claman Custom Homes          |
| Single Family Detached | New Building        | 12/12/2023 | \$444,173 | 23-6925-NEW   | 2619 SW Vineyard Ln     | Bella Homes LLC        | Bella Homes LLC              |
| Single Family Detached | New Building        | 12/12/2023 | \$273,640 | 23-7015-NEW   | 4407 NW 12th St         | Greenland Homes Inc    | Greenland Homes Inc          |
| Single Family Detached | New Building        | 12/19/2023 | \$664,038 | 23-6997-NEW   | 3106 NE Avery Dr        | Sage Homes Inc.        | Sage Homes Inc               |
| Single Family Detached | New Building        | 12/19/2023 | \$589,074 | 23-7024-NEW   | 6309 NE Grant Ln        | Harvest Ridge Builders | Harvester Ridge Builders LLC |
| Single Family Detached | New Building        | 12/19/2023 | \$371,562 | 23-7103-NEW   | 5506 NE Seneca Dr       | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/20/2023 | \$453,121 | 23-6905-NEW   | 6109 NE Grant Ct        | Caliber Homes          | Caliber Homes                |
| Single Family Detached | New Building        | 12/20/2023 | \$462,283 | 23-7035-NEW   | 2711 NW Cedarwood Dr    | Caliber Homes          | Caliber Homes                |
| Single Family Detached | New Building        | 12/20/2023 | \$425,361 | 23-7068-NEW   | 607 NE Oak Ridge Dr     | Genesis Homes Inc      | Genesis Homes Of Iowa LLC    |
| Single Family Detached | New Building        | 12/20/2023 | \$313,950 | 23-7070-NEW   | 611 NE Oak Ridge Dr     | Genesis Homes Inc      | Genesis Homes Of Iowa LLC    |
| Single Family Detached | New Building        | 12/20/2023 | \$371,635 | 23-7115-NEW   | 1332 NE 55th St         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/21/2023 | \$351,059 | 23-7122-NEW   | 5609 NE Verona Dr       | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Detached | New Building        | 12/29/2023 | \$397,767 | 23-7166-NEW   | 6317 NE Grant Ln        | Harvest Ridge Builders | Harvest Ridge Builders       |
| Single Family Detached | New Building        | 12/29/2023 | \$339,857 | 23-7169-NEW   | 4206 NE 15th St         | DR Horton - Iowa LLC   | DR Horton - Iowa LLC         |
| Single Family Attached | New Building        | 12/5/2023  | \$418,174 | 23-6840-NEW   | 5518 NE Creek Ridge Dr  | Jerry's Homes Inc      | Jerry's Homes Inc            |
| Single Family Attached | New Building        | 12/5/2023  | \$418,174 | 23-6841-NEW   | 5522 NE Creek Ridge Dr  | Jerry's Homes Inc      | Jerry's Homes Inc            |
| Single Family Attached | New Building        | 12/5/2023  | \$418,174 | 23-6842-NEW   | 5604 NE Creek Ridge Dr  | Jerry's Homes Inc      | Jerry's Homes Inc            |
| Single Family Attached | New Building        | 12/5/2023  | \$418,174 | 23-6843-NEW   | 5608 NE Creek Ridge Dr  | Jerry's Homes Inc      | Jerry's Homes Inc            |
| Single Family Detached | Solar               | 12/4/2023  | \$37,936  | 23-6895-SOL   | 1311 NE Frisk Dr        | Purelight Power        | Purelight Power              |
| Single Family Detached | Building Alteration | 12/5/2023  | \$16,065  | 23-6834-ALT   | 3403 NE 11th St         | Wells Renovations      | Wells Renovations            |
| Single Family Detached | Building Alteration | 12/6/2023  | \$19,184  | 23-6092-ALT   | 3110 NW Westwood St     | Capitol City Fence     | Billy Matthews               |
| Single Family Detached | Solar               | 12/6/2023  | \$47,803  | 23-6910-SOL   | 909 NW Cedar Ct         | Dexton Lybbert         | Skyline Solar                |
| Single Family Detached | Fire Repair         | 12/6/2023  | \$125,000 | 23-6932-FREP  | 201 SE Peterson Dr      | Firstcall              | Firstcall                    |
| Single Family Detached | Building Addition   | 12/7/2023  | \$24,101  | 23-6450-ADD   | 2613 SW 19th St         | RIGID BUILDERS INC     | RIGID BUILDERS INC           |
| Single Family Detached | Porch               | 12/7/2023  | \$7,108   | 23-6943-PRCH  | 5106 NW 6th St          | Deck & Drive Solutions | Deck and Drive Solutions     |
| Single Family Detached | Building Addition   | 12/8/2023  | \$24,101  | 23-6104-ADD   | 3412 NE 11th St         | Steve Coffin           | Steve Coffin                 |
| Single Family Detached | Building Alteration | 12/11/2023 | \$16,632  | 23-6923-ALT   | 3126 NW 28th St         | 3 Sons Construction    | 3 Sons Construction          |
| Single Family Detached | Porch               | 12/11/2023 | \$4,232   | 23-7001-PRCH  | 1508 NE Williamsburg Dr | Deck & Drive Solutions | Deck and Drive Solutions     |
| Single Family Detached | Pergola             | 12/12/2023 | \$14,735  | 23-6747-PERG  | 4533 SW Sawgrass Pkwy   | Denise Shoeman         | Denise Shoeman               |
| Single Family Detached | Building Alteration | 12/12/2023 | \$24,633  | 23-7017-ALT   | 1308 NW 26th St         | Dewall Construction    | Dewall Construction          |

|                        |                     |            |           |              |                               |                           |                           |
|------------------------|---------------------|------------|-----------|--------------|-------------------------------|---------------------------|---------------------------|
| Single Family Detached | Solar               | 12/12/2023 | \$41,266  | 23-7040-SOL  | 3902 NW Seasons Ct            | Purelight Power           | Purelight Power           |
| Single Family Detached | Solar               | 12/12/2023 | \$19,680  | 23-7044-SOL  | 2209 NE 14th Ct               | Purelight Power           | Purelight Power           |
| Single Family Detached | Solar               | 12/12/2023 | \$19,408  | 23-7046-SOL  | 1401 NW Driftwood Dr          | Purelight Power           | Purelight Power           |
| Single Family Detached | Building Alteration | 12/13/2023 | \$20,475  | 23-6629-ALT  | 2603 NW Beechwood St          | Vishal Patel              | Vishal Patel              |
| Single Family Detached | Building Alteration | 12/14/2023 | \$31,752  | 23-7025-ALT  | 3210 NE 6th Ln                | Jerry's Homes Inc         | Jerry's Homes Inc         |
| Single Family Detached | Solar               | 12/14/2023 | \$20,558  | 23-7076-SOL  | 3006 NE 17th St               | Purelight Power           | Purelight Power           |
| Single Family Detached | Pergola             | 12/15/2023 | \$38,290  | 23-7031-PERG | 1715 SW Linden St             | Paramount Pergolas        | Paramount Pergolas        |
| Single Family Detached | Building Alteration | 12/18/2023 | \$28,350  | 23-6882-ALT  | 1402 NE 49th St               | Tyler Eagan               | Ryley Pruismann           |
| Single Family Attached | Building Addition   | 12/18/2023 | \$32,135  | 23-7041-ADD  | 1006 NW Irvinedale Dr         | Tony L Nygren             | Tony L Nygren             |
| Single Family Detached | Building Alteration | 12/18/2023 | \$29,484  | 23-7114-ALT  | 513 SW Elm St                 | Done Right Construction   | Done Right Construction   |
| Single Family Detached | Building Addition   | 12/19/2023 | \$35,148  | 23-7094-ADD  | 621 NE Whitetail Dr           | Craig Derby               | Craig Derby               |
| Single Family Detached | Building Alteration | 12/19/2023 | \$25,200  | 23-7097-ALT  | 716 NE Whitetail Dr           | Targoff Michael           | Elk River Contracting LLC |
| Single Family Detached | Building Addition   | 12/19/2023 | \$32,135  | 23-7119-ADD  | 1106 SE Michael Dr            | Midwest Builders Of Iowa  | Midwest Builders Of Iowa  |
| Single Family Detached | Building Alteration | 12/19/2023 | \$5,670   | 23-7140-ALT  | 3124 NW 15th St               | John A Carlson            | John A Carlson            |
| Single Family Detached | Building Addition   | 12/20/2023 | \$28,118  | 23-7093-ADD  | 1113 NE 29th St               | Midwest Builders Of Iowa  | Midwest Builders Of Iowa  |
| Single Family Detached | Building Alteration | 12/20/2023 | \$28,350  | 23-7160-ALT  | 2417 NW Park Meadows Dr       | T & E Construction Inc    | T & E Construction Inc    |
| Single Family Detached | Solar               | 12/22/2023 | \$40,141  | 23-4435-SOL  | 519 NE 53rd Ct                | Blue Sky                  | Blue Sky                  |
| Single Family Detached | Building Alteration | 12/27/2023 | \$5,292   | 23-7201-ALT  | 304 NE 62nd St                | Caliber Homes             | Caliber Homes             |
| Single Family Attached | Building Alteration | 12/27/2023 | \$16,569  | 23-7221-ALT  | 4519 NE Milligan Ln           | Randall Hykes             | Randall Hykes             |
| Single Family Attached | Solar               | 12/28/2023 | \$16,264  | 23-7222-SOL  | 510 NW Jackson Dr             | Revolution Energy Systems | Revolution Energy Systems |
| Single Family Detached | Building Addition   | 12/28/2023 | \$1,500   | 23-7231-ADD  | 1107 NE Milan Ave             | West Heating & A/C        | West Heating & A/C        |
| Single Family Detached | Building Alteration | 12/29/2023 | \$15,844  | 23-7237-ALT  | 1628 NE Deerfield Dr          | DR Horton - Iowa LLC      | DR Horton - Iowa LLC      |
| Single Family Detached | Shed                | 12/11/2023 | \$4,800   | 23-5743-SHD  | 2302 SW White Birch Dr        | Ross Schuchart            | Ross Schuchart            |
| Single Family Detached | Shed                | 12/14/2023 | \$3,200   | 23-7078-SHD  | 801 SE Richland Cir           | Kevin Schell              | Kevin Schell              |
| Single Family Detached | Shed                | 12/29/2023 | \$1,440   | 23-7236-SHD  | 1305 NW 27th St               | Tuff Shed                 | Tuff Shed                 |
| Single Family Detached | Swimming Pool       | 12/11/2023 | \$0       | 23-6956-POOL | 4433 SW Camden Ridge Ct       | Premier Pools & Spas      | Premier Pools & Spas      |
| Single Family Detached | Spa/Hot Tub         | 12/5/2023  | \$0       | 23-6920-SPA  | 2509 NW 40th St               | Neutzling Marcio          | Neutzling Marcio          |
| Single Family Detached | Deck                | 12/5/2023  | \$3,360   | 23-6906-DECK | 2933 SW Ridgeview Ln          | Caliber Homes             | Caliber Homes             |
| Single Family Detached | Deck                | 12/6/2023  | \$3,216   | 23-6824-DECK | 603 NE Mission Ct             | Vishal Patel              | Ankeny Deck Specialist    |
| Single Family Detached | Deck                | 12/8/2023  | \$1,560   | 23-6967-DECK | 2802 NW 29th St               | MJ Properties LLC         | MJ Properties LLC         |
| Single Family Detached | Deck                | 12/12/2023 | \$1,632   | 23-6866-DECK | 5109 NW 15th St               | Salazar Builders          | Salazar Builders          |
| Single Family Detached | Deck                | 12/12/2023 | \$720     | 23-7039-DECK | 2505 SW 32nd St               | Edward A Jennings         | Edward A Jennings         |
| Single Family Attached | Deck                | 12/18/2023 | \$1,152   | 23-7045-DECK | 1006 NW Irvinedale Dr         | Tony L Nygren             | Tony L Nygren             |
| Single Family Detached | Deck                | 12/19/2023 | \$1,440   | 23-7112-DECK | 7368 NE Berwick Dr TRLR 91    | Elizabeth Queiroz         | Jaime Cortez              |
| Single Family Detached | Deck                | 12/19/2023 | \$864     | 23-7113-DECK | 7368 NE Berwick Dr TRLR 92    | Elizabeth Queiroz         | Jaime Cortez              |
| Single Family Detached | Deck                | 12/22/2023 | \$3,792   | 23-6756-DECK | 212 NE 19th Ct                | Dream Home Solutions      | Dream Home Solutions      |
| Single Family Detached | Deck                | 12/27/2023 | \$1,200   | 23-7210-DECK | 4209 NE 6th St                | Genesis Homes Inc         | Genesis Homes Of Iowa LLC |
| Storage                | Fuel Tanks          | 12/1/2023  | \$0       | 23-6743-FUEL | 1503 S Ankeny Blvd            | AmeriGas Propane          | AmeriGas Propane          |
| Other                  | Building Alteration | 12/1/2023  | \$185,000 | 23-5877-ALT  | 3606 NE Otterview Cir UNIT 11 | Behr Construction Homes   | Behr Construction Homes   |
| Storage                | Building Alteration | 12/5/2023  | \$25,000  | 23-6754-ALT  | 2665 SE Oak Tree Ct Ste 102   | Edge Commercial           | Edge Commercial           |
| Office                 | Building Alteration | 12/5/2023  | \$60,000  | 23-6784-ALT  | 2425 N Ankeny Blvd Unit 106   | Cliff McClure             | Meadowbrook Builders, LLC |
| Restaurant             | Building Addition   | 12/8/2023  | \$3,500   | 23-6985-ALT  | 1505 NE 36th St               | Summit Fire Protection    | Jeffrey O Jontz           |
| Restaurant             | Building Alteration | 12/11/2023 | \$110,000 | 23-6900-ALT  | 1620 N Ankeny Blvd Ste 100    | Paraskis Peter            | Paraskis Peter            |

|                        |                     |            |           |               |                               |                                |                                |
|------------------------|---------------------|------------|-----------|---------------|-------------------------------|--------------------------------|--------------------------------|
| Office                 | Building Alteration | 12/14/2023 | \$159,360 | 23-6551-ALT   | 1465 SW Park Square Dr UT 205 | DRA Properties                 | DRA Properties, LC             |
| Office                 | Fuel Tanks          | 12/26/2023 | \$0       | 23-7171-FUEL  | 350 NW 18th St                | Downing Construction           | Downing Construction Inc       |
| Multi-Family           | Fuel Tanks          | 12/29/2023 | \$0       | 23-7193-FUEL  | 1010 SW Des Moines Ln         | Diamond Oil Co                 | Happe Commercial               |
| Single Family Detached | Fence/Wall          | 12/1/2023  | \$0       | 23-6863-FNCE  | 630 NE Whitetail Dr           | American Fence Company         | American Fence Co              |
| Single Family Detached | Fence/Wall          | 12/5/2023  | \$0       | 23-6912-FNCE  | 1609 NW Abbie Dr              | Bret Staples                   | Bret Staples                   |
| Single Family Detached | Fence/Wall          | 12/5/2023  | \$0       | 23-6881-FNCE  | 2113 NW Pleasant St           | Bret Staples                   | Bret Staples                   |
| Single Family Detached | Fence/Wall          | 12/8/2023  | \$0       | 23-6979-FNCE  | 2509 NW Abilene Rd            | American Fence Company         | American Fence Co              |
| Single Family Detached | Fence/Wall          | 12/8/2023  | \$0       | 23-6978-FNCE  | 4722 NW 10th St               | American Fence Company         | American Fence Co              |
| Single Family Detached | Fence/Wall          | 12/8/2023  | \$0       | 23-6995-FNCE  | 4433 SW Camden Ridge Ct       | American Fence Company         | American Fence Co              |
| Single Family Detached | Fence/Wall          | 12/11/2023 | \$0       | 23-6944-FNCE  | 3120 NW 25th St               | Bret Staples                   | Bret Staples                   |
| Single Family Detached | Fence/Wall          | 12/11/2023 | \$0       | 23-7003-FNCE  | 5818 NE Oak Dr                | Thrive Fencing                 | Thrive Fencing                 |
| Single Family Detached | Fence/Wall          | 12/11/2023 | \$0       | 23-7004-FNCE  | 5814 NE Oak Dr                | Thrive Fencing                 | Thrive Fencing                 |
| Single Family Detached | Fence/Wall          | 12/18/2023 | \$0       | 23-7104-FNCE  | 2610 NW Boulder Point Pl      | Bos Fencing                    | Bos Fencing                    |
| Single Family Detached | Fence/Wall          | 12/19/2023 | \$0       | 23-7127-FNCE  | 2807 NW 27th St               | Freeland Todd                  | Freeland Todd                  |
| Single Family Detached | Fence/Wall          | 12/20/2023 | \$0       | 23-7089-FNCE  | 3406 SE 17th St               | Des Moines Steel Fence Co      | Des Moines Steel Fence Co      |
| Single Family Detached | Fence/Wall          | 12/20/2023 | \$0       | 23-6241-FNCE  | 718 NE Country Meadow Dr      | Clanton Creek Fence            | Clanton Creek Fence            |
| Single Family Detached | Fence/Wall          | 12/27/2023 | \$0       | 23-7192-FNCE  | 4212 NE 8th St                | Bos Fencing                    | Bos Fencing                    |
| Single Family Detached | Fence/Wall          | 12/28/2023 | \$0       | 23-7131-FNCE  | 2615 SW 20th Cir              | A & E Fence                    | A & E Fence                    |
| Mixed Use              | Sign                | 12/1/2023  | \$5,000   | 23-6174-SIGNP | 2575 N Ankeny Blvd Ste 201    | Signature Sign & Graphics      | Signature Sign & Graphics      |
| Retail                 | Sign                | 12/1/2023  | \$800     | 23-6189-SIGNP | 1520 NW Irvinedale Dr STE 104 | SIGN PRO                       | SIGN PRO                       |
| Retail                 | Sign                | 12/1/2023  | \$800     | 23-6190-SIGNP | 1520 NW Irvinedale Dr STE 104 | SIGN PRO                       | SIGN PRO                       |
| Hospital               | Sign                | 12/4/2023  | \$2,000   | 23-6874-SIGNP | 4325 SE Delaware Ave          | SUPERIOR LIGHTING INC.         | SUPERIOR LIGHTING INC.         |
| Hospital               | Sign                | 12/4/2023  | \$1,000   | 23-6889-SIGNP | 4325 SE Delaware Ave          | SUPERIOR LIGHTING INC.         | SUPERIOR LIGHTING INC.         |
| Hospital               | Sign                | 12/4/2023  | \$1,000   | 23-6891-SIGNP | 4325 SE Delaware Ave          | SUPERIOR LIGHTING INC.         | SUPERIOR LIGHTING INC.         |
| Manufacturing          | Sign                | 12/4/2023  | \$16,700  | 23-6899-SIGNP | 8700 SE Convenience Blvd      | Latitude Signage + Design      | Latitude Signage + Design      |
| Manufacturing          | Sign                | 12/4/2023  | \$1,250   | 23-6898-SIGNP | 8700 SE Convenience Blvd      | Latitude Signage + Design      | Latitude Signage + Design      |
| Manufacturing          | Sign                | 12/4/2023  | \$6,400   | 23-6896-SIGNP | 8700 SE Convenience Blvd      | Latitude Signage + Design      | Latitude Signage + Design      |
| Manufacturing          | Sign                | 12/4/2023  | \$32,000  | 23-6806-SIGNP | 8700 SE Convenience Blvd      | Latitude Signage + Design      | Latitude Signage + Design      |
| Hospital               | Sign                | 12/5/2023  | \$1,000   | 23-6892-SIGNP | 4325 SE Delaware Ave          | Superior Lighting Inc          | Superior Lighting Inc          |
| Mixed Use              | Sign                | 12/6/2023  | \$5,000   | 23-6546-SIGNP | 125 N Ankeny Blvd             | Oskam Signs                    | Oskam Signs                    |
| Retail                 | Sign                | 12/8/2023  | \$300     | 23-6179-SIGNP | 1608 NW State St Unit 103     | Signarama Ankeny and YESCO DM  | Signarama Ankeny and YESCO DM  |
| Office                 | Sign                | 12/8/2023  | \$6,145   | 23-6847-SIGNP | 802 SE Oralabor Rd Ste 126    | Signarama Ankeny and YESCO DM  | Signarama Ankeny and YESCO DM  |
| Office                 | Sign                | 12/11/2023 | \$2,500   | 23-6871-SIGNP | 1250 SW State St Ste E        | First Class Signs              | First Class Signs              |
| Office                 | Sign                | 12/11/2023 | \$2,500   | 23-6948-SIGNP | 1250 SW State St Ste E        | First Class Signs              | First Class Signs              |
| Restaurant             | Sign                | 12/18/2023 | \$9,000   | 23-7062-SIGNP | 1350 SW Vintage Pkwy          | Signarama Ankeny and YESCO DM  | Signarama Ankeny and YESCO DM  |
| Restaurant             | Sign                | 12/21/2023 | \$1,500   | 23-7060-SIGNP | 1350 SW Vintage Pkwy          | Signarama Ankeny and YESCO DM  | Signarama Ankeny and YESCO DM  |
| Office                 | Sign                | 12/27/2023 | \$15,000  | 23-6945-SIGNP | 1950 SW Magazine Rd           | Tri City Sign                  | Tri City Sign                  |
| Restaurant             | Temporary Sign      | 12/5/2023  | \$0       | 23-6872-SIGNT | 1806 SE Delaware Ave          | Tim Ruhnke                     | Tim Ruhnke                     |
| Retail                 | Temporary Sign      | 12/15/2023 | \$0       | 23-7058-SIGNT | 902 SE Oralabor Rd            | Ryan Kyle                      | Ryan Kyle                      |
| Restaurant             | Temporary Sign      | 12/18/2023 | \$0       | 23-7061-SIGNT | 1300 NW 36th St STE 101       | Kirk D Jordison                | Kirk D Jordison                |
| Office                 | Drive Approach      | 12/4/2023  | \$0       | 23-6822-RSTRM | 101 NE Trilein Dr             | AMP Construction & Landscaping | AMP Construction & Landscaping |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                        |
|  <a href="#">Utility Billing Report</a> |



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. | Total Tax  | Misc. Charges | Sewer Billings | Sewer Svc. Avail. | # S.A. Chg. | Storm Water Billings | Total Monthly Billings |
|----------------------|------------------|------------------------------|----------------|--------------------|--------------------|-------------|------------|---------------|----------------|-------------------|-------------|----------------------|------------------------|
| July                 | 29,175           | 263,647,619                  | \$ 1,820,835   | \$ 6.91            | \$ 315,560         | 27,111      | \$ 149,121 | \$ 15,088     | \$ 769,528     | \$ 543,466        | 26,584      | \$ 291,668           | \$ 3,756,145           |
| August               | 29,406           | 281,317,965                  | \$ 1,925,366   | \$ 6.84            | \$ 316,457         | 27,189      | \$ 157,068 | \$ 15,130     | \$ 856,194     | \$ 544,768        | 26,657      | \$ 292,117           | \$ 3,950,032           |
| September            | 29,370           | 290,171,913                  | \$ 2,022,248   | \$ 6.97            | \$ 318,081         | 27,299      | \$ 161,500 | \$ 15,187     | \$ 866,462     | \$ 547,367        | 26,762      | \$ 292,835           | \$ 4,062,180           |
| October              | 29,414           | 215,518,443                  | \$ 1,519,119   | \$ 7.05            | \$ 318,670         | 27,346      | \$ 129,861 | \$ 15,218     | \$ 794,786     | \$ 548,962        | 26,820      | \$ 293,228           | \$ 3,489,982           |
| November             | 29,408           | 151,845,412                  | \$ 1,006,171   | \$ 6.63            | \$ 318,020         | 27,412      | \$ 102,185 | \$ 15,275     | \$ 800,843     | \$ 551,172        | 26,930      | \$ 293,833           | \$ 2,985,313           |
| December             | 29,355           | 131,802,257                  | \$ 920,090     | \$ 6.98            | \$ 318,167         | 27,443      | \$ 94,882  | \$ 15,299     | \$ 765,650     | \$ 551,839        | 26,966      | \$ 294,206           | \$ 2,865,252           |
| January              |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| February             |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| March                |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| April                |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| May                  |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| June                 |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| <b>FY Total</b>      | 176,128          | 1,334,303,609                | \$ 9,213,828   | \$ 41.38           | \$ 1,904,956       | 163,800     | \$ 794,616 | \$ 91,196     | \$ 4,853,463   | \$ 3,287,574      | 160,719     | \$ 1,757,886         | \$ 21,108,904          |
| <b>FY 24 Average</b> | 29,355           | 222,383,935                  | 1,535,638      | \$ 6.90            | 317,493            | 27,300      | 132,436    | 15,199        | 808,911        | 547,929           | 26,787      | 292,981              | 3,518,151              |
| <b>FY 23 Average</b> | 28,338           | 188,099,141                  | 1,183,291      | \$ 6.32            | 299,367            | 26,581      | 110,645    | 14,818        | 821,186        | 533,485           | 26,102      | 284,256              | 3,136,403              |
| <b>FY 22 Average</b> | 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           |
| <b>FY 21 Average</b> | 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           |
| <b>FY 20 Average</b> | 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           |
| <b>FY 19 Average</b> | 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           |
| <b>FY 18 Average</b> | 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           |
| <b>FY 17 Average</b> | 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           |
| <b>FY 16 Average</b> | 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           |
| <b>FY 15 Average</b> | 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           |
| <b>FY 14 Average</b> | 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           |
| <b>FY 13 Average</b> | 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           |
| <b>FY 12 Average</b> | 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           |
| <b>FY 11 Average</b> | 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           |
| <b>FY 10 Average</b> | 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           |
| <b>FY 09 Average</b> | 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             |
| <b>FY 08 Average</b> | 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             |
| <b>FY 07 Average</b> | 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             |
| <b>FY 06 Average</b> | 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             |
| <b>FY 05 Average</b> | 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             |
| <b>FY 04 Average</b> | 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             |
| <b>FY 03 Average</b> | 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             |
| <b>FY 02 Average</b> | 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             |
| <b>FY 01 Average</b> | 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             |
| <b>FY 00 Average</b> | 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             |
| <b>FY 99 Average</b> | 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             |
| <b>FY 98 Average</b> | 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             |
| <b>FY 97 Average</b> | 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 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$100,000.00 with Foth Infrastructure and Environment, LLC (Foth), for construction services on the North Four Mile Creek Trunk Sewer - Phase 2 Project.

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EXECUTIVE SUMMARY:

The Municipal Utilities Department proposes to continue using Foth to provide construction services for this project. The scope of the construction services along with the corresponding fees are shown in the attached Amendment No.1 to the Professional Services Agreement. A copy of the original Professional Services agreement is attached for reference. The fee for the construction services for the North Four Mile Creek Trunk Sewer - Phase 2 Project is \$100,000.00. The original Professional Services Agreement for design engineering services was \$29,000.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract to \$129,000.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Foth in the amount of \$100,000.00 for the North Four Mile Creek Trunk Sewer - Phase 2 Project.

---

FISCAL IMPACT: **No**

This project was included in the City of Ankeny's CIP for 2024 construction.

---

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Foth in the amount of \$100,000.00 for the North Four Mile Creek Trunk Sewer - Phase 2 Project.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                 |
|  <a href="#">Amendment #1</a>                    |
|  <a href="#">Professional Services Agreement</a> |

## PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

### North Four Mile Creek Trunk Sewer – Phase 2

This **AMENDMENT**, made and entered into this 16<sup>th</sup> day of January, 2024, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the “City”, and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the “Consultant”, for professional services in connection with the North Four Mile Creek Trunk Sewer – Phase 2 hereby amends the original AGREEMENT dated September 5, 2023 as follows:

1. SCOPE OF SERVICES

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

|                                             |                      |
|---------------------------------------------|----------------------|
| I. <u>2024 Construction Period Services</u> | <u>\$ 100,000.00</u> |
| <b>TOTAL</b>                                | <b>\$ 100,000.00</b> |

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**

**CITY OF ANKENY, IOWA**

BY: Andy S. Floy  
Andy S. Floy, P.E.  
Lead Civil Engineer

BY: \_\_\_\_\_  
Mark E. Holm  
Mayor

**WITNESS**

**ATTEST**

Patrick P. Kueter

\_\_\_\_\_

Name: Patrick P. Kueter, P.E.

Name: Michelle Yuska

Title: Client Director

Title: City Clerk



## Attachment No. 1

### Scope of Services

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#### I. 2024 CONSTRUCTION PERIOD SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following 2024 Construction Period Services:

##### A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

###### Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

###### Task 2 - Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall submit their comments to City staff for review and concurrence prior to submitting back to the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

###### Task 3 – Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two (2) site visits per month minimum, with up to one (1) weekly visit during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing their work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that

conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 – Progress Meetings

The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent stakeholders and property owners. The Consultant will have two (2) representatives at each progress meeting, including the Resident Construction Observer.

Task 5 – Payment Applications and Change Order Preparation

The Consultant shall prepare contractor payment applications and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The City's standard formats will be used for payment applications and change orders.

Task 6 – Plan Changes

During construction, unknown circumstances may arise that may require modification to the original design. The Consultant will take into account field conditions and develop a formal plan change modifying the original design. The Consultant will submit plan changes to the City for approval and issue formal plan change to the Contractor for construction. The Consultant will incorporate plan changes into the final Record Documents for the project.

For estimating purposes, one (1) plan change is assumed as part of this project in 2024.

Task 7 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures completed in 2024. The Consultant shall prepare record drawings showing those changes made during 2024 construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

Task 8 – Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

The above Construction Administration Services is for the 2024 Calendar Year only and includes a maximum of 256 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of the estimated hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

**B. RESIDENT ENGINEERING/OBSERVATION**

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

For budget purposes, it is assumed that construction will take 110 working days and will occur between March and November in 2024. It is estimated that one part-time (20 hours/week) staff member of the Consultant will be available for a duration of twenty-two (22) weeks.

The above Resident Engineering/Observation estimate includes a maximum of 516 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation in excess of the estimated hours of effort for 2024 Construction, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

**C. Construction Survey**

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

**Task 1 - Project Control**

- a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project.
- b. Reset land corners and permanent reference markers as indicated on the plans.
- c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.

**Task 2 - Property Lines and Temporary Easement**

Stake temporary easements, permanent right-of-way corners at 50-foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

**Task 3 - Grading** – Task not used.

**Task 4 - Sanitary Sewer**

Mark locations and elevations of centerline pipes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe. It is estimated that the project contains the following approximate quantities:

**Task 5 - Water Mains** – Task not used.

**Task 6 - Intakes and Utility Accesses** – Task not used.

**Task 7 - Pavement (PCC)** – Task not used.

**Task 8 – Temporary Traffic Signals** – Task not used.

The above Construction Survey tasks shall be a one time only staking with a 48-hour notice from the contractor.

## **Attachment No. 2**

### **Schedule**

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The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. 2024 Construction Period Services

March 2024 to December 2024

## Attachment No. 3 Standard Rate Table

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### FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 STANDARD HOURLY RATE SCHEDULE

| <u>CLASSIFICATION</u>    | <u>HOURLY RATE</u> |
|--------------------------|--------------------|
| Principal                | \$240 - \$250      |
| Project Manager          | \$180 - \$240      |
| Project Engineer         | \$154 - \$240      |
| Staff Engineer           | \$127 - \$157      |
| Planner                  | \$127 - \$207      |
| Project Scientist        | \$127 - \$167      |
| Technician               | \$85 - 175         |
| Construction Manager     | \$132 - \$182      |
| Land Surveyor            | \$145 - \$205      |
| Project Administrator    | \$82 - \$102       |
| Administrative Assistant | \$62               |

#### REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

#### ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.



# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

## North Four Mile Creek Trunk Sewer – Phase 2

This Agreement is made and entered into this 5th day of September, 2023, by and between City of Ankeny, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

### 1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

### 2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

### 3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

|                                     |                            |
|-------------------------------------|----------------------------|
| I. Basic Services of the Consultant | \$ 29,000.00               |
| II. Construction Services           | <u>Added via Amendment</u> |
| Total                               | \$ 29,000.00               |

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

#### 4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

#### 5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

##### FOR THE CITY:

Name: City of Ankeny  
Attn: Don Clark, P.E.  
Title: Director of Municipal Utilities  
Address: 1210 NW Prairie Ridge Drive  
City, State: Ankeny, IA 50023

##### FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC  
Attn: Andy Floy, P.E.  
Title: Lead Civil Engineer  
Address: 8191 Birchwood Court, Suite L  
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgments or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

## 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

## 19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

## 20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

## 21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF ANKENY

BY: Andy Floy  
Name: Andy Floy, P.E.  
Title: Lead Civil Engineer

BY: \_\_\_\_\_  
Mark E. Holm, Mayor

WITNESS

ATTEST

By: Patrick P. Kueter  
Name: Patrick P. Kueter, P.E.  
Title: Client Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## ATTACHMENT 1 - SCOPE OF SERVICES

### **I. BASIC SERVICES OF THE CONSULTANT**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The North Four Mile Creek Trunk Sewer – Phase 2 project is generally described as follows:

The project involves the design of a 30-inch sanitary sewer to provide capacity in the wastewater collection system north of NE 62<sup>nd</sup> Street adjacent to N Ankeny Boulevard/US-69.

This scope of services is based on the following project assumptions:

- Design shall consist of the gravity sewer extension from the newly constructed manhole located on the south side of NE 62<sup>nd</sup> Street and run along the east side of N Ankeny Boulevard/US-69.
- Anticipated length of extension is approximately 1,900 feet of trenchless sewer and shall mostly include the portion that was previously designed and removed from the bid package for the previous phase.
- Foth shall provide construction services as an amendment if needed

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **PHASE 11 – PROJECT COORDINATION**

#### **Task 1 - Project Management**

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be three (3) months.

#### **Task 2 – Project Review Meetings.**

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Ankeny Municipal Utilities and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed one (1) meeting will be attended by two (2) staff members of the Consultant.

#### **Task 3 - Periodic Meetings with Local Elected Officials – Task Not Included**

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with the Council Work Sessions. For estimating purposes, it is assumed that the Consultant will attend zero (0) meetings.

#### **Task 4 - Project Permitting Coordination**

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources
- Iowa Department of Transportation

- Polk County

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that zero (0) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

#### **Task 5 - Individual Property Owner Meetings – Task Not Included**

The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition Segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultants project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that the following meetings with 0 individual property owners involved in the right-of-way acquisitions will be required.

- Zero (0) meetings with zero (0) property owners.

#### **Task 6 – Design Development Exhibit Preparation – Task Not Included**

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

#### **Task 7 – Individual Parcel Exhibits – Task Not Included**

The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Zero (0) Exhibits

#### **PHASE 120 – DESIGN SURVEYS – Task Not Included**

Survey for the project was already completed in a previous contract. As-built information of the sewer that is currently under construction will be gathered under the previous contract as well.

#### **PHASE 148- FINAL DESIGN (SANITARY SEWER) AND SPECIFICATIONS**

Based upon previously approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

##### **Task 1 - Final Construction Plans**

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the Index of Sheets, Legend, Location Map and Project Number.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the project.

Final Plan and Profiles (D Sheets) - This item consists of the final design and drafting of sanitary sewer plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Reference Ties, Bench Marks and Alignment Information (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. Provide the centerline alignment tangent and curve data.

Traffic Control, Staging and Signing (J Sheets) – This item consists of final design and drafting of the traffic control, staging, and haul road information.

Final Erosion Control (R Sheets) – This item consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration locations.

**Task 2 - Project Permitting**

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Wastewater Construction Permit
- Use of Highway Right-of-Way for Utilities Accommodation
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant. The Consultant shall provide technical criteria, written descriptions and design data for use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

**Task 3 - Project Manual**

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

**Task 4 - Opinion of Probable Construction Cost**

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

**Task 5 - Quality Control**

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

## **PHASE 160 - PROJECT BIDDING**

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting per sewer phase has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

### **Task 1 - Printing of Plans and Specifications**

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant, with five (5) of those being delivered to the City. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

### **Task 2 - Notice of Project**

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing.

### **Task 3 - Plan Clarification and Addenda**

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposes, one (1) addendum will be issued.

### **Task 4 - Letting, Bid Tabs, and Award Recommendation**

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

### **Project Deliverables**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Five (5) sets of the original Final Construction drawings (half-size 11"x17") and two (2) final Project Manuals.

**ADDITIONAL SERVICES:**

Additional Services are **not** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) State Revolving Fund (SRF) Applications
- 2.) Right of Way Services
- 3.) Review Appraisals
- 4.) Eminent Domain proceedings
- 5.) Mitigation Plan
- 6.) USACE Meetings or additional data collection
- 7.) Alternative Analysis for Individual Permit
- 8.) NEPA Evaluation
- 9.) T&E Botanical or Insect Surveys
- 10.) As-Constructed Documentation for the Section 404 Permit
- 11.) Major HEC-RAS Water Surface Modeling
- 12.) Contaminated Soils Investigations
- 13.) Streetscape Design
- 14.) Traffic Signal Design
- 15.) Structural/Retaining Wall Design
- 16.) Bridge Design
- 17.) Special Geotechnical Considerations
- 18.) Subsurface Utility Investigations
- 19.) Storm Water Pollution Prevention Monitoring
- 20.) Construction Period Services
- 21.) Construction Period Testing Services

**CITY'S RESPONSIBILITIES:**

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

## ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

|                                    |                           |
|------------------------------------|---------------------------|
| Anticipated Contract Approval      | September 5, 2023         |
| A. Project Coordination            | September – November 2023 |
| B. Final Design and Specifications | September - October 2023  |
| C. Letting                         | October 2023              |



**ATTACHMENT 3 - SCHEDULE OF FEES**

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC  
2023 STANDARD HOURLY RATE SCHEDULE**

| <b><u>CLASSIFICATION</u></b> | <b><u>HOURLY RATE</u></b> |
|------------------------------|---------------------------|
| Principal                    | \$240.00-\$250.00         |
| Project Manager              | \$180.00-\$240.00         |
| Project Engineer             | \$154.00-\$240.00         |
| Staff Engineer               | \$127.00-\$157.00         |
| Planner                      | \$127.00-\$207.00         |
| Project Scientist            | \$127.00-\$167.00         |
| Technician                   | \$85.00-175.00            |
| Construction Manager         | \$132.00-\$182.00         |
| Land Surveyor                | \$145.00-\$205.00         |
| Project Administrator        | \$82.00-\$102.00          |
| Administrative Assistant     | \$62.00                   |

**REIMBURSABLE EXPENSES**

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

**ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$11,790.00 with McClure Engineering Company for additional design and construction engineering services due to utility conflicts on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

---

EXECUTIVE SUMMARY:

Amendment No. 2 includes additional design and inspection time due to utility conflicts.

The fee for the additional services is \$11,790.00. The fee for the original Professional Services Agreement and Amendment No. 1 for design services and construction observation and administration was \$780,300.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$792,090.00.

It is recommended the City Council approve Amendment No. 2 to the Professional Services Agreement with McClure Engineering Company in the amount of \$11,790 for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

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**FISCAL IMPACT: No**

The NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project was included in the City of Ankeny's CIP.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$11,790.00 with McClure Engineering Company for design and inspection time due to utility conflicts for the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project, and authorize the Mayor to execute said agreement.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

February 7, 2022: City Council approved the Professional Services Agreement with McClure Engineering Company for design engineering and bidding phase services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

February 6, 2023: City Council approved Amendment No. 1 to the Professional Services Agreement with McClure Engineering Company for additional design and construction engineering services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                   |
|  <a href="#">Professional Services Agreement</a> |
|  <a href="#">Amendment #1</a>                    |
|  <a href="#">Amendment #2</a>                    |

Project No.: 211008-010  
Project Name: Ankeny NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard  
Project Manager: Scott Port, PE

## Agreement for Engineering Services

This Agreement, is made on the 7th day of February, 2022, by and between *McClure Engineering Company, of Clive, Iowa*, (herein referred to as "ENGINEER") and the *City of Ankeny* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

### NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the ENGINEER.
2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON 'EXHIBIT A' OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the ENGINEER's compensation is outlined in Exhibit 'C'. The contract type is Time and Expense (NTE).

|                                                                             | Included                            | Not Included                        |
|-----------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| Exhibit 'A' Terms and Conditions                                            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'B' Hourly Rate Schedule                                            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'C' Detailed Scope of Work                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'D' Design Criteria                                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Exhibit 'E' Owner's Responsibilities                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'F' Duties and Responsibilities of Resident Project Representative  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Exhibit 'G' Project Concept                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'H' Construction Cost Estimate                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Exhibit 'I' City of Ankeny Insurance Requirements for Professional Services | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

OWNER: City of Ankeny

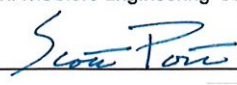
By: 

Mark E. Holm

(Print Name)

Title: Mayor

ENGINEER: McClure Engineering Company

By: 

Scott Port, P.E.

(Print Name)

Title: Team Leader



**EXHIBIT 'A'**  
**McCLURE ENGINEERING COMPANY**  
**TERMS AND CONDITIONS**

**ACCESS TO SITE:** The Engineer shall at all times have access to the site to complete his Work.

**INFORMATION PROVIDED BY OTHERS:** The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

**ADDITIONAL SERVICES:** As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

**OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and Engineer shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

If Engineer at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount agreed upon by Owner and Engineer.

**OPINIONS OF PROBABLE COSTS:** Engineer's opinions (if any) of probable construction costs are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

**BETTERMENT:** If a required item or component of the Owner's project should be omitted from Engineer's construction documents, Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Owner's project.

**SHOP DRAWING REVIEW:** If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**CONSTRUCTION OBSERVATION:** If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

Engineer shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the Engineer or its consultants.

Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If Engineer is not retained for construction observation and/or on-site resident observation services, Engineer shall have no

design, shop drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to construction phase administrative, engineering, or professional services.

**UNDERGROUND UTILITIES:** Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

**SUBSURFACE CONDITIONS:** The Engineer may advise the Owner to conduct soil and/or subsurface testing and analysis to provide information to the Owner, Engineer, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The Engineer cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the Engineer shall be held harmless from issues arising out of these unseen subsurface conditions.

**HAZARDOUS MATERIALS – INDEMNIFICATION:** The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

**DISPUTE RESOLUTION:** Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

~~**LIMITATION OF LIABILITY:** The Engineer's liability shall be limited to \$50,000.00 or the fee— for the work performed, whichever is greater, or as specifically agreed to by separate agreement~~

**PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**WAIVERS:** The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

**ASSIGNMENT:** The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

**GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.



EXHIBIT 'B'  
McCLURE ENGINEERING COMPANY  
HOURLY RATE SCHEDULE  
(Effective through December 31, 2022\*)

| <u>PERSONNEL</u>             | <u>HOURLY RATE</u> |
|------------------------------|--------------------|
| Principal .....              | \$270 - \$295      |
| Project Manager .....        | \$185 - \$230      |
| Senior Professional .....    | \$185 - \$285      |
| Professional .....           | \$155 - \$185      |
| Junior Professional .....    | \$125 - \$155      |
| Senior Technician .....      | \$135 - \$175      |
| Technician .....             | \$115 - \$135      |
| Landscape Architect .....    | \$120 - \$155      |
| On-Site Representative ..... | \$115 - \$155      |
| Client/Project Liaison ..... | \$135 - \$185      |
| Administrative .....         | \$65 - \$85        |
| 3 Member Survey Crew .....   | \$270              |
| 2 Member Survey Crew .....   | \$200              |
| 1 Member Survey Crew .....   | \$135              |

EQUIPMENT

|                           |          |
|---------------------------|----------|
| 3D Scanner per Scan ..... | \$30.00  |
| UAV per Flight .....      | \$125.00 |
| Sonar Boat .....          | \$125.00 |

MISCELLANEOUS EXPENSES

|                                                        |                  |
|--------------------------------------------------------|------------------|
| Survey Vehicle Mileage ....                            | \$0.70/Mile      |
| Automobile Mileage (at current IRS rate) .....         | Current IRS Rate |
| Printing .....                                         | Per Contract     |
| Survey Supplies (Hubs, Lath, Paint, Nails, etc.) ..... | Per Contract     |
| Out-of-Pocket Expenses (Meals, Hotels, etc.) .....     | Per Contract     |

\*Rates are subject to change based on billing rates for future years





**Exhibit C**  
**Detailed Scope of Work**  
**Ankeny NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard**

**I) PROJECT DESCRIPTION**

- A) The PROJECT includes the reconstruction of NW 18<sup>th</sup> Street to a three-lane section with right turn lanes at designated locations from approximately 250-feet west of NW Ash Drive to approximately 100-feet west of N Ankeny Boulevard/US Highway 69 on new modified subbase with longitudinal subdrain. The PROJECT will be designed to allow for the potential widening of NW 18<sup>th</sup> Street to a five-lane section with a future project. NW 18<sup>th</sup> Street's proposed width, typical sections, geometric alignments, and general staging are shown in Exhibit 'G'. Subbase and PCC pavement thickness will be determined via geotechnical analysis.
- B) The PROJECT includes reconstructing a small portion of NW Ash Drive to tie into existing alignment and profile as well as installing right turn lanes. NW Ash Drive's proposed improvements and approximate limits are shown in Exhibit 'G'. NW Ash Drive's PCC pavement and subbase thickness will match existing pavement and subbase along NW Ash Drive. OWNER to provide as-built drawings of NW Ash Drive.
- C) The PROJECT includes reconstructing a small portion of NW School Street/NW Wagner Boulevard to tie into existing alignment and profile. NW School Street/NW Wagner Boulevard PCC pavement and subbase thickness will match existing pavement and subbase along NW School Street/NW Wagner Boulevard. OWNER to provide as-built drawings of NW Ash Drive and NW School Street/NW Wagner Boulevard.
- D) The PROJECT includes reconstruction one (1) private resident's access, one (1) private drive immediately west of NW Briargate Drive, two (2) commercial drives immediately west of N Ankeny Boulevard, and one (1) commercial driveway reconstruction/relocation (Veterinary Clinic). Each access and driveway will be designed to minimize impacts while tying into existing alignments and profiles. Refer to Exhibit 'G' for additional information.
- E) The PROJECT includes replacing the traffic signal and pedestrian push buttons at NW 18<sup>th</sup> Street and NW Ash Drive. It is expected that an All-Way Stop Control will need to be installed in order to maintain traffic operations at the intersection throughout the construction season until the permanent signal becomes operational. Temporary signals are not expected to be needed.
- F) The PROJECT includes a new traffic signal and pedestrian push buttons at NW 18<sup>th</sup> Street and NW Briargate Drive.
- G) The PROJECT includes new 96SM fiber optic cable and conduit along NW 18<sup>th</sup> Street between NW Ash Drive and N Ankeny Boulevard. The conduit will be installed to accommodate a future 5-lane section.
- H) The PROJECT includes ADA compliant sidewalk and pedestrian ramps at the intersections and potentially reconstructing the existing sidewalk along NW 18<sup>th</sup> Street at spot locations due to broken sidewalk and at locations where NW 18<sup>th</sup> Street roadway widening conflicts with the existing sidewalk. Refer to Exhibit 'G' for estimated construction limits.
- I) The PROJECT includes utilizing as much existing longitudinal storm sewer along NW 18<sup>th</sup> Street as possible, however improvements include cross run extensions, new intakes and manholes, and intake and manhole adjustments to final grade. Some locations will require new longitudinal storm sewer as shown in Exhibit 'G'. The OWNER will perform storm sewer televising to review the condition of the existing storm sewer.
- J) Water main relocation is not anticipated on this PROJECT. Adjustment of valves and new locations for hydrants are expected.
- K) Sanitary sewer relocation or replacement is not anticipated on this PROJECT. Adjustments for manhole rims is expected. The OWNER will perform sewer televising to review the condition of the existing sanitary sewer.
- L) Retaining walls are not anticipated on this PROJECT.

- M) Street lighting design will be completed on the PROJECT.
- N) Right-of-way, permanent easements, and/or temporary easements shall be developed along the corridor in order to facilitate construction of the improvements.
- O) The PROJECT will be let by means of a local letting, and the 2022 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications will be applicable to the design.
- P) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).

## II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
  - 1) Not Included.
- B) Phase 200 – Existing Conditions
  - 1) Not Included.
- C) Phase 300 – Funding
  - 1) Not Included.
- D) Phase 400 – Preliminary Design
  - 1) Task 401 – Preliminary Design and Plans
    - (a) The ENGINEER will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way and easement requirements. Incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the PROJECT.
    - (b) Preliminary Roadway Geometrics
      - (i) The ENGINEER will refine roadway geometrics for the PROJECT based on the concept design approved by the OWNER and approved design criteria.
    - (c) Preliminary Horizontal Alignment and Vertical Profiles
      - (i) Utilizing the preliminary geometric layout, the ENGINEER will refine the horizontal alignment and develop vertical profiles for NW 18<sup>th</sup> Street, NW Ash Drive, NW School Street, NW Wagner Boulevard, Private Drive, NW Briargate Drive, three (3) commercial driveways and one (1) residential driveway.
      - (ii) The vertical profile will be designed to accommodate a proposed three-lane section as well as a future five-lane section (full-build).
    - (d) Roadway Modeling and Cross Sections:
      - (i) The ENGINEER will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
      - (ii) Proposed three-lane and future 5-lane (full-build) cross sections will be created for NW 18<sup>th</sup> Street. Cross sections will also be created for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive. All cross sections will be at 25-foot intervals and entrance centerlines.
    - (e) Preliminary Water Main and Sanitary Sewer Modifications Design
      - (i) The ENGINEER will develop preliminary design modification for existing water main and sanitary sewer systems within the project corridor. This includes only minor sanitary sewer manhole rim adjustments, water valve rim adjustments, and one (1) hydrant relocation. Water



- main and sanitary sewer horizontal and vertical alignment relocations/design is not anticipated for this PROJECT.
- (ii) The ENGINEER will review the videos of the sanitary sewer and storm sewer provided by the OWNER. ENGINEER will recommend removals if necessary after review.
  - (f) Preliminary Storm Sewer Design
    - (i) The ENGINEER will perform storm sewer and drainage design in accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications.
    - (ii) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).
    - (iii) The ENGINEER will design the storm sewer intake spacing to handle a three-lane section as it is the more stringent requirement for spread/allowable driving lanes compared to the five-lane (full-build). Existing intake locations will be utilized with additional intakes added, if necessary. Upon completion of intake spacing design, the ENGINEER will develop a full-build storm sewer design to set full-build and PROJECT storm sewer flow lines. Where applicable, existing longitudinal storm sewer will be utilized, and full-build designed storm sewer will be used for cross runs.
  - (g) Preliminary Construction Staging and Traffic Control
    - (i) The ENGINEER will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential property east of NW Ash Drive and businesses along the corridor.
    - (ii) The ENGINEER will develop detour routes and signing for each stage of construction.
  - (h) Preliminary Acquisition Requirements Identified
    - (i) The ENGINEER will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development.
  - (i) Preliminary Plans: The ENGINEER will design and prepare 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The 60% plans will include the following:
    - (i) A-Sheets (Title Sheet)
    - (ii) B-Sheets (Typical roadway sections and special details)
    - (iii) C-Sheets (General notes)
    - (iv) D-Sheets (NW 18<sup>th</sup> Street plan and profile)
    - (v) E-Sheets (NW Ash Drive, NW School Street/NW Wagner Boulevard, NW Briargate Drive, Private Drive, and two (2) business driveways plan and profile)
    - (vi) G-Sheets (Survey control and alignments)
    - (vii) H-Sheets (Right-of-way layout)
    - (viii) J-Sheets (Staging layout and traffic control)
    - (ix) K-Sheets (Pavement markings and permanent signing)
    - (x) M-Sheets (Storm sewer plan and profile)
    - (xi) N-Sheets (Traffic signal and fiber optic plan view layout)
    - (xii) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design)
    - (xiii) W-Sheets (Preliminary cross sections for NW 18<sup>th</sup> Street at 25-ft intervals)
    - (xiv) X-Sheets (Preliminary cross sections for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive)
  - (j) Order of Magnitude Opinion of Probable Construction Costs
    - (i) The ENGINEER will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
  - (k) Furnish 60% Documents

- (i) The ENGINEER will submit and distribute a preliminary plan set to the OWNER for review and comment.
  - (l) Quality Control
    - (i) The ENGINEER will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
    - (ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
- 2) Task 413 – Geotechnical Design
  - (a) The ENGINEER will prepare soil boring layout and coordinate with the geotechnical drilling and testing subconsultant.
  - (b) The ENGINEER will review field data and assign various laboratory tests, which are anticipated to consist of:
    - (i) Water Content
    - (ii) Atterberg Limits
    - (iii) Dry Unit Weight
    - (iv) Grain size distribution (sieve analyses)
    - (v) Standard Proctor Test
    - (vi) California Bearing Ratio (CBR)
    - (vii) Direct Shear Test
  - (c) The ENGINEER will provide geotechnical analyses and recommendations provided for soil treatments, if needed, and pavement design thickness for PCC pavement for NW 18<sup>th</sup> Street along the project corridor. The ENGINEER will provide recommendation for pavement drainage.
  - (d) Scope of services does not include recommendations of corrosivity potential for soils with concrete or steel elements, does not include analyses and recommendation for slope stability and settlement, and does not include borrow design.
- E) Phase 500 – Final Design
  - 1) Task 501 – Final Design and Plans
    - Pre-Final (Check) Design and Plan Preparation
      - (a) Based upon approved preliminary design, field review, and project information meeting, the ENGINEER shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
    - (b) Lighting Design
      - (i) The Consultant will perform a lighting design of the corridor utilizing the utility poles.
      - (ii) This task includes up to one (1) meeting with the City and one (1) additional meeting with MidAmerican Energy.
      - (iii) The ENGINEER shall prepare a preliminary design and fixture layout along NW Ash Drive within the project corridor. The ENGINEER will adjust preliminary layout, as needed, based on average illumination and uniformity values determined.
      - (iv) The ENGINEER shall prepare a preliminary street lighting exhibit showing proposed pole and fixture locations and types and general notes. Submittal of preliminary exhibit will be to OWNER for review.
      - (v) The ENGINEER shall finalize street lighting exhibit based on OWNER comments received, and submit to the OWNER and MidAmerican Energy.
      - (vi) The design will include MidAmerican fixtures and lights and will utilize SUDAS lighting design standards.



- (c) Check Plans: The ENGINEER will design and prepare Check (95%) Plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The Check (95%) plans will include the following:
  - (i) A-Sheets (Title Sheet)
  - (ii) B-Sheets (Typical roadway sections and special details)
  - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
  - (iv) D-Sheets (NW 18<sup>th</sup> Street plan and profile)
  - (v) E-Sheets (NW Ash Drive, NW School Street/NW Wagner Boulevard, NW Briargate Drive, Private Drive, and two (2) business driveways plan and profile)
  - (vi) F-Sheets (Removals)
  - (vii) G-Sheets (Survey control and alignments)
  - (viii) H-Sheets (Right-of-way layout)
  - (ix) J-Sheets (Staging layout and traffic control)
  - (x) K-Sheets (Pavement marking and permanent traffic sign layout)
  - (xi) L-Sheets (Intersection jointing and geometric details)
  - (xii) M-Sheets (Storm sewer plan and profile)
  - (xiii) N-Sheets (Traffic signal and fiber optic layout as detailed in Task 512 of this agreement)
  - (xiv) P-Sheets (Lighting sheets showing proposed utility pole locations)
  - (xv) R-Sheets (Erosion control and storm water pollution prevention plan)
  - (xvi) S-Sheets (Sidewalk layout and tabulation)
  - (xvii) T-Sheets (Earthwork Tabulation, if necessary)
  - (xviii) U-Sheets (Special details)
  - (xix) W-Sheets (Final cross sections for NW 18<sup>th</sup> Street at 25-ft intervals)
  - (xx) X-Sheets (Final cross sections for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive)
- (d) Project Manual:
  - (i) ENGINEER shall prepare project manual documents that will include City of Ankeny front end documents modified to support the project. The SUDAS Standard Specifications and Ankeny Supplemental Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
- (e) Order of Magnitude Opinion of Probable Construction Costs
  - (i) The ENGINEER will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 5% construction contingency for the project.
- (f) Furnish 95% Documents
  - (i) The ENGINEER will submit and distribute a Check Plan set to the OWNER for review and comment.
- (g) Quality Control
  - (i) The ENGINEER will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
  - (ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
- (h) Project Permitting
  - (i) NPDES Storm Water Permit
    - (a) The ENGINEER will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.

- (b) The ENGINEER is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.
    - (ii) Iowa DNR Water Supply Section – Construction Permit Application is not expected to be included on the PROJECT.
    - (iii) Iowa DNR Wastewater Construction Permit Application is not expected to be included on the PROJECT.
  - (i) Final Plans:
    - (i) Furnish Final Plans and Project Manual
      - (a) The ENGINEER shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.
    - (ii) Order of Magnitude Opinion of Probable Construction Costs
      - (a) The ENGINEER will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The ENGINEER has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
- 2) Task 512 – Traffic Signal Design
- (a) A permanent traffic signal will be added to the intersection of NW 18th Street and NW Briargate Drive. A permanent traffic signal will replace the existing traffic signal at the intersection of NW 18th Street and NW Ash Drive. The traffic signal improvements at both intersections will include pedestrian push buttons and pedestrian signal heads with stand-alone pedestal poles being anticipated. No traffic signal changes other than fiber optic interconnect additions are anticipated at the NW 18<sup>th</sup> Street and N Ankeny Boulevard (US 69) intersection. Fiber optic cable replacement will be provided from N Ankeny Boulevard to the newly replaced signals at NW Ash Drive.
  - (b) Utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for a new traffic signal installation at the intersection of NW 18th Street and NW Briargate Drive, and replacement of the traffic signal at the intersection NW 18th Street and NW Ash Drive. Traffic signal improvements are anticipated to include pushbutton installations on separate pedestal poles.
  - (c) The use of video detection is anticipated.
  - (d) The installation of emergency vehicle preemption (EVP) equipment will be included.
  - (e) The installation of CCTV cameras is included in this scope of services.
  - (f) Combination traffic signal/light poles are anticipated to be used, including both traffic signal mast arms and luminaire arms.
  - (g) The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes street name signs, lane use arrow signs and other associated mast arm signing.
  - (h) Signal timing and coordination plans will be developed, provided, and implemented by the OWNER.
  - (i) Prepare preliminary traffic signal layouts to be included in the preliminary plan submittal to the OWNER.
  - (j) Prepare traffic signal check plans to be included in the check plan submittal to the OWNER. Check plans are anticipated to include the following:
    - (i) Signal Notes and Estimated Quantities Sheet



- (ii) Signal Layout Sheets
- (iii) Signal Wiring Sheets
- (iv) Phasing Sheets
- (v) Signal Details Sheets
- (k) Prepare cost opinion for proposed traffic signal improvements.
- (l) Complete final plans, based on OWNER comments received.

Fiber Optic Upgrade Design and Plans

- (m) Prepare preliminary layout of proposed fiber optic communications connection along NW 18<sup>th</sup> Street between NW Ash Drive and N Ankeny Boulevard. The conduit location will be based on a future five-lane section. Include preliminary layout in the preliminary plan submittal to the OWNER.
- (n) Prepare check plans for fiber optic connection to include fiber optic cable, tracer wire, and pull rope within a new 2-inch conduit to be included in the check plan submittal to the OWNER. Check plans are anticipated to include the following:
  - (i) Fiber optic circuit/ conduit alignment and handholes placement.
  - (ii) Fiber optic circuit design, including cable configuration, splicing and terminations will be coordinated with the OWNER.
  - (iii) Typical fiber optic circuit/conduit installation details.
  - (iv) Staging design and notes to minimize down time to the fiber optic system currently in place.
- (o) Prepare cost opinion for proposed fiber optics improvements.
- (p) Complete final plans, based on OWNER comments received.

F) Phase 590 – Land Acquisition

1) Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits

- (a) The ENGINEER shall prepare an exhibit for property acquisition and will consist of a full-size strip plot with the major property acquisition elements on the aerial photograph. Includes shading, lettering, and other techniques to delineate property ownership name and address, existing property lines, proposed fee title right-of-way needs, and permanent/temporary easement needs.

G) Phase 600 – Construction Administration

1) Task 602 – Advertising, Bidding, Contract Award

- (a) The ENGINEER shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The ENGINEER will prepare the advertisement.
- (b) ENGINEER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
- (c) The ENGINEER will maintain the planholder's List.
- (d) The ENGINEER shall provide Drawings, Specifications, and Bid Documents.
  - (i) The ENGINEER will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
- (e) The ENGINEER shall prepare and issue addenda as needed.
  - (i) The ENGINEER shall prepare all required addenda to revise plans, specifications, and other contract documents to (1) provide clarifications, (2) correct discrepancies, and/or (3) add necessary details or contract alterations.
- (f) Bidder Questions
  - (i) The ENGINEER shall respond to bidder questions and publish written answers to all planholders at the discretion of the OWNER.
- (g) The ENGINEER shall attend one (1) bid opening at OWNER's location.

- (h) Prepare bid tabulation
    - (i) The ENGINEER shall develop tabulation of all bids received within the same day as the letting.
  - (i) Review Bidders Qualifications
    - (i) The ENGINEER shall check for correctness and qualifications of apparent low bidders.
  - (j) The ENGINEER shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
  - (k) The ENGINEER will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.
- H) Phase 650 – Onsite Project Representative
- 1) Not Included. To be completed via Amendment or Separate Agreement.
- I) Phase 700 – Survey Services
- 1) Task 701 – Survey Services (General)
    - (a) Expanded Topographic Survey Limits
      - (i) Upon completion of the Traffic Study, it was noted that additional survey was necessary as the following items extended survey needs beyond the original scope:
        - (a) Additional turn lanes needed at the intersection of NW Ash Drive and NW 18<sup>th</sup> Street
        - (b) Additional turn lanes were needed at the intersection of NW Briargate Drive and NW 18<sup>th</sup> Street
        - (c) Eastbound right turn lane at the intersection of NW Ash Drive was longer than anticipated.
        - (d) Rerouting of the trail within the park at the southwest corner of NW Ash Drive and NW 18<sup>th</sup> Street in order to avoid park sign relocation.
    - (ii) The ENGINEER made numerous coordination efforts to contact utilities as well as made two (2) additional field visits to survey marked utilities due to poor and unmarked utilities by USIC (Iowa One Call) and utilities.
    - (iii) The ENGINEER will mark, in the field, utility line heights in order to determine height of new signal poles at NW Ash Drive/NW 18<sup>th</sup> Street and NW Briargate Drive/NW 18<sup>th</sup> Street intersections.
    - (iv) Additional survey for design of the potential relocation of the Veterinary Clinic driveway (301 NW 18<sup>th</sup> Street) is not included in this agreement. Should the driveway be relocated and additional survey is necessary, this work will be completed via an amendment or separate agreement.
    - (v) Included as part of this task is the updating of the project base maps and topographic surfaces.
  - (b) Right of Way/Easement Staking
    - (i) The ENGINEER will make up to two (2) additional site visits to mark property corners, easement limits, and construction limits to aid in the discussion and one-on-one meetings with affected property owners.
  - (c) Soil Boring Location Survey
    - (i) The ENGINEER will perform one (1) mobilization to mark and spray paint soil boring locations.
  - (d) Subsurface Utility Exploration Survey
    - (i) The ENGINEER will perform up to five (5) mobilizations for survey work for utility explorations. This includes one (1) mobilization to mark locations for test holes and four (4) mobilizations to survey found utilities. Additionally, this work includes CADD drafting for



- potholed elevations of the utilities and coordination with OWNER and Contractor to perform the work.
- (ii) Included as part of this task is the updating of the project base maps and topographic surfaces.
  - (e) Utility Relocation Staking
    - (i) The ENGINEER will perform staking to aid in the relocation of franchise utilities. This task will include communication with utility companies regarding their needs and staking. This task includes one (1) staking effort per each utility company. A total of eight (8) hours has been estimated for this task.
- 2) Task 712 – Acquisition Plats and Legal Description
- (a) Acquisition and Permanent Easement Plats
    - (i) The ENGINEER will provide acquisition and/or permanent easement plats in accordance with Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated number of plats for this PROJECT are shown below:
      - (a) Acquisition (Fee Title) Plats: Five (5)
      - (b) Permanent Easement Plats: One (1)
    - (ii) Temporary Easement Exhibits
      - (a) The ENGINEER will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT. The estimated number of temporary easement exhibits is ten (10).
      - (b) The following table summarizes the anticipated PROJECT plats and exhibits for which this scope of services task has been developed:

| Owner Name<br>Parcel Address/Location                                                          | Fee<br>Title | Temp.<br>Ease. | Perm.<br>Ease. |
|------------------------------------------------------------------------------------------------|--------------|----------------|----------------|
| Stonecrest Meadows Townhouse Association, Inc.<br>Outlot X Stonecrest Meadows Townhomes Plat 1 | 1            | 1              |                |
| Hale Development Company, LLC<br>Lot 1 Georgetown Plat 9                                       | 1            | 1              |                |
| Denny Elwell Family LC<br>1802 N Ankeny Blvd                                                   |              | 1              |                |
| Maples Condos LC<br>1800 N Ankeny Blvd                                                         |              | 1              |                |
| City of Ankeny<br>410 W 1 <sup>st</sup> Street                                                 |              | 1              | 1              |
| James McNamara<br>1622 NW Maple Pl                                                             | 1            | 1              |                |
| D&M Associates, LLC<br>401 NW 18 <sup>th</sup> Street                                          |              | 1              |                |
| Riordan Partners, LLC<br>301 NW 18 <sup>th</sup> Street                                        | 1            | 1              |                |
| DLE Seven LLC<br>205 NW 18 <sup>th</sup> Street                                                | 1            | 1              |                |

|                                     |   |    |   |
|-------------------------------------|---|----|---|
| DLE Seven LLC<br>1730 N Ankeny Blvd |   | 1  |   |
| Total                               | 5 | 10 | 1 |

(b) If the OWNER determines additional acquisition plats or legal descriptions are necessary, the ENGINEER shall prepare these via Amendment or Separate Agreement.

J) Phase 800 – Project Closeout

1) Not Included. To be completed via Amendment or Separate Agreement.

K) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination (assume 12 months).

(a) Project Management:

- (i) The project manager of the ENGINEER will be responsible for coordination with the OWNER.
- (ii) The ENGINEER will provide up to twelve (12) monthly progress reporting and project invoices to the OWNER.
- (iii) The ENGINEER will conduct internal design review meetings.
- (iv) The ENGINEER will develop and maintain PROJECT schedule.

(b) Design Development Meetings

- (i) The ENGINEER will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
- (ii) The ENGINEER will develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, and it is understood by the parties that the ENGINEER will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up-to two (2) staff members of the ENGINEER.

(c) Utility Coordination

- (i) The ENGINEER shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the companies of the upcoming PROJECT.
- (ii) The ENGINEER shall perform a total of two (2) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The ENGINEER will prepare an agenda, document discussions and decisions, and provide meeting minutes. The meetings will be on two different days with one in the morning and one in the afternoon.
- (iii) The ENGINEER will perform coordination efforts electronically with each utility company.
- (iv) The ENGINEER will review utility relocation plans and provided by the franchise utilities. For budget purposes, the ENGINEER will review six (6) utility relocation plans.

(d) Project Information Meeting

- (i) The ENGINEER will conduct one (1) project information meeting that will be attended by three (3) staff members of the ENGINEER. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
- (ii) The ENGINEER will prepare display materials, comments and sign-in sheets, and project hand out information for the meeting.



- (iii) The ENGINEER will compile written and oral comments and submit to the OWNER.
    - (iv) Reserving of the meeting facility and the mailing of the public notification will be completed by the OWNER. The ENGINEER will prepare the notice for the OWNER.
  - (e) Individual Property Owner Meetings
    - (i) The ENGINEER shall perform one (1) meeting with parcel located at the southwest corner of NW 18<sup>th</sup> Street and NW Briargate Drive (Veterinary Clinic) to discuss potential for driveway relocation off NW Briargate Drive. Staff of the OWNER will be involved in the meeting.
    - (ii) The ENGINEER shall attend and organize one (1) meetings with the City of Ankeny Parks Department to discuss the trail relocation at the southwest corner of NW 18<sup>th</sup> Street and NW Ash Drive. The City of Ankeny Parks Department has stated that if the City of Ankeny decides to relocate or replace the “Prairie Ridge Sports Complex” sign in lieu of a trail relocation on to adjacent park to avoid the sign, then that design and construction work would not be included as part of this agreement.
- L) Phase 950 – Subconsultants and Fees
  - 1) Task 961 – Geotechnical Borings (Terracon)
    - (a) The ENGINEER will retain services of a subconsultant to provide boring services for the PROJECT as a subconsultant.
    - (b) The subconsultant will perform seven (7) soil borings (including pavement cores) along NW 18<sup>th</sup> Street.
    - (c) The subconsultant will coordinate with the OWNER for any necessary permits and perform truck mobilization, drilling, and traffic control during drilling operations.
    - (d) The subconsultant will provide the ENGINEER with boring logs, summary, and spreadsheet of laboratory results and soil classifications (USCS and AASHTO).
    - (e) The preliminary boring layout is shown below:



| Boring Numbers                 | Function                   | Proposed Depth (ft) |
|--------------------------------|----------------------------|---------------------|
| SB-01, SB-03 – SB-05 and SB-07 | Roadway                    | 10 (50 feet total)  |
| SB-02 and SB-06                | Roadway and Traffic Signal | 30 (60 feet total)  |
| <b>Total</b>                   |                            | <b>110 feet</b>     |

- 2) Task 962 - Subsurface Utility Investigation (Subconsultant)
    - (a) The ENGINEER will retain services of a subconsultant to provide hydro excavation services for the PROJECT as a subconsultant.
    - (b) The subconsultant will provide hydro excavation of 20 utility locations.



- (i) For budget purposes, it is assumed that slot trenches at 6-inches wide, up to 5-feet deep, at varying lengths (assume a total of 300-ft long of hydro excavation [approximately 15-ft long per location])
  - (c) The subconsultant will provide temporary covers (wood panels) and orange safety fence around holes as needed to protect the public from excavated holes, prior to final backfilling.
  - (d) The subconsultant will provide soil to backfill holes upon completion of survey.
  - (e) The subconsultant will provide temporary traffic control for these operations.
- 3) Task 970 – Reimbursable Permit and Publication Fees
- (a) Iowa DNR NPDES Stormwater Discharge Permit publication in the Des Moines Register.
  - (b) Iowa DNR Water Supply Section – Construction Permit Application is not expected to be included on the PROJECT.
  - (c) Iowa DNR Wastewater Construction Permit Application is not expected to be included on the PROJECT.
  - (d) Notice of Hearing publication and associated fees for publication in the Des Moines Register are to be completed by OWNER.
  - (e) QuestCDN download fees are included.

### III) FEES:

The fees for Engineering Services shall be described below:

#### A) Basic Services:

|                                                                    |              |
|--------------------------------------------------------------------|--------------|
| 1) Phase 100 – Preliminary Planning and Reports                    | \$ 0.00      |
| 2) Phase 200 – Existing Conditions                                 | \$ 0.00      |
| 3) Phase 300 – Funding                                             | \$ 0.00      |
| 4) Phase 400 – Preliminary Design                                  |              |
| (a) Task 401 – Preliminary Design and Plans                        | \$105,800.00 |
| (b) Task 413 – Geotechnical Design                                 | \$ 7,400.00  |
| 5) Phase 500 – Final Design                                        |              |
| (a) Task 501 – Final Design and Plans                              | \$108,200.00 |
| (b) Task 512 – Traffic Signal and Fiber Optics Interconnect Design | \$ 49,200.00 |
| 6) Phase 590 – Land Acquisition                                    | \$ 1,400.00  |
| 7) Phase 600 – Construction Administration                         |              |
| (a) Task 602 – Advertising, Bidding, and Contract Award            | \$ 3,700.00  |
| 8) Phase 650 – Onsite Project Representative                       | \$ 0.00      |
| 9) Phase 700 – Survey Services                                     |              |
| (a) Survey Services (General)                                      | \$ 16,200.00 |
| (b) Acquisition Plats and Legal Descriptions                       | \$ 13,300.00 |
| 10) Phase 800 – Project Closeout                                   | \$ 0.00      |
| 11) Phase 850 – Project Management and Coordination                | \$ 34,100.00 |
| 12) Phase 950 – Subconsultant and Reimbursable Fees                |              |
| (a) Task 961 – Geotechnical Borings (Terracon)                     | \$ 14,300.00 |
| (b) Task 962 – Subsurface Utility Exploration (Subconsultant)      | \$ 30,900.00 |
| (c) Task 970 – Permit and Publication Fees                         | \$ 500.00    |
| <hr/>                                                              |              |
| Not to Exceed Fee:                                                 | \$385,000.00 |

### IV) TIMELINE:

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

A) General Schedule

- |                                                         |                                   |
|---------------------------------------------------------|-----------------------------------|
| 1. Notice to Proceed                                    | February 8, 2022                  |
| 2. Preliminary Design                                   | February 8, 2022 – April 26, 2022 |
| 3. Televising Existing Sanitary and Storm Sewer (OWNER) | February 2022 – March 2022        |
| 4. Project Information Meeting                          | April 2022                        |
| 5. Acquisition Plat Preparation                         | May 2022                          |
| 6. Subsurface Utility Exploration                       | May 2022                          |
| 7. Right-of-Way Negotiations                            | May 2022 – December 2022          |
| 8. Check Plan Design                                    | May 2022 – October 24, 2022       |
| 9. OWNER Check Plan Review (2 weeks)                    | October 24, 2022 – Nov. 4, 2022   |
| 10. Final Plan Design                                   | Nov. 7, 2022 – Nov. 18, 2022      |
| 11. Project Letting (Local)                             | December 13, 2022                 |
| 12. Construction                                        | April 2023 - November 2023        |

B) Schedule Delays

The ENGINEER shall not be responsible for delays in the schedule that are beyond the ENGINEER's control.

V) **ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT**

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

- A) Joint utility trench design.
- B) Septic system reconstruction plans.
- C) Construction staking, RPR, and construction administration services.
- D) Environmental and/or Cultural Review and Assessment.
- E) Drainage Report or Drainage Memorandum
- F) Irrigation (lawn sprinkler) restoration plans or specifications.
- G) Media correspondences and public outreach planning documents.
- H) Boundary retracement of existing lots to set missing monuments.
- I) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- J) Appraisal fees and condemnation services.
- K) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- L) Grant Administration.
- M) Preparation of bidding or contract documents for alternate bid prices.
- N) Record drawings.
- O) Construction material testing services.
- P) Other permits not indicated within this scope.
- Q) Any permit and publication fees associated with permit applications except as noted.
- R) Project management and coordination tasks beyond that scheduled project completion period.
- S) Special meetings and meetings not outlined in the Scope of Services.
- T) Other services not specifically outlined in this Agreement.

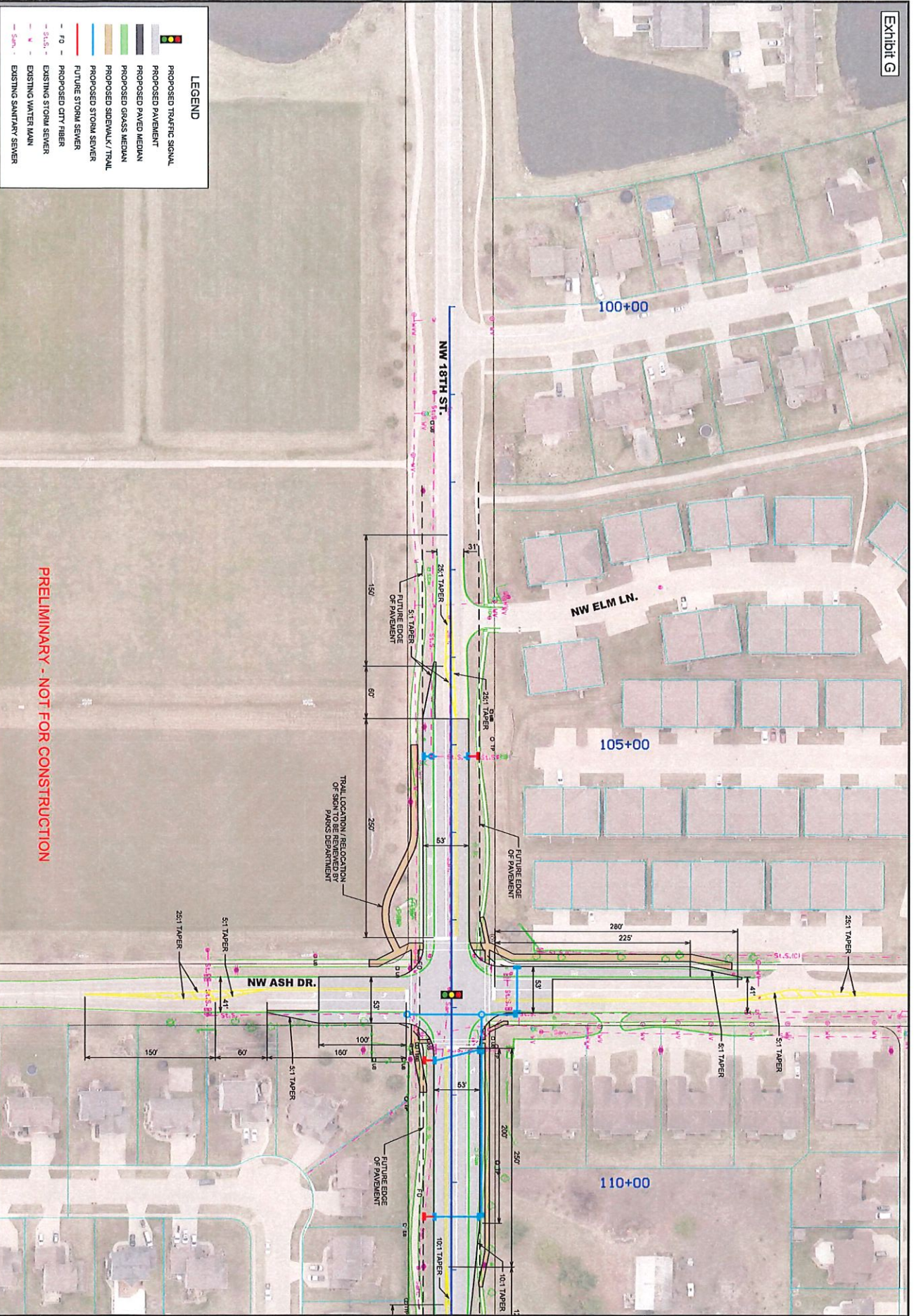


## Exhibit E: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

1. Designate in writing a person to act, as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project.
2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.



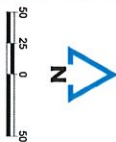


PRELIMINARY - NOT FOR CONSTRUCTION

NW 18th Street Reconstruction  
NW Ash Drive to N Ankeny Boulevard  
Ankeny, Iowa

PROJECT CONCEPT

P:\1211008-02-000-000\Drawings\1211008-02-000-000.dwg



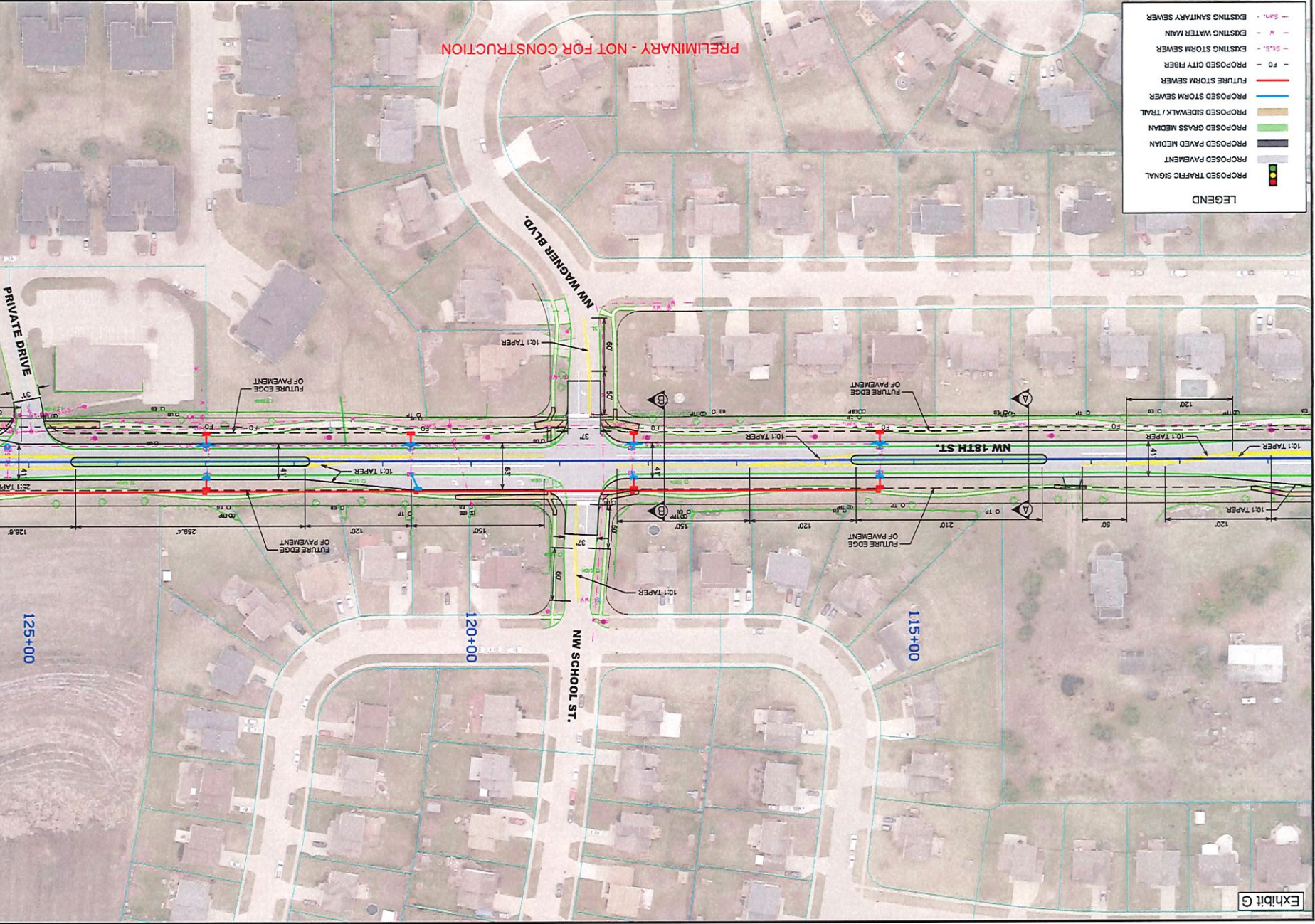
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Ankeny, IA 52201  
Des Moines, IA 50319  
Lansing, MI 48306



- LEGEND
- PROPOSED TRAFFIC SIGNAL
  - PROPOSED PAVEMENT
  - PROPOSED GRASS MEDIAN
  - PROPOSED SIDEWALK / TRAIL
  - PROPOSED STORM SEWER
  - PROPOSED CITY FIBER
  - EXISTING STORM SEWER
  - EXISTING WATER MAIN
  - EXISTING SANITARY SEWER

PRELIMINARY - NOT FOR CONSTRUCTION





355 SE Oakdale Rd  
Ankeny, IA 50021  
Phone 515.512.1361

Ankeny | Council  
Chris | First Dodge  
North Liberty | Shaw City  
Macon, MO | Columbia, MO  
North Kansas City, MO  
Lincoln, KS

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Scale: 1" = 40'

North Arrow

PROJECT NO. 211000000

DESIGNED BY: J. D. H. / J. D. H.

CHECKED BY: J. D. H. / J. D. H.

DATE: 03/11/2020

D.2

PROJECT CONCEPT

NW 18th Street Reconstruction  
NW Ash Drive to N Ankeny Boulevard  
Ankeny, Iowa



125+00

PRIVATE DRIVE

PAVEMENT WIDENING TO  
BE DONE BY OTHERS

10:1 TAPER

120'

150'

NW BRIARGATE DR.

15:1 TAPER

165'

OF PAVEMENT

100'

50'

25'

10'

5'

2'

1'

0.5'

0.25'

0.125'

0.0625'

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0.00000000000000000000000000000000000018807909613156598551527843891055849661430664062500000024414062500798058888881171875'

0.00000000000000000000000000000000000009403954806578299275763921945527924830715323031250000001220703125003990294444405859375'

0.00000000000000000000000000000000000004701977403289149637



## EXHIBIT 'I'

### City of Ankeny Insurance Requirements for Professional Services

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

## EXHIBIT 'I'

### Exhibit A

#### A) COMMERCIAL GENERAL LIABILITY

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

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

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

#### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

|            |                           |
|------------|---------------------------|
| Coverage A | Statutory – State of Iowa |
| Coverage B | Employers Liability       |

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

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

#### D) UMBRELLA LIABILITY \$ 2,000,000

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

## EXHIBIT 'I'

### E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

### F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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



## EXHIBIT 'I'

### Preservation of Governmental Immunities Endorsement

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



# AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSULTING SERVICES



**M<sup>c</sup>CLURE™**

## McCLURE ENGINEERING COMPANY

Project Name: Ankeny NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

Project Number: 211008-010

Project Manager: Scott Port, P.E.

This Amendment is made this 6<sup>th</sup> day of February, 2023 and shall amend the Agreement dated the 7<sup>th</sup> day of February, 2022, by and between *McClure Engineering Company*, of Clive, Iowa (herein referred to as "Consultant") and the City of Ankeny (hereinafter referred to as "Owner"), for the Project described as:

### NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

1. This Amendment is associated with additional Basic Services and Construction Services of the NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project.
2. This Amendment authorizes the Consultant and establishes fees for the phases stated herein. The Project Scope and Fees are detailed in Exhibit 'A'.
3. The increased amount of the **CONSULTANT's** compensation is \$395,300. The contract type is Time and Expense (NTE).

| Attached Exhibits |                                                                | Included                            | Not Included             |
|-------------------|----------------------------------------------------------------|-------------------------------------|--------------------------|
| Exhibit 'A'       | Detailed Scope of Work and Fee Schedule                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exhibit 'B'       | Duties and Responsibilities of Resident Project Representative | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### SPECIAL INSTRUCTIONS:

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IN WITNESS WHEREOF, the parties hereto have made and executed this **AMENDMENT** as of the day and year first above written.

OWNER: City of Ankeny, Iowa

By: \_\_\_\_\_

Mark E. Holm

Title: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

Michelle Yuska

Title: \_\_\_\_\_

City Clerk

CONSULTANT: McClure Engineering Company

Signed: \_\_\_\_\_

Scott Port, P.E.

Title: \_\_\_\_\_

Team Leader

## Exhibit A - Detailed Scope of Work

### Ankeny NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard Amendment #1

#### EXHIBIT C – SECTION 1. PROJECT DESCRIPTION

Modify the following subsection:

- J) The Project includes design of water main by the Consultant from immediately west of Private Drive to immediately west of NW Briargate Drive due to conflicts with utilities and cut within the project.

Add the following subsection:

- Q) The Project includes the design of the sign foundation of the Prairie Ridge Sports Complex sign as the sign is moving due to conflicts with the proposed 8-ft sidewalk.
- R) The Project includes design of the driveway on the east side of NW Ash Drive, immediately north of NW 18<sup>th</sup> Street and additional parking lot for the commercial driveway north of NW 18<sup>th</sup> Street and immediately west of N Ankeny Boulevard to accommodate the design and existing conditions.

#### EXHIBIT C – SECTION II, BASIC SERVICES

Modify the following subsection:

- E) Phase 500 – Final Design
  - 1) Task 501 – Final Design and Plans
    - (c) Check Plans
      - (xxi) MWM-Sheets (Water Main Plan and Profile) – MWM-sheets were added to the plan set due to adding water main design to the project due to conflicts.
      - (xxiii) V-Sheets (Sign Foundation) – V-sheets were added to the plan set due to adding the Prairie Ridge Sports Complex sign foundation to the project due to the sign needing to be relocated due to conflicting with the proposed sidewalk.
    - (e) Order of Magnitude Opinion of Probable Construction Costs
      - (ii) The Consultant developed an Opinion of Probable Construction Costs for the Owner that included construction costs to reconstruct the entire project sidewalk from 4-ft wide to 5-ft wide.
      - (iii) The Consultant developed an Opinion of Probable Construction Costs for the Owner that included construction costs to reconstruct the entire project for a 4-lane (full-build) section.
    - (h) Project Permitting
      - (ii) Iowa DNR Water Supply Section – Consultant applied for the Iowa DNR Water Supply Section Construction Permit Application. This includes the submittal of Schedule 1a, Schedule 1c, Schedule 2a, LUST Map, Signed Plans, and Transmittal Letter.
    - (j) Additional Design Services
      - (i) The Consultant designed water main from just west of the Private Drive to just west of NW Briargate Drive due to cut in the area and avoiding storm sewer conflicts. Additionally, water main was designed along Private Drive to tie into the existing water main. Detailed staging of water main construction, one (1) meeting with Ankeny Water Department, and correspondences with Ankeny Water Department are included. Opinion of Construction Costs and Estimate Reference Notes were provided for the water main improvements.
      - (ii) The Consultant designed the sign foundation for the Prairie Ridge Sports Complex sign as the Owner requested the sign to be moved as it conflicted with the proposed 8-ft sidewalk. Detailed calculations and research with supplier for sign size and weight was performed. V-sheets were added to the plans set that included detailed sign foundation drawings. Opinion of Construction

Costs were provided for the sign foundation improvements and Estimate Reference Notes were added.

- (iii) Due to a new development at the northwest corner of NW Briargate Drive and NW 18<sup>th</sup> Street intersection that had a different land use than originally scoped, the Owner requested that the Consultant redesign the intersection of NW Briargate Drive and NW 18<sup>th</sup> Street to accommodate a future southbound right turn lane. Adjustments were performed to the proposed sidewalk, NW Briargate Drive profile, subdrain, intersection line work, cross-sections, and modeling. Changes were requested during the Final Design process.
- (iv) Due to information obtained from the Fiber Optics Master Plan study, the Owner requested a change to the design of the fiber optics layout in the Project. The Consultant held two (2) meetings and re-designed the Project fiber optics layout. Changes were requested during the Final Design process.
- (v) Due to project limits expanding outside the original Project scope due to elevation differences and design requirements, additional driveway and parking lot design was required. This included the driveway and parking lot north of NW 18<sup>th</sup> Street on the east side of NW Ash Drive, the driveway and parking lot of Commercial Drive (north side of NW 18<sup>th</sup> Street), and driveway and parking lot along NW Briargate Drive (south of NW 18<sup>th</sup> Street).
- (vi) Utility Coordination
  - (a) The Consultant reviewed an additional three (3) utility relocation plans (original agreement scoped only 6 utility relocations) that were provided by the franchise utilities. Additionally, the Consultant held two (2) additional one-on-one meetings with individual utilities.
- (vii) The Consultant composed an irrigation letter to the property owners to inform them of the requirement of relocating irrigation systems within the right-of-way. The Owner stated that they will be sending the letters to property owners in January 2023.

G) Phase 600 – Construction Administration

Add the following subsection:

1) Task 601 – Construction Administration

- (a) Following the Owners' award of the NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project contract to the Contractor, the Consultant shall proceed with Construction Services, which are based on a mandatory six (6) day work week for a construction duration of 140 working days beginning March or April 2023.
- (b) The Consultant shall prepare monthly invoices for construction services based on time and expense charges for duration of the project which is expected to last up to ten (10) months.
- (c) The Consultant shall arrange and conduct one (1) preconstruction meeting with the Owner, Contractor, subcontractors, and utility companies to review the project scope and intent, details of construction, contract requirements, utility conflicts, and project schedule prior to construction. The Consultant will provide meeting minutes.
- (d) The Consultant will issue the Notice to Proceed.
- (e) The Consultant shall review shop drawings, material submittals, and other applicable submissions from the Contractor for compliance with the construction contract.
- (f) The Consultant shall conduct on-site weekly construction meetings with the Contractor and prepare meeting minutes. It is estimated that 30 weekly meetings will be held.
- (g) The Consultant shall prepare partial payment applications, change orders, and make recommendations to the Owner for their acceptance. Ten (10) Contractor payment applications and five (5) Change Orders are included in this Scope of Services.
- (h) The Consultant shall notify the Owner of any observed work, which does not conform to the construction contract, make recommendations to the Owner for the correction of nonconforming

work and, at the request of the Owner, see that these recommendations are implemented by the Contractor.

- (i) The Consultant shall answer Contractor's questions and provide clarification on questions from the Owner and Contractor.
- (j) The Consultant shall perform six (6) separate substantial completion walkthroughs and two (2) final completion project walkthroughs. This includes:
  - 1. Site A – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
  - 2. Site C – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
  - 3. Entire Project – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
  - 4. Entire Project – Final Completion: One (1) walkthrough will be conducted to determine if the work is fully complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for full completion.
- (k) The Consultant shall prepare the Certificate of Completion for the Project.
- (l) 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 Consultant will be compensated for administration, observation, and staking services based on established hour rates and fixed expenses outlined in the Consultant's Standard Fee Schedule.

Add the following subsection:

- 2) Task 603 – Traffic Signal and Fiber Optic Construction Administration
  - (a) Attend a preconstruction conference for the project with the Owner, Contractor, and utility companies to discuss Project requirements, construction details, potential conflicts, and work schedule.
  - (b) Review traffic signal and fiber optic shop drawings and submittals for compliance with the Project's Contract Documents.
  - (c) Respond to Owner or Contractor questions regarding the traffic signal and fiber optic installation. Prepare change orders, as needed.
  - (d) Perform not more than six (6) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues. Provide punchlist, as needed.
  - (e) Attend initial turn-on of the traffic signal installation and assist with timing adjustments, as needed.
  - (f) Review fiber optic OTDR test reports for compliance with specifications.
  - (g) Conduct an on-site review of the completed traffic signal and fiber optic installation prior to final acceptance of the Project.
  - (h) Prepare Record Drawings showing known changes to the traffic signal and fiber optic installation during construction.

Modify the following subsection:

- H) Phase 650 – On-site Project Representative
  - 1) Task 621 – Resident Project Representative
    - (a) The Consultant shall provide a Resident Project Representative (RPR) to verify construction observation services for the Owner and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the



construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed at full-time at approximately 8-hours per day for 140 working days, unless otherwise noted herein. 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 Consultant will be compensated for on-site project representative services based on established hour rates and fixed expenses outlined in the Consultant's Standard Fee Schedule.

- (a) The Consultant's RPR staff shall attend one (1) preconstruction conference and subsequent on-site meetings during construction as necessary. It is assumed that 30 on-site meetings in this Scope of Services.
  - (b) The Consultant shall verify materials provided by the Contractor are in accordance with the plans and specifications.
  - (c) The Consultant shall periodically check grade and subgrade preparation elevations and review with the Contractor any deficiencies in the subgrade prior to paving. The Consultant shall observe moisture and density tests.
  - (d) The Consultant shall observe traffic control operations to ensure compliance with the Contract Documents.
  - (e) The Consultant shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
  - (f) The Consultant shall prepare a weekly report of working days using the Owner's template and provide to the Owner for review prior to issuing to the Contractor. It is assumed that 30 weekly reports will be completed.
  - (g) The Consultant shall provide periodic observation for the construction for storm sewer installation. The Consultant shall spot check line and grade. The Consultant shall observe and document trench compaction testing. The Consultant shall observe, and document all required testing, including video inspection review.
  - (h) The Consultant shall provide periodic observation for the construction for water main installation. The Consultant shall spot check line and grade. The Consultant shall observe and document trench compaction testing. The Consultant shall observe, and document all required testing.
  - (i) The Consultant shall be on-site full-time during roadway, driveway, and sidewalk paving operations as well as signal foundation pouring operations. Air tests and compressive strength test cylinders will be required to be completed by an independent laboratory provided by the Contractor. Testing shall be overseen by the Consultant.
  - (j) If directed by the Owner, the Consultant shall mark locations and observe the cutting of all thickness cores, to be cut by others.
  - (k) The Consultant shall periodically observe sawing and sealing of joints.
  - (l) The Consultant shall periodically observe all surface restoration.
  - (m) The Consultant's RPR staff shall attend the project walkthrough and shall assist the Owner's staff in developing a final punch list and verify completion of items for acceptance.
- l) Phase 700 – Survey Services  
Modify the following subsection:
- 1) Task 701 – Survey Services
    - (a) Expanded Topographic Survey Limits
      - (vi) During design, additional topographic survey was required to provide appropriate tie-ins for the design of the project. This included additional survey at the Veterinary Clinic (301 NW 18<sup>th</sup> Street), Commercial Drive entrance (north side of NW 18<sup>th</sup> Street parking lot), additional utility

flow lines due to expanded limits of construction, and existing fiber optic infrastructure outside of the original project area.

Replace the following subsection:

2) Task 712 – Acquisition Plats and Legal Description

(a) Acquisition and Permanent Easement Plats

(ii) Temporary Easement Exhibits

(a) The ENGINEER will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT.

(b) The following table summarizes the PROJECT plats and exhibits for which had been developed:

| Owner Name<br>Parcel Address/Location                                                          | Fee<br>Title | Temp.<br>Ease.   | Perm.<br>Ease. |
|------------------------------------------------------------------------------------------------|--------------|------------------|----------------|
| Stonecrest Meadows Townhouse Association, Inc.<br>Outlot X Stonecrest Meadows Townhomes Plat 1 | 1            | 1                |                |
| Hale Development Company, LLC<br>Lot 1 Georgetown Plat 9                                       | 1            | + 2              |                |
| Denny Elwell Family LC<br>1802 N Ankeny Blvd                                                   |              | 1                |                |
| Maples Condos LC<br>1800 N Ankeny Blvd                                                         |              | 1                |                |
| City of Ankeny<br>410 W 1 <sup>st</sup> Street                                                 |              | + 0              | + 0            |
| James McNamara<br>1622 NW Maple Pl                                                             | 1            | 1                |                |
| D&M Associates, LLC<br>401 NW 18 <sup>th</sup> Street                                          |              | 1                |                |
| Riordan Partners, LLC<br>301 NW 18 <sup>th</sup> Street                                        | 1            | 1                |                |
| DLE Seven LLC<br>205 NW 18 <sup>th</sup> Street                                                | 1            | 1                |                |
| DLE Seven LLC<br>1730 N Ankeny Blvd                                                            |              | 1                |                |
| Pranati Vaddadi & Yasasvy Nanyam<br>1705 NW Wagner Blvd                                        |              | <del>0</del> 1   |                |
| Ankeny Community School District                                                               |              | <del>0</del> 1   |                |
| Sean and Shelby Shafer<br>501 NW 19 <sup>th</sup> Street                                       |              | <del>0</del> 1   |                |
| William B. & Kirsten Goble<br>610 NW 18 <sup>th</sup> Street                                   |              | <del>0</del> 1   |                |
| Total                                                                                          | 5            | <del>10</del> 14 | + 0            |

Add the following subsection:

2) Task 760 – Construction Staking

(a) The Consultant shall provide all construction staking for the Project. The Construction Documents state the Consultant shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the

Contractor's expense.

- (b) The Consultant will set control points as needed during construction.
- (c) The Consultant shall provide staking of:
  - (ii) Right-of-way and temporary easements.
  - (iii) Existing pavement removals.
  - (iv) Storm sewer pipe, structure, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
  - (v) Sanitary sewer structure adjustments (SUDAS station location offsets with rim elevations)
  - (vi) Hydrant locations, water main pipe, water main critical crossings, water main valves, and fittings (centerline pipe, top of pipe elevations, and hydrant structure offsets).
  - (vii) Traffic signal poles, handholes, and cabinets, including fiber optic handholes (center locations with offsets and elevations).
  - (viii) 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).
  - (ix) Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevation).
  - (x) ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).
  - (xi) Light Poles (center light pole bases with offsets).
  - (xii) Prairie Ridge Sports Complex sign foundation.

Add the following subsection:

3) Task 761 – Monument Preservation

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

J) Phase 800 – Project Closeout

Modify the following subsection:

1) Task 801 – Project Closeout

- (a) The Consultant shall prepare and furnish as-built record drawings for the Project. Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without Owner/Consultant approval.
- (b) The Consultant shall provide information in accordance with the Owner's Pre-Construction and Post Construction Submittal requirements for all Public and Private Projects (effective 07-01-2021). Features include:
  - (i) Water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits – at the time of construction.
  - (ii) Storm sewer, subdrain, sanitary sewer, and water main above ground structure data.
  - (iii) Traffic signal poles, push button poles, cabinet, and handhole location data.
  - (iv) Fiber optic handholes and conduit location data.
  - (v) Street signs/posts.
- (c) The Consultant shall provide pedestrian ramp as-built forms using Owner's template.

K) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination

- (a) Project Management:

- (ii) The ENGINEER provided eleven (11) monthly progress reporting and project invoices to the OWNER. Credit the Owner one (1) monthly progress report as the original agreement had twelve (12) monthly progress reports.
- (d) Project Information Meeting
  - (i) The ENGINEER conducted one (1) project information meeting that was attended by two (2) staff members of the ENGINEER. Credit the Owner one (1) staff member as original agreement had three (3) staff members.
- L) Phase 950 – Subconsultants and Fees  
 Modify the following subsection:
  - 1) Task 970 – Reimbursable Permit and Publication Fees
    - (b) Iowa DNR Water Supply Section – Construction Permit Application was included on the Project.

### III) FEES:

Replace Article III as follows:

| A) Basic Services:                                                               | Base Agreement | Amend. 1         | Total            |
|----------------------------------------------------------------------------------|----------------|------------------|------------------|
| 1) Phase 100 – Preliminary Planning and Reports                                  | \$ 0           | \$ 0             | \$ 0             |
| 2) Phase 200 – Existing Conditions                                               | \$ 0           | \$ 0             | \$ 0             |
| 3) Phase 300 – Funding                                                           | \$ 0           | \$ 0             | \$ 0             |
| 4) Phase 400 – Preliminary Design                                                |                |                  |                  |
| (a) Task 401 – Preliminary Design and Plans                                      | \$105,800      | \$ 0             | \$105,800        |
| (b) Task 413 – Geotechnical Design                                               | \$ 7,400       | \$ 0             | \$ 7,400         |
| 5) Phase 500 – Final Design                                                      |                |                  |                  |
| (a) Task 501 – Final Design and Plans                                            | \$108,200      | \$ 27,600        | \$135,800        |
| (b) Task 512 – Traffic Signal and Fiber Optics Interconnect Design               | \$ 49,200      | \$ 0             | \$ 49,200        |
| 6) Phase 590 – Land Acquisition                                                  | \$ 1,400       | \$ 0             | \$ 1,400         |
| 7) Phase 600 – Construction Administration                                       |                |                  |                  |
| (a) <b>Task 601 – Construction Administration</b>                                | <b>\$ 0</b>    | <b>\$ 70,400</b> | <b>\$ 70,400</b> |
| (b) Task 602 – Advertising, Bidding, and Contract Award                          | \$ 3,700       | \$ 0             | \$ 3,700         |
| (c) <b>Task 603 – Traffic Signal and Fiber Optic Construction Administration</b> | <b>\$ 0</b>    | <b>\$ 16,900</b> | <b>\$ 16,900</b> |
| 8) <b>Phase 650 – Onsite Project Representative</b>                              | <b>\$ 0</b>    | <b>\$208,900</b> | <b>\$208,900</b> |
| 9) Phase 700 – Survey Services                                                   |                |                  |                  |
| (a) Task 701 - Survey Services (General)                                         | \$ 16,200      | \$ 3,500         | \$ 19,700        |
| (b) Task 712 – Acq. Plats and Legal Descriptions                                 | \$ 13,300      | \$ 1,950         | \$ 15,250        |
| (c) <b>Task 760 – Construction Staking</b>                                       | <b>\$ 0</b>    | <b>\$ 54,100</b> | <b>\$ 54,100</b> |
| (d) <b>Task 761 – Monument Preservation</b>                                      | <b>\$ 0</b>    | <b>\$ 4,900</b>  | <b>\$ 4,900</b>  |
| 10) <b>Phase 800 – Project Closeout</b>                                          | <b>\$ 0</b>    | <b>\$ 7,200</b>  | <b>\$ 7,200</b>  |
| 11) Phase 850 – Project Management & Coordination                                | \$ 34,100      | \$ (300)         | \$ 33,800        |
| 12) Phase 950 – Subconsultant and Reimbursable Fees                              |                |                  |                  |
| (a) Task 961 – Geotechnical Borings (Terracon)                                   | \$ 14,300      | \$ 0             | \$ 14,300        |
| (b) Task 962 – Subsurface Utility Exploration (Sub.)                             | \$ 30,900      | \$ 0             | \$ 30,900        |
| (c) Task 970 – Permit and Publication Fees                                       | \$ 500         | \$ 150           | \$ 650           |
| Not to Exceed Fee:                                                               | \$385,000      | \$395,300        | \$780,300        |

- **Item in Bold are Construction Services Only = \$362,400**



**IV) TIMELINE:**

Add the following subsection:

- C) The Consultant completed the Preliminary Design, Final Design, Advertising, Bidding, and Contractor Award, Survey Services, Acquisition Plats and Legal Descriptions, Project Management and Coordination, Geotechnical Borings, Subsurface Utility Exploration in order to accommodate the December 13, 2022 bid letting. The Construction Administration, On-site Project Representative, Construction Staking, Monument Preservation, and Project Closeout shall be completed following completion of all construction on a planned six (6) day work week within 140 working days anticipated to commence no earlier than March 27, 2023, and no later than April 17, 2023. If changes are made to this schedule, the Consultant shall submit changes to the Owner for approval.

**V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT**

Replace Article V as follows:

- A) Joint utility trench design.
- B) Septic system reconstruction plans.
- C) Environmental and/or Cultural Review and Assessment.
- D) Drainage Repot or Drainage Memorandum
- E) Irrigation (lawn sprinkler) restoration plans or specifications.
- F) Media correspondences and public outreach planning documents.
- G) Boundary retracement of existing lots to set missing monuments.
- H) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- I) Appraisal fees and condemnation services.
- J) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- K) Grant Administration.
- L) Preparation of bidding or contract documents for alternate bid prices.
- M) Record drawings.
- N) Construction material testing services.
- O) Hazardous materials investigations and testing.
- P) Other permits not indicated within this scope.
- Q) Any permit and publication fees associated with permit applications except as noted.
- R) Project management and coordination tasks beyond that scheduled project completion period.
- S) Special meetings and meetings not outlined in the Scope of Services.
- T) Other services not specifically outlined in this Agreement.
- U) Coordination and meetings with property owners, local interest groups, or public.
- V) Costs associated with project delay or scope changes outside of the control of the Consultant.
- W) Design plan modifications requested by the Owner or Contractor during construction.

### MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY  
OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)



**CONSULTANT** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **CONSULTANT** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **CONSULTANT** responsible for or give **CONSULTANT** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **CONSULTANT** in **CONSULTANT**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

#### 1. GENERAL

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

#### 2. DUTIES AND RESPONSIBILITIES OF RPR

- A. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings.
  - i. Liaison:
    - 1. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
    - 2. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
- B. Shop Drawings and Samples:
  - i. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
  - ii. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
- C. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - i. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
  - ii. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
  - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.

- D. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
- E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
- F. Records:
  - i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
  - iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- G. *Reports:*
  - i. Furnish **OWNER** periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - ii. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
  - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **CONSULTANT** Change Orders, Work Directive Changes and Field Orders.
  - iv. Report immediately to **OWNER** upon occurrence of any accident.
- H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.
- J.

### 3. LIMITATIONS OF AUTHORITY

- A. Resident Project Representative:
  - i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
  - ii. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
  - iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
  - iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
  - v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
  - vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
  - vii. Shall not authorize **OWNER** to occupy the Project in whole or in part.
  - viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

## AMENDMENT NO. 2 TO THE AGREEMENT FOR ENGINEERING SERVICES



**M<sup>c</sup>CLURE™**

### McCLURE ENGINEERING COMPANY

Project Name: Ankeny NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

Project Number: 211008-010

Project Manager: Scott Port, P.E.

This Amendment is made this 16th day of January, 2024 and shall amend the Agreement dated the 7<sup>th</sup> day of February, 2022, by and between *McClure Engineering Company*, of Clive, Iowa (herein referred to as "Consultant") and the City of Ankeny (hereinafter referred to as "Owner"), for the Project described as:

### NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

1. This Amendment is associated with additional Basic Services and Construction Services of the NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project.
2. This Amendment authorizes the Consultant and establishes fees for the phases stated herein. The Project Scope and Fees are detailed in Exhibit 'A'.
3. The increased amount of the **CONSULTANT's** compensation is \$11,790.00. The contract type is Time and Expense (NTE).

| Attached Exhibits                                   | Included                            | Not Included             |
|-----------------------------------------------------|-------------------------------------|--------------------------|
| Exhibit 'A' Detailed Scope of Work and Fee Schedule | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### SPECIAL INSTRUCTIONS:

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IN WITNESS WHEREOF, the parties hereto have made and executed this **AMENDMENT** as of the day and year first above written.

OWNER: City of Ankeny, Iowa

By: \_\_\_\_\_  
Mark E. Holm

Title: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Michelle Yuska

Title: \_\_\_\_\_  
City Clerk

CONSULTANT: McClure Engineering Company

Signed: Scott Port  
Scott Port, P.E.

Title: \_\_\_\_\_  
Team Leader

## Exhibit A - Detailed Scope of Work

### Ankeny NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard Amendment #2

#### EXHIBIT C – SECTION II, BASIC SERVICES

Add the following subsection:

G) Phase 600 – Construction Administration

Add the following subsection:

1) Task 601 – Construction Administration

- (m) The Project includes additional review of revised utility relocation plans, review of additional utility relocation plans, additional utility coordination due to utilities installed in different location then relocation plans and associated conflicts, and additional utility coordination beyond initial scope of the project in order to keep project moving without delay.
- (n) The Project includes the additional design, construction administration, and construction observation of water main that was required to be lowered due to conflict of storm sewer pipe as existing water main was higher than expected. The Project includes additional design, construction administration, and construction observation for additional storm sewer and intake that were installed to avoid conflicts between existing storm sewer and pavement and subbase.

#### III) FEES:

Replace Article III as follows:

|                                                                              |  | Base Agreement<br>+ Amendment 1 | Amend. 2 | Total     |
|------------------------------------------------------------------------------|--|---------------------------------|----------|-----------|
| A) Basic Services:                                                           |  |                                 |          |           |
| 1) Phase 100 – Preliminary Planning and Reports                              |  | \$ 0                            | \$ 0     | \$ 0      |
| 2) Phase 200 – Existing Conditions                                           |  | \$ 0                            | \$ 0     | \$ 0      |
| 3) Phase 300 – Funding                                                       |  | \$ 0                            | \$ 0     | \$ 0      |
| 4) Phase 400 – Preliminary Design                                            |  |                                 |          |           |
| (a) Task 401 – Preliminary Design and Plans                                  |  | \$105,800                       | \$ 0     | \$105,800 |
| (b) Task 413 – Geotechnical Design                                           |  | \$ 7,400                        | \$ 0     | \$ 7,400  |
| 5) Phase 500 – Final Design                                                  |  |                                 |          |           |
| (a) Task 501 – Final Design and Plans                                        |  | \$135,800                       | \$ 0     | \$135,800 |
| (b) Task 512 – Traffic Signal and Fiber Optics<br>Interconnect Design        |  | \$ 49,200                       | \$ 0     | \$ 49,200 |
| 6) Phase 590 – Land Acquisition                                              |  | \$ 1,400                        | \$ 0     | \$ 1,400  |
| 7) Phase 600 – Construction Administration                                   |  |                                 |          |           |
| (a) Task 601 – Construction Administration                                   |  | \$ 70,400                       | \$11,790 | \$ 82,190 |
| (b) Task 602 – Advertising, Bidding, and<br>Contract Award                   |  | \$ 3,700                        | \$ 0     | \$ 3,700  |
| (c) Task 603 – Traffic Signal and Fiber Optic<br>Construction Administration |  | \$ 16,900                       | \$ 0     | \$ 16,900 |
| 8) Phase 650 – Onsite Project Representative                                 |  | \$208,900                       | \$ 0     | \$208,900 |
| 9) Phase 700 – Survey Services                                               |  |                                 |          |           |
| (a) Task 701 - Survey Services (General)                                     |  | \$ 19,700                       | \$ 0     | \$ 19,700 |
| (b) Task 712 – Acq. Plats and Legal Descriptions                             |  | \$ 15,250                       | \$ 0     | \$ 15,250 |
| (c) Task 760 – Construction Staking                                          |  | \$ 54,100                       | \$ 0     | \$ 54,100 |
| (d) Task 761 – Monument Preservation                                         |  | \$ 4,900                        | \$ 0     | \$ 4,900  |
| 10) Phase 800 – Project Closeout                                             |  | \$ 7,200                        | \$ 0     | \$ 7,200  |



Exhibit A – Detailed Scope of Work  
NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N. Ankeny Boulevard  
Amendment #2

|                                                      |           |           |           |
|------------------------------------------------------|-----------|-----------|-----------|
| 11) Phase 850 – Project Management & Coordination    | \$ 33,800 | \$ 0      | \$ 33,800 |
| 12) Phase 950 – Subconsultant and Reimbursable Fees  |           |           |           |
| (a) Task 961 – Geotechnical Borings (Terracon)       | \$ 14,300 | \$ 0      | \$ 14,300 |
| (b) Task 962 – Subsurface Utility Exploration (Sub.) | \$ 30,900 | \$ 0      | \$ 30,900 |
| (c) Task 970 – Permit and Publication Fees           | \$ 650    | \$ 0      | \$ 650    |
| <hr/>                                                |           |           |           |
| Not to Exceed Fee:                                   | \$780,300 | \$ 11,790 | \$792,090 |

**Total for Amendment #2 = \$11,790.00**



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #1 in the amount of \$27,066.45 to Alpha Landscapes, for construction services on the N Ankeny Boulevard and 18th Street Landscape Improvements project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #1</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** N Ankeny Boulevard and 18th Street <sup>Landscape</sup> Intersection Improvements  
**Contractor:** Alpha Landscapes  
**Address:** 31273 510th Ave, Slater, IA  
**Finance Budget Code:** 913.3913.4405 **Finance Project #** 913.4405  
**Vendor Project or Invoice #:** N/A **PO #** N/A  
**Original Contract Date:** August 21<sup>st</sup>, 2023 **Vendor #** 11844

**Date of Council Meeting:** 08/07/23 <sup>1/16/24</sup> **PAYMENT REQUEST #** 1  
**PAYMENT PERIOD:** From: 08/01/23 <sup>09</sup> Through: 12/01/23

## Contract Summary

|                                                |    |           |  |
|------------------------------------------------|----|-----------|--|
| Original Contract Amount:                      | \$ | 69,693.00 |  |
| Net change by Change Orders:                   | \$ | -         |  |
| Contract Amount to Date: (line 1 ± 2)          | \$ | 69,693.00 |  |
|                                                |    |           |  |
| Total completed and stored to date:            | \$ | 28,491.00 |  |
| Retainage: <u>5</u> % of Completed Work:       | \$ | 1,424.55  |  |
| Total Earned less Retainage:                   | \$ | 27,066.45 |  |
| Less previous applications for payment:        | \$ | -         |  |
| <b>SUBTOTAL</b>                                | \$ | 27,066.45 |  |
|                                                |    |           |  |
| <b>OTHER CHARGES</b> (Attach an itemized list) | \$ | -         |  |
|                                                |    |           |  |
| <b>CURRENT PAYMENT DUE</b>                     | \$ | 27,066.45 |  |

Balance to finish, including retainage: \$ 42,626.55

Contract Time Remaining (If applicable) N/A Completion Date April 15, 2024

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:** Alpha Landscapes  
 Signature: Andrew Doyle Date: 12/22/2023  
Signature Date

**Engineer / Consultant Approval:** Snyder & Associates  
 Signature: [Signature] Date: 12/22/2023  
Signature Date

**City of Ankeny Staff Approval:**  
 Signature: Leslie Hart Date: 12/28/23  
Signature Date

**Submit to:** Leslie Hart  
**E-mail:** Lhart@ankenyiowa.gov **Phone:** 515-963-3548 **Fax:** 515-963-3548

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## CONTRACT PRICE DETAIL

| ITEM NO.         | DESCRIPTION<br>(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 |
|------------------|---------------------------------------------------------------------------------------|-------|----------------------------|-----------------------------------|----------------|--------------|----------------|--------------------------------|-----------------------------|------------------------------------------|-------------------------|-------------------------------|--------------------|------------------|
| <b>EARTHWORK</b> |                                                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 1                | Mobilization                                                                          | LS    | 1                          |                                   | 1              | \$ 5,595.00  | \$ 5,595.00    | 0.00                           | \$ -                        |                                          | 0.00                    | \$ -                          | 1                  | 0.00%            |
| 2                | Temporary Traffic Control                                                             | LS    | 1                          |                                   | 1              | \$ 2,500.00  | \$ 2,500.00    | 0.00                           | \$ -                        |                                          | 0.00                    | \$ -                          | 1                  | 0.00%            |
| 3                | Perennials, 1 Gallon Container, w/ Warranty                                           | EA    | 218                        |                                   | 218            | \$ 22.00     | \$ 4,796.00    | 0.00                           | \$ -                        |                                          | 0.00                    | \$ -                          | 218                | 0.00%            |
| 4                | Ornamental Grasses, 1 Gallon Container, w/ Warranty                                   | EA    | 106                        |                                   | 106            | \$ 22.00     | \$ 2,332.00    | 0.00                           | \$ -                        |                                          | 0.00                    | \$ -                          | 106                | 0.00%            |
| 5                | Off-site Amended Topsoil, 12" Depth                                                   | CY    | 53                         |                                   | 53             | \$ 90.00     | \$ 4,770.00    | 42.40                          | \$ 3,816.00                 |                                          | 42.40                   | \$ 3,816.00                   | 11                 | 80.00%           |
| 6                | Rock Mulch, 3" Depth, 1 1/2" Clean River Rock w/ Commercial Grade Landscape Fabric    | TN    | 23                         |                                   | 23             | \$ 250.00    | \$ 5,750.00    | 0.00                           | \$ -                        |                                          | 0.00                    | \$ -                          | 23                 | 0.00%            |
| 7                | Conventional Seeding and Fertilizing, Type 6 Salt-resistant Mixer, and Bonded Fiber M | LS    | 1                          |                                   | 1              | \$ 1,500.00  | \$ 1,500.00    | 0.00                           | \$ -                        |                                          | 0.00                    | \$ -                          | 1                  | 0.00%            |
| 8                | Electrical Service for Irrigation System                                              | LS    | 1                          |                                   | 1              | \$ 11,500.00 | \$ 11,500.00   | 0.80                           | \$ 9,200.00                 |                                          | 0.80                    | \$ 9,200.00                   | 0                  | 0.00%            |
| 9                | Drip Irrigation System                                                                | LS    | 3                          |                                   | 1              | \$ 30,950.00 | \$ 30,950.00   | 0.50                           | \$ 15,475.00                |                                          | 0.50                    | \$ 15,475.00                  | 1                  | 50.00%           |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 69,693.00 PAY PERIOD = \$ 28,491.00

COMPLETED = \$ 28,491.00

40.88%





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #9 in the amount of \$19,597.00 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #9</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive HMA Resurfacing  
Contractor: Civil Design Advantage  
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322  
Finance Budget Code: 895.3895.4210 Finance Project #: 895.4210  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: March 6, 2023 Vendor Account #: 2407

Date of Council Meeting: January 16, 2024 Payment Application #: 9

Payment Period: From: November 6, 2023 Through: December 31, 2023

## Contract Summary:

|                                          |    |            |           |
|------------------------------------------|----|------------|-----------|
| Original Contract Amount:                | \$ | 218,864.00 |           |
| Net Change by Change Orders:             | \$ | -          |           |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 218,864.00 |           |
| Total Completed and Stored to Date:      | \$ | 160,037.68 |           |
| Retainage: <u>0</u> % of Completed Work: | \$ | -          |           |
| Total Earned Less Retainage:             | \$ | 160,037.68 |           |
| Less Previous Applications for Payment:  | \$ | 140,440.68 |           |
| SUBTOTAL:                                | \$ |            | 19,597.00 |
| OTHER CHARGES:                           | \$ |            | -         |
| CURRENT PAYMENT DUE:                     | \$ |            | 19,597.00 |
| Balance to Finish, Including Retainage:  | \$ | 58,826.32  |           |
| Contract Time Remaining:                 |    | -          |           |

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:

Civil Design Advantage

Firm Name

Signature

1/4/2024

Date

## City of Ankeny Staff Approval:

Signature

1/8/2024

Date

Submit to:

Jim Haberichter, P.E.

E-mail:

[JHaberichter@AnkenyIowa.gov](mailto:JHaberichter@AnkenyIowa.gov)

Phone Number:

(515) 963-3536

Date Printed: 1/4/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date              | Amount       |
|-----|-------------------|--------------|
| 1   | April 3, 2023     | \$ 14,652.14 |
| 2   | April 15, 2023    | \$ 3,703.70  |
| 3   | June 5, 2023      | \$ 20,142.70 |
| 4   | June 19, 2023     | \$ 5,755.33  |
| 5   | July 6, 2023      | \$ 2,717.25  |
| 6   | September 5, 2023 | \$ 29,099.50 |
| 7   | October 16, 2023  | \$ 18,874.50 |
| 8   | November 18, 2023 | \$ 45,495.56 |
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## Previous Applications for Payment:

| No. | Date | Amount |
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| 36  |      |        |
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PREVIOUS PAY APPS TOTAL = \$ 140,440.68

## Record of Change Orders:

| No. | Date | Amount |
|-----|------|--------|
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CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period: \_\_\_\_\_  
Construction Start Date: \_\_\_\_\_

## Substantial Completion:

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

## Full Completion:

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

|                        |          |                                         |        |          |                    |
|------------------------|----------|-----------------------------------------|--------|----------|--------------------|
| Project                | 2301.073 | C. of Ankeny - 36th/Weigel HMA Overlays |        | Invoice  | 43405              |
| Engineer 2             |          | 4.00                                    | 106.00 | 424.00   |                    |
| Engineer 8             |          | 4.50                                    | 179.00 | 805.50   |                    |
| Technician 4           |          | 17.00                                   | 97.00  | 1,649.00 |                    |
| Technician 5           |          | 1.50                                    | 108.00 | 162.00   |                    |
| Technician 7           |          | 45.50                                   | 129.00 | 5,869.50 |                    |
| <b>Total Labor</b>     |          |                                         |        |          | <b>10,140.00</b>   |
| <b>Total this Task</b> |          |                                         |        |          | <b>\$10,140.00</b> |

Task 404 Front Ends/Project Manual  
**Professional Personnel**

|                           | Hours | Rate   | Amount   |                   |
|---------------------------|-------|--------|----------|-------------------|
| Principal/Senior Engineer | 7.00  | 205.00 | 1,435.00 |                   |
| Engineer 8                | .50   | 179.00 | 89.50    |                   |
| <b>Total Labor</b>        |       |        |          | <b>1,524.50</b>   |
| <b>Total this Task</b>    |       |        |          | <b>\$1,524.50</b> |

Task 405 Estimated Construction Costs  
**Total this Task 0.00**

Task 504 Bidding Services  
**Total this Task 0.00**

Task 505 Bid Letting Services  
**Total this Task 0.00**

Task 701 Allendar Butzke - Geotechnical Invest.  
**Total this Task 0.00**

Task 998 Permits & Fees  
**Total this Task 0.00**

Task 999 Reimbursable Expenses  
**Total this Task 0.00**

|                           |                |              |                |                           |
|---------------------------|----------------|--------------|----------------|---------------------------|
| <b>Billing Limits</b>     | <b>Current</b> | <b>Prior</b> | <b>To-Date</b> |                           |
| Total Billings            | 19,597.00      | 140,440.68   | 160,037.68     |                           |
| Limit                     |                |              | 218,864.00     |                           |
| Remaining                 |                |              | 58,826.32      |                           |
| <b>Total this Invoice</b> |                |              |                | <b><u>\$19,597.00</u></b> |

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Joshua Trygstad





CIVIL ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

January 4, 2024

Attn: Jim Haberichter, P.E.  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: Billing Information Report #9  
NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing  
Ankeny, Iowa  
CDA 2301.073

Dear Jim:

Enclosed, please find a copy of Billing Information Report #9 for the NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage updated preliminary overall plans, started required revisions on HMA Resurfacing Final Plans and started on front end contract documents.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.  
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #8 in the amount of \$1,358.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.

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                                                                                            |
|  <a href="#">Payment #8</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Otter Creek Trunk Sewer Extension - Phase 4  
**Contractor:** Civil Design Advantage  
**Address:** 4121 NW Urbandale Drive, Urbandale, IA 50322  
**Finance Budget Code:** 655.3655.4210 **Finance Project Code:** 655.4210  
**Vendor Project or Invoice #:** \_\_\_\_\_ **PO #** \_\_\_\_\_  
**Original Contract Date:** May 15, 2023 **Vendor #** 2407

**Date of Council Meeting** 1/16/2024 **PAYMENT REQUEST #** 8  
**PAYMENT PERIOD:** From: 12/04/23 through: 12/31/23

## Contract Summary

|                                                |    |                   |                 |
|------------------------------------------------|----|-------------------|-----------------|
| Original Contract Amount:                      | \$ | <u>148,500.00</u> |                 |
| Net change by Change Orders:                   | \$ | <u>-</u>          |                 |
| Contract Amount to Date: (line 1 ± 2)          | \$ | <u>148,500.00</u> |                 |
| Total completed and stored to date:            | \$ | <u>77,672.28</u>  |                 |
| Retainage: _____ % of Completed Work:          | \$ | <u>-</u>          |                 |
| Total Earned less Retainage:                   | \$ | <u>77,672.28</u>  |                 |
| Less previous applications for payment:        | \$ | <u>76,314.28</u>  |                 |
| SUBTOTAL                                       | \$ |                   | <u>1,358.00</u> |
| OTHER CHARGES (Please attach an itemized list) | \$ |                   | <u>-</u>        |
| CURRENT PAYMENT DUE                            | \$ |                   | <u>1,358.00</u> |

Balance to finish, including retainage: \$ 70,827.72

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:** \_\_\_\_\_  
Firm Name

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Engineer/Consultant Approval:** Civil Design Advantage  
Firm Name

Eric Schultz  
Signature \_\_\_\_\_ Date 01/04/2024

**City of Ankeny Staff Approval:** Donald Cook  
Signature \_\_\_\_\_ Date 1/4/24

**Submit to:** \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

Date Printed: 1/4/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

| #  | Date       | Amount       |
|----|------------|--------------|
| 1  | 6/19/2023  | \$ 15,410.28 |
| 2  | 7/17/2023  | \$ 25,623.00 |
| 3  | 8/21/2023  | \$ 8,896.50  |
| 4  | 9/18/2023  | \$ 14,921.00 |
| 5  | 10/16/2023 | \$ 8,096.50  |
| 6  | 11/20/2023 | \$ 2,216.00  |
| 7  | 12/18/2023 | \$ 1,151.00  |
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TOTAL \$ 76,314.28

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## Record of Change Orders

| #     | Date | Amount |
|-------|------|--------|
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| 19    |      |        |
| 20    |      |        |
| TOTAL |      | \$ -   |

## Contract Time Remaining:

| CONTRACT PERIOD:         | CALENDAR DAYS |
|--------------------------|---------------|
| Original Contract Date:  | May 15, 2023  |
| Original Contract Time:  |               |
| Added by Change Order:   |               |
| Contract Time to Date:   | 0             |
| Time Used to Date:       |               |
| Contract Time Remaining: | 0             |



**Invoice**

Civil Design Advantage LLC  
4121 NW Urbandale Drive  
Urbandale, Iowa 50322  
(515) 369-4400

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

January 4, 2024  
Project No: 2304.288  
Invoice No: 43406  
Due Date: February 3, 2024

Project 2304.288 C. Ankeny - Otter Creek Trunk Sewer Ph 4  
**Professional Services from December 4, 2023 through December 31, 2023**

|      |     |                      |                        |             |
|------|-----|----------------------|------------------------|-------------|
| Task | 103 | Topo/Boundary Survey |                        |             |
|      |     |                      | <b>Total this Task</b> | <b>0.00</b> |

|      |     |                              |                        |             |
|------|-----|------------------------------|------------------------|-------------|
| Task | 206 | Wetland Services (Impact 7G) |                        |             |
|      |     |                              | <b>Total this Task</b> | <b>0.00</b> |

|                               |                    |                                  |                        |                   |
|-------------------------------|--------------------|----------------------------------|------------------------|-------------------|
| Task                          | 302                | Construction Drawing Preparation |                        |                   |
| <b>Professional Personnel</b> |                    |                                  |                        |                   |
|                               |                    |                                  | <b>Hours</b>           | <b>Rate</b>       |
|                               |                    |                                  |                        | <b>Amount</b>     |
|                               | Engineer 2         |                                  | 3.00                   | 106.00            |
|                               | Engineer 7         |                                  | 5.00                   | 167.00            |
|                               |                    |                                  |                        |                   |
|                               | <b>Total Labor</b> |                                  |                        | <b>1,153.00</b>   |
|                               |                    |                                  | <b>Total this Task</b> | <b>\$1,153.00</b> |

|      |     |                           |                        |             |
|------|-----|---------------------------|------------------------|-------------|
| Task | 701 | Soils Investigation (ABE) |                        |             |
|      |     |                           | <b>Total this Task</b> | <b>0.00</b> |

|                               |                           |                |                        |                 |
|-------------------------------|---------------------------|----------------|------------------------|-----------------|
| Task                          | 998                       | Permits & Fees |                        |                 |
| <b>Professional Personnel</b> |                           |                |                        |                 |
|                               |                           |                | <b>Hours</b>           | <b>Rate</b>     |
|                               |                           |                |                        | <b>Amount</b>   |
|                               | Principal/Senior Engineer |                | 1.00                   | 205.00          |
|                               | <b>Total Labor</b>        |                |                        | <b>205.00</b>   |
|                               |                           |                | <b>Total this Task</b> | <b>\$205.00</b> |

|      |     |                       |                        |             |
|------|-----|-----------------------|------------------------|-------------|
| Task | 999 | Reimbursable Expenses |                        |             |
|      |     |                       | <b>Total this Task</b> | <b>0.00</b> |

|                       |                |              |                           |                          |
|-----------------------|----------------|--------------|---------------------------|--------------------------|
| <b>Billing Limits</b> | <b>Current</b> | <b>Prior</b> | <b>To-Date</b>            |                          |
| Total Billings        | 1,358.00       | 76,314.28    | 77,672.28                 |                          |
| Limit                 |                |              | 148,500.00                |                          |
| Remaining             |                |              | 70,827.72                 |                          |
|                       |                |              | <b>Total this Invoice</b> | <b><u>\$1,358.00</u></b> |

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Eric Schulte



CIVIL ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

January 04, 2024

Attn: Don Clark, P.E.  
City of Ankeny, Director of Municipal Utilities  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: Billing Information Report #8  
Otter Creek Trunk Sewer Extension – Phase 4  
Ankeny, Iowa  
CDA 2304.288

Dear Don:

Enclosed is a copy of Billing Information Report #8 for Otter Creek Trunk Sewer Extension – Phase 4.

During this time, Civil Design Advantage has addressed permit comments and sent for signature, prepared and signed final plans for the Otter Creek Trunk Sewer Extension – Phase 4 project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Eric Schulte, P.E.  
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #35 in the amount of \$49,724.24 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

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                                                                                             |
|  <a href="#">Payment #35</a> |

# 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 16, 2024 **PAYMENT REQUEST #** 35  
**PAYMENT PERIOD:** From: April 1, 2023 Through: November 30, 2023

## Contract Summary

|                                         |    |              |           |
|-----------------------------------------|----|--------------|-----------|
| Original Contract Amount:               | \$ | 237,720.00   |           |
| Net change by Change Orders:            | \$ | 2,127,635.00 |           |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 2,365,355.00 |           |
| Total completed and stored to date:     | \$ | 2,355,578.64 |           |
| Retainage: 0 % of Completed Work:       | \$ | -            |           |
| Total Earned less Retainage:            | \$ | 2,355,578.64 |           |
| Less previous applications for payment: | \$ | 2,305,854.40 |           |
| SUBTOTAL                                | \$ |              | 49,724.24 |

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 49,724.24

Balance to finish, including retainage: \$ 9,776.36

Contract Time Remaining (If applicable) - Working Days

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

## Construction Contractor Approval:

Firm Name

Signature

Date

## Engineer / Consultant Approval:

Firm Name

Foth Infrastructure and Environment, LLC

Bradley D. Hopkey

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: 2024.01.03 12:53:43 -0500

January 3, 2024

Signature

Date

## City of Ankeny Staff Approval:

Signature

Date

Adam L. Lust

01/03/24

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

E-mail: [ALust@Ankenylowa.gov](mailto:ALust@Ankenylowa.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  |
| 31  | January 17, 2023   | \$ 23,560.68  |
| 32  | March 6, 2023      | \$ 16,063.73  |
| 33  | April 3, 2023      | \$ 13,790.00  |
| 34  | May 1, 2023        | \$ 14,149.82  |
| 35  |                    |               |

## Previous Applications for Payment

| No. | Date | Amount |
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TOTAL \$ 2,305,854.40

## 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 |
| 5   | December 18, 2023 | \$ 59,500.00  |
| 6   |                   |               |
| 7   |                   |               |
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TOTAL \$2,127,635.00

## Working Days

Added by Change Order: \_\_\_\_\_  
Contract Time to Date: \_\_\_\_\_ -  
Time Used to Date: \_\_\_\_\_  
Contract Time Remaining: \_\_\_\_\_ -



**Summary of Services Report - Project Code: 970.4210**

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

**Period:** April 1, 2023 – November 30, 2023

**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 Change Order #6 and Final Pay Request #20
- Project closeout & prep for DOT audit

**Work Scheduled:**

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

- Project closeout & DOT audit
- Complete Ankeny post-construction submittals

**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                        |
| Last Contracted Working Day (130)        | October 12, 2022                     |
| Last Counted Working Day (163)           | November 23, 2022                    |
| Construction Punch List Complete         | December 13, 2022                    |
| Final Change Order #6                    | December 18, 2023                    |
| Final Pay Request #20                    | December 18, 2023                    |
| Certificate of Completion Issued         | December 18, 2023                    |
| Amendment 5                              | December 18, 2023                    |

**General Comments:**

**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

December 20, 2023

Project No: 0018A039.01

Invoice No: 87638

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

**Invoice Total USD 49,724.24**

Project 0018A039.01 West First Street Widening

Professional Services through November 30, 2023

**Professional Personnel**

|                          | Hours  | Rate   | Amount           |
|--------------------------|--------|--------|------------------|
| Project Manager IV       | 1.00   | 199.00 | 199.00           |
| Lead Project Engineer    | 59.50  | 190.00 | 11,305.00        |
| Technician VI            | 2.00   | 137.00 | 274.00           |
| Technician III           | 194.00 | 111.00 | 21,534.00        |
| Technician II            | 18.00  | 97.00  | 1,746.00         |
| Technician I             | 87.50  | 80.00  | 7,000.00         |
| Construction Manager     | 38.00  | 168.00 | 6,384.00         |
| Project Administrator II | 1.00   | 98.00  | 98.00            |
| Totals                   | 401.00 |        | 48,540.00        |
| <b>Total Labor</b>       |        |        | <b>48,540.00</b> |

**Subconsultants 713.84**

**Expenses 470.40**

| Billing Limits | Current   | Prior        | To-Date      |
|----------------|-----------|--------------|--------------|
| Total Billings | 49,724.24 | 2,305,854.40 | 2,355,578.64 |
| Limit          |           |              | 2,365,355.00 |
| Remaining      |           |              | 9,776.36     |

**Total This Invoice USD 49,724.24**

# INVOICE



INVOICE NO: 1814498-0

INVOICE DATE: May 10, 2023

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 4/1/2023 through 4/30/2023  
Reference: Construction Testing Services

| ITEM | QTY  | UNITS | DESCRIPTION                                                            | UNIT PRICE | AMOUNT |
|------|------|-------|------------------------------------------------------------------------|------------|--------|
| 1    | 2.50 | hour  | Field Inspection of PCC Paving - Handwork                              | 49.00      | 122.50 |
| 2    | 2.00 | hour  | Sample Pickup                                                          | 49.00      | 98.00  |
| 3    | 2.00 | test  | Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory | 50.00      | 100.00 |
| 4    | 4.00 | test  | Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds      | 15.00      | 60.00  |
| 5    | 5.00 | mile  | Transportation Charges, Private Car or Company Vehicle                 | 0.98       | 4.90   |
| 6    | 5.00 | mile  | Fuel Surcharge                                                         | 0.14       | 0.70   |

Invoice Total: 386.10

Amount Received: \$0.00

Amount Due: **\$386.10**

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

## Billing summary through: 5/10/2023

Total billed: \$30,716.47  
Total Received: \$30,330.37  
Balance: \$386.10

## Budget summary through: 05/10/2023

Project Budget: \$25,484.22  
Total Billed: \$30,716.47  
Budget Remaining: (\$5,232.25)

## Pay by Credit Card

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

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email



# INVOICE



INVOICE NO: 1814852-0

INVOICE DATE: June 14, 2023

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 5/1/2023 through 5/31/2023  
Reference: Construction Testing Services

| ITEM | QTY   | UNITS | DESCRIPTION                                            | UNIT PRICE | AMOUNT |
|------|-------|-------|--------------------------------------------------------|------------|--------|
| 1    | 0.50  | hour  | Field Inspection of PCC Paving - Mainline              | 49.00      | 24.50  |
| 2    | 3.00  | hour  | Field Inspection of PCC Paving - Handwork              | 49.00      | 147.00 |
| 3    | 2.00  | hour  | Sample Pickup                                          | 49.00      | 98.00  |
| 4    | 52.00 | mile  | Transportation Charges, Private Car or Company Vehicle | 0.98       | 50.96  |
| 5    | 52.00 | mile  | Fuel Surcharge                                         | 0.14       | 7.28   |

Invoice Total: 327.74

Amount Received: \$0.00

Amount Due: **\$327.74**

Foth project # 18A039.014 Phase 85 Task 855

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

## Billing summary through: 6/14/2023

Total billed: \$31,044.21  
Total Received: \$30,330.37  
Balance: \$713.84

## Budget summary through: 06/15/2023

Project Budget: \$25,484.22  
Total Billed: \$31,044.21  
Budget Remaining: (\$5,559.99)

## Pay by Credit Card

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

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #6 in the amount of \$226,919.29 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #6</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer  
Contractor: J&K Contracting  
Address: 10703 Justin Drive, Urbandale, Iowa 50322  
Fin ## 660.3660.4452 Finance Project #: 660.4452  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: April 3, 2023 Vendor Account #: 8611

Date of Council Meeting: January 16, 2024 Payment Application #: 6

Payment Period: From: November 30, 2023 Through: December 31, 2023

## Contract Summary:

|                                          |    |              |            |
|------------------------------------------|----|--------------|------------|
| Original Contract Amount:                | \$ | 2,000,000.00 |            |
| Net Change by Change Orders:             | \$ | 11,000.00    |            |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 2,011,000.00 |            |
| Total Completed to Date:                 | \$ | 1,656,872.00 |            |
| Retainage: <u>5</u> % of Completed Work: | \$ | 82,843.60    |            |
| Total Earned Less Retainage:             | \$ | 1,574,028.40 |            |
| Less Previous Applications for Payment:  | \$ | 1,446,359.46 |            |
| SUBTOTAL:                                |    |              | 127,668.94 |

OTHER CHARGES: **STORED MATERIALS** 99,250.35

CURRENT PAYMENT DUE: \$ 226,919.29

Balance to Finish, Including Retainage: \$ 337,721.25

Contract Time Remaining: 17.00 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: J&K Contracting

Firm Name

Signature

Date 1/3/24

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC

Firm Name

Signature

Date 1/3/24

City of Ankeny Staff Approval:

Signature

Date 1/3/24

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@anknyiaowa.gov

Phone Number: 515-963-3529

Date Printed: 12/29/2023

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date               | Amount        |
|-----|--------------------|---------------|
| 1   | August 11, 2023    | \$ 635,203.02 |
| 2   | August 31, 2023    | \$ 148,592.38 |
| 3   | September 30, 2023 | \$ 359,094.57 |
| 4   | October 31st, 2023 | \$ 257,584.49 |
| 5   | November 30, 2023  | \$ 45,885.00  |
| 6   |                    |               |
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| 35  |                    |               |

## Previous Applications for Payment:

| No. | Date | Amount |
|-----|------|--------|
| 36  |      |        |
| 37  |      |        |
| 38  |      |        |
| 39  |      |        |
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| 69  |      |        |
| 70  |      |        |

PREVIOUS PAY APPS TOTAL = \$ 1,446,359.46

## Record of Change Orders:

| No. | Date             | Amount      |
|-----|------------------|-------------|
| 1   | August 31, 2023  | \$ 7,500.00 |
| 2   | November 8, 2023 | \$ 3,500.00 |
| 3   |                  |             |
| 4   |                  |             |
| 5   |                  |             |
| 6   |                  |             |
| 7   |                  |             |
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| 14  |                  |             |
| 15  |                  |             |

CHANGE ORDER TOTAL = \$ 11,000.00

## Contract Time Remaining:

|                          |              |
|--------------------------|--------------|
| Contract Period:         | Working Days |
| Construction Start Date: |              |

## Substantial Completion:

|                            |       |
|----------------------------|-------|
| Contract Working Days:     | 110.0 |
| Added by Change Order:     |       |
| Total Working Days:        | 110.0 |
| Working Days Used to Date: | 93.0  |
| Working Days Remaining:    | 17.0  |

## 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 |

| ITEM NO.                                 | DESCRIPTION<br>(Include Change Order # if Applicable)                     | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY ORDER) | TOTAL QUANTITY | UNIT PRICE    | EXTENDED PRICE  | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|------------------------------------------|---------------------------------------------------------------------------|-------|----------------------------|----------------------------|----------------|---------------|-----------------|--------------------------------|-----------------------------|------------------------------|-------------------------|-------------------------------|--------------------|------------------|
| EARTHWORK                                |                                                                           |       |                            |                            |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 2.1                                      | CLEARING AND GRUBBING                                                     | ACRE  | 3.70                       | 0.00                       | 3.70           | \$ 9,000.00   | \$ 33,300.00    |                                | \$ -                        |                              | 3.70                    | \$ 33,300.00                  | 0.00               | 100.00%          |
| SEWERS AND DRAINS                        |                                                                           |       |                            |                            |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 4.1                                      | SANITARY SEWER GRAVITY MAIN, TRENCHED, P.V.C. 30 IN.                      | LF    | 1,260.00                   | 0.00                       | 1,260.00       | \$ 250.00     | \$ 315,000.00   |                                | \$ -                        |                              | 1,144.00                | \$ 286,000.00                 | 116.00             | 90.79%           |
| 4.2                                      | SANITARY SEWER GRAVITY MAIN, TRENCHLESS, P.V.C. 30 IN.                    | LF    | 1,172.00                   | 0.00                       | 1,172.00       | \$ 950.00     | \$ 1,113,400.00 |                                | \$ -                        |                              | 913.00                  | \$ 867,350.00                 | 259.00             | 77.90%           |
| 4.3                                      | SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, P.V.C. 30 IN.   | LF    | 110.00                     | 0.00                       | 110.00         | \$ 2,000.00   | \$ 220,000.00   |                                | \$ -                        |                              | 110.00                  | \$ 220,000.00                 | 0.00               | 100.00%          |
| STRUCTURES FOR SANITARY AND STORM SEWERS |                                                                           |       |                            |                            |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 6.1                                      | MANHOLE, SANITARY SEWER, SM-301, 60 IN.                                   | EA    | 9.00                       | 0.00                       | 9.00           | \$ 14,500.00  | \$ 130,500.00   | 0.00                           | \$ -                        |                              | 7.50                    | \$ 110,200.00                 | 1.40               | 84.44%           |
| 6.2                                      | CONNECTION TO EXISTING SANITARY MANHOLE                                   | EA    | 1.00                       | 0.00                       | 1.00           | \$ 8,000.00   | \$ 8,000.00     |                                | \$ -                        |                              | 1.00                    | \$ 8,000.00                   | 0.00               | 100.00%          |
| TRAFFIC CONTROL                          |                                                                           |       |                            |                            |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 8.1                                      | TRAFFIC CONTROL                                                           | LS    | 1.00                       | 0.00                       | 1.00           | \$ 5,000.00   | \$ 5,000.00     |                                | \$ -                        |                              | 0.50                    | \$ 2,500.00                   | 0.50               | 50.00%           |
| SITE WORK AND LANDSCAPING                |                                                                           |       |                            |                            |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 9.1                                      | CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE) | ACRE  | 2.90                       | 0.00                       | 2.90           | \$ 1,500.00   | \$ 4,350.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 2.90               | 0.00%            |
| 9.2                                      | WETLAND SEEDING                                                           | ACRE  | 0.80                       | 0.00                       | 0.80           | \$ 4,000.00   | \$ 3,200.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 0.80               | 0.00%            |
| 9.3                                      | CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)       | ACRE  | 3.70                       | 0.00                       | 3.70           | \$ 700.00     | \$ 2,590.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 3.70               | 0.00%            |
| 9.4                                      | MULCHING, BONDED FIBER MATRIX                                             | ACRE  | 7.40                       | 0.00                       | 7.40           | \$ 5,000.00   | \$ 37,000.00    |                                | \$ -                        |                              | 1.75                    | \$ 8,750.00                   | 5.65               | 23.65%           |
| 9.5                                      | FILTER SOCK, INSTALLATION                                                 | LF    | 2,000.00                   | 0.00                       | 2,000.00       | \$ 2.00       | \$ 4,000.00     |                                | \$ -                        |                              | 125.00                  | \$ 250.00                     | 1,875.00           | 6.25%            |
| 9.6                                      | FILTER SOCK, REMOVAL OF DEVICE                                            | LF    | 2,000.00                   | 0.00                       | 2,000.00       | \$ 0.25       | \$ 500.00       |                                | \$ -                        |                              | 0.00                    | \$ -                          | 2,000.00           | 0.00%            |
| 9.7                                      | SILT FENCE, INSTALLATION                                                  | LF    | 3,000.00                   | 0.00                       | 3,000.00       | \$ 2.00       | \$ 6,000.00     |                                | \$ -                        |                              | 1,056.00                | \$ 2,112.00                   | 1,944.00           | 35.20%           |
| 9.8                                      | SILT FENCE, REMOVAL OF DEVICE                                             | LF    | 3,000.00                   | 0.00                       | 3,000.00       | \$ 0.25       | \$ 750.00       |                                | \$ -                        |                              | 0.00                    | \$ -                          | 3,000.00           | 0.00%            |
| 9.9                                      | SURFACE RESTORATION HAUL ROUTES                                           | LS    | 1.00                       | 0.00                       | 1.00           | \$ 9,000.00   | \$ 9,000.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 1.00               | 0.00%            |
| MOBILIZATION                             |                                                                           |       |                            |                            |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 11.1                                     | MOBILIZATION                                                              | LS    | 1.00                       | 0.00                       | 1.00           | \$ 107,410.00 | \$ 107,410.00   |                                | \$ -                        |                              | 1.00                    | \$ 107,410.00                 | 0.00               | 100.00%          |
| CHANGE ORDER ITEMS                       |                                                                           |       |                            |                            |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 12.1                                     | CLEARING AND GRUBBING FOR BORE PIT                                        | LS    | 0.00                       | 1.00                       | 1.00           | \$ 7,500.00   | \$ 7,500.00     | 1.00                           | \$ 7,500.00                 |                              | 1.00                    | \$ 7,500.00                   | 0.00               | 100.00%          |
| 12.2                                     | CLEARING AND GRUBBING FOR MANHOLE 3 BORE PIT                              | LS    | 0.00                       | 1.00                       | 1.00           | \$ 3,500.00   | \$ 3,500.00     | 1.00                           | \$ 3,500.00                 |                              | 1.00                    | \$ 3,500.00                   | 0.00               | 100.00%          |
|                                          |                                                                           |       |                            |                            | 0.00           |               |                 |                                | \$ -                        |                              |                         |                               | 0.00               | 0.00%            |
|                                          |                                                                           |       |                            |                            | 0.00           |               |                 |                                | \$ -                        |                              |                         |                               | 0.00               | 0.00%            |
|                                          |                                                                           |       |                            |                            | 0.00           |               |                 |                                | \$ -                        |                              |                         |                               | 0.00               | 0.00%            |

82.39%



# **MATERIALS STORED SUMMARY**

| Description                                          | Unit | Total Units | Unit Price   | Ext. Cost        |
|------------------------------------------------------|------|-------------|--------------|------------------|
| MANHOLE, SANITARY SEWER, SW-301, 60 IN.              | LS   | 0           | \$ 35,744.00 | \$ -             |
| SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.   | LF   | 0           | \$ 129.25    | \$ -             |
| SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN. | LF   | 264         | \$ 375.95    | \$ 99,250.35     |
| <b>SUBTOTAL</b>                                      |      |             |              | <b>99,250.35</b> |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Enhance Quality of Life

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #36 in the amount of \$3,350.77 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                 |
|  <a href="#">Pay Application</a> |

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Ankeny Senior Community Center  
**Contractor:** Shive-Hattery  
**Address:** PO Box 1599 - Cedar Rapids, Iowa 52106-1599  
**Finance Budget Code:** 905.2905.4210 **Finance Project #** 905.421  
**Vendor Project or Invoice #:** 4185992-36 **PO #**   
**Original Contract Date:** October 28, 2019 **Vendor #** 8471

**Date of Council Meeting:** January 16, 2024 ✓ **PAYMENT REQUEST #** 36 ✓  
**PAYMENT PERIOD:** From: November 25, 2023 Through: December 22, 2023

### Contract Summary

|                                          |    |            |   |
|------------------------------------------|----|------------|---|
| Original Contract Amount:                | \$ | 601,000.00 |   |
| Net change by Change Orders:             | \$ | 167,200.00 |   |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 768,200.00 | ✓ |
| Total completed and stored to date:      | \$ | 765,187.19 |   |
| Retainage: <u>0</u> % of Completed Work: | \$ | -          |   |
| Total Earned less Retainage:             | \$ | 765,187.19 |   |
| Less previous applications for payment:  | \$ | 761,836.42 | ✓ |
| SUBTOTAL                                 | \$ | 3,350.77   | ✓ |

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,350.77

Balance to finish, including retainage: \$ 3,012.81 ✓

Contract Time Remaining (If applicable) - Working Days

172,021

**Construction Contractor Approval:** Shive-Hattery  
Firm Name  
Lindsey Mathews December 26, 2023  
Signature Date

**Engineer / Consultant Approval:**  
Firm Name  
\_\_\_\_\_  
Signature Date

**City of Ankeny Staff Approval:**  
Mike Schrock 12/29/2023  
Signature Date

**Submit to:** Mike Schrock  
**E-mail:** mschrock@ankenyiowa.gov **Phone:** (515) 965-6426 **Fax:** (515) 963-3537

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

| No. | Date               | Amount        |
|-----|--------------------|---------------|
| 1   | November 26, 2019  | \$ 11,360.31  |
| 2   | January 6, 2020    | \$ 102,092.10 |
| 3   | February 4, 2020   | \$ 56,760.84  |
| 4   | March 13, 2020     | \$ 156,169.56 |
| 5   | May 8, 2020        | \$ 143,061.64 |
| 6   | June 19, 2020      | \$ 29,757.40  |
| 7   | September 17, 2020 | \$ 8,679.20   |
| 8   | October 16, 2020   | \$ 40,268.17  |
| 9   | November 13, 2020  | \$ 20,723.00  |
| 10  | January 15, 2021   | \$ 8,665.00   |
| 11  | February 12, 2021  | \$ 19,300.00  |
| 12  | March 12, 2021     | \$ 15,362.73  |
| 13  | April 23, 2021     | \$ 4,496.35   |
| 14  | June 25, 2021      | \$ 19,246.07  |
| 15  | July 30, 2021      | \$ 8,269.18   |
| 16  | September 17, 2021 | \$ 19,013.19  |
| 17  | October 15, 2021   | \$ 35,971.80  |
| 18  | November 12, 2021  | \$ 10,077.64  |
| 19  | December 5, 2021   | \$ 3,003.33   |
| 20  | January 14, 2022   | \$ 9,293.28   |
| 21  | February 11, 2022  | \$ 2,275.40   |
| 22  | March 11, 2022     | \$ 3,334.30   |
| 23  | April 22, 2022     | \$ 4,974.40   |
| 24  | May 26, 2022       | \$ 2,347.80   |
| 25  | August 2, 2022     | \$ 6,197.31   |
| 26  | October 7, 2022    | \$ 4,255.40   |
| 27  | November 11, 2021  | \$ 960.70     |
| 28  | January 27, 2023   | \$ 3,812.51   |
| 29  | March 21, 2023     | \$ 750.10     |
| 30  | May 17, 2023       | \$ 499.50     |
| 31  | June 16, 2023      | \$ 818.71     |
| 32  | July 26, 2023      | \$ 258.50     |
| 33  | September 29, 2023 | \$ 1,213.00   |
| 34  | October 28, 2023   | \$ 881.00     |
| 35  | November 24, 2023  | \$ 7,687.00   |

Previous Applications for Payment

| No. | Date | Amount |
|-----|------|--------|
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PREVIOUS PAY APP TOTAL = \$ 761,836.42

Record of Change Orders

| No. | Date                | Amount       |
|-----|---------------------|--------------|
| 1   | Geothermal Wells    | \$ 24,000.00 |
| 2   | Parking Lot & Storm | \$ 16,400.00 |
| 3   | Amendment #3        | \$ 28,900.00 |
| 4   | Amendment #4        | \$ 19,900.00 |
| 5   | Amendment #5        | \$ 20,000.00 |
| 6   | Amendment #6        | \$ 10,500.00 |
| 7   | Amendment #7        | \$ 5,000.00  |
| 8   | Amendment #8        | \$ 15,000.00 |
| 9   | Amendment #9        | \$ 10,000.00 |
| 10  | Amendment #10       | \$ 10,000.00 |
| 11  | Amendment #11       | \$ 7,500.00  |
| 12  |                     |              |
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| 25  |                     |              |

CHANGE ORDER TOTAL = \$ 167,200.00

Contract Time Remaining

| Contract Period:         | Working Days |
|--------------------------|--------------|
| Original Contract Date:  |              |
| Original Contract Time:  |              |
| Added by Change Order:   |              |
| Contract Time to Date:   | 0.0          |
| Time Used to Date:       |              |
| Contract Time Remaining: | 0.0          |



December 26, 2023

Invoice No: 4185992 - 38

Mike Schrock  
City of Ankeny, IA  
220 West First St.  
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services

Services provided through December 22, 2023:

| Phase                             | 02 | Base Contract |              |                     |                         |                         |
|-----------------------------------|----|---------------|--------------|---------------------|-------------------------|-------------------------|
|                                   |    |               | Total<br>Fee | Percent<br>Complete | Fee<br>Earned           | Previous<br>Fee Billing |
|                                   |    |               |              |                     |                         | Current Fee<br>Billing  |
| Schematic Design                  |    |               | 113,400.00   | 100.00              | 113,400.00              | 113,400.00              |
| Design Development                |    |               | 113,400.00   | 100.00              | 113,400.00              | 113,400.00              |
| Construction Documents            |    |               | 198,450.00   | 100.00              | 198,450.00              | 198,450.00              |
| Bid                               |    |               | 28,350.00    | 100.00              | 28,350.00               | 28,350.00               |
| Construction Administration       |    |               | 113,400.00   | 100.00              | 113,400.00              | 113,400.00              |
| Amend. #1 Geothermal Wells        |    |               | 24,000.00    | 100.00              | 24,000.00               | 24,000.00               |
| Amend. #2 Parking Lot & Storm     |    |               | 14,900.00    | 100.00              | 14,900.00               | 14,900.00               |
| Reimbursables                     |    |               | 16,500.00    | 100.00              | 16,500.00               | 16,500.00               |
| M/E Commissioning                 |    |               | 19,000.00    | 100.00              | 19,000.00               | 19,000.00               |
| Amend. #3 BECx Commissioning      |    |               | 28,900.00    | 100.00              | 28,900.00               | 28,900.00               |
| Amend. #4 FF&E Design             |    |               | 19,900.00    | 100.00              | 19,900.00               | 19,900.00               |
| Amend. #5 Parking Lot Replacement |    |               | 20,000.00    | 100.00              | 20,000.00               | 20,000.00               |
| Amend. #6 Paving Observation      |    |               | 10,500.00    | 100.00              | 10,500.00               | 10,500.00               |
| Amend. #7 Floor Plan Changes      |    |               | 5,000.00     | 100.00              | 5,000.00                | 5,000.00                |
| Amend #8 Add CA Services (Hrly)   |    |               | 15,000.00    | 100.00              | 15,000.00               | 15,000.00               |
| Amend #9 Add CA Services (Hrly)   |    |               | 10,000.00    | 100.00              | 10,000.00               | 10,000.00               |
| Amend #10 Add CA Services (Hrly)  |    |               | 10,000.00    | 100.00              | 10,000.00               | 10,000.00               |
| Amend #11 Add CA Services (Hrly)  |    |               | 7,500.00     | 59.8292             | 4,487.19                | 1,136.42                |
| Total Fee                         |    |               | 768,200.00   |                     | 765,187.19              | 761,836.42              |
|                                   |    |               |              |                     |                         | 3,350.77                |
|                                   |    |               | Total Fee    |                     |                         | 3,350.77                |
|                                   |    |               |              |                     | Total this Phase        | \$3,350.77              |
|                                   |    |               |              |                     | AMOUNT DUE THIS INVOICE | \$3,350.77              |

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

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

# Billing Backup

Shive-Hattery, Inc.

Phase 74 C-Admin - Amend-11 Add Services

|                            |                     |            | Hours | Rate   | Total      |
|----------------------------|---------------------|------------|-------|--------|------------|
| Grade 2 Professional Staff |                     |            |       |        |            |
| 010139                     | Marvin, Christopher | 12/12/2023 | .60   | 124.00 | 74.40      |
| 010139                     | Marvin, Christopher | 12/13/2023 | 1.00  | 124.00 | 124.00     |
| Grade 6 Professional Staff |                     |            |       |        |            |
| 000566                     | Hinds, Ronald       | 11/28/2023 | .20   | 185.00 | 37.00      |
| 000566                     | Hinds, Ronald       | 11/29/2023 | .50   | 185.00 | 92.50      |
| 000566                     | Hinds, Ronald       | 11/30/2023 | .50   | 185.00 | 92.50      |
| 000566                     | Hinds, Ronald       | 12/5/2023  | .30   | 185.00 | 55.50      |
| 000566                     | Hinds, Ronald       | 12/6/2023  | 1.00  | 185.00 | 185.00     |
| 000566                     | Hinds, Ronald       | 12/8/2023  | .30   | 185.00 | 55.50      |
| 000566                     | Hinds, Ronald       | 12/20/2023 | .30   | 185.00 | 55.50      |
| 000566                     | Hinds, Ronald       | 12/21/2023 | .30   | 185.00 | 55.50      |
| 000566                     | Hinds, Ronald       | 12/22/2023 | .30   | 185.00 | 55.50      |
| 000040                     | Schroeder, Russell  | 12/5/2023  | .50   | 185.00 | 92.50      |
| 000040                     | Schroeder, Russell  | 12/6/2023  | .50   | 185.00 | 92.50      |
| 000040                     | Schroeder, Russell  | 12/7/2023  | 1.00  | 185.00 | 185.00     |
| 000040                     | Schroeder, Russell  | 12/8/2023  | 1.00  | 185.00 | 185.00     |
| 000040                     | Schroeder, Russell  | 12/12/2023 | 2.00  | 185.00 | 370.00     |
| 000635                     | Steffens, Brian     | 12/5/2023  | .20   | 185.00 | 37.00      |
| 000635                     | Steffens, Brian     | 12/6/2023  | 2.50  | 185.00 | 462.50     |
| 000635                     | Steffens, Brian     | 12/12/2023 | .50   | 185.00 | 92.50      |
| Grade 8 Professional Staff |                     |            |       |        |            |
| 000347                     | Wehr, Todd          | 11/27/2023 | .20   | 221.00 | 44.20      |
| 000347                     | Wehr, Todd          | 11/29/2023 | .30   | 221.00 | 66.30      |
| 000347                     | Wehr, Todd          | 12/4/2023  | .50   | 221.00 | 110.50     |
| 000347                     | Wehr, Todd          | 12/6/2023  | .50   | 221.00 | 110.50     |
| 000347                     | Wehr, Todd          | 12/7/2023  | .30   | 221.00 | 66.30      |
| 000347                     | Wehr, Todd          | 12/11/2023 | .50   | 221.00 | 110.50     |
| 000347                     | Wehr, Todd          | 12/12/2023 | .50   | 221.00 | 110.50     |
| 000347                     | Wehr, Todd          | 12/13/2023 | .30   | 221.00 | 66.30      |
| 000347                     | Wehr, Todd          | 12/14/2023 | .20   | 221.00 | 44.20      |
| Grade 2 Technician         |                     |            |       |        |            |
| 000826                     | Conrad, Kristen     | 11/27/2023 | .20   | 89.00  | 17.80      |
| 000826                     | Conrad, Kristen     | 12/4/2023  | .40   | 89.00  | 35.60      |
| Grade 6 Technician         |                     |            |       |        |            |
| 000588                     | Mathews, Lindsey    | 11/28/2023 | .50   | 141.00 | 70.50      |
| 000588                     | Mathews, Lindsey    | 12/18/2023 | .50   | 141.00 | 70.50      |
| Totals                     |                     |            | 18.40 |        | 3,323.60   |
| Total Labor                |                     |            |       |        | 3,323.60   |
| Total this Phase           |                     |            |       |        | \$3,323.60 |

## Reimbursable Expenses

Reimbursed Exp/Mileage

EX 000000106912 12/6/2023 Steffens, Brian / Ankeny Senior Center 27.17  
Storm Review / observe raised storm  
pipe line / 41.80 miles @ 0.65

Total Reimbursables

27.17

27.17

Total this Report

\$3,350.77



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$37,185.07 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:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                             |
|  <a href="#">Payment #13</a> |

# 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 16, 2024 Payment Application #: 13

Payment Period: From: December 2, 2023 Through: December 31, 2023

## Contract Summary:

|                                          |    |                     |                  |
|------------------------------------------|----|---------------------|------------------|
| Original Contract Amount:                | \$ | <u>5,778,405.00</u> |                  |
| Net Change by Change Orders:             | \$ | <u>-</u>            |                  |
| Contract Amount to Date: (line 1 ± 2)    | \$ | <u>5,778,405.00</u> |                  |
| Total Completed and Stored to Date:      | \$ | <u>5,418,293.23</u> |                  |
| Retainage: <u>5</u> % of Completed Work: | \$ | <u>270,914.66</u>   |                  |
| Total Earned Less Retainage:             | \$ | <u>5,147,378.57</u> |                  |
| Less Previous Applications for Payment:  | \$ | <u>5,110,193.50</u> |                  |
| SUBTOTAL:                                | \$ |                     | <u>37,185.07</u> |
| OTHER CHARGES:                           | \$ |                     | <u>-</u>         |

|                                             |    |                  |
|---------------------------------------------|----|------------------|
| Current Payment Due - Division 1 (629.4450) | \$ | <u>37,185.07</u> |
| Current Payment Due - Division 2 (688.4453) | \$ | <u>-</u>         |
| CURRENT PAYMENT DUE:                        | \$ | <u>37,185.07</u> |

Balance to Finish, Including Retainage: \$ 631,026.43

Contract Time Remaining (Division 1): \_\_\_\_\_ - Working Days  
Contract Time Remaining (Division 2): \_\_\_\_\_ - 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: \_\_\_\_\_ Firm Name: \_\_\_\_\_ Date: 1/5/24

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature: Wally Farnham Firm Name: \_\_\_\_\_ Date: 1/5/24

City of Ankeny Staff Approval:

Signature: Donald Clark Date: 1/5/24

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

Date Printed: 1/5/2024



# **APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

| No. | Date              | Amount          |
|-----|-------------------|-----------------|
| 1   | December 19, 2022 | \$ 111,373.25   |
| 2   | January 17, 2023  | \$ 130,628.89   |
| 3   | February 21, 2023 | \$ 265,766.84   |
| 4   | March 20, 2023    | \$ 204,678.96   |
| 5   | April 17, 2023    | \$ 634,936.90   |
| 6   | May 15, 2023      | \$ 601,414.67   |
| 7   | July 3, 2023      | \$ 2,107,126.85 |
| 8   | August 7, 2023    | \$ 716,604.58   |
| 9   | September 5, 2023 | \$ 158,300.36   |
| 10  | October 3, 2023   | \$ 104,532.26   |
| 11  | November 6, 2023  | \$ 41,857.34    |
| 12  | December 18, 2023 | \$ 32,972.60    |
| 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 |
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**PREVIOUS PAY APPS TOTAL = \$ 5,110,193.50**

**Record of Change Orders:**

| No. | Date | Amount |
|-----|------|--------|
| 1   |      |        |
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**CHANGE ORDER TOTAL = \$ -**

**Contract Time Remaining:**

|                                   |                  |
|-----------------------------------|------------------|
| Contract Period:                  | Working Days     |
| Construction Start Date (Div.I):  | November 1, 2022 |
| Construction Start Date (Div.II): | April 1, 2022    |

**Full Completion (Div. 1)**

|                            |       |
|----------------------------|-------|
| Contract Working Days:     | 170.0 |
| Added by Change Order:     | 0.0   |
| Total Working Days:        | 170.0 |
| Working Days Used to Date: | 170.0 |
| Working Days Remaining:    | 0.0   |

**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: | 90.0 |
| Working Days Remaining:    | 0.0  |

Date Printed: 1/5/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## DIVISION 1 - WATER TRANSMISSION MAIN

| ITEM NO.                              | DESCRIPTION<br>(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 |
|---------------------------------------|-------------------------------------------------------|-------|----------------------------|-----------------------------------|----------------|---------------|-----------------|--------------------------------|-----------------------------|------------------------------------------|-------------------------|-------------------------------|--------------------|------------------|
| <b>EARTHWORK</b>                      |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 1                                     | Clearing and Grubbing, Select Trees                   | UNITS | 50.00                      |                                   | 50.00          | \$ 30.00      | \$ 1,500.00     |                                | \$ -                        | 185.50                                   | 185.50                  | \$ 5,565.00                   | (135.50)           | 371.00%          |
| 2                                     | Clearing and Grubbing, General                        | LS    | 1.00                       |                                   | 1.00           | \$ 108,000.00 | \$ 108,000.00   |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 108,000.00                 | 0.00               | 100.00%          |
| <b>TRENCH EXCAVATION AND BACKFILL</b> |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 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     |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 2,800.00                   | 0.00               | 100.00%          |
| <b>SEWERS AND DRAINS</b>              |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 6                                     | Drain Tile Repair                                     | EA    | 2.00                       |                                   | 2.00           | \$ 1,750.00   | \$ 3,500.00     |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 1,750.00                   | 1.00               | 50.00%           |
| <b>WATER MAINS AND APPURTENANCES</b>  |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 7                                     | Water Main, Trenched, PVC, 24"                        | LF    | 4,815.00                   |                                   | 4,815.00       | \$ 408.00     | \$ 1,954,890.00 |                                | \$ -                        | 5074.53                                  | 5,074.53                | \$ 2,060,259.18               | (259.53)           | 105.39%          |
| 8                                     | Water Main, Trenchless, PVC, 24"                      | LF    | 5,005.00                   |                                   | 5,005.00       | \$ 408.00     | \$ 2,032,040.00 |                                | \$ -                        | 4747.24                                  | 4,747.24                | \$ 1,927,379.44               | 257.76             | 94.85%           |
| 9                                     | Water Main with Casing Pipe, Trenchless, PVC, 24"     | LF    | 100.00                     |                                   | 100.00         | \$ 1,001.00   | \$ 100,100.00   |                                | \$ -                        | 100.00                                   | 100.00                  | \$ 100,100.00                 | 0.00               | 100.00%          |
| 10                                    | Fitting, Bend, 24"                                    | EA    | 18.00                      |                                   | 18.00          | \$ 6,720.00   | \$ 120,960.00   |                                | \$ -                        | 19.00                                    | 19.00                   | \$ 127,680.00                 | (1.00)             | 105.56%          |
| 11                                    | Fitting, Solid Sleeve Coupling, 24"                   | EA    | 10.00                      |                                   | 10.00          | \$ 5,460.00   | \$ 54,600.00    |                                | \$ -                        | 13.00                                    | 13.00                   | \$ 70,980.00                  | (3.00)             | 130.00%          |
| 12                                    | Connect to Existing, 24"                              | EA    | 2.00                       |                                   | 2.00           | \$ 9,100.00   | \$ 18,200.00    |                                | \$ -                        | 2.00                                     | 2.00                    | \$ 18,200.00                  | 0.00               | 100.00%          |
| 13                                    | Valve, Gate, 24"                                      | EA    | 1.00                       |                                   | 1.00           | \$ 48,550.00  | \$ 48,550.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 48,550.00                  | 0.00               | 100.00%          |
| 14                                    | Fire Hydrant Assembly                                 | EA    | 7.00                       |                                   | 7.00           | \$ 16,170.00  | \$ 113,190.00   |                                | \$ -                        | 7.00                                     | 7.00                    | \$ 113,190.00                 | 0.00               | 100.00%          |
| <b>STREETS AND RELATED WORK</b>       |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 15                                    | Removal of Sidewalk                                   | SY    | 200.00                     |                                   | 200.00         | \$ 14.00      | \$ 2,800.00     | 25.37                          | \$ 355.18                   | 198.08                                   | 223.45                  | \$ 3,128.30                   | (23.45)            | 111.73%          |
| 16                                    | Removal of Recreational Trail                         | SY    | 860.00                     |                                   | 860.00         | \$ 14.00      | \$ 12,040.00    | 327.84                         | \$ 4,589.76                 | 50.00                                    | 377.84                  | \$ 5,269.76                   | 482.16             | 43.93%           |
| 17                                    | Recreational Trail, PCC, 6"                           | SY    | 860.00                     |                                   | 860.00         | \$ 72.00      | \$ 61,920.00    | 349.32                         | \$ 25,151.04                | 50.00                                    | 399.32                  | \$ 28,751.04                  | 460.68             | 46.43%           |
| 18                                    | Sidewalk, PCC, 4"                                     | SY    | 240.00                     |                                   | 240.00         | \$ 60.00      | \$ 14,400.00    | 25.37                          | \$ 1,522.20                 | 248.66                                   | 274.03                  | \$ 16,441.80                  | (34.03)            | 114.16%          |
| 19                                    | Subbase Over-Excavation                               | TON   | 55.00                      |                                   | 55.00          | \$ 56.00      | \$ 3,080.00     |                                | \$ -                        | 34.76                                    | 34.76                   | \$ 1,946.56                   | 20.24              | 63.20%           |
| 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%            |
| <b>TRAFFIC CONTROL</b>                |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 23                                    | Temporary Traffic Control                             | LS    | 1.00                       |                                   | 1.00           | \$ 17,500.00  | \$ 17,500.00    |                                | \$ -                        | 0.95                                     | 0.95                    | \$ 16,625.00                  | 0.05               | 95.00%           |
| <b>SITE WORK AND LANDSCAPING</b>      |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 24                                    | Conventional Seeding, Type 1                          | AC    | 2.30                       |                                   | 2.30           | \$ 3,600.00   | \$ 8,280.00     |                                | \$ -                        | 2.31                                     | 2.31                    | \$ 8,316.00                   | (0.01)             | 100.43%          |
| 25                                    | Hydraulic Seeding, Type 5 (Erosion Control)           | AC    | 2.30                       |                                   | 2.30           | \$ 3,600.00   | \$ 8,280.00     |                                | \$ -                        | 0.00                                     | 0.00                    | \$ -                          | 2.30               | 0.00%            |
| 26                                    | Wattles, 9"                                           | LF    | 6,400.00                   |                                   | 6,400.00       | \$ 2.00       | \$ 12,800.00    |                                | \$ -                        | 4908.00                                  | 4,908.00                | \$ 9,816.00                   | 1,492.00           | 76.69%           |
| 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    | 2.09                           | \$ 7,524.00                 | 2.74                                     | 4.83                    | \$ 17,388.00                  | (0.23)             | 105.00%          |
| 29                                    | Inlet Protection Device                               | EA    | 7.00                       |                                   | 7.00           | \$ 180.00     | \$ 1,260.00     |                                | \$ -                        | 10.00                                    | 10.00                   | \$ 1,800.00                   | (3.00)             | 142.86%          |
| 30                                    | Tree Protection Fence                                 | LF    | 750.00                     |                                   | 750.00         | \$ 6.00       | \$ 4,500.00     |                                | \$ -                        | 230.78                                   | 230.78                  | \$ 1,384.68                   | 519.22             | 30.77%           |
| <b>MISCELLANEOUS</b>                  |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
| 31                                    | Mobilization                                          | LS    | 1.00                       |                                   | 1.00           | \$ 81,000.00  | \$ 81,000.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 81,000.00                  | 0.00               | 100.00%          |
| 32                                    | Concrete Washout                                      | LS    | 1.00                       |                                   | 1.00           | \$ 7,000.00   | \$ 7,000.00     |                                | \$ -                        | 0.50                                     | 0.50                    | \$ 3,500.00                   | 0.50               | 50.00%           |
| <b>CHANGE ORDER ITEMS</b>             |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
|                                       |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |
|                                       |                                                       |       |                            |                                   |                |               |                 |                                |                             |                                          |                         |                               |                    |                  |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$4,960,720.00 PAY PERIOD = \$ 39,142.18

COMPLETED = \$4,777,840.76

96.31%

Date printed: 1/5/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## DIVISION 2 - DRAINAGE IMPROVEMENTS

| ITEM NO.                                        | DESCRIPTION<br>(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 |
|-------------------------------------------------|-------------------------------------------------------|-------|----------------------------|-----------------------------------|----------------|--------------|----------------|--------------------------------|-----------------------------|------------------------------------------|-------------------------|-------------------------------|--------------------|------------------|
| <b>EARTHWORK</b>                                |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 33                                              | Clearing and Grubbing, Select Trees                   | UNIT  | 1,500.00                   |                                   | 1,500.00       | \$ 18.00     | \$ 27,000.00   |                                | \$ -                        | 2,258.40                                 | 2,258.40                | \$ 40,651.20                  | (758.40)           | 150.56%          |
| 34                                              | Clearing and Grubbing, General                        | LS    | 1.00                       |                                   | 1.00           | \$ 72,000.00 | \$ 72,000.00   |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 72,000.00                  | 0.00               | 100.00%          |
| 35                                              | Excavation, Class 10                                  | CY    | 4,672.00                   |                                   | 4,672.00       | \$ 35.00     | \$ 163,520.00  |                                | \$ -                        | 4,672.00                                 | 4,672.00                | \$ 163,520.00                 | 0.00               | 100.00%          |
| <b>TRENCH EXCAVATION AND BACKFILL</b>           |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 36                                              | Trench Foundation                                     | TON   | 10.00                      |                                   | 10.00          | \$ 56.00     | \$ 560.00      |                                | \$ -                        | 16.64                                    | 16.64                   | \$ 931.84                     | (8.64)             | 166.40%          |
| 37                                              | Trench Compaction Testing                             | LS    | 1.00                       |                                   | 1.00           | \$ 1,400.00  | \$ 1,400.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 1,400.00                   | 0.00               | 100.00%          |
| <b>SEWERS AND DRAINS</b>                        |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 38                                              | Storm Sewer, Trenched, RCP, 15"                       | LF    | 30.00                      |                                   | 30.00          | \$ 168.00    | \$ 5,040.00    |                                | \$ -                        | 36.38                                    | 36.38                   | \$ 6,111.84                   | (8.38)             | 121.27%          |
| 39                                              | Pipe Apron Guard, 24"                                 | EA    | 6.00                       |                                   | 6.00           | \$ 2,870.00  | \$ 17,220.00   |                                | \$ -                        | 6.00                                     | 6.00                    | \$ 17,220.00                  | 0.00               | 100.00%          |
| <b>STRUCTURES FOR SANITARY AND STORM SEWERS</b> |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 40                                              | Manhole, SW-401, 45"                                  | EA    | 1.00                       |                                   | 1.00           | \$ 6,160.00  | \$ 6,160.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 6,160.00                   | 0.00               | 100.00%          |
| 41                                              | Intake, SW-503                                        | EA    | 1.00                       |                                   | 1.00           | \$ 6,650.00  | \$ 6,650.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 6,650.00                   | 0.00               | 100.00%          |
| 42                                              | Intake, SW-508                                        | EA    | 1.00                       |                                   | 1.00           | \$ 9,170.00  | \$ 9,170.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 9,170.00                   | 0.00               | 100.00%          |
| 43                                              | Intake, SW-509                                        | EA    | 1.00                       |                                   | 1.00           | \$ 7,385.00  | \$ 7,385.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 7,385.00                   | 0.00               | 100.00%          |
| 44                                              | Remove Intake                                         | EA    | 1.00                       |                                   | 1.00           | \$ 1,400.00  | \$ 1,400.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 1,400.00                   | 0.00               | 100.00%          |
| <b>STREETS AND RELATED WORK</b>                 |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 45                                              | Full Depth Patch, PCC                                 | SY    | 210.00                     |                                   | 210.00         | \$ 161.00    | \$ 33,810.00   |                                | \$ -                        | 191.18                                   | 191.18                  | \$ 30,779.93                  | 18.82              | 91.04%           |
| 46                                              | Subbase Over-Excavation                               | TON   | 35.00                      |                                   | 35.00          | \$ 56.00     | \$ 1,960.00    |                                | \$ -                        | 34.76                                    | 34.76                   | \$ 1,946.56                   | 0.24               | 99.31%           |
| 47                                              | Granular Surfacing, Class A                           | TON   | 50.00                      |                                   | 50.00          | \$ 42.00     | \$ 2,100.00    |                                | \$ -                        | 0.00                                     | 0.00                    | \$ -                          | 50.00              | 0.00%            |
| <b>TRAFFIC CONTROL</b>                          |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 48                                              | Temporary Traffic Control                             | LS    | 1.00                       |                                   | 1.00           | \$ 10,500.00 | \$ 10,500.00   |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 10,500.00                  | 0.00               | 100.00%          |
| <b>SITE WORK AND LANDSCAPING</b>                |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 49                                              | Conventional Seeding, Type 1                          | AC    | 0.10                       |                                   | 0.10           | \$ 3,600.00  | \$ 360.00      |                                | \$ -                        | 0.40                                     | 0.40                    | \$ 1,440.00                   | (0.30)             | 400.00%          |
| 50                                              | Conventional Seeding, Type 3                          | AC    | 3.30                       |                                   | 3.30           | \$ 3,600.00  | \$ 11,880.00   |                                | \$ -                        | 4.67                                     | 4.67                    | \$ 16,812.00                  | (1.37)             | 141.52%          |
| 51                                              | Hydraulic Seeding, Type 3, BFM                        | AC    | 1.30                       |                                   | 1.30           | \$ 5,400.00  | \$ 7,020.00    |                                | \$ -                        | 0.00                                     | 0.00                    | \$ -                          | 1.30               | 0.00%            |
| 52                                              | Hydraulic Seeding, Type 5 (Erosion Control)           | AC    | 4.70                       |                                   | 4.70           | \$ 3,600.00  | \$ 16,920.00   |                                | \$ -                        | 2.20                                     | 2.20                    | \$ 7,920.00                   | 2.50               | 46.81%           |
| 53                                              | Temporary RECP, Type 2                                | SY    | 500.00                     |                                   | 500.00         | \$ 3.00      | \$ 1,500.00    |                                | \$ -                        | 0.00                                     | 0.00                    | \$ -                          | 500.00             | 0.00%            |
| 54                                              | Wattles, 9"                                           | LF    | 1,500.00                   |                                   | 1,500.00       | \$ 2.00      | \$ 3,000.00    |                                | \$ -                        | 4,825.00                                 | 4,825.00                | \$ 9,650.00                   | (3,325.00)         | 321.67%          |
| 55                                              | Wattles, Removal                                      | LF    | 1,500.00                   |                                   | 1,500.00       | \$ 1.00      | \$ 1,500.00    |                                | \$ -                        | 0.00                                     | 0.00                    | \$ -                          | 1,500.00           | 0.00%            |
| 56                                              | Check Dam, Rock                                       | TON   | 50.00                      |                                   | 50.00          | \$ 70.00     | \$ 3,500.00    |                                | \$ -                        | 19.49                                    | 19.49                   | \$ 1,364.30                   | 30.51              | 38.98%           |
| 57                                              | Rip Rep, Class E                                      | TON   | 3,660.00                   |                                   | 3,660.00       | \$ 78.00     | \$ 285,480.00  |                                | \$ -                        | 1,522.37                                 | 1,522.37                | \$ 118,745.16                 | 2,137.63           | 41.59%           |
| 58                                              | Silt Fence                                            | LF    | 500.00                     |                                   | 500.00         | \$ 3.00      | \$ 1,500.00    |                                | \$ -                        | 1,191.53                                 | 1,191.53                | \$ 3,574.59                   | (691.53)           | 238.31%          |
| 59                                              | Silt Fence, Removal                                   | LF    | 500.00                     |                                   | 500.00         | \$ 1.00      | \$ 500.00      |                                | \$ -                        | 0.00                                     | 0.00                    | \$ -                          | 500.00             | 0.00%            |
| 60                                              | Erosion Control Mulching, Hydromulching               | AC    | 9.00                       |                                   | 9.00           | \$ 3,600.00  | \$ 32,400.00   |                                | \$ -                        | 6.70                                     | 6.70                    | \$ 24,120.00                  | 2.30               | 74.44%           |
| <b>DEMOLITION</b>                               |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 61                                              | Remove Pedestrian Bridge                              | EA    | 10.00                      |                                   | 10.00          | \$ 5,250.00  | \$ 52,500.00   |                                | \$ -                        | 10.00                                    | 10.00                   | \$ 52,500.00                  | 0.00               | 100.00%          |
| 62                                              | Tree Protection Fence                                 | LF    | 750.00                     |                                   | 750.00         | \$ 7.00      | \$ 5,250.00    |                                | \$ -                        | 0.00                                     | 0.00                    | \$ -                          | 750.00             | 0.00%            |
| <b>MISCELLANEOUS</b>                            |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
| 63                                              | Mobilization                                          | LS    | 1.00                       |                                   | 1.00           | \$ 25,000.00 | \$ 25,000.00   |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 25,000.00                  | 0.00               | 100.00%          |
| 64                                              | Concrete Washout                                      | LS    | 1.00                       |                                   | 1.00           | \$ 3,500.00  | \$ 3,500.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 3,500.00                   | 0.00               | 100.00%          |
| <b>CHANGE ORDER ITEMS</b>                       |                                                       |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
|                                                 |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|                                                 |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|                                                 |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|                                                 |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 817,685.00 PAY PERIOD = \$ -

COMPLETED = \$ 640,452.47 78.33%



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #9 in the amount of \$19,886.31 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:  
This item represents progress payments for work associated with the design of Fire Station No. 4.

FISCAL IMPACT: **Yes**  
Funding for this item is specifically included in the City Council approved 2024-2028 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:  
Recommend approval of the Pay Application as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Pay Application](#)



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Fire Station No. 4  
**Contractor:** Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.  
**Address:** 1466 28th Street, Suite 200, West Des Moines, IA 50266  
**Finance Budget Code:** 901.1901.4210 **Finance Project Code:** 901  
**Vendor Project or Invoice #:** 23019.00/#0039176 **PO #**  
**Original Contract Date:** March 6, 2023 **Vendor #** 1859

**Date of Council Meeting** January 16, 2024 **PAYMENT REQUEST #** 9  
**PAYMENT PERIOD:** From: 12/04/23 through: 12/31/23

## Contract Summary

|                                                |    |            |   |
|------------------------------------------------|----|------------|---|
| Original Contract Amount:                      | \$ | 348,400.00 |   |
| Net change by Change Orders:                   | \$ | 12,500.00  |   |
| Contract Amount to Date: (line 1 ± 2)          | \$ | 360,900.00 |   |
| Total completed and stored to date:            | \$ | 227,853.60 |   |
| Retainage: <u>0</u> % of Completed Work:       | \$ | -          |   |
| Total Earned less Retainage:                   | \$ | 227,853.60 | ✓ |
| Less previous applications for payment:        | \$ | 207,994.80 | ✓ |
| SUBTOTAL                                       | \$ | 19,858.80  | ✓ |
| OTHER CHARGES (Please attach an itemized list) | \$ | 27.51      | ✓ |
| CURRENT PAYMENT DUE                            | \$ | 19,886.31  | ✓ |
| Balance to finish, including retainage:        | \$ | 133,046.40 | ✓ |

Contract Time Remaining (If applicable) -

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

## Construction Contractor Approval:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Engineer/Consultant Approval:

Firm Name SVPA Architects

Signature Robert F. Osh Date 12/5/2023

## City of Ankeny Staff Approval

Signature Mike Schrock Date 01/08/2024

Submit to: Mike Schrock, Assistant City Manager

Email: mschrock@ankenyiowa.gov Phone: 515-965-6420 Fax: \_\_\_\_\_



www.svpa-architects.com  
Phone 515.327.5990

1466 28th Street, Suite 200  
West Des Moines, Iowa 50266

Mike Schrock  
City of Ankeny  
410 West First Street  
Ankeny, IA 50023-0944

January 5, 2024  
Project No: 23019.00  
Invoice No: 0039176

Project 23019.00 Ankeny Fire Station #4  
Beyond Fee: Snyder & Associates Survey Services \$4,600.

**Professional Services from December 4, 2023 to December 31, 2023**

Phase 03 Schematic Design  
Fee

| Billing Phase               | Fee        | Percent Complete     | Earned       |
|-----------------------------|------------|----------------------|--------------|
| Schematic Design            | 52,260.00  | 100.00               | 52,260.00    |
| Design Development          | 69,680.00  | 100.00               | 69,680.00    |
| Construction Documents      | 132,392.00 | 80.00                | 105,913.60 ✓ |
| Bidding/Negotiation         | 6,968.00   | 0.00                 | 0.00         |
| Construction Administration | 87,100.00  | 0.00                 | 0.00         |
| Amendment #1                | 12,500.00  | 0.00                 | 0.00         |
| Total Fee                   | 360,900.00 |                      | 227,853.60   |
|                             |            | Previous Fee Billing | 207,994.80   |
|                             |            | Current Fee Billing  | 19,858.80    |
|                             |            | Total Fee            | 19,858.80    |
|                             |            | Total this Phase     | \$19,858.80  |

Phase 05 Construction Documents  
Unit Billing  
Mileage

|                    |             |
|--------------------|-------------|
|                    | 27.51 ✓     |
| Total this Phase   | \$27.51     |
| Total this Invoice | \$19,886.31 |

**Billings to Date**

|     | Current   | Prior      | Total      |
|-----|-----------|------------|------------|
| Fee | 19,858.80 | 207,994.80 | 227,853.60 |

|               |          |                        |                   |                   |         |         |
|---------------|----------|------------------------|-------------------|-------------------|---------|---------|
| Project       | 23019.00 | Ankeny Fire Station #4 |                   |                   | Invoice | 0039176 |
| Consultant    |          | 0.00                   | 4,600.00          | 4,600.00          |         |         |
| Expense       |          | 0.00                   | 767.71            | 767.71            |         |         |
| Unit          |          | 27.51                  | 209.61            | 237.12            |         |         |
| <b>Totals</b> |          | <b>19,886.31</b>       | <b>213,572.12</b> | <b>233,458.43</b> |         |         |

Authorized By: Robert F. Ormsby

Robert Ormsby



m-vogl@svpa-architects.com

Invoice Total \$12,250.00

Robert Ormsby  
SVPA Architects, Inc.  
1466 28th Street, Suite 200  
West Des Moines, IA 50266

December 11, 2023  
Invoice No: 23002142.00 - 6  
Project #:  
PO #:  
Contract #:  
Work Order #:

Project 23002142.00 City of Ankeny, IA / Ankeny , IA / Ankeny Fire Station #4  
Fixed Fee \$122,500 Plus Expenses

**Professional Services from November 13, 2023 to December 10, 2023**

Fee

| Phase                          | Fee        | %      | Fee Earned | Previous Billing | Current Billing    |
|--------------------------------|------------|--------|------------|------------------|--------------------|
| MEPT Schematic Design          | 14,025.00  | 100.00 | 14,025.00  | 14,025.00        | 0.00               |
| Structural Construction Admin. | 5,800.00   | 0.00   | 0.00       | 0.00             | 0.00               |
| Structural Schematic Design    | 4,350.00   | 100.00 | 4,350.00   | 4,350.00         | 0.00               |
| MEPT Design Development        | 18,700.00  | 100.00 | 18,700.00  | 18,700.00        | 0.00               |
| Structural Design Development  | 5,800.00   | 100.00 | 5,800.00   | 5,800.00         | 0.00               |
| MEPT Construction Docs         | 37,400.00  | 75.00  | 28,050.00  | 18,700.00        | 9,350.00           |
| Structural Construction Docs   | 11,600.00  | 75.00  | 8,700.00   | 5,800.00         | 2,900.00           |
| MEPT Bidding                   | 4,675.00   | 0.00   | 0.00       | 0.00             | 0.00               |
| Structural Bidding             | 1,450.00   | 0.00   | 0.00       | 0.00             | 0.00               |
| MEPT Construction Admin.       | 18,700.00  | 0.00   | 0.00       | 0.00             | 0.00               |
| Total Fee                      | 122,500.00 |        | 79,625.00  | 67,375.00        | 12,250.00          |
| Total Fee                      |            |        |            |                  | 12,250.00          |
| Total this Invoice             |            |        |            |                  | <u>\$12,250.00</u> |

Please direct any questions to [accountsreceivable@imegcorp.com](mailto:accountsreceivable@imegcorp.com). If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at [imegcorp.com](http://imegcorp.com).

Click here to [Pay via credit card](#).

\*\* For payments by check, please reference invoice number on remittance stub and mail to:

IMEG  
623 26th Avenue  
Rock Island, IL 61201

#### NOTICE TO U.S. CUSTOMERS PAYING WITH CREDIT CARD:

Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

623 26th Avenue, Rock Island, IL 61201  
☎309.788.0673 ☎Fax: 309.786.5967 ➔ [imegcorp.com](http://imegcorp.com)



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

## INVOICE FOR PROFESSIONAL SERVICES

December 29, 2023

Bob Ormsby  
SVPA Architects, Inc.  
1466 28th Street  
Suite 200  
West Des Moines, IA 50266

Invoice No: 123.0384.01 - 7

Email m-vogl@svpa-architects.com

Project 123.0384.01 Ankeny Fire Station No. 4

## Professional Services through November 30, 2023

Basic Services  
Lump Sum Fees

|                              | Contract<br>Amount | %<br>Compl | Total Billed<br>to Date | Previous<br>Billed | Current<br>Billed |
|------------------------------|--------------------|------------|-------------------------|--------------------|-------------------|
| Survey Services              | 4,600.00           | 100.00     | 4,600.00                | 4,600.00           | 0.00              |
| Final Plat                   | 4,200.00           | 100.00     | 4,200.00                | 3,780.00           | 420.00            |
| Preliminary Design           | 14,600.00          | 100.00     | 14,600.00               | 14,600.00          | 0.00              |
| Storm Water Management Plan  | 3,800.00           | 100.00     | 3,800.00                | 3,420.00           | 380.00            |
| Final Design and Const. Docs | 15,200.00          | 100.00     | 15,200.00               | 13,680.00          | 1,520.00          |
| Bidding Assistance           | 1,000.00           | 0.00       | 0.00                    | 0.00               | 0.00              |
| Total Fee                    | 43,400.00          |            | 42,400.00               | 40,080.00          | 2,320.00          |
| Total Lump Sum Fees          |                    |            |                         |                    | 2,320.00          |
| Phase Subtotal               |                    |            |                         |                    | \$2,320.00        |

|                  |                    |                    |                     |
|------------------|--------------------|--------------------|---------------------|
| Billings to Date | Total<br>42,400.00 | Prior<br>40,080.00 | Current<br>2,320.00 |
|------------------|--------------------|--------------------|---------------------|

## Additional Services

## Fuel Station Alternate

|                |      |
|----------------|------|
| Task Subtotal  | 0.00 |
| Phase Subtotal | 0.00 |

## Construction Services

## Construction Admin

|                |      |
|----------------|------|
| Task Subtotal  | 0.00 |
| Phase Subtotal | 0.00 |

## Direct Expense

## Submittal Fees

|                |      |
|----------------|------|
| Task Subtotal  | 0.00 |
| Phase Subtotal | 0.00 |

Amount Due this Invoice \$2,320.00

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

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







ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the January 16, 2024 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

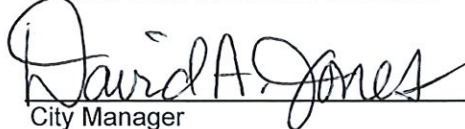
|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                 |
|  <a href="#">AP Recap</a>        |
|  <a href="#">AP Check Report</a> |

**CITY OF ANKENY**  
**ACCOUNTS PAYABLE RECAP**  
**JANUARY 16, 2024**

| <b>Fund</b>                         |                                | <b>PAYMENTS</b>        |
|-------------------------------------|--------------------------------|------------------------|
| 100                                 | General Fund                   | \$ 447,871.02          |
| 220                                 | Fire Gift Fund                 | -                      |
| 233                                 | Hotel Motel Tax Fund           | -                      |
| 240                                 | Parks Improvements             | -                      |
| 250                                 | Police Gift Fund               | 1,919.94               |
| 260                                 | Road Use Tax Fund              | 30,284.56              |
| 270                                 | Seizure Fund                   | -                      |
| 280                                 | Tax Increment Financing Fund   | -                      |
| 284                                 | Economic Development Fund      | -                      |
| 290                                 | Police/Fire Pension Fund       | -                      |
| 300                                 | Debt Service Fund              | -                      |
| 430                                 | Library Foundation Fund        | -                      |
| 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               | 31,160.22              |
| 510                                 | Water Fund                     | 174,881.48             |
| 520                                 | Water Improvement Fund         | -                      |
| 530                                 | Water Sinking Fund             | -                      |
| 550                                 | Sewer Fund                     | 653,740.72             |
| 560                                 | Sewer Improvement Fund         | -                      |
| 570                                 | Sewer Sinking Fund             | -                      |
| 580                                 | Stormwater Fund                | 6,369.41               |
| 590                                 | Golf Course Fund               | 4,194.11               |
| 600-699                             | Enterprise Project Funds       | 267,362.36             |
| 710                                 | Revolving Fund                 | 1,752.57               |
| 720                                 | Risk Management Fund           | 77,106.25              |
| 730                                 | Health Insurance Fund          | 6,440.89               |
| 770                                 | Sustainability Revolving Loan  | -                      |
| 780                                 | Economic Development Revolving | -                      |
| 790                                 | Equipment Reserve Fund         | -                      |
| 800-880,890                         | Special Assessments Funds      | -                      |
| 900                                 | BAN/Bond Activity Fund         | -                      |
| 882-998                             | Capital Projects Funds         | 269,038.95             |
| Sub Total                           |                                | \$ 1,972,122.48        |
| Payroll Totals                      |                                | 1,378,252.63           |
| Service Transfers/ACH Drafts        |                                | (205,459.76)           |
| Agenda Payments Approved Separately |                                | (451,387.13)           |
| Grand Total                         |                                | <u>\$ 2,693,528.22</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: 1/05/2024 THRU 1/18/2024

|             |             |        |   | CHECK     | INVOICE |          | CHECK  | CHECK  | CHECK    |
|-------------|-------------|--------|---|-----------|---------|----------|--------|--------|----------|
| VENDOR I.D. | NAME        | STATUS |   | DATE      | AMOUNT  | DISCOUNT | NO     | STATUS | AMOUNT   |
| 005746      | WALTER REED |        |   |           |         |          |        |        |          |
| M-CHECK     | WALTER REED | UNPOST | V | 1/05/2024 |         |          | 244981 |        | 143.81CR |
| C-CHECK     | VOID CHECK  |        | V | 1/16/2024 |         |          | 246408 |        |          |

|                     |  |               |                |          |           |              |
|---------------------|--|---------------|----------------|----------|-----------|--------------|
| * * T O T A L S * * |  | NO            | INVOICE AMOUNT |          | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS:     |  | 0             | 0.00           |          | 0.00      | 0.00         |
| HAND CHECKS:        |  | 0             | 0.00           |          | 0.00      | 0.00         |
| DRAFTS:             |  | 0             | 0.00           |          | 0.00      | 0.00         |
| EFT:                |  | 0             | 0.00           |          | 0.00      | 0.00         |
| NON CHECKS:         |  | 0             | 0.00           |          | 0.00      | 0.00         |
| VOID CHECKS:        |  | 2 VOID DEBITS | 0.00           |          |           |              |
|                     |  | VOID CREDITS  | 143.81CR       | 143.81CR | 0.00      |              |

TOTAL ERRORS: 0

|                |               |    |                |  |           |              |
|----------------|---------------|----|----------------|--|-----------|--------------|
|                |               | NO | INVOICE AMOUNT |  | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 01 | BANK: TOTALS: | 2  | 143.81CR       |  | 0.00      | 0.00         |
| BANK:          | TOTALS:       | 2  | 143.81CR       |  | 0.00      | 0.00         |



VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 001844               | A TECH INC-TCI                 |        |               |                   |          |             |                 |                 |
| I-608425             | SERVICE CALL-PRSC              | E      | 1/18/2024     | 100.00            |          | 008601      |                 | 100.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 100.00          |
| 008578               | ACCESS TECHNOLOGIES INC        |        |               |                   |          |             |                 |                 |
| I-INV1497873         | 11/30/23-12/30/23 STATEMENT    | R      | 1/16/2024     | 1,619.44          |          | 246326      |                 | 1,619.44        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,619.44        |
| 008252               | D H PACE COMPANY INC           |        |               |                   |          |             |                 |                 |
| C-CMO/271-3291       | CR: DOOR REPAIR - PW           | E      | 1/18/2024     | 613.50CR          |          | 008628      |                 |                 |
| I-SVC/271-83804      | DOOR SERVICE - PW              | E      | 1/18/2024     | 950.00            |          | 008628      |                 | 336.50          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 336.50          |
| 000026               | AHLERS & COONEY PC             |        |               |                   |          |             |                 |                 |
| I-857630             | SVCS 12/14/23 1989 ED URP      | E      | 1/18/2024     | 150.50            |          | 008582      |                 |                 |
| I-858035             | SVCS 12/14/23 GENERAL FILE     | E      | 1/18/2024     | 57.00             |          | 008582      |                 |                 |
| I-858037             | SVCS 12/14/23 N 4MILE CRK      | E      | 1/18/2024     | 1,900.00          |          | 008582      |                 |                 |
| I-858038             | SVCS 12/14/23 2024 PCC RECON   | E      | 1/18/2024     | 1,900.00          |          | 008582      |                 | 4,007.50        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,007.50        |
| 000226               | AIRGAS NORTH CENTRAL INC       |        |               |                   |          |             |                 |                 |
| I-9145236534         | OXYGEN - FD                    | R      | 1/16/2024     | 57.20             |          | 246327      |                 |                 |
| I-9145236815         | OXYGEN - FD                    | R      | 1/16/2024     | 17.00             |          | 246327      |                 | 74.20           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 74.20           |
| 011840               | ALL AMERICAN FIRE EQUIPMENT IN |        |               |                   |          |             |                 |                 |
| I-402452             | HOSE - FD                      | R      | 1/16/2024     | 8,942.50          |          | 246328      |                 | 8,942.50        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 8,942.50        |
| 009981               | ALL CITY MANAGEMENT SERVICES,  |        |               |                   |          |             |                 |                 |
| I-89722              | 11/19-12/02/23 CROSSING GUARDS | E      | 1/18/2024     | 4,484.97          |          | 008640      |                 |                 |
| I-90117              | 12/03-12/16/23 CROSSING GUARDS | E      | 1/18/2024     | 5,766.39          |          | 008640      |                 |                 |
| I-90399              | 12/17-12/30/23 CROSSING GUARDS | E      | 1/18/2024     | 3,203.55          |          | 008640      |                 | 13,454.91       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 13,454.91       |
| 011844               | ALPHA LANDSCAPES, LLC          |        |               |                   |          |             |                 |                 |
| I-PAY 1 ANKB/18TH LS | PAY 1-ANK BVD/18TH ST LNDSCPE  | E      | 1/18/2024     | 27,066.45         |          | 008646      |                 | 27,066.45       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 27,066.45       |
| 009262               | AMAZON CAPITAL SERVICES INC    |        |               |                   |          |             |                 |                 |
| C-1777-YF6G-JMLJ     | CR: CHICKEN CATCHER - PD       | E      | 1/18/2024     | 45.98CR           |          | 008632      |                 |                 |
| I-11G3-LL6K-RXGM     | CHARGING STATION - PD          | E      | 1/18/2024     | 39.99             |          | 008632      |                 |                 |
| I-11R9-D9WT-317J     | LABEL TAPE- KL                 | E      | 1/18/2024     | 63.18             |          | 008632      |                 |                 |
| I-13RM-J4D6-6KM7     | EVIDENCE BOXES - PD            | E      | 1/18/2024     | 75.97             |          | 008632      |                 |                 |
| I-1647-6PGF-CLWQ     | HOLIDAY CRAFT KITS-ACC         | E      | 1/18/2024     | 6.78              |          | 008632      |                 |                 |
| I-167D-NTT3-97RG     | SOAP - CH                      | E      | 1/18/2024     | 26.97             |          | 008632      |                 |                 |
| I-173M-FMQW-3LRH     | MISC BOOKS -KL                 | E      | 1/18/2024     | 123.59            |          | 008632      |                 |                 |
| I-17GW-6YYG-LQJX     | LED LIGHTS - PW                | E      | 1/18/2024     | 215.89            |          | 008632      |                 |                 |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.           | NAME                         | STATUS | CHECK     | INVOICE   | DISCOUNT | CHECK    | CHECK  | CHECK     |
|-----------------------|------------------------------|--------|-----------|-----------|----------|----------|--------|-----------|
|                       |                              |        | DATE      | AMOUNT    |          | NO       | STATUS | AMOUNT    |
| I-17JD-3PCM-HRXF      | MULTIMEDIA - KL              | E      | 1/18/2024 | 27.65     |          | 008632   |        |           |
| I-17KK-NNHJ-FV1M      | TABLE TENNIS BALLS-ACC       | E      | 1/18/2024 | 10.49     |          | 008632   |        |           |
| I-17T1-HXL6-PJDT      | CPST EVENT ITEMS - PD        | E      | 1/18/2024 | 1,584.43  |          | 008632   |        |           |
| I-17W6-JHYC-FY3V      | SD CARD - STORM WATER        | E      | 1/18/2024 | 14.89     |          | 008632   |        |           |
| I-19JF-4HLQ-C3JP      | PUTTY/FILLER-PD              | E      | 1/18/2024 | 13.90     |          | 008632   |        |           |
| I-1CLR-HQHX-4VTY      | DRONE CHARGER - PD           | E      | 1/18/2024 | 99.00     |          | 008632   |        |           |
| I-1D1L-JGPV-DK3K      | MISC BOOKS-KL                | E      | 1/18/2024 | 22.99     |          | 008632   |        |           |
| I-1D1L-JGPV-R7J3      | EXERCISE MATS/BALLS-ACC      | E      | 1/18/2024 | 144.44    |          | 008632   |        |           |
| I-1F7W-CFLG-N11V      | EQUIPMENT BAGS - P&R         | E      | 1/18/2024 | 121.55    |          | 008632   |        |           |
| I-1H9V-XJDV-3YTX      | MULTIMEDIA -KL               | E      | 1/18/2024 | 211.89    |          | 008632   |        |           |
| I-1JYJ-TT4G-6KCX      | CHARGING CABLES - PD         | E      | 1/18/2024 | 29.58     |          | 008632   |        |           |
| I-1L6R-MHV4-TH7P      | POWER STRIP - PD             | E      | 1/18/2024 | 21.98     |          | 008632   |        |           |
| I-1MPT-QRFG-CLLV      | MISC BOOKS - KL              | E      | 1/18/2024 | 29.05     |          | 008632   |        |           |
| I-1MRJ-6CRC-NMHH      | BARCODE SCANNER -KL          | E      | 1/18/2024 | 29.39     |          | 008632   |        |           |
| I-1PFC-CT7D-FK1F      | WEIGHT ROOM SUPPLIES - PD    | E      | 1/18/2024 | 11.99     |          | 008632   |        |           |
| I-1QCV-LR9L-D7HL      | LAMINATING FILM - KL         | E      | 1/18/2024 | 234.00    |          | 008632   |        |           |
| I-1TJN-KKF3-MHPH      | WHITE BOARDS - PD            | E      | 1/18/2024 | 251.68    |          | 008632   |        |           |
| I-1TL1-F44J-GWNT      | K9 SUPPLIES - PD             | E      | 1/18/2024 | 55.70     |          | 008632   |        |           |
| I-1VCL-FKMX-CWTV      | EYE WASH CARDS-ACC           | E      | 1/18/2024 | 34.42     |          | 008632   |        |           |
| I-1VNT-MWMY-9FK3      | MULTIMEDIA - KL              | E      | 1/18/2024 | 124.76    |          | 008632   |        |           |
| I-1VT1-K6NK-LXQK      | MULTIMEDIA-KL                | E      | 1/18/2024 | 62.74     |          | 008632   |        |           |
| I-1VVR-KPV9-37CF      | FILE FOLDER TAGS - PD        | E      | 1/18/2024 | 234.45    |          | 008632   |        |           |
| I-1WHJ-PC74-DX1D      | DRONE LANDING PAD - PD       | E      | 1/18/2024 | 139.97    |          | 008632   |        |           |
| I-1XQR-HG74-MQFP      | STOPWATCH - P&R              | E      | 1/18/2024 | 22.99     |          | 008632   |        |           |
| I-1XRP-PHJP-4K1V      | CHARGING STATION - PD        | E      | 1/18/2024 | 155.97    |          | 008632   |        | 4,196.29  |
| *** VENDOR TOTALS *** |                              |        |           |           |          | 1 CHECKS |        | 4,196.29  |
| 000043                | ANKENY COMMUNITY SCHOOLS     |        |           |           |          |          |        |           |
| I-FY24 #7 JAN GYM     | JANUARY 2024 GYM USE PMT     | R      | 1/16/2024 | 5,700.00  |          | 246329   |        | 5,700.00  |
| *** VENDOR TOTALS *** |                              |        |           |           |          | 1 CHECKS |        | 5,700.00  |
| 011996                | ANKENY HARDWARE STORE LLC    |        |           |           |          |          |        |           |
| I-1100494             | KEYS - FD                    | E      | 1/18/2024 | 14.40     |          | 008648   |        | 14.40     |
| *** VENDOR TOTALS *** |                              |        |           |           |          | 1 CHECKS |        | 14.40     |
| 003319                | MIDWEST SOLID WASTE          |        |           |           |          |          |        |           |
| I-1625112             | 11/2023 LEAF COLLECTION DAYS | R      | 1/16/2024 | 27,884.14 |          | 246330   |        |           |
| I-1625113             | 11/2023 LEAF COLLECTION DAYS | R      | 1/16/2024 | 3,276.08  |          | 246330   |        | 31,160.22 |
| *** VENDOR TOTALS *** |                              |        |           |           |          | 1 CHECKS |        | 31,160.22 |
| 009326                | RYAN ARENDSE                 |        |           |           |          |          |        |           |
| I-12/12/2023 MEAL     | 12/12/23 MEAL                | E      | 1/18/2024 | 22.98     |          | 008662   |        | 22.98     |
| *** VENDOR TOTALS *** |                              |        |           |           |          | 1 CHECKS |        | 22.98     |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.          | NAME                        | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|-----------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 002625               | PHILIP L ASCHEMAN PHD       |        |               |                   |          |             |                 |                 |
| I-1/05/2024          | PRE-EMP PSYCH EVALS - FD    | R      | 1/16/2024     | 225.00            |          | 246331      |                 | 225.00          |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 225.00          |
| 008024               | AUREON COMMUNICATIONS LLC   |        |               |                   |          |             |                 |                 |
| I-01/2024            | 01/01/24-01/31/24 STATEMENT | E      | 1/18/2024     | 2,032.48          |          | 008626      |                 | 2,032.48        |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 2,032.48        |
| 000067               | BAKER & TAYLOR INC          |        |               |                   |          |             |                 |                 |
| I-2037821310B        | MISC BOOKS - KL             | E      | 1/18/2024     | 50.00             |          | 008583      |                 |                 |
| I-2038010267         | MISC BOOKS - KL             | E      | 1/18/2024     | 1,936.58          |          | 008583      |                 |                 |
| I-2038015658         | MISC BOOKS -KL              | E      | 1/18/2024     | 497.50            |          | 008583      |                 |                 |
| I-2038018926         | MISC BOOKS -KL              | E      | 1/18/2024     | 501.09            |          | 008583      |                 |                 |
| I-2038023556         | MISC BOOKS -KL              | E      | 1/18/2024     | 281.79            |          | 008583      |                 |                 |
| I-2038025487         | MISC BOOKS-KL               | E      | 1/18/2024     | 279.49            |          | 008583      |                 | 3,546.45        |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 3,546.45        |
| 009053               | AMY BAKER                   |        |               |                   |          |             |                 |                 |
| I-12/2023FITNESS     | 12/2023 FITNESS             | E      | 1/18/2024     | 18.00             |          | 008661      |                 | 18.00           |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 18.00           |
| 002479               | AMIN BAKRI                  |        |               |                   |          |             |                 |                 |
| I-10/23-10/23FITNESS | 10/23-12/23 FITNESS         | R      | 1/16/2024     | 54.00             |          | 246332      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 001291               | BOB BASH                    |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS         | E      | 1/18/2024     | 54.00             |          | 008599      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 006127               | BATTERIES PLUS BULBS #203   |        |               |                   |          |             |                 |                 |
| I-P68781895          | BATTERIES - PD              | R      | 1/16/2024     | 19.64             |          | 246333      |                 |                 |
| I-P69011375          | BATTERIES - PD              | R      | 1/16/2024     | 10.85             |          | 246333      |                 | 30.49           |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 30.49           |
| 005950               | BLACKSTONE AUDIO INC        |        |               |                   |          |             |                 |                 |
| I-2133218            | MULTIMEDIA/SHELF SVCS-KL    | R      | 1/16/2024     | 45.95             |          | 246334      |                 |                 |
| I-2134007            | MULTIMEDIA/SHELF SVCS-KL    | R      | 1/16/2024     | 37.95             |          | 246334      |                 |                 |
| I-2134438            | MULTIMEDIA/SHELF SVCS-KL    | R      | 1/16/2024     | 33.94             |          | 246334      |                 |                 |
| I-2134844            | MULTIMEDIA/SHELF SVCS-KL    | R      | 1/16/2024     | 45.95             |          | 246334      |                 | 163.79          |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 163.79          |
| 011999               | BLUE SKY SMART SOLUTIONS    |        |               |                   |          |             |                 |                 |
| I-23-1660-SOL        | SOLAR PERMIT REFUND         | R      | 1/16/2024     | 299.20            |          | 246335      |                 | 299.20          |
|                      | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 299.20          |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 003947               | BOB BROWN GMC INC              |        |               |                   |          |             |                 |                 |
| I-41351              | #99 #88 PARTS                  | E      | 1/18/2024     | 19.86             |          | 008613      |                 | 19.86           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 19.86           |
| 011992               | IOWA DEPT. OF INSPECTIONS, APP |        |               |                   |          |             |                 |                 |
| I-283225             | ELEVATOR PERMIT/INSPECTION-PD  | R      | 1/16/2024     | 175.00            |          | 246336      |                 | 175.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 175.00          |
| 009487               | BOOT BARN INC                  |        |               |                   |          |             |                 |                 |
| C-CRE00009805        | CR: BIBS - PW                  | E      | 1/18/2024     | 206.09CR          |          | 008637      |                 |                 |
| I-INV00304813        | BIBS/PANTS - PW                | E      | 1/18/2024     | 224.09            |          | 008637      |                 |                 |
| I-INV00325814        | OVERALLS/RUBBER BOOTS-TRFC     | E      | 1/18/2024     | 186.98            |          | 008637      |                 |                 |
| I-INV00325815        | BOOTS - C. HYLER               | E      | 1/18/2024     | 140.00            |          | 008637      |                 |                 |
| I-INV00325816        | BOOTS - E. BERRY               | E      | 1/18/2024     | 140.00            |          | 008637      |                 | 484.98          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 484.98          |
| 005174               | BOUND TREE MEDICAL LLC         |        |               |                   |          |             |                 |                 |
| I-85182357           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 569.20            |          | 246337      |                 |                 |
| I-85185697           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 56.50             |          | 246337      |                 |                 |
| I-85185698           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 626.80            |          | 246337      |                 |                 |
| I-85187190           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 2,159.61          |          | 246337      |                 |                 |
| I-85187191           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 973.13            |          | 246337      |                 |                 |
| I-85190339           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 36.70             |          | 246337      |                 |                 |
| I-85191844           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 1,641.70          |          | 246337      |                 |                 |
| I-85198647           | EMS SUPPLIES - FD              | R      | 1/16/2024     | 380.72            |          | 246337      |                 | 6,444.36        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 6,444.36        |
| 000127               | BRICK GENTRY PC                |        |               |                   |          |             |                 |                 |
| I-413319             | 12/25/2023 STATEMENT 224.016   | R      | 1/16/2024     | 30.00             |          | 246338      |                 |                 |
| I-413320             | 12/25/2023 STATEMENT 224.008   | R      | 1/16/2024     | 285.00            |          | 246338      |                 |                 |
| I-413322             | 12/25/2023 STATEMENT 224.001   | R      | 1/16/2024     | 3,555.00          |          | 246338      |                 |                 |
| I-413323             | 12/25/2023 STATEMENT 224.031   | R      | 1/16/2024     | 1,678.50          |          | 246338      |                 |                 |
| I-413324             | 12/25/2023 STATEMENT 224.012   | R      | 1/16/2024     | 90.00             |          | 246338      |                 |                 |
| I-413325             | 12/25/2023 STATEMENT 224.022   | R      | 1/16/2024     | 735.00            |          | 246338      |                 |                 |
| I-413326             | 12/25/2023 STATEMENT 224.003   | R      | 1/16/2024     | 345.00            |          | 246338      |                 |                 |
| I-413328             | 12/25/2023 STATEMENT 224.014   | R      | 1/16/2024     | 105.00            |          | 246338      |                 | 6,823.50        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 6,823.50        |
| 004334               | JARED BRIGHT                   |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS            | E      | 1/18/2024     | 54.00             |          | 008616      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 008929               | JULIE BROADHEAD                |        |               |                   |          |             |                 |                 |
| I-12/2023FITNESS     | 12/2023 FITNESS                | R      | 1/16/2024     | 18.00             |          | 246339      |                 | 18.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 18.00           |

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| VENDOR I.D.         | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 008738              | BULB GUY LIGHTING             |        |               |                   |          |             |                 |                 |
| I-20814             | BALLAST-PD                    | E      | 1/18/2024     | 22.66             |          | 008631      |                 | 22.66           |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 22.66           |
| 004126              | CALHOUN-BURNS AND             |        |               |                   |          |             |                 |                 |
| I-2023162.00-5      | ANNUAL BRIDGE INSPECTION      | R      | 1/16/2024     | 1,179.60          |          | 246340      |                 | 1,179.60        |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,179.60        |
| 009469              | COLTON CAMPBELL               |        |               |                   |          |             |                 |                 |
| I-12/13/2023PETFOOD | 12/13/23 PET FOOD REMBRMNT    | E      | 1/18/2024     | 95.81             |          | 008664      |                 | 95.81           |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 95.81           |
| 000385              | CAPITAL CITY EQUIPMENT CO     |        |               |                   |          |             |                 |                 |
| I-42340D            | UNIT #640 FILTERS - PRSC      | E      | 1/18/2024     | 213.79            |          | 008589      |                 |                 |
| I-42400D            | UNIT #234 PARTS               | E      | 1/18/2024     | 771.52            |          | 008589      |                 |                 |
| I-42403D            | UNIT #234 PARTS               | E      | 1/18/2024     | 40.26             |          | 008589      |                 |                 |
| I-78791D            | EQUIPMENT RENTAL -PRSC        | E      | 1/18/2024     | 165.00            |          | 008589      |                 | 1,190.57        |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,190.57        |
| 000453              | CARQUEST AUTO PARTS           |        |               |                   |          |             |                 |                 |
| I-2330-815344       | UNIT #121 PARTS               | R      | 1/16/2024     | 81.77             |          | 246341      |                 |                 |
| I-2330-815655       | UNIT #117 PARTS               | R      | 1/16/2024     | 17.58             |          | 246341      |                 |                 |
| I-2330-816833       | UNIT #655 PARTS               | R      | 1/16/2024     | 220.99            |          | 246341      |                 | 320.34          |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 320.34          |
| 008614              | TONY CHRISTOPH                |        |               |                   |          |             |                 |                 |
| I-12/12/2023 MEAL   | 12/23/23 MEAL                 | E      | 1/18/2024     | 19.00             |          | 008630      |                 | 19.00           |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 19.00           |
| 010049              | CINTAS CORPORATION            |        |               |                   |          |             |                 |                 |
| I-5190753812        | FIRST AID SUPPLIES - MU       | R      | 1/16/2024     | 30.18             |          | 246342      |                 | 30.18           |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 30.18           |
| 011576              | CINTAS CORPORATION            |        |               |                   |          |             |                 |                 |
| C-06/23/2023 243097 | CR: CREDITS ON ACCOUNT PK MNT | R      | 1/16/2024     | 4.10CR            |          | 246343      |                 |                 |
| C-6/23/23 STREETS   | CR: STATEMENT CREDIT          | R      | 1/16/2024     | 8.25CR            |          | 246343      |                 |                 |
| I-4177683266        | 12/20/23 SVCS - WASTEWATER    | R      | 1/16/2024     | 140.80            |          | 246343      |                 |                 |
| I-4178134971        | UNIFORM RENTALS-OCM           | R      | 1/16/2024     | 23.70             |          | 246343      |                 |                 |
| I-4178316017        | 12/27/23 SVCS - WATER         | R      | 1/16/2024     | 212.11            |          | 246343      |                 |                 |
| I-4178316153        | 12/27/23 SVCS - STREETS       | R      | 1/16/2024     | 436.00            |          | 246343      |                 |                 |
| I-4178316246        | MAT RENTALS - ACC             | R      | 1/16/2024     | 65.75             |          | 246343      |                 |                 |
| I-4178316362        | MAT/UNIFORM RENTALS-PK MNT    | R      | 1/16/2024     | 112.83            |          | 246343      |                 |                 |
| I-4178489958        | 12/28/23 SVCS - WASTEWATER    | R      | 1/16/2024     | 140.80            |          | 246343      |                 |                 |
| I-4178827094        | MAT/UNIFORM RENTAL - OC MNT   | R      | 1/16/2024     | 32.81             |          | 246343      |                 |                 |
| I-4179008862        | 1/03/24 SVCS - STREETS        | R      | 1/16/2024     | 431.30            |          | 246343      |                 |                 |
| I-4179008908        | MAT/UNIFORM RENTAL-PK MNT     | R      | 1/16/2024     | 112.83            |          | 246343      |                 |                 |
| I-4179008953        | MAT RENTALS-ACC               | R      | 1/16/2024     | 65.75             |          | 246343      |                 |                 |
| I-4179009016        | MAT RENTAL - KL               | R      | 1/16/2024     | 149.84            |          | 246343      |                 | 1,912.17        |
|                     | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,912.17        |



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|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 002726               | CITY OF DES MOINES TREASURY    |        |               |                   |          |             |                 |                 |
| I-133840             | FY24 #8 WRA MONTHLY ALLOCATION | R      | 1/16/2024     | 563,129.90        |          | 246344      |                 | 563,129.90      |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 563,129.90      |
| 002356               | CITY OF WEST DES MOINES        |        |               |                   |          |             |                 |                 |
| I-PD-2024-00050015   | ANNUAL SERT CONTRIBUTION-PD    | R      | 1/16/2024     | 900.00            |          | 246345      |                 | 900.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 900.00          |
| 002407               | CIVIL DESIGN ADVANTAGE LLC     |        |               |                   |          |             |                 |                 |
| I-43075              | EMERGENCY CONTROL VALVE        | E      | 1/18/2024     | 7,814.08          |          | 008607      |                 |                 |
| I-43138              | EMERGENCY CONTROL VALVE        | E      | 1/18/2024     | 3,074.25          |          | 008607      |                 |                 |
| I-43405 #9           | PAY 9-36TH/WEIGEL HMA RSRFCNG  | E      | 1/18/2024     | 19,597.00         |          | 008607      |                 |                 |
| I-43406 #8           | PAY 8-OC TRNK SWR EXT PH4      | E      | 1/18/2024     | 1,358.00          |          | 008607      |                 | 31,843.33       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 31,843.33       |
| 001732               | ROGER CLEVELAND GOLF CO INC    |        |               |                   |          |             |                 |                 |
| I-7728728 SO         | MERCH FOR RESALE - OC          | R      | 1/16/2024     | 160.00            |          | 246346      |                 | 160.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 160.00          |
| 007852               | LEE COLE                       |        |               |                   |          |             |                 |                 |
| I-12/2023 MAGIC      | 12/2023 MAGIC CLASS            | R      | 1/16/2024     | 280.00            |          | 246347      |                 | 280.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 280.00          |
| 009277               | CONVERGE ONE INC               |        |               |                   |          |             |                 |                 |
| I-IE9116658          | MERAKI MDM LICENSES PD         | E      | 1/18/2024     | 383.46            |          | 008633      |                 | 383.46          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 383.46          |
| 000595               | CORE & MAIN LP                 |        |               |                   |          |             |                 |                 |
| I-T913814            | MAINT SUPPLIES - MU            | R      | 1/16/2024     | 1,892.48          |          | 246348      |                 | 1,892.48        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,892.48        |
| 009427               | AMY DAWSON                     |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS            | E      | 1/18/2024     | 36.00             |          | 008663      |                 | 36.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 36.00           |
| 003099               | DELL MARKETING L P             |        |               |                   |          |             |                 |                 |
| I-10719808682        | WINDOWS SRV 2022 DATACENT      | R      | 1/16/2024     | 17,703.84         |          | 246349      |                 |                 |
| I-10723056235        | SQL LIC FOR INCODE             | R      | 1/16/2024     | 11,342.49         |          | 246349      |                 | 29,046.33       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 29,046.33       |
| 000605               | DEMCO INC                      |        |               |                   |          |             |                 |                 |
| I-7415003            | CIRCULATION SUPPLIES -KL       | E      | 1/18/2024     | 415.80            |          | 008594      |                 | 415.80          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 415.80          |

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| VENDOR I.D.          | NAME                    | STATUS                         | CHECK<br>DATE | INVOICE<br>AMOUNT     | DISCOUNT  | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|-------------------------|--------------------------------|---------------|-----------------------|-----------|-------------|-----------------|-----------------|
| 000160               | DES MOINES WATER WORKS  |                                |               |                       |           |             |                 |                 |
| I-000156             | 12/21/23                | 12/21/23 STATEMENT             | R             | 1/16/2024             | 43,118.72 | 246350      |                 |                 |
| I-000186             | 12/21/23                | 12/21/23 STATEMENT             | R             | 1/16/2024             | 2,530.00  | 246350      |                 | 45,648.72       |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 45,648.72       |
| 001327               | GL ANKENY LLC           |                                |               |                       |           |             |                 |                 |
| I-156603             | DOW                     | UNIT #921 PARTS                | R             | 1/16/2024             | 324.80    | 246351      |                 | 324.80          |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 324.80          |
| 007185               | DEZURIK INC             |                                |               |                       |           |             |                 |                 |
| I-INV065169          |                         | CHECK VALVE PARTS - MU         | R             | 1/16/2024             | 8,375.16  | 246352      |                 | 8,375.16        |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 8,375.16        |
| 009634               | EMILY DOONAN            |                                |               |                       |           |             |                 |                 |
| I-1/07/2024          |                         | PARA RENEWAL REIMBURSEMENT     | E             | 1/18/2024             | 25.00     | 008665      |                 | 25.00           |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 25.00           |
| 002143               | DOORS INC               |                                |               |                       |           |             |                 |                 |
| I-342312             |                         | KEYS -FD                       | E             | 1/18/2024             | 60.00     | 008604      |                 | 60.00           |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 60.00           |
| 010726               | PAUL A DRAKE            |                                |               |                       |           |             |                 |                 |
| I-3432               |                         | NAME PLATE - ENG               | E             | 1/18/2024             | 10.00     | 008643      |                 | 10.00           |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 10.00           |
| 002367               | DUKE'S ROOT CONTROL INC |                                |               |                       |           |             |                 |                 |
| I-20149              |                         | SUMP PUMP INSPECTIONS          | R             | 1/16/2024             | 15,450.00 | 246353      |                 | 15,450.00       |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 15,450.00       |
| 000759               | JAY EASON               |                                |               |                       |           |             |                 |                 |
| I-11/08/23-12/07/23  |                         | 11/8-12/7/23 MILEAGE           | E             | 1/18/2024             | 38.65     | 008596      |                 | 38.65           |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 38.65           |
| 000628               | EIDE BAILLY LLP         |                                |               |                       |           |             |                 |                 |
| I-EI01604525         |                         | AUDIT WORK FY23                | E             | 1/18/2024             | 21,700.00 | 008595      |                 | 21,700.00       |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 21,700.00       |
| 001411               | ELECTRIC PUMP           |                                |               |                       |           |             |                 |                 |
| C-0904303-CM         |                         | CR:SAYLOR CREEK STATION REPAIR | E             | 1/18/2024             | 630.00CR  | 008600      |                 |                 |
| I-0903907-IN         |                         | SAYLOR CREEK STATION REPAIRS   | E             | 1/18/2024             | 840.95    | 008600      |                 | 210.95          |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 210.95          |
| 000186               | ELECTRONIC ENGINEERING  |                                |               |                       |           |             |                 |                 |
| I-80069813, 80069957 |                         | 01/2024 STATEMENT - PARK MAINT | E             | 1/18/2024             | 296.50    | 008584      |                 |                 |
| I-80069814, 80069958 |                         | 01/2024 STATEMENT - PW         | E             | 1/18/2024             | 930.00    | 008584      |                 |                 |
| I-80069815, 80069959 |                         | 01/2024 STATEMENT - MU         | E             | 1/18/2024             | 440.50    | 008584      |                 |                 |
| I-80069960           |                         | 01/2024 STATEMENT-ENGINEERING  | E             | 1/18/2024             | 26.50     | 008584      |                 | 1,693.50        |
|                      |                         |                                |               | *** VENDOR TOTALS *** |           | 1 CHECKS    |                 | 1,693.50        |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 008988               | ELITE GLASS & METAL LLC        |        |               |                   |          |             |                 |                 |
| I-SM-21286           | INSULATED GLASS INSTALL - PD   | R      | 1/16/2024     | 355.00            |          | 246354      |                 | 355.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 355.00          |
| 005418               | EMPLOYEE & FAMILY RESOURCES IN |        |               |                   |          |             |                 |                 |
| I-681-6903           | 2/1/24-7/31/24 SERVICE         | R      | 1/16/2024     | 4,903.82          |          | 246355      |                 | 4,903.82        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,903.82        |
| 008516               | TINA ERICKSON                  |        |               |                   |          |             |                 |                 |
| I-10/23&12/23FITNESS | 10/23&12/23 FITNESS            | E      | 1/18/2024     | 36.00             |          | 008658      |                 | 36.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 36.00           |
| 005478               | EXCEL MECHANICAL COMPANY INC   |        |               |                   |          |             |                 |                 |
| I-168789             | LEAK- CHILLED WATER PUMP       | E      | 1/18/2024     | 2,128.99          |          | 008622      |                 |                 |
| I-168792             | FS #1 HEAT PUMP REPLACEME      | E      | 1/18/2024     | 2,886.88          |          | 008622      |                 |                 |
| I-168870             | BACKFLOW REPAIRS-PD            | E      | 1/18/2024     | 457.10            |          | 008622      |                 |                 |
| I-168955             | LIMIT SWITCH INSTALL-AMP       | E      | 1/18/2024     | 374.76            |          | 008622      |                 | 5,847.73        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 5,847.73        |
| 004235               | FAITH BAPTIST BIBLE COLLEGE    |        |               |                   |          |             |                 |                 |
| I-01/2024 HOOPSTARS  | HOOP STARS BBALL CAMP          | E      | 1/18/2024     | 2,666.00          |          | 008615      |                 | 2,666.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,666.00        |
| 011600               | FINE PROPERTIES LLC            |        |               |                   |          |             |                 |                 |
| I-1015               | POLICE CAR WASH                | E      | 1/18/2024     | 1,053.00          |          | 008644      |                 | 1,053.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,053.00        |
| 011234               | FIRE SERVICE TRAINING BUREAU   |        |               |                   |          |             |                 |                 |
| I-240786             | INSTRUCTION BOOKS - FD         | R      | 1/16/2024     | 554.15            |          | 246356      |                 | 554.15          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 554.15          |
| 006511               | THE PAPER CORPORATION          |        |               |                   |          |             |                 |                 |
| I-248853-00          | BLUE SHOP TOWELS - OCM         | R      | 1/16/2024     | 43.80             |          | 246357      |                 | 43.80           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 43.80           |
| 007648               | DAIOHS USA INC                 |        |               |                   |          |             |                 |                 |
| I-013533             | COFFEE SERVICES - CH           | E      | 1/18/2024     | 151.56            |          | 008625      |                 | 151.56          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 151.56          |
| 010286               | AT&T MOBILITY II LLC           |        |               |                   |          |             |                 |                 |
| I-12272023 FD        | 11/20/23-12/19/23 STATEMENT-FD | R      | 1/16/2024     | 843.65            |          | 246358      |                 | 843.65          |
| 010286               | AT&T MOBILITY II LLC           |        |               |                   |          |             |                 |                 |
| I-12272023 PD        | 11/20/23-12/19/23 STATEMENT-PD | R      | 1/16/2024     | 1,705.37          |          | 246359      |                 | 1,705.37        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 2 CHECKS    |                 | 2,549.02        |

VENDOR SET: 01 City of Ankeny  
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DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.          | NAME                          | STATUS | CHECK     | INVOICE   | DISCOUNT | CHECK    | CHECK  | CHECK     |
|----------------------|-------------------------------|--------|-----------|-----------|----------|----------|--------|-----------|
|                      |                               |        | DATE      | AMOUNT    |          | NO       | STATUS | AMOUNT    |
| 002078               | FOTH & VAN DYKE LLC           |        |           |           |          |          |        |           |
| I-87638 #35          | PAY 35-W 1ST ST WDNG/IMP PH1  | E      | 1/18/2024 | 49,724.24 |          | 008603   |        | 49,724.24 |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 49,724.24 |
| 000211               | GALE                          |        |           |           |          |          |        |           |
| I-83070917           | DEC AFRICAN AMERICAN 2 PLAN   | E      | 1/18/2024 | 50.23     |          | 008585   |        |           |
| I-83071013           | DEC AMISH FICTION 3 PLAN      | E      | 1/18/2024 | 72.72     |          | 008585   |        |           |
| I-83071014           | DEC THRILLER/ADVNTRE/SUS3     | E      | 1/18/2024 | 80.22     |          | 008585   |        |           |
| I-83071250           | DEC CLEAN READS 3 PLAN        | E      | 1/18/2024 | 72.72     |          | 008585   |        |           |
| I-83071363           | DEC SOFTCOVER ROMANCE 3       | E      | 1/18/2024 | 61.47     |          | 008585   |        |           |
| I-83071512           | DEC HISTORY FACT/FICTION 2    | E      | 1/18/2024 | 52.48     |          | 008585   |        |           |
| I-83076618           | DEC WESTERN 2 PLAN            | E      | 1/18/2024 | 47.98     |          | 008585   |        |           |
| I-83080217           | DEC LG PRINT DIST 5 PLAN      | E      | 1/18/2024 | 25.88     |          | 008585   |        |           |
| I-83104599           | JAN LG PRINT DIST 5 PLAN      | E      | 1/18/2024 | 46.50     |          | 008585   |        | 510.20    |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 510.20    |
| 004643               | DEBRA L GERVAIS               |        |           |           |          |          |        |           |
| I-10/23-11/23FITNESS | 10/23-11/23 FITNESS           | E      | 1/18/2024 | 36.00     |          | 008619   |        | 36.00     |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 36.00     |
| 006152               | ANNETTE GRAEVE                |        |           |           |          |          |        |           |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS REIMBRMNT | E      | 1/18/2024 | 69.96     |          | 008654   |        | 69.96     |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 69.96     |
| 000227               | GRAINGER                      |        |           |           |          |          |        |           |
| I-9907749957         | BOLLARD COVERS - MU           | E      | 1/18/2024 | 494.56    |          | 008586   |        |           |
| I-9944295717         | UNIT #114 PARTS               | E      | 1/18/2024 | 28.88     |          | 008586   |        |           |
| I-9953876886         | SAFETY SIGN-AC                | E      | 1/18/2024 | 12.78     |          | 008586   |        | 536.22    |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 536.22    |
| 008737               | TRAVIS GRANDGEORGE            |        |           |           |          |          |        |           |
| I-12/12/2023 MEAL    | 12/12/23 MEAL/MILEAGE         | R      | 1/16/2024 | 57.96     |          | 246360   |        | 57.96     |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 57.96     |
| 000229               | GRAYBAR ELECTRIC CO INC       |        |           |           |          |          |        |           |
| I-9335177029         | FIBER CABLE - TRAFFIC         | R      | 1/16/2024 | 162.80    |          | 246361   |        | 162.80    |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 162.80    |
| 005159               | JOHN GUZMAN III               |        |           |           |          |          |        |           |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS           | R      | 1/16/2024 | 54.00     |          | 246362   |        | 54.00     |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 54.00     |
| 009448               | PAULA KAY CASKEY              |        |           |           |          |          |        |           |
| I-23                 | PANT HEMMING - FD             | E      | 1/18/2024 | 80.00     |          | 008636   |        | 80.00     |
|                      | *** VENDOR TOTALS ***         |        |           |           |          | 1 CHECKS |        | 80.00     |

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| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000235               | HANIFEN CO INC                 |        |               |                   |          |             |                 |                 |
| I-248500             | TOWING - FD                    | R      | 1/16/2024     | 219.75            |          | 246363      |                 | 219.75          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 219.75          |
| 011997               | HIGH TIDE TECHNOLOGIES HOLDING |        |               |                   |          |             |                 |                 |
| I-INV20232534        | ANNUAL COMMUNICATIONS RNWL-MU  | R      | 1/16/2024     | 460.00            |          | 246364      |                 | 460.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 460.00          |
| 009074               | TYSON HOOD                     |        |               |                   |          |             |                 |                 |
| I-1/02/2024          | BOOT REIMBURSEMENT             | R      | 1/16/2024     | 140.00            |          | 246365      |                 | 140.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 140.00          |
| 003098               | HOTSY CLEANING SYSTEMS IN      |        |               |                   |          |             |                 |                 |
| I-0218962-IN         | FLEETWASH - PD                 | E      | 1/18/2024     | 577.50            |          | 008609      |                 | 577.50          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 577.50          |
| 004386               | HOUSEBY HEAVY EQUIPMENT LLC    |        |               |                   |          |             |                 |                 |
| I-RA201000024:01     | #206 CAMERA                    | E      | 1/18/2024     | 1,867.69          |          | 008617      |                 |                 |
| I-XA201000142:01     | UNIT #272 PARTS                | E      | 1/18/2024     | 41.96             |          | 008617      |                 |                 |
| I-XA201000144:01     | UNIT #272 PARTS                | E      | 1/18/2024     | 53.78             |          | 008617      |                 | 1,963.43        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,963.43        |
| 005515               | BRIAN W HUGGINS                |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS            | R      | 1/16/2024     | 54.00             |          | 246366      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 011687               | JOHN MCILHON                   |        |               |                   |          |             |                 |                 |
| I-31496              | CITY CLOTHING ORDER            | R      | 1/16/2024     | 3,713.50          |          | 246367      |                 |                 |
| I-31540              | EMPLOYEE APPRECIATION GIF      | R      | 1/16/2024     | 6,865.00          |          | 246367      |                 | 10,578.50       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 10,578.50       |
| 009565               | INFOSEND INCORPORATED          |        |               |                   |          |             |                 |                 |
| C-254335             | CR: 12/2023 MAIL SERVICES      | R      | 1/16/2024     | 9,859.87CR        |          | 246368      |                 |                 |
| I-253436             | 12/2023 MAIL SERVICES          | R      | 1/16/2024     | 22,920.99         |          | 246368      |                 | 13,061.12       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 13,061.12       |
| 007659               | INTERNATIONAL SOCIETY OF ARBOR |        |               |                   |          |             |                 |                 |
| I-187871 FY24        | ARBORIST LICENSE-KNOOT         | R      | 1/16/2024     | 230.00            |          | 246369      |                 | 230.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 230.00          |
| 000407               | WEBER BATTERY INC              |        |               |                   |          |             |                 |                 |
| I-1925901007122      | UNIT #241 PARTS                | R      | 1/16/2024     | 402.60            |          | 246370      |                 |                 |
| I-1925901008146      | BATTERY-PRSC                   | R      | 1/16/2024     | 134.40            |          | 246370      |                 |                 |
| I-1925901008163      | BATTERIES - FD                 | R      | 1/16/2024     | 291.60            |          | 246370      |                 | 828.60          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 828.60          |



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| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000266               | INTERSTATE BATTERY SYSTEM      |        |               |                   |          |             |                 |                 |
| I-10169848           | BATTERIES - CG                 | E      | 1/18/2024     | 167.95            |          | 008587      |                 |                 |
| I-40217476           | BATTERY - CG                   | E      | 1/18/2024     | 145.95            |          | 008587      |                 |                 |
| I-50003389           | UNIT #654 PARTS                | E      | 1/18/2024     | 138.95            |          | 008587      |                 | 452.85          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 452.85          |
| 005989               | MCCONVILLE CONSTRUCTION LLC    |        |               |                   |          |             |                 |                 |
| I-14410              | MUD JACKING CONCRETE           | R      | 1/16/2024     | 1,025.00          |          | 246371      |                 | 1,025.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,025.00        |
| 007091               | IOWA LAW ENFORCEMENT ACADEMY   |        |               |                   |          |             |                 |                 |
| I-325346             | BATON INST 11/30/23-SCHUMACHER | R      | 1/16/2024     | 150.00            |          | 246372      |                 | 150.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 150.00          |
| 005407               | IOWA MUNICIPALITIES WORKERS'   |        |               |                   |          |             |                 |                 |
| I-INV88735           | INSTALL 7-WORK COMP PREM 23-24 | R      | 1/16/2024     | 47,005.00         |          | 246373      |                 |                 |
| I-INV89474           | FY22 411 MED DED NOV           | R      | 1/16/2024     | 1,559.53          |          | 246373      |                 |                 |
| I-INV89475           | FY23 411 MED DED NOV           | R      | 1/16/2024     | 4,577.32          |          | 246373      |                 |                 |
| I-INV89476           | FY24 411 MED DED NOV           | R      | 1/16/2024     | 890.07            |          | 246373      |                 |                 |
| I-INV89477           | FY24 MED DED NOV               | R      | 1/16/2024     | 19,314.76         |          | 246373      |                 | 73,346.68       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 73,346.68       |
| 003226               | IOWA ONE CALL                  |        |               |                   |          |             |                 |                 |
| I-257219             | 11/30/23 FTP - MU              | E      | 1/18/2024     | 850.50            |          | 008610      |                 |                 |
| I-257397             | 11/30/23 EMAIL - TRAFFIC       | E      | 1/18/2024     | 151.20            |          | 008610      |                 | 1,001.70        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,001.70        |
| 001625               | IOWA PARKS & RECREATION        |        |               |                   |          |             |                 |                 |
| I-2024AQTCWRKSHP-JS  | 2024 AQUATIC CEU WRKSHP-JS     | R      | 1/16/2024     | 175.00            |          | 246374      |                 |                 |
| I-2024CERTPOOL-OP-KR | 2024 CERT POO/SPA OP SCHOOL-KR | R      | 1/16/2024     | 360.00            |          | 246374      |                 | 535.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 535.00          |
| 000272               | IOWA PRISON INDUSTRIES         |        |               |                   |          |             |                 |                 |
| I-037637             | SIGNS - TRAFFIC                | R      | 1/16/2024     | 6,355.60          |          | 246375      |                 | 6,355.60        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 6,355.60        |
| 000644               | IOWA SIGNAL INC                |        |               |                   |          |             |                 |                 |
| I-5793 A             | FO INSTALLATION-NE DEL AV      | R      | 1/16/2024     | 3,500.00          |          | 246376      |                 | 3,500.00        |
| 000644               | IOWA SIGNAL INC                |        |               |                   |          |             |                 |                 |
| I-5793 B             | FO INSTALLATION-NE DEL AV      | R      | 1/16/2024     | 71.50             |          | 246377      |                 | 71.50           |
| 000644               | IOWA SIGNAL INC                |        |               |                   |          |             |                 |                 |
| I-PAY1FNL-FLSHNGRRFB | PAY1FNL-FLSNG BCN/RRFB INSTALL | R      | 1/16/2024     | 62,985.00         |          | 246378      |                 | 62,985.00       |

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|----------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000644               | IOWA SIGNAL INC               |        |               |                   |          |             |                 |                 |
| I-RTNG-FLSHNG/RRFB   | RTNG-FLSHNG BCN/RRFB INSTALL  | R      | 1/16/2024     | 3,315.00          |          | 246379      |                 | 3,315.00        |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 4 CHECKS    |                 | 69,871.50       |
| 002789               | IOWA STATE AUDITOR            |        |               |                   |          |             |                 |                 |
| I-FY23               | FY23 AUDIT FILING FEES        | R      | 1/16/2024     | 850.00            |          | 246380      |                 | 850.00          |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 850.00          |
| 001086               | IOWA STATE UNIVERSITY         |        |               |                   |          |             |                 |                 |
| I-2024 WINTER MPI-MH | WINTER 2024 MPI-MANDY HANSON  | R      | 1/16/2024     | 96.00             |          | 246381      |                 | 96.00           |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 96.00           |
| 009698               | IOWA TOTAL CARE               |        |               |                   |          |             |                 |                 |
| I-AFD32205           | REFUND - FD                   | R      | 1/16/2024     | 1,473.01          |          | 246382      |                 | 1,473.01        |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,473.01        |
| 003146               | IOWA TURFGRASS OFFICE         |        |               |                   |          |             |                 |                 |
| I-2024TRFGRSCON-LB   | 2024 IA TURFGRASS CONFRNCE-LB | R      | 1/16/2024     | 230.00            |          | 246383      |                 |                 |
| I-2024TRFGRSCON-MB   | 2024 IA TURFGRASS CONF-MB     | R      | 1/16/2024     | 70.00             |          | 246383      |                 | 300.00          |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 300.00          |
| 009937               | SAFIAH ELAHI                  |        |               |                   |          |             |                 |                 |
| I-002-P44-12/2023    | TRAFFIC COUNTS                | R      | 1/16/2024     | 900.00            |          | 246384      |                 |                 |
| I-002-P44-12/2023 A  | TRAFFIC COUNTS                | R      | 1/16/2024     | 1,850.00          |          | 246384      |                 | 2,750.00        |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 2,750.00        |
| 008611               | J & K CONTRACTING LLC         |        |               |                   |          |             |                 |                 |
| I-PAY 6-4MCRKTRNKSWR | PAY 6-N 4MILE CREEK TRUNK SWR | R      | 1/16/2024     | 226,919.29        |          | 246385      |                 | 226,919.29      |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 226,919.29      |
| 004645               | ERIC C JENSEN                 |        |               |                   |          |             |                 |                 |
| I-12/2023FITNESS     | 12/2023 FITNESS               | R      | 1/16/2024     | 18.00             |          | 246386      |                 | 18.00           |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 18.00           |
| 005535               | JETCO INC                     |        |               |                   |          |             |                 |                 |
| I-18019              | DATA EXCHANGE - MU            | R      | 1/16/2024     | 1,558.75          |          | 246387      |                 | 1,558.75        |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,558.75        |
| 007255               | ELLIOTT JOSEPHSON             |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS           | E      | 1/18/2024     | 54.00             |          | 008656      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 011541               | KARL OF STORY CITY, LLC       |        |               |                   |          |             |                 |                 |
| I-12/29/2023 A       | FY23 PATROL CARS              | R      | 1/16/2024     | 45,228.00         |          | 246388      |                 |                 |
| I-12/29/2023 B       | FY23 PATROL CARS              | R      | 1/16/2024     | 45,228.00         |          | 246388      |                 |                 |
| I-12/29/2023 C       | FY23 PATROL CARS              | R      | 1/16/2024     | 45,228.00         |          | 246388      |                 |                 |
| I-12/29/2023 D       | FY23 PATROL CARS              | R      | 1/16/2024     | 45,228.00         |          | 246388      |                 |                 |
| I-12/29/2023 E       | FY23 PATROL CARS              | R      | 1/16/2024     | 45,772.00         |          | 246388      |                 | 226,684.00      |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 226,684.00      |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000581               | MIDWEST MOTOR SUPPLY CO INC    |        |               |                   |          |             |                 |                 |
| I-101778397          | SHOP SUPPLIES - CG             | E      | 1/18/2024     | 202.07            |          | 008593      |                 | 202.07          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 202.07          |
| 008587               | KINZLER CONSTRUCTION SERVICES  |        |               |                   |          |             |                 |                 |
| I-2322272.0001       | DOOR REPAIRS - PW              | R      | 1/16/2024     | 500.00            |          | 246389      |                 |                 |
| I-2323408.0002       | DOOR OPENER - FD               | R      | 1/16/2024     | 1,600.00          |          | 246389      |                 | 2,100.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,100.00        |
| 008194               | KLOCKE'S EMERGENCY VEHICLES LL |        |               |                   |          |             |                 |                 |
| I-028647             | UNIT #114 PARTS                | R      | 1/16/2024     | 479.54            |          | 246390      |                 | 479.54          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 479.54          |
| 012002               | DAVID LANDAU                   |        |               |                   |          |             |                 |                 |
| I-01/06/2024CONCERT  | 1/6/24 FAMILY CONCERT-KL       | E      | 1/18/2024     | 500.00            |          | 008672      |                 | 500.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 500.00          |
| 002368               | LAWSON PRODUCTS INC            |        |               |                   |          |             |                 |                 |
| C-9600140406         | CR: SHOP SUPPLIES - CG         | E      | 1/18/2024     | 19.40CR           |          | 008606      |                 |                 |
| I-9311157354         | SHOP SUPPLIES - CG             | E      | 1/18/2024     | 211.50            |          | 008606      |                 | 192.10          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 192.10          |
| 009618               | LIBRARY IDEAS, LLC             |        |               |                   |          |             |                 |                 |
| I-105532             | MISC BOOKS -KL                 | R      | 1/16/2024     | 43.69             |          | 246391      |                 | 43.69           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 43.69           |
| 000402               | LINDE GAS & EQUIPMENT          |        |               |                   |          |             |                 |                 |
| I-40343205           | 11/2023-12/2023 RENTAL-PKS     | R      | 1/16/2024     | 42.70             |          | 246392      |                 | 42.70           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 42.70           |
| 011610               | QUINN LOPREATO                 |        |               |                   |          |             |                 |                 |
| I-11/23-12/23FITNESS | 11/23-12/23 FITNESS            | E      | 1/18/2024     | 36.00             |          | 008670      |                 | 36.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 36.00           |
| 005234               | STEVE LYON                     |        |               |                   |          |             |                 |                 |
| I-1/07/2024          | WORK SHOE REIMBURSEMENT        | R      | 1/16/2024     | 105.95            |          | 246393      |                 | 105.95          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 105.95          |
| 009473               | MACQUEEN EQUIPMENT, LLC        |        |               |                   |          |             |                 |                 |
| I-P21916             | HYDRAULIC CYLINDERS            | R      | 1/16/2024     | 2,032.96          |          | 246394      |                 | 2,032.96        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,032.96        |
| 010704               | MAINSTAY SYSTEMS OF IOWA LLC   |        |               |                   |          |             |                 |                 |
| I-2005               | 12/1/23-2/29/24 MONTHLY MAINT  | R      | 1/16/2024     | 237.00            |          | 246395      |                 | 237.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 237.00          |

VENDOR SET: 01 City of Ankeny  
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DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.       | NAME                           | STATUS | CHECK     | INVOICE  | DISCOUNT | CHECK    | CHECK  | CHECK    |
|-------------------|--------------------------------|--------|-----------|----------|----------|----------|--------|----------|
|                   |                                |        | DATE      | AMOUNT   |          | NO       | STATUS | AMOUNT   |
| 002207            | MANATTS INC                    |        |           |          |          |          |        |          |
| I-5122830         | 12/6/23 M-4 NO ASH             | E      | 1/18/2024 | 1,137.50 |          | 008605   |        |          |
| I-5123919         | 12/18/23 M-4 NO ASH            | E      | 1/18/2024 | 2,580.00 |          | 008605   |        |          |
| I-5124254         | 12/22/23 D57-C20               | E      | 1/18/2024 | 1,491.50 |          | 008605   |        |          |
| I-5124303         | 12/26/23 C-4WR NO ASH          | E      | 1/18/2024 | 736.50   |          | 008605   |        | 5,945.50 |
|                   | *** VENDOR TOTALS ***          |        |           |          |          | 1 CHECKS |        | 5,945.50 |
| 001799            | MARTIN MARIETTA MATERIALS, INC |        |           |          |          |          |        |          |
| I-41201721        | 11/30/23 1" CLEAN              | R      | 1/16/2024 | 1,474.20 |          | 246396   |        |          |
| I-41275489        | 12/11/23 1" CLEAN              | R      | 1/16/2024 | 1,452.35 |          | 246396   |        | 2,926.55 |
|                   | *** VENDOR TOTALS ***          |        |           |          |          | 1 CHECKS |        | 2,926.55 |
| 001671            | MCC IOWA LLC                   |        |           |          |          |          |        |          |
| I-1/01/24-1/31/24 | 1/01/24-1/31/24 DEDICATE INT   | R      | 1/16/2024 | 500.00   |          | 246397   |        | 500.00   |
|                   | *** VENDOR TOTALS ***          |        |           |          |          | 1 CHECKS |        | 500.00   |
| 001864            | MEDIX OCCUPATIONAL HEALTH SERV |        |           |          |          |          |        |          |
| I-27413           | PRE EMP DT/ANNUAL PHYS         | E      | 1/18/2024 | 2,981.50 |          | 008602   |        | 2,981.50 |
|                   | *** VENDOR TOTALS ***          |        |           |          |          | 1 CHECKS |        | 2,981.50 |
| 004747            | MENARDS                        |        |           |          |          |          |        |          |
| I-96114           | GLOVES/SAFETY HOODIE - TRFC    | R      | 1/16/2024 | 67.97    |          | 246398   |        |          |
| I-96154           | CABLE/SEALANT/ELEC TAPE - TRFC | R      | 1/16/2024 | 93.66    |          | 246398   |        |          |
| I-96277           | LATCH BOXES/PAIL/SHAKER-ACC    | R      | 1/16/2024 | 56.59    |          | 246398   |        |          |
| I-96424           | BUILDING SUPPLIES - FD         | R      | 1/16/2024 | 139.62   |          | 246398   |        |          |
| I-96425           | BUILDING SUPPLIES - MU         | R      | 1/16/2024 | 146.54   |          | 246398   |        |          |
| I-96476           | MISC SUPPLIES - PD             | R      | 1/16/2024 | 7.96     |          | 246398   |        |          |
| I-96478           | SEALANT/RATCHET STRAPS - MU    | R      | 1/16/2024 | 14.48    |          | 246398   |        |          |
| I-96669 12/18/23  | CONCRETE MORTAR - MU           | R      | 1/16/2024 | 130.32   |          | 246398   |        |          |
| I-96673           | ICE MELT SPREADER-PKS          | R      | 1/16/2024 | 229.99   |          | 246398   |        |          |
| I-96684           | CAULK - PKS                    | R      | 1/16/2024 | 71.96    |          | 246398   |        |          |
| I-96687           | CAULK - PKS                    | R      | 1/16/2024 | 143.92   |          | 246398   |        |          |
| I-96710           | LIGHT BULBS - FD               | R      | 1/16/2024 | 9.98     |          | 246398   |        |          |
| I-96731           | TRASH BAGS/BATTERIES - TRFC    | R      | 1/16/2024 | 77.41    |          | 246398   |        |          |
| I-96757           | DRILL BITS/HOLDER - TRFC       | R      | 1/16/2024 | 5.48     |          | 246398   |        |          |
| I-96770           | SAND/CONCRETE MIX - PW         | R      | 1/16/2024 | 111.09   |          | 246398   |        |          |
| I-96775           | PRY BARS/BIT/TAPE-PD           | R      | 1/16/2024 | 51.88    |          | 246398   |        |          |
| I-96776           | NITRILE/CEMENT/PRIMER-PD       | R      | 1/16/2024 | 24.96    |          | 246398   |        |          |
| I-96810           | BUILDING CLEANERS - FD         | R      | 1/16/2024 | 14.23    |          | 246398   |        |          |
| I-96811           | BUILDING SUPPLIES - MU         | R      | 1/16/2024 | 168.70   |          | 246398   |        |          |
| I-96814           | TABLE/TOTE - PD                | R      | 1/16/2024 | 109.97   |          | 246398   |        |          |
| I-96816           | CAULK - PKS                    | R      | 1/16/2024 | 97.11    |          | 246398   |        |          |
| I-96827           | CODUIT/ELBOW/PVC/FNDR-PD       | R      | 1/16/2024 | 45.72    |          | 246398   |        | 1,819.54 |
|                   | *** VENDOR TOTALS ***          |        |           |          |          | 1 CHECKS |        | 1,819.54 |

VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.       | NAME                                | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|-------------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 007664            | MERCY NORTH PHARMACY                |        |               |                   |          |             |                 |                 |
| I-12/21/2023      | EMS PHARMACY - FD                   | R      | 1/16/2024     | 33.16             |          | 246399      |                 | 33.16           |
|                   | *** VENDOR TOTALS ***               |        |               |                   |          | 1 CHECKS    |                 | 33.16           |
| 004447            | RYAN MEYER                          |        |               |                   |          |             |                 |                 |
| I-10/23-12/23     | MILEAGE 10/23-12/23 MILEAGE RMBSMNT | E      | 1/18/2024     | 9.17              |          | 008618      |                 | 9.17            |
|                   | *** VENDOR TOTALS ***               |        |               |                   |          | 1 CHECKS    |                 | 9.17            |
| 008058            | CTB MIDWEST INC                     |        |               |                   |          |             |                 |                 |
| I-1833575 RI      | UNIT #874 PRECISION                 | E      | 1/18/2024     | 31.56             |          | 008627      |                 | 31.56           |
|                   | *** VENDOR TOTALS ***               |        |               |                   |          | 1 CHECKS    |                 | 31.56           |
| 000945            | MIDWEST WHEEL COMPANIES             |        |               |                   |          |             |                 |                 |
| I-3518759-00      | MUDFLAPS - SQUAD CARS               | R      | 1/16/2024     | 203.88            |          | 246400      |                 |                 |
| I-3518762-00      | MUDFLAPS - SQUAD CARS               | R      | 1/16/2024     | 203.88            |          | 246400      |                 | 407.76          |
|                   | *** VENDOR TOTALS ***               |        |               |                   |          | 1 CHECKS    |                 | 407.76          |
| 001019            | KORY J MILLER                       |        |               |                   |          |             |                 |                 |
| I-11/23-12/23     | FITNESS 11/23-12/23 FITNESS         | R      | 1/16/2024     | 36.00             |          | 246401      |                 | 36.00           |
|                   | *** VENDOR TOTALS ***               |        |               |                   |          | 1 CHECKS    |                 | 36.00           |
| 007277            | MILLERBERND MANUFACTURING COMP      |        |               |                   |          |             |                 |                 |
| I-181820          | SIGNAL/ LIGHTING POLES              | R      | 1/16/2024     | 73,844.00         |          | 246402      |                 | 73,844.00       |
|                   | *** VENDOR TOTALS ***               |        |               |                   |          | 1 CHECKS    |                 | 73,844.00       |
| 1                 | AGNEW, SYDNEY                       |        |               |                   |          |             |                 |                 |
| I-000202401100745 | US REFUND                           | R      | 1/16/2024     | 96.51             |          | 246300      |                 | 96.51           |
| 1                 | ALBAUGH, MATT                       |        |               |                   |          |             |                 |                 |
| I-000202401100744 | US REFUND                           | R      | 1/16/2024     | 95.16             |          | 246301      |                 | 95.16           |
| 1                 | ALBERTSON, NATHAN                   |        |               |                   |          |             |                 |                 |
| I-000202401100727 | US REFUND                           | R      | 1/16/2024     | 59.99             |          | 246302      |                 | 59.99           |
| 1                 | AMMONS, KAILEE                      |        |               |                   |          |             |                 |                 |
| I-000202401100739 | US REFUND                           | R      | 1/16/2024     | 62.44             |          | 246303      |                 | 62.44           |
| 1                 | AZBILL, CHEYANNE                    |        |               |                   |          |             |                 |                 |
| I-000202401100736 | US REFUND                           | R      | 1/16/2024     | 50.54             |          | 246304      |                 | 50.54           |
| 1                 | BARR, TYLER                         |        |               |                   |          |             |                 |                 |
| I-000202401100725 | US REFUND                           | R      | 1/16/2024     | 59.81             |          | 246305      |                 | 59.81           |



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| VENDOR I.D.       | NAME                 | STATUS | CHECK     | INVOICE | DISCOUNT | CHECK  | CHECK  | CHECK  |
|-------------------|----------------------|--------|-----------|---------|----------|--------|--------|--------|
|                   |                      |        | DATE      |         |          | NO     | STATUS | AMOUNT |
| 1                 | CASTRO, ERIK         |        |           |         |          |        |        |        |
| I-000202401100729 | US REFUND            | R      | 1/16/2024 | 86.49   |          | 246306 |        | 86.49  |
| 1                 | CEJA, ITZEL          |        |           |         |          |        |        |        |
| I-000202401100735 | US REFUND            | R      | 1/16/2024 | 51.87   |          | 246307 |        | 51.87  |
| 1                 | CHILDERS, DANIELLE   |        |           |         |          |        |        |        |
| I-000202401100726 | US REFUND            | R      | 1/16/2024 | 58.72   |          | 246308 |        | 58.72  |
| 1                 | CLARK, SKYE          |        |           |         |          |        |        |        |
| I-000202401100732 | US REFUND            | R      | 1/16/2024 | 61.15   |          | 246309 |        | 61.15  |
| 1                 | CRONK, CATHY         |        |           |         |          |        |        |        |
| I-000202401100721 | US REFUND            | R      | 1/16/2024 | 319.45  |          | 246310 |        | 319.45 |
| 1                 | DOLEZAL, LOGAN       |        |           |         |          |        |        |        |
| I-000202401100722 | US REFUND            | R      | 1/16/2024 | 65.05   |          | 246311 |        | 65.05  |
| 1                 | FOSTER, SIERRA       |        |           |         |          |        |        |        |
| I-000202401100731 | US REFUND            | R      | 1/16/2024 | 99.53   |          | 246312 |        | 99.53  |
| 1                 | GOLDSWORTHY, COURTNE |        |           |         |          |        |        |        |
| I-000202401100740 | US REFUND            | R      | 1/16/2024 | 55.27   |          | 246313 |        | 55.27  |
| 1                 | HANSEN, KEEGAN       |        |           |         |          |        |        |        |
| I-000202401100724 | US REFUND            | R      | 1/16/2024 | 16.00   |          | 246314 |        | 16.00  |
| 1                 | HARNER, CRAIG R      |        |           |         |          |        |        |        |
| I-000202401100743 | US REFUND            | R      | 1/16/2024 | 54.05   |          | 246315 |        | 54.05  |
| 1                 | HART, MARY L         |        |           |         |          |        |        |        |
| I-000202401100746 | US REFUND            | R      | 1/16/2024 | 30.14   |          | 246316 |        | 30.14  |
| 1                 | HUDSON, TRENT        |        |           |         |          |        |        |        |
| I-000202401100728 | US REFUND            | R      | 1/16/2024 | 53.11   |          | 246317 |        | 53.11  |
| 1                 | KEE, PAW             |        |           |         |          |        |        |        |
| I-000202401100723 | US REFUND            | R      | 1/16/2024 | 56.06   |          | 246318 |        | 56.06  |
| 1                 | MOELLER, HANNAH      |        |           |         |          |        |        |        |
| I-000202401100738 | US REFUND            | R      | 1/16/2024 | 62.44   |          | 246319 |        | 62.44  |
| 1                 | PFEIFFER, MICHELE    |        |           |         |          |        |        |        |
| I-000202401100741 | US REFUND            | R      | 1/16/2024 | 57.30   |          | 246320 |        | 57.30  |

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| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1                    | PFRIMMER, ASHLEY               |        |               |                   |          |             |                 |                 |
| I-000202401100737    | US REFUND                      | R      | 1/16/2024     | 20.92             |          | 246321      |                 | 20.92           |
| 1                    | SCHNEIDER, JACOB               |        |               |                   |          |             |                 |                 |
| I-000202401100742    | US REFUND                      | R      | 1/16/2024     | 14.32             |          | 246322      |                 | 14.32           |
| 1                    | STEFFEN, KATIE                 |        |               |                   |          |             |                 |                 |
| I-000202401100733    | US REFUND                      | R      | 1/16/2024     | 59.79             |          | 246323      |                 | 59.79           |
| 1                    | TAHA, JAMIE                    |        |               |                   |          |             |                 |                 |
| I-000202401100734    | US REFUND                      | R      | 1/16/2024     | 128.93            |          | 246324      |                 | 128.93          |
| 1                    | VAN VOORST, AARON              |        |               |                   |          |             |                 |                 |
| I-000202401100730    | US REFUND                      | R      | 1/16/2024     | 99.17             |          | 246325      |                 | 99.17           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 26 CHECKS   |                 | 1,874.21        |
| 007976               | MISSION COMMUNICATIONS LLC     |        |               |                   |          |             |                 |                 |
| I-1083310            | MANHOLE MONITOR - MU           | R      | 1/16/2024     | 239.40            |          | 246403      |                 | 239.40          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 239.40          |
| 003790               | MOTION PICTURE LICENSING CORPO |        |               |                   |          |             |                 |                 |
| I-504429643          | 01/24-12/24 UMBRELLA LICENSE   | E      | 1/18/2024     | 735.16            |          | 008612      |                 | 735.16          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 735.16          |
| 006756               | MTI DISTRIBUTING INC           |        |               |                   |          |             |                 |                 |
| I-1414126-00         | BEDKNIFE/COOLANT-OCM           | R      | 1/16/2024     | 116.96            |          | 246404      |                 | 116.96          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 116.96          |
| 008356               | MARK D MUELLER                 |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS            | E      | 1/18/2024     | 54.00             |          | 008657      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 009024               | BROCK MUHLBAUER                |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS            | E      | 1/18/2024     | 54.00             |          | 008660      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 002032               | MUNICIPAL COLLECTIONS OF AMERI |        |               |                   |          |             |                 |                 |
| I-63011              | 12/23 COLLECTION FEES          | R      | 1/16/2024     | 348.93            |          | 246405      |                 |                 |
| I-63012              | 12/23 COLLECTION FEES-OLD      | R      | 1/16/2024     | 36.28             |          | 246405      |                 |                 |
| I-63013              | 12/23 COLLECTION FEES          | R      | 1/16/2024     | 28.75             |          | 246405      |                 | 413.96          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 413.96          |
| 000350               | MUNICIPAL SUPPLY INC           |        |               |                   |          |             |                 |                 |
| I-0895088-IN         | DISTRIBUTION PARTS - MU        | R      | 1/16/2024     | 675.24            |          | 246406      |                 |                 |
| I-0895197-IN         | DISTRIBUTION PARTS - MU        | R      | 1/16/2024     | 237.50            |          | 246406      |                 |                 |
| I-0895506-IN         | DISTRIBUTION PARTS - MU        | R      | 1/16/2024     | 1,349.90          |          | 246406      |                 |                 |
| I-0895588-IN         | DISTRIBUTION PARTS - MU        | R      | 1/16/2024     | 306.80            |          | 246406      |                 |                 |
| I-0895814-IN         | DISTRIBUTION PARTS - MU        | R      | 1/16/2024     | 1,876.00          |          | 246406      |                 | 4,445.44        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,445.44        |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.   | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 003057        | NAPA AUTO PARTS                |        |               |                   |          |             |                 |                 |
| C-2986-729230 | CR: UNIT #117 PARTS            | R      | 1/16/2024     | 33.99CR           |          | 246407      |                 |                 |
| C-2986-729242 | CR: UNIT #117 PARTS            | R      | 1/16/2024     | 220.64CR          |          | 246407      |                 |                 |
| C-2986-729815 | CR: UNIT #935 WARRANTY         | R      | 1/16/2024     | 154.99CR          |          | 246407      |                 |                 |
| C-2986-730030 | CR: UNIT #120 WARRANTY         | R      | 1/16/2024     | 108.88CR          |          | 246407      |                 |                 |
| C-2986-730162 | CR: UNIT #96 PARTS             | R      | 1/16/2024     | 147.00CR          |          | 246407      |                 |                 |
| I-2986-728297 | UNIT #905 PARTS                | R      | 1/16/2024     | 252.99            |          | 246407      |                 |                 |
| I-2986-728772 | TOOL - FD                      | R      | 1/16/2024     | 4.02              |          | 246407      |                 |                 |
| I-2986-728963 | UNIT #906 PARTS                | R      | 1/16/2024     | 47.99             |          | 246407      |                 |                 |
| I-2986-728969 | UNIT #121 PARTS                | R      | 1/16/2024     | 108.88            |          | 246407      |                 |                 |
| I-2986-728970 | SHOP EQUIPMENT - CG            | R      | 1/16/2024     | 43.99             |          | 246407      |                 |                 |
| I-2986-729040 | UNIT #409 PARTS                | R      | 1/16/2024     | 143.42            |          | 246407      |                 |                 |
| I-2986-729042 | BRAKE CLEANER - CG             | R      | 1/16/2024     | 179.80            |          | 246407      |                 |                 |
| I-2986-729053 | FILTERS - CG                   | R      | 1/16/2024     | 207.19            |          | 246407      |                 |                 |
| I-2986-729124 | SHOP SUPPLIES - CG             | R      | 1/16/2024     | 15.96             |          | 246407      |                 |                 |
| I-2986-729130 | SHOP SUPPLIES - CG             | R      | 1/16/2024     | 46.26             |          | 246407      |                 |                 |
| I-2986-729156 | NITRILE GLOVES - CG            | R      | 1/16/2024     | 29.98             |          | 246407      |                 |                 |
| I-2986-729398 | UNIT #986 PARTS                | R      | 1/16/2024     | 9.98              |          | 246407      |                 |                 |
| I-2986-729415 | UNIT #987 PARTS                | R      | 1/16/2024     | 39.48             |          | 246407      |                 |                 |
| I-2986-729421 | UNIT #987 PARTS                | R      | 1/16/2024     | 124.50            |          | 246407      |                 |                 |
| I-2986-729454 | BUILDING SUPPLIES - FD         | R      | 1/16/2024     | 2.69              |          | 246407      |                 |                 |
| I-2986-729478 | UNIT #104 PARTS                | R      | 1/16/2024     | 42.76             |          | 246407      |                 |                 |
| I-2986-729507 | SHOP SUPPLIES - CG             | R      | 1/16/2024     | 72.44             |          | 246407      |                 |                 |
| I-2986-729544 | UNIT #935 PARTS                | R      | 1/16/2024     | 182.99            |          | 246407      |                 |                 |
| I-2986-729707 | OIL FILTERS - CG               | R      | 1/16/2024     | 52.31             |          | 246407      |                 |                 |
| I-2986-729773 | TAPE - CG                      | R      | 1/16/2024     | 15.96             |          | 246407      |                 |                 |
| I-2986-729897 | OIL/AIR/FUEL FILTERS - CG      | R      | 1/16/2024     | 26.67             |          | 246407      |                 |                 |
| I-2986-730121 | UNIT #238 PARTS                | R      | 1/16/2024     | 129.34            |          | 246407      |                 |                 |
| I-2986-730147 | UNIT #96 PARTS                 | R      | 1/16/2024     | 218.10            |          | 246407      |                 |                 |
| I-2986-730152 | UNIT #96 PARTS                 | R      | 1/16/2024     | 176.95            |          | 246407      |                 |                 |
| I-2986-730161 | UNIT #96 PARTS                 | R      | 1/16/2024     | 147.00            |          | 246407      |                 |                 |
| I-2986-730165 | DOOR OPENERS - CG              | R      | 1/16/2024     | 18.98             |          | 246407      |                 |                 |
| I-2986-730185 | TROLLY JACK - PW               | R      | 1/16/2024     | 67.60             |          | 246407      |                 | 1,742.73        |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,742.73        |
| 000757        | NATIONAL SOCIETY OF            |        |               |                   |          |             |                 |                 |
| I-1185125     | FY24 NSPE RENEWAL - MUELLER    | R      | 1/16/2024     | 299.00            |          | 246409      |                 | 299.00          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 299.00          |
| 009284        | JERRY'S TRANSMISSION SERVICE I |        |               |                   |          |             |                 |                 |
| I-0041999     | UNIT #116 PARTS                | E      | 1/18/2024     | 104.49            |          | 008634      |                 |                 |
| I-0042262     | VEHICLE PARTS - FD             | E      | 1/18/2024     | 430.88            |          | 008634      |                 | 535.37          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 535.37          |

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| VENDOR I.D.    | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 011656         | NOVELTY PLUS WHOLESALE, INCORP |        |               |                   |          |             |                 |                 |
| I-10087        | GLOVES - MU                    | E      | 1/18/2024     | 109.65            |          | 008645      |                 | 109.65          |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 109.65          |
| 000837         | O'REILLY AUTOMOTIVE INC        |        |               |                   |          |             |                 |                 |
| I-0295-376830  | UNIT #121 PARTS                | E      | 1/18/2024     | 95.49             |          | 008597      |                 | 95.49           |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 95.49           |
| 003727         | ODP BUSINESS SOLUTIONS, LLC    |        |               |                   |          |             |                 |                 |
| I-342266465001 | OFFICE SUPPLIES - FD           | R      | 1/16/2024     | 81.39             |          | 246410      |                 |                 |
| I-343860601001 | BUILDING SUPPLIES - PD         | R      | 1/16/2024     | 973.91            |          | 246410      |                 |                 |
| I-344593674001 | NOTES/FOLDERS - PSB            | R      | 1/16/2024     | 52.19             |          | 246410      |                 |                 |
| I-344597153001 | MOUSE PAD - PSB                | R      | 1/16/2024     | 6.99              |          | 246410      |                 |                 |
| I-345087696001 | FOAM - PD                      | R      | 1/16/2024     | 66.54             |          | 246410      |                 |                 |
| I-345141881001 | PAPER/TAPE - PSB               | R      | 1/16/2024     | 95.52             |          | 246410      |                 |                 |
| I-346117676001 | PAPER - PD                     | R      | 1/16/2024     | 449.90            |          | 246410      |                 |                 |
| I-346528928001 | OFFICE SUPPLIES - PSB          | R      | 1/16/2024     | 340.62            |          | 246410      |                 |                 |
| I-346560400001 | ERASERS - PSB                  | R      | 1/16/2024     | 2.09              |          | 246410      |                 |                 |
| I-346646127001 | CAL/POSTITS/SAN SPRAY-KL       | R      | 1/16/2024     | 58.37             |          | 246410      |                 |                 |
| I-346746124001 | CIP BINDERS/MISC SUPPLIES - CM | R      | 1/16/2024     | 59.51             |          | 246410      |                 |                 |
| I-346831100001 | OFFICE SUPPLIES - CH           | R      | 1/16/2024     | 97.62             |          | 246410      |                 |                 |
| I-347671114001 | OFFICE SUPPLIES - CH           | R      | 1/16/2024     | 54.52             |          | 246410      |                 | 2,339.17        |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,339.17        |
| 009655         | LOGICAL CONCEPTS, INC          |        |               |                   |          |             |                 |                 |
| I-91826        | ANK NW BOOSTER SERVICE RNWL    | E      | 1/18/2024     | 290.00            |          | 008639      |                 | 290.00          |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 290.00          |
| 009949         | TAMMY MICHELLE PAGE            |        |               |                   |          |             |                 |                 |
| I-614          | UNIFORM ALTERATIONS - PD       | R      | 1/16/2024     | 50.00             |          | 246411      |                 | 50.00           |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 50.00           |
| 000384         | PITNEY BOWES INC               |        |               |                   |          |             |                 |                 |
| C-1024456013   | EQUIPMENT SERVICE AGRMNT-CH    | E      | 1/18/2024     | 213.78CR          |          | 008588      |                 |                 |
| I-1024391219   | RED INK -CH                    | E      | 1/18/2024     | 132.79            |          | 008588      |                 |                 |
| I-1024407104   | 9/30/23-12/30/23 RENTAL - PSB  | E      | 1/18/2024     | 156.00            |          | 008588      |                 | 75.01           |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 75.01           |
| 000047         | CURTIS POEHLEIN                |        |               |                   |          |             |                 |                 |
| I-10/23-12/23  | FITNESS 10/23-12/23 FITNESS    | E      | 1/18/2024     | 54.00             |          | 008649      |                 | 54.00           |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 000786         | POLK COUNTY EMERGENCY          |        |               |                   |          |             |                 |                 |
| I-01/2024 FY24 | FY24 28E AGREEMENT-EMA         | R      | 1/16/2024     | 34,196.00         |          | 246412      |                 | 34,196.00       |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 34,196.00       |

VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.          | NAME                         | STATUS | CHECK     | INVOICE  | DISCOUNT | CHECK    | CHECK  | CHECK    |
|----------------------|------------------------------|--------|-----------|----------|----------|----------|--------|----------|
|                      |                              |        | DATE      | AMOUNT   |          | NO       | STATUS | AMOUNT   |
| 009386               | POMP'S TIRE SERVICE, INC     |        |           |          |          |          |        |          |
| I-1400130552         | UNIT #203 TIRES              | E      | 1/18/2024 | 530.00   |          | 008635   |        |          |
| I-1400130607         | UNIT #234 TIRES              | E      | 1/18/2024 | 732.00   |          | 008635   |        | 1,262.00 |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 1,262.00 |
| 002713               | PROTEX CENTRAL INC           |        |           |          |          |          |        |          |
| I-148455             | FIRE EXTINGUISHER SVCS - MU  | R      | 1/16/2024 | 907.50   |          | 246413   |        | 907.50   |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 907.50   |
| 006390               | QUILL CORPORATION            |        |           |          |          |          |        |          |
| I-36098522           | DESKPAD -P&R                 | R      | 1/16/2024 | 49.60    |          | 246414   |        |          |
| I-36207112           | CRUISER MATE FORM HOLDER-P&R | R      | 1/16/2024 | 28.04    |          | 246414   |        |          |
| I-36298398           | KLEENEX/ALOE HAND SAN-P&R    | R      | 1/16/2024 | 188.07   |          | 246414   |        | 265.71   |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 265.71   |
| 005557               | RACOM CORPORATION            |        |           |          |          |          |        |          |
| I-RI-230553          | P25/BEON ACCESS - FD         | E      | 1/18/2024 | 2,015.25 |          | 008623   |        |          |
| I-RI-230559          | P25 ACCESS - PD              | E      | 1/18/2024 | 2,612.73 |          | 008623   |        | 4,627.98 |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 4,627.98 |
| 010224               | FARON REED                   |        |           |          |          |          |        |          |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS          | E      | 1/18/2024 | 54.00    |          | 008666   |        | 54.00    |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 54.00    |
| 003999               | RINGCENTRAL INC              |        |           |          |          |          |        |          |
| I-CD_000721311       | 12/26/23-01/25/23 STATEMENT  | E      | 1/18/2024 | 5,671.98 |          | 008614   |        | 5,671.98 |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 5,671.98 |
| 010281               | VIKKI RINKER                 |        |           |          |          |          |        |          |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS          | E      | 1/18/2024 | 54.00    |          | 008668   |        | 54.00    |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 54.00    |
| 007937               | DONALD P RUBY                |        |           |          |          |          |        |          |
| I-01/02/2024         | 2021 TERMINATIONS-SCANNING   | R      | 1/16/2024 | 1,049.62 |          | 246415   |        | 1,049.62 |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 1,049.62 |
| 001769               | GARY SANDERS                 |        |           |          |          |          |        |          |
| I-10/2023FITNESS     | 10/2023 FITNESS              | E      | 1/18/2024 | 18.00    |          | 008651   |        | 18.00    |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 18.00    |
| 005570               | SANDRY FIRE SUPPLY LLC       |        |           |          |          |          |        |          |
| I-INV-032175         | REGULATOR - FD               | E      | 1/18/2024 | 73.36    |          | 008624   |        | 73.36    |
|                      | *** VENDOR TOTALS ***        |        |           |          |          | 1 CHECKS |        | 73.36    |



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|------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 004954           | CARMEN L SANTEE                |        |               |                   |          |             |                 |                 |
| I-10/23-12/23    | FITNESS 10/23-12/23 FITNESS    | E      | 1/18/2024     | 54.00             |          | 008652      |                 | 54.00           |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 006210           | CAMIE SCHILTZ                  |        |               |                   |          |             |                 |                 |
| I-10/23-12/23    | FITNESS 10/23-12/23 FITNESS    | R      | 1/16/2024     | 54.00             |          | 246416      |                 | 54.00           |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 006963           | DAVID SCHUMACHER               |        |               |                   |          |             |                 |                 |
| I-12/12/2023     | MEAL 12/12/23 MEAL REMBRSMNT   | E      | 1/18/2024     | 9.42              |          | 008655      |                 | 9.42            |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 9.42            |
| 003482           | SCOTT'S AUTO GLASS             |        |               |                   |          |             |                 |                 |
| I-38550          | UNIT #116 REPAIRS              | R      | 1/16/2024     | 365.00            |          | 246417      |                 | 365.00          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 365.00          |
| 001308           | CRAIG SEARS                    |        |               |                   |          |             |                 |                 |
| I-01/23-12/23    | FITNESS 01/23-12/23 FITNESS    | R      | 1/16/2024     | 216.00            |          | 246418      |                 | 216.00          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 216.00          |
| 000425           | SECRETARY OF STATE             |        |               |                   |          |             |                 |                 |
| I-FY24 NOTARY-BB | FY24 NOTARY RENEWAL - BOWERSOX | R      | 1/16/2024     | 30.00             |          | 246419      |                 |                 |
| I-FY24 NOTARY-MM | FY24 NOTARY RENEWAL-M. MOELLER | R      | 1/16/2024     | 30.00             |          | 246419      |                 |                 |
| I-FY24 NOTARY-SS | FY24 NOTARY RENEWAL-S. STARR   | R      | 1/16/2024     | 30.00             |          | 246419      |                 | 90.00           |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 90.00           |
| 011995           | SECTOR, LLC                    |        |               |                   |          |             |                 |                 |
| I-INV-000399     | REPAIR UNIT 59 LIGHTS          | R      | 1/16/2024     | 1,143.15          |          | 246420      |                 | 1,143.15        |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,143.15        |
| 008008           | SESAC INC                      |        |               |                   |          |             |                 |                 |
| I-10703549       | 2024 SESAC MUSIC LICENSE       | R      | 1/16/2024     | 1,888.00          |          | 246421      |                 | 1,888.00        |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,888.00        |
| 010821           | KRISTINE SEXTON                |        |               |                   |          |             |                 |                 |
| I-10/23-12/23    | FITNESS 10/23-12/23 FITNESS    | E      | 1/18/2024     | 54.00             |          | 008669      |                 | 54.00           |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 002108           | JOBE SHANNON                   |        |               |                   |          |             |                 |                 |
| I-11/23-12/23    | FITNESS 11/23-12/23 FITNESS    | R      | 1/16/2024     | 36.00             |          | 246422      |                 | 36.00           |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 36.00           |
| 004842           | THE SHERWIN-WILLIAMS CO        |        |               |                   |          |             |                 |                 |
| I-3325-1         | HALLWAY PAINT FS1              | R      | 1/16/2024     | 156.27            |          | 246423      |                 |                 |
| I-3373-1         | HALLWAY PAINT - FS1            | R      | 1/16/2024     | 224.24            |          | 246423      |                 |                 |
| I-5279-7         | HALLWAY PAINT-FS#1             | R      | 1/16/2024     | 179.30            |          | 246423      |                 | 559.81          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 559.81          |

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|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 008471               | SHIVE-HATTERY INC              |        |               |                   |          |             |                 |                 |
| I-4185992-38 #36     | PAY 36-ANKENY SENIOR CENTER    | E      | 1/18/2024     | 3,350.77          |          | 008629      |                 | 3,350.77        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,350.77        |
| 001103               | SHRED-IT                       |        |               |                   |          |             |                 |                 |
| I-8005814992         | 12/05/23 SHREDDING SERVICE-PD  | R      | 1/16/2024     | 65.83             |          | 246424      |                 | 65.83           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 65.83           |
| 003348               | SMITH'S SEWER SERVICE INC      |        |               |                   |          |             |                 |                 |
| I-449505             | SINK LINE CLEANING - FS#3      | R      | 1/16/2024     | 285.00            |          | 246425      |                 | 285.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 285.00          |
| 000990               | SNYDER & ASSOCIATES INC        |        |               |                   |          |             |                 |                 |
| I-120.1005.01A-3     | DESIGN SERVICES                | E      | 1/18/2024     | 3,198.68          |          | 008598      |                 | 3,198.68        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,198.68        |
| 010270               | EMILY SOARES                   |        |               |                   |          |             |                 |                 |
| I-10/23-12/23FITNESS | 10/23-12/23 FITNESS            | E      | 1/18/2024     | 54.00             |          | 008667      |                 | 54.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 54.00           |
| 002339               | STAPLES CONTRACT & COMMERCIAL  |        |               |                   |          |             |                 |                 |
| I-3554659559         | COFFEE - PD                    | R      | 1/16/2024     | 283.78            |          | 246426      |                 | 283.78          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 283.78          |
| 000474               | STATE HYGIENIC LABORATORY AR   |        |               |                   |          |             |                 |                 |
| I-268580             | 11/30/2023 TESTING - MU        | E      | 1/18/2024     | 5,175.00          |          | 008591      |                 | 5,175.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 5,175.00        |
| 008350               | STIVERS FORD                   |        |               |                   |          |             |                 |                 |
| I-705190/1           | UNIT #87 REPAIRS               | R      | 1/16/2024     | 365.68            |          | 246427      |                 | 365.68          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 365.68          |
| 005956               | GARRON STRATTON                |        |               |                   |          |             |                 |                 |
| I-12/12/2023 MEAL    | 12/12/23 MEAL REIMBURSEMENT    | E      | 1/18/2024     | 18.35             |          | 008653      |                 | 18.35           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 18.35           |
| 001859               | SVPA ARCHITECTS INC.           |        |               |                   |          |             |                 |                 |
| I-0039159            | 12/4-12/31/23 SVPA OTTER CREEK | R      | 1/16/2024     | 1,296.00          |          | 246428      |                 |                 |
| I-0039176 #9         | PAY 9-FIRE STATION #4          | R      | 1/16/2024     | 19,886.31         |          | 246428      |                 | 21,182.31       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 21,182.31       |
| 008803               | LISA SWANEPOEL                 |        |               |                   |          |             |                 |                 |
| I-11/23-01/24FITNESS | 11/23-01/24 FITNESS REIMBRSMNT | E      | 1/18/2024     | 99.11             |          | 008659      |                 | 99.11           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 99.11           |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D. | NAME                                                | STATUS | CHECK                 | INVOICE   | DISCOUNT | CHECK    | CHECK  | CHECK     |
|-------------|-----------------------------------------------------|--------|-----------------------|-----------|----------|----------|--------|-----------|
|             |                                                     |        | DATE                  | AMOUNT    |          | NO       | STATUS | AMOUNT    |
| 011685      | RONALD VANCE SWISHER                                |        |                       |           |          |          |        |           |
|             | I-10/23-12/23FITNESS 10/23-12/23 FITNESS            | E      | 1/18/2024             | 54.00     |          | 008671   |        | 54.00     |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 54.00     |
| 005089      | SYNERGY CONTRACTING LLC                             |        |                       |           |          |          |        |           |
|             | I-PAY 13-HTTWTRTRNSM PAY 13-HTT WTR TRNSMSN MN/DRNG | E      | 1/18/2024             | 37,185.07 |          | 008621   |        | 37,185.07 |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 37,185.07 |
| 010068      | T-MOBILE USA INC                                    |        |                       |           |          |          |        |           |
|             | I-12/21/2023 11/21/23-12/20/23 STATEMENT            | R      | 1/16/2024             | 4,361.05  |          | 246429   |        | 4,361.05  |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 4,361.05  |
| 009540      | TELEFLEX LLC                                        |        |                       |           |          |          |        |           |
|             | I-9507829649 IO NEEDLES FOR AMBOS                   | E      | 1/18/2024             | 1,115.50  |          | 008638   |        | 1,115.50  |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 1,115.50  |
| 006441      | TITAN MACHINERY INC                                 |        |                       |           |          |          |        |           |
|             | I-PS0193892-1 WASHER/SKID SHOE - PKS                | R      | 1/16/2024             | 705.83    |          | 246430   |        |           |
|             | I-SO0049578-1 UNIT #934 REPAIRS                     | R      | 1/16/2024             | 370.65    |          | 246430   |        | 1,076.48  |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 1,076.48  |
| 010127      | TK ELEVATOR CORPORATION                             |        |                       |           |          |          |        |           |
|             | I-1000574584 1/1-3/31/24 ELEVATOR SVC-PD            | E      | 1/18/2024             | 208.95    |          | 008642   |        | 208.95    |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 208.95    |
| 000444      | TOMPKINS INDUSTRIES INC                             |        |                       |           |          |          |        |           |
|             | I-405602068 PLOW TRUCK PARTS                        | E      | 1/18/2024             | 32.23     |          | 008590   |        |           |
|             | I-405602069 PLOW TRUCK PARTS                        | E      | 1/18/2024             | 34.79     |          | 008590   |        |           |
|             | I-405602188 PLOW TRUCK PARTS                        | E      | 1/18/2024             | 7.43      |          | 008590   |        |           |
|             | I-405602189 PLOW TRUCK PARTS                        | E      | 1/18/2024             | 8.76      |          | 008590   |        |           |
|             | I-405605521 PLOW TRUCK PARTS                        | E      | 1/18/2024             | 13.63     |          | 008590   |        |           |
|             | I-405605522 PLOW TRUCK PARTS                        | E      | 1/18/2024             | 23.01     |          | 008590   |        | 119.85    |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 119.85    |
| 004159      | TOYNE INC                                           |        |                       |           |          |          |        |           |
|             | I-IN0017026 LIGHT POLE ADAPTER - FD                 | R      | 1/16/2024             | 107.38    |          | 246431   |        |           |
|             | I-IN0017047 COOLANT RECOVERY KIT - FD               | R      | 1/16/2024             | 277.26    |          | 246431   |        | 384.64    |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 384.64    |
| 004343      | TRACTOR SUPPLY COMPANY                              |        |                       |           |          |          |        |           |
|             | I-663712 METER PARTS/SUPPLIES - MU                  | R      | 1/16/2024             | 198.95    |          | 246432   |        |           |
|             | I-664996 METER PARTS - MU                           | R      | 1/16/2024             | 49.98     |          | 246432   |        | 248.93    |
|             |                                                     |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 248.93    |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.      | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000465           | TREASURER STATE OF IOWA        |        |               |                   |          |             |                 |                 |
| I-01/08/2024     | MONTHLY SALES & EXCISE TAX     | D      | 1/08/2024     | 96,939.00         |          | 002404      |                 | 96,939.00       |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 96,939.00       |
| 000740           | TRIPLETT COMPANIES             |        |               |                   |          |             |                 |                 |
| I-446090-0       | BUSINESS CARDS - CD PD         | R      | 1/16/2024     | 534.00            |          | 246433      |                 | 534.00          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 534.00          |
| 011455           | TRIVISTA COMPANIES INC         |        |               |                   |          |             |                 |                 |
| I-XA100020648:01 | UNIT #268 PARTS                | R      | 1/16/2024     | 90.24             |          | 246434      |                 | 90.24           |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 90.24           |
| 010088           | TRUCK CENTER COMPANIES EAST LL |        |               |                   |          |             |                 |                 |
| I-XA301364798:01 | UNIT #220 PARTS                | E      | 1/18/2024     | 112.78            |          | 008641      |                 | 112.78          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 112.78          |
| 003278           | DAVIS EQUIPMENT CORPORATION    |        |               |                   |          |             |                 |                 |
| I-JI85940        | BEDKNIFE - OCM                 | E      | 1/18/2024     | 785.90            |          | 008611      |                 |                 |
| I-JI86076        | BEDKNIFE - OCM                 | E      | 1/18/2024     | 650.09            |          | 008611      |                 | 1,435.99        |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,435.99        |
| 007363           | TYLER TECHNOLOGIES INC         |        |               |                   |          |             |                 |                 |
| I-025-450287     | INSITE TRANS FEES 10/23-12/23  | R      | 1/16/2024     | 37,696.05         |          | 246435      |                 |                 |
| I-025-450853     | INSITE TRANS FEES 10/23-12/23  | R      | 1/16/2024     | 309.40            |          | 246435      |                 | 38,005.45       |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 38,005.45       |
| 002394           | THE UNDERGROUND COMPANY LTD    |        |               |                   |          |             |                 |                 |
| I-3151           | SANITARY SEWER REPAIRS         | R      | 1/16/2024     | 17,082.00         |          | 246436      |                 | 17,082.00       |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 17,082.00       |
| 008450           | PREMIUM SERVICES               |        |               |                   |          |             |                 |                 |
| I-BU1495465 FY24 | 12 MO PREM TERM LIFE-D JONES   | R      | 1/16/2024     | 375.00            |          | 246437      |                 | 375.00          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 375.00          |
| 002135           | UPHDM OCCUPATIONAL MEDICINE    |        |               |                   |          |             |                 |                 |
| I-210365         | SCREENINGS                     | R      | 1/16/2024     | 778.07            |          | 246438      |                 | 778.07          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 778.07          |
| 002646           | UPS STORE                      |        |               |                   |          |             |                 |                 |
| I-1/03/2024      | GROUND COMMERCIAL              | R      | 1/16/2024     | 15.69             |          | 246439      |                 | 15.69           |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 15.69           |
| 000475           | UTILITY EQUIPMENT COMPANY      |        |               |                   |          |             |                 |                 |
| I-20056680-000   | SEWER SUPPLIES - MU            | E      | 1/18/2024     | 146.20            |          | 008592      |                 |                 |
| I-20056686-000   | SEWER SUPPLIES - MU            | E      | 1/18/2024     | 476.16            |          | 008592      |                 | 622.36          |
|                  | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 622.36          |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D.        | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|--------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 005012             | VAN-WALL EQUIPMENT INC        |        |               |                   |          |             |                 |                 |
| I-6104437          | BRACKET-PRSC                  | E      | 1/18/2024     | 73.34             |          | 008620      |                 |                 |
| I-6106699          | FILLERCAP/BAR - PKS           | E      | 1/18/2024     | 61.09             |          | 008620      |                 | 134.43          |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 134.43          |
| 003998             | LAUREL C VEACH                |        |               |                   |          |             |                 |                 |
| I-12/31/23         | KNEE PATCHES - FD             | R      | 1/16/2024     | 40.00             |          | 246440      |                 | 40.00           |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 40.00           |
| 009235             | VERTIV CORPORATION            |        |               |                   |          |             |                 |                 |
| I-13278637         | MAINTENANCE CONTRACT - PD     | R      | 1/16/2024     | 4,051.00          |          | 246441      |                 | 4,051.00        |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 4,051.00        |
| 004796             | WALSH DOOR & HARDWARE COMPANY |        |               |                   |          |             |                 |                 |
| I-805758 A         | CFAC SECURITY CAMERA UPGRADE  | R      | 1/16/2024     | 14,990.00         |          | 246442      |                 |                 |
| I-805758 B         | OPENEYE LICENSE FOR CFAC      | R      | 1/16/2024     | 1,656.68          |          | 246442      |                 | 16,646.68       |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 16,646.68       |
| 002569             | WASTE CONNECTIONS INC         |        |               |                   |          |             |                 |                 |
| I-3598265T071      | 11/27/23 WASTE SVCS-OC        | R      | 1/16/2024     | 80.56             |          | 246443      |                 |                 |
| I-3612189T071      | 1/1-1/31/24 SVCS - CH         | R      | 1/16/2024     | 65.34             |          | 246443      |                 | 145.90          |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 145.90          |
| 001078             | KENT WEBB                     |        |               |                   |          |             |                 |                 |
| I-10/18/2023 BOOTS | 10/2023 BOOT REIMBURSEMENT    | E      | 1/18/2024     | 140.00            |          | 008650      |                 | 140.00          |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 140.00          |
| 002783             | ZIEGLER INC                   |        |               |                   |          |             |                 |                 |
| I-IN001300574      | UNIT #255 PARTS               | E      | 1/18/2024     | 562.43            |          | 008608      |                 | 562.43          |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 562.43          |
| 011964             | ZOLL DATA SYSTEMS, INC.       |        |               |                   |          |             |                 |                 |
| I-INV00162176      | 02/01/2024-02/29/2024 SVCS-FD | E      | 1/18/2024     | 420.00            |          | 008647      |                 | 420.00          |
|                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 420.00          |

|                     |               |                |           |              |
|---------------------|---------------|----------------|-----------|--------------|
| * * T O T A L S * * | NO            | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS:     | 143           | 1,619,482.97   | 0.00      | 1,619,482.97 |
| HAND CHECKS:        | 0             | 0.00           | 0.00      | 0.00         |
| DRAFTS:             | 1             | 96,939.00      | 0.00      | 96,939.00    |
| EFT:                | 91            | 255,700.51     | 0.00      | 255,700.51   |
| NON CHECKS:         | 0             | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:        | 0 VOID DEBITS | 0.00           |           |              |
|                     | VOID CREDITS  | 0.00           | 0.00      |              |

TOTAL ERRORS: 0

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 1/05/2024 THRU 1/18/2024

| VENDOR I.D. | NAME | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------|------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
|-------------|------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|

|                                    | NO  | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------------------|-----|----------------|-----------|--------------|
| VENDOR SET: 01 BANK: APFNB TOTALS: | 235 | 1,972,122.48   | 0.00      | 1,972,122.48 |
| BANK: APFNB TOTALS:                | 235 | 1,972,122.48   | 0.00      | 1,972,122.48 |
| REPORT TOTALS:                     | 235 | 1,972,122.48   | 0.00      | 1,972,122.48 |





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
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:

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ACTION REQUESTED:

Motion

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LEGAL:

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SUBJECT:

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

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                               |
|  <a href="#">civil service certified lists</a> |



January 16, 2024

To     The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the January 8, 2024, meeting of the Civil Service Commission, the following employees were certified eligible for promotion, subject to passing all other requirements.

**Combination Inspector II – Community Development Department:**

| RANK | LAST NAME | FIRST NAME |
|------|-----------|------------|
| 1    | Calhoun   | Cody       |

Respectfully submitted,

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Ensure Economic Vitality

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ACTION REQUESTED:  
Resolution

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LEGAL:

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SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, located at the northwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile Drive (date of hrg: 2/5/24 @ 5:30 p.m.)

---

EXECUTIVE SUMMARY:

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

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting a public hearing for February 5, 2024 at 5:30 P.M.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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

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PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

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

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

| Click to download                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------|
|  <a href="#">Resolution</a>                       |
|  <a href="#">Notice of Hearing</a>                |
|  <a href="#">P&amp;Z Stamped Rezoning Exhibit</a> |
|  <a href="#">P&amp;Z Stamped PUD Book</a>         |
|  <a href="#">Aerial Map</a>                      |
|  <a href="#">Applicant Letter</a>               |

## **RESOLUTION 2024-**

### **RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY BEASLEY FARMS INC., STEPHEN L BANNING TRUST, AND BETTYE J BANNING TRUST, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION AT SE CORPORATE WOODS DRIVE AND SE FOUR MILE DRIVE**

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**WHEREAS**, on the 19<sup>th</sup> day of December, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3<sup>rd</sup> day of January, 2024, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, from the current R-1, One-Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development; and

**WHEREAS**, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

#### **LEGAL DESCRIPTION:**

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

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

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

#### **LAYMAN'S DESCRIPTION:**

Approximately 21.04 acres (+/-) of land located at the northwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile Drive

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

1. That a public hearing shall be held at 5:30 P.M. on the 5<sup>th</sup> day of February, 2024, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa to rezone the above-described property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning



- Trust, from the current R-1, One-Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development.
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and manner required by law.

Dated this 16<sup>th</sup> day of January 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA ON A  
REZONING OF PROPERTY FROM THE PRESENT R-1, ONE-FAMILY RESIDENCE DISTRICT, C-2,  
GENERAL RETAIL, HIGHWAY ORIENTED AND CENTRAL BUSINESS DISTRICT, AND M-1, LIGHT  
INDUSTRIAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT FOR CERTAIN PROPERTY  
OWNED BY BEASLEY FARMS INC., STEPHEN L BANNING TRUST, AND BETTYE J BANNING  
TRUST**

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to the zoning regulations of the Municipal Code of the City of Ankeny, Iowa, regarding the question of rezoning for the following described property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, from the current R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

**LEGAL DESCRIPTION:**

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

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

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

**LAYMAN'S DESCRIPTION:**

Approximately 21.04 acres (+/-) of land located at the northwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile Drive

**NOTICE IS FURTHER GIVEN** that the proposed change as described above will affect only the above-described real estate.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will meet at 5:30 P.M. on the 5<sup>th</sup> day of February, 2024, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa to consider said amendment, at which time and place all parties in interest and citizens shall have the opportunity to be heard.

**DATED** this 16<sup>th</sup> day of January 2024.

CITY OF ANKENY, IOWA

---

Michelle Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2024.



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

**ANKENY, IOWA**

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

**PUD PLAN**

**December 2023**

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

# TABLE OF CONTENTS

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## **1. REZONING AMENDMENT REQUEST**

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

## **2. PUD PLAN EXHIBITS**

- iii PUD Master Plan
- iii Drainage Concept Plan

## **3. BULK REGULATIONS**

- iii Bulk Regulations

## **4. SUPPORTING EVIDENCE**

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



# **1. REZONING AMENDMENT REQUEST**

**ERG**  
**ENGINEERING RESOURCE GROUP, INC.**

---

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

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

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

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

On behalf of Seth Collins of Old Dominion Freight Line, please find accompanying the revised PUD Master Plan, PUD Booklets and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the documents. The plans illustrate a light industrial use development on approximately 22.03 acres.

Please find accompanying the following items:

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

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

Sincerely,

**ENGINEERING RESOURCE GROUP, INC.**

  
Doug Saltsgaver, P.E.  
President

**ERG**  
**ENGINEERING RESOURCE GROUP, INC.**

---

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

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

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

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

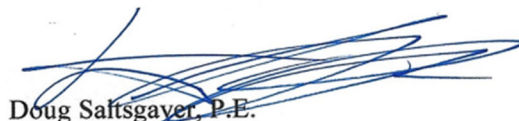
On behalf of Seth Collins of Old Dominion Freight Line, as owner and developer,  
we respectfully submit the attached Petition for Rezoning.

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

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

Sincerely,

**ENGINEERING RESOURCE GROUP, INC.**

  
Doug Saltgaver, P.E.  
President

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

2413 GRAND AVENUE • DES MOINES, IOWA 50312

*Old Dominion Freight*

*Old Dominion Freight Line West PUD*

# **PROPERTY DESCRIPTION**

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

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

1. The South 206.16 feet of the East 316.23 feet of the SE 1/4 of the SE 1/4 of said Section 6.
2. Parcel A of Plot of Survey recorded March 15, 1996, in Book 7359, Page 636.
3. Property conveyed from Beasley Farms, Inc., to Polk County Aviation Authority, in Warranty Deed dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 236.
4. Property conveyed from Beasley Farms, Inc., to Knapp-Cowell, L.L.C., an Iowa limited liability company, dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 239.
5. Property conveyed in Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Warranty Deed dated March 17, 2003, recorded April 7, 2003, in Book 9739, Page 126.
6. Parcel 2021-126 of Plot of Survey recorded August 23, 2021, in Book 18711, Page 953.
7. Property conveyed in Amended and Re-recorded Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Amended and Re-recorded Warranty Deed dated March 17, 2003, recorded April 11, 2006, in Book 11603, Page 213.

And

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

## **ALSO DESCRIBED AS:**

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

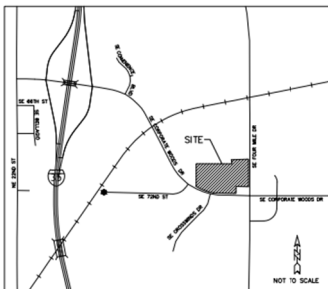
Commencing at the Southeast corner of said Section 6, thence North 00°(degrees) 02'(minutes) 20"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along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

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

## **LAND AREAS**

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

## **LOCUNITY MAP**



## **PREPARED FOR**

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

KYLE HOYT  
(843) 531-5336

## **RECORD TITLEHOLDERS**

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

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

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

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

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

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

PARCEL G  
(BK 8854, PG 242)

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

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

SURVEY  
(BK 10640, PG 849)

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

ZONING: M-1

TRACT A  
19.07 ACRES

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

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

TRACT B  
1.96 ACRES  
ZONING: R-1

ZONING: C-2

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

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

LOT 1  
RUAN CROSSWINDS PLAT 1

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

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

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

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

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

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

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



LOT 1 OLD DOMINION  
FREIGHT LINE PLAT 1

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

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

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

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

LOT 1  
4 MILE DRIVE INDUSTRIAL  
PARK PLAT 1

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

OUTLOT Z  
4 MILE DRIVE INDUSTRIAL  
PARK PLAT 1

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

PART LOT 1  
NORTHSTAR POWER PLAT 1

## **OLD DOMINION - REZONING**

ERG  
Engineering Resource Group, Inc.  
2813 GRAND AVENUE  
DES MOINES, IOWA 50319  
(515) 281-3838

22-077

Old Dominion Freight Line West PUD

Old Dominion Freight Line, Inc.

# SIGNED PETITIONS

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

Property Owner: Polk County/Aviation Authority\_\_\_\_\_

Address: 3700 SE Convenience Blvd. Ankeny, IA\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Four Mile Distribution 1, LLC\_\_\_\_\_

Address: 6910 SE Four Mile Drive, Ankeny, IA\_\_\_\_\_

Signature: \_\_\_\_\_ Date: 11/1/2023

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

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



## PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

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

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

Old Dominion Freight Line Trailer Storage Yard.

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

### Parcel owner(s) signatures

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

Stephen T. Beasley  
(TRACT A, Signature)

\_\_\_\_\_  
(TRACT B, Owner Name)

\_\_\_\_\_  
(TRACT B, Signature)

### Parcel owners within 250' of the above tract:

Property Owner: Old Dominion Freight

Address: 6925 SE Four Mile Drive, Ankeny, IA

Signature: [Signature]

Date: 10/31/23

Printed Name: C.E. OVERBEY, JR.

Title: SR VP - STRATEGIC DEVELOPMENT

Property Owner: Penta Partners LLC

Address: 7075 SE Four Mile Drive, Ankeny

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

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Parcel owner(s) signatures

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

Stephen T. Beasley  
(TRACT A, Signature)

(TRACT B, Owner Name)

(TRACT B, Signature)

Parcel owners within 250' of the above tract:

Property Owner: Old Dominion Freight

Address: 6925 SE Four Mile Drive, Ankeny, IA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Penta Partners LLC

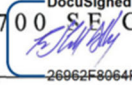
Address: 7075 SE Four Mile Drive, Ankeny

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

Printed Name: THOMAS J. Sisson Title: MANAGER

City of Ankeny

Page 3 of 3

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

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

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Purfoods LLC \_\_\_\_\_

Address: 3210 SE Corporate Woods Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Nextera Properties LLC \_\_\_\_\_

Address: 7315 SE Four Mile Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Eric J./Theresa Neddermeyer \_\_\_\_\_

Address: 7180 SE Four Mile Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: DTK Properties, LLC \_\_\_\_\_

Address: 7460 SE Four Mile Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Sealy SE Crosswinds Drive LLC \_\_\_\_\_

Address: 7305 SE Crosswinds Drive, Ankeny \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Allegra Iowa LLC \_\_\_\_\_

Address: 7310 SE Crosswinds Drive, Ankeny \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Ruan Transport Corp. \_\_\_\_\_

Address: 2005 SE Corporate Woods Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Deborah L. Gallion \_\_\_\_\_

Address: 3700 SE Convenience Blvd., Ankeny, IA \_\_\_\_\_

Signature: Deborah L. Gallion Date: 11-6-23

Printed Name: Deborah L Gallion Title: owner

Property Owner: Purfoods LLC \_\_\_\_\_

Address: 3210 SE Corporate Woods Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Nextera Properties LLC \_\_\_\_\_

Address: 7315 SE Four Mile Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Eric J./Theresa Neddermeyer \_\_\_\_\_

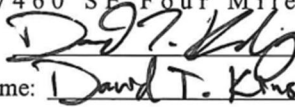
Address: 7180 SE Four Mile Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: DTK Properties, LLC \_\_\_\_\_

Address: 7460 SE Four Mile Drive, Ankeny, IA \_\_\_\_\_

Signature:  \_\_\_\_\_ Date: 10/30/23

Printed Name: David T. Kinsley \_\_\_\_\_ Title: Owner

Property Owner: Sealy SE Crosswinds Drive LLC \_\_\_\_\_

Address: 7305 SE Crosswinds Drive, Ankeny \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Allegra Iowa LLC \_\_\_\_\_

Address: 7310 SE Crosswinds Drive, Ankeny \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Ruan Transport Corp. \_\_\_\_\_

Address: 2005 SE Corporate Woods Drive, Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Property Owner: Deborah L. Gallion \_\_\_\_\_

Address: 3700 SE Convenience Blvd., Ankeny, IA \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

*Old Dominion Freight Line, Inc.*

*Old Dominion Freight Line West PUD*



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

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

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

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

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

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

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

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



## **2. PUD PLAN EXHIBITS**



### **3. BULK REGULATIONS**

## **OLD DOMINION FREIGHT LINE PUD BULK REGULATIONS**

### **Light Industrial Use**

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

#### Chapter 192.12.1

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

- Area and Size regulations shall be as follows:
 

|                       |                                                                                                                                          |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Building Setbacks:    |                                                                                                                                          |
| Front Yard:           | 75 Feet                                                                                                                                  |
| Side Yard:            | None required, except when adjacent to any residential district or street right-of-way line, in which case - 50 feet                     |
| Rear Yard:            | 40 Feet, where a railroad right-of-way line lies immediately adjacent to the rear of the lot, the rear yard requirements need not apply. |
| Max. Height:          | 50 Feet                                                                                                                                  |
| Max. Stories          | 3 Stories                                                                                                                                |
| Min. Fence Setback    | 50 Feet along street right-of-way                                                                                                        |
| Min. Pavement Setback | 60 Feet along street right-of-way, 10 feet on all other locations                                                                        |
- Off-street parking and loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 194.01 of the Zoning Ordinance.
- The parking areas along SE Four Mile Drive shall be screened from public right-of-way by a combination of landscaping and earth berms. These berms shall be a minimum of six (6) feet above the existing grade at the right-of-way and be planted with trees and shrubs to create a Type 'C' screen. This same screen will be used along the southern portion of the east property line that is adjacent to an existing residence.
- Site lighting will be handled by 35' to 40' tall pole mounted lights. Light fixtures will include 1000 watt metal halide fixtures or other fixture types and shall be oriented on-site such that they direct light downward and keep light from encroaching into the right-of-way of SE Four Mile Drive or any neighboring property.
- Typical site fencing will consist of 8' of chain link fencing with 1' of 3-strand barb wire above, facing outwards. The Owner may also add interior electric fencing depending upon final security requirements for the site.

## **4. SUPPORTING EVIDENCE**



# **OLD DOMINION FREIGHT LINE PUD SUPPORTING EVIDENCE STATEMENT**

## **STORM WATER MANAGEMENT**

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

## **SANITARY SEWER**

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

## **WATER MAIN**

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

## **FRANCHISE UTILITIES**

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

## **SIGNAGE**

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

## **PUBLIC STREETS**

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

## **OPEN SPACE, LANDSCAPING AND PARKING LOT SHADING**

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

# **VICINITY MAP AND LEGAL DESCRIPTION**

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

### **Property Description – ODFL Rezoning**

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

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

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

And

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

Also described as:

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

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

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



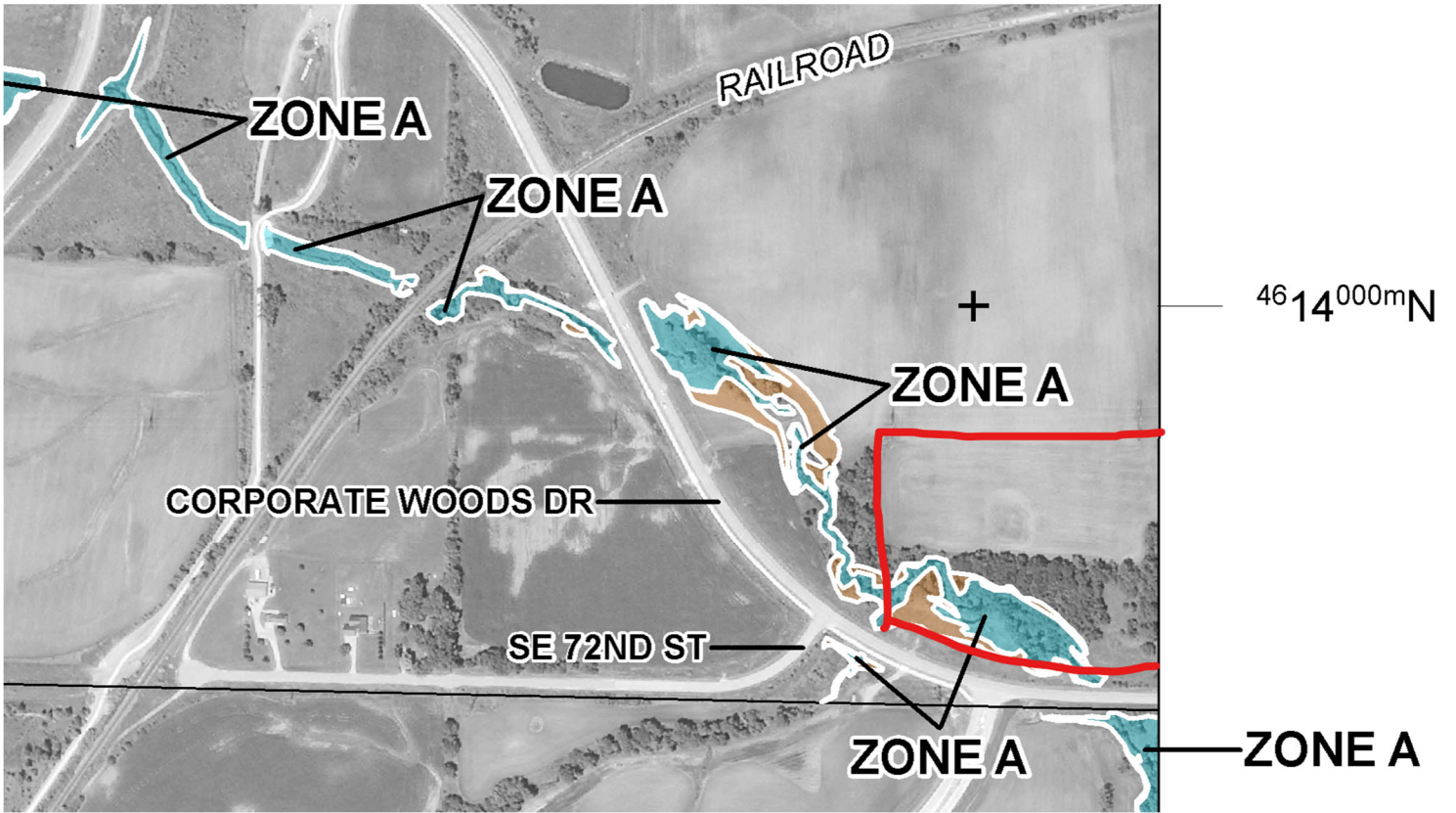
# **EXISTING TOPOGRAGHY / DRAINAGE AREAS**





# **FIRM DRAWING**







**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP

**POLK COUNTY, IOWA**  
AND INCORPORATED AREAS

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



FEMA

Panel Contains:

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

**VERSION NUMBER**  
**2.2.2.1**

**MAP NUMBER**  
**19153C0215F**

**EFFECTIVE DATE**  
**FEBRUARY 1, 2019**



# **TRAFFIC GENERATION PROJECTIONS**

# memo

## Kimberley L. Rouse Engineering

To: Leslie Hart  
City of Ankeny

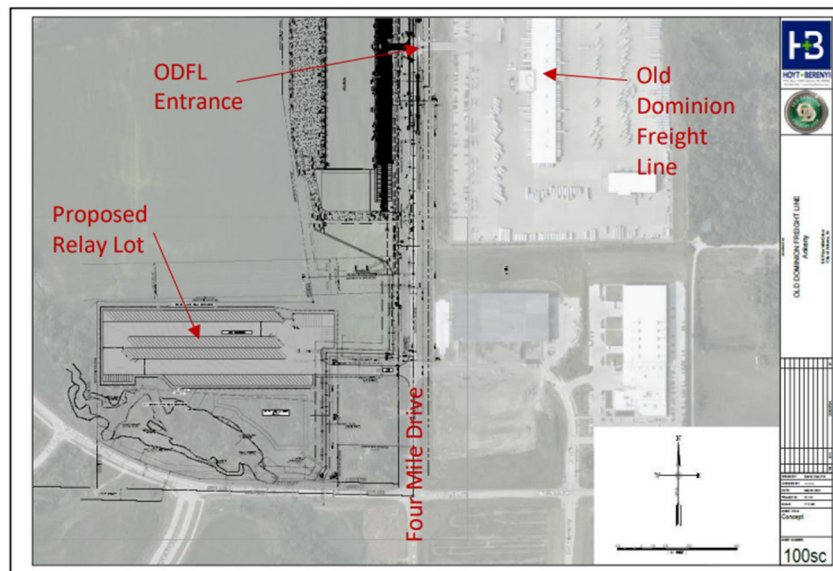
From: Kim Rouse  
KLR Engineering

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

Date: September 16, 2023

Re: Old Dominion Freight Line  
Trip Generation and Distribution

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



**Figure 1 – Site Plan**

## Trip Generation

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

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

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

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

**Table 1 – ODFL Entrance and Four Mile Drive**

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

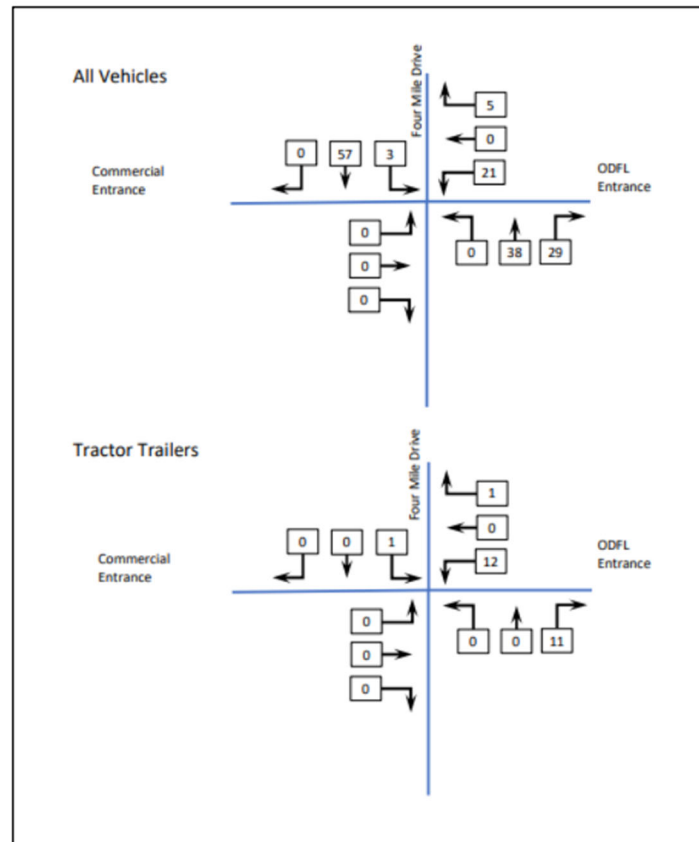
**Table 2 – ODFL Entrance and Four Mile Drive – Entering/Exiting Tractor Trailers**

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

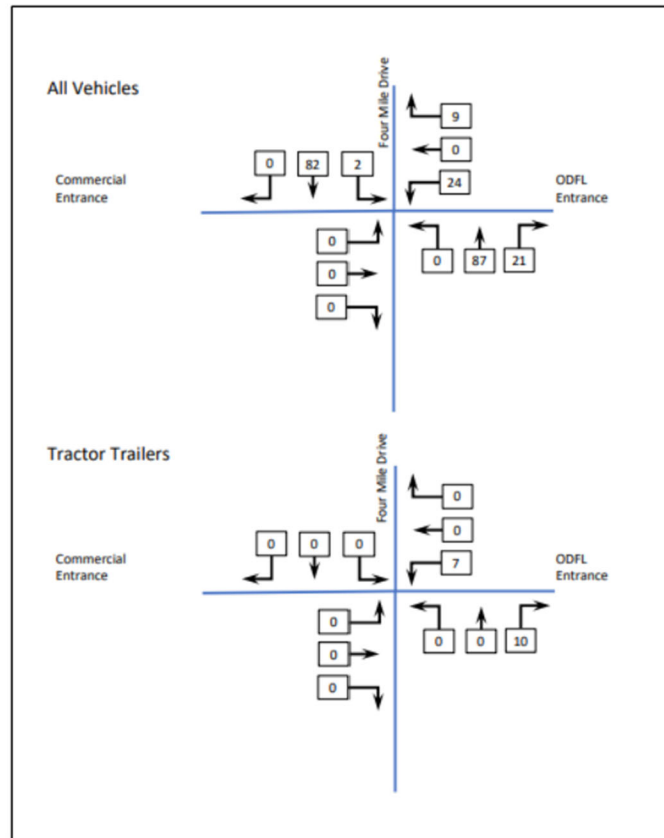
  

| Street Name     | Four Mile Drive - Northbound |      |       | Four Mile Drive - Southbound |      |       | ODFL Entrance- Westbound |      |       | Office Building Entrance - Eastbound |      |       |
|-----------------|------------------------------|------|-------|------------------------------|------|-------|--------------------------|------|-------|---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

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

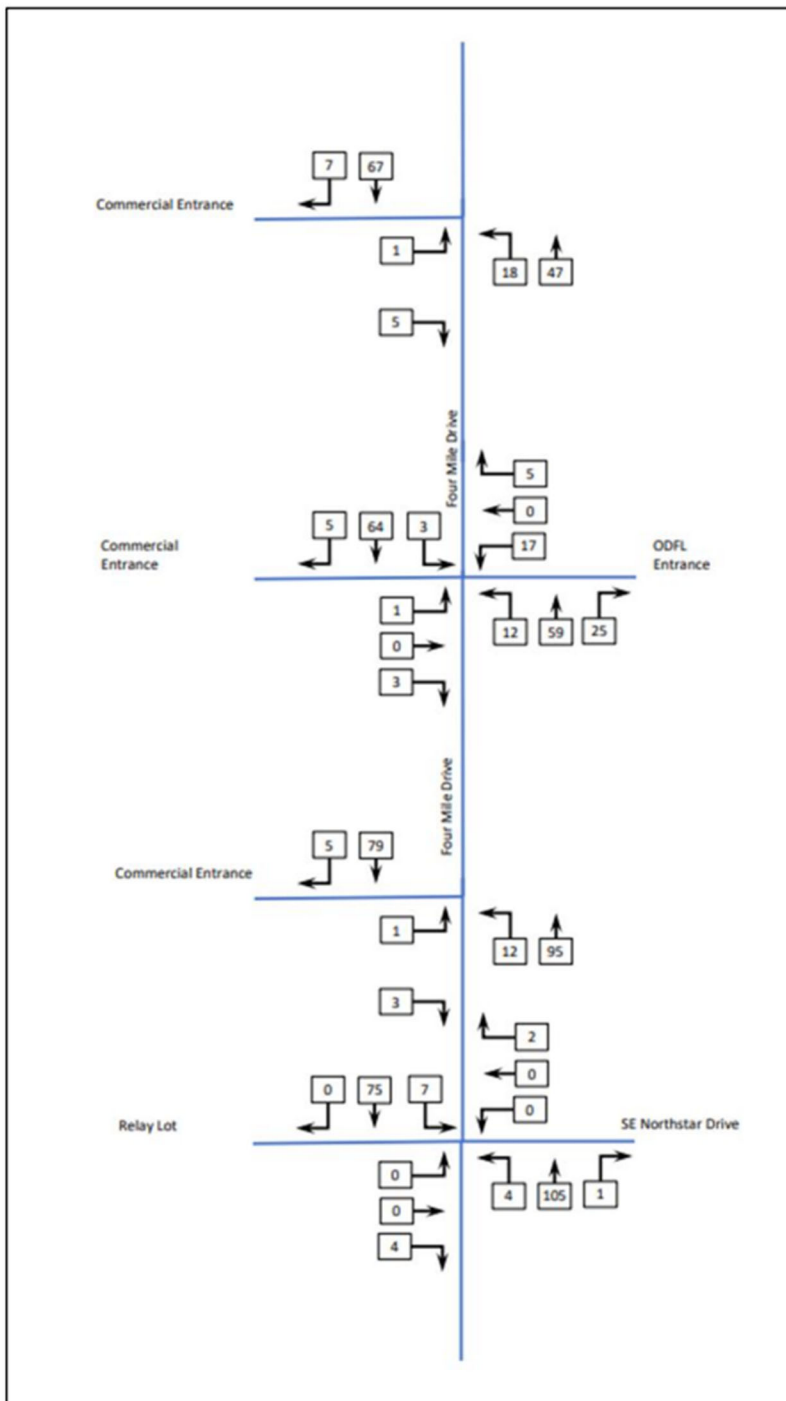


**Figure 2 – Existing AM Peak – 7:30-8:30**



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

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



**Figure 4 – AM Peak – Existing Counts Redistributed**



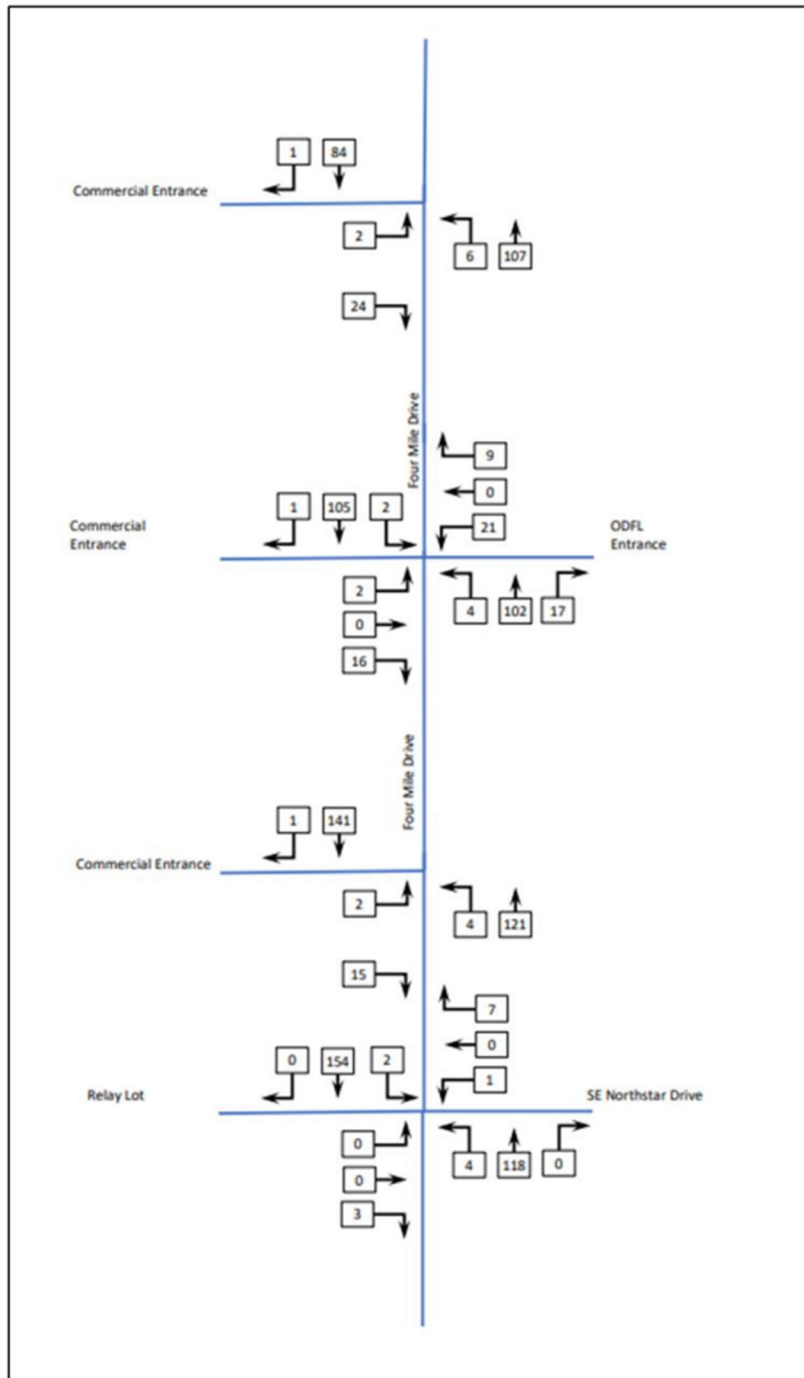


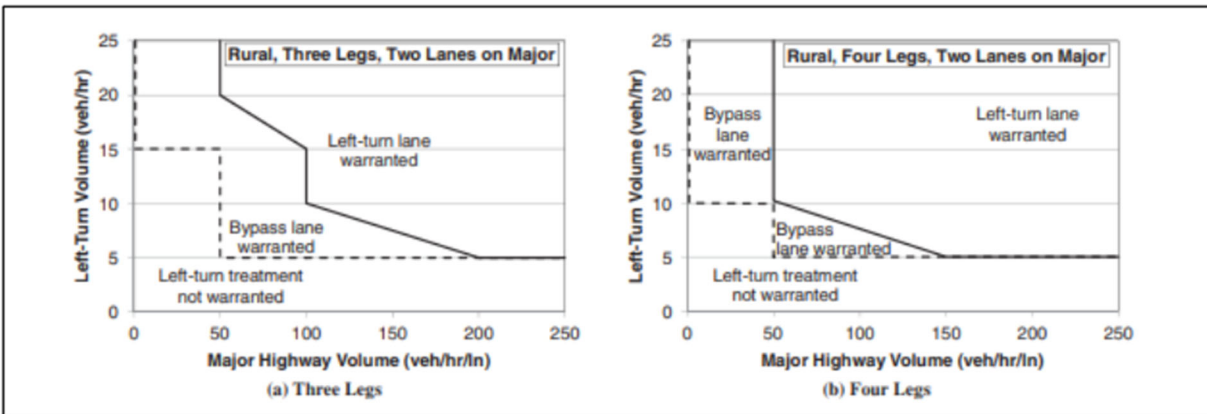
Figure 5 – PM Peak – Existing Counts Redistributed

## Turn Lane Warrants

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

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

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



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

## Conclusion

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

# **WATER USAGE CALCULATIONS**

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

## D. Density table

**Table 1:** Minimum Values

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

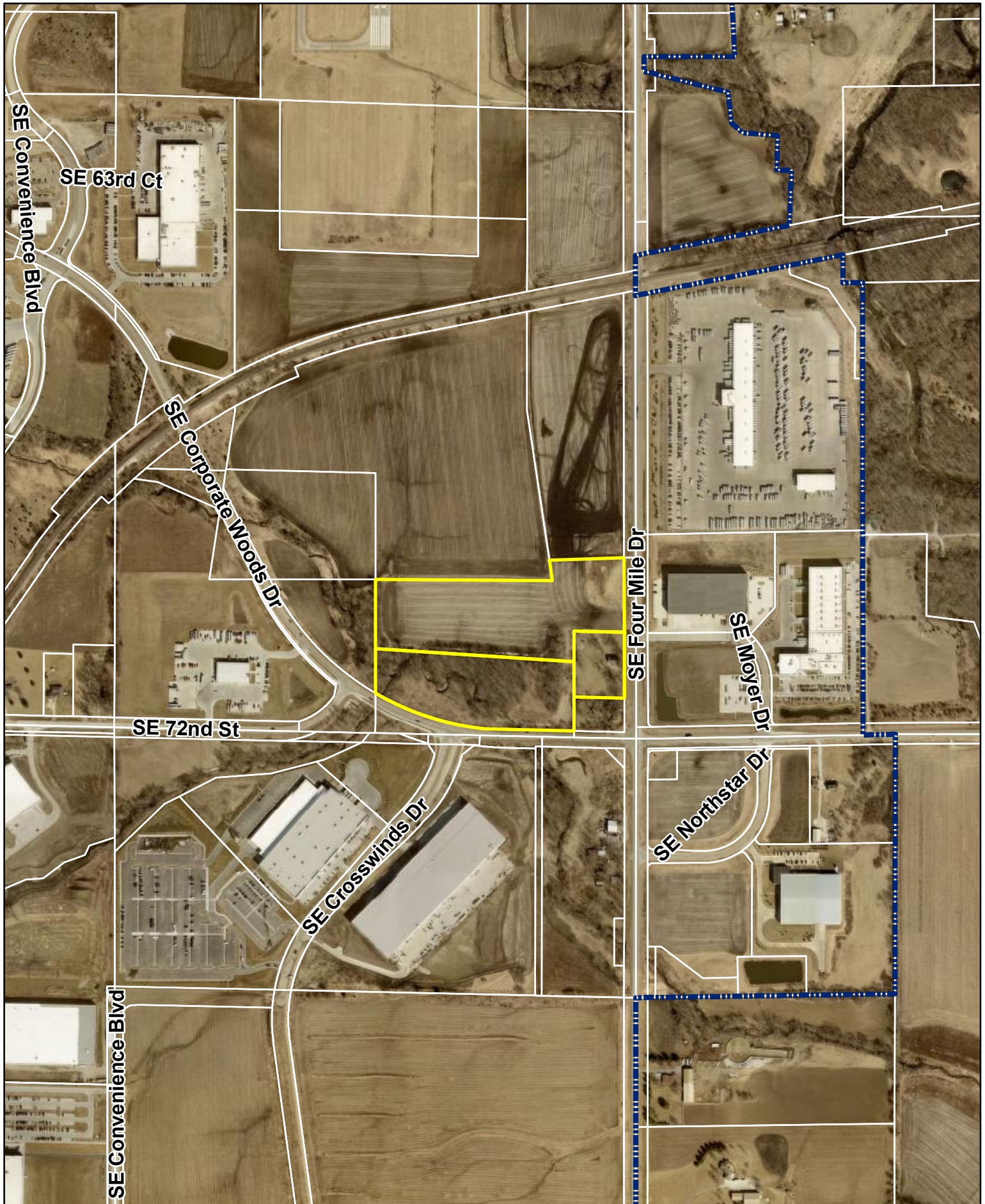
\* Iowa Department of Natural Resources (IDNR) - Dry Weather Flow - One hundred gallons per capita per day (gpcd) should be used in design calculations as the minimum average dry weather flow. This 100 gpcd value may, with adequate justification, include maximum allowable infiltration for proposed sewer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

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

## E. Special design densities

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





**ERG**  
**ENGINEERING RESOURCE GROUP, INC.**

---

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

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

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

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

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

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

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

Sincerely,

**ENGINEERING RESOURCE GROUP, INC.**



Doug Saltsgaver, P.E.  
President





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

---

ACTION REQUESTED:

Resolution

---

LEGAL:

---

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC from Low Density Residential to High Density Residential (LUPA 'A') (date of hrg: 2/5/24 @ 5:30p.m.).

---

EXECUTIVE SUMMARY:

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

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

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 2/5/2024 @ 5:30 p.m.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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

---

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                   |
|  <a href="#">Resolution</a>                        |
|  <a href="#">Notice</a>                          |
|  <a href="#">P&amp;Z Approved LUPA A Exhibit</a> |
|  <a href="#">Aerial Map</a>                      |
|  <a href="#">Applicant Letter</a>                |
|  <a href="#">Future Land Use Map</a>             |

## RESOLUTION

### RESOLUTION 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 HOPE KIMBERLEY LLC, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, LUPA AREA A, LOCATED SOUTH OF NE 126<sup>TH</sup> AVENUE AND EAST OF N ANKENY BOULEVARD

---

**WHEREAS**, on the 19<sup>th</sup> day of December, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3<sup>rd</sup> day of January, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope Kimberley LLC, from Low Density Residential to High Density Residential (LUPA Area A); and

**WHEREAS**, the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

#### LEGAL DESCRIPTION:

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

#### LAYMAN'S DESCRIPTION:

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

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

1. That a public hearing shall be held at 5:30 p.m. on the 5<sup>th</sup> day of February, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the above-described property from Low Density Residential to High Density Residential (LUPA Area A); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 16<sup>th</sup> day of January, 2024.

CITY OF ANKENY, IOWA

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AN AMENDMENT TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, LUPA AREA A, LOCATED SOUTH OF NE 126<sup>TH</sup> AVENUE AND EAST OF N ANKENY BOULEVARD**

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the following described property owned by Hope Kimberley LLC, from Low Density Residential to High Density Residential (LUPA Area A):

**LEGAL DESCRIPTION:**

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

**LAYMAN'S DESCRIPTION:**

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

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 5<sup>th</sup> day of February, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard. The City Council may choose to act upon the amendment at that time.

**DATED** this 16<sup>th</sup> day of January, 2024.

CITY OF ANKENY, IOWA

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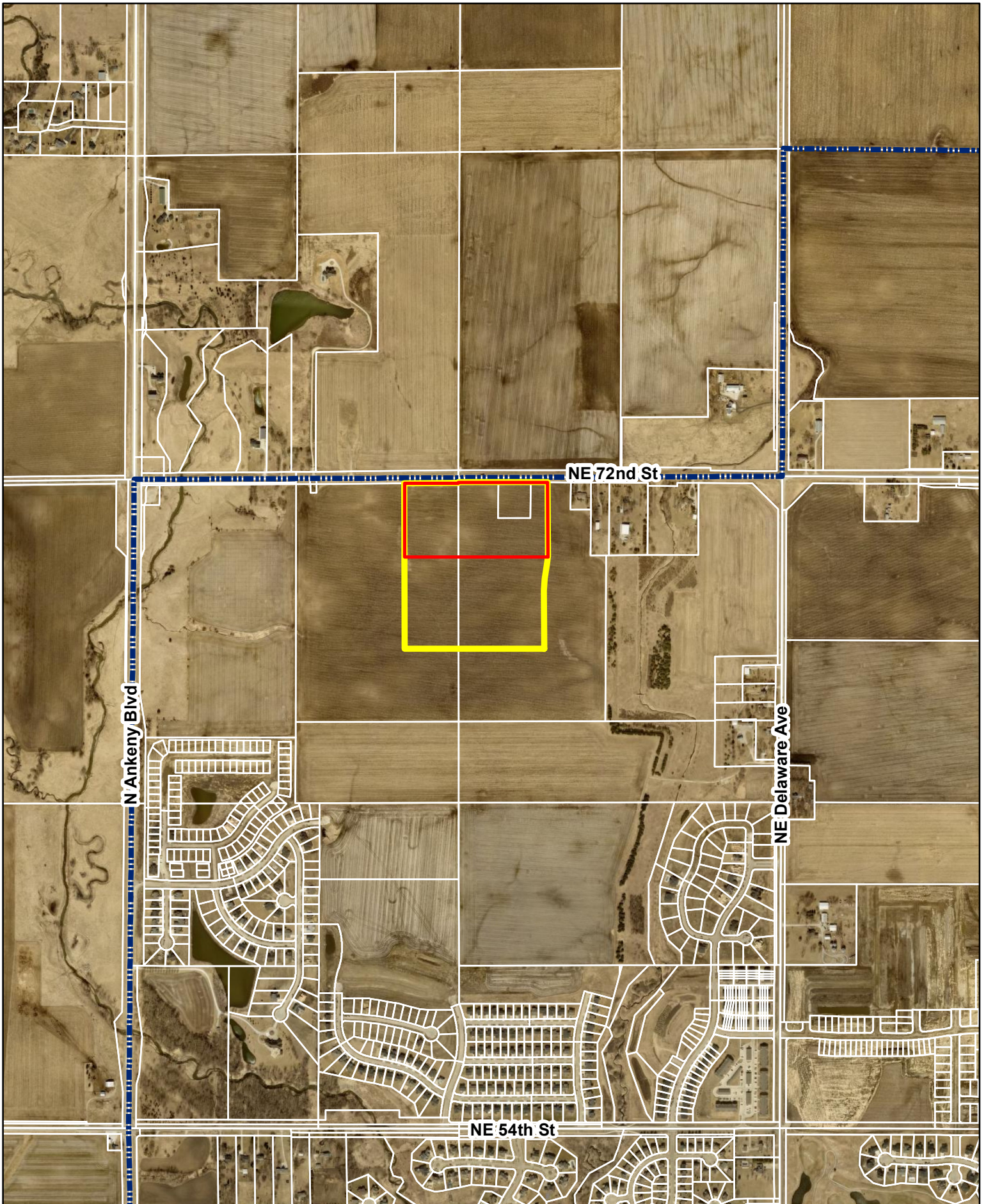
Michelle Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2024.











October 20, 2023

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

RE: Hope Kimberley – Comprehensive Plan Amendment

Honorable Mayor, City Council and Planning & Zoning Commission;

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

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

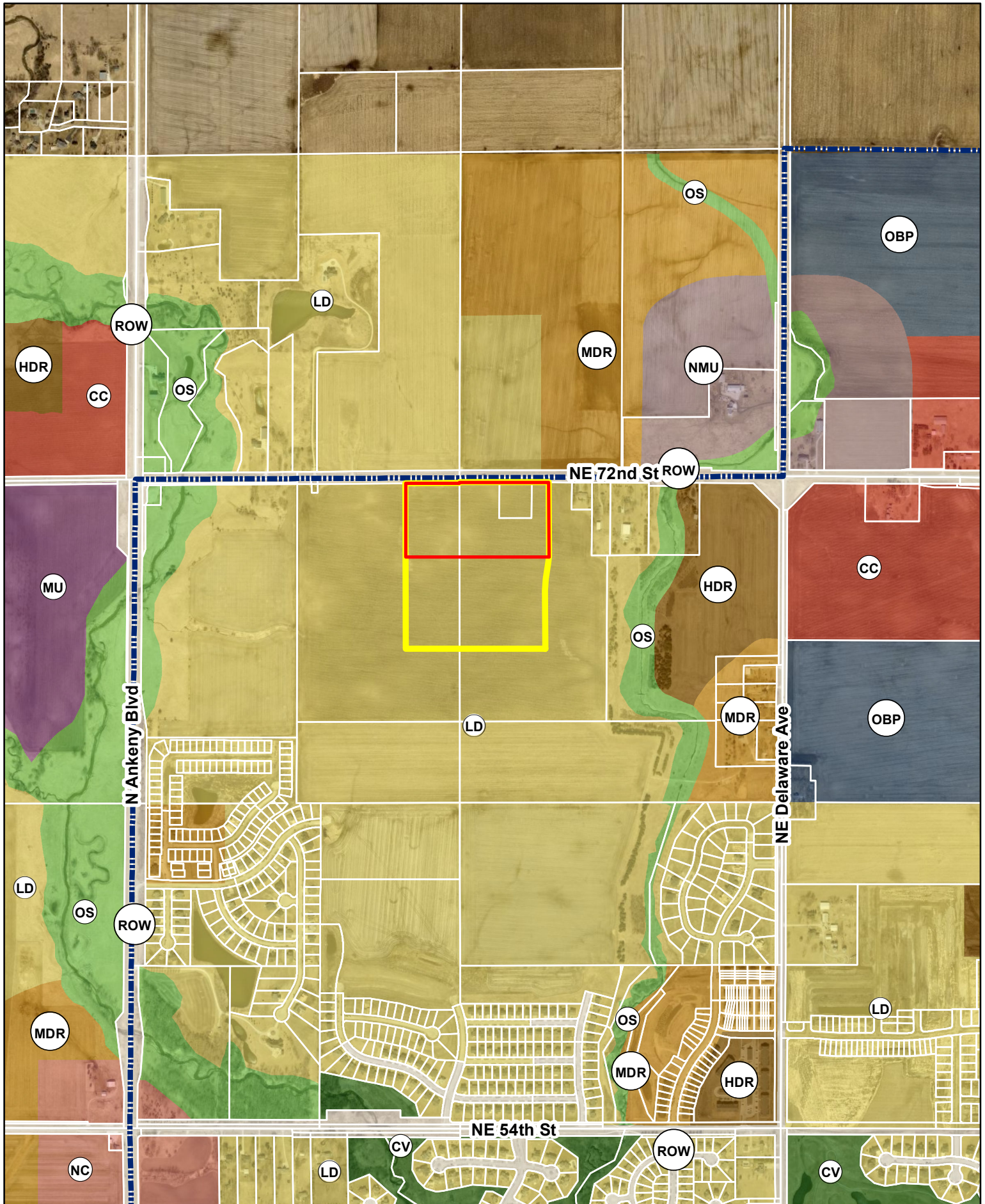
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Ensure Economic Vitality

---

ACTION REQUESTED:  
Resolution

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LEGAL:

---

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A) (date of hrg: 2/5/24 @ 5:30p.m.)

---

EXECUTIVE SUMMARY:

Hope Kimberley LLC is requesting to rezone 36.60 acres (Rezoning Area A) from R-1 One Family Residential District to Planned Unit Development, PUD. This rezoning is accompanied by a land use plan amendment. Properties to the north are zoned Agricultural District, Polk County and properties to the east, west and south are zoned PUD.

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

– 25 ft, Rear Yard – 35 ft, Side Yard – 15 ft, with a maximum density of 18 units per acre. The PUD book also details a berm with landscaping around the perimeter of the multi-family area, different types of architecture character for single-family and multi-family and specific building material requirements for the multi-family area with a minimum of 60% primary building materials required on all elevations.

---

**FISCAL IMPACT: No**

---

**CITY MANAGER'S RECOMMENDATIONS:**

To adopt resolution setting public hearing for 2/5/2024 @ 5:30 p.m.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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

---

**PUBLIC OUTREACH EFFORTS:**

Notification and public hearing by the Plan & Zoning Commission.

---

**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

---

**ATTACHMENTS:**

|                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                            |
|  <a href="#">Resolution</a>                               |
|  <a href="#">Notice</a>                                   |
|  <a href="#">P&amp;Z Approved Rezoning Area A Exhibit</a> |
|  <a href="#">P&amp;Z Approved PUD Book</a>                |
|  <a href="#">Aerial Map</a>                               |
|  <a href="#">Applicant Letter</a>                         |



## RESOLUTION

### RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PLANNED UNIT DEVELOPMENT, PUD, REZONING AREA A, LOCATED SOUTH OF NE 126<sup>TH</sup> AVENUE, EAST OF N ANKENY BOULEVARD

**WHEREAS**, on the 19<sup>th</sup> day of December, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3<sup>rd</sup> day of January, 2024, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and

**WHEREAS**, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

#### LEGAL DESCRIPTION:

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

#### LAYMAN'S DESCRIPTION:

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

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

1. That a public hearing shall be held at 5:30 p.m. on the 5<sup>th</sup> day of February, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 16<sup>th</sup> day of January, 2024.

CITY OF ANKENY, IOWA

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PLANNED UNIT DEVELOPMENT, PUD, REZONING AREA A, LOCATED SOUTH OF NE 126<sup>th</sup> AVENUE, EAST OF N ANKENY BOULEVARD**

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A):

**LEGAL DESCRIPTION:**

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

**LAYMAN'S DESCRIPTION:**

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

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 5<sup>th</sup> day of February, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 16<sup>th</sup> day of January, 2024.

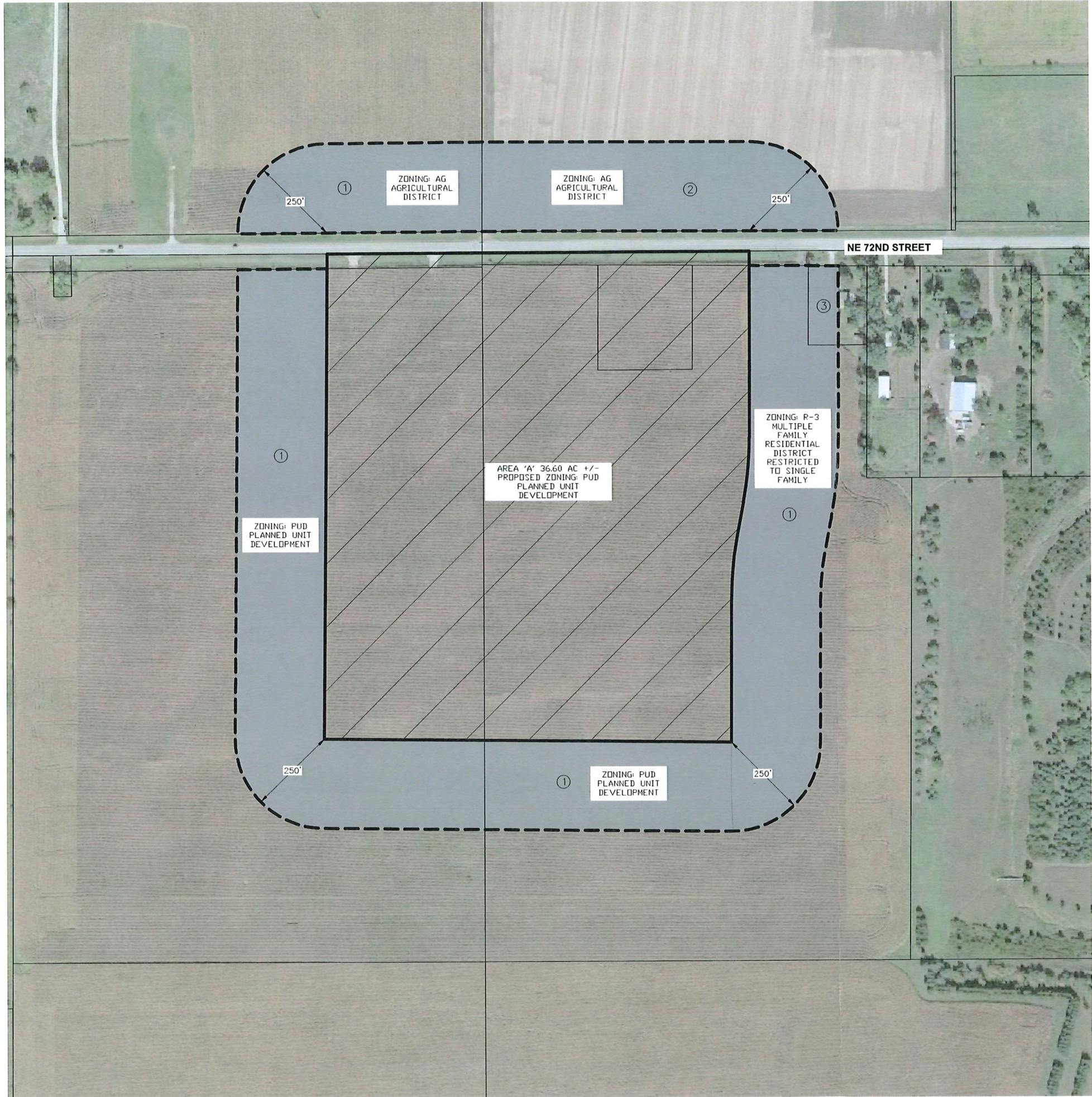
CITY OF ANKENY, IOWA

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Michelle Yuska, City Clerk

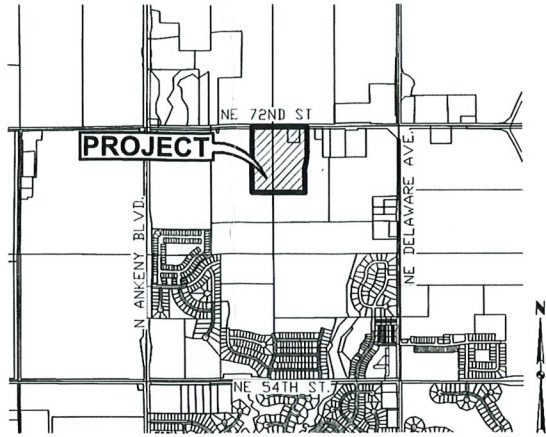
Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2024.





VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

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

APPLICANT

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

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'A':

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

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

ADJACENT OWNERSHIP:

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

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

RECEIVED

NOV 09 2023

CITY OF ANKENY



HOPE KIMBERLEY PROPERTY  
REZONING MAP - AREA 'A'

2108.649



ANKENY, IOWA

ENGINEER: EKO

TECH: MAE / MST

REVISIONS

DATE

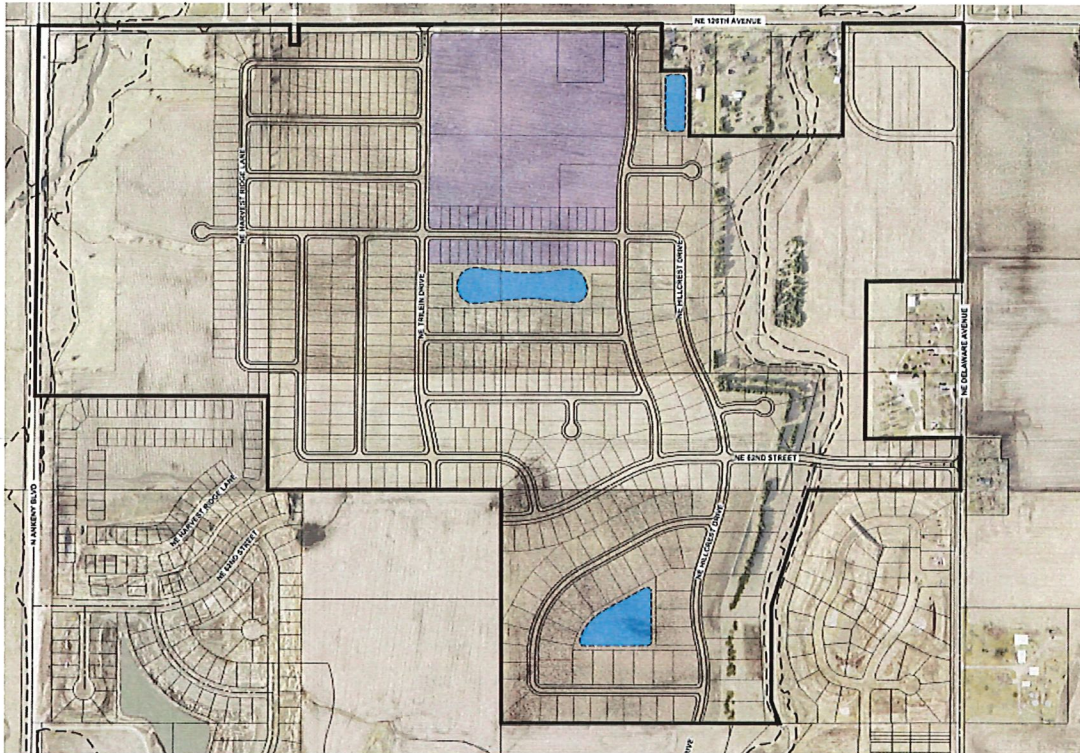
10/20/2023

FIRST SUBMITTAL



# HOPE KIMBERLEY PROPERTY

## PLANNED UNIT DEVELOPMENT – PHASE 2



# HOPE KIMBERLEY PROPERTY

## Planned Unit Development

### TABLE OF CONTENTS

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#### **1 THE PLAN**

Overview Narrative  
PUD Master Plan  
Bulk Regulations

#### **2 REZONING REQUEST**

Rezoning Petition  
Rezoning Map

#### **3 SUPPORTING EVIDENCE**

Supporting Evidence Statement  
Parkland Dedication Calculation  
Parkland Exhibit

#### **4 ARCHITECTURAL CHARACTER**

Architectural Character Statement

## THE PLAN

# **Hope Kimberley Property - Ankeny**

## **OVERVIEW NARRATIVE**

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

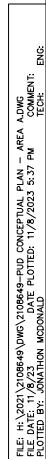
A portion of the property (36.60 acres) is being proposed as a Planned Unit Development with an underlying R-3 zoning that would allow single family residential lots with a minimum width of 50 feet and the development of multi-family residential housing. This product allows further diversity within the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

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

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

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

## P.U.D. CONCEPTUAL PLAN



### CLASS 'C' SCREEN (SECTION)



# **Hope Kimberley Property – Ankeny Planned Unit Development**

## **BULK REGULATIONS**

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

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

### **AREA 'A' – MULTI-FAMILY RESIDENTIAL**

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

# **REZONING REQUEST**

## PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

### Legal Description / Address:

A PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT "Y", FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 69°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 150.22 FEET; THENCE SOUTHERLY 152° WEST, 571.47 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 141.47 FEET AND WHOSE CHORD BEARS SOUTH 05°25'24" WEST, 15.34 FEET; THENCE SOUTH 10°27'45" WEST, 24.18 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'24" WEST, 181.52 FEET; THENCE SOUTH 00°13'21" WEST, 199.16 FEET; THENCE NORTH 49°30'43" WEST, 114.40 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 69°43'12" EAST ALONG SAID NORTH LINE, 416.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.50 ACRES MORE OR LESS.

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

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

### Parcel owner(s) signatures

Jenna Kimberley  
(owner name)

Jenna Kimberley  
(Signature)

(owner name)

(Signature)

### Parcel owners within 250' of the above tract:

Property Owner: Hope Kimberley LLC

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

Signature: Jenna Kimberley

Date: 10/18/2023

Printed Name: Jenna Kimberley

Title: VP

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

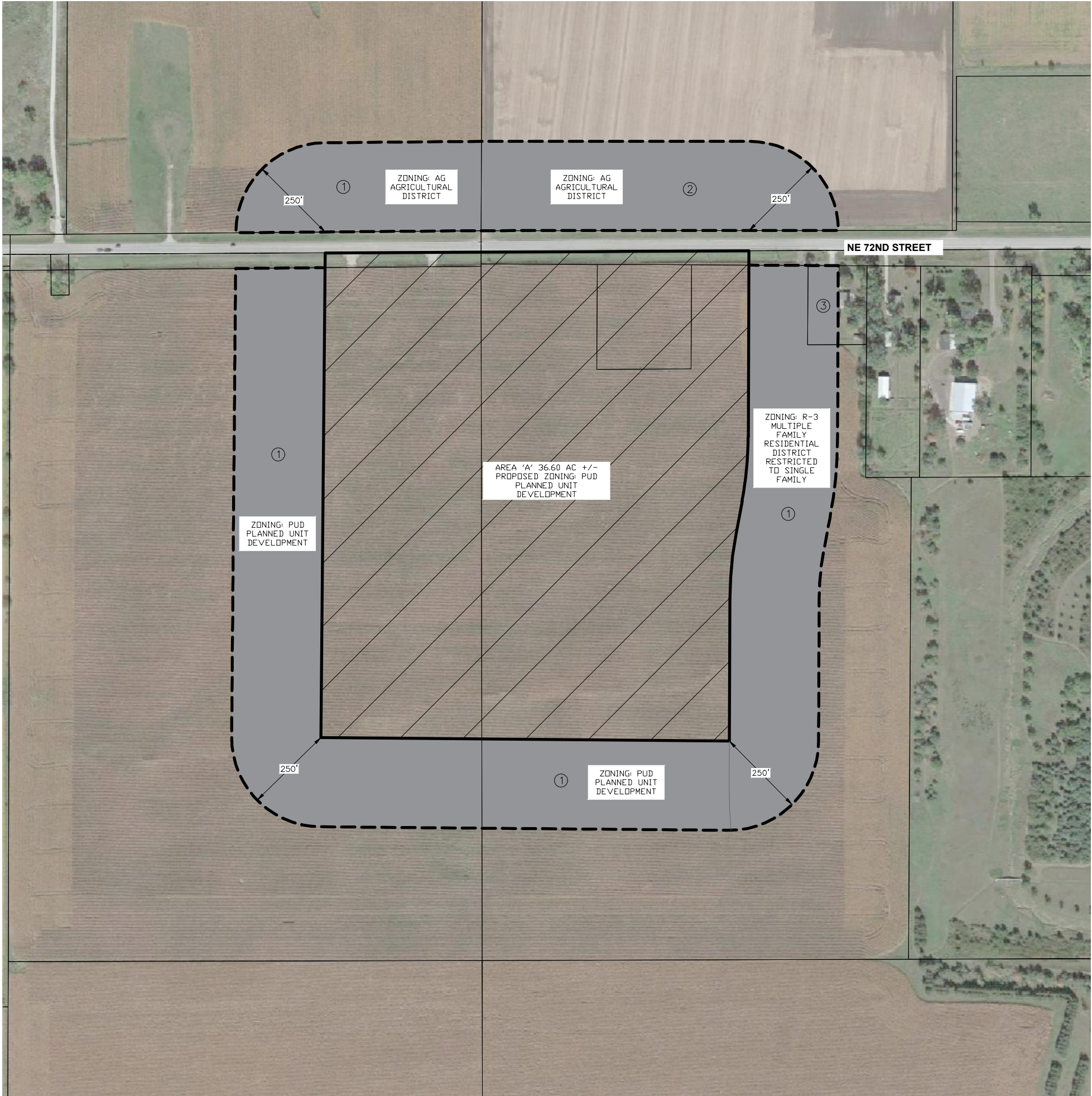
Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

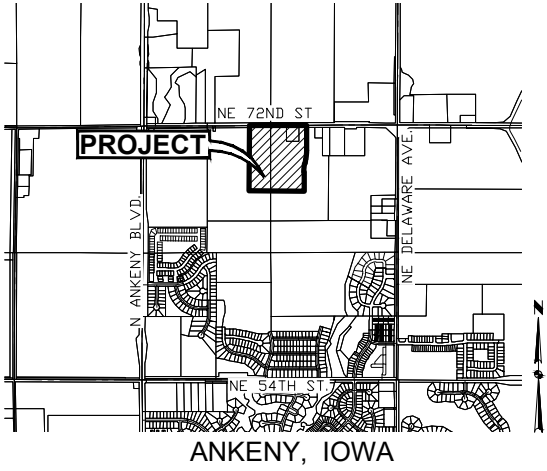


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PLOT: 11/9/2023 8:29 AM  
DRAWN BY: J. KIMBERLEY  
CHECKED BY: J. KIMBERLEY  
DATE: 11/9/2023



VICINITY MAP

SCALE 1"=2000'



OWNER

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

APPLICANT

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

ZONING:

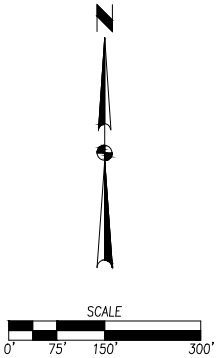
EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL  
PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'A':

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ADJACENT OWNERSHIP:

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



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HOPE KIMBERLEY PROPERTY  
REZONING MAP - AREA 'A'

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322  
PHONE: (515) 369-4400

TECH: MAE / MST  
ENGINEER: EKO

REVISIONS

DATE

10/20/2023

## **SUPPORTING EVIDENCE**



# **Hope Kimberley Property - Ankeny**

## **Supporting Evidence**

### **VEHICULAR CIRCULATION**

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

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

### **PEDESTRIAN CIRCULATION**

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

### **UTILITIES**

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

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

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

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

## STORM WATER MANAGEMENT

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

## PARKS

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

## NEIGHBORHOOD AMENITIES

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

# PARKLAND DEDICATION CALCULATION

## Hope Kimberley Property

Ankeny, Iowa

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

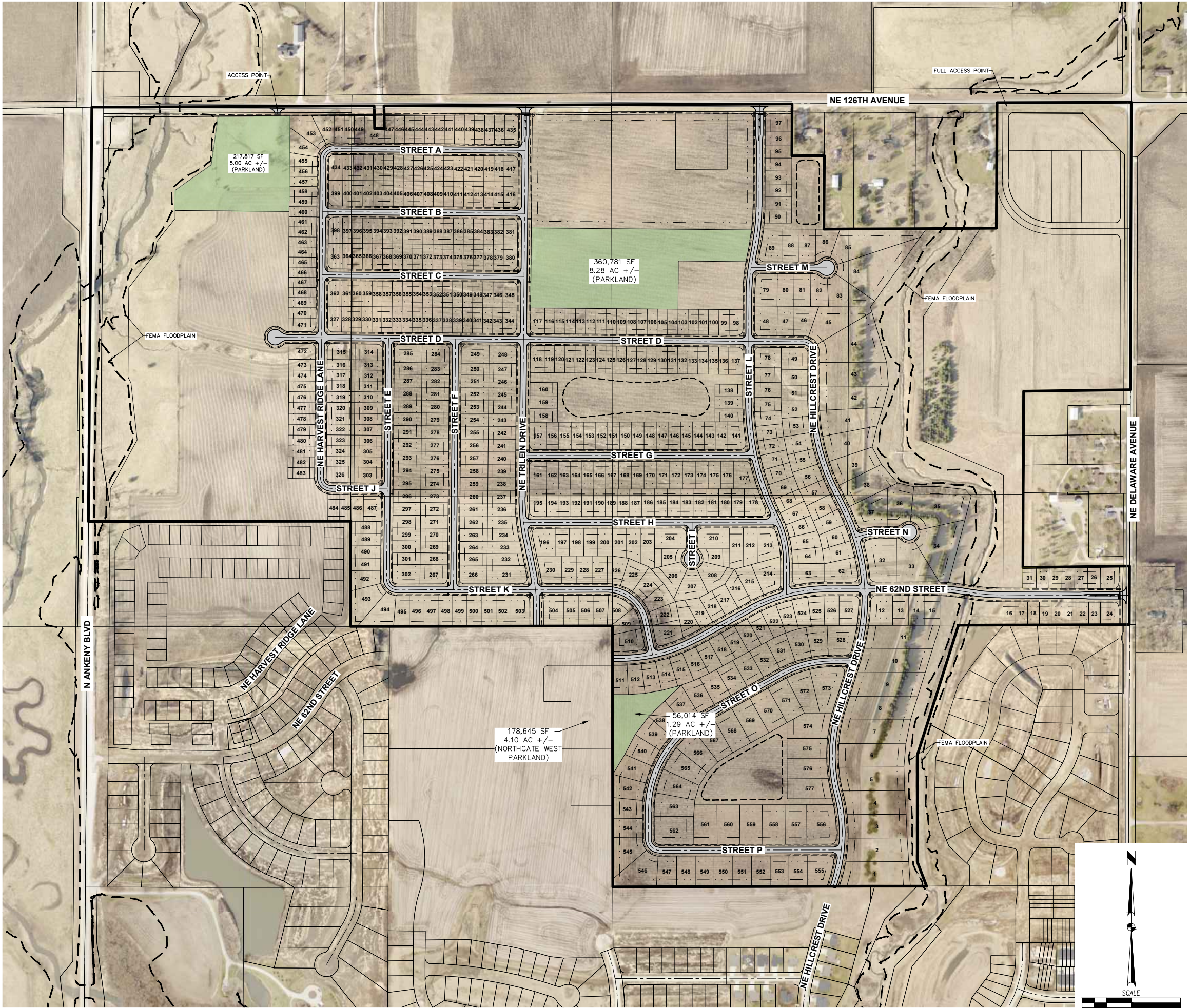
City Park Land Provided = 14.57 Acres

City Park Dedication Required = 18.15 Acres

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



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PLOT: 11/8/2023 5:36 PM  
COMMENTS: 1. PARKLAND SHOWN OUTSIDE OF PUD AREA IS APPROXIMATE. FURTHER DISCUSSIONS WITH CITY STAFF WILL NEED TO OCCUR DURING THE PRELIMINARY PLAT PROCESS.  
PLotted BY: ANTHONY MICHAEL ENG.



LEGEND  
PARKLAND

NOTE:  
1. PARKLAND SHOWN OUTSIDE OF PUD AREA IS APPROXIMATE. FURTHER DISCUSSIONS WITH CITY STAFF WILL NEED TO OCCUR DURING THE PRELIMINARY PLAT PROCESS.

GA

DATE

REVISIONS

4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322  
PHONE: (515) 369-4400

ENGINEER: GH/JWM

GA

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

HOPE KIMBERLEY PROPERTY

PROPOSED PARKLAND EXHIBIT

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# **ARCHITECTURAL CHARACTER**



# Hope-Kimberley Property – Ankeny

## ARCHITECTURAL CHARACTER STATEMENT

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















MULTI-FAMILY RESIDENTIAL





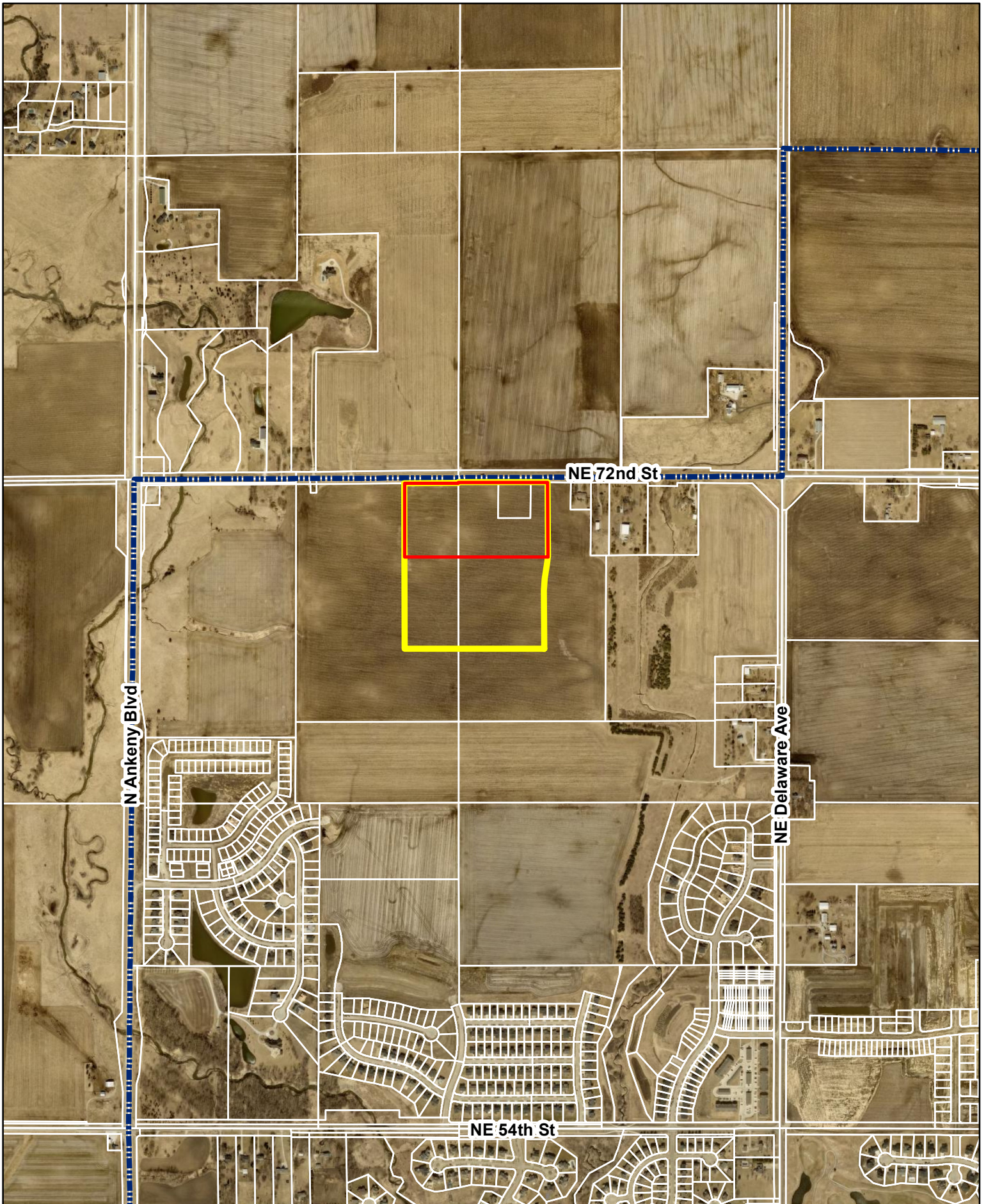
## Multi-Family Building Material Requirements

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

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

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





October 20, 2023

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

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

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

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation





ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

---

ACTION REQUESTED:

Resolution

---

LEGAL:

---

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residence District to R-3 Multiple Family Residence District (Rezoning Area B) (date of hrg: 2/5/24 @ 5:30p.m.)

---

EXECUTIVE SUMMARY:

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

---

FISCAL IMPACT: **No**

---



CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 2/5/2024 @ 5:30 p.m.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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

---

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                          |
|  <a href="#">Resolution</a>                               |
|  <a href="#">Notice</a>                                   |
|  <a href="#">P&amp;Z Approved Rezoning Area B Exhibit</a> |
|  <a href="#">Aerial Map</a>                               |
|  <a href="#">Applicant Letter</a>                        |

## RESOLUTION

### **RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, REZONING AREA B, LOCATED SOUTH OF NE 126<sup>TH</sup> AVENUE, WEST OF NE DELAWARE AVENUE**

**WHEREAS**, on the 19<sup>th</sup> day of December, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3<sup>rd</sup> day of January, 2024, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District (Rezoning Area B); and

**WHEREAS**, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

#### **LEGAL DESCRIPTION:**

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

#### **LAYMAN'S DESCRIPTION:**

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

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

1. That a public hearing shall be held at 5:30 p.m. on the 5<sup>th</sup> day of February, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District (Rezoning Area B); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 16<sup>th</sup> day of January, 2024.

CITY OF ANKENY, IOWA

---

Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, REZONING AREA B, LOCATED SOUTH OF NE 126<sup>th</sup> AVENUE, WEST OF NE DELAWARE AVENUE**

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District (Rezoning Area B):

**LEGAL DESCRIPTION:**

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

**LAYMAN'S DESCRIPTION:**

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

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 5<sup>th</sup> day of February, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 16<sup>th</sup> day of January, 2024.

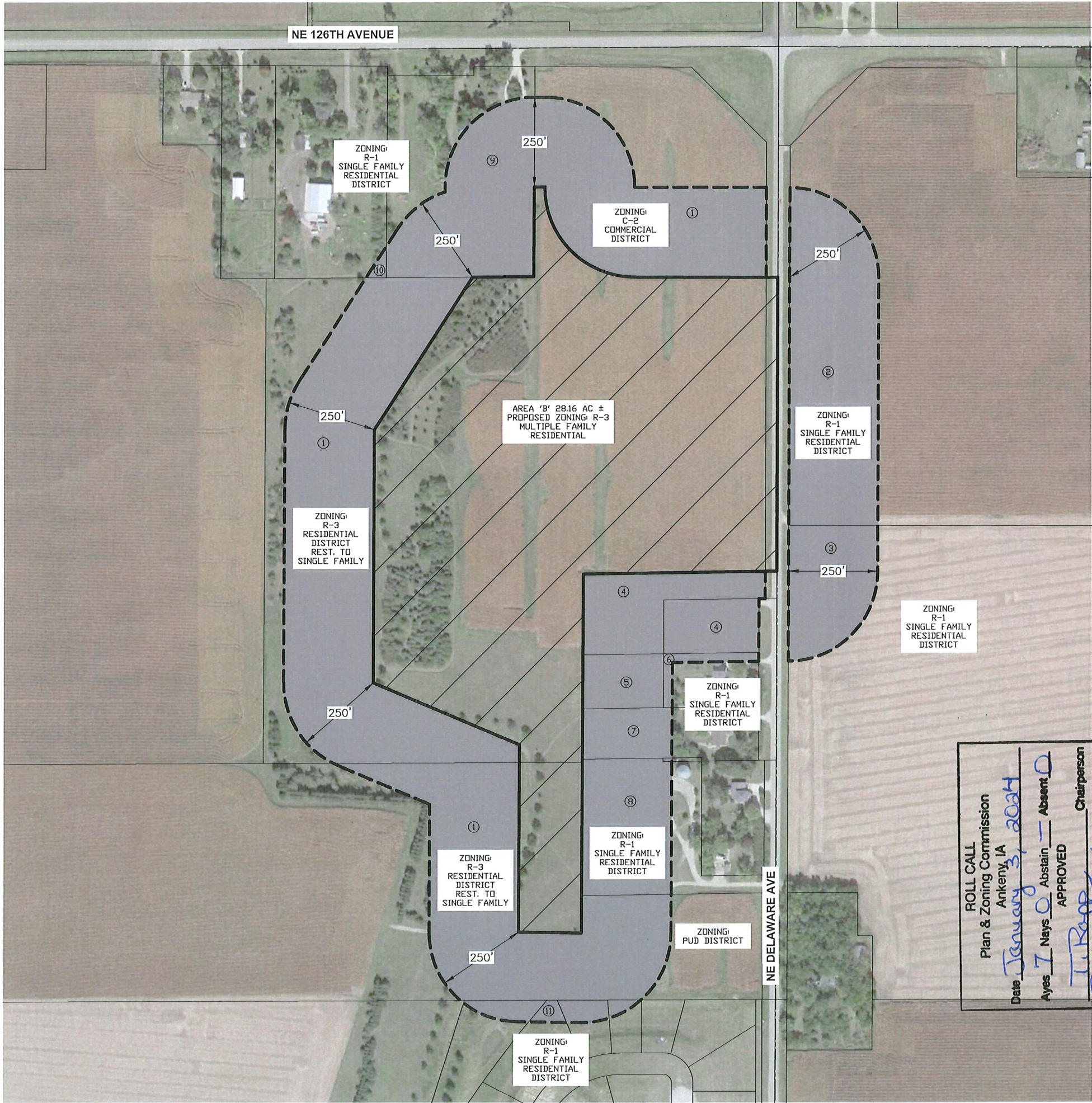
CITY OF ANKENY, IOWA

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Michelle Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2024.

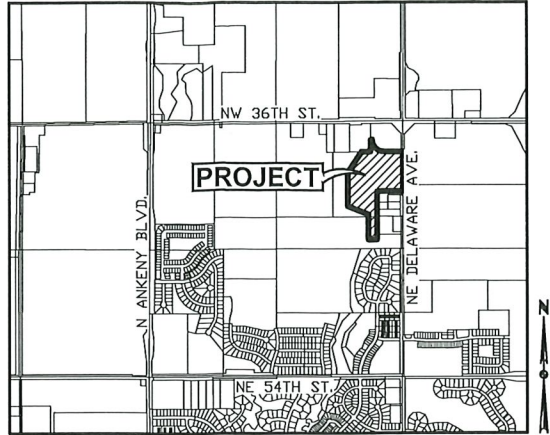




ROLL CALL  
Plan & Zoning Commission  
Ankeny, IA  
Date January 3, 2024  
Ayes 7 Nays 0 Abstain 1 Absent 0  
APPROVED  
Chairperson T. Rapp  
Secretary Brandi Chappman

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

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

APPLICANT

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

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: R-3 - MULTIPLE FAMILY RESIDENTIAL

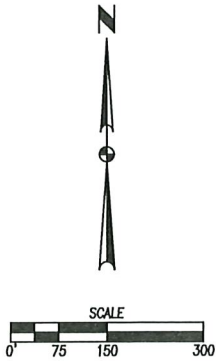
REZONING DESCRIPTION - AREA 'B':

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

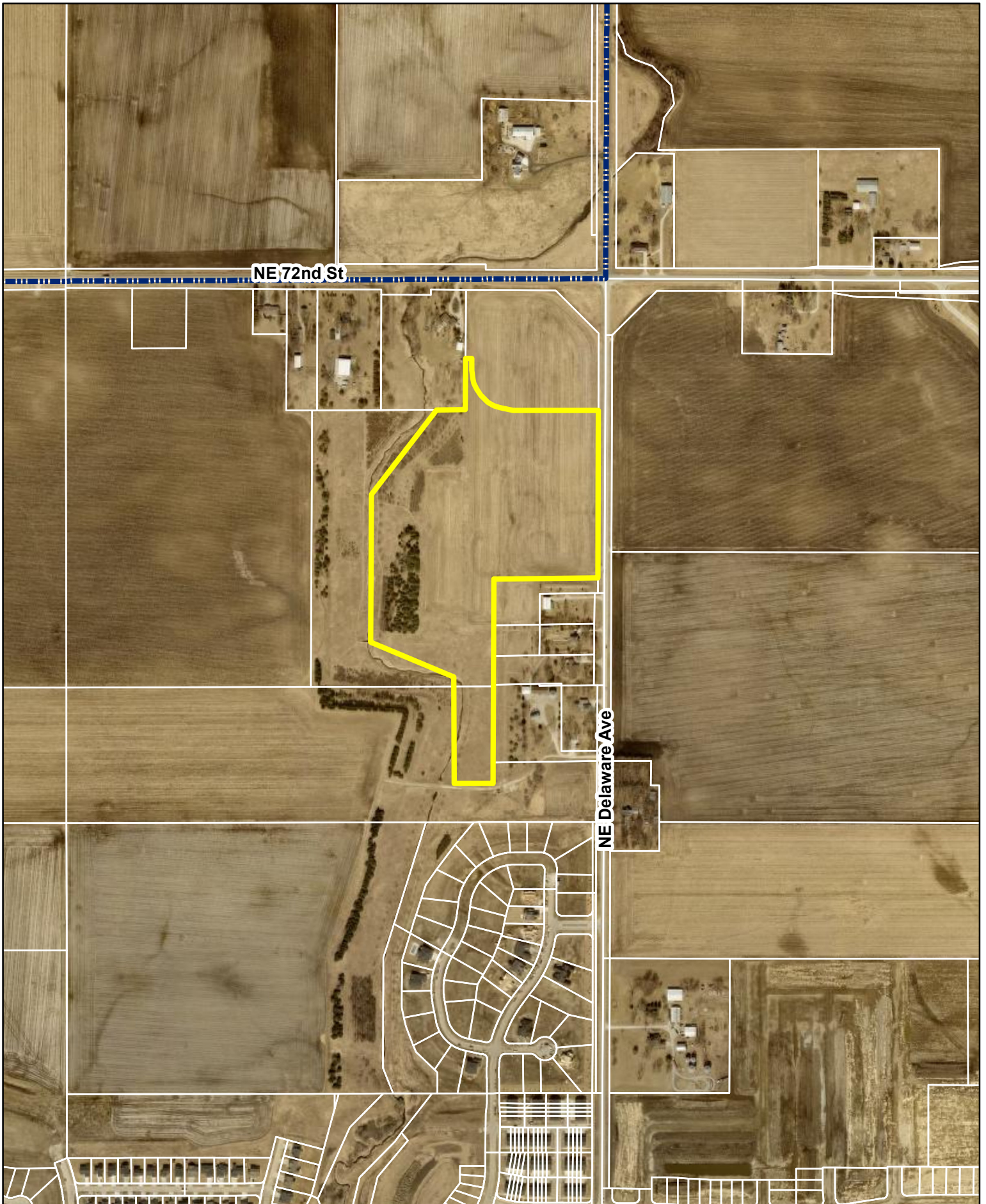
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ADJACENT OWNERSHIP:

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







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

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



October 20, 2023

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

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

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

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Resolution

---

LEGAL:

No Review Required

---

SUBJECT:

**Flashing Beacon & RRFB Installation:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$66,300.00; and c) Final Payment in the amount of \$62,985.00; and Retainage Payment in the amount of \$3,315.00.

---

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 Iowa Signal, Inc. of Grimes, Iowa for the Flashing Beacon & RRFB Installation.

The project is now complete. The work was associated with two projects in the Annual Traffic Signal Improvement Program for 2023. Four (4) flashing beacons were installed through the School Walkability Improvements project, to support special school zone speed limits on SW Prairie Trail Parkway at Heritage Elementary School and on NW Weigel Drive at St. Luke Catholic School. Six (6) RRFB's (rectangular rapid flashing beacons) were installed on NW Ash Drive, NW Prairie Ridge Drive and SE Magazine Road to support student crossings of these streets.

The remaining four (4) RRFB's were installed at the High Trestle Trail crossings of SE Shurfine Drive and SE Magazine Road as part of the High Trestle Trail RRFB project.

A series of actions are needed in order to close out this construction project:

a) Accept 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) Adopt Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the Flashing Beacon & RRFB Installation and establishes the final contract amount to be \$66,300.00.

c) Approve Final Payment: Iowa Signal, Inc. in the amount of \$62,985.00

and Retainage Payment: Iowa Signal, Inc. in the amount of \$3,315.00

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 for construction in 2023.

---

#### CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Accept 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.

2. Adopt Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the Flashing Beacon & RRFB Installation and establishes the final contract amount to be \$66,300.00.

3. Approve Final Payment: Iowa Signal, Inc. in the amount of \$62,985.00

and Retainage Payment: Iowa Signal, Inc. in the amount of \$3,315.00

---

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 3, 2023: City Council approved construction and awarded the construction contract..

---

#### PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                |
|  <a href="#">Resolution</a>                     |
|  <a href="#">Pay Application #1 &amp; Final</a> |
|  <a href="#">Certificate of Completion</a>      |

**RESOLUTION**

**RESOLUTION ACCEPTING THE  
FLASHING BEACON & RRFB INSTALLATION  
WITH IOWA SIGNAL, INC.**

**WHEREAS**, on the 3<sup>rd</sup> day of **July, 2023**, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Iowa Signal, Inc. of Grimes, Iowa**, for the construction of certain public improvements generally described as the Flashing Beacon & RRFB Installation 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 16, 2024**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$66,300.00**, as shown in the report of the Engineer.

**PASSED AND APPROVED** this 16<sup>th</sup> day of **January, 2024**.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Flashing Beacon & RRFB Installation for HTT RRFB's & Walkability Improvements  
Contractor: Iowa Signal Inc.  
Address: 3711 SE Capitol Cir., Grimes, IA 50111  
Finance Budget Code: 965.3965.4456 Finance Project #: 965.4456  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: July 3, 2023 Vendor Account #: 644

Date of Council Meeting: January 16, 2024 Payment Application #: 1 and Final  
Payment Period: From: July 31, 2023 Through: December 29, 2023

### Contract Summary:

|                                          |    |           |              |
|------------------------------------------|----|-----------|--------------|
| Original Contract Amount:                | \$ | 66,300.00 |              |
| Net Change by Change Orders:             | \$ | -         |              |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 66,300.00 |              |
| Total Completed and Stored to Date:      | \$ | 66,300.00 |              |
| Retainage: <u>5</u> % of Completed Work: | \$ | 3,315.00  |              |
| Total Earned Less Retainage:             | \$ | 62,985.00 |              |
| Less Previous Applications for Payment:  | \$ | -         |              |
| SUBTOTAL:                                |    |           | \$ 62,985.00 |
| OTHER CHARGES:                           |    |           | \$ -         |
| CURRENT PAYMENT DUE:                     |    |           | \$ 62,985.00 |
| Balance to Finish, Including Retainage:  | \$ | 3,315.00  |              |
| Contract Time Remaining:                 |    | -         | Working Days |

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

Construction Contractor Approval: Iowa Signal Inc.  
Firm Name  
Signature: Heather Lesley Date: 1/3/24

Engineer / Consultant Approval: City of Ankeny, Public Works Department  
Firm Name  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Ankeny Staff Approval:  
Signature: Leslie Hart Date: 1/4/24

Submit to: Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager  
E-mail: Lhart@ankenyiowa.gov Phone Number: 515-963-3548

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO.                  | DESCRIPTION<br>(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 |
|---------------------------|------------------------------------------------------------------------------|-------|----------------------------|-----------------------------------|----------------|-------------|----------------|--------------------------------|-----------------------------|------------------------------------------|-------------------------|-------------------------------|--------------------|------------------|
| STREETS AND RELATED WORK  |                                                                              |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 1                         | Provide and Install Pedestal Pole Foundation 24" x 48" (SUDAS Fig 8/010.102) | EA    | 14.00                      |                                   | 14.00          | \$ 2,400.00 | \$ 33,600.00   | 14.00                          | \$ 33,600.00                |                                          | 14.00                   | \$ 33,600.00                  | 0.00               | 100.00%          |
| 2                         | Assemble and Install Solar-Powered Flashing Beacon on Concrete Foundation    | EA    | 4.00                       |                                   | 4.00           | \$ 1,850.00 | \$ 7,400.00    | 4.00                           | \$ 7,400.00                 |                                          | 4.00                    | \$ 7,400.00                   | 0.00               | 100.00%          |
| 3                         | Assemble and Install Solar-Powered RRFBS on Concrete Foundation              | EA    | 10.00                      |                                   | 10.00          | \$ 2,000.00 | \$ 20,000.00   | 10.00                          | \$ 20,000.00                |                                          | 10.00                   | \$ 20,000.00                  | 0.00               | 100.00%          |
| TRAFFIC CONTROL           |                                                                              |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 4                         | Temporary Traffic Control                                                    | LS    | 1.00                       |                                   | 1.00           | \$ 2,800.00 | \$ 2,800.00    | 1.00                           | \$ 2,800.00                 |                                          | 1.00                    | \$ 2,800.00                   | 0.00               | 100.00%          |
| SITE WORK-AND LANDSCAPING |                                                                              |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 5                         | Site Restoration                                                             | LS    | 1.00                       |                                   | 1.00           | \$ 2,500.00 | \$ 2,500.00    | 1.00                           | \$ 2,500.00                 |                                          | 1.00                    | \$ 2,500.00                   | 0.00               | 100.00%          |
| CHANGE ORDER ITEMS        |                                                                              |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 12.01                     |                                                                              |       |                            |                                   | 0.00           |             | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 12.02                     |                                                                              |       |                            |                                   | 0.00           |             | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 12.03                     |                                                                              |       |                            |                                   | 0.00           |             | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 12.04                     |                                                                              |       |                            |                                   | 0.00           |             | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 12.05                     |                                                                              |       |                            |                                   | 0.00           |             | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 66,300.00 PAY PERIOD = \$ 66,300.00

COMPLETED = \$ 66,300.00

100.00%

# CERTIFICATE OF COMPLETION

## *Flashing Beacon & RRFB Installation*

Ankeny, Iowa

*January 16, 2024*

This is to certify that the construction improvements on the *Flashing Beacon & RRFB Installation* have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$66,300.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Leslie Hart, P.E., PTOE  
Traffic Engineering Manager  
City of Ankeny, Iowa  
Iowa License Number 16020*



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Resolution

---

LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/13/24 @ 10:30 A.M. / date of hrg: 2/19/24 @ 5:30 P.M.)

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EXECUTIVE SUMMARY:

The NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing project includes subgrade preparation and Hot Mix Asphalt (HMA) overlay of NW 36<sup>th</sup> Street from NW Weigel Drive to NW Irvinedale Drive and subgrade preparation and HMA overlay of NW Weigel Drive from NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street.

The construction improvements include approximately 12,600 Ton of HMA, subgrade preparation, storm sewer culvert extensions, pavement markings, permanent signage, Class 10 excavation, temporary traffic control, erosion control, final surface restoration, 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 15, 2024 and no later than July 1, 2024. The contractor will have 50 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 16, 2024
2. Post Notice to Bidders and Notice of Public Hearing: January 18, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: February 2, 2024
4. Bid Opening (10:30 A.M., Public Services Building): February 13, 2024
5. Public Hearing and Contract Award: February 19, 2024  
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost; review bids, award contract, and approve contract and bonds.)

---

**FISCAL IMPACT: No**

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

---

**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 13, 2024 and setting the public hearing date as February 19, 2024 for the NW 36th Street and NW Weigel Drive HMA Resurfacing 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 18, 2024 and to be published in the Des Moines Register on February 2, 2024.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                                                |
|----------------------------------------------------------------|
| Click to download                                              |
| <a href="#">Resolution</a>                                     |
| <a href="#">Notice to Bidders and Notice of Public Hearing</a> |
| <a href="#">Location map</a>                                   |



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW 36TH STREET AND NW WEIGEL DRIVE HMA RESURFACING, 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 NW  
36TH STREET AND NW WEIGEL DRIVE HMA  
RESURFACING, 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 NW 36th Street and NW Weigel Drive HMA Resurfacing; 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 NW 36th Street and NW Weigel Drive HMA Resurfacing, 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 NW 36th Street and NW Weigel Drive HMA Resurfacing project includes subgrade preparation and Hot Mix Asphalt (HMA) overlay of NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and subgrade preparation and HMA overlay of NW Weigel Drive from NW 18th Street to NW 36th Street.

The construction improvements include approximately 12,600 Tons of HMA, subgrade preparation, storm sewer culvert extensions, pavement markings, permanent signage, Class 10 excavation, temporary traffic control, erosion control, final surface restoration, 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 13, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 19, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on February 19, 2024.

PASSED AND APPROVED this 16th day of January, 2024.

---

Mayor

ATTEST:

---

City Clerk

**NOTICE TO BIDDERS AND**  
**NOTICE OF PUBLIC HEARING**

**NW 36<sup>TH</sup> STREET AND NW WEIGEL DRIVE HMA RESURFACING**  
**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 **NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing** project at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>  
Meeting ID: 973 1299 2966      Passcode: 1234
2. Join Meeting by Phone:  
Dial: +1 312 626 6799  
Meeting ID: 973 1299 2966      Passcode: 1234

**Time and Place for Filing Sealed Proposals**

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **13<sup>th</sup> day of February, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

**Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 13<sup>th</sup> day of February, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

**Commencement of Work**

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 15, 2024 and no later than July 1, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April 2024.

### Contract Documents

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://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](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from the Civil Design Advantage, 4151 NW Urbandale Drive, Urbandale, IA 50322. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-369-4400 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

#### **NW 36<sup>TH</sup> STREET AND NW WEIGEL DRIVE HMA RESURFACING**

**The NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing project includes subgrade preparation and Hot Mix Asphalt (HMA) overlay of NW 36<sup>th</sup> Street from NW Weigel Drive to NW Irvinedale Drive and subgrade preparation and HMA overlay of NW Weigel Drive from NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street.**

**The construction improvements include approximately 12,600 Tons of HMA, subgrade preparation, storm sewer culvert extensions, pavement markings, permanent signage, Class 10 excavation, temporary traffic control, erosion control, final surface restoration, 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 pavement markings and signs installed, and the new streets fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. 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 **16<sup>th</sup> day of January, 2024.**

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Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **18<sup>th</sup> day of January, 2024.**

Published in the Des Moines Register the **2<sup>nd</sup> day of February, 2024.**









ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Resolution

---

LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the SE 3rd Street Utility Improvements - Phase 2 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/13/24 @ 10:30 A.M. / date of hrg: 2/19/24 @ 5:30 P.M.)

---

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the SE 3rd Street Utility Improvements - Phase 2 project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment; and setting a date for the filing of bids on the project.

The SE 3<sup>rd</sup> Street Utility Improvements – Phase 2 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3<sup>rd</sup> Street, from S. Ankeny Boulevard to SE Sharon Drive.

The construction improvements include approximately 5,090 SY of 8" thick PCC street pavement, 1,350 LF of sanitary sewer, 1,615 LF of storm sewer, 1,160 LF of water main, 2,460 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, seeding and fertilizing, 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 March 18, 2024 and no later than April 15, 2024. The contractor will have 160 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 16, 2024
2. Post Notice to Bidders and Notice of Public Hearing: January 18, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: February 2, 2024
4. Bid Opening (10:30 A.M., Public Services Building): February 13, 2024
5. Public Hearing and Contract Award: February 19, 2024  
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and enhancement of payment; review bids, award contract, and approve contract and bonds.)

---

**FISCAL IMPACT: No**

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

---

**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 13, 2024 and setting the public hearing date as February 19, 2024 for the SE 3rd Street Utility Improvements - Phase 2 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 18, 2024 and to be published in the Des Moines Register on February 2, 2024.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

A project information meeting for adjacent property owners and residents was held on Tuesday, July 27, 2021 along with subsequent individual meetings in 2022 and 2023. A meeting will be held after the bid opening to update adjacent property owners and residents. During construction, property owners and residents will be updated via letters.

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                               |
|  <a href="#">Resolution</a>                    |
|  <a href="#">Location Map</a>                  |
|  <a href="#">Notice of Hearing and Letting</a> |

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 2, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

RESOLUTION ORDERING CONSTRUCTION OF THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 2, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SE 3rd Street Utility Improvements - Phase 2; 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, estimate of cost and enhancement of payment may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SE 3rd Street Utility Improvements - Phase 2, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders

and published Notice of Public Hearing; the public improvements being more generally described as follows:

The SE 3rd Street Utility Improvements – Phase 2 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street, from S Ankeny Boulevard to SE Sharon Drive.

The construction improvements include approximately 5,090 SY of 8” thick PCC street pavement, 1,350 LF of sanitary sewer, 1,615 LF of storm sewer, 1,220 LF of water main, 2,460 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, seeding and fertilizing, 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 13, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 19, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract, estimate of costs and enhancement of payment for the project, the hearing to be at 5:30 P.M. on February 19, 2024.

PASSED AND APPROVED this 16th day of January, 2024.

---

Mayor

ATTEST:

---

City Clerk





1 in = 300 ft

Date: 10/7/2022



Field Verification Required for Design.  
Map is for Locational Purposes Only.



**NOTICE TO BIDDERS AND**  
**NOTICE OF PUBLIC HEARING**

**SE 3<sup>RD</sup> STREET UTILITY IMPROVEMENTS – PHASE 2**  
**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), estimated cost, and enhancement of payment for the **SE 3<sup>rd</sup> Street Utility Improvements – Phase 2** project at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=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 **13<sup>th</sup> day of February, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

**Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 13<sup>th</sup> day of February, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

**Commencement of Work**

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 18, 2024 and no later than April 15, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2024.

### Contract Documents

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://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](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from JEO Consulting Group, 1615 SW Main Street, Suite 205, 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 515-964-5310 in advance to reserve a paper copy.

### Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

### General Nature of the Public Improvement

#### **SE 3<sup>RD</sup> STREET UTILITY IMPROVEMENTS – PHASE 2**

**The SE 3<sup>rd</sup> Street Utility Improvements – Phase 2 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3<sup>rd</sup> Street, from S Ankeny Boulevard to SE Sharon Drive.**

**The construction improvements include approximately 5,090 SY of 8” thick PCC street pavement, 1,350 LF of sanitary sewer, 1,615 LF of storm sewer, 1,220 LF of water main, 2,460 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, seeding and fertilizing, 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 **one hundred and sixty (160) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new pavement markings and signs installed, and the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on a Saturday.** 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).

**Should the Contractor succeed in substantially completing the work in less than one hundred and sixty (160) working days, an enhancement of payment in the amount of Two Thousand Dollars (\$2,000.00) per working day remaining within the one hundred and sixty (160) working day deadline, up to a maximum of Sixty Thousand Dollars (\$60,000.00) will be issued to the Contractor.**

The Contractor shall fully complete the overall project within **ten (10) working days** immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. 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 **16<sup>th</sup> day of January, 2024.**

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Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **18<sup>th</sup> day of January, 2024.**

Published in the Des Moines Register the **2<sup>nd</sup> day of February, 2024.**



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

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ACTION REQUESTED:  
Resolution

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LEGAL:  
Item Reviewed by Legal Counsel

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SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction of Fire Station No. 4 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 02/13/24 @ 10:30 A.M. / date of hrg: 02/19/24 @ 5:30 P.M.)

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EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the Fire Station No. 4 project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost; and setting a date for the filing of bids on the project.

The Fire Station No. 4 project located at 2320 NW Weigel Drive, includes the construction of a new, single story fire station of approximately 12,830 s.f. Work includes all civil, landscape, architectural, structural, and mechanical, electrical and technology systems. Building construction is concrete masonry bearing wall construction and exterior brick cavity construction at apparatus bay, and steel frame, structural metal studs and exterior brick cavity walls in the remaining areas. Exterior materials include calcium silicate masonry



units and cast stone accents and banding, and glazed aluminum storefront and entrances. Roofs consist of metal joist/deck system and TPO roofing membrane over low slope roofs, and metal roofing and cold-formed steel roof trusses over the apparatus bay and lobby.

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 later than March 4, 2024 and will have until July 31, 2025 to complete the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 16, 2024
2. Post Notice to Bidders and Notice of Public Hearing: January 18, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: February 2, 2024
4. Bid Opening (10:30 A.M., Public Services Building): February 13, 2024
5. Public Hearing and Contract Award: February 19, 2024 (hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

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**FISCAL IMPACT: Yes**

The construction of Fire Station No. 4 was specifically included in the City Council approved 2024-2028 adopted Capital Improvement Program. Approval of this item, setting a Public Hearing, does not carry a significant financial impact. Subsequent action by the City Council after holding the Public Hearing, including the acceptance of a proposal submitted by the lowest responsive and responsible bidder, could result in the expenditure of significant funds to complete the project.

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**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the Council take the following action:

Adopt Resolution ordering construction and setting the bid opening date as February 13, 2024 and setting the public hearing date as February 19, 2024 for the Ankeny Fire Station No. 4 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 18, 2024 and to be published in the Des Moines Register on February 2, 2024.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                                |
|  <a href="#">Resolution</a>                                     |
|  <a href="#">Notice to Bidders and Notice of Public Hearing</a> |
|  <a href="#">Location Map</a>                                   |

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE ANKENY FIRE STATION NO. 4, 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 ANKENY FIRE STATION NO. 4, 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 Ankeny Fire Station No. 4; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Ankeny Fire Station No. 4, 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:

A new, single story fire station of approximately 12,830 s.f. Work includes all civil, landscape, architectural, structural, and mechanical, electrical and technology systems. Building construction is concrete masonry bearing wall construction and exterior brick cavity construction at apparatus bay, and steel frame, structural metal studs and exterior brick cavity walls in the remaining areas. Exterior materials include calcium silicate masonry units and cast stone accents and banding, and glazed aluminum storefront and entrances. Roofs consist of metal joist/deck system and TPO roofing membrane over low slope roofs, and metal roofing and cold-formed steel roof trusses over the apparatus bay and lobby.

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 13, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 19, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on February 19, 2024.

PASSED AND APPROVED this 16th day of January, 2024.

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Mayor

ATTEST:

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City Clerk



January 15, 2024

**NOTICE TO BIDDERS AND**  
**NOTICE OF PUBLIC HEARING**

**ANKENY FIRE STATION NO. 4**  
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 **Ankeny Fire Station No. 4** project at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtnVHNxcWZFak9Pdzo9>  
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 **13<sup>th</sup> day of February 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 13<sup>th</sup> day of February 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 19<sup>th</sup> day of February 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Pre-Bid Conference

A Pre-Bid Conference will be held on January 30, 2024, 9:30 a.m. at City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023. Bidders are encouraged to attend.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than March 4<sup>th</sup> 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in late February 2024.

January 15, 2024

### Contract Documents

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://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](http://www.QuestCDN.com).

Paper or electronic copies of the Contract Documents are available at Action Reprographics, [www.actionrepro.com](http://www.actionrepro.com), 515.288.2146. The initial printed set is free of charge to 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.

### 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

#### **ANKENY FIRE STATION NO. 4**

#### **Scope of Work:**

A new, single story fire station of approximately 12,830 s.f. Work includes all civil, landscape, architectural, structural, and mechanical, electrical and technology systems. Building construction is concrete masonry bearing wall construction and exterior brick cavity construction at apparatus bay, and steel frame, structural metal studs and exterior brick cavity walls in the remaining areas. Exterior materials include calcium silicate masonry units and cast stone accents and banding, and glazed aluminum storefront and entrances. Roofs consist of metal joist/deck system and TPO roofing membrane over low slope roofs, and metal roofing and cold-formed steel roof trusses over the apparatus bay and lobby. The work shall be performed at 2320 NE Weigel Drive, Ankeny, Iowa, 50023.

#### **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

January 15, 2024

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 and Payment 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.

#### 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 as detailed in AIA Document A201 General Conditions of the Contract for Construction. 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 Architect 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.

January 15, 2024

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 no later than **June 30<sup>th</sup>, 2025 with full completion no later than July 31, 2025**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **16<sup>th</sup> day of January 2024**.

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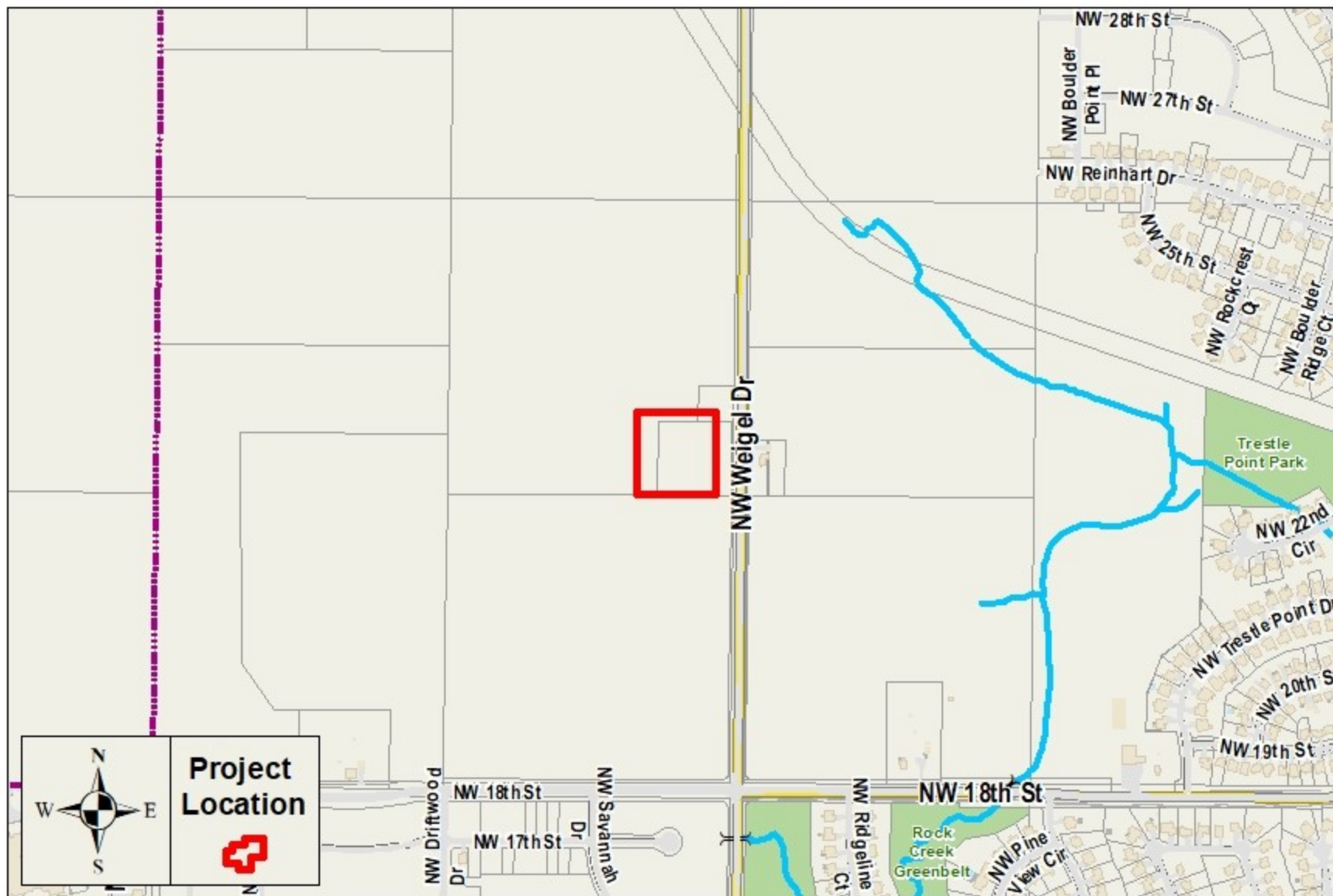
Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **18th of January, 2024**.  
Published in the Des Moines Register the **2nd of February, 2024**.







ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-27

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-27.

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Resolution

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

PH 2024-02: Proposed 2024 PCC Reconstruction Program - NW Westwood Street (PH 2024-02)

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EXECUTIVE SUMMARY:

The 2024 PCC Reconstruction Program – NW Westwood Street project includes pavement reconstruction and minor utility improvements along NW Westwood Street from just north of NW 5<sup>th</sup> Street to just south of NW 9<sup>th</sup> Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,600 SY of 7” thick PCC Class C-SUD street pavement and 550 SY of 6” thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor adjustments to existing storm sewer structures, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 9, 2024. Eleven (11) bids were received as follows:

1. Sternquist Construction, Inc. \$508,809.85
2. All Star Concrete, LLC \$515,780.50
3. Concrete Technologies, Inc. \$532,909.40
4. Alliance Construction Group, LLC \$534,935.00
5. Mainline Construction, Inc. \$551,014.28
6. Absolute Concrete Construction, Inc. \$619,601.00
7. Manatt's, Inc. \$628,426.39
8. Con-Struct, Inc. \$632,632.00
9. Reilly Construction Co., Inc. \$645,000.00
10. Brothers Cleaning Corp. \$739,598.00
11. Shekar Engineering, PLC \$744,039.47

The Engineer's Estimate for the project was \$ 700,760.00. The bids ranged from approximately 27% below to 6% above the estimate. Sternquist Construction, Inc. has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 PCC Reconstruction Program – NW Westwood Street project to Sternquist Construction, Inc. of Indianola, Iowa.

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

The Contractor shall substantially complete the overall project in 50 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, compost amendment completed, with the new street and driveways fully open to traffic. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance.

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**FISCAL IMPACT: No**

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

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**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 (\$700,760.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Reconstruction Program - NW Westwood Street project.
3. Receive and file the report of bids received on January 9, 2024.
4. Approve Resolution, making award of construction contract to Sternquist Construction, Inc. of Indianola, Iowa.
5. Approve Resolution, approving contract and bonds with Sternquist Construction, Inc. in the amount of \$508,809.85.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 18, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 9, 2024, and setting the public hearing date as January 16, 2024.

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PUBLIC OUTREACH EFFORTS:

A project information meeting will be held during the spring of 2024 prior to construction commencing. In addition, periodic update letters will be sent to affected residents throughout the duration of construction.

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ACTION REQUESTED:

**Action:** Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$700,760.00; 2) receive and file report of bids received January 9, 2024; 3) adopt **RESOLUTION** making award of construction contract with Sternquist Construction, Inc. in the amount of \$508,809.85; and 4) adopt **RESOLUTION** approving contract and bonds with Sternquist Construction, Inc. in the amount of \$508,809.85.

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                          |
|------------------------------------------|
| Click to download                        |
| <a href="#">RES - plans, specs</a>       |
| <a href="#">Bid Sheet</a>                |
| <a href="#">Bid Tab</a>                  |
| <a href="#">RES - making award</a>       |
| <a href="#">RES - approving contract</a> |
| <a href="#">Location Map</a>             |
| <a href="#">Contract</a>                 |



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 PCC RECONSTRUCTION PROGRAM - NW WESTWOOD STREET", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF COST FOR THE 2024  
PCC RECONSTRUCTION PROGRAM - NW WESTWOOD  
STREET

WHEREAS, on the **18<sup>th</sup>** day of **December**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 PCC Reconstruction Program - NW Westwood Street; 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 16th day of January, 2024.

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Mayor

ATTEST:

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City Clerk



BID LETTING

10:30 A.M.

JANUARY 9, 2024

2024 PCC RECONSTRUCTION PROGRAM – NW WESTWOOD STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Reconstruction Program – NW Westwood Street project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

Project Estimate of Cost \$ 700760<sup>00</sup>

| Bid<br>Bond<br>(10%)                     | Bidder/Address                                                               | Bid Amount            | Addenda (none)<br>Acknowledged |
|------------------------------------------|------------------------------------------------------------------------------|-----------------------|--------------------------------|
| 1) <input checked="" type="checkbox"/>   | Mainline Construction<br>PO Box 173<br>Bondurant IA 50035                    | 551,014 <sup>28</sup> |                                |
| 2) <input checked="" type="checkbox"/>   | Con-Struct, Inc<br>305 South Dayton<br>Ames IA 50010-6413                    | 632,632 <sup>00</sup> |                                |
| * 3) <input checked="" type="checkbox"/> | Sternquist<br>1110 N 14th St<br>Indianola IA 50125                           | 508,809 <sup>85</sup> |                                |
| 4) <input checked="" type="checkbox"/>   | Brothers Cleaning Corp<br>4000 Colfax Ave<br>Des Moines IA 50317             | 739,598 <sup>00</sup> |                                |
| 5) <input checked="" type="checkbox"/>   | Manatt's Inc<br>6333 NW Beaver Rd<br>Johnston IA 50131                       | 628,426 <sup>39</sup> |                                |
| 6) <input checked="" type="checkbox"/>   | Alliance Construction Group<br>9400 Plum Drive Ste 100<br>Urbandale IA 50322 | 534,935 <sup>40</sup> |                                |

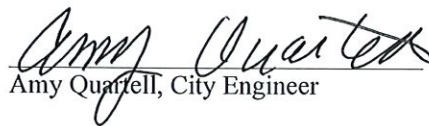
\*Apparent Low Bidder

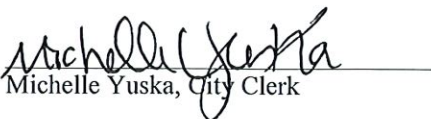
| Bid<br>Bond<br>(10%) | Bidder/Address                                                    | Bid Amount           | Addenda (none)<br>Acknowledged |
|----------------------|-------------------------------------------------------------------|----------------------|--------------------------------|
| 7) ✓                 | Absolute Group<br>PO Box 430<br>Granger IA 50109                  | 619601 <sup>00</sup> |                                |
| 8) ✓                 | Concrete Technologies Inc<br>1001 SE 37th St<br>Grimes IA 50111   | 532909 <sup>40</sup> |                                |
| 9) ✓                 | Reilly Construction Co Inc<br>110 main street<br>Ossian IA 52161  | 645000 <sup>00</sup> |                                |
| 10) ✓                | Shekar Engineering<br>2600 MLK Jr Pkwy 200<br>Des Moines IA 50310 | 744039 <sup>42</sup> |                                |
| 11) ✓                | All Star Concrete LLC<br>4989 NW Johnston Dr<br>Johnston IA 50131 | 515780 <sup>50</sup> |                                |
| 12) _____            | _____                                                             | _____                | _____                          |
| 13) _____            | _____                                                             | _____                | _____                          |

\*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of January 16, 2024 at 5:30 P.M.

ATTEST:

  
Amy Quanzell, City Engineer

  
Michelle Yuska, City Clerk

| Bid Tabulation                                                  |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
|-----------------------------------------------------------------|-------------|-------------------------------------------------------------|------|---------------------|--------------|---------------|-------------------------------|--------------|---------------|------------------------|--------------|---------------|-----------------------------|--------------|---------------|
| 2024 PCC Reconstruction Program - NW Westwood Street            |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| From just north of NW 5th Street to just south of NW 9th Street |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| January 9, 2024                                                 |             |                                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| Item No.                                                        | SUDAS No.   | Item                                                        | Unit | Engineer's Estimate |              |               | Sternquist Construction, Inc. |              |               | All Star Concrete, LLC |              |               | Concrete Technologies, Inc. |              |               |
|                                                                 |             |                                                             |      | Total               | Unit Price   | Total Price   | Total                         | Unit Price   | Total Price   | Total                  | Unit Price   | Total Price   | Total                       | Unit Price   | Total Price   |
|                                                                 |             | EARTHWORK                                                   |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 2.01                                                            | 2010-A      | Clearing and Grubbing                                       | UNIT | 75.4                | \$ 100.00    | \$ 7,540.00   | 75.4                          | \$ 83.00     | \$ 6,258.20   | 75.4                   | \$ 50.00     | \$ 3,770.00   | 75.4                        | \$ 50.50     | \$ 3,807.70   |
| 2.02                                                            | 2010-D-2    | Topsoil, Compost-amended                                    | CY   | 270                 | \$ 75.00     | \$ 20,250.00  | 270                           | \$ 38.60     | \$ 10,422.00  | 270                    | \$ 37.50     | \$ 10,125.00  | 270                         | \$ 37.85     | \$ 10,219.50  |
| 2.03                                                            | 2010-E      | Excavation, Class 10                                        | CY   | 720                 | \$ 25.00     | \$ 18,000.00  | 720                           | \$ 21.15     | \$ 15,228.00  | 720                    | \$ 20.50     | \$ 14,760.00  | 720                         | \$ 20.70     | \$ 14,904.00  |
| 2.04                                                            | 2010-G      | Subgrade Preparation, 6" Depth                              | SY   | 4,330               | \$ 3.00      | \$ 12,990.00  | 4,330                         | \$ 2.50      | \$ 10,825.00  | 4,330                  | \$ 2.45      | \$ 10,608.50  | 4,330                       | \$ 2.50      | \$ 10,825.00  |
| 2.05                                                            | 2010-I      | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080               | \$ 6.00      | \$ 6,480.00   | 1,080                         | \$ 4.80      | \$ 5,184.00   | 1,080                  | \$ 4.65      | \$ 5,022.00   | 1,080                       | \$ 4.70      | \$ 5,076.00   |
| 2.06                                                            | 2010-J      | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330               | \$ 12.00     | \$ 51,960.00  | 4,330                         | \$ 10.30     | \$ 44,599.00  | 4,330                  | \$ 10.00     | \$ 43,300.00  | 4,330                       | \$ 10.10     | \$ 43,733.00  |
| 2.07                                                            | 2010-M      | Compaction Testing                                          | LS   | 1                   | \$ 4,000.00  | \$ 4,000.00   | 1                             | \$ 2,575.00  | \$ 2,575.00   | 1                      | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 2,525.00  | \$ 2,525.00   |
|                                                                 | DIVISION 3  | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 3.01                                                            | 3010- F     | Trench Compaction Testing                                   | LS   | 1                   | \$ 2,000.00  | \$ 2,000.00   | 1                             | \$ 772.50    | \$ 772.50     | 1                      | \$ 750.00    | \$ 750.00     | 1                           | \$ 757.50    | \$ 757.50     |
|                                                                 | DIVISION 4  | SEWERS AND DRAINS                                           |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 4.01                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6                   | \$ 400.00    | \$ 2,400.00   | 6                             | \$ 211.15    | \$ 1,266.90   | 6                      | \$ 205.00    | \$ 1,230.00   | 6                           | \$ 207.50    | \$ 1,245.00   |
| 4.02                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34                  | \$ 450.00    | \$ 15,300.00  | 34                            | \$ 200.85    | \$ 6,828.90   | 34                     | \$ 195.00    | \$ 6,630.00   | 34                          | \$ 196.95    | \$ 6,696.30   |
| 4.03                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6                   | \$ 500.00    | \$ 3,000.00   | 6                             | \$ 484.10    | \$ 2,904.60   | 6                      | \$ 470.00    | \$ 2,820.00   | 6                           | \$ 474.70    | \$ 2,848.20   |
| 4.04                                                            | 4020-D      | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46                  | \$ 40.00     | \$ 1,840.00   | 46                            | \$ 20.60     | \$ 947.60     | 46                     | \$ 20.00     | \$ 920.00     | 46                          | \$ 20.20     | \$ 929.20     |
| 4.05                                                            | 4040-A      | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070               | \$ 30.00     | \$ 62,100.00  | 2,070                         | \$ 33.25     | \$ 68,827.50  | 2,070                  | \$ 32.25     | \$ 66,757.50  | 2,070                       | \$ 32.55     | \$ 67,378.50  |
| 4.06                                                            | 4040-C-1    | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6                   | \$ 2,500.00  | \$ 15,000.00  | 6                             | \$ 628.30    | \$ 3,769.80   | 6                      | \$ 610.00    | \$ 3,660.00   | 6                           | \$ 616.10    | \$ 3,696.60   |
| 4.07                                                            | 4040-D-1    | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16                  | \$ 600.00    | \$ 9,600.00   | 16                            | \$ 247.20    | \$ 3,955.20   | 16                     | \$ 240.00    | \$ 3,840.00   | 16                          | \$ 242.40    | \$ 3,878.40   |
| 4.08                                                            | 4040-999-A  | Reconnection of Storm Sewer Services                        | EA   | 24                  | \$ 700.00    | \$ 16,800.00  | 24                            | \$ 278.10    | \$ 6,674.40   | 24                     | \$ 270.00    | \$ 6,480.00   | 24                          | \$ 272.70    | \$ 6,544.80   |
| 4.09                                                            | 4040-999-B  | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890               | \$ 7.50      | \$ 14,175.00  | 1,890                         | \$ 2.60      | \$ 4,914.00   | 1,890                  | \$ 2.50      | \$ 4,725.00   | 1,890                       | \$ 2.55      | \$ 4,819.50   |
| 4.10                                                            | 4040-999-C  | Removal of Subdrain Cleanout, Type B                        | EA   | 5                   | \$ 500.00    | \$ 2,500.00   | 5                             | \$ 97.85     | \$ 489.25     | 5                      | \$ 95.00     | \$ 475.00     | 5                           | \$ 95.95     | \$ 479.75     |
|                                                                 | DIVISION 6  | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 6.01                                                            | 6010-B      | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2                   | \$ 12,500.00 | \$ 25,000.00  | 2                             | \$ 7,828.00  | \$ 15,656.00  | 2                      | \$ 7,600.00  | \$ 15,200.00  | 2                           | \$ 7,675.00  | \$ 15,350.00  |
| 6.02                                                            | 6010-E-1    | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1                   | \$ 1,750.00  | \$ 1,750.00   | 1                             | \$ 1,236.00  | \$ 1,236.00   | 1                      | \$ 1,200.00  | \$ 1,200.00   | 1                           | \$ 1,215.00  | \$ 1,215.00   |
| 6.03                                                            | 6010-E-2    | Intake Adjustment, Minor, Single Grate                      | EA   | 2                   | \$ 1,750.00  | \$ 3,500.00   | 2                             | \$ 1,612.00  | \$ 3,224.00   | 2                      | \$ 1,565.00  | \$ 3,130.00   | 2                           | \$ 1,581.00  | \$ 3,162.00   |
| 6.04                                                            | 6010-H-2    | Remove Intake                                               | EA   | 2                   | \$ 1,000.00  | \$ 2,000.00   | 2                             | \$ 912.00    | \$ 1,824.00   | 2                      | \$ 885.00    | \$ 1,770.00   | 2                           | \$ 893.85    | \$ 1,787.70   |
|                                                                 | DIVISION 7  | STREETS AND RELATED WORK                                    |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 7.01                                                            | 7010-A      | Pavement, PCC, Class C-SUD, 7" Thick                        | SY   | 3,610               | \$ 62.50     | \$ 225,625.00 | 3,610                         | \$ 50.90     | \$ 183,749.00 | 3,610                  | \$ 46.00     | \$ 166,060.00 | 3,610                       | \$ 54.00     | \$ 194,940.00 |
| 7.02                                                            | 7010-999-A  | Plastic Concrete Testing                                    | LS   | 1                   | \$ 4,000.00  | \$ 4,000.00   | 1                             | \$ 3,200.00  | \$ 3,200.00   | 1                      | \$ 3,000.00  | \$ 3,000.00   | 1                           | \$ 3,280.00  | \$ 3,280.00   |
| 7.03                                                            | 7030-A-3    | Removal of Driveway                                         | SY   | 490                 | \$ 12.50     | \$ 6,125.00   | 490                           | \$ 8.25      | \$ 4,042.50   | 490                    | \$ 8.00      | \$ 3,920.00   | 490                         | \$ 8.10      | \$ 3,969.00   |
| 7.04                                                            | 7030-H-1    | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY   | 540                 | \$ 65.00     | \$ 35,100.00  | 540                           | \$ 56.25     | \$ 30,375.00  | 540                    | \$ 70.00     | \$ 37,800.00  | 540                         | \$ 62.15     | \$ 33,561.00  |
| 7.05                                                            | 7040-B      | Subbase Over-excavation, 6" Depth                           | SY   | 430                 | \$ 12.50     | \$ 5,375.00   | 430                           | \$ 9.55      | \$ 4,106.50   | 430                    | \$ 9.25      | \$ 3,977.50   | 430                         | \$ 9.35      | \$ 4,020.50   |
| 7.06                                                            | 7040-H      | Pavement Removal, PCC                                       | SY   | 3,610               | \$ 10.00     | \$ 36,100.00  | 3,610                         | \$ 8.25      | \$ 29,782.50  | 3,610                  | \$ 8.00      | \$ 28,880.00  | 3,610                       | \$ 8.10      | \$ 29,241.00  |
|                                                                 | DIVISION 8  | TRAFFIC CONTROL                                             |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 8.01                                                            | 8030-A      | Temporary Traffic Control                                   | LS   | 1                   | \$ 10,000.00 | \$ 10,000.00  | 1                             | \$ 4,250.00  | \$ 4,250.00   | 1                      | \$ 4,350.00  | \$ 4,350.00   | 1                           | \$ 4,165.00  | \$ 4,165.00   |
| 8.02                                                            | 8040-I      | Remove and Reinstall Traffic Signs                          | EA   | 2                   | \$ 500.00    | \$ 1,000.00   | 2                             | \$ 232.00    | \$ 464.00     | 2                      | \$ 240.00    | \$ 480.00     | 2                           | \$ 228.00    | \$ 456.00     |
|                                                                 | DIVISION 9  | SITE WORK AND LANDSCAPING                                   |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 9.01                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 1                | AC   | 0.5                 | \$ 2,500.00  | \$ 1,250.00   | 0.5                           | \$ 3,915.00  | \$ 1,957.50   | 0.5                    | \$ 3,000.00  | \$ 1,500.00   | 0.5                         | \$ 1,515.00  | \$ 757.50     |
| 9.02                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 4                | AC   | 0.5                 | \$ 1,500.00  | \$ 750.00     | 0.5                           | \$ 412.00    | \$ 206.00     | 0.5                    | \$ 1,000.00  | \$ 500.00     | 0.5                         | \$ 454.50    | \$ 227.25     |
| 9.03                                                            | 9010-999-A  | Spot Herbicide Application                                  | AC   | 0.5                 | \$ 1,000.00  | \$ 500.00     | 0.5                           | \$ 824.00    | \$ 412.00     | 0.5                    | \$ 1,000.00  | \$ 500.00     | 0.5                         | \$ 606.00    | \$ 303.00     |
| 9.04                                                            | 9040-Q-2    | Erosion Control Mulching, Hydromulching, BFM                | AC   | 1.0                 | \$ 3,750.00  | \$ 3,750.00   | 1.0                           | \$ 4,100.00  | \$ 4,100.00   | 1.0                    | \$ 4,000.00  | \$ 4,000.00   | 1.0                         | \$ 3,635.00  | \$ 3,635.00   |
| 9.05                                                            | 9040-T-1    | Inlet Protection Device, Surface-applied                    | EA   | 6                   | \$ 250.00    | \$ 1,500.00   | 6                             | \$ 231.75    | \$ 1,390.50   | 6                      | \$ 200.00    | \$ 1,200.00   | 6                           | \$ 205.00    | \$ 1,230.00   |
| 9.06                                                            | 9040-T-1    | Inlet Protection Device, Drop-in                            | EA   | 6                   | \$ 200.00    | \$ 1,200.00   | 6                             | \$ 231.75    | \$ 1,390.50   | 6                      | \$ 165.00    | \$ 990.00     | 6                           | \$ 101.00    | \$ 606.00     |
| 9.07                                                            | 9040-T-2    | Inlet Protection Device, Maintenance                        | EA   | 6                   | \$ 50.00     | \$ 300.00     | 6                             | \$ 67.00     | \$ 402.00     | 6                      | \$ 25.00     | \$ 150.00     | 6                           | \$ 75.75     | \$ 454.50     |
|                                                                 | DIVISION 11 | MISCELLANEOUS                                               |      |                     |              |               |                               |              |               |                        |              |               |                             |              |               |
| 11.01                                                           | 11,020-A    | Mobilization                                                | LS   | 1                   | \$ 45,000.00 | \$ 45,000.00  | 1                             | \$ 12,000.00 | \$ 12,000.00  | 1                      | \$ 40,000.00 | \$ 40,000.00  | 1                           | \$ 32,500.00 | \$ 32,500.00  |
| 11.02                                                           | 11,030-A    | Maintenance of Postal Service                               | LS   | 1                   | \$ 12,500.00 | \$ 12,500.00  | 1                             | \$ 2,885.00  | \$ 2,885.00   | 1                      | \$ 3,000.00  | \$ 3,000.00   | 1                           | \$ 2,830.00  | \$ 2,830.00   |
| 11.03                                                           | 11,030-B    | Maintenance of Solid Waste Collection                       | LS   | 1                   | \$ 10,000.00 | \$ 10,000.00  | 1                             | \$ 4,015.00  | \$ 4,015.00   | 1                      | \$ 3,800.00  | \$ 3,800.00   | 1                           | \$ 3,285.00  | \$ 3,285.00   |
| 11.04                                                           | 11,050-A    | Concrete Washout                                            | LS   | 1                   | \$ 2,500.00  | \$ 2,500.00   | 1                             | \$ 1,700.00  | \$ 1,700.00   | 1                      | \$ 2,000.00  | \$ 2,000.00   | 1                           | \$ 1,570.00  | \$ 1,570.00   |
| TOTAL AMOUNT BID =                                              |             |                                                             |      |                     |              | \$ 700,760.00 |                               |              | \$ 508,809.85 |                        |              | \$ 515,780.50 |                             |              | \$ 532,909.40 |



| Bid Tabulation                                                  |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
|-----------------------------------------------------------------|-------------|-------------------------------------------------------------|------|----------------------------------|--------------|---------------|-----------------------------|--------------|---------------|--------------------------------------|--------------|---------------|----------------|--------------|---------------|
| 2024 PCC Reconstruction Program - NW Westwood Street            |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| From just north of NW 5th Street to just south of NW 9th Street |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| January 9, 2024                                                 |             |                                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
|                                                                 |             |                                                             |      | Alliance Construction Group, LLC |              |               | Mainline Construction, Inc. |              |               | Absolute Concrete Construction, Inc. |              |               | Manatt's, Inc. |              |               |
| Item No.                                                        | SUDAS No.   | Item                                                        | Unit | Total                            | Unit Price   | Total Price   | Total                       | Unit Price   | Total Price   | Total                                | Unit Price   | Total Price   | Total          | Unit Price   | Total Price   |
|                                                                 |             | EARTHWORK                                                   |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 2.01                                                            | 2010-A      | Clearing and Grubbing                                       | UNIT | 75.4                             | \$ 50.00     | \$ 3,770.00   | 75.4                        | \$ 42.50     | \$ 3,204.50   | 75.4                                 | \$ 80.00     | \$ 6,032.00   | 75.4           | \$ 43.35     | \$ 3,268.59   |
| 2.02                                                            | 2010-D-2    | Topsoil, Compost-amended                                    | CY   | 270                              | \$ 37.50     | \$ 10,125.00  | 270                         | \$ 45.00     | \$ 12,150.00  | 270                                  | \$ 57.50     | \$ 15,525.00  | 270            | \$ 45.90     | \$ 12,393.00  |
| 2.03                                                            | 2010-E      | Excavation, Class 10                                        | CY   | 720                              | \$ 20.50     | \$ 14,760.00  | 720                         | \$ 25.00     | \$ 18,000.00  | 720                                  | \$ 18.75     | \$ 13,500.00  | 720            | \$ 25.50     | \$ 18,360.00  |
| 2.04                                                            | 2010-G      | Subgrade Preparation, 6" Depth                              | SY   | 4,330                            | \$ 2.45      | \$ 10,608.50  | 4,330                       | \$ 3.45      | \$ 14,938.50  | 4,330                                | \$ 2.75      | \$ 11,907.50  | 4,330          | \$ 3.50      | \$ 15,155.00  |
| 2.05                                                            | 2010-I      | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080                            | \$ 4.65      | \$ 5,022.00   | 1,080                       | \$ 4.50      | \$ 4,860.00   | 1,080                                | \$ 4.55      | \$ 4,914.00   | 1,080          | \$ 4.60      | \$ 4,968.00   |
| 2.06                                                            | 2010-J      | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330                            | \$ 10.00     | \$ 43,300.00  | 4,330                       | \$ 13.50     | \$ 58,455.00  | 4,330                                | \$ 11.50     | \$ 49,795.00  | 4,330          | \$ 13.75     | \$ 59,537.50  |
| 2.07                                                            | 2010-M      | Compaction Testing                                          | LS   | 1                                | \$ 1,592.00  | \$ 1,592.00   | 1                           | \$ 5,000.00  | \$ 5,000.00   | 1                                    | \$ 2,500.00  | \$ 2,500.00   | 1              | \$ 5,100.00  | \$ 5,100.00   |
|                                                                 | DIVISION 3  | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 3.01                                                            | 3010- F     | Trench Compaction Testing                                   | LS   | 1                                | \$ 1,592.00  | \$ 1,592.00   | 1                           | \$ 2,500.00  | \$ 2,500.00   | 1                                    | \$ 2,000.00  | \$ 2,000.00   | 1              | \$ 2,550.00  | \$ 2,550.00   |
|                                                                 | DIVISION 4  | SEWERS AND DRAINS                                           |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 4.01                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6                                | \$ 205.00    | \$ 1,230.00   | 6                           | \$ 245.00    | \$ 1,470.00   | 6                                    | \$ 235.00    | \$ 1,410.00   | 6              | \$ 250.00    | \$ 1,500.00   |
| 4.02                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34                               | \$ 195.00    | \$ 6,630.00   | 34                          | \$ 190.00    | \$ 6,460.00   | 34                                   | \$ 178.00    | \$ 6,052.00   | 34             | \$ 193.80    | \$ 6,589.20   |
| 4.03                                                            | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6                                | \$ 470.00    | \$ 2,820.00   | 6                           | \$ 338.00    | \$ 2,028.00   | 6                                    | \$ 385.00    | \$ 2,310.00   | 6              | \$ 344.75    | \$ 2,068.50   |
| 4.04                                                            | 4020-D      | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46                               | \$ 20.00     | \$ 920.00     | 46                          | \$ 20.45     | \$ 940.70     | 46                                   | \$ 40.50     | \$ 1,863.00   | 46             | \$ 20.85     | \$ 959.10     |
| 4.05                                                            | 4040-A      | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070                            | \$ 32.25     | \$ 66,757.50  | 2,070                       | \$ 28.50     | \$ 58,995.00  | 2,070                                | \$ 28.50     | \$ 58,995.00  | 2,070          | \$ 29.10     | \$ 60,237.00  |
| 4.06                                                            | 4040-C-1    | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6                                | \$ 610.00    | \$ 3,660.00   | 6                           | \$ 1,100.00  | \$ 6,600.00   | 6                                    | \$ 2,250.00  | \$ 13,500.00  | 6              | \$ 1,122.00  | \$ 6,732.00   |
| 4.07                                                            | 4040-D-1    | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16                               | \$ 240.00    | \$ 3,840.00   | 16                          | \$ 510.00    | \$ 8,160.00   | 16                                   | \$ 440.00    | \$ 7,040.00   | 16             | \$ 520.20    | \$ 8,323.20   |
| 4.08                                                            | 4040-999-A  | Reconnection of Storm Sewer Services                        | EA   | 24                               | \$ 270.00    | \$ 6,480.00   | 24                          | \$ 200.00    | \$ 4,800.00   | 24                                   | \$ 935.00    | \$ 22,440.00  | 24             | \$ 204.00    | \$ 4,896.00   |
| 4.09                                                            | 4040-999-B  | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890                            | \$ 2.50      | \$ 4,725.00   | 1,890                       | \$ 5.05      | \$ 9,544.50   | 1,890                                | \$ 6.25      | \$ 11,812.50  | 1,890          | \$ 5.15      | \$ 9,733.50   |
| 4.10                                                            | 4040-999-C  | Removal of Subdrain Cleanout, Type B                        | EA   | 5                                | \$ 95.00     | \$ 475.00     | 5                           | \$ 500.00    | \$ 2,500.00   | 5                                    | \$ 725.00    | \$ 3,625.00   | 5              | \$ 510.00    | \$ 2,550.00   |
|                                                                 | DIVISION 6  | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 6.01                                                            | 6010-B      | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2                                | \$ 7,600.00  | \$ 15,200.00  | 2                           | \$ 12,000.00 | \$ 24,000.00  | 2                                    | \$ 8,500.00  | \$ 17,000.00  | 2              | \$ 12,240.00 | \$ 24,480.00  |
| 6.02                                                            | 6010-E-1    | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1                                | \$ 1,200.00  | \$ 1,200.00   | 1                           | \$ 1,000.00  | \$ 1,000.00   | 1                                    | \$ 1,550.00  | \$ 1,550.00   | 1              | \$ 1,020.00  | \$ 1,020.00   |
| 6.03                                                            | 6010-E-2    | Intake Adjustment, Minor, Single Grate                      | EA   | 2                                | \$ 1,565.00  | \$ 3,130.00   | 2                           | \$ 600.00    | \$ 1,200.00   | 2                                    | \$ 1,350.00  | \$ 2,700.00   | 2              | \$ 612.00    | \$ 1,224.00   |
| 6.04                                                            | 6010-H-2    | Remove Intake                                               | EA   | 2                                | \$ 885.00    | \$ 1,770.00   | 2                           | \$ 450.00    | \$ 900.00     | 2                                    | \$ 650.00    | \$ 1,300.00   | 2              | \$ 459.00    | \$ 918.00     |
|                                                                 | DIVISION 7  | STREETS AND RELATED WORK                                    |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 7.01                                                            | 7010-A      | Pavement, PCC, Class C-SUD, 7" Thick                        | SY   | 3,610                            | \$ 52.75     | \$ 190,427.50 | 3,610                       | \$ 50.00     | \$ 180,500.00 | 3,610                                | \$ 60.00     | \$ 216,600.00 | 3,610          | \$ 62.00     | \$ 223,820.00 |
| 7.02                                                            | 7010-999-A  | Plastic Concrete Testing                                    | LS   | 1                                | \$ 5,000.00  | \$ 5,000.00   | 1                           | \$ 3,300.00  | \$ 3,300.00   | 1                                    | \$ 3,000.00  | \$ 3,000.00   | 1              | \$ 7,620.00  | \$ 7,620.00   |
| 7.03                                                            | 7030-A-3    | Removal of Driveway                                         | SY   | 490                              | \$ 8.00      | \$ 3,920.00   | 490                         | \$ 11.00     | \$ 5,390.00   | 490                                  | \$ 8.50      | \$ 4,165.00   | 490            | \$ 11.20     | \$ 5,488.00   |
| 7.04                                                            | 7030-H-1    | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY   | 540                              | \$ 64.00     | \$ 34,560.00  | 540                         | \$ 70.00     | \$ 37,800.00  | 540                                  | \$ 62.00     | \$ 33,480.00  | 540            | \$ 62.00     | \$ 33,480.00  |
| 7.05                                                            | 7040-B      | Subbase Over-excavation, 6" Depth                           | SY   | 430                              | \$ 9.25      | \$ 3,977.50   | 430                         | \$ 10.00     | \$ 4,300.00   | 430                                  | \$ 15.75     | \$ 6,772.50   | 430            | \$ 10.25     | \$ 4,407.50   |
| 7.06                                                            | 7040-H      | Pavement Removal, PCC                                       | SY   | 3,610                            | \$ 8.00      | \$ 28,880.00  | 3,610                       | \$ 8.20      | \$ 29,602.00  | 3,610                                | \$ 7.25      | \$ 26,172.50  | 3,610          | \$ 8.35      | \$ 30,143.50  |
|                                                                 | DIVISION 8  | TRAFFIC CONTROL                                             |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 8.01                                                            | 8030-A      | Temporary Traffic Control                                   | LS   | 1                                | \$ 4,830.00  | \$ 4,830.00   | 1                           | \$ 4,125.36  | \$ 4,125.36   | 1                                    | \$ 9,000.00  | \$ 9,000.00   | 1              | \$ 5,253.00  | \$ 5,253.00   |
| 8.02                                                            | 8040-I      | Remove and Reinstall Traffic Signs                          | EA   | 2                                | \$ 200.00    | \$ 400.00     | 2                           | \$ 225.36    | \$ 450.72     | 2                                    | \$ 500.00    | \$ 1,000.00   | 2              | \$ 510.00    | \$ 1,020.00   |
|                                                                 | DIVISION 9  | SITE WORK AND LANDSCAPING                                   |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 9.01                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 1                | AC   | 0.5                              | \$ 1,500.00  | \$ 750.00     | 0.5                         | \$ 3,000.00  | \$ 1,500.00   | 0.5                                  | \$ 3,000.00  | \$ 1,500.00   | 0.5            | \$ 3,060.00  | \$ 1,530.00   |
| 9.02                                                            | 9010-A      | Conventional Seeding and Fertilizing, Type 4                | AC   | 0.5                              | \$ 450.00    | \$ 225.00     | 0.5                         | \$ 2,500.00  | \$ 1,250.00   | 0.5                                  | \$ 1,000.00  | \$ 500.00     | 0.5            | \$ 2,550.00  | \$ 1,275.00   |
| 9.03                                                            | 9010-999-A  | Spot Herbicide Application                                  | AC   | 0.5                              | \$ 7,200.00  | \$ 3,600.00   | 0.5                         | \$ 2,000.00  | \$ 1,000.00   | 0.5                                  | \$ 1,000.00  | \$ 500.00     | 0.5            | \$ 2,040.00  | \$ 1,020.00   |
| 9.04                                                            | 9040-Q-2    | Erosion Control Mulching, Hydromulching, BFM                | AC   | 1.0                              | \$ 1,200.00  | \$ 1,200.00   | 1.0                         | \$ 3,000.00  | \$ 3,000.00   | 1.0                                  | \$ 4,000.00  | \$ 4,000.00   | 1.0            | \$ 3,060.00  | \$ 3,060.00   |
| 9.05                                                            | 9040-T-1    | Inlet Protection Device, Surface-applied                    | EA   | 6                                | \$ 100.00    | \$ 600.00     | 6                           | \$ 50.00     | \$ 300.00     | 6                                    | \$ 500.00    | \$ 3,000.00   | 6              | \$ 51.00     | \$ 306.00     |
| 9.06                                                            | 9040-T-1    | Inlet Protection Device, Drop-in                            | EA   | 6                                | \$ 75.00     | \$ 450.00     | 6                           | \$ 165.00    | \$ 990.00     | 6                                    | \$ 165.00    | \$ 990.00     | 6              | \$ 168.30    | \$ 1,009.80   |
| 9.07                                                            | 9040-T-2    | Inlet Protection Device, Maintenance                        | EA   | 6                                | \$ 168.00    | \$ 1,008.00   | 6                           | \$ 50.00     | \$ 300.00     | 6                                    | \$ 25.00     | \$ 150.00     | 6              | \$ 51.00     | \$ 306.00     |
|                                                                 | DIVISION 11 | MISCELLANEOUS                                               |      |                                  |              |               |                             |              |               |                                      |              |               |                |              |               |
| 11.01                                                           | 11,020-A    | Mobilization                                                | LS   | 1                                | \$ 38,000.00 | \$ 38,000.00  | 1                           | \$ 24,000.00 | \$ 24,000.00  | 1                                    | \$ 35,000.00 | \$ 35,000.00  | 1              | \$ 35,000.00 | \$ 35,000.00  |
| 11.02                                                           | 11,030-A    | Maintenance of Postal Service                               | LS   | 1                                | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 1,000.00  | \$ 1,000.00   | 1                                    | \$ 6,000.00  | \$ 6,000.00   | 1              | \$ 12,750.00 | \$ 12,750.00  |
| 11.03                                                           | 11,030-B    | Maintenance of Solid Waste Collection                       | LS   | 1                                | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 1,500.00  | \$ 1,500.00   | 1                                    | \$ 7,000.00  | \$ 7,000.00   | 1              | \$ 6,335.00  | \$ 6,335.00   |
| 11.04                                                           | 11,050-A    | Concrete Washout                                            | LS   | 1                                | \$ 2,500.00  | \$ 2,500.00   | 1                           | \$ 3,000.00  | \$ 3,000.00   | 1                                    | \$ 3,000.00  | \$ 3,000.00   | 1              | \$ 2,040.00  | \$ 2,040.00   |
| TOTAL AMOUNT BID =                                              |             |                                                             |      |                                  |              | \$ 534,935.00 |                             |              | \$ 551,014.28 |                                      |              | \$ 619,601.00 |                |              | \$ 628,426.39 |

| <div> <div>Bid Tabulation</div> <div>2024 PCC Reconstruction Program - NW Westwood Street</div> <div>From just north of NW 5th Street to just south of NW 9th Street</div> <div>January 9, 2024</div> </div> |             |                                                             |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------|------|------------------|--------------|---------------|-------------------------------|--------------|---------------|-------------------------|--------------|---------------|-------------------------|--------------|---------------|
| Item No.                                                                                                                                                                                                     | SUDAS No.   | Item                                                        | Unit | Con-Struct, Inc. |              |               | Reilly Construction Co., Inc. |              |               | Brothers Cleaning Corp. |              |               | Shekar Engineering, PLC |              |               |
|                                                                                                                                                                                                              |             |                                                             |      | Total            | Unit Price   | Total Price   | Total                         | Unit Price   | Total Price   | Total                   | Unit Price   | Total Price   | Total                   | Unit Price   | Total Price   |
|                                                                                                                                                                                                              |             | EARTHWORK                                                   |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 2.01                                                                                                                                                                                                         | 2010-A      | Clearing and Grubbing                                       | UNIT | 75               | \$ 80.00     | \$ 6,032.00   | 75                            | \$ 55.00     | \$ 4,147.00   | 75                      | \$ 60.00     | \$ 4,524.00   | 75                      | \$ 55.00     | \$ 4,147.00   |
| 2.02                                                                                                                                                                                                         | 2010-D-2    | Topsoil, Compost-amended                                    | CY   | 270              | \$ 70.00     | \$ 18,900.00  | 270                           | \$ 45.00     | \$ 12,150.00  | 270                     | \$ 25.00     | \$ 6,750.00   | 270                     | \$ 75.00     | \$ 20,250.00  |
| 2.03                                                                                                                                                                                                         | 2010-E      | Excavation, Class 10                                        | CY   | 720              | \$ 30.00     | \$ 21,600.00  | 720                           | \$ 40.00     | \$ 28,800.00  | 720                     | \$ 20.00     | \$ 14,400.00  | 720                     | \$ 22.00     | \$ 15,840.00  |
| 2.04                                                                                                                                                                                                         | 2010-G      | Subgrade Preparation, 6" Depth                              | SY   | 4,330            | \$ 3.00      | \$ 12,990.00  | 4,330                         | \$ 4.00      | \$ 17,320.00  | 4,330                   | \$ 3.15      | \$ 13,639.50  | 4,330                   | \$ 2.75      | \$ 11,907.50  |
| 2.05                                                                                                                                                                                                         | 2010-I      | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080            | \$ 3.00      | \$ 3,240.00   | 1,080                         | \$ 5.00      | \$ 5,400.00   | 1,080                   | \$ 8.50      | \$ 9,180.00   | 1,080                   | \$ 6.60      | \$ 7,128.00   |
| 2.06                                                                                                                                                                                                         | 2010-J      | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330            | \$ 13.00     | \$ 56,290.00  | 4,330                         | \$ 14.00     | \$ 60,620.00  | 4,330                   | \$ 12.00     | \$ 51,960.00  | 4,330                   | \$ 13.20     | \$ 57,156.00  |
| 2.07                                                                                                                                                                                                         | 2010-M      | Compaction Testing                                          | LS   | 1                | \$ 3,000.00  | \$ 3,000.00   | 1                             | \$ 1,000.00  | \$ 1,000.00   | 1                       | \$ 2,850.00  | \$ 2,850.00   | 1                       | \$ 3,850.00  | \$ 3,850.00   |
|                                                                                                                                                                                                              | DIVISION 3  | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 3.01                                                                                                                                                                                                         | 3010- F     | Trench Compaction Testing                                   | LS   | 1                | \$ 2,000.00  | \$ 2,000.00   | 1                             | \$ 1,000.00  | \$ 1,000.00   | 1                       | \$ 5,280.00  | \$ 5,280.00   | 1                       | \$ 3,500.00  | \$ 3,500.00   |
|                                                                                                                                                                                                              | DIVISION 4  | SEWERS AND DRAINS                                           |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 4.01                                                                                                                                                                                                         | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6                | \$ 250.00    | \$ 1,500.00   | 6                             | \$ 500.00    | \$ 3,000.00   | 6                       | \$ 450.00    | \$ 2,700.00   | 6                       | \$ 183.17    | \$ 1,099.02   |
| 4.02                                                                                                                                                                                                         | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34               | \$ 300.00    | \$ 10,200.00  | 34                            | \$ 250.00    | \$ 8,500.00   | 34                      | \$ 450.00    | \$ 15,300.00  | 34                      | \$ 238.90    | \$ 8,122.60   |
| 4.03                                                                                                                                                                                                         | 4020-A-1    | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6                | \$ 300.00    | \$ 1,800.00   | 6                             | \$ 650.00    | \$ 3,900.00   | 6                       | \$ 650.00    | \$ 3,900.00   | 6                       | \$ 323.30    | \$ 1,939.80   |
| 4.04                                                                                                                                                                                                         | 4020-D      | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46               | \$ 30.00     | \$ 1,380.00   | 46                            | \$ 55.00     | \$ 2,530.00   | 46                      | \$ 25.00     | \$ 1,150.00   | 46                      | \$ 65.00     | \$ 2,990.00   |
| 4.05                                                                                                                                                                                                         | 4040-A      | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070            | \$ 30.00     | \$ 62,100.00  | 2,070                         | \$ 35.00     | \$ 72,450.00  | 2,070                   | \$ 27.50     | \$ 56,925.00  | 2,070                   | \$ 28.60     | \$ 59,202.00  |
| 4.06                                                                                                                                                                                                         | 4040-C-1    | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6                | \$ 1,500.00  | \$ 9,000.00   | 6                             | \$ 2,000.00  | \$ 12,000.00  | 6                       | \$ 2,575.00  | \$ 15,450.00  | 6                       | \$ 701.16    | \$ 4,206.96   |
| 4.07                                                                                                                                                                                                         | 4040-D-1    | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16               | \$ 500.00    | \$ 8,000.00   | 16                            | \$ 500.00    | \$ 8,000.00   | 16                      | \$ 650.00    | \$ 10,400.00  | 16                      | \$ 488.57    | \$ 7,817.12   |
| 4.08                                                                                                                                                                                                         | 4040-999-A  | Reconnection of Storm Sewer Services                        | EA   | 24               | \$ 800.00    | \$ 19,200.00  | 24                            | \$ 750.00    | \$ 18,000.00  | 24                      | \$ 1,500.00  | \$ 36,000.00  | 24                      | \$ 637.50    | \$ 15,300.00  |
| 4.09                                                                                                                                                                                                         | 4040-999-B  | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890            | \$ 2.00      | \$ 3,780.00   | 1,890                         | \$ 7.50      | \$ 14,175.00  | 1,890                   | \$ 7.50      | \$ 14,175.00  | 1,890                   | \$ 29.75     | \$ 56,227.50  |
| 4.10                                                                                                                                                                                                         | 4040-999-C  | Removal of Subdrain Cleanout, Type B                        | EA   | 5                | \$ 300.00    | \$ 1,500.00   | 5                             | \$ 350.00    | \$ 1,750.00   | 5                       | \$ 450.00    | \$ 2,250.00   | 5                       | \$ 297.50    | \$ 1,487.50   |
|                                                                                                                                                                                                              | DIVISION 6  | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 6.01                                                                                                                                                                                                         | 6010-B      | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2                | \$ 11,000.00 | \$ 22,000.00  | 2                             | \$ 7,000.00  | \$ 14,000.00  | 2                       | \$ 10,258.00 | \$ 20,516.00  | 2                       | \$ 12,540.00 | \$ 25,080.00  |
| 6.02                                                                                                                                                                                                         | 6010-E-1    | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1                | \$ 2,000.00  | \$ 2,000.00   | 1                             | \$ 1,500.00  | \$ 1,500.00   | 1                       | \$ 2,500.00  | \$ 2,500.00   | 1                       | \$ 2,665.03  | \$ 2,665.03   |
| 6.03                                                                                                                                                                                                         | 6010-E-2    | Intake Adjustment, Minor, Single Grate                      | EA   | 2                | \$ 2,000.00  | \$ 4,000.00   | 2                             | \$ 1,500.00  | \$ 3,000.00   | 2                       | \$ 2,500.00  | \$ 5,000.00   | 2                       | \$ 2,265.41  | \$ 4,530.82   |
| 6.04                                                                                                                                                                                                         | 6010-H-2    | Remove Intake                                               | EA   | 2                | \$ 1,000.00  | \$ 2,000.00   | 2                             | \$ 750.00    | \$ 1,500.00   | 2                       | \$ 1,000.00  | \$ 2,000.00   | 2                       | \$ 2,337.50  | \$ 4,675.00   |
|                                                                                                                                                                                                              | DIVISION 7  | STREETS AND RELATED WORK                                    |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 7.01                                                                                                                                                                                                         | 7010-A      | Pavement, PCC, Class C-SUD, 7" Thick                        | SY   | 3,610            | \$ 60.00     | \$ 216,600.00 | 3,610                         | \$ 56.00     | \$ 202,160.00 | 3,610                   | \$ 82.50     | \$ 297,825.00 | 3,610                   | \$ 72.00     | \$ 259,920.00 |
| 7.02                                                                                                                                                                                                         | 7010-999-A  | Plastic Concrete Testing                                    | LS   | 1                | \$ 4,000.00  | \$ 4,000.00   | 1                             | \$ 5,000.00  | \$ 5,000.00   | 1                       | \$ 4,580.00  | \$ 4,580.00   | 1                       | \$ 3,825.00  | \$ 3,825.00   |
| 7.03                                                                                                                                                                                                         | 7030-A-3    | Removal of Driveway                                         | SY   | 490              | \$ 20.00     | \$ 9,800.00   | 490                           | \$ 14.00     | \$ 6,860.00   | 490                     | \$ 12.50     | \$ 6,125.00   | 490                     | \$ 8.80      | \$ 4,312.00   |
| 7.04                                                                                                                                                                                                         | 7030-H-1    | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY   | 540              | \$ 50.00     | \$ 27,000.00  | 540                           | \$ 78.00     | \$ 42,120.00  | 540                     | \$ 75.00     | \$ 40,500.00  | 540                     | \$ 82.50     | \$ 44,550.00  |
| 7.05                                                                                                                                                                                                         | 7040-B      | Subbase Over-excavation, 6" Depth                           | SY   | 430              | \$ 2.00      | \$ 860.00     | 430                           | \$ 15.00     | \$ 6,450.00   | 430                     | \$ 13.50     | \$ 5,805.00   | 430                     | \$ 27.50     | \$ 11,825.00  |
| 7.06                                                                                                                                                                                                         | 7040-H      | Pavement Removal, PCC                                       | SY   | 3,610            | \$ 10.00     | \$ 36,100.00  | 3,610                         | \$ 12.00     | \$ 43,320.00  | 3,610                   | \$ 6.15      | \$ 22,201.50  | 3,610                   | \$ 8.80      | \$ 31,768.00  |
|                                                                                                                                                                                                              | DIVISION 8  | TRAFFIC CONTROL                                             |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 8.01                                                                                                                                                                                                         | 8030-A      | Temporary Traffic Control                                   | LS   | 1                | \$ 8,000.00  | \$ 8,000.00   | 1                             | \$ 7,000.00  | \$ 7,000.00   | 1                       | \$ 4,250.00  | \$ 4,250.00   | 1                       | \$ 4,537.90  | \$ 4,537.90   |
| 8.02                                                                                                                                                                                                         | 8040-I      | Remove and Reinstall Traffic Signs                          | EA   | 2                | \$ 330.00    | \$ 660.00     | 2                             | \$ 65.00     | \$ 130.00     | 2                       | \$ 500.00    | \$ 1,000.00   | 2                       | \$ 247.90    | \$ 495.80     |
|                                                                                                                                                                                                              | DIVISION 9  | SITE WORK AND LANDSCAPING                                   |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 9.01                                                                                                                                                                                                         | 9010-A      | Conventional Seeding and Fertilizing, Type 1                | AC   | 1                | \$ 4,500.00  | \$ 2,250.00   | 1                             | \$ 3,500.00  | \$ 1,750.00   | 1                       | \$ 3,750.00  | \$ 1,875.00   | 1                       | \$ 2,019.60  | \$ 1,009.80   |
| 9.02                                                                                                                                                                                                         | 9010-A      | Conventional Seeding and Fertilizing, Type 4                | AC   | 1                | \$ 500.00    | \$ 250.00     | 1                             | \$ 3,000.00  | \$ 1,500.00   | 1                       | \$ 3,750.00  | \$ 1,875.00   | 1                       | \$ 1,787.50  | \$ 893.75     |
| 9.03                                                                                                                                                                                                         | 9010-999-A  | Spot Herbicide Application                                  | AC   | 1                | \$ 1,000.00  | \$ 500.00     | 1                             | \$ 2,500.00  | \$ 1,250.00   | 1                       | \$ 1,000.00  | \$ 500.00     | 1                       | \$ 2,337.50  | \$ 1,168.75   |
| 9.04                                                                                                                                                                                                         | 9040-Q-2    | Erosion Control Mulching, Hydromulching, BFM                | AC   | 1                | \$ 4,500.00  | \$ 4,500.00   | 1                             | \$ 3,500.00  | \$ 3,500.00   | 1                       | \$ 4,000.00  | \$ 4,000.00   | 1                       | \$ 6,429.90  | \$ 6,429.90   |
| 9.05                                                                                                                                                                                                         | 9040-T-1    | Inlet Protection Device, Surface-applied                    | EA   | 6                | \$ 1,000.00  | \$ 6,000.00   | 6                             | \$ 60.00     | \$ 360.00     | 6                       | \$ 450.00    | \$ 2,700.00   | 6                       | \$ 86.85     | \$ 521.10     |
| 9.06                                                                                                                                                                                                         | 9040-T-1    | Inlet Protection Device, Drop-in                            | EA   | 6                | \$ 250.00    | \$ 1,500.00   | 6                             | \$ 175.00    | \$ 1,050.00   | 6                       | \$ 200.00    | \$ 1,200.00   | 6                       | \$ 181.50    | \$ 1,089.00   |
| 9.07                                                                                                                                                                                                         | 9040-T-2    | Inlet Protection Device, Maintenance                        | EA   | 6                | \$ 100.00    | \$ 600.00     | 6                             | \$ 60.00     | \$ 360.00     | 6                       | \$ 52.00     | \$ 312.00     | 6                       | \$ 65.27     | \$ 391.62     |
|                                                                                                                                                                                                              | DIVISION 11 | MISCELLANEOUS                                               |      |                  |              |               |                               |              |               |                         |              |               |                         |              |               |
| 11.01                                                                                                                                                                                                        | 11,020-A    | Mobilization                                                | LS   | 1                | \$ 30,000.00 | \$ 30,000.00  | 1                             | \$ 20,198.00 | \$ 20,198.00  | 1                       | \$ 35,000.00 | \$ 35,000.00  | 1                       | \$ 43,400.00 | \$ 43,400.00  |
| 11.02                                                                                                                                                                                                        | 11,030-A    | Maintenance of Postal Service                               | LS   | 1                | \$ 3,500.00  | \$ 3,500.00   | 1                             | \$ 1,250.00  | \$ 1,250.00   | 1                       | \$ 4,500.00  | \$ 4,500.00   | 1                       | \$ 3,080.00  | \$ 3,080.00   |
| 11.03                                                                                                                                                                                                        | 11,030-B    | Maintenance of Solid Waste Collection                       | LS   | 1                | \$ 5,000.00  | \$ 5,000.00   | 1                             | \$ 3,000.00  | \$ 3,000.00   | 1                       | \$ 4,500.00  | \$ 4,500.00   | 1                       | \$ 3,575.00  | \$ 3,575.00   |
| 11.04                                                                                                                                                                                                        | 11,050-A    | Concrete Washout                                            | LS   | 1                | \$ 3,000.00  | \$ 3,000.00   | 1                             | \$ 3,000.00  | \$ 3,000.00   | 1                       | \$ 4,000.00  | \$ 4,000.00   | 1                       | \$ 2,125.00  | \$ 2,125.00   |
| TOTAL AMOUNT BID =                                                                                                                                                                                           |             |                                                             |      |                  |              | \$ 632,632.00 |                               |              | \$ 645,000.00 |                         |              | \$ 739,598.00 |                         |              | \$ 744,039.47 |

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2024 PCC RECONSTRUCTION PROGRAM - NW WESTWOOD STREET", and moved:

☒ that the Resolution be adopted.

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

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

#### **RESOLUTION**

RESOLUTION MAKING AWARD OF CONSTRUCTION  
CONTRACT FOR THE 2024 PCC RECONSTRUCTION  
PROGRAM - NW WESTWOOD STREET

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2024 PCC Reconstruction Program - NW Westwood Street, described in the plans and specifications heretofore adopted by this Council on January 16, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Sternquist Construction, Inc. of Indianola, Iowa

Amount of bid: \$508,809.85

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 16th day of January, 2024.

---

Mayor

ATTEST:

---

City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2024 PCC RECONSTRUCTION PROGRAM - NW WESTWOOD STREET", and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

**RESOLUTION**

RESOLUTION APPROVING CONSTRUCTION CONTRACT  
AND BOND FOR THE 2024 PCC RECONSTRUCTION  
PROGRAM - NW WESTWOOD STREET

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2024 PCC Reconstruction Program - NW Westwood Street, 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>Sternquist Construction, Inc.</u> of <u>Indianola, Iowa</u> |
| Amount of bid:      | <u>\$508,809.85</u>                                            |
| Bond surety:        | _____                                                          |
| Date of bond:       | _____                                                          |
| Portion of project: | <u>All construction work</u>                                   |



PASSED AND APPROVED this **16<sup>th</sup>** day of **January**, 2024.

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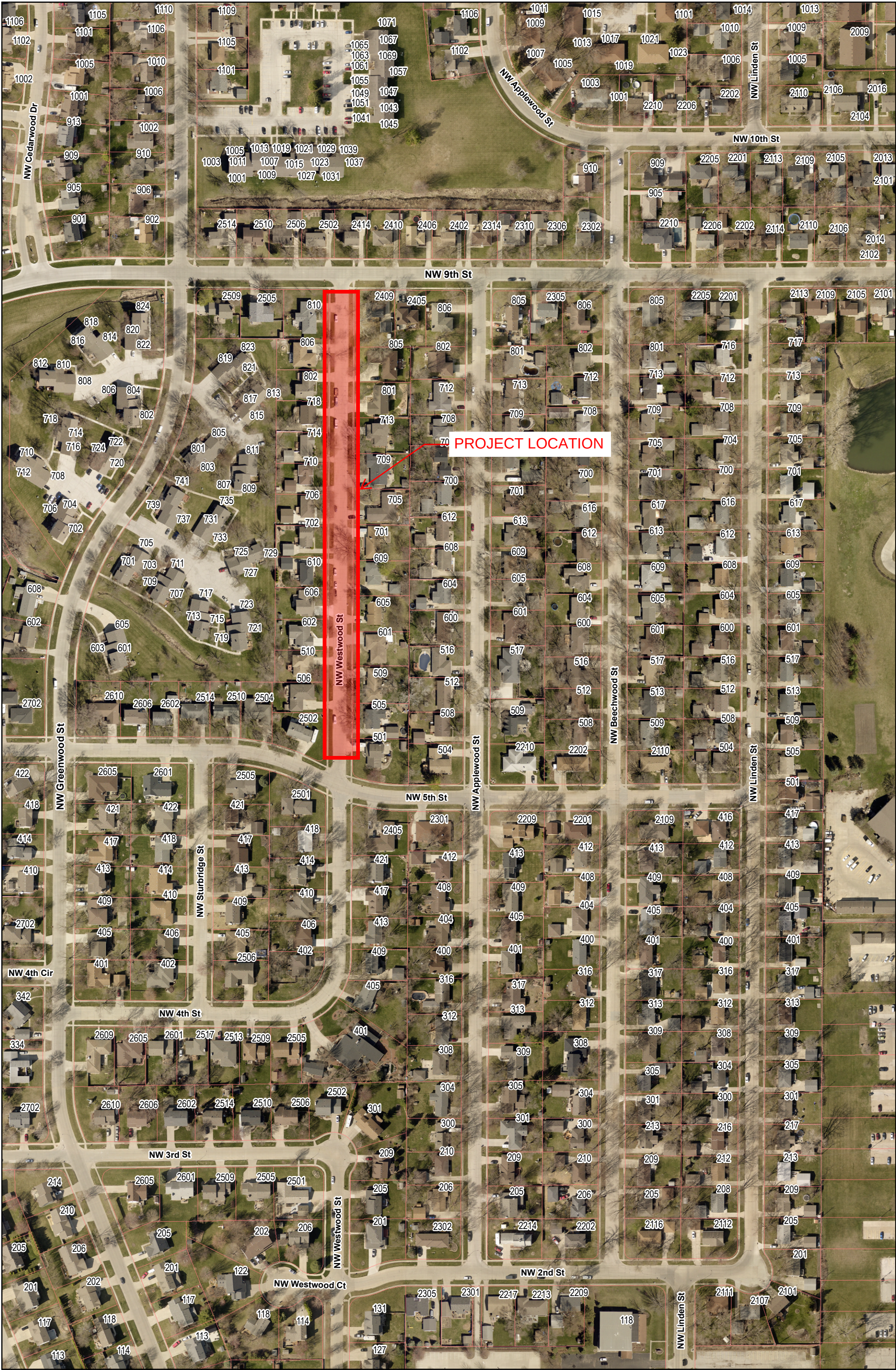
Mayor

ATTEST:

---

City Clerk







## **CONTRACT**

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 16<sup>th</sup> day of January, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Sternquist Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

### **2024 PCC RECONSTRUCTION PROGRAM – NW WESTWOOD STREET**

The **2024 PCC Reconstruction Program – NW Westwood Street** project includes pavement reconstruction and minor utility improvements along NW Westwood Street from just north of NW 5<sup>th</sup> Street to just south of NW 9<sup>th</sup> Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,600 SY of 7" thick PCC Class C-SUD street pavement and 550 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor adjustments to existing storm sewer structures, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five Hundred Eight Thousand, Eight Hundred Nine and 85/100 DOLLARS (\$508,809.85), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **fifty (50) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed; compost amendment completed; and the new street and driveways fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work.** 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** after the punch list has been provided to the Contractor following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).



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

**JURISDICTION:**

By \_\_\_\_\_  
Mark E. Holm, Mayor

(Seal)  
ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**CONTRACTOR:**

Sterngvist Construction  
Contractor

By [Signature]  
Signature

President  
Title

1110 N 14th St.  
Street Address

Indianola IA 50125  
City, State, Zip Code

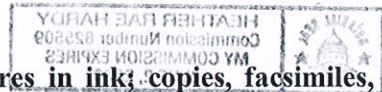
515 961 8127  
Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number C0946-71 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

**NOTE:**

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





CORPORATE ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Warren County)

On this 11<sup>th</sup> day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Britt Sternquist and President, to me known, who, being by me duly sworn, did say that they are the President, and President, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Britt Sternquist and President acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

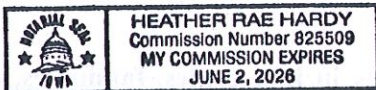


[Signature]  
Notary Public in and for the State of Iowa  
My commission expires June 2nd, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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



Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

## INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_



## CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

| Item No. | Item                                                        | Unit | Total | Unit Price  | Total Price  |
|----------|-------------------------------------------------------------|------|-------|-------------|--------------|
|          | EARTHWORK                                                   |      |       |             |              |
| 2.01     | Clearing and Grubbing                                       | UNIT | 75.4  | \$ 83.00    | \$ 6,258.20  |
| 2.02     | Topsoil, Compost-amended                                    | CY   | 270   | \$ 38.60    | \$ 10,422.00 |
| 2.03     | Excavation, Class 10                                        | CY   | 720   | \$ 21.15    | \$ 15,228.00 |
| 2.04     | Subgrade Preparation, 6" Depth                              | SY   | 4,330 | \$ 2.50     | \$ 10,825.00 |
| 2.05     | Subgrade Treatment, Geogrid, Triangular, Type 3             | SY   | 1,080 | \$ 4.80     | \$ 5,184.00  |
| 2.06     | Subbase, Modified, Virgin Aggregate, 6" Depth               | SY   | 4,330 | \$ 10.30    | \$ 44,599.00 |
| 2.07     | Compaction Testing                                          | LS   | 1     | \$ 2,575.00 | \$ 2,575.00  |
|          | TRENCH AND TRENCHLESS CONSTRUCTION                          |      |       |             |              |
| 3.01     | Trench Compaction Testing                                   | LS   | 1     | \$ 772.50   | \$ 772.50    |
|          | SEWERS AND DRAINS                                           |      |       |             |              |
| 4.01     | Storm Sewer, Trenched, Class III RCP, 24" Diameter          | LF   | 6     | \$ 211.15   | \$ 1,266.90  |
| 4.02     | Storm Sewer, Trenched, Class III RCP, 36" Diameter          | LF   | 34    | \$ 200.85   | \$ 6,828.90  |
| 4.03     | Storm Sewer, Trenched, Class III RCP, 42" Diameter          | LF   | 6     | \$ 484.10   | \$ 2,904.60  |
| 4.04     | Removal of Storm Sewer, RCP, Any Size Diameter              | LF   | 46    | \$ 20.60    | \$ 947.60    |
| 4.05     | Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter       | LF   | 2,070 | \$ 33.25    | \$ 68,827.50 |
| 4.06     | Subdrain Cleanout, Type B, 24" Diameter                     | EA   | 6     | \$ 628.30   | \$ 3,769.80  |
| 4.07     | Subdrain Outlets and Connections, PVC, 8" Diameter          | EA   | 16    | \$ 247.20   | \$ 3,955.20  |
| 4.08     | Reconnection of Storm Sewer Services                        | EA   | 24    | \$ 278.10   | \$ 6,674.40  |
| 4.09     | Removal of Subdrain, Any Type, Any Size                     | LF   | 1,890 | \$ 2.60     | \$ 4,914.00  |
| 4.10     | Removal of Subdrain Cleanout, Type B                        | EA   | 5     | \$ 97.85    | \$ 489.25    |
|          | STRUCTURES FOR SANITARY AND STORM SEWERS                    |      |       |             |              |
| 6.01     | Intake, Type SW-506, 6'-8" x 6'-0", Modified, Cast-in-place | EA   | 2     | \$ 7,828.00 | \$ 15,656.00 |
| 6.02     | Manhole Adjustment, Storm, Minor, Two-Piece Casting         | EA   | 1     | \$ 1,236.00 | \$ 1,236.00  |

|       |                                                             |    |       |              |               |
|-------|-------------------------------------------------------------|----|-------|--------------|---------------|
| 6.03  | Intake Adjustment, Minor, Single Grate                      | EA | 2     | \$ 1,612.00  | \$ 3,224.00   |
| 6.04  | Remove Intake                                               | EA | 2     | \$ 912.00    | \$ 1,824.00   |
|       | STREETS AND RELATED WORK                                    |    |       |              |               |
| 7.01  | Pavement, PCC, Class C-SUD, 7" Thick                        | SY | 3,610 | \$ 50.90     | \$ 183,749.00 |
| 7.02  | Plastic Concrete Testing                                    | LS | 1     | \$ 3,200.00  | \$ 3,200.00   |
| 7.03  | Removal of Driveway                                         | SY | 490   | \$ 8.25      | \$ 4,042.50   |
| 7.04  | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY | 540   | \$ 56.25     | \$ 30,375.00  |
| 7.05  | Subbase Over-excavation, 6" Depth                           | SY | 430   | \$ 9.55      | \$ 4,106.50   |
| 7.06  | Pavement Removal, PCC                                       | SY | 3,610 | \$ 8.25      | \$ 29,782.50  |
|       | TRAFFIC CONTROL                                             |    |       |              |               |
| 8.01  | Temporary Traffic Control                                   | LS | 1     | \$ 4,250.00  | \$ 4,250.00   |
| 8.02  | Remove and Reinstall Traffic Signs                          | EA | 2     | \$ 232.00    | \$ 464.00     |
|       | SITE WORK AND LANDSCAPING                                   |    |       |              |               |
| 9.01  | Conventional Seeding and Fertilizing, Type 1                | AC | 0.5   | \$ 3,915.00  | \$ 1,957.50   |
| 9.02  | Conventional Seeding and Fertilizing, Type 4                | AC | 0.5   | \$ 412.00    | \$ 206.00     |
| 9.03  | Spot Herbicide Application                                  | AC | 0.5   | \$ 824.00    | \$ 412.00     |
| 9.04  | Erosion Control Mulching, Hydromulching, BFM                | AC | 1.0   | \$ 4,100.00  | \$ 4,100.00   |
| 9.05  | Inlet Protection Device, Surface-applied                    | EA | 6     | \$ 231.75    | \$ 1,390.50   |
| 9.06  | Inlet Protection Device, Drop-in                            | EA | 6     | \$ 231.75    | \$ 1,390.50   |
| 9.07  | Inlet Protection Device, Maintenance                        | EA | 6     | \$ 67.00     | \$ 402.00     |
|       | MISCELLANEOUS                                               |    |       |              |               |
| 11.01 | Mobilization                                                | LS | 1     | \$ 12,000.00 | \$ 12,000.00  |
| 11.02 | Maintenance of Postal Service                               | LS | 1     | \$ 2,885.00  | \$ 2,885.00   |
| 11.03 | Maintenance of Solid Waste Collection                       | LS | 1     | \$ 4,015.00  | \$ 4,015.00   |
| 11.04 | Concrete Washout                                            | LS | 1     | \$ 1,700.00  | \$ 1,700.00   |

**TOTAL CONTRACT AMOUNT =**

**\$ 508,809.85**







**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Sternquist Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Hundred Eight Thousand, Eight Hundred Nine and 85/100 DOLLARS (\$508,809.85), 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 16<sup>th</sup> day of January, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

**2024 PCC RECONSTRUCTION PROGRAM – NW WESTWOOD STREET**

The 2024 PCC Reconstruction Program – NW Westwood Street project includes pavement reconstruction and minor utility improvements along NW Westwood Street from just north of NW 5<sup>th</sup> Street to just south of NW 9<sup>th</sup> Street in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,600 SY of 7" thick PCC Class C-SUD street pavement and 550 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor adjustments to existing storm sewer structures, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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



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



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

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

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

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

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

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

Witness our hands, in triplicate, this 16th day of January, 2024.

**PRINCIPAL:**

Sternquist Construction, Inc.

Contractor

By



Signature

PRESIDENT

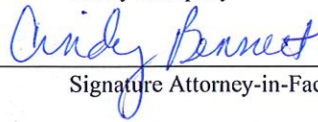
Title

**SURETY:**

Merchants Bonding Company (Mutual)

Surety Company

By



Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

**NOTE:**

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



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of November, 2023.



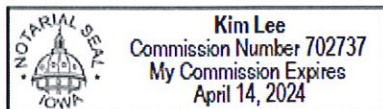
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of November 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January, 2024.



*William Warner Jr.*  
Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2024

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

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

|                                                                                           |                                           |                                            |        |
|-------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|--------|
| PRODUCER<br>Holmes Murphy & Associates<br>2727 Grand Prairie Parkway<br>Waukegan IA 50263 | CONTACT NAME: Jessica Allinson            | FAX (A/C, No):                             |        |
|                                                                                           | PHONE (A/C, No, Ext): 515-381-7409        | E-MAIL ADDRESS: jallinson@holmesmurphy.com |        |
| INSURED<br>Sternquist Construction, Inc<br>1110 N. 14th Street<br>Indianola, IA 50125     | INSURER(S) AFFORDING COVERAGE             |                                            | NAIC # |
|                                                                                           | INSURER A: United Fire & Casualty Company |                                            | 13021  |
|                                                                                           | INSURER B: ACE American Insurance Company |                                            | 22667  |
|                                                                                           | INSURER C: LAFAYETTE INS CO               |                                            | 18295  |
|                                                                                           | INSURER D:                                |                                            |        |
|                                                                                           | INSURER E:                                |                                            |        |
| INSURER F:                                                                                |                                           |                                            |        |

## COVERAGES

CERTIFICATE NUMBER: 155202471

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 60429025                 | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                   |           |          | 60429025                 | 4/1/2023                | 4/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                             |           |          | 60429025                 | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                               |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                  | Y/N       | N/A      | 30303590                 | 4/1/2023                | 4/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                         |
| A<br>B   | Inland Marine<br>Property<br>Pollution                                                                                                                                                                                                                                                                                                                                  |           |          | 60429025<br>G24745442011 | 4/1/2023<br>4/1/2023    | 4/1/2024<br>4/1/2024    | Leased/Rented Equi Building & PP Limit Liability<br>250,000<br>1,572,900<br>1,000,000                                                                                                                                                    |

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

Re: 2024 PCC Reconstruction Program - NW Westwood Street

The City of Ankeny is additional insured with regards to General Liability and Auto if required by written contract.

Umbrella is follow form for additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Ankeny  
201 S Ankeny Blvd  
Ankeny IA 50021-3117  
USA

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

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ACTION REQUESTED:

Resolution

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LEGAL:

No Review Required

---

SUBJECT:

Proposed "Revitalize Iowa's Sound Economy" Application to the Iowa Department of Transportation for Metro North Business Park expansion.

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EXECUTIVE SUMMARY:

Denny Elwell Company, with support from City Staff, engaged Civil Design Advantage (CDA) to prepare an application to the Iowa Department of Transportation's Revitalizing Iowa's Sound Economy (R.I.S.E) grant program. The application is for an approximately 1,200 linear foot extension of SE Creekview Drive in the Metro North Business Park. This extension would be located east of the Tone's/B&G Foods facility, as shown in the attached exhibit.

The extension of SE Creekview Drive would open up approximately 25 developable acres of M-1 zoned land for new development in the business park. With so much industrial and commercial development having occurred in Ankeny the last several years, it is important to continue to replenish supply of shovel ready sites to remain competitive when competing for new business investment. This extension will also provide access to an approximately 60 acre site located north of Tone's along I-35. Metro North is a full-

service business park with several restaurants, hotels, and daycare center, making it an attractive location for future business investment.

A funding decision for this award will be made in early 2024, with construction not expected to begin until 2025.

---

**FISCAL IMPACT: No**

The engineer's estimate for the project is \$2,170,257, of which \$1,768,641 would be considered a RISE eligible expense. If the project is funded, the maximum grant award from the DOT would be \$884,321. The remaining approx. \$1.3 million would be considered local match.

If awarded RISE funding, the City would be required to bid the project and manage the project through completion. A separate agreement with Denny Elwell Company will be drafted and brought to the Council prior to bidding the project. This agreement will include the reimbursement to the City of all non-RISE funded project costs and will follow the same model recently used for the Crosswinds RISE project, where the developer/owner is required to place an amount equal to non-RISE funded project costs in an escrow account managed by the City prior to bidding the project. This agreement(s) will be presented to the City Council for approval in late 2024, prior to design and construction. Like the Crosswinds RISE project, there may be separate agreements for design/engineering costs and constructions costs.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve the resolution endorsing the RISE application.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

**Action:** Consider motion to adopt RESOLUTION endorsing a grant application for funding through the Iowa Department of Transportation's "Revitalize Iowa's Sound Economy" (R.I.S.E.) program for the Metro North Business Park expansion.

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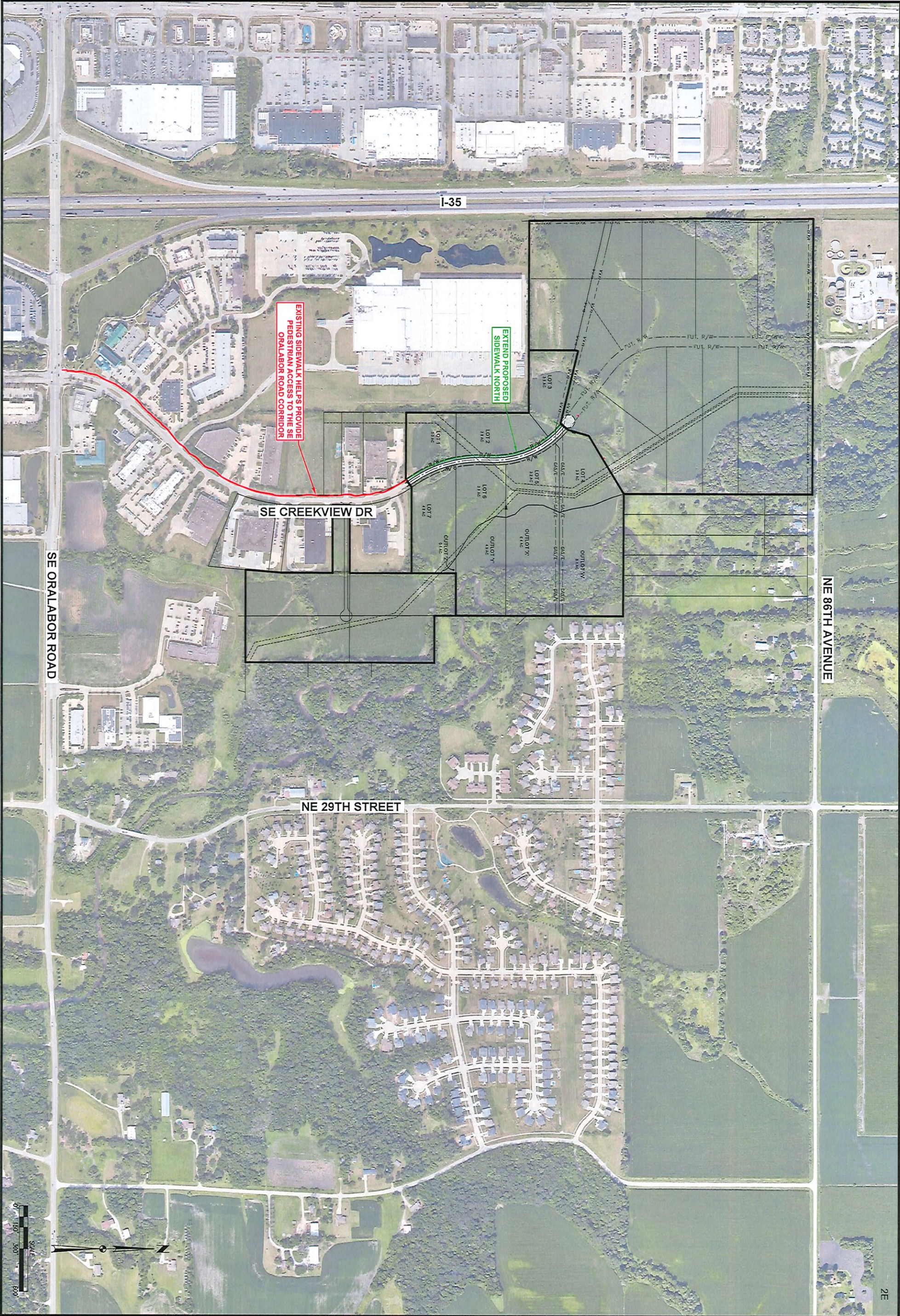
**ADDITIONAL INFORMATION:**

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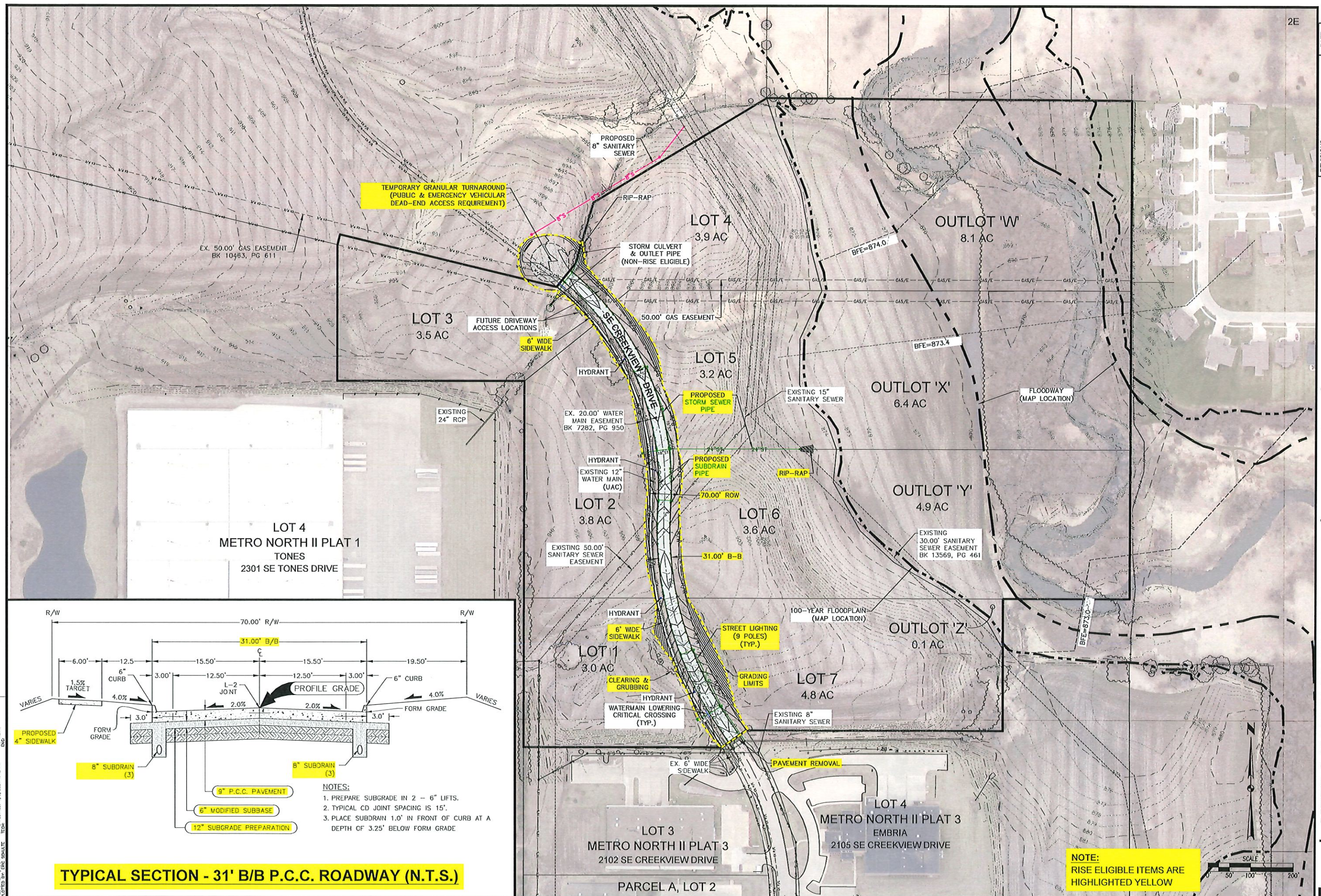
**ATTACHMENTS:**

|                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                      |
|  <a href="#">Metro North Expansion Exhibit</a>      |
|  <a href="#">Metro North Expansion Reso</a>         |
|  <a href="#">Metro North RISE Commitment Letter</a> |
|  <a href="#">Metro North RISE Application</a>       |











**RESOLUTION \_\_\_\_\_**

**A RESOLUTION ENDORSING A GRANT APPLICATION FOR FUNDING THROUGH  
THE IOWA DEPARTMENT OF TRANSPORTATION’S “REVITALIZE IOWA’S  
SOUND ECONOMY” (R.I.S.E.) PROGRAM FOR THE METRO NORTH BUSINESS  
PARK EXPANSION PROJECT**

**WHEREAS**, the State of Iowa has developed a program of funding, administered through the Iowa Department of Transportation entitled “Revitalize Iowa’s Sound Economy” (R.I.S.E.)

**WHEREAS**, said program is partially designed to assist cities in the development of appropriate transportation systems to attract and retain business and industry creating job opportunities for the citizens of those communities and improving the overall economic character of the area, and

**WHEREAS**, there is demand from businesses for parcels in Ankeny with adequate transportation access, and

**WHEREAS**, the proposed Metro North Business Park Expansion Project will open new parcels for businesses in light manufacturing, warehouse, flex and other sectors in addition to creating expansion capabilities for existing businesses, and

**WHEREAS**, the future economic growth should create new jobs for central Iowans and stable long term investments for businesses, while creating an estimated 280 high quality employment opportunities for existing and future employees.

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

1. Supports and approves the grant application for R.I.S.E. Program Funding for the Metro North Business Park Expansion Project.
2. Commits to most of the funding of this project as outlined in the grant application.
3. Commits that the roadway improvements associated with the Metro North Business Park Expansion (SE Creekview Drive extension) will be dedicated for public use.
4. Commits to the construction of the project and providing maintenance of the roadway in the future.

**PASSED AND APPROVED** This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk



January 4, 2024

Re: Letter of Commitment  
Competitive RISE Grant Application  
Metro North Business Park Expansion

Craig Markley, Director  
Office of Systems Planning  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

Dear Mr. Markley:

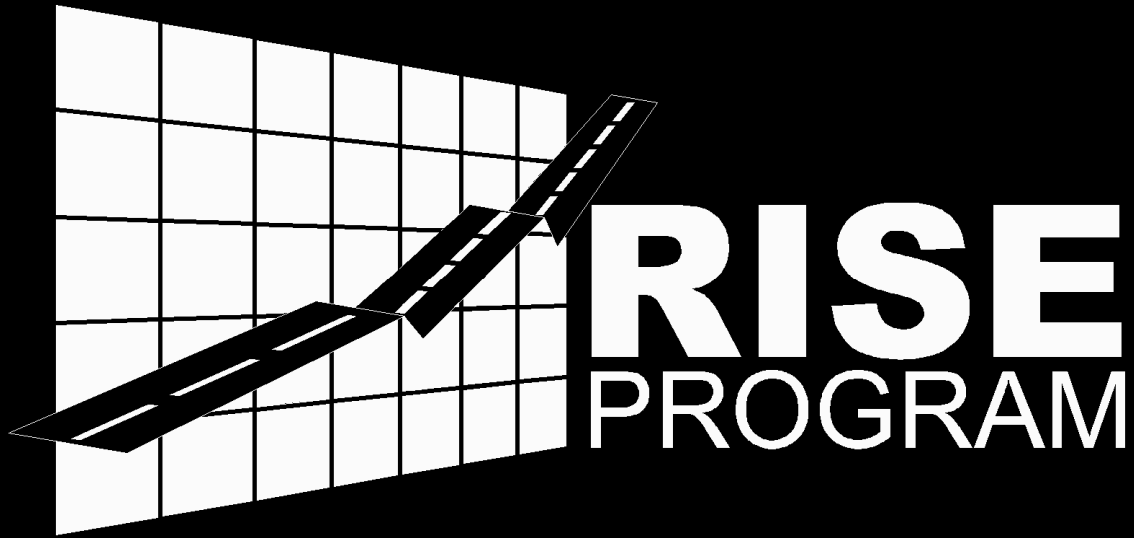
Please be advised at their meeting on January 16, 2024 the Ankeny City Council approved by resolution the submittal of an application to the Iowa Department of Transportation for RISE program funding to assist with a local development infrastructure project with significant benefit to the State of Iowa in the Metro North Business Park along Interstate 35 in Ankeny.

The City believes RISE funding is imperative to assist in the roadway improvements to support the Metro North Business Park expansion and commits to providing matching funds to complete this important economic development project. This project will serve as a catalyst in the overall development and expansion of the Metro North Business park, opening up additional land for RISE eligible investments. RISE funding is necessary for the City of Ankeny and State of Iowa to benefit from additional capital investment and job creation in the Metro North Business Park.

Please contact me with any questions or if you desire additional information.

Sincerely,

Mark E. Holm  
Mayor  
City of Ankeny



**COMPETITIVE FUNDING APPLICATION**

**CITY OF ANKENY, IOWA**

**METRO NORTH BUSINESS PARK EXPANSION**

**JANUARY 2024**



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**CITY OF ANKENY, IOWA  
COMPETITIVE FUNDING  
RISE GRANT APPLICATION**

**TABLE OF CONTENTS**

1. APPLICATION DOCUMENT
2. REQUIRED DOCUMENTATION
  - A. ECONOMIC DEVELOPMENT NARRATIVE
  - B. CITY OF ANKENY RESOLUTION
  - C. TRANSPORTATION JUSTIFICATION NARRATIVE
  - D. AREA MAPS
  - E. SKETCH PLAN
  - F. CONSTRUCTION SCHEDULE
  - G. LETTER OF COMMITMENT
  - H. TOTAL ROADWAY PROJECT COSTS (RISE-ELIGIBLE)
  - I. NARRATIVE OF NON-ROADWAY FACTORS & BUSINESS  
SUPPORT LETTERS
  - J. TRANSPORTATION CONSISTENCY DOCUMENTATION - MPO
  - K. BROWNFIELD REMEDIATION/REDEVELOPMENT (N/A)
  - L. IOWA ECONOMIC DEVELOPMENT AUTHORITY CERT. (N/A)
  - M. MINORITY IMPACT STATEMENT



# **SECTION 1**

## **APPLICATION DOCUMENT**



# APPLICATION INSTRUCTIONS FOR RISE: COMPETITIVE RATING FUNDING for Local Development Projects

## GENERAL INFORMATION

Applicant Name (City or County of) CITY OF ANKENY

Contact Person  
(Name and Title) DEREK LORD

Street Address and/or  
Box Number 410 W FIRST STREET

City ANKENY State IA ZIP Code 50023

Telephone Number 515-965-6430 E-mail DLORD@ANKENYIOWA.GOV

If more than one agency or organization is involved in this project, please state the highway authority, contact person, mailing address, and telephone number of the second agency. (Attach an additional page if more than two agencies are involved.)

City or County of \_\_\_\_\_

Contact Person  
(Name and Title) \_\_\_\_\_

Street Address and/or  
Box Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Project Title METRO NORTH BUSINESS PARK EXPANSION

### Please complete the following:

The proposed project is on a:

☒ City Street. ☐ Secondary Road. ☐ Primary Road.

(Length of Project in feet: 1,195)

If a Primary Road is involved, indicate the desired RISE funding source.

☐ City ☐ County ☐ State

The proposed project involves: ☒ Development of a new road.  
☐ Improvement of an existing road.  
☐ Both

Has any part of this Development or Roadway Project been started? If yes, please explain: ☐ Yes ☒ No

Is the development area an Iowa Certified Site? ☐ Yes ☒ No Date Certified: \_\_\_\_\_

Is the development area an Iowa Certified Site? ☐ Yes ☒ No

Has an application been submitted to the IEDA for the development area to be reviewed and certified as an Iowa Certified Site? ☐ Yes ☒ No Date Submitted: \_\_\_\_\_

This application is for RISE funding as a: ☐ Loan. ☒ Grant. ☐ Combination.

If this application is for a loan or combination loan and grant, please state the proposed terms of repayment (include the amount of principal to be repaid, proposed interest rate, length of repayment, etc.).

If this application is for funding for two or three program years, please specify the amount of funding requested for each year.

First Year \$ \_\_\_\_\_ Second Year \$ \_\_\_\_\_ Third Year \$ \_\_\_\_\_

## PROJECT INVESTMENT INFORMATION

Estimated Total Capital Investment **\$31,829,391**

("Total capital investment" is defined in the Administrative Rules. Please attach a breakdown by major item, such as land, improvements to land, buildings, equipment, and utilities. The cost of the roadway project, excluding RISE funds requested, should be included in these figures.)

Private Investment \$ **30,410,391**

Public Investment \$ **1,419,001**

Total Cost of Roadway Project \$ **2,170,257**

RISE Funds requested for Roadway Project \$ **884,321**

List below the source and amount of the matching funds available for the roadway project (assured or anticipated).

|    | Source         | Amount      | Assured?                                                            |
|----|----------------|-------------|---------------------------------------------------------------------|
| 1. | CITY OF ANKENY | \$1,219,001 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. |                |             | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| 3. |                |             | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| 4. |                |             | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

## DEVELOPMENT POTENTIAL INFORMATION

This roadway project involves:

- ☒ Attracting a new development.  
☒ Expanding an existing development.  
☐ Retaining an existing development.  
☐ Improving access to an existing development.  
☐ Other (specify). \_\_\_\_\_

Please identify the type(s) of development to be supported with the RISE project. (Be as specific as possible.)

**INDUSTRIAL/ BUSINESS TYPE DEVELOPMENT. WE ANTICIPATE LIGHT MANUFACTURING, WAREHOUSING, FLEX SPACE, AND OTHER TYPES OF USERS. ZONED M-1 LIGHT INDUSTRIAL.**

Does the roadway project involve relocation of economic activity from elsewhere in Iowa? ☐ Yes ☒ No

If yes, please explain.

What is the status of the economic development or activity to be supported by the RISE-funded roadway?

(Please check the appropriate answer(s).)

- ☐ Applicant has a firm commitment for a new economic development, or expansion or retention of an existing development.  
(See required documentation - Item G.)
- ☐ Applicant is negotiating with a specific firm(s) concerning a location, expansion, or retention decision.  
(See required documentation - Item G.)
- ☐ Development area is an Iowa Certified Site. (See required documentation - Item L.)
- ☐ Applicant has applied to IEDA for the development area to be reviewed and certified as an Iowa Certified Site and certification is pending. (See required documentation - Item L.)
- ☒ Negotiations are not underway, but applicant is seeking a specific type(s) of economic development for the site.
- ☒ Applicant is preparing or improving access to a site where future, unspecified development can occur.
- ☐ Applicant is improving access to an existing development that has no immediate plans for expansion.
- ☐ Other (please describe). \_\_\_\_\_

**DEVELOPMENT POTENTIAL INFORMATION (continued)**

Please estimate the number of permanent, direct jobs created and/or retained as a result of this project. (These numbers should **not** include construction or indirect "multiplier" jobs.)

Total Direct Jobs Created 280

Initial Jobs (*within the first three years*) 25

Other Future Jobs (*beyond first three years*) 255

Total Direct Jobs Retained

If this roadway project supports a tourism or recreational development, please estimate the amount of visitors.

|                                            | Current | Estimated Increase |
|--------------------------------------------|---------|--------------------|
| Overnight Visitors                         |         |                    |
| Day Visitors from 100 or more miles away   |         |                    |
| Day Visitors from less than 100 miles away |         |                    |

Please estimate the number of acres (*by type of development*) that will be directly served by the RISE-funded roadway.

| Type of Development Served         | Acres Currently Developed | Total Usable Acres |
|------------------------------------|---------------------------|--------------------|
| Industrial/Manufacturing           | 200 of 400                | 25.8               |
| Commercial/Office/Retail/Wholesale |                           |                    |
| Park/Tourist/Recreational          |                           |                    |
| Other                              |                           |                    |
| Unknown                            |                           |                    |

**LOCAL COMMITMENT AND INITIATIVE INFORMATION**

Please indicate whether the following non-roadway factors intrinsic to the success of the development are in place:

|                                                                                                                                                                             | Yes                                 | No                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| Land Assembled and Available for Sale or Lease .....                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Zoning Suitable for Proposed Use .....                                                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Water .....                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sanitary Sewer .....                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sewage Treatment Capacity .....                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Storm Drainage .....                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Electricity .....                                                                                                                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Gas .....                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Telephone .....                                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Permits ( <i>if applicable</i> ) .....                                                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Labor Force Training ( <i>if applicable</i> ) .....                                                                                                                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Public Transit, Ride Share availability ( <i>for projects expecting 50+ employees</i> ) .....                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rail Service ( <i>if applicable</i> ) .....                                                                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/> |
| Other ( <i>Please describe.</i> ) <span style="color: blue;">Sidewalk connectivity within the business park, connecting sidewalk and trails to hotels, daycare, etc.</span> |                                     |                          |

If "No" is checked for any of the above, please describe what arrangements are being made for providing land, utility or other necessary services.

Please describe what economic development/marketing activities the applicant has been involved in within the recent past. For example, state whether the applicant has a local economic development organization or belongs to an area economic development organization. If so, state the name, address and contact person for each group. Also, describe the activities and accomplishments of the organization(s) such as the number of firms contacted, the volume of promotional materials mailed, the number of jobs or visitors attracted, and the number of dollars invested.

The City of Ankeny has a fully staffed Economic Development Department and is also a member and sponsor of the Ankeny Area Chamber of Commerce, Ankeny Business & Industry Collaborative and the Greater Des Moines Partnership. These three organizations, in addition to City Economic Development staff, actively market Ankeny and Central Iowa and solicit new investment through marketing and outreach. All of these organizations are committed to fostering a vibrant and prosperous business community that benefits everyone. These efforts have led to over 3.5 million square feet of new commercial and industrial space developed in Ankeny the last five years, which has led to hundreds of new employment opportunities for Iowans.

#### TRANSPORTATION NEED INFORMATION

Is the need for the roadway improvement identified by local plans, capital improvement programs, or other adopted local priorities? *(Please explain.)*

The project area is currently zoned M-1 (light industrial district), which supports RISE eligible business development in this area. The Ankeny City Council recently approved this project in their 2024 Capital Improvement Program, as this area has always been planned for future industrial development, as shown in the Ankeny Plan 2040 comprehensive plan. The Des Moines Metropolitan Planning Organization has reviewed the project and has found it consistent and supportive of the recent metropolitan transportation plan.

#### DOCUMENT INFORMATION

The following documents must be attached to this application. In the upper right-hand corner of each document, write the letter (shown below) which the document supports. *(Please refer to the general instructions for an explanation of each item.)*

Please check that the following items are attached:

- A. A **NARRATIVE** describing the proposed total economic development and how the RISE project will support the development.
- B. A **RESOLUTION** or resolutions approved by the participating local governments.
- C. A **NARRATIVE** assessing existing conditions, outlining the proposed concept of the roadway project, and providing adequate transportation justification.
- D. A **MAP** identifying the location of the roadway project; a plat and zoning map of the proposed land development.
- E. A **SKETCH PLAN** of the project.
- F. A **TIME SCHEDULE** for the roadway project, and other development as appropriate.
- G. A **LETTER OF COMMITMENT** from the business or developer if the applicant indicates a firm commitment exists or negotiations are underway (if applicable).
- H. An **ITEMIZED BREAKDOWN** of total roadway project costs. The attached form must be used.
- I. A **NARRATIVE** describing the associated economic development and jobs (if applicable).
- J. **DOCUMENTATION** that the proposed road project and economic development are consistent with any regional or metropolitan area long-range transportation plans in effect for the RISE project location.
- K. A **NARRATIVE** if the project involves the remediation or redevelopment of a brownfield site (if applicable).
- L. A **LETTER OF CERTIFICATION** from the Iowa Economic Development Authority declaring the development area is an Iowa Certified Site or a **NARRATIVE** of certification status (if applicable).
- M. **MINORITY IMPACT STATEMENT** completed and signed.



**DOCUMENT INFORMATION (Continued)**

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local government(s). I understand the attached **resolution(s)** binds the participating local governments to assume responsibility for adequate maintenance of any new or improved city streets or secondary roads.

I hereby certify, under penalty of perjury, that any award of RISE funds; any subsequent letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials therefore; shall not involve direct or indirect interest, prohibited by Iowa Code 15A.2, 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of RISE funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of RISE funding and authorize a complete recovery of any funds previously disbursed.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the department is required prior to the authorization of funds.

Representing the City of Ankeny

\_\_\_\_\_  
Name of Applicant's Governing Authority

**Signed**

1/16/24

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Date

Mark E. Holm Mayor

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

**Attested**

1/16/24

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Date

Michelle Yuska, City Clerk

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

## RISE LOCAL DEVELOPMENT APPLICATION ROADWAY PROJECT DESCRIPTION AND COST ESTIMATE (RISE-Eligible Items)

Lead applicant name CITY OF ANKENY

### ROAD PROJECT DESCRIPTION

Location: ANKENY, SE CREEKVIEW DRIVE

Length (ft.): 1,195      Pavement Width (ft.): 31      Right-of-Way Width (ft.): 70

Pavement Type: PCC, Class C Mix Depth: 9 inch

## TRAFFIC INFORMATION

Present Annual Average Daily Traffic (AADT) in 2023 4,440 (Estimated SE Creekview Drive) Percent Trucks: 20

Present AADT in 2035 7,288 (Estimated) Percent Trucks: 20

### COST ESTIMATE

| <b>Item Description</b>                                             | <b>Units</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
|---------------------------------------------------------------------|--------------|------------------|-------------------|
| REFER TO SECTION 2H                                                 |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
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|                                                                     |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
|                                                                     |              |                  | 0                 |
| Right-of-Way                                                        |              |                  |                   |
| Railroad                                                            |              |                  |                   |
| <b>Subtotal</b>                                                     |              |                  |                   |
| Engineering, legal, administration (maximum 15 percent of subtotal) |              |                  | \$                |
| Contingency (maximum 10 percent of subtotal)                        |              |                  | \$                |
| <b>Grand Total</b>                                                  |              |                  | \$0               |

**Note:** If the Roadway Project is in more than one jurisdiction, please prepare separate cost estimate forms for each portion and submit with application.

## RISE LOCAL DEVELOPMENT APPLICATION

### ROAD PROJECT-ELIGIBLE AND INELIGIBLE ITEMS

#### Examples of RISE-Eligible Items

---

Storm sewer (*RISE-eligible costs include the cost of construction of longitudinal and outlet storm sewers made necessary by highway construction, in the proportion that the right of way bears to the total drainage area to be served by the proposed sewers.*)

Right-of-Way and appraisal costs (*Based on current market value; a qualified appraisal acceptable to the Iowa DOT's Right-of -Way Bureau will be requested for approved projects.*)

|                                    |                                                          |
|------------------------------------|----------------------------------------------------------|
| Apron                              | Hot-mix asphalt, intermediate course                     |
| Backfill                           | Hot-mix asphalt, surface course                          |
| Cleaning and preparation of base   | Intake                                                   |
| Clearing and grubbing              | Manhole                                                  |
| Concrete pipe culvert              | Primer and tack coat bitumen                             |
| Contingency                        | Incidental Portland cement concrete                      |
| Corrugated metal pipe culvert      | Removal of pavement                                      |
| Earth shoulder finishing           | Removal of existing structures                           |
| Engineering, legal, administration | Removal of drives                                        |
| Excavation                         | Removal of sidewalk (if an integral part of the roadway) |
| Granular surfacing of road         | Rolled stone base                                        |
| Granular surfacing of shoulders    | Seeding                                                  |
| Guardrail                          | Stabilized shoulder finishing                            |
| Hot-mix asphalt, base              | Traffic control                                          |

#### Examples of Ineligible RISE Items

---

Storm sewer beyond the amount needed to drain the roadway.

Any preapplication costs (*except qualifying advance right of way costs to protect or preserve a project corridor. Written approval from the Iowa DOT must be obtained prior to advance right of way purchase.*)

Donated right of way  
General government expenses and expenses associated with the provision of any public service  
Lighting energy and maintenance costs  
Lighting, except as an integral part of the roadway  
Nonroadway transportation expenditures  
Overhead and operating costs associated with eligible project activities  
Parking expenditures  
Pavement marking and traffic signs, except as an integral part of the roadway  
Purchase of furnishings, construction equipment, and personal property  
Routine roadway, bridge, and culvert maintenance  
Sanitary sewers  
Sidewalks, bicycle paths, and railroad-highway crossings, except when replacing or an integral part of the roadway  
Traffic signalization, except as in integral part of a roadway project  
Water mains  
Winter roadway and bridge maintenance

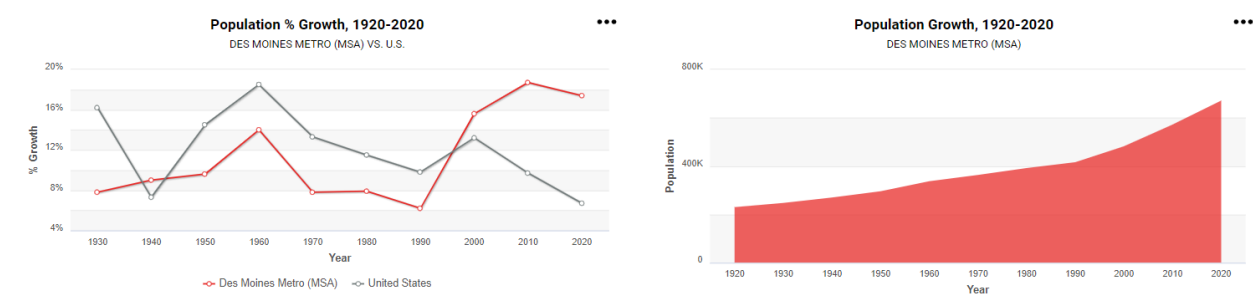
## **SECTION 2A**

# **ECONOMIC DEVELOPMENT NARRATIVE**

**ECONOMIC DEVELOPMENT NARRATIVE**  
**METRO NORTH BUSINESS PARK EXPANSION**  
**ANKENY, IOWA**

The existing Metro North Business Park is located in Ankeny, Iowa, which is within the Des Moines Metropolitan Statistical Area (MSA). The Des Moines Metropolitan Area has had substantial population and economic growth since 2002, contributing to the State’s economic strength and ability to overcome the loss of population and tax base in rural areas of the State. This business park expansion will provide new sites for development and opportunities for existing business expansion that will assist in the continued employment growth of the Des Moines Metropolitan Area and contribute to Iowa’s economic health.

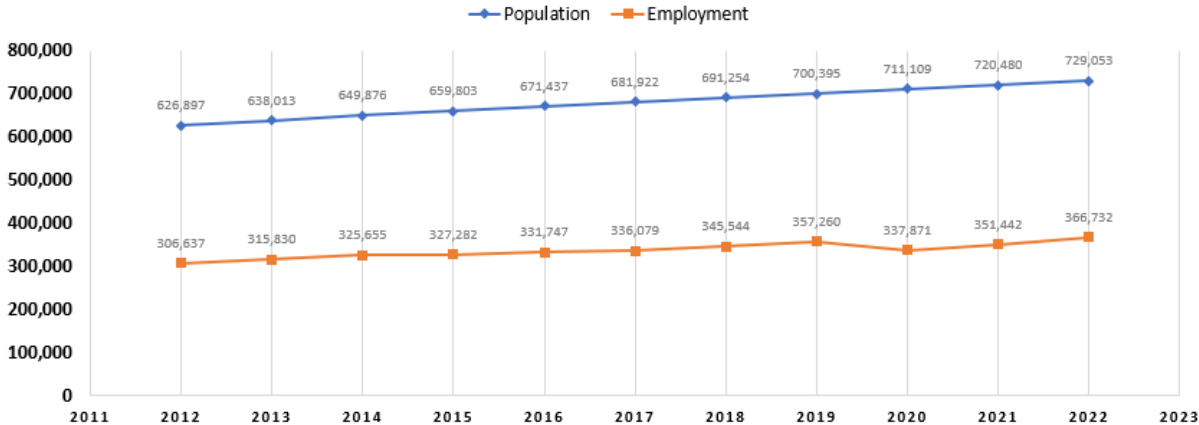
The six-county Des Moines MSA of Dallas, Guthrie, Jasper, Madison, Polk, and Warren Counties in 2020 has experienced steady percent population growth over the last three decades, from 416,346 in 1990 to 670,767 in 2020. The graph below also shows the population growth of the MSA vs the United States.



(Graphs via Greater Des Moines Partnership statistics)

The Des Moines Metropolitan Area has also experienced substantial employment growth during the last decade to support the population growth in the area. Based on statistics from the Greater Des Moines Partnership and the graph below, there were 306,637 non-agricultural wage and salary jobs in the Des Moines MSA in 2012. Employment grew by 60,095 to 366,732 in 2022. Growth in the Des Moines MSA has surpassed that of all surrounding Midwest cities.

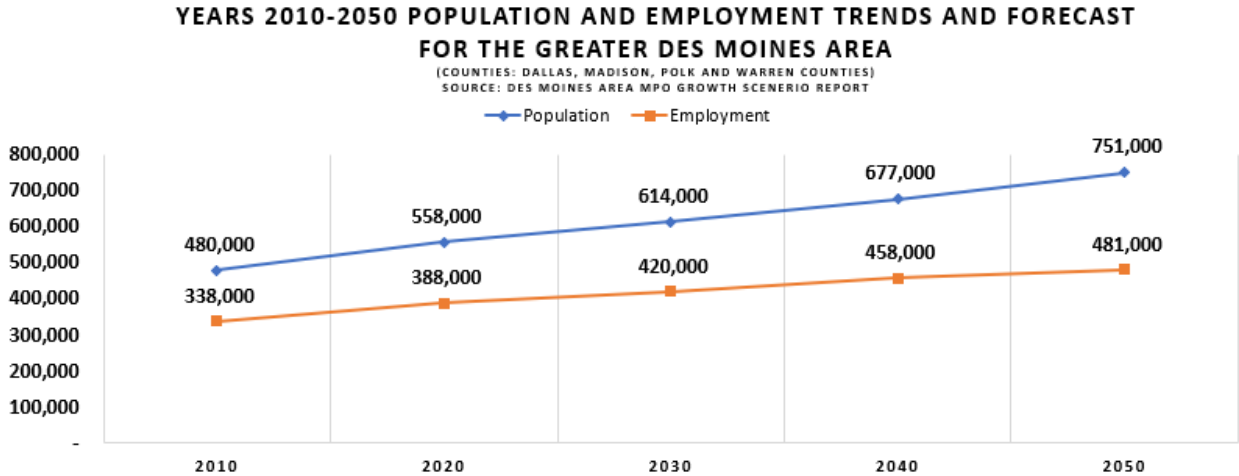
**YEARS 2012-2022 POPULATION AND EMPLOYMENT TRENDS**  
**IN THE DES MOINES METROPOLITAN STATISTICAL AREA (MSA)**  
(MSA COUNTIES: DALLAS, GUTHRIE, JASPER, MADISON, POLK AND WARREN COUNTIES)  
SOURCE: GREATER DES MOINES PARTNERSHIP







The following chart shows the past population and employment growth trends for the Des Moines MSA from 2010 to 2020 forecast to the year 2050 based on the Des Moines Metropolitan Planning Organization (MPO) forecasted employment growth from the year 2010 to the year 2050 for a four-county area. The forecast shows a population growth of 480,000 in 2010 to 751,000 in 2050 within the four-county region, resulting in a 271,000 population increase. The employment forecast shows an increase in non-agricultural wage employment growth of 338,000 from 2010 to 481,000 in 2050, resulting in a 143,000 employment increase.



The Metro North Business Park Expansion is proposed to be a 47-acre (25.8 net acres) light industrial development in Ankeny, Iowa. It is located east of Interstate 35, north of SE Oralabor Road, and north of SE Creekview Drive on the east side of Ankeny. Access to Interstate 35 is provided via SE Oralabor Road, and access to Interstate 80 is provided via the I-35 corridor. The development's location to other services, proximity to the Interstate highways, and location in central Iowa make it attractive to businesses wishing to expand and locate in central Iowa.

The entire Metro North Business Park covers over 400 acres in total (Refer to map in section 2D). Ankeny's Official Zoning Map shows the area zoned as M-1, Light Industrial District. The M-1 Zoning District permits industrial uses, including warehousing and manufacturing. Numerous expansion and development areas (either undeveloped or underdeveloped) are provided within the Metro North Business Park. The street improvements proposed to be constructed with funding assistance from RISE will serve expansion/development areas totaling approximately 47 acres zoned M-1, Light Industrial District that is part of the larger Metro North Business Park.

A factor of 10.90 industrial jobs per acre will be used to estimate industrial employment generated from the expansion/development areas within the Metro North Business Park Expansion. The 10.90 factor is based on a combination of using a floor area ratio of 0.25 for industrial uses and the factor of one industrial job for each 1,000 gross square feet of building

floor area used as an industry standard. (A floor area ratio of 0.25 for industrial uses generally reflects the floor area ratio of comparable industrial uses in the existing developed area of Metro Business Park North).

The planned expansion/development areas with approximately 47 acres of gross lot area (25.8 net lot area) within the Metro North Business Park Expansion will be developed with uses permitted in the M-1, Light Industrial District. They will have access through the proposed roadway improvements and existing street infrastructure. Using the floor area ratio of 0.25 mentioned above, the Metro North Business Park Expansion, when fully developed with light industrial uses, may someday contain up to 280,962 square feet of building space and potentially generate approximately 280 jobs.

Survey data shows that the average salary for surveyed industrial-type occupations\* for the year 2022 for the Des Moines Metropolitan Statistical Area was \$52,080. Assuming wages have increased three percent per year since 2022, a mean salary of \$56,909 will be assumed for the projected year 2025. Based on a mean salary of \$56,909, the forecasted 280 industrial jobs within the expansion/development area may generate an estimated \$15,934,520 yearly wages.

When the 25.8-acre area is fully developed, nearly 280,962 square feet of building space could be constructed. Based on a review of the county tax assessment, the development of the expansion/development area with the construction of buildings and site improvements may add approximately \$28,350,000 of property value or \$1,020,000 to the City of Ankeny's and Ankeny School District's property tax base.

In addition to the new development and business expansion opportunities with the proposed project approval, this project would help support future expansion and development opportunities for over 78 acres to the north. This project would help support business retention and existing businesses to consider investing and expanding in the City of Ankeny.

### **Summary of Economic Impact**

1. The 25.8 net acres of expansion/development area within the Metro North Business Park may accommodate approximately 280 industrial jobs.
2. The 25.8 net acres of expansion/development area within the Metro North Business Park may generate an estimated \$15,934,520 in yearly wages.
3. When fully developed, the 25.8 net acres of expansion/development area within the Metro North Business Park may contain 280,962 square feet of building space.
4. The development of the estimated 25.8 acres of expansion/development area within the Metro North Business Park with the construction of buildings and site improvements may add approximately \$28,350,000 to the City of Ankeny's and the Ankeny Community School District's property tax base.

### **\*Occupations & Salaries**

- Construction and Extraction Occupations median salary = \$58,260
- Installation, Maintenance, and Repair Occupations average salary = \$54,310
- Production Occupations average salary = \$43,670

(salary data & statistics via *Greater Des Moines Partnership*)

## **SECTION 2B**

# **CITY OF ANKENY RESOLUTION**

## RESOLUTION \_\_\_\_\_

### A RESOLUTION ENDORSING A GRANT APPLICATION FOR FUNDING THROUGH THE IOWA DEPARTMENT OF TRANSPORTATION'S "REVITALIZE IOWA'S SOUND ECONOMY" (R.I.S.E.) PROGRAM FOR THE METRO NORTH BUSINESS PARK EXPANSION PROJECT

**WHEREAS**, the State of Iowa has developed a program of funding, administered through the Iowa Department of Transportation entitled "Revitalize Iowa's Sound Economy" (R.I.S.E.)

**WHEREAS**, said program is partially designed to assist cities in the development of appropriate transportation systems to attract and retain business and industry creating job opportunities for the citizens of those communities and improving the overall economic character of the area, and

**WHEREAS**, there is demand from businesses for parcels in Ankeny with adequate transportation access, and

**WHEREAS**, the proposed Metro North Business Park Expansion Project will open new parcels for businesses in light manufacturing, warehouse, flex and other sectors in addition to creating expansion capabilities for existing businesses, and

**WHEREAS**, the future economic growth should create new jobs for central Iowans and stable long term investments for businesses, while creating an estimated 280 high quality employment opportunities for existing and future employees.

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

1. Supports and approves the grant application for R.I.S.E. Program Funding for the Metro North Business Park Expansion Project.
2. Commits to most of the funding of this project as outlined in the grant application.
3. Commits that the roadway improvements associated with the Metro North Business Park Expansion (SE Creekview Drive extension) will be dedicated for public use.
4. Commits to the construction of the project and providing maintenance of the roadway in the future.

**PASSED AND APPROVED** This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk



## **SECTION 2C**

# **TRANSPORTATION JUSTIFICATION NARRATIVE**



# **TRANSPORTATION JUSTIFICATION NARRATIVE METRO NORTH BUSINESS PARK EXPANSION ANKENY, IOWA**

## **CURRENT SITUATION**

The Metro North Business Park Expansion area consists of 47 acres (25.8 net acres), extending a more extensive 118-acre industrial development in Ankeny, Iowa. It is located approximately midway between SE Oralabor Road to the south and NE 86<sup>th</sup> Ave (SE Magazine Road) to the north, east of Interstate 35. Access to Interstate 35 is provided via the SE Oralabor Road corridor. Its location to other services, proximity to the Interstate highways, and location in central Iowa make it attractive to businesses wishing to expand and locate in central Iowa.

This RISE project is essential to implementing the planned improvements to the Metro North Business Park expansion. This expansion area is the next phase of an overall 131.7 acre planned business park. The last phase of 21.6 acres was developed in 2005. The construction of the street will provide access to 25.8 net acres for light industrial business development and expansion, creating an estimated 280 high-quality employment opportunities new for central Iowans and stable long-term investments for businesses.

## **PROPOSED DEVELOPMENT**

Our proposal includes extending approximately 1,195 linear feet of SE Creekview Drive or approximately 0.22 miles in length. It begins at the current termination of SE Creekview Drive and runs north through reverse horizontal curves, terminating with a temporary turn-around bulb that is needed for emergency & public vehicles to turn around. Future expansion to the north is anticipated (See Exhibits). The construction of the road extension will open up the 25.8 acres of light industrial land for development.

SE Creekview Drive is proposed to be designed with minor collector street classification standards for an industrial street. The street design shall be by Ankeny standards and the Statewide Urban Design Standards for Public Improvements (SUDAS).

## **VEHICULAR TRAFFIC GENERATION**

|                                                   |                   |
|---------------------------------------------------|-------------------|
| Total potential build-out building square footage | =280,962 s.f.     |
| Round up for trip generation calculations         | =300,000 s.f.     |
| Industrial Park (LUC 130)*                        | <b>=1,662 vpd</b> |
| Assume 80% cars                                   | =1,330 vpd        |
| Assume 20% trucks:                                | =332 vpd          |

\*Institute of Transportation Engineers, Trip Generation Manual, 11<sup>th</sup> Edition

**PROPOSED ROADWAY TYPICAL SECTION DESIGN CONCEPT**

The proposed design concept for the SE Creekview Drive extension provides for constructing a 9-inch, non-reinforced Portland Cement Concrete pavement with a 6-inch integral curb and gutters 31 feet wide within a 70-foot right-of-way. Proposed under the pavements is 6 inches of subbase, along with subgrade preparation. A 6-foot wide sidewalk is proposed on the west side. This sidewalk will tie into an existing pedestrian path, ultimately allowing pedestrians to access the SE Oralabor Road corridor to the south. Refer to Section 2E of this application.

# Industrial Park (130)

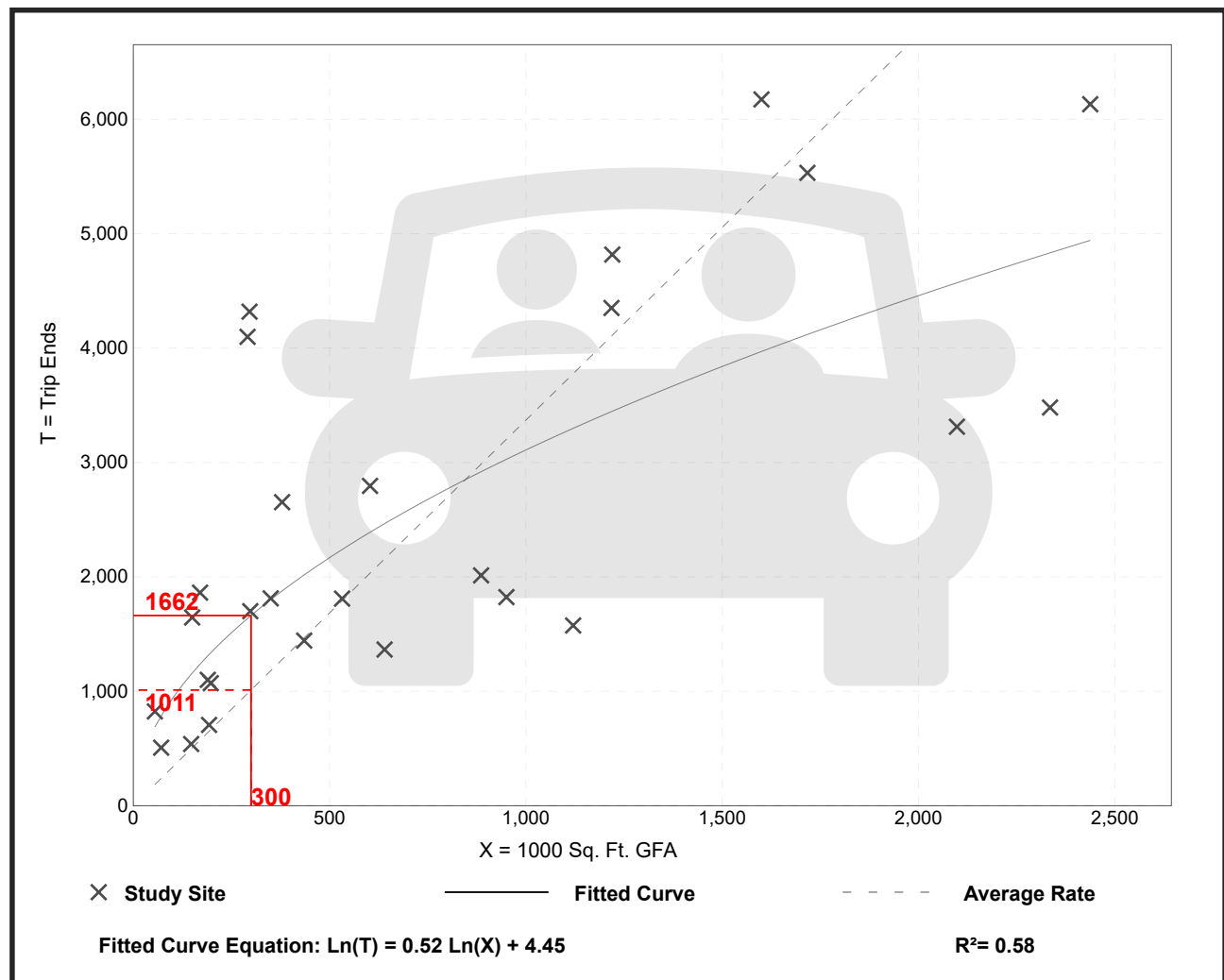
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Weekday

Setting/Location: General Urban/Suburban  
Number of Studies: 27  
Avg. 1000 Sq. Ft. GFA: 762  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 3.37         | 1.41 - 14.98   | 2.60               |

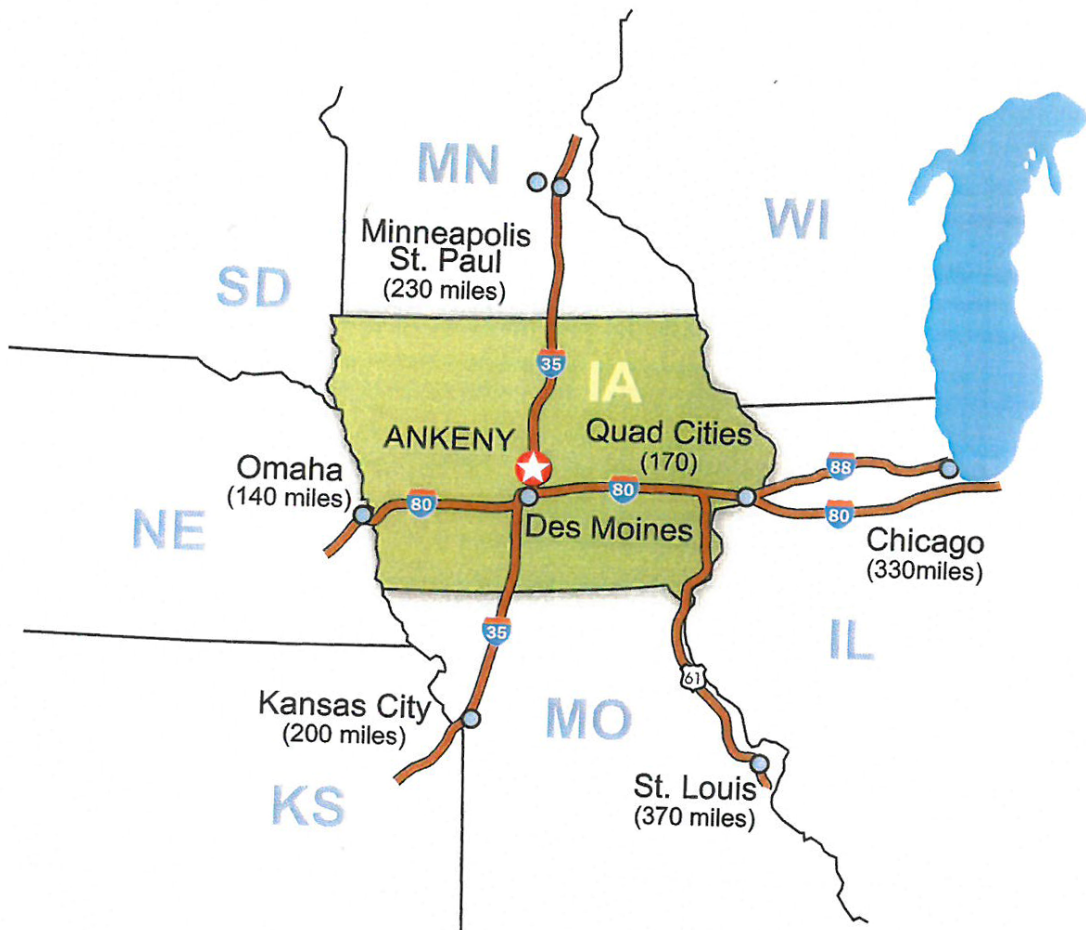
## Data Plot and Equation



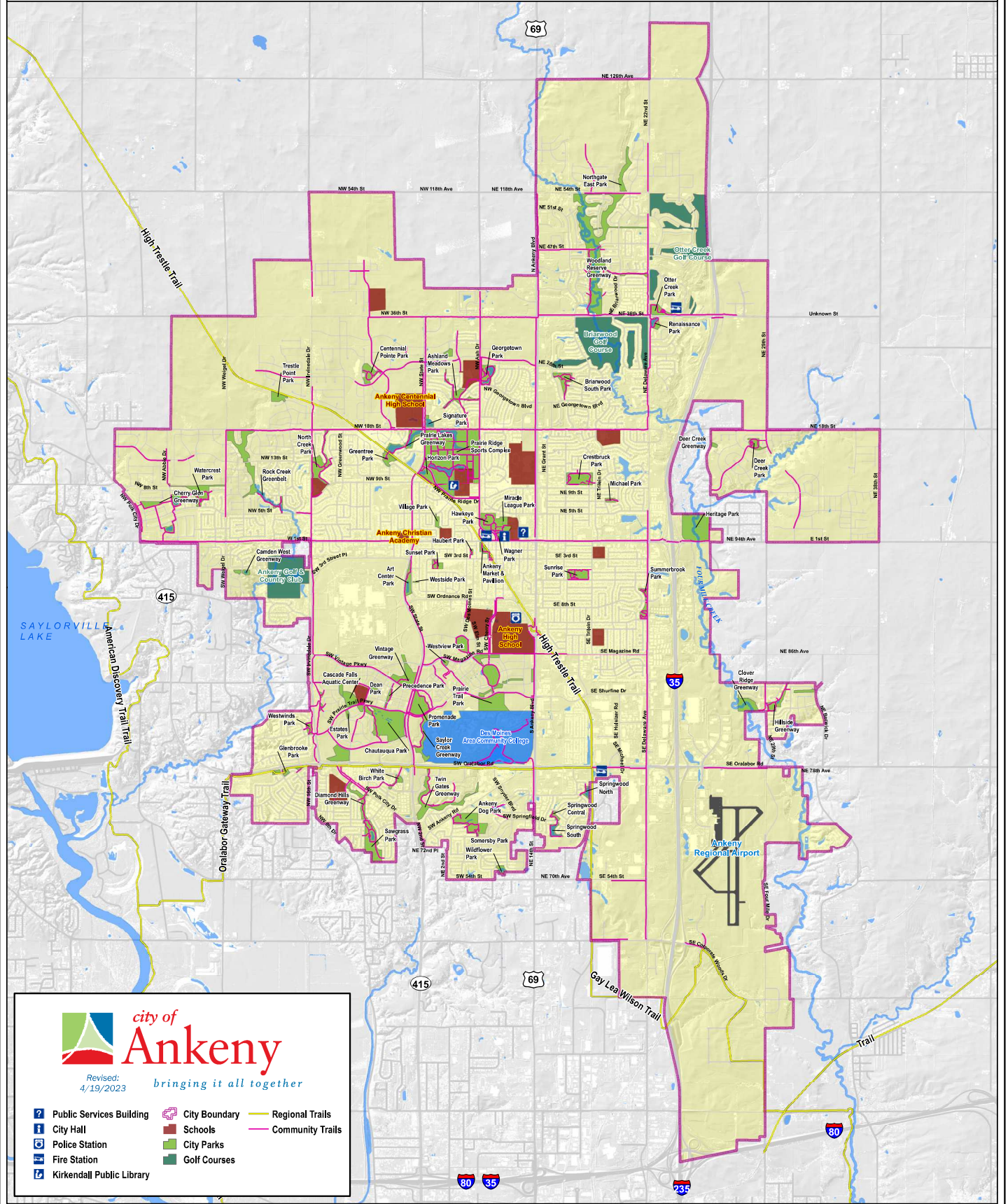


## **SECTION 2D**

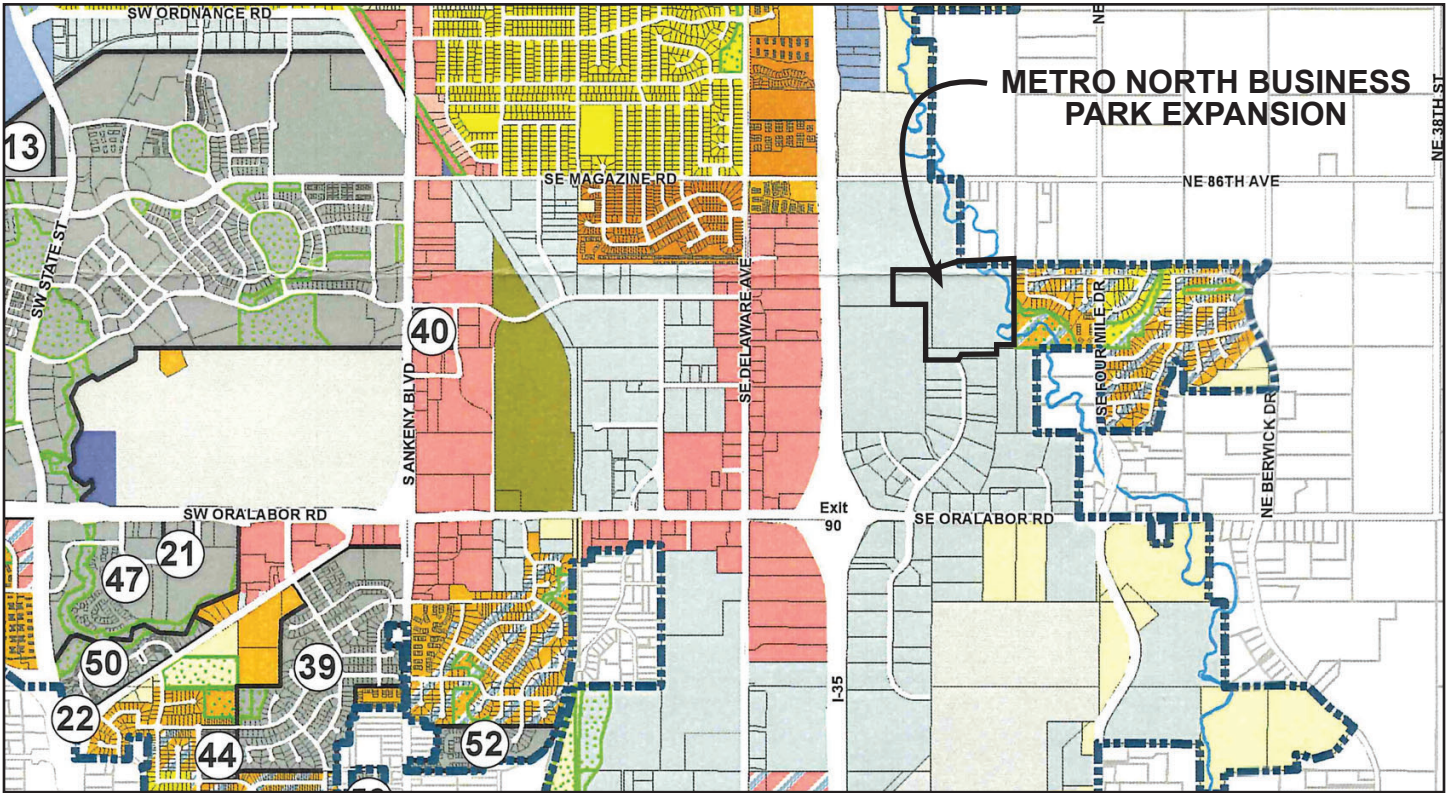
### **AREA MAPS**

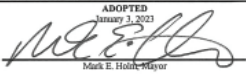


# CITY OF ANKENY







|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <div style="display: flex; justify-content: space-between; align-items: center;">  <div> <h2 style="margin: 0;">OFFICIAL ZONING MAP</h2> <h3 style="margin: 0;">City of Ankeny, Iowa</h3> </div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="text-align: center;"> <p><small>ADOPTED<br/>January 3, 2023</small></p>  <p><small>Mark E. Holtz-Royer<br/>ATTEST:</small></p>  <p><small>Michelle Yunka, City Clerk</small></p> </div> <div style="text-align: center;"> <p><b>N</b></p>  <p>1 inch = 4,000 feet</p> </div> <div style="text-align: center;"> <p><small>Community Development Department<br/>1210 NW Prairie Ridge Drive<br/>Ankeny, Iowa 50023-1751<br/>Phone: (515) 963-3559<br/>www.ankenyiowa.gov</small></p> </div> </div> |  | <h4 style="margin: 0;">LEGEND</h4> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <ul style="list-style-type: none"> <li> Corporate Limits</li> <li> Parcels</li> <li> Zoning Conditions</li> <li> Parks, Public Greenways and Open Space</li> <li> Hydrology</li> </ul> <h4 style="margin: 10px 0;">Zoning Districts</h4> <ul style="list-style-type: none"> <li> R-1 (One-Family Residence District)</li> <li> R-2 (One-Family and Two-Family Residence District)</li> <li> R-3 (Multiple-Family Residence District)</li> <li> R-3A (Planned Multiple-Family Residence District)</li> <li> R-5 (Mobile Home Residence District)</li> </ul> </div> <div style="width: 45%;"> <ul style="list-style-type: none"> <li> PUD (Planned Unit Development)</li> <li> C-1 (Neighborhood Retail Commercial District)</li> <li> C-2 (General Retail, Highway-Oriented, and Central Business Commercial District)</li> <li> C-2A (Central Business Commercial District)</li> <li> C-3 (Limited Highway-Oriented Commercial District)</li> <li> M-1 (Light Industrial District)</li> <li> M-2 (Heavy Industrial District)</li> <li> M-3 (Limited Industrial District)</li> <li> U-1 (Conservation and Public Utility District)</li> </ul> </div> </div> |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

## SITE INFORMATION

Available: 190 Acres  
 Price: Negotiable  
 Topography: Relatively flat  
 Zoned: Light Industrial, Commercial  
 Lot Sizes: 1.4 - 134 acres

## UTILITIES

### Electric:

Supplier: MidAmerican Energy  
 Primary Voltage: 13.2 kV; three-phase, looped

### Gas:

Supplier: MidAmerican Energy  
 Bulk Supplier: Northern Natural Gas  
 Natural Gas Service: 4"/125 psi

### Telecommunications:

Suppliers: Century Link, Mediacom, Windstream  
 Fiber Optic Line within Park

### Water:

Supplier: Des Moines Water Works  
 Storage Capacity: 4,500,000 gal./day  
 Peak Capacity: 10,300,000 gal./day  
 Average Demand: 3,900,000 gal./day

### Sanitary Sewer:

Service Provider: City of Ankeny  
 Capacity: 12,100,000 gal./day  
 Average Demand: 7,000,000 gal./day

## TRANSPORTATION

### Interstates:

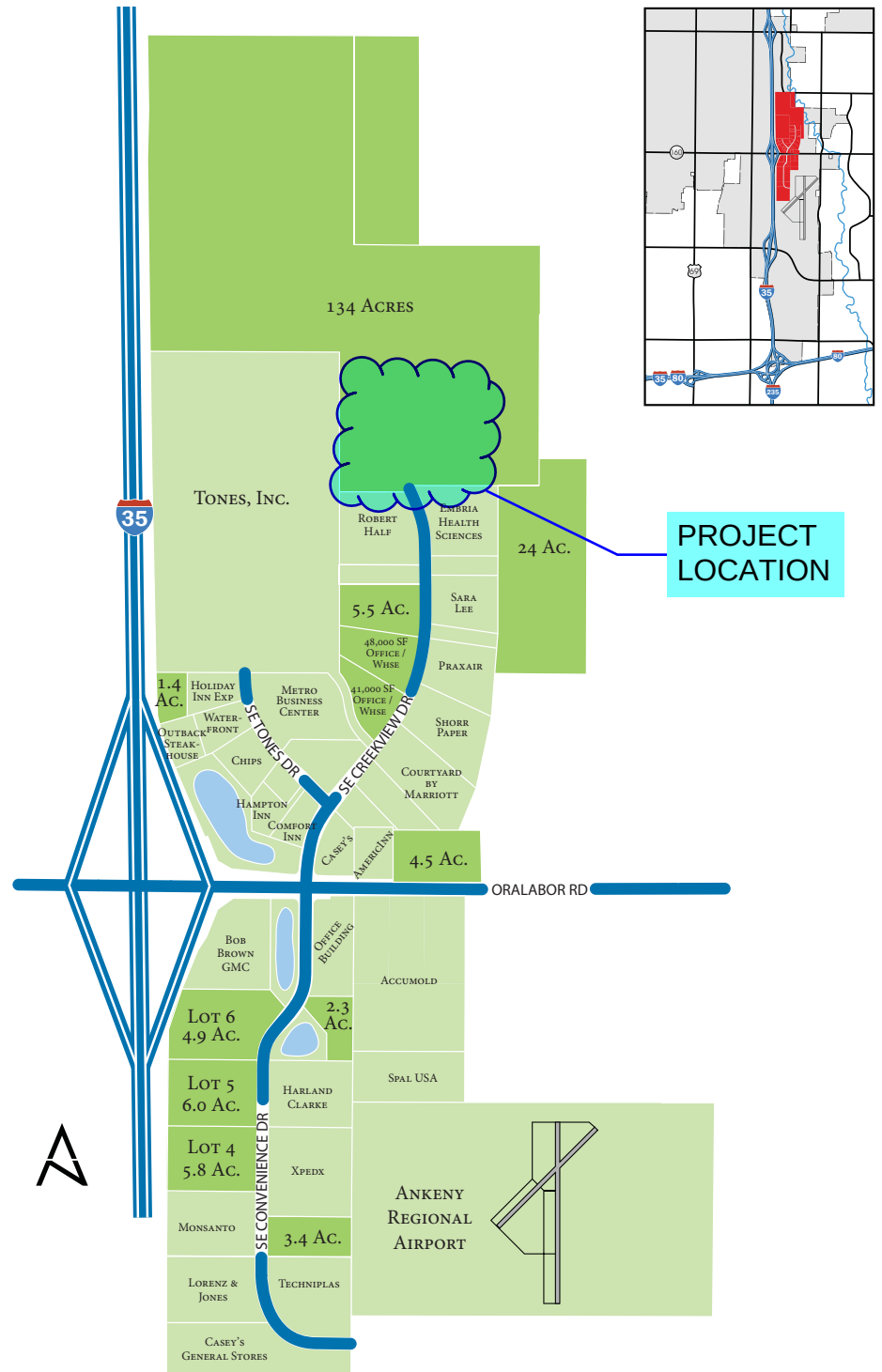
I-35 (.2 miles); I-80 (4 miles)

### Airports:

Ankeny Regional Airport (adjacent)  
 Des Moines Intl. Airport (20 miles)

# METRO NORTH BUSINESS PARK

The Metro North Business Park is home to prominent businesses including Monsanto, ACH Foods/Tone's Spices, and the headquarters of Casey's General Stores. These businesses capitalize on Metro North's freeway frontage and access to restaurants, hotels and a rapidly-developing retail area. Metro North businesses also tap into the abundant talent of the local workforce in the areas of biotechnology, advanced manufacturing, technology and logistics.

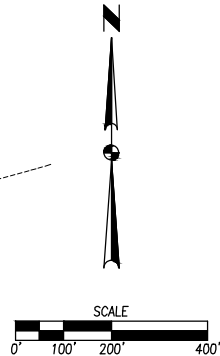
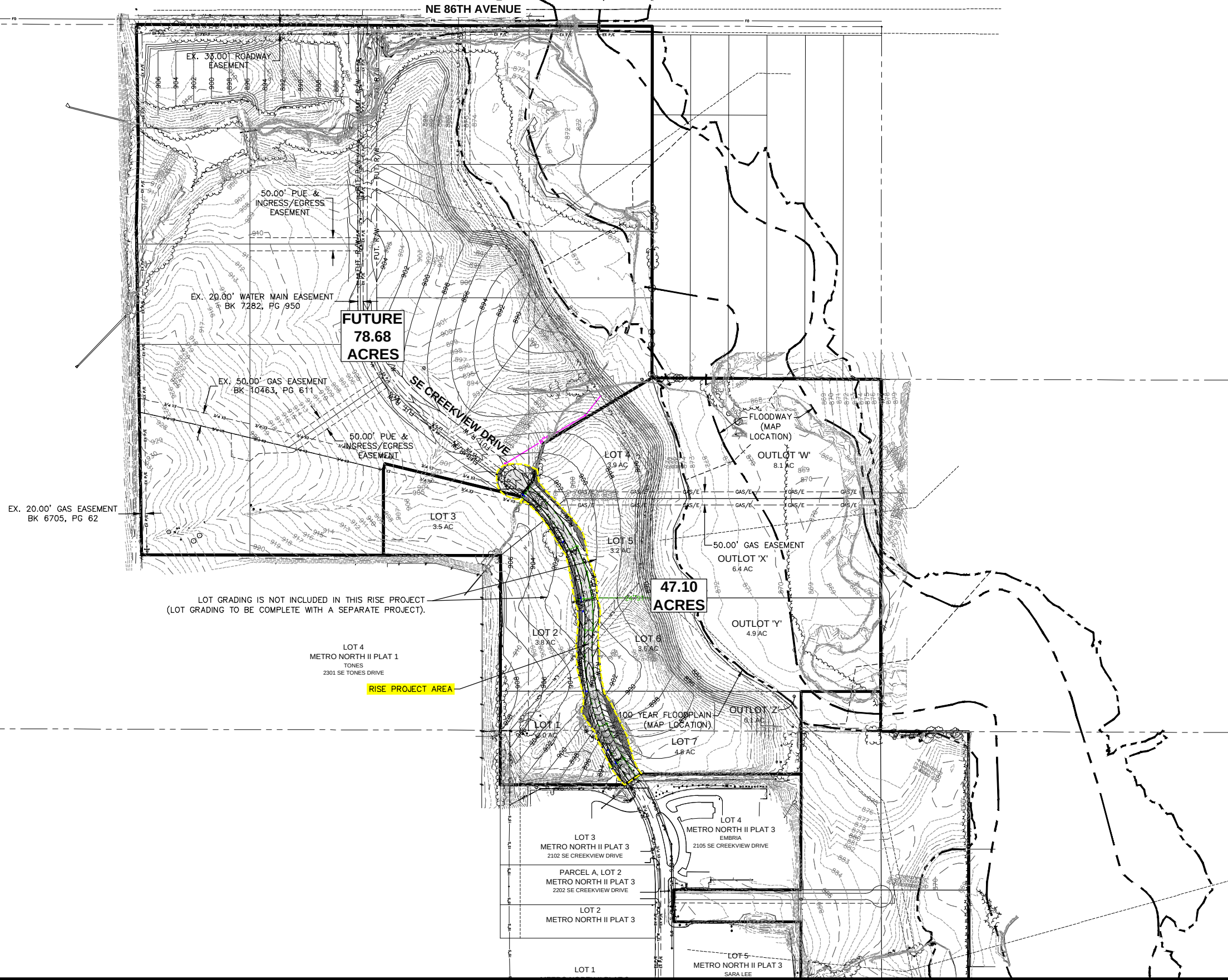




## **SECTION 2E**

### **SKETCH PLAN**

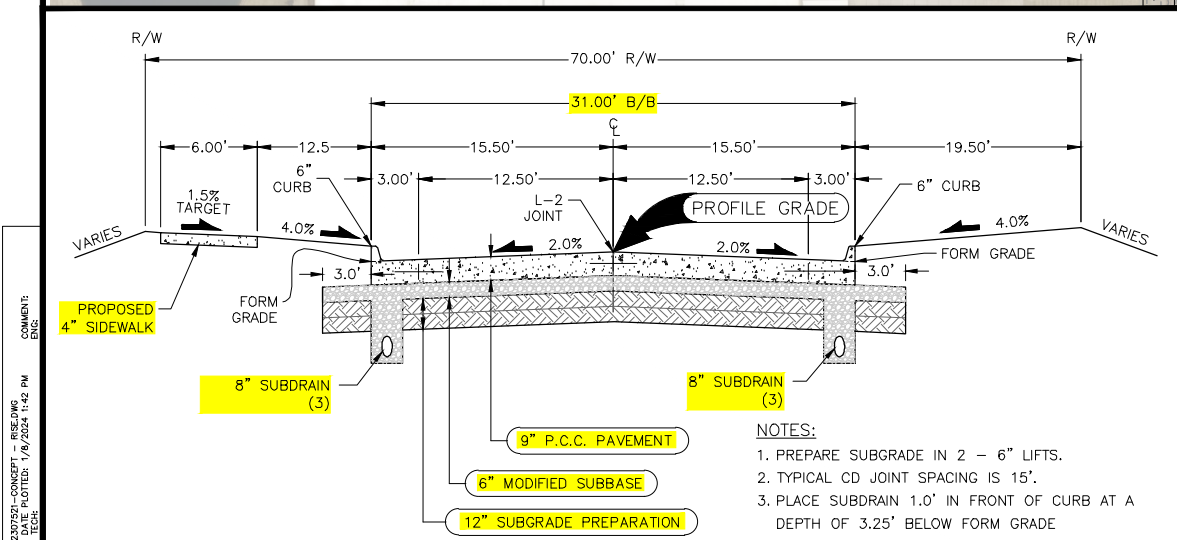
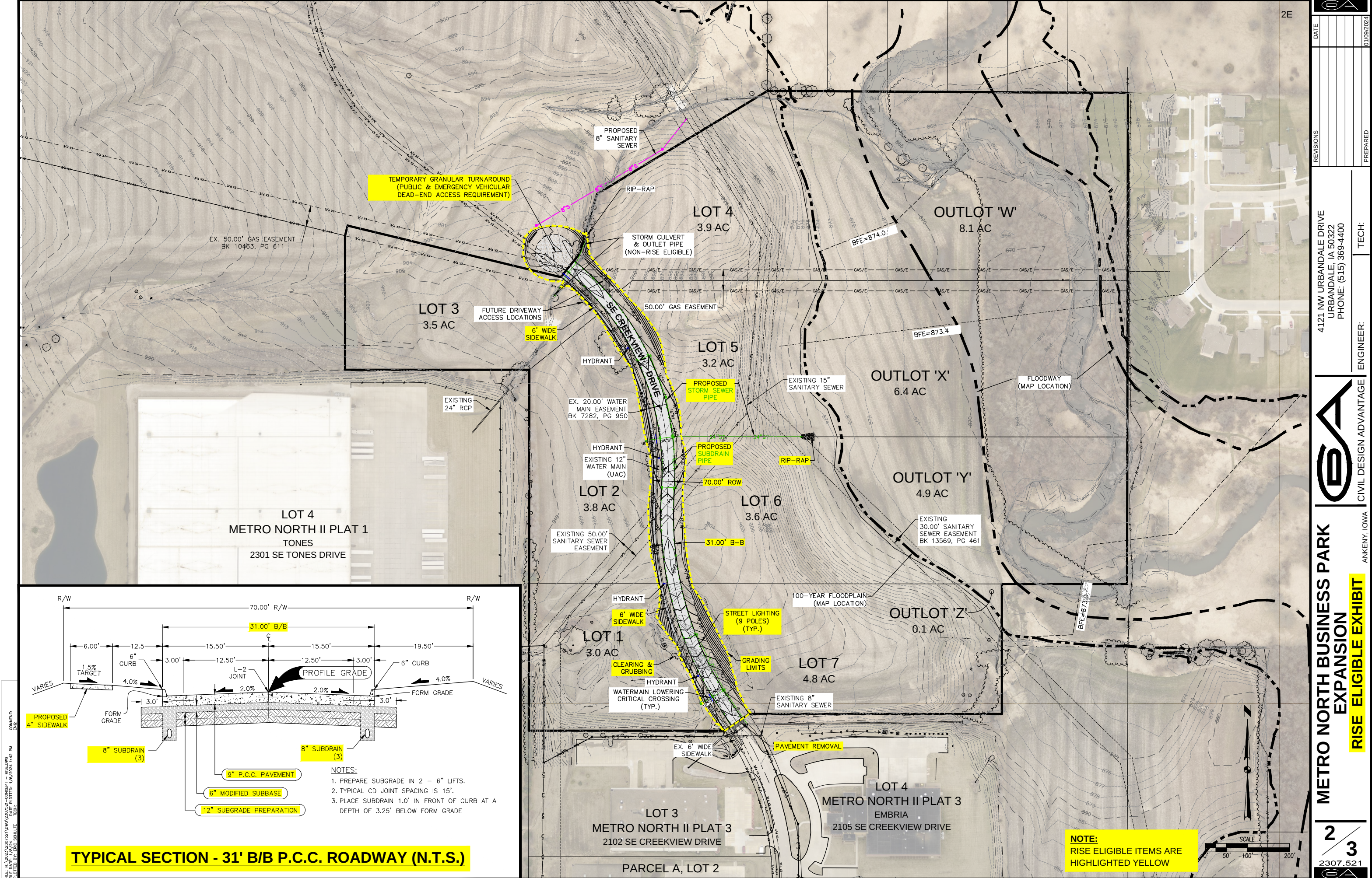
FILE: H:\2023\2307521\2307521-CONCEPT - RISE.DWG  
DATE PLOTTED: 1/3/2024 10:55 AM  
PLOTTER: HP DesignJet T1200  
DRAWN BY: SARA LEE  
CHECKED BY: TONY SCHULTE  
COMMENTS:



2E

|                                                                         |            |
|-------------------------------------------------------------------------|------------|
|                                                                         |            |
| DATE                                                                    | 01/05/2024 |
| REVISIONS                                                               |            |
| 4121 NW URBANDALE DRIVE<br>URBANDALE, IA 50322<br>PHONE: (515) 369-4400 |            |
| ENGINEER:                                                               | TECH:      |
| CIVIL DESIGN ADVANTAGE                                                  |            |
| ANKENY, IOWA                                                            |            |
| <b>METRO NORTH BUSINESS PARK<br/>EXPANSION<br/>OVERALL CONCEPT</b>      |            |
| <b>1</b>                                                                | <b>3</b>   |
| 2307.521                                                                |            |
|                                                                         |            |





TYPICAL SECTION - 31' B/B P.C.C. ROADWAY (N.T.S.)

COMMENTS:  
DRAWN BY: J. SCHULTE  
DATE: 1/8/2024 1:45 PM  
FILE: H:\2023\2307521\WORK\2307521-CONCEPT - RISE.DWG  
PLOT: 2307521-CONCEPT - RISE.PLOT

|           |                                                                         |       |
|-----------|-------------------------------------------------------------------------|-------|
| DATE      | 01/09/2024                                                              |       |
|           | PREPARED                                                                | TECH: |
| REVISIONS | 4121 NW URBANDALE DRIVE<br>URBANDALE, IA 50322<br>PHONE: (515) 369-4400 |       |
| ENGINEER: | CIVIL DESIGN ADVANTAGE                                                  |       |

ANKENY, IOWA

**METRO NORTH BUSINESS PARK EXPANSION**

**RISE ELIGIBLE EXHIBIT**

2 / 3

2307.521







## **SECTION 2F**

# **CONSTRUCTION SCHEDULE**



**CITY OF ANKENY, IOWA  
COMPETITIVE FUNDING  
RISE GRANT APPLICATION  
CONSTRUCTION SCHEDULE**

| <u>Phase</u>            | <u>Estimated Completion Date</u> |
|-------------------------|----------------------------------|
| Design Phase            | Fall/Winter 2024-2025            |
| Bid Advertisement       | Winter 2025                      |
| Contract Letting        | Late Winter/Early Spring 2025    |
| Notice to Proceed       | Spring 2025                      |
| Construction Completion | Fall 2025/Spring 2026            |



## **SECTION 2G**

### **LETTER OF COMMITMENT**



P.O. Box 1292, 110 N Ankeny Blvd., Suite 200  
Ankeny, Iowa 50021

January 1, 2024

Ms. Jennifer Kolacia  
RISE Program Manager  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

**RE: Letter of Support – Revitalize Iowa’s Sound Economy (RISE) – Metro North Business Park Expansion, City of Ankeny**

Dear Ms. Kolacia,

I offer this letter of support for the City of Ankeny’s RISE grant application for the extension of SE Creekview Drive in the Metro North Business Park along Interstate 35. This approximately 1,200 foot extension of SE Creekview Drive will open approximately 25 acres for development by creating shovel ready lots for new businesses and expansion of existing RISE eligible businesses.

The Metro North Business Park is a full-service business park and is the only business park in Ankeny with full-service restaurants, hotels, daycare center and more. This is an attractive location for new businesses wishing to invest in Ankeny and attract the workforce they need to be successful in Central Iowa. The extension of this roadway will significantly reduce the development timeline and uncertainty for future private development that occurs along the new roadway, which will make Iowa more competitive when competing for outside investment.

The City of Ankeny has seen tremendous industrial growth the last several years. The extension of SE Creekview Drive will occur at a time when more inventory of available land is needed for the City to continue to compete for new investment and new jobs that will help grow Iowa’s economy, which not only helps the City, but also organizations like Ankeny Business and Industry Collaborative.

Thank you for considering the City of Ankeny’s application for this important project. I can be reached at 515-964-0747 or at [kim.schaaf@ankenybic.org](mailto:kim.schaaf@ankenybic.org) should you have any questions.

Sincerely,

Kim Schaaf  
Executive Director





**ANKENY**  
area chamber of commerce

1631 SW Main St #204-205,  
Ankeny, IA 50023

(515) 964-0685 | [www.ankeny.org](http://www.ankeny.org)

INVESTOR MEMBERS



THE DISTRICT



CENTRAL BANK



PREMIER MEMBERS



Availa Bank

Real Estate Professionals Group | RE/MAX Concepts

DANIELLE



Elev8Talent Group  
Executive Recruiting



community state bank



Community  
Choice



January 8, 2024

Ms. Jennifer Kolacia  
RISE Program Manager  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

**RE: Letter of Support – Revitalize Iowa's Sound Economy (RISE) –  
Metro North Business Park Expansion, City of Ankeny**

Dear Ms. Kolacia,

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The City of Ankeny has seen tremendous industrial growth in the last several years. The extension of SE Creekview Drive will occur at a time when more inventory of available land is needed for the



# ANKENY

area chamber of commerce

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## INVESTOR MEMBERS



THE DISTRICT



CENTRAL BANK



## PREMIER MEMBERS



JOHN DEERE

Availa  Bank

Real Estate Professionals Group | RE/MAX Concepts

DANIELLE



Elev8Talent Group  
Executive Recruiting

*Seifert*



community state bank



Bankers  
Trust.



Community  
Choice



city to continue to compete for new investment and new jobs that will help grow Iowa's economy. Industrial growth is vital to small businesses within our community, which coincides with our mission at the chamber.

Thank you for considering the City of Ankeny's application for this important project. I can be reached at [mcox@ankeny.org](mailto:mcox@ankeny.org) or (515) 689-8902 should you have any questions.

Sincerely,

*Melisa Cox*

Melisa Cox  
President/CEO  
Ankeny Area Chamber of Commerce

## **SECTION 2H**

### **TOTAL ROADWAY PROJECT COSTS (RISE-ELIGIBLE)**

**Engineer's Opinion of Probable Construction Costs**  
**Metro North Business Park Expansion**  
**Ankeny, Iowa**  
**January 9, 2024**

| Item No.                                                  | Item                                                              | Unit | Division 1 Quantity | Division 2 Quantity | Total Quantity | Unit Price   | Division 1 Price | Division 2 Price | Total Price   |
|-----------------------------------------------------------|-------------------------------------------------------------------|------|---------------------|---------------------|----------------|--------------|------------------|------------------|---------------|
| <b>Division 2 Earthwork</b>                               |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 2.01                                                      | Clearing and Grubbing                                             | LS   | 1                   | -                   | 1              | \$ 5,000.00  | \$ 5,000.00      | \$ -             | \$ 5,000.00   |
| 2.02                                                      | Topsoil, Onsite                                                   | CY   | 3,500               | -                   | 3,500          | \$ 7.00      | \$ 24,500.00     | \$ -             | \$ 24,500.00  |
| 2.03                                                      | Excavation, Class 10 (On-site)                                    | CY   | 11,000              | -                   | 11,000         | \$ 6.50      | \$ 71,500.00     | \$ -             | \$ 71,500.00  |
| 2.04                                                      | Below Grade Excavation (Core Out)                                 | CY   | 250                 | -                   | 250            | \$ 20.00     | \$ 5,000.00      | \$ -             | \$ 5,000.00   |
| 2.05                                                      | Subgrade Preparation, 12 In. Depth                                | SY   | 5,800               | -                   | 5,800          | \$ 5.00      | \$ 29,000.00     | \$ -             | \$ 29,000.00  |
| 2.06                                                      | Subbase, Modified                                                 | SY   | 5,000               | -                   | 5,000          | \$ 13.00     | \$ 65,000.00     | \$ -             | \$ 65,000.00  |
| 2.07                                                      | Compaction Testing                                                | LS   | 0.5                 | 0.5                 | 1              | \$ 6,000.00  | \$ 3,000.00      | \$ 3,000.00      | \$ 6,000.00   |
| <b>Division 3 Trench and Trenchless Construction</b>      |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 3.01                                                      | Trench Compaction Testing                                         | LS   | 1                   | -                   | 1              | \$ 5,000.00  | \$ 5,000.00      | \$ -             | \$ 5,000.00   |
| <b>Division 4 Sewers and Drains</b>                       |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 4.01                                                      | Sanitary Sewer Gravity Main, Trenched, PVC, 8 In. Dia.            | LF   | -                   | 600                 | 600            | \$ 100.00    | \$ -             | \$ 60,000.00     | \$ 60,000.00  |
| 4.02                                                      | Storm Sewer, Trenched, RCP, 15 In. Dia.                           | LF   | 400                 | -                   | 400            | \$ 115.00    | \$ 46,000.00     | \$ -             | \$ 46,000.00  |
| 4.03                                                      | Storm Sewer, Trenched, RCP, 18 In. Dia.                           | LF   | 400                 | -                   | 400            | \$ 120.00    | \$ 48,000.00     | \$ -             | \$ 48,000.00  |
| 4.04                                                      | Storm Sewer, Trenched, RCP, 24 In. Dia.                           | LF   | 325                 | -                   | 325            | \$ 135.00    | \$ 43,875.00     | \$ -             | \$ 43,875.00  |
| 4.05                                                      | Storm Sewer, Trenched, RCP, 30 In. Dia.                           | LF   | -                   | 150                 | 150            | \$ 165.00    | \$ -             | \$ 24,750.00     | \$ 24,750.00  |
| 4.06                                                      | Pipe Apron, RCP, 24 In. Dia.                                      | EA   | 1                   | -                   | 1              | \$ 2,250.00  | \$ 2,250.00      | \$ -             | \$ 2,250.00   |
| 4.07                                                      | Pipe Apron, RCP, 30 In. Dia.                                      | EA   | -                   | 2                   | 2              | \$ 2,500.00  | \$ -             | \$ 5,000.00      | \$ 5,000.00   |
| 4.08                                                      | Footing for Concrete Apron, RCP, 18 In. Dia.                      | EA   | 1                   | -                   | 1              | \$ 300.00    | \$ 300.00        | \$ -             | \$ 300.00     |
| 4.09                                                      | Footing for Concrete Apron, RCP, 30 In. Dia.                      | EA   | -                   | 2                   | 2              | \$ 325.00    | \$ -             | \$ 650.00        | \$ 650.00     |
| 4.10                                                      | Pipe Apron Guard                                                  | EA   | 1                   | 2                   | 3              | \$ 500.00    | \$ 500.00        | \$ 1,000.00      | \$ 1,500.00   |
| 4.11                                                      | Subdrain, Corrugated PVC, 8 In. Dia.                              | LF   | 2,500               | -                   | 2,500          | \$ 30.00     | \$ 75,000.00     | \$ -             | \$ 75,000.00  |
| 4.12                                                      | Subdrain Cleanout, Type A-1, 8 In. Dia.                           | EA   | 4                   | -                   | 4              | \$ 1,000.00  | \$ 4,000.00      | \$ -             | \$ 4,000.00   |
| 4.13                                                      | Subdrain Outlets and Connections, RCP/Intake/Manhole, 8 In. Dia.  | EA   | 24                  | -                   | 24             | \$ 1,000.00  | \$ 24,000.00     | \$ -             | \$ 24,000.00  |
| 4.14                                                      | Sanitary Sewer and Storm Sewer Televising and As-builts           | LS   | -                   | 1                   | 1              | \$ 5,000.00  | \$ -             | \$ 5,000.00      | \$ 5,000.00   |
| <b>Division 5 Water Main and Appurtenances</b>            |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 5.01                                                      | Water Main, Trenched, PVC, 8 In. Dia. Service                     | LF   | -                   | 400                 | 400            | \$ 65.00     | \$ -             | \$ 26,000.00     | \$ 26,000.00  |
| 5.02                                                      | Water Main, Trenched, PVC, 12 In. Dia.                            | LF   | -                   | 60                  | 60             | \$ 100.00    | \$ -             | \$ 6,000.00      | \$ 6,000.00   |
| 5.03                                                      | Water Service Curb Stop and Box (includes Tap)                    | EA   | -                   | 7                   | 7              | \$ 4,000.00  | \$ -             | \$ 28,000.00     | \$ 28,000.00  |
| 5.04                                                      | Valve, Gate, 12" (Insta-Valve)                                    | EA   | -                   | 4                   | 4              | \$ 12,500.00 | \$ -             | \$ 50,000.00     | \$ 50,000.00  |
| 5.05                                                      | Fire Hydrant Assembly (includes Tap)                              | EA   | -                   | 5                   | 5              | \$ 7,500.00  | \$ -             | \$ 37,500.00     | \$ 37,500.00  |
| <b>Division 6 Structures for Sanitary and Storm Sewer</b> |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 6.01                                                      | Manhole, Type SW-301, 48 In. Dia. (Sanitary Sewer)                | EA   | -                   | 4                   | 4              | \$ 5,500.00  | \$ -             | \$ 22,000.00     | \$ 22,000.00  |
| 6.02                                                      | Manhole, Type SW-401, 60 In. Dia. (Storm Sewer)                   | EA   | 1                   | -                   | 1              | \$ 5,500.00  | \$ 5,500.00      | \$ -             | \$ 5,500.00   |
| 6.03                                                      | Intake, Type SW-501, Single Grate Intake                          | EA   | 4                   | -                   | 4              | \$ 3,500.00  | \$ 14,000.00     | \$ -             | \$ 14,000.00  |
| 6.04                                                      | Intake, Type SW-505, Double Grate Intake                          | EA   | 7                   | -                   | 7              | \$ 5,500.00  | \$ 38,500.00     | \$ -             | \$ 38,500.00  |
| 6.05                                                      | Intake, Type SW-506, Double Grate Intake with Manhole             | EA   | 5                   | -                   | 5              | \$ 7,500.00  | \$ 37,500.00     | \$ -             | \$ 37,500.00  |
| 6.06                                                      | Intake, Type SW-513, Open-sided Area Intake                       | EA   | 2                   | -                   | 2              | \$ 8,000.00  | \$ 16,000.00     | \$ -             | \$ 16,000.00  |
| 6.07                                                      | Intake Adjustment, Minor                                          | EA   | 2                   | -                   | 2              | \$ 1,500.00  | \$ 3,000.00      | \$ -             | \$ 3,000.00   |
| <b>Division 7 Streets and Related Work</b>                |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 7.01                                                      | Pavement, PCC, 9 In.                                              | SY   | 4,500               | -                   | 4,500          | \$ 75.00     | \$ 337,500.00    | \$ -             | \$ 337,500.00 |
| 7.02                                                      | PCC Pavement Samples and Testing                                  | LS   | 1                   | -                   | 1              | \$ 8,000.00  | \$ 8,000.00      | \$ -             | \$ 8,000.00   |
| 7.03                                                      | Sidewalk, PCC, 4 In.                                              | SY   | 800                 | -                   | 800            | \$ 65.00     | \$ 52,000.00     | \$ -             | \$ 52,000.00  |
| 7.04                                                      | Granular Turnaround, Class A Crushed Stone                        | TON  | 305                 | -                   | 305            | \$ 55.00     | \$ 16,775.00     | \$ -             | \$ 16,775.00  |
| 7.05                                                      | Pavement Removal                                                  | SY   | 50                  | -                   | 50             | \$ 15.00     | \$ 750.00        | \$ -             | \$ 750.00     |
| <b>Division 8 Traffic Control and Signalization</b>       |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 8.01                                                      | Temporary Traffic Control                                         | LS   | 1                   | -                   | 1              | \$ 10,000.00 | \$ 10,000.00     | \$ -             | \$ 10,000.00  |
| 8.02                                                      | Traffic Signage                                                   | LS   | 1                   | -                   | 1              | \$ 8,000.00  | \$ 8,000.00      | \$ -             | \$ 8,000.00   |
| <b>Division 9 Site Work and Landscaping</b>               |                                                                   |      |                     |                     |                |              |                  |                  |               |
| 9.01                                                      | Conventional Seeding, Seeding, Fertilizing, Type 1                | AC   | 2.00                | -                   | 2.00           | \$ 2,500.00  | \$ 5,000.00      | \$ -             | \$ 5,000.00   |
| 9.02                                                      | Conventional Seeding, Seeding, Fertilizing, Type 4 (Temp Seeding) | AC   | 3.00                | -                   | 3.00           | \$ 1,500.00  | \$ 4,500.00      | \$ -             | \$ 4,500.00   |
| 9.03                                                      | Hydraulic Mulching (BFM)                                          | AC   | 2.00                | -                   | 2.00           | \$ 4,000.00  | \$ 8,000.00      | \$ -             | \$ 8,000.00   |
| 9.04                                                      | Filter Socks, 12 In.                                              | LF   | 2,750               | -                   | 2,750          | \$ 3.00      | \$ 8,250.00      | \$ -             | \$ 8,250.00   |
| 9.05                                                      | Filter Socks, Removal                                             | LF   | 2,750               | -                   | 2,750          | \$ 0.60      | \$ 1,650.00      | \$ -             | \$ 1,650.00   |
| 9.06                                                      | Check Dam, Rock (Temporary)                                       | EA   | 4                   | -                   | 4              | \$ 2,000.00  | \$ 8,000.00      | \$ -             | \$ 8,000.00   |
| 9.07                                                      | Rip Rap, Class E                                                  | TON  | 20                  | 80                  | 100            | \$ 125.00    | \$ 2,500.00      | \$ 10,000.00     | \$ 12,500.00  |
| 9.08                                                      | Silt Fence                                                        | LF   | 2,500               | -                   | 2,500          | \$ 2.50      | \$ 6,250.00      | \$ -             | \$ 6,250.00   |
| 9.09                                                      | Silt Fence, Removal of Device                                     | LF   | 2,500               | -                   | 2,500          | \$ 0.75      | \$ 1,875.00      | \$ -             | \$ 1,875.00   |
| 9.10                                                      | Stabilized Construction Entrance                                  | SY   | 335                 | -                   | 335            | \$ 50.00     | \$ 16,750.00     | \$ -             | \$ 16,750.00  |
| 9.11                                                      | Erosion Control Mulch, Straw                                      | AC   | 3.00                | -                   | 3.00           | \$ 600.00    | \$ 1,800.00      | \$ -             | \$ 1,800.00   |
| 9.12                                                      | Inlet Protection Device, Rock                                     | EA   | 12                  | -                   | 12             | \$ 400.00    | \$ 4,800.00      | \$ -             | \$ 4,800.00   |
| 9.13                                                      | Inlet Protection Device, Drop-In                                  | EA   | 12                  | -                   | 12             | \$ 150.00    | \$ 1,800.00      | \$ -             | \$ 1,800.00   |
| 9.14                                                      | Inlet Protection Device, Maintenance and Removal                  | EA   | 12                  | -                   | 12             | \$ 50.00     | \$ 600.00        | \$ -             | \$ 600.00     |



**Engineer's Opinion of Probable Construction Costs**  
**Metro North Business Park Expansion**  
**Ankeny, Iowa**  
**January 9, 2024**

| Item No.    | Item             | Unit | Division 1 Quantity | Division 2 Quantity | Total Quantity | Unit Price   | Division 1 Price | Division 2 Price | Total Price  |
|-------------|------------------|------|---------------------|---------------------|----------------|--------------|------------------|------------------|--------------|
| Division 11 | Miscellaneous    |      |                     |                     |                |              |                  |                  |              |
| 11.01       | Mobilization     | LS   | 1                   | -                   | 1              | \$ 75,000.00 | \$ 75,000.00     | \$ -             | \$ 75,000.00 |
| 11.02       | Concrete Washout | EA   | 2                   | -                   | 2              | \$ 4,999.00  | \$ 9,998.00      | \$ -             | \$ 9,998.00  |
| 11.02       | Street Lighting  | EA   | 9                   | -                   | 9              | \$ 8,000.00  | \$ 72,000.00     | \$ -             | \$ 72,000.00 |

- Division 1 = RISE Eligible Quantities
- Division 2 = Non-RISE Eligible Quantities

Division 1 Construction Subtotal = \$ 1,228,223.00

Contingency (20%) = \$ 245,644.60

Division 1 Construction Grand Total = \$ 1,473,867.60

Design Engineering Services (12%)= \$ 176,864.11

Construction Services (8%)= \$ 117,909.41

**Division 1 Grand Total = \$ 1,768,641.12 (RISE Eligible)**

Division 2 Construction Subtotal = \$ 278,900.00

Contingency (20%) = \$ 55,780.00

Division 2 Construction Grand Total = \$ 334,680.00

Design Engineering Services (12%)= \$ 40,161.60

Construction Services (8%)= \$ 26,774.40

**Division 2 Grand Total = \$ 401,616.00 (Non-RISE Eligible)**

Construction Subtotal = \$ 1,507,123.00

Contingency (20%) = \$ 301,424.60

**Total Construction Grand Total = \$ 1,808,547.60**

Design Engineering Services (12%)= \$ 217,025.71

Construction Services (8%)= \$ 144,683.81

**Total Estimated Project Cost = \$2,170,257.12**

Notes: Final quantities and costs are subject to change pending final designs. Costs and quantities are based on preliminary conceptual design information. Items not included herein: Permit fees, unsuitable soils, franchise utilities, sodding, signage, fencing, irrigation, landscaping, monument signage, adjacent arterial street improvements, off-site utilities, wetland mitigation, & an environmental study. Design assumption assumed that the existing watermain can remain "as-is" and be Use-As Constructed (UAC) & protected where possible, only proposing lowering at critical crossing locations were assumed.

## **SECTION 2I**

### **NARRATIVE OF NON-ROADWAY FACTORS & BUSINESS SUPPORT LETTERS**

## SUMMARY OF PROJECT COSTS AND PROPOSED FINANCING SOURCES

| <u>USE OF FUNDS</u>                              |                     | <u>SOURCE OF FUNDS</u> |                  |                    |                  |                     |
|--------------------------------------------------|---------------------|------------------------|------------------|--------------------|------------------|---------------------|
| <u>Activity</u>                                  | <u>Cost</u>         | <u>Source A</u>        | <u>Source B</u>  | <u>Source C</u>    | <u>Source D</u>  | <u>Source E</u>     |
| 1 Land Acquisition/Investment *                  | \$1,222,091         |                        |                  | \$1,222,091        |                  |                     |
| 2 Site Preparation **                            | \$353,800           |                        |                  |                    |                  | \$353,800           |
| 3 Building Construction ***                      | \$28,350,000        |                        |                  |                    |                  | \$28,350,000        |
| 4 Job Training **                                | \$27,000            |                        |                  |                    |                  | \$27,000            |
| 5 Machinery & Equipment**                        | \$229,500           |                        |                  |                    |                  | \$229,500           |
| 6 Furniture, Fixtures & Equipment **             | \$108,000           |                        |                  |                    |                  | \$108,000           |
| 7 Other: Roadway (RISE Eligible)****             | \$1,768,641         | \$884,321              | \$884,321        |                    |                  |                     |
| 8 Other: Water****                               | \$121,500           | \$121,500              |                  |                    |                  |                     |
| 9 Other: Sewer****                               | \$82,000            | \$82,000               |                  |                    |                  |                     |
| 10 Other: Non-RISE (Drives/Trail/Removals/Etc.)† | \$131,180           | \$131,180              |                  |                    |                  |                     |
| 11 Other: Electric & Gas**                       | \$200,000           |                        |                  |                    | \$200,000        |                     |
| 12 Other: Closing Costs **                       | \$60,000            |                        |                  |                    |                  | \$60,000            |
| 13 Other: Moving Costs **                        | \$60,000            |                        |                  |                    |                  | \$60,000            |
| <b>TOTAL</b>                                     | <b>\$32,713,712</b> | <b>\$1,219,001</b>     | <b>\$884,321</b> | <b>\$1,222,091</b> | <b>\$200,000</b> | <b>\$29,188,300</b> |

\* Estimated value of expansion area = 25.8 acres of developable area x \$47,367.85 /AC.

\*\* Approximated estimated total. No tenants have committed. These numbers should be considered preliminary.

\*\*\* Estimated 270,000 sf of potential expanded/new building space x \$105/sf for finished area.

\*\*\*\* SE Creekview Drive Extension Project Opinion of Costs

### TERMS OF PROPOSED FINANCING

| <u>Source</u>                          | <u>Amount</u>       | <u>Type</u>                      | <u>% of Total</u> |
|----------------------------------------|---------------------|----------------------------------|-------------------|
| Source A: City of Ankeny               | \$1,219,001         | General Fund                     | 3.73%             |
| Source B: IDOT - RISE                  | \$884,321           | Grant                            | 2.70%             |
| Source C: Developer(s)/Property Owners | \$1,222,091         | Based on recent land sale prices | 3.74%             |
| Source D: Utility Provider/Other       | \$200,000           |                                  | 0.61%             |
| Source E: Future Tenant                | \$29,188,300        | Cash                             | 89.22%            |
| <b>TOTAL</b>                           | <b>\$32,713,712</b> |                                  | <b>100.00%</b>    |

**CITY OF ANKENY, IOWA**  
**COMPETITIVE FUNDING RISE GRANT APPLICATION**  
**ESTIMATED TOTAL CAPITAL INVESTMENT**  
 (Not Including RISE funds requested)

| <b><u>Private</u></b>                                     | <b><u>Estimated Investment</u></b>     |
|-----------------------------------------------------------|----------------------------------------|
| Land Investment                                           | \$1,222,091                            |
| Site Preparation (Grading, paving, etc.)                  | \$353,800                              |
| Building Construction (Office, Shop, Plant, Design, etc.) | \$28,350,000                           |
| Job Training (Training on new equipment)                  | \$27,000                               |
| Machinery & Equipment (industrial equipment)              | \$229,500                              |
| Furniture & Fixtures (computers, desks, lockers)          | \$108,000                              |
| Closing Costs                                             | \$60,000                               |
| Move Costs                                                | \$60,000                               |
| <b>Subtotal =</b>                                         | <b>\$30,410,391</b>                    |
| <br><b><u>Public</u></b>                                  | <br><b><u>Estimated Investment</u></b> |
| Electric & Gas                                            | \$200,000                              |
| Roadway Project (city portion of RISE-eligible items)     | \$884,321                              |
| Water Main (water main within roadway corridor)           | \$121,500                              |
| Sanitary Sewer (Sewer within project limits)              | \$82,000                               |
| Others (drives, trails, removals, etc.)                   | \$131,180                              |
| <b>Subtotal =</b>                                         | <b>\$1,419,001</b>                     |
| <br><b><u>Grand Total =</u></b>                           | <br><b><u>\$31,829,391</u></b>         |



## **SECTION 2J**

# **TRANSPORTATION CONSISTENCY DOCUMENT (DES MOINES MPO)**



420 Watson Powell Jr. Parkway, Suite 200  
Des Moines, Iowa 50309  
Phone: 515.334.0075  
Email: [info@dmampo.org](mailto:info@dmampo.org)  
[www.dmampo.org](http://www.dmampo.org)

January 3, 2024

Ms. Jennifer Kolacia  
RISE Program Manager  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

Dear Ms. Kolacia:

SUBJECT: LETTER OF SUPPORT – REVITALIZE IOWA’S SOUND ECONOMY GRANT – CITY OF ANKENY

I am writing on behalf of the City of Ankeny’s Revitalize Iowa’s Sound Economy (RISE) grant application. The Des Moines Area Metropolitan Planning Organization (MPO) staff has reviewed the City of Ankeny’s RISE Application to be submitted to the Iowa Department of Transportation (IDOT) for conformance with the MPO’s metropolitan transportation plan. The City of Ankeny’s application is for the extension of SE Creekview Drive in support of the Metro North Business Park.

Based on the MPO staff’s review of the project, we support the project and note that it is consistent with, and supportive of, the MPO’s Long-Range Transportation plan, Mobilizing Tomorrow (HY 2050 MTP).

Please feel free to reach out to me should you have any questions.

Sincerely,

Dylan Mullenix, AICP  
Interim Executive Director

**SECTION 2K**

**BROWNFIELD REMEDIATION/REDEVELOPMENT**

**NOT APPLICABLE**

**SECTION 2L**

**IOWA ECONOMIC DEVELOPMENT AUTHORITY  
CERTIFICATION**

**NOT APPLICABLE**

## **SECTION 2M**

# **MINORITY IMPACT STATEMENT**



## Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.**

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women    ☐ Persons with a Disability    ☐ Blacks    ☐ Latinos    ☐ Asians  
☐ Pacific Islanders    ☐ American Indians    ☐ Alaskan Native Americans    ☐ Other \_\_\_\_\_

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

☐ Women    ☐ Persons with a Disability    ☐ Blacks    ☐ Latinos    ☐ Asians  
☐ Pacific Islanders    ☐ American Indians    ☐ Alaskan Native Americans    ☐ Other \_\_\_\_\_

☐ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

2024 Watercrest Park Expansion

Professional Services Agreement with Snyder & Associates

---

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Snyder & Associates for the design, bidding phase and construction administration services needed for the 2024 Watercrest Park Expansion Project.

The scope of the project includes the design and construction administration for the park's utilities, grading, splash pad, parking lot, shelter, trail connections, landscaping and all other miscellaneous items necessary to complete the project.

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 Snyder & Associates 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 \$59,500.00.

---

**FISCAL IMPACT: No**

This project is included in the 2024-2028 CIP with design and construction scheduled for 2024.

---

**CITY MANAGER'S RECOMMENDATIONS:**

Approve the Professional Services Agreement with Snyder & Associates for design, bidding phase and construction administration services on the 2024 Watercrest Park Expansion Project in an amount not to exceed \$59,500.00 and authorize the Mayor to execute said Agreement.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

**Action:** <span style="background-color: #ffffff; text-align: -webkit-left;">Consider motion to approve the Professional Services Agreement with Snyder & Associates for design, bidding phase and construction administration services on the Watercrest Park Expansion Project in an amount not to exceed \$59,500.00 and authorize the Mayor to execute said Agreement.</span>

---

**ADDITIONAL INFORMATION:**

---

**ATTACHMENTS:**

|                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                   |
|  <a href="#">Professional Services Agreement</a> |



December 19, 2023

Nick Lenox, Parks & Recreation Director  
City of Ankeny  
220 W. First Street  
Ankeny, IA 50023

RE: PROFESSIONAL SERVICES AGREEMENT  
WATERCREST PARK  
ANKENY, IOWA

Dear Nick:

Herein is an Agreement Form with our understanding for a Scope of Services, as requested. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are willing to discuss the Scope for mutual agreement.

Please review and provide an authorized signature of the Agreement and return a copy for our files. We are prepared to start upon receipt of the executed agreement.

Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, reading 'Clay Schneckloth'.

Clay Schneckloth, PLA

CRS/dmb

Enclosures



**NOW ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2023, **Snyder & Associates, Inc.**,  
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and  
**City of Ankeny, 1210 NW Priarie Ridge Dr, Ankeny, IA 50023**

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Watercrest Park – Ankeny, Iowa
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. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **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. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not 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.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** 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. 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 interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The 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. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

### ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **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.
11. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
12. **SEVERABILITY:** 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.
13. **SURVIVAL:** 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.
14. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. 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.
15. **ATTORNEYS FEES, COSTS:** 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.
16. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

**Exhibit A Scope of Services**

**Exhibit**

City of Ankeny (Client)

By: \_\_\_\_\_  
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

**Exhibit B Standard Fee Schedule**

**Exhibit**

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

Tim L. West  
(Printed or typed signature)

Route executed copy to: CRS

EXHIBIT A

WATERCREST PARK  
ANKENY, IOWA

CLIENT: CITY OF ANKENY  
220 W. FIRST STREET  
ANKENY, IOWA 50023  
ATTN: NICK LENOX

ENGINEER: SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

PROJECT: TO PROVIDE CONSTRUCTION AND BIDDING DOCUMENTS FOR  
A NEW SPLASH PAD, TRAIL AND PARKING LOT AT  
WATERCREST PARK LOCATED AT 4320 NW 5<sup>TH</sup> STREET IN  
ANKENY, IOWA.

DATE: DECEMBER 18, 2023

SCOPE OF SERVICES:

I. TOPOGRAPHY SURVEY

- A. Topography Survey - To provide topographic survey of the project site. This work includes providing a CADD terrain model with one-foot contour intervals, spot elevations, utilities located in the field, and existing individual trees of 6-inch caliper or greater. Subsurface Utility Engineering (SUE) survey is not included in this scope.
- B. The Client shall provide all necessary information as may be desired regarding any existing easements or land covenants which affect the property. Title searches for the property are not included within this Scope of Services.

FEES FOR SERVICES .....HOURLY, NOT TO EXCEED \$7,000

II. PRELIMINARY DESIGN

- A. Conduct an on-site assessment of the existing site features associated with the splash pad, open shelter, trail, and parking lot. Includes meeting with staff to further understand project needs.
- B. Prepare preliminary design showing new splash pad, parking lot, sidewalk/trail locations and open shelter location.
- C. Prepare preliminary design of a proposed storm sewer, sub-drain system and grading plan.
- D. Prepare preliminary design for proposed water service, sanitary sewer service, and electrical service.

- E. Prepare a preliminary opinion of construction costs for the proposed improvements.
- F. Meetings and Coordination: To attend meetings with the Client and others. Herein are two (2) meetings; additional meetings to be on an hourly basis.

FEES FOR SERVICES .....HOURLY, NOT TO EXCEED \$13,500

### III. CONSTRUCTION DOCUMENTS

- A. Prepare a site layout plan showing the location of proposed improvements. Includes dimensions, construction notes and pertinent details for site elements such as splash pad, pavements, and open shelter.
- B. Prepare a grading plan, showing spot elevations, contours, and erosion control measures.
- C. Prepare storm sewer and pollution prevention plan (SWPPP).
- D. Updated opinion of probable construction costs for associated improvements.
- E. Prepare technical specifications for proposed site improvements.
- F. Submit plans to the City for their review and comment. Revise plans based on City comments.
- G. Meetings and Coordination: To attend meetings with the Client and others. Herein are three (3) meetings; additional meetings to be on an hourly basis.
- H. Incorporate Client front end documents into bid documents.

FEES FOR SERVICES .....HOURLY, NOT TO EXCEED \$23,500

### IV. BIDDING ASSISTANCE

- A. Preparation of the project manual, including bid form, form of contract, instruction to bidders and general conditions.
- B. Distribution of construction documents electronically to potential bidders.
- C. Address bidder questions. Preparation of addenda, if required.
- D. Attend bid opening to assist the Client in receiving bids. Prepare a bid tabulation and recommendation.

FEE FOR SERVICES.....HOURLY, NOT TO EXCEED \$ 3,500

### V. CONSTRUCTION ADMINISTRATION

- A. Attend a pre-construction meeting to review sequence of work, schedule, and general construction information.
- B. Review shop drawings.
- C. Attend construction meeting with the Contractor and Client. Five (5) construction meeting are included. Construction site visits will be conducted on a periodic basis as required by construction activities. These visits will coincide with utility

- installations, subgrade preparation, ballfield improvements, and pavement installation. Five (5) site visits are included.
- D. Review pay applications and address requests for additional information.
- E. Conduct a final review of the project, prepare a final list of construction items and provide a recommendation at the completion of work.
- F. Provide as-built Stormwater detention basin calculations and pedestrian ramp slope review.

FEES FOR SERVICES.....HOURLY, NOT TO EXCEED \$12,000

## VI. FEE SUMMARY

|      |                                  |                                       |
|------|----------------------------------|---------------------------------------|
| I.   | Topography Survey.....           | Hourly, Not to Exceed \$7,000         |
| II.  | Preliminary Design .....         | Hourly, Not to Exceed \$13,500        |
| III. | Construction Documents.....      | Hourly, Not to Exceed \$23,500        |
| IV.  | Bidding Services .....           | Hourly, Not to Exceed \$3,500         |
| V.   | Construction Administration..... | <u>Hourly, Not to Exceed \$12,000</u> |
|      |                                  | TOTAL FEE \$59,500                    |

## VII. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Submittal fees to any and all regulatory agencies.
2. Soil borings and geotechnical investigation.
3. Easement and/or legal documents.
4. Client requested major revisions.
5. Color presentation drawings.
6. Variance or rezoning petitions.
7. Architectural, mechanical, or structural design.
8. Electrical lighting design.
9. Construction staking.
10. Public improvement/ public construction documents.
11. Additional meetings.
12. Earthwork volume and/or site earthwork balance.



## EXHIBIT B



# STANDARD FEE SCHEDULE

| Billing Classification/Level                                                                                                                 | Billing Rate              |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>PROFESSIONAL</b>                                                                                                                          |                           |
| Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist<br>Project Manager, Planner, Right-of-Way Agent, Graphic Designer |                           |
| Principal II                                                                                                                                 | \$245.00/hour             |
| Principal I                                                                                                                                  | \$230.00/hour             |
| Senior                                                                                                                                       | \$210.00/hour             |
| VIII                                                                                                                                         | \$192.00/hour             |
| VII                                                                                                                                          | \$182.00/hour             |
| VI                                                                                                                                           | \$173.00/hour             |
| V                                                                                                                                            | \$161.00/hour             |
| IV                                                                                                                                           | \$149.00/hour             |
| III                                                                                                                                          | \$137.00/hour             |
| II                                                                                                                                           | \$123.00/hour             |
| I                                                                                                                                            | \$109.00/hour             |
| <b>TECHNICAL</b>                                                                                                                             |                           |
| CADD, Survey, Construction Observation                                                                                                       |                           |
| Lead                                                                                                                                         | \$146.00/hour             |
| Senior                                                                                                                                       | \$140.00/hour             |
| VIII                                                                                                                                         | \$130.00/hour             |
| VII                                                                                                                                          | \$120.00/hour             |
| VI                                                                                                                                           | \$108.00/hour             |
| V                                                                                                                                            | \$98.00/hour              |
| IV                                                                                                                                           | \$88.00/hour              |
| III                                                                                                                                          | \$80.00/hour              |
| II                                                                                                                                           | \$73.00/hour              |
| I                                                                                                                                            | \$64.00/hour              |
| <b>ADMINISTRATIVE</b>                                                                                                                        |                           |
| II                                                                                                                                           | \$75.00/hour              |
| I                                                                                                                                            | \$61.00/hour              |
| <b>REIMBURSABLES</b>                                                                                                                         |                           |
| Mileage                                                                                                                                      | current IRS standard rate |
| Outside Services                                                                                                                             | As Invoiced               |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager  
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

January 16, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

- ***Council Action Planning Session - Department Budget Presentations - 1/19/24 @ 8:30 a.m.***
- ***Public Hearing - Permanent Electric Easement - MEC - NW Elevated Water Storage Tank - 2/5/24 @ 5:30 p.m.***
- ***Public Hearing - SW Oralabor & SW Edgewood Lane Intersection Improvements - 2/5/24 @ 5:30 p.m.***
- ***Public Hearing - rezone – Old Dominion Freight Line West PUD - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - amendment - 2040 Ankeny Comp Plan Future Land Use Map - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - rezone – Hope Kimberley Phase 2 Area A - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - rezone – Hope Kimberley Phase 2 Area B - 2/05/24 @ 5:30 p.m.***
- ***Public Hearing - NW 36th St & NW Weigel Dr HMA Resurfacing - 2/19/24 @ 5:30 p.m.***
- ***Public Hearing - SE 3rd St Utility Improvements - Phase 2 - 2/19/24 @ 5:30 p.m.***
- ***Public Hearing - Fire Station No. 4 - 2/19/24 @ 5:30 p.m.***

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EXECUTIVE SUMMARY:

---

FISCAL IMPACT: No

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |