



ANKENY CITY COUNCIL

Regular Meeting

Monday, November 6, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.

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

ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=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 November 6, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the November 6, 2023 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-58 Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny and requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)

Action# C1-1. Consider motion to close Public Hearing 2023-58.

2. PH 2023-59 Proposed SE Delaware Avenue & SE 54th Street Traffic Signal

Action# C2-1. Consider motion to close Public Hearing 2023-59.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION:

1. Library Board of Trustees - Gene Lucht

E. APPROVAL OF CONSENT AGENDA:

• **Minutes**

CA - 1 Approval of official council actions of the regular meeting of October 16, 2023, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Human Rights Commission meeting of September 28, 2023.

CA - 3 Receive and file minutes of the Park Board meeting of August 28, 2023.

CA - 4 Receive and file minutes of the Library Board of Trustee meeting of September 21, 2023.

• **Licenses and Permits**

CA - 5 Consider motion to approve the issuance of a special permit to David A. Yount for the purpose of bow hunting of deer for the hunting season effective October 1, 2023 on private property within the city limits pursuant to Municipal Code Section 41.11(3).

CA - 6 Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

• **Finance/Budget**

CA - 7 Consider motion to approve Amendment #3 to the Professional Services Agreement increasing the contract amount by \$10,500.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Fiber Optic Upgrade

phase of the N Ankeny Boulevard Landscape Improvements.

- CA - 8** Consider motion to approve Payment #4 in the amount of \$68,356.52 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
- CA - 9** Consider motion to approve Payment #7 in the amount of \$3,839.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.
- CA - 10** Consider motion to approve Payment #3 in the amount of \$7,264.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
- CA - 11** Consider motion to approve Payment #3 in the amount of \$4,050.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
- CA - 12** Consider motion to approve Payment #1 in the amount of \$8,946.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
- CA - 13** Consider motion to approve Payment #18 in the amount of \$9,245.40 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 14** Consider motion to approve Payment #7 in the amount of \$72,962.10 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
- CA - 15** Consider motion to approve Payment #30 in the amount of \$2,574.00 to FOX Strand, for engineering services on the Ankeny ASR project.
- CA - 16** Consider motion to approve Payment #6 in the amount of \$36,237.50 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 17** Consider motion to approve Payment #7 in the amount of \$7,029.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
- CA - 18** Consider motion to approve Payment #11 in the amount of \$74,065.26 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
- CA - 19** Consider motion to approve Payment #25 in the amount of \$1,761.25 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
- CA - 20** Consider motion to approve Payment #13 in the amount of \$1,453.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 21** Consider motion to approve Payment #14 in the amount of \$4,806.30 to McClure Engineering Company, for construction engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 22** Consider motion to approve Payment #8 in the amount of \$3,503.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

- CA - 23** Consider motion to approve Payment #2 in the amount of \$46,421.62 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
- CA - 24** Consider motion to approve Payment #34 in the amount of \$881.00 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 25** Consider motion to approve Payment #15 in the amount of \$30,627.26 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 26** Consider motion to approve Payment #32 in the amount of \$13,307.82 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 27** Consider motion to approve Payment #1 in the amount of \$76,679.45 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- CA - 28** Consider motion to approve Payment #27 in the amount of \$61,524.42 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 29** Consider motion to approve Payment #18 in the amount of \$1,579.55 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
- CA - 30** Consider motion to approve Payment #5 in the amount of \$8,366.20 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.
- CA - 31** Consider motion to approve Payment #6 in the amount of \$60,080.29 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 32** Consider motion to approve Payment #44 in the amount of \$2,639.25 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 33** Consider motion to approve Payment #6 in the amount of \$6,292.28 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 34** Consider motion to approve Payment #7 in the amount of \$11,282.09 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 35** Consider motion to approve Payment #11 in the amount of \$41,857.34 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
- CA - 36** Consider motion to approve the November 6, 2023 Accounts Payable.
- CA - 37** Consider motion to adopt **RESOLUTION** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.
- CA - 38** Consider motion to adopt **RESOLUTION** naming depositories for the City of Ankeny.

- **Personnel Items - none**
- **Community Development Items**

- CA - 39** Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, platted easements, sewer connection fee, and authorizing cost-participation for sidewalk oversizing and truncated domes for Centennial Ridge Plat 3.

- **Engineering Items**

- CA - 40** Consider motion to adopt a **RESOLUTION** authorizing the purchase of combination traffic signal/ lighting pole assemblies from Millerbernd Manufacturing Company, in the amount of \$73,031.00, for contractor installation with the SE Delaware Avenue & SE 54th Street Traffic Signal.

- CA - 41** Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main, sanitary sewer, and storm sewer in Centennial Ridge Plat 3.

- CA - 42** Consider motion to adopt **RESOLUTION** accepting maintenance bond for paving in Centennial Ridge Plat 3.

- CA - 43** Consider motion to adopt **RESOLUTION** accepting maintenance bond for subgrade in Centennial Ridge Plat 3.

- CA - 44** Consider motion to adopt **RESOLUTION** accepting public improvements in Park Sight Office Park at Prairie Trail Plat 4 for utilities.

- **Capital Improvement Projects**

- CA - 45** Consider motion to adopt **RESOLUTION** approving construction contract and bond with CB&I Storage Tank Solutions, LLC, in the amount of \$9,751,758.59 for the NW Irvinedale Drive - Elevated Water Storage Tank project.

- CA - 46** **N Ankeny Boulevard Fiber Optic Upgrade**: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Communication Data Link in the amount of \$161,073.50; and c) Final Payment #3 in the amount of \$651.84; and Retainage Payment in the amount of \$4,026.84.

- CA - 47** Consider motion to adopt **RESOLUTION** ordering construction on the North Four Mile Creek Trunk Sewer - Phase 2 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 11/28/23 @ 10:30 a.m./date of hrg: 12/4/23 @ 5:30 p.m.)

- **Administrative Items**

- CA - 48** Consider motion to approve certification to the Treasurer of State the population of the Hope K Farms, LLC annexed territory as determined by the last certified federal census of said territory.

- CA - 49** Consider motion to approve 2024 Parks & Recreation Department fees.

- CA - 50** Consider motion to approve a Master Service Agreement with NextRequest for a public records request management software and authorize the Mayor to sign Agreement.

- CA - 51** Consider motion to adopt **RESOLUTION** fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of not to exceed \$200,000 for personal property for use by the City, and providing for publication of notice thereof (date of hrg: 11/20/23 @ 5:30 p.m.).

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-51

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

CA-1 through CA-51.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- Approval of Ordinances:

1. Ord 2158 An Ordinance vacating a drainage easement on Lot 1 of Aspen Ridge Commercial Plat 3.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2158, sending it on its final passage and publication as required by law.

Action# H1-2. Consider motion to adopt RESOLUTION authorizing the sale of property vacated by the City of Ankeny, Iowa, to Mike Murphy, Murphy Commercial Properties, LLC.

2. Ord 2159 An Ordinance creating Chapter 49 of the Code of Ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to camping within city limits.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2159, sending it on its final passage and publication as required by law.

3. Ord 2160 An Ordinance Amending Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and providing that general property taxes shall no longer be divided on certain property located within the Amended 1989 Ankeny Economic Development Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa (Removing "Amendment No. 1 Area", "Amendment No. 2 Area", and "Amendment No. 3 Area" from division of taxes only)

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2160.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (PH 2023-58)

Action# J1-1. Consider motion to receive and file correspondence.

Action# J1-2. Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0).

2. Proposed SE Delaware Avenue and SE 54th Street Traffic Signal (PH 2023-59)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$625,446.00; 2) receive and file report of bids received October 31, 2023; 3) adopt RESOLUTION making award of construction contract with

Jasper Construction Services in the amount of \$436,109.00; and 4)
adopt RESOLUTION approving contract and bonds with Jasper Construction Services in
the amount of \$436,109.00.

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:**

- ***Public Hearing - NW Northlawn Area Utility Improvements - Phase 3 - 11/20/23 @ 5:30 p.m.***
- ***Public Hearing - Annexation - Legacy Housby, LLC - 11/20/23 @ 5:30 p.m.***
- ***Public Hearing - Not to Exceed \$200,000 Master Services & Purchasing Agreement - 11/20/23 @ 5:30 p.m.***
- ***Public Hearing - North Four Mile Creek Trunk Sewer - Phase 2 - 12/4/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the November 6, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the November 6, 2023 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-58: Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny and requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)

EXECUTIVE SUMMARY:

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's northeastern boundary, generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. The annexation area is located within two miles of the City of Alleman, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 422.16 acres (+/-), 345.10 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 77.06 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 12.51 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

At this time, 10 of the 19 properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all 19 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 345.10 acres (+/-), which equals 81.75% of the 422.16 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the nine non-petitioned properties total 77.06 acres (+/-), equaling 18.25% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential (LDR), Medium Density Residential (MDR) and Neighborhood Mixed Use (NMU). If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny's Corporate Limits.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023 - City Council initiated the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

August 22, 2023 - The Plan & Zoning Commission recommended that City Council approve the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

September 18, 2023 - City Council set the public hearing.

October 16, 2023 - City Council held a public hearing.

PUBLIC OUTREACH EFFORTS:

Consultation meeting held on August 24, 2023.

Legal publication and notification.


ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-58.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 PH Coversheet
 P&Z Commission Minutes
 Staff Report
 Aerial Map

 Petition Property & Ownership Map
 Annexation Applications
 Consultation Meeting Report

RESOLUTION 2023-

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD., AND GENE C. HILDRETH, JR.

WHEREAS, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND;

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON & CHERYL C. GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

LAYMAN'S DESCRIPTION:

Approximately 345.10 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, it was understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate were to be installed at the sole expense of the developer of said real estate; and

WHEREAS, it appears that the owners are the only titleholders of the respective, above-described real estate; and

WHEREAS, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

LEGAL DESCRIPTION:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)
AND;
LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)
AND;
LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)
AND;
LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)
AND;
OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)
AND;
ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LLC)
AND;
LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)
AND;
OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)
AND;
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

LAYMAN'S DESCRIPTION:

Approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

WHEREAS, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

WHEREAS, each owner of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property and each public utility which serves the area have been notified 14 business days prior to the date of this resolution by regular mail; to the Chairperson of the County Board of Supervisors and the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, Regional Planning Authority, all affected public utilities, all non-consenting landowners and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

PASSED AND APPROVED this 6th day of November, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



PUBLIC HEARING 2023-58

5:30 P.M.

NOVEMBER 6, 2023

**PROPOSED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE
NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK
LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY
MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD, AND GENE C. HILDRETH, JR.**

Mayor:

This is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar LTD, and Gene C. Hildreth, Jr.

Layman's Description: Approximately 345.1 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard, and

Approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 20th day of October, 2023.

Mayor:

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

City Clerk: None.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2023-58.

Mayor:

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



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, August 22, 2023

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

CALL TO ORDER

Chair Ted Rapp called the August 22, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item # 8. Request by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., DRA Properties, LLC, and Gene C. Hildreth, Jr. for 80/20 Voluntary Urbanized Annexation of property into the City of Ankeny (Hope Kimberley 2.0)

Staff Report: J.Heil reported the request is for the annexation of approximately 422.15 acres of land adjacent to the City's northeastern boundary. Generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. He stated that seven of the property owners own 11 of the 19 properties included in the proposed annexation. He commented that the land area consists of 345.63 acres owned by consenting property owners and 76.52 acres are owned by non-petitioned property owners. He presented an aerial map representing all the property included in the request. J.Heil stated that the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. He stated the non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. He noted that the annexation area is located within two miles of the City of Alleman and approximately 12.51 acres of public road right-of-way are included. The Ankeny 2040 Comprehensive Future Land Use Map was presented. J.Heil stated that if the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. He provided an overview of utility services that will be provided for this land area. He stated that there is a consultation meeting scheduled for August 24, 2023, which is a requirement for all 80/20 voluntary annexations. Staff recommend that the Plan and Zoning Commission recommend that City Council approve the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

T.Rapp asked whether including the Four Mile Four County Plat as a part of this annexation is to create a uniform boundary. E.Jensen said, yes. T.Rapp questioned why the City would annex land north, outside of The Ankeny 2040 Comprehensive Plan. E.Jensen explained that the City's adopted annexation policy states that the preference is to annex land within the urban growth area, which is the Future Land Use Map; and the policy further states that the City can annex out of that area if it makes sense and is able to serve the growth area. He shared a map that showed the City's ability to serve sanitary sewer up to NE 134th Avenue. E.Jensen noted that if the land is annexed into the City, the adjacent land uses shown on the Future Land Use Map would extend to the newly annexed area.

R.Weisheit confirmed that new water lines would be run during the development of the land to supply water to the area. J.Heil said, yes. The developer would be required to add them.

L.West asked who received the notice regarding the Consultation meeting. J.Heil said the Code requires for this request, the Polk County Board of Supervisors, Lincoln Township Trustees and Clerk, the Polk County Land Use Planning Manager, the Ankeny and North Polk Community School District Superintendents.

The correspondence from Alleman Mayor Bob Kremme was included in the Commission's packet for this request.

There were no further discussions.

Motion by G.Hunter to recommend City Council approval of the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation. Second by A.Renaud. All voted aye. Motion carried 7 – 0.



*Plan and Zoning Commission
Staff Report*

Meeting Date: August 22, 2023

Agenda Item: Hope Kimberley 2.0 - 80/20 Voluntary Urbanized Annexation
Report Date: August 16, 2023
Prepared By: Jake Heil *ESC*
Associate Planner

Recommendation:

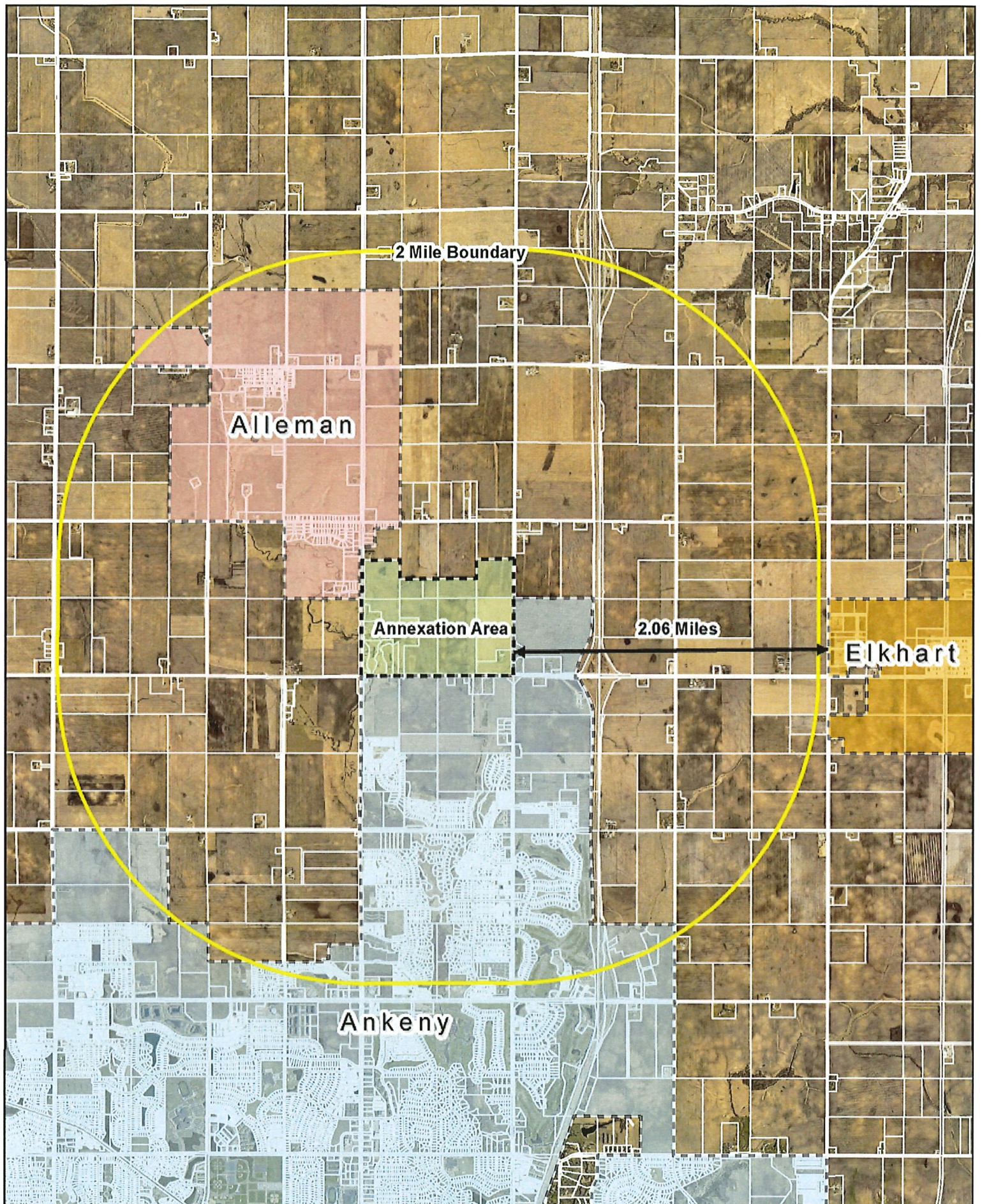
That the Plan and Zoning Commission recommend that City Council approve the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

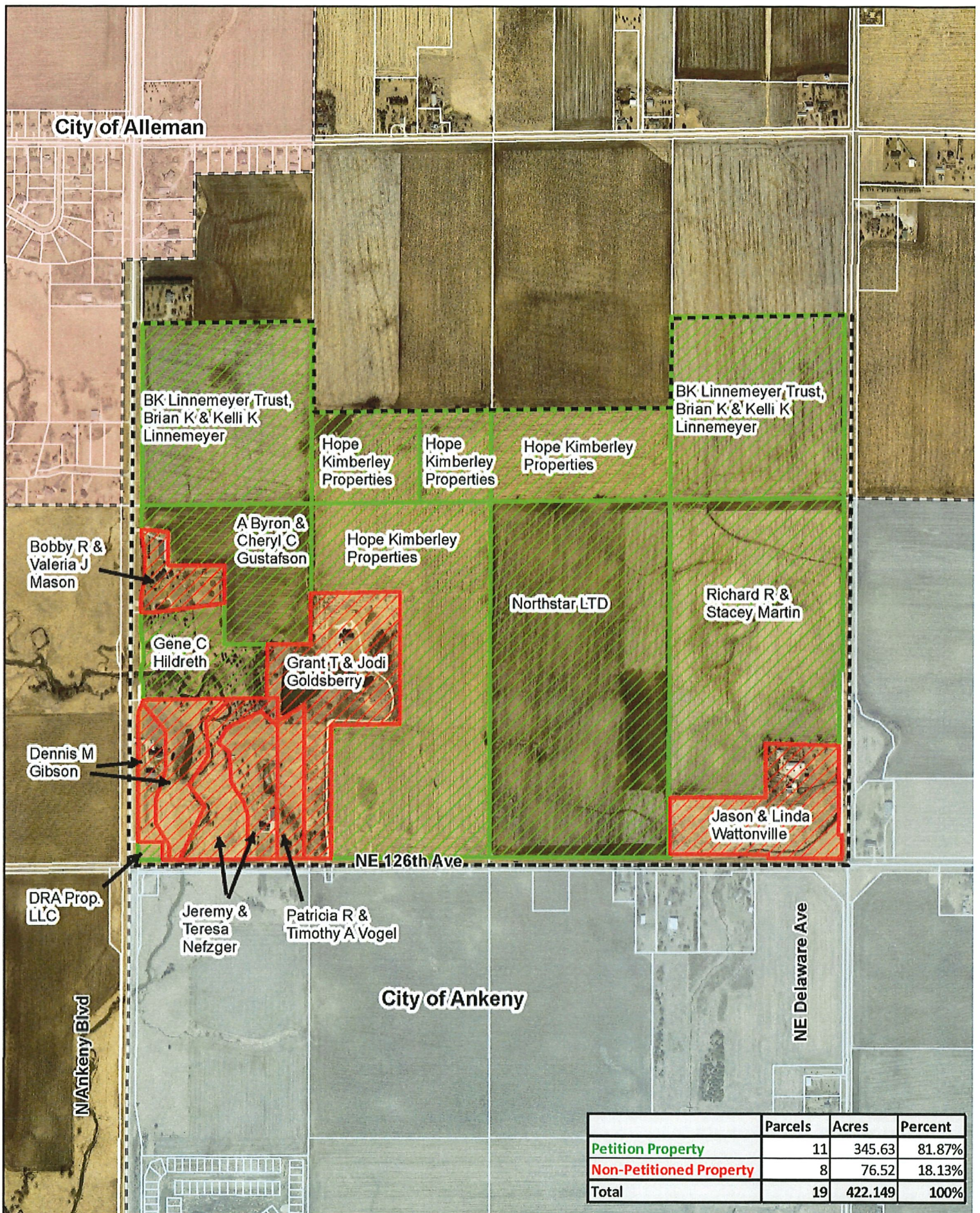
Discussion:

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's northeastern boundary, generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. The annexation area is located within two miles of the City of Alleman, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 422.15 acres (+/-), 345.63 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 76.52 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 12.51 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

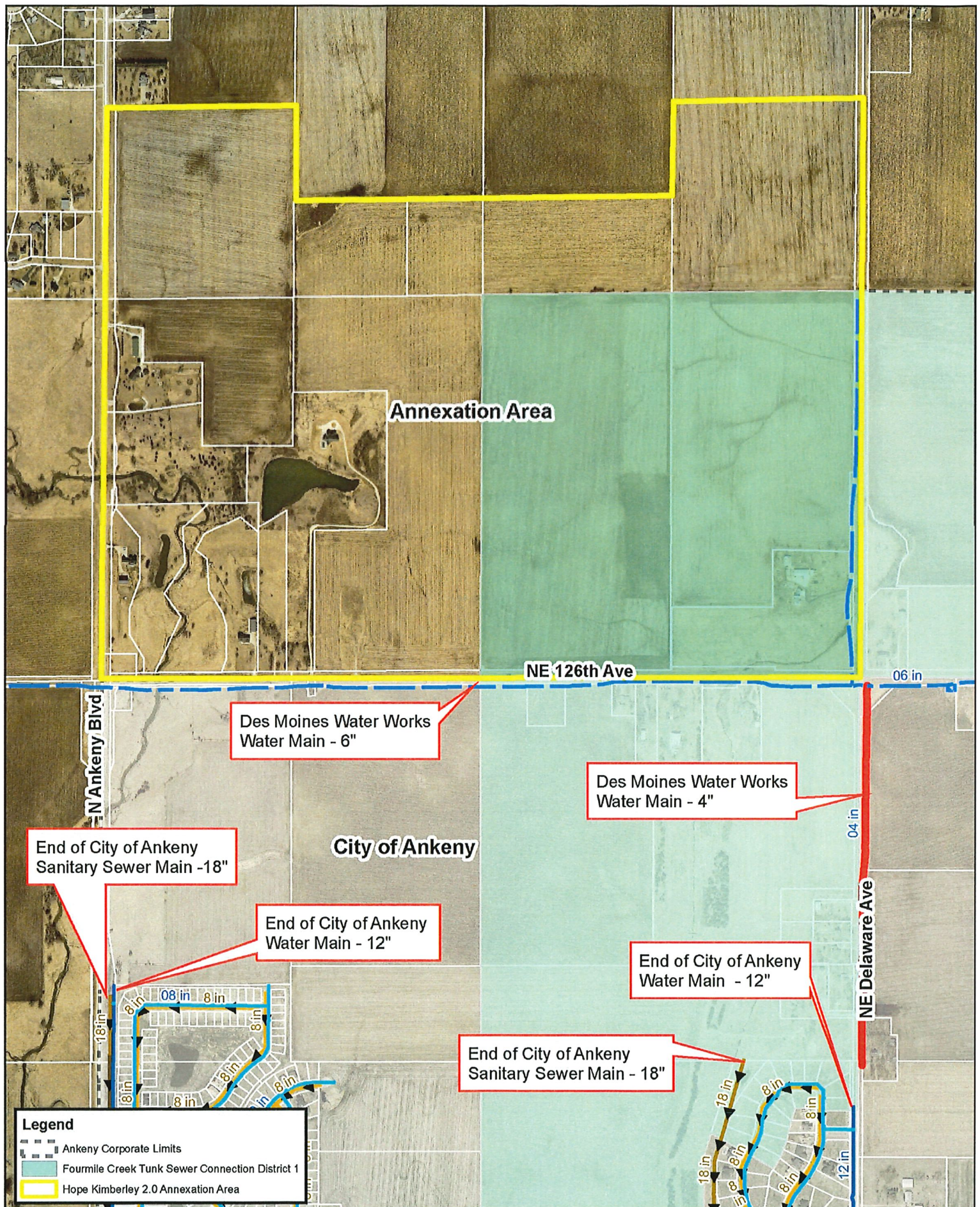
At this time, 11 of the 19 properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all 19 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 345.63 acres (+/-), which equals 81.87% of the 422.15 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the eight non-petitioned properties total 76.52 acres (+/-), equaling 18.13% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential (LDR), Medium Density Residential (MDR) and Neighborhood Mixed Use (NMU). If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny's Corporate Limits.





	Parcels	Acres	Percent
Petition Property	11	345.63	81.87%
Non-Petitioned Property	8	76.52	18.13%
Total	19	422.149	100%



Legend

- Ankeny Corporate Limits
- Fourmile Creek Tunk Sewer Connection District 1
- Hope Kimberley 2.0 Annexation Area

N
 1 inch = 850 feet
 Date: 8/17/2023

**Hope Kimberley 2.0
 80/20 Voluntary Urbanized Annexation
 Utility Map**



A. Consenting Property Owners' Petitions:

The City of Ankeny received written voluntary annexation petitions from the following property owners:

Consenting Properties	Acreage
1: Richard R & Stacey Martin	57.895
2: Northstar LTD	78.18
3: Hope Kimberley LLC	60.51
4: Hope Kimberley LLC	12
5: Hope Kimberley LLC	8
6: Hope Kimberley LLC	20
7: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	37.73
8: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	38.636
9: A Byron & Cheryl C Gustafson	20.21
10: DRA Properties LLC	0.54
11: Gene C Hildreth Jr.	11.928
Total Consenting Property Acreage	345.629

B. General Statement of Proposal / Integration of Smart Planning Principles:

This 80/20 voluntary urbanized annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which was developed with consideration to the Smart Planning Principles of Chapter 18B of the Iowa Code.

The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the community's vision for the future. It does not dictate how the community is to be developed, but it is meant to outline a possible future that could occur over time through the use of planning and investment policies, and regulatory tools. The Comprehensive Plan contains policy goals for many aspects of the community including land use, transportation, housing, parks and open space, infrastructure, community facilities and economic development. The Ankeny Plan's 2040 goals are as follows:

1. Ensure that growth occurs within the context of new "neighborhoods", and not separate disconnected developments.
2. Provide infrastructure investments that correspond to the community's growth potential.
3. Ensure that new development is marked by attractive design and contributes to the community's character.
4. Ensure that development within Ankeny and on Ankeny's periphery demonstrates environmentally responsibility and adheres to the City's long-term growth goals.
5. Maintain the unique, separate character of the City, while acknowledging Ankeny's increasing important role as a member of the metropolitan Des Moines community.
6. Assure that the transportation system is adequate to meeting future demands.
7. Maintain variety in the City's housing stock, with dwelling units affordable to a variety of income levels and age groups.
8. Provide additional opportunities for commercial, industrial, and small business growth and ensure appropriate location in accordance with the City's overall transportation and land use plan.
9. Encourage the development of an interconnected system of parks, trails and civic parkways and maintain a high level of service for recreational facilities as new neighborhoods emerge.

10. Promote the emergence of Ankeny as a major employment center within the area by stimulating growth in office, industrial and business park development.
11. Strengthen Ankeny's traditional City Center and civic campus as the focus of the community.
12. Promote a sense of community and premier quality of life as growth occurs.
13. Seek opportunities for collaboration between the City and the Ankeny Community School District to address growth and quality of life issues in Ankeny.

This annexation furthers the foregoing goals, adds land to the City of Ankeny's developable land inventory, and assures compact, efficient development to urbanized standards.

C. Current and Projected Land Uses:

The annexation area is currently identified in the Comprehensive Plan as primarily Low Density Residential with an area of Neighborhood Mixed Use and Medium Density Residential located west of NE 22nd Street and north of NE 126th Avenue. The Ankeny Plan 2040 defines those uses as the following:

- ***Low Density Residential:*** This land use category is dominated by single-family detached dwellings with a typical density of 1 to 5 dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 sq. ft. Lots should include public or private street frontage and driveway access and may also be served by an alleyway. Development in this area may include residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.
- ***Medium Density Residential:*** This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.
- ***Neighborhood Mixed Use:*** This land use category is designed to provide flexibility in uses and building design in an area that can accommodate either mixed-use or single-use buildings and developments. Allowable uses include multi-family residential, office, and retail as well as convenience stores, fast-foot restaurants, and other uses with vehicle drive-up and drive-thru services. Buildings may be three stories in height with shared off-street surface or structured parking. The area is meant to provide a buffer or transition between commercial and residential developments. Possible uses include coffee shops, fast-food restaurants, or small-offices.

The proposed annexation area consists of single-family residential and agricultural land uses. If annexed, the properties will be initially zoned R-1, One-Family Residence District, as is all newly annexed land. The current land uses may continue in their current capacities; however, any proposed development or redevelopment must align with the allowable uses in the R-1 zoning district (single-family residential, churches, schools, public facilities, or non-retail agricultural uses). If a property is to be developed as anything not allowed in the R-1 zoning district, appropriate rezoning will be required. Development concepts will be evaluated as part of the rezoning and platting processes to ensure that proposed development plans align with the Comprehensive Plan. Any proposed changes to the future land uses identified in the Comprehensive Plan would require a land use plan amendment prior to consideration for rezoning.

D. Current Municipal Services:

The City of Ankeny presently provides no municipal services (other than fire and EMS) to the annexation territory, but has the immediate fiscal and physical capability of extending substantial municipal services to the annexation territory.

E. Reasons for Annexation:

1. City Council annexation policy.

The City Council has adopted a policy document regarding the annexation of land into the City of Ankeny, requiring all annexations to be consistent with Comprehensive Plan of the City. These annexation policies set forth a framework for managing the growth of the City of Ankeny. The primary goal of these policies is to ensure that adequate land is available to accommodate future growth, while allowing for efficient delivery of public services in a manner that is most beneficial to the current and future citizens of the community. The relevant policy statements are discussed below:

d. Comprehensive planning and zoning.

- I. Ankeny will consider annexations within the urban growth area established in the Ankeny Comprehensive Plan.

This policy means that the City will consider annexations if the land is located within the urban growth area of the Comprehensive Plan, which is defined as the Planning Boundary on the Future Land Use Map of the Comprehensive Plan. As previously indicated, the annexation area is located within the City's Planning Boundary.

e. Extension of services.

- I. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with...applicable studies authorized and/or adopted by the Ankeny City Council.
- V. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.

The City will utilize tools such as the infrastructure extension requirements of the City's Subdivision Ordinance and financing mechanisms via connection fee districts or development agreements when making annexation decisions to encourage orderly growth. The annexation area is adjacent to existing public infrastructure which can be extended to serve the area.

2. The City of Ankeny has a need for developable land.

The City of Ankeny has experienced significant residential, commercial, and industrial growth throughout the city, as the population of Ankeny has exceeded 70,000. The Ankeny Plan 2040 Comprehensive Plan identifies an estimated total of 4,713 to 9,828 acres of developable land to accommodate the future growth of Ankeny. In 2022, the City of Ankeny recorded 30 plats creating 749 lots on 493 acres, permitted 1133 new dwelling units and 34 new commercial and industrial buildings, and added \$528,705,923 in valuation. While the northeastern quadrant is comprised primarily of residential, community commercial, neighborhood mixed use, and office business park land uses, the

Ankeny Plan 2040 still identifies the northeastern quadrant of Ankeny as a suitable area to further fill the need for residential land over the next decade.

3. The annexation territory is in accord with Smart Planning Principles integrated into The Ankeny Plan 2040 Comprehensive Plan.

This annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which takes into consideration the Smart Planning Principles of Chapter 18B of the Iowa Code.

4. The City of Ankeny has fiscal and physical capabilities of providing municipal services to the annexation territory.

Consistent with the foregoing, the City of Ankeny has the fiscal and physical capabilities of providing substantial municipal services to the annexation territory:

a. Sanitary Sewer:

Existing sanitary sewer via the City of Ankeny is shown on the provided utility map. Currently, the City has an 18" sanitary trunk main that exists along the creek on the west side of NE Delaware Avenue, this line will serve the newly created Fourmile Creek Trunk Sewer Connection District 2. This area includes a majority of this annexation west of NE Delaware Avenue. Additionally, the City of Ankeny is currently constructing a sanitary trunk sewer along N Ankeny Boulevard, this would serve the western most portion of the annexation.

All sanitary sewer constructed within a development is the responsibility of the developer. Other sanitary sewer trunk mains that are extended to serve future development are often installed through connection fee districts. The established connection fees for the Fourmile Creek Trunk Sewer Connection District 2 are outlined below:

Effective Date	Sewer Connection Fee (per acre – 1 acre minimum)
Prior to and through December 31, 2021	\$1,015
January 1, 2022	\$1,029
January 1, 2023	\$1,043
January 1, 2024	\$1,057
January 1, 2025	\$1,071
January 1, 2026 and thereafter	To be re-evaluated

b. Water:

Currently the City of Ankeny has 12" water mains installed along NE Delaware Avenue, to approximately NE 61st Street in Kimberley Estates, and along N Ankeny Boulevard to approximately NE 62nd Street in Courtyards at Harvest Ridge. These current water mains along with the County or Des Moines Water Works water mains are shown on the provided utility map. These water mains will be extended into the annexation area to serve the future development at such time as this area develops. The developer is responsible for the construction of all water mains within their developments. The City will participate in cost sharing, paying for the over-sizing of water mains, for those mains to be installed that are 12" or larger and serve areas beyond the development. Also, larger water mains that are not located within a development but are extended to serve development are often installed through a connection fee district.

c. Law Enforcement:

Ankeny has a professional law enforcement department headed by the Police Chief, and supported by a Criminal Division comprised of 1 captain, 1 lieutenant, 8 detectives, 1 police technician, 1 records supervisor, and 5 records clerks and the Operations Division comprised of 1 captain, 2 lieutenants, 5 sergeants, 34 police officers and 3 community service officers. The Criminal Division provides crime scene response and investigation, and records requests, and the Operations Division provides basic police services while responding to calls for service.

The annexation area can be expected to develop with low-density residential. The additional territory will impact police coverage areas, as does all new development. Members of the Ankeny Police Department regularly attend Technical Review Committee meetings, and coordinate with the Community Development Staff on design concerns. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

d. Fire and EMS:

All employees of the Ankeny Fire Department are public safety professionals who are trained in fire suppression, rescue and emergency medical services. The Fire Department provides Advanced Life Support (ALS) ambulances, fire suppression, extraction, boat-based water rescue, fire investigation, and other services 24 hours a day, 7 days per week via 3 fire stations. The Ankeny Fire Department's Emergency Medical Services Division provides Basic Life Support and Advanced Life Support service to the City of Ankeny, City of Alleman, City of Elkhart, and the surrounding area.

This annexation territory is currently located within the City of Ankeny Fire Protection District. A water system designed to provide fire flows and domestic service will be extended throughout the area as it is developed. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

e. Public Works:

The City of Ankeny has a fully staffed Public Works Department consisting of a Director and 44 full-time employees. The Public Works Department is comprised of Roadway Engineering, Operations, Storm Water and Environmental, and Traffic Engineering. The Ankeny Public Works Department provides the residents, businesses and visitors with safe, reliable and clean infrastructure that is maintained in an economical and efficient manner. That is accomplished through comprehensive annual programs that include: public improvement construction plans, street pavement preservation and maintenance, storm water and drainage, recycling events, snow and ice removal, street cleaning, and traffic control maintenance. Ankeny has a full complement of trucks, tractors, loaders, mowers and other equipment necessary to assure Ankeny's roads and public ways are properly maintained.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

f. Community Development:

The City of Ankeny has a fully staffed Community Development Department consisting of a Director and 25 full-time employees. The Community Development Department is comprised of building, planning, permitting, rental housing, code enforcement and other related staff. These departments will oversee development of the annexation territory in accordance with the City's comprehensive plan and applicable ordinances. The Community Development Department's mission is to ensure that Ankeny is recognized as a safe and sustainable community. This ongoing effort is accomplished by managing city development in accordance with the Municipal Code, the Ankeny Comprehensive Plan, Plan and Zoning Commission recommendation and City Council policy; and by enforcing adopted construction, zoning, subdivision, housing and nuisance codes and ordinances.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

g. Municipal Utilities:

The City of Ankeny has a fully staffed Municipal Utilities Department consisting of a Director and 35 full-time employees. The Municipal Utilities Department is comprised of Development Engineering, Wastewater Utility, and Water Utility. These departments oversee the technical review process for private development within the City of Ankeny corporate limits, maintenance activities associated with wastewater collection system including two lift stations, activities related to the delivery of drinking water; including storage, pump stations and water mains.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

h. Library, Parks & Recreation:

The City of Ankeny has amenities such as the public library, multiple parks, the Albaugh Family Senior Center, and numerous recreation programs administered by the City's Parks and Recreation Department, which enhance the quality of life in Ankeny. The Parks and Recreation Department is staffed by a Director and 35 full-time employees, and the Library is staffed by a Director and 22 employees.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

i. Fiscal:

The City of Ankeny's bond rating is Aa1, and is currently bonded to 34% of its total bondable capacity. This high rating is due to its rapidly growing tax base; healthy financial profile characterized by prudent management, strong reserve levels, and significant revenue raising flexibility; elevated debt profile; and manageable exposure to unfunded pension liabilities based on participation in two statewide cost-sharing plans. These efforts recognized the City of Ankeny with the Distinguished Budget Presentation Award for fiscal year July 1, 2020. Ankeny's general fund levy of \$6.05 per \$1,000 of taxable property valuation remains the lowest of any sizable city in Polk County, and is significantly below the \$8.10 statutory cap. Ankeny has a property tax levy of \$9.95 per \$1,000 of taxable property valuation, which is the lowest among the largest Iowa cities. Ankeny's FY22 budget marks the eighth straight year of property tax levy reductions. The City of Ankeny is professionally managed, fiscally sound, and has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

F. Urban Services Agreement and Boundary:

The City of Ankeny currently has an urban service agreement with Polk City. This agreement is west of the City limits and would not apply to this annexation area. No other 28E agreements or annexation moratorium agreements would be breached by virtue of this annexation.

G. Combined Legal Descriptions:

The composite legal description of the annexation territory is listed in the annexation map included with this report. The annexation includes all abutting road right-of-way to the centerline of the adjacent road, specifically NE 126th Avenue, NE 22nd Street and NE14th Street.

H. Polk County Auditor Verification:

The City of Ankeny provided copies of the landowners' annexation petitions and legal descriptions, as well as a composite legal description of the entire annexation territory to the Polk County Auditor. The provided documents are under review and will be finalized prior to the City Council public hearing on the annexation.

I. Maps of the Annexation Territory and Two-Mile Notification Requirement:

The annexation territory is located within two miles of the urbanized area of the City of Alleman, lying adjacent to Alleman's corporate limits. In relation to other nearby cities, the annexation area is located approximately 2.06 miles away from Elkhart's corporate limits.

J. State-Owned and County-Owned Right-of-Way:

The annexation territory contains no State of Iowa right-of-way, but does contain approximately 12.51 acres (+/-) of Polk County right-of-way.

K. Certification of Compliance with Other Notice Requirements:

A consultation meeting is scheduled to be held on August 24, 2023. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors and Lincoln Township Trustees; and by regular mail to Polk County Planning & Development, North Polk Community School District, and Ankeny Community School District. Written comments regarding the proposed annexation may be received by staff within seven days following the meeting.

L. Transition of Taxes:

The City of Ankeny is not offering property tax abatement with this annexation.

M. Identification of Non-Consenting Property Owners and Legal Descriptions:

The representation of non-consenting properties is outlined in the following table and legal descriptions below:

Non-Consenting Properties	Acreage
1: Jason & Linda Wattonville	16.93
2: Grant T & Jodi Goldsberry	22.55
3: Patricia R & Timothy A Vogel	4.86
4: Jeremy & Teresa Nefzger	6.99
5: Jeremy & Teresa Nefzger	8.14
6: Dennis M Gibson	7.852
7: Dennis M Gibson	3.828
8: Bobby R Mason Jr & Valeria J Mason	5.37
Total Non-Consenting Property Acreage	76.52

LEGAL DESCRIPTIONS:

1. JASON & LINDA WATTONVILLE

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00321-003-000

LEGAL DESCRIPTION:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

AREA OF PROPERTY 16.93 ACRES.

2. GRANT T & JODI GOLDSBERRY

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00514-504-000

LEGAL DESCRIPTION:

LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 22.55 ACRES.

3. TIMOTHY A & PATRICIA R VOGEL

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00514-503-000

LEGAL DESCRIPTION:

LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 4.86 ACRES.

4. **JEREMY & TERESA NEFZGER**

POLK COUNTY DISTRICT/PARCEL NUMBER:

250/00514-502-000

LEGAL DESCRIPTION:

LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 6.99 ACRES.

5. **JEREMY & TERESA NEFZGER**

POLK COUNTY DISTRICT/PARCEL NUMBER:

250/00514-508-000

LEGAL DESCRIPTION:

OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 8.14 ACRES.

6. **DENNIS M GIBSON**

POLK COUNTY DISTRICT/PARCEL NUMBER:

250/00514-501-001

LEGAL DESCRIPTION:

LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394.

AREA OF PROPERTY 3.828 ACRES.

7. **DENNIS M GIBSON**

POLK COUNTY DISTRICT/PARCEL NUMBER:

25000514-505-001

LEGAL DESCRIPTION:

OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112.

AREA OF PROPERTY 7.852 ACRES.

8. **BOBBY R MASON JR & VALERIA J MASON**

POLK COUNTY DISTRICT/PARCEL NUMBER:

250/00317-001-001

LEGAL DESCRIPTION:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING.

AREA OF PROPERTY 5.37 ACRES.

N. Parcel Acreage and Percentage of Consenting, Non-Consenting, and Public Right-of-Way:

The following table outlines the acreage of each property, as well as road right-of-way, within the annexation territory:

Consenting Properties	Acreage
1: Richard R & Stacey Martin	57.895
2: Northstar LTD	78.18
3: Hope Kimberley LLC	60.51
4: Hope Kimberley LLC	12
5: Hope Kimberley LLC	8
6: Hope Kimberley LLC	20
7: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	37.73
8: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	38.636
9: A Byron & Cheryl C Gustafson	20.21
10: DRA Properties LLC	0.54
11: Gene C Hildreth Jr.	11.94
Total Consenting Property Acreage	345.641
Non-Consenting Properties	Acreage
1: Jason & Linda Wattonville	16.93
2: Grant T & Jodi Goldsberry	22.55
3: Patricia R & Timothy A Vogel	4.86
4: Jeremy & Teresa Nefzger	6.99
5: Jeremy & Teresa Nefzger	8.14
6: Dennis M Gibson	7.852
7: Dennis M Gibson	3.828
8: Bobby R Mason Jr & Valeria J Mason	5.37
Total Non-Consenting Property Acreage	76.52
Total Annexation (minus road right-of-way)	422.161
Polk County Road Right-of-Way	12.51
Total Annexation Acres	434.671

O. Map of Annexation Territory Related to the City of Ankeny:

Maps included depict the annexation territory, consenting landowners, public right-of-way, and the relationship of the annexation territory to Ankeny and surrounding cities.

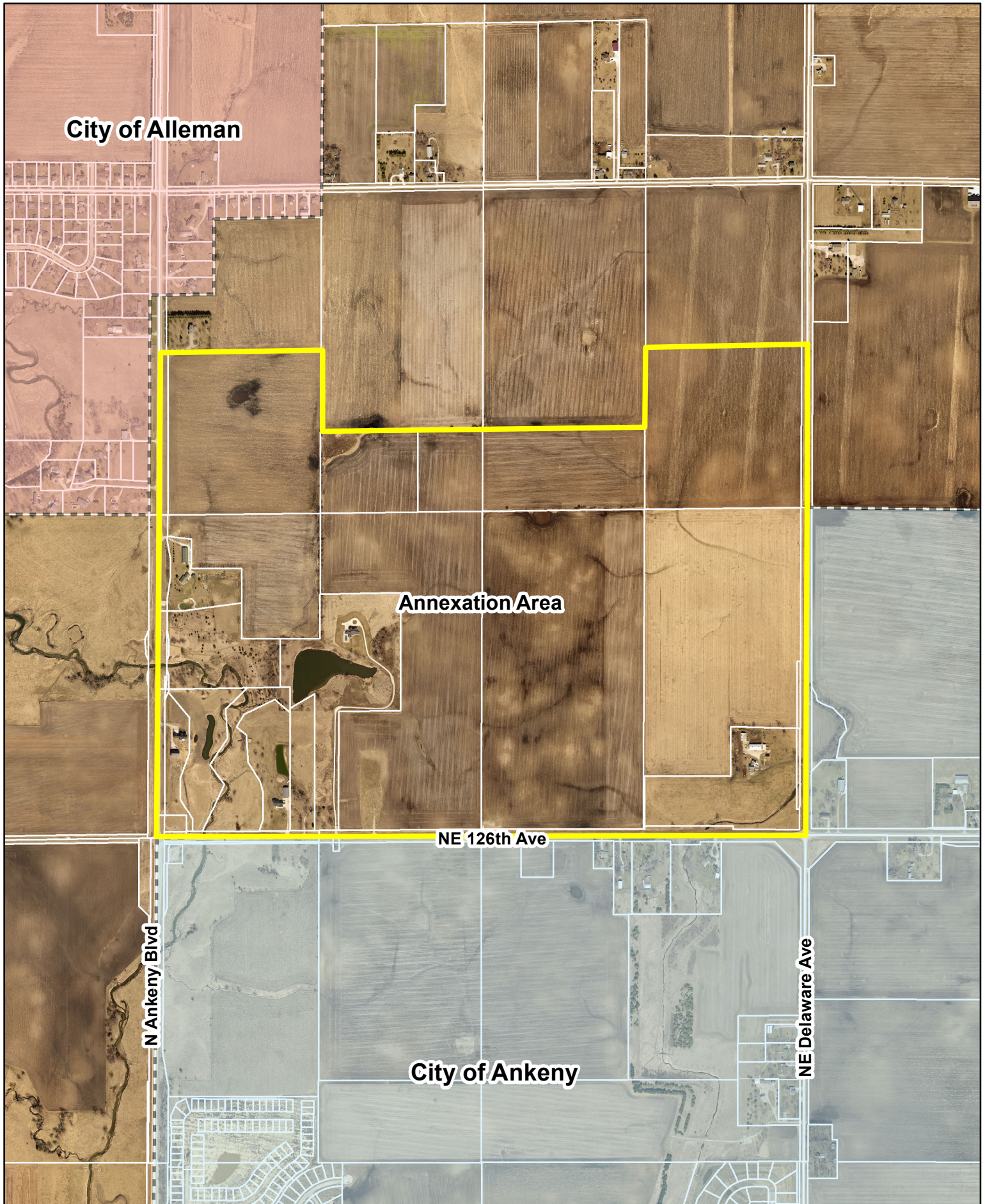
P. Property Taxes:

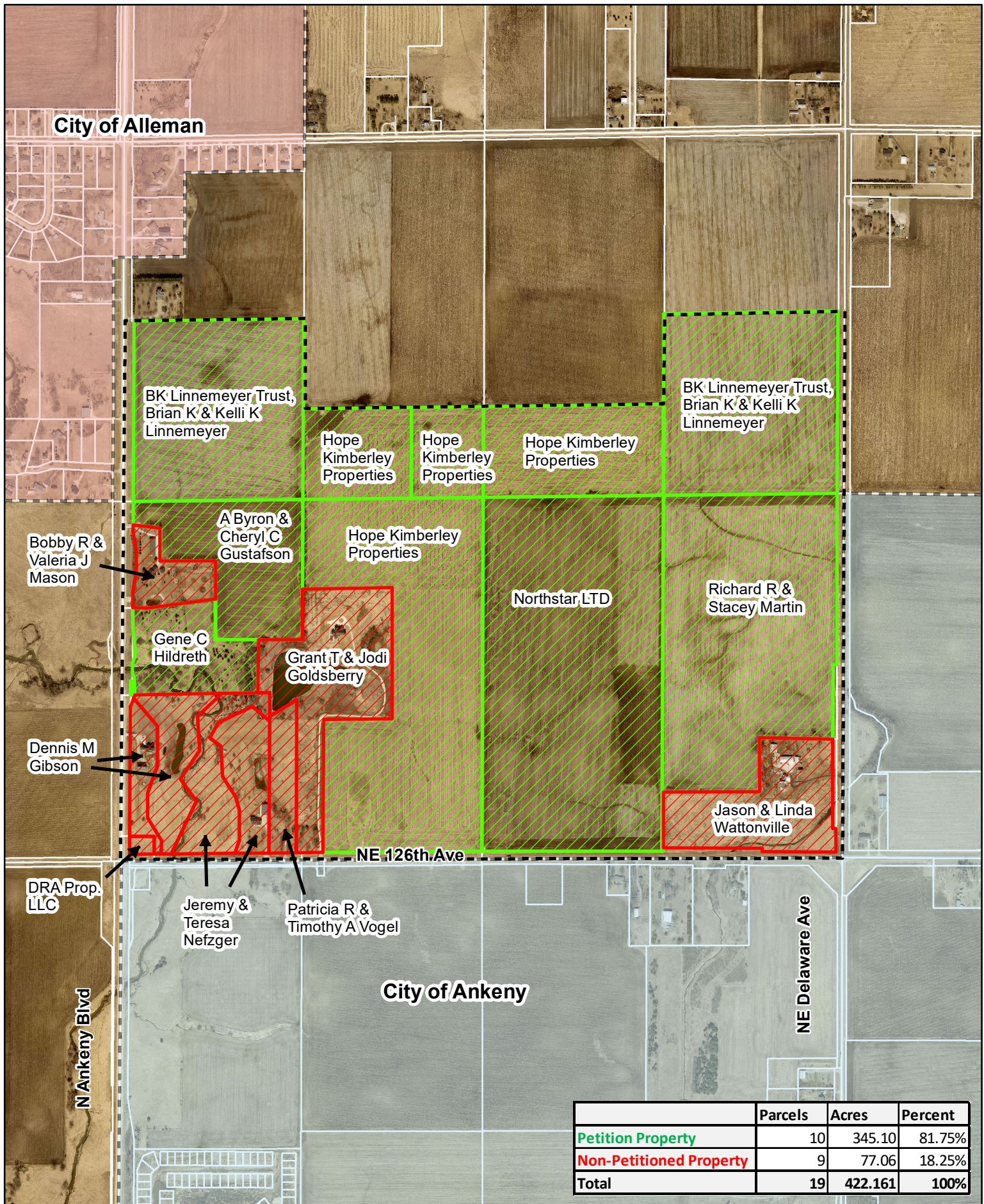
The following table sets forth an example of the property tax implications between Polk County and the City of Ankeny for a current residential property with an assessed valuation of \$150,000. The City of Ankeny will not be offering any property tax abatement with this annexation.

Jurisdiction	Valuation	Gross Tax
Polk County	\$150,000	\$3,010.05*
City of Ankeny	\$150,000	\$3,368.50*
*These numbers are an example and for reference only.		

Q. Impact on Other Governmental and Quasi-Governmental Entities:

If the annexation is approved, there will be no impact on any other governmental or quasi-governmental entities, except that the public water supply services will be transitioned from Des Moines Water Works to the City of Ankeny in accordance with the agreement for the transition of such services.







RECEIVED

NOV 18 2022

CITY OF ANKENY

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned Approx 4 Parcels totaling approx 100.51 Acres located

North of NE 126th Street between HWY 69 & NE Delaware Ave.

Legal Description (if necessary, provide attachment) _____

Outlot X Four Mile Four (Parcel # 250/00514/506/000) in Polk County;

and EX E 8 A - S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (Parcel # 250/00314-001-000) in Polk County;

and E 8 A S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (Parcel # 250/00314-002-000) in Polk County;

and S 1/2 SW 1/4 NE 1/4 SEC 25-81-24 (Parcel # 250-00311-006-000).

Property Owner(s): Hope Kimberley, LLC

Address: 2785 N. Ankeny Blvd. Suite 22 Ankeny, IA 50023

Address: _____

Phone #: 515-963-8335

Signed by: William Kimberley, Manager

Date: 11-16-2022

Property Owner Signature *

William Kimberley, Manager

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 16 day of November, 20 22, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this _____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this ___ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is the _____ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact William Kimberley
Address: 2785 N. Ankeny Blvd Suite 22 Ankeny, IA 50023
Phone #: 515-208-2101 or 515-963-8335
Signed by: William Kimberley Date: 11-16-2022
Applicant/Contact
William Kimberley
Name (Print/Type)

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

**CONSENT AND MINUTES IN LIEU OF THE
FIRST ORGANIZATIONAL MEETING OF
THE MEMBERS OF
HOPE KIMBERLEY, L.L.C.**

WHEREAS, the undersigned Members of Hope Kimberley, L.L.C., an Iowa limited liability company (the "Company"), desire that the action described in the following resolutions shall be taken;

NOW, THEREFORE, the undersigned, being all of the Members of Hope Kimberley, L.L.C., hereby consent to the taking of the action expressed in the following resolutions and hereby adopt the same, all as of the date hereof.

BE IT RESOLVED, that the Operating Agreement of the government of the Company, submitted to and reviewed by the Members, is hereby adopted as the Operating Agreement of the Company.

BE IT RESOLVED, that William B. Kimberley and Reza Kargarzadeh are each appointed as a Manager of the Company and shall serve in that capacity until successors are elected in accordance with the Operating Agreement.

BE IT RESOLVED, That the following persons are appointed to the offices designated below until their successors are duly elected and have qualified, or they are otherwise removed in accordance with the provisions of the Company's Operating Agreement:

<u>Name:</u>	<u>Office:</u>
Reza Kargarzadeh	President
William B. Kimberley	Vice-President
Jenna Kimberley	Vice-President
Tim Day	Secretary
Jordan Kramer	Treasurer
Vern Boersma	Vice-President

In connection with these positions, the above-named persons shall have authority to execute documents on behalf of the Company solely as to the following: signing checks, agreements to purchase land for development, and deeds and other customary closing documents as part of the Company's acquisition or disposition of land to the extent such authority is in accordance with the provisions of the Company's Operating Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

Dated as of the 14th day of July, 2021.

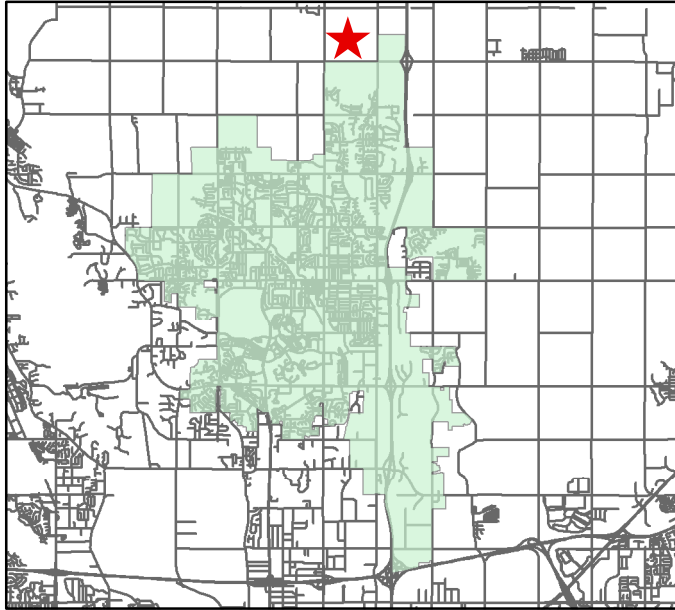
**RAINWATER INVESTMENTS,
L.L.C., Member**


By: William B. Kimberley, Manager

**HOPE DEVELOPMENT &
REALTY, LLC, Member**

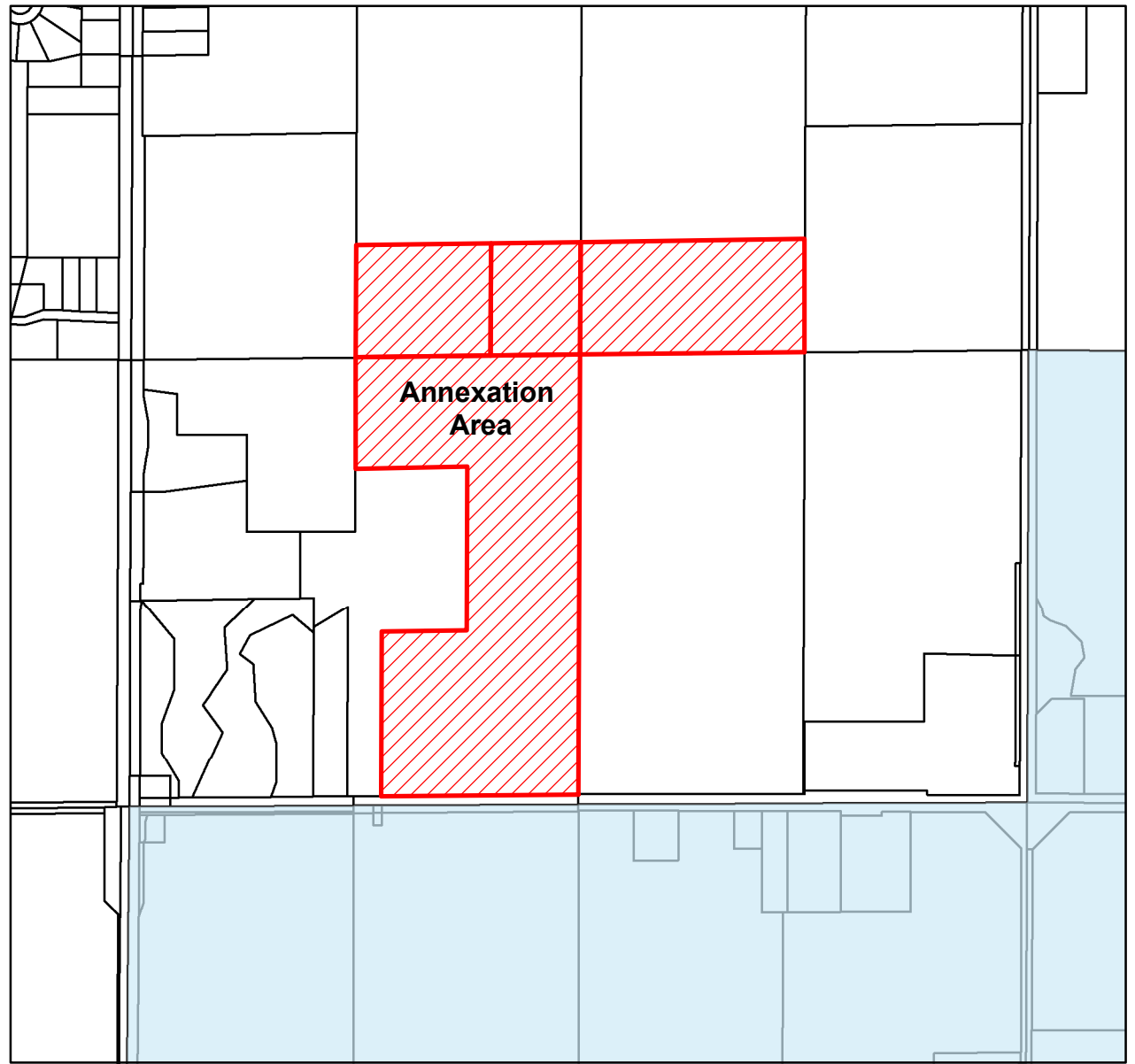

By: Reza Kargarzadeh, Manager

Vicinity Map



LEGAL DESCRIPTION

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.



1 inch = 1,000 feet

Annexation Map

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00514-506-000

250/00314-001-000

250/00314-002-000

250/00311-000-000

Property Owners: Hope Kimberley LLC

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

Sheet No.

1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned East side of Highway 69 near NE 126th Avenue in Polk County, Iowa

Legal Description (if necessary, provide attachment) Southwest 1/4 of the Northwest 1/4 of Section 25-81N-24W

Property Owner(s): BK Linnemeyer Trust; Brian K. Linnemeyer Trustee, Kelli K. Linnemeyer Trustee

Address: 14205 G36 Highway

Address: Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by:  **Date:** 12-7-2022

*Property Owner Signature **

Brian K. Linnemeyer

Name (Print/Type)

 **Date:** 12-7-2022

Property Owners Signature

Kelli K. Linnemeyer

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 20 22, before me,
a Notary Public in and for Polk County, personally appeared
Brian K. Linnemeyer to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



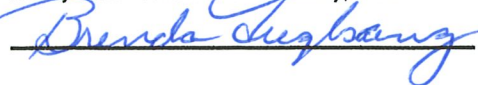
(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 20 22, before me,
a Notary Public in and for Polk County, personally appeared
Kelli K. Linnemeyer to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this ___ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is the _____ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Brian K. Linnemeyer

Address: 14205 G36 Highway Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by: 
Applicant/Contact

Date: 12-7-2022

Brian K. Linnemeyer

Name (Print/Type)

***If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.**

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

CERTIFICATE OF TRUST EXISTENCE
BK LINNEMEYER TRUST

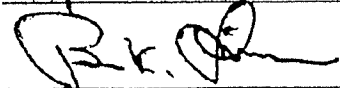
The undersigned **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** do hereby state and depose as follows:

1. The Grantors of this Trust are **Brian K. Linnemeyer** and **Kelli K. Linnemeyer**.
2. The Trust is revocable by the Grantors.
3. The undersigned, **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** are the Trustees for BK Linnemeyer Trust under agreement dated 4-20-2020, 2020. The Grantors are Trustee Appointers and at any time may appoint any one or more additional Trustees.
 - a. **Brian K. Linnemeyer** or **Kelli K. Linnemeyer** may serve as sole Trustee or jointly with either **Gracie M. Mueller** and **Hannah C. Linnemeyer**.
 - b. In the event that neither **Brian K. Linnemeyer** nor **Hannah C. Linnemeyer** is able or to serve as Successor Co-Trustee, then **Gracie M. Mueller** and **Hannah C. Linnemeyer** shall serve as Successor Co-Trustees. If either **Gracie M. Mueller** or **Hannah C. Linnemeyer** are unable to serve, either **Gracie M. Mueller** or **Hannah C. Linnemeyer** shall serve as successor sole trustee.
4. Title to assets held in this Trust shall be titled as **BK LINNEMEYER Trust** and any amendments thereto.
5. Any alternative description shall be effective to title assets in the name of the Trust or to designate the Trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the Trust.
6. Excerpts from the Trust Agreement that establish the Trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee(s) include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
7. **The terms of the Trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.**
8. Said Trust has been in existence since its creation on April 20, 2020 and continues to be held and administered by Trustee(s) in accordance with the terms and provisions of said Trust Agreement and has not been revoked, modified, or amended in any manner which would cause the representations to be incorrect.
9. Said Trust is not under continuing court supervision pursuant to Iowa Code §633.10(4).

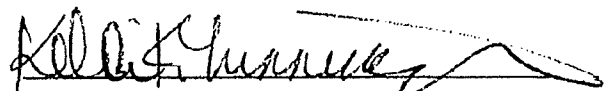
We declare the foregoing statements to be true and correct under penalty of perjury.

IN WITNESS WHEREOF we have signed this Certificate of Trust Existence on

April 20, 2020 at Altoona, Iowa.

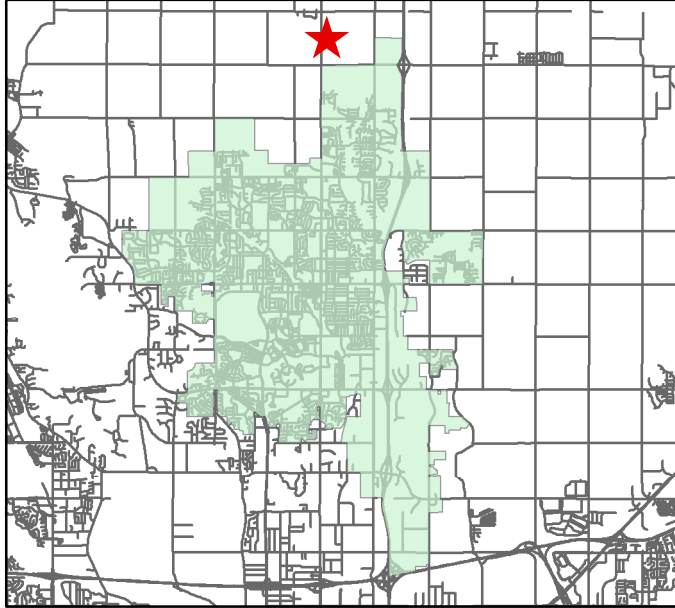


Brian K. Linnemeyer, Trustee



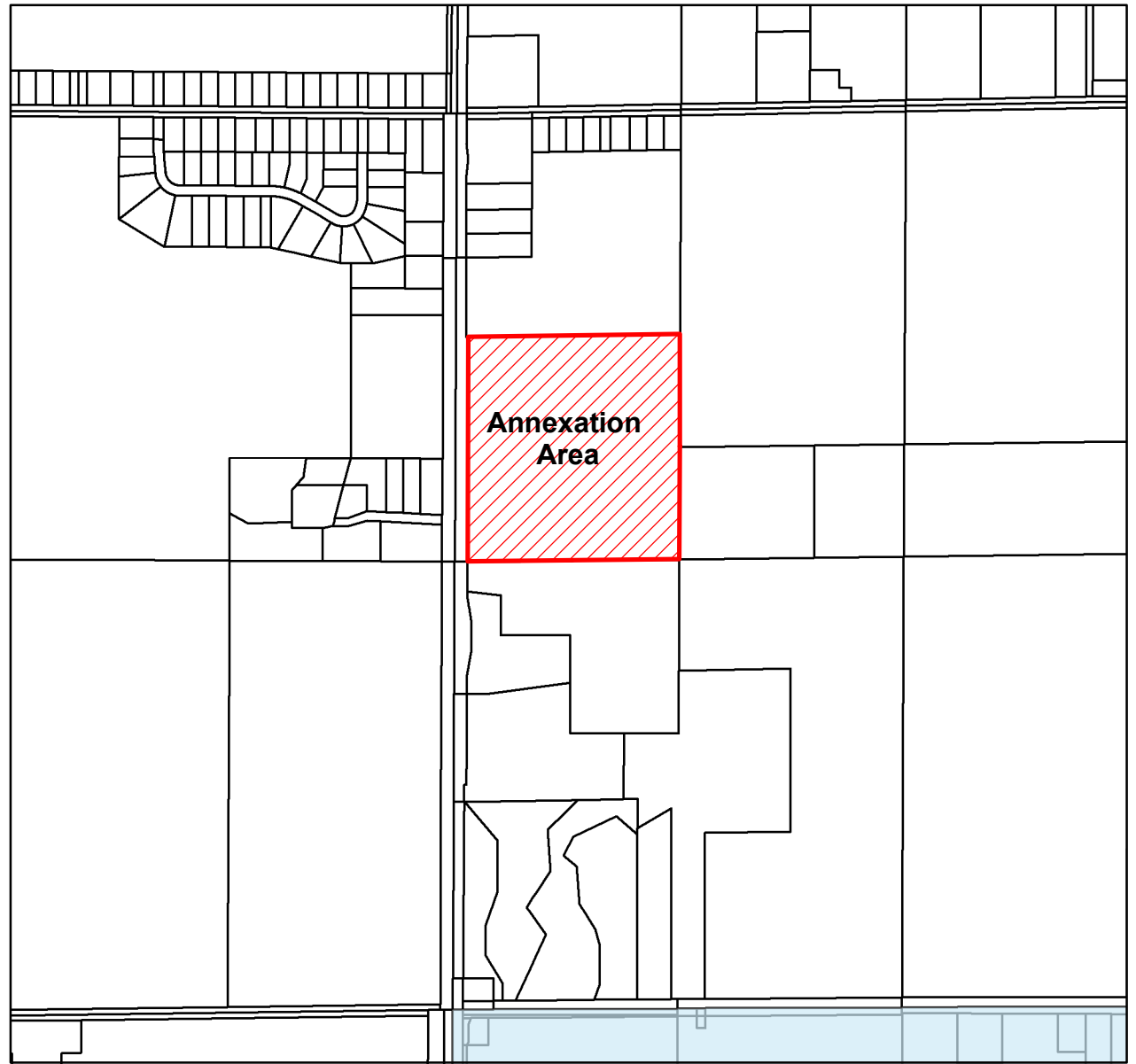
Kelli K. Linnemeyer, Trustee

Vicinity Map



LEGAL DESCRIPTION

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00313-002-000

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned West side of Delaware near NE 126th Avenue in Polk County, Iowa

Legal Description (if necessary, provide attachment) Southeast 1/4 of the Northeast 1/4 of Section 25-81N-R24W

Property Owner(s): BK Linnemeyer Trust; Brian K. Linnemeyer Trustee, Kelli K. Linnemeyer, Trustee

Address: 14205 G36 Highway

Address: Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by:  **Date:** 12-7-2022
*Property Owner Signature **

Brian K. Linnemeyer

Name (Print/Type)

 **Date:** 12-7-2022
Property Owners Signature

Kelli K. Linnemeyer

Name (Print/Type)

Date: _____
Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me,
a Notary Public in and for Polk County, personally appeared
Brian K. Linnemeyer, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



(Notary Stamp) 

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me,
a Notary Public in and for Polk County, personally appeared
Kelli K. Linnemeyer, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



(Notary Stamp) 

STATE OF IOWA, COUNTY OF POLK, ss

On this ___ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is the _____ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Brian K. Linnemeyer

Address: 14205 G36 Highway Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by: 
Applicant/Contact

Date: 12-7-2022

Brian K. Linnemeyer

Name (Print/Type)

***If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.**

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

CERTIFICATE OF TRUST EXISTENCE
BK LINNEMEYER TRUST


The undersigned **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** do hereby state and depose as follows:

1. The Grantors of this Trust are **Brian K. Linnemeyer** and **Kelli K. Linnemeyer**.
2. The Trust is revocable by the Grantors.
3. The undersigned, **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** are the Trustees for BK Linnemeyer Trust under agreement dated 4-20-2020, 2020. The Grantors are Trustee Appointers and at any time may appoint any one or more additional Trustees.
 - a. **Brian K. Linnemeyer** or **Kelli K. Linnemeyer** may serve as sole Trustee or jointly with either **Gracie M. Mueller** and **Hannah C. Linnemeyer**.
 - b. In the event that neither **Brian K. Linnemeyer** nor **Hannah C. Linnemeyer** is able or to serve as Successor Co-Trustee, then **Gracie M. Mueller** and **Hannah C. Linnemeyer** shall serve as Successor Co-Trustees. If either **Gracie M. Mueller** or **Hannah C. Linnemeyer** are unable to serve, either **Gracie M. Mueller** or **Hannah C. Linnemeyer** shall serve as successor sole trustee.
4. Title to assets held in this Trust shall be titled as **BK LINNEMEYER Trust** and any amendments thereto.
5. Any alternative description shall be effective to title assets in the name of the Trust or to designate the Trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the Trust.
6. Excerpts from the Trust Agreement that establish the Trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee(s) include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
7. The terms of the Trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.
8. Said Trust has been in existence since its creation on April 20, 2020 and continues to be held and administered by Trustee(s) in accordance with the terms and provisions of said Trust Agreement and has not been revoked, modified, or amended in any manner which would cause the representations to be incorrect.
9. Said Trust is not under continuing court supervision pursuant to Iowa Code §633.10(4).

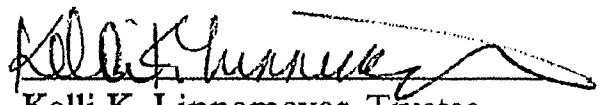
We declare the foregoing statements to be true and correct under penalty of perjury.

IN WITNESS WHEREOF we have signed this Certificate of Trust Existence on

April 20, 2020 at Altoona, Iowa.

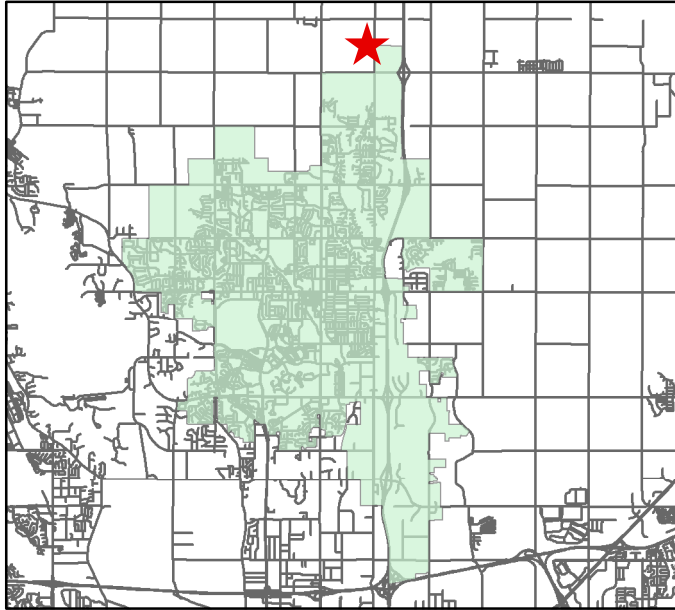


Brian K. Linnemeyer, Trustee



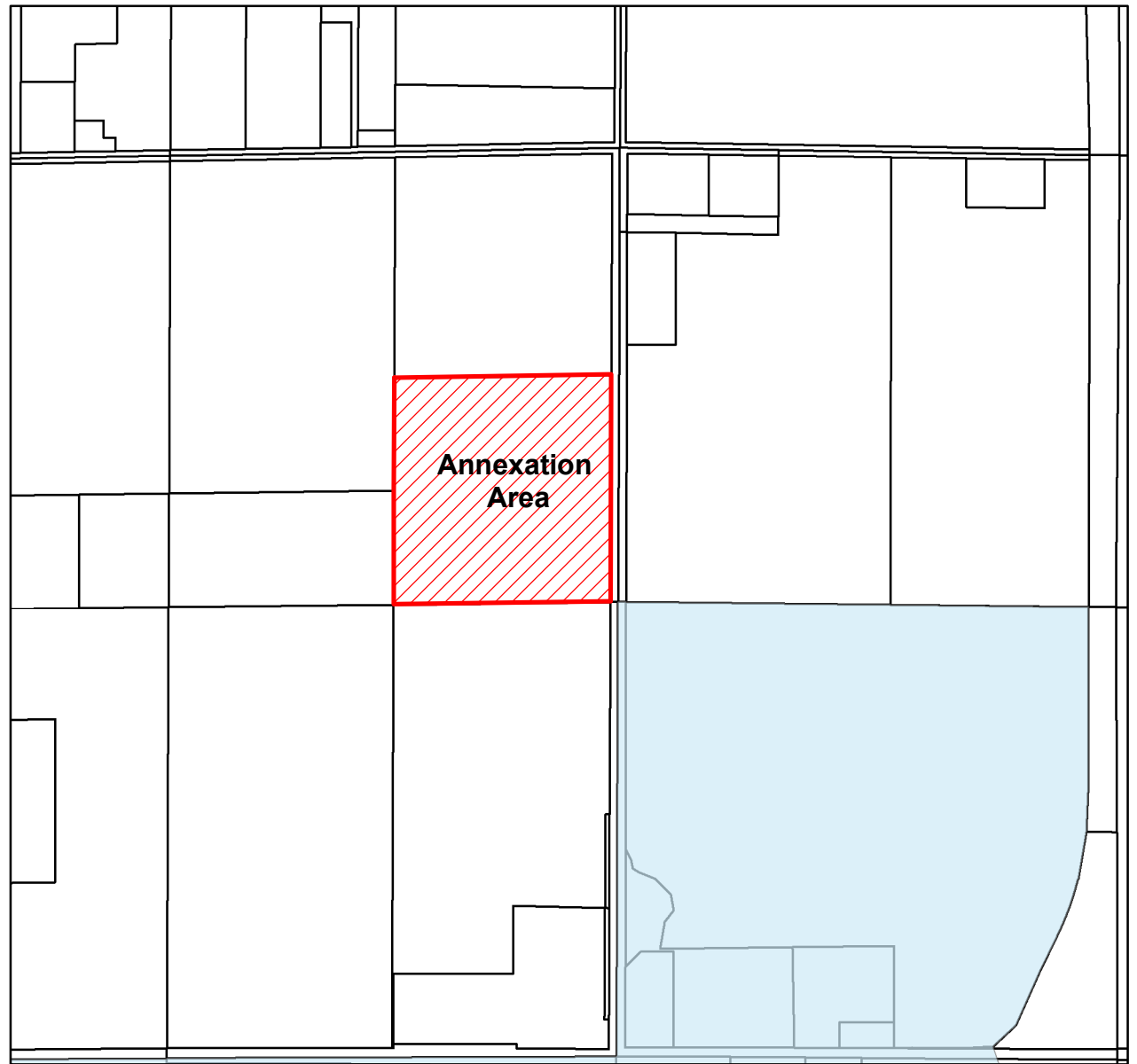
Kelli K. Linnemeyer, Trustee

Vicinity Map



LEGAL DESCRIPTION

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00309-002-000

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned A 58.26 acre parcel, 864 feet north of the northwest corner of the NE 126th Avenue and NE 22nd Street intersection
Geoparcel 8124-25-400-002

Legal Description (if necessary, provide attachment) See Attached Exhibit A

Property Owner(s): Richard e Stacey Martin
Address: 2485 N.W. 70th Ave
Address: Ankeny Iowa 50023
Phone #: 515-669-4819

Signed by: Richard Martin Date: 1-5-2023
Property Owner Signature *

Richard Martin
Name (Print/Type)

Stacey Martin Date: 1-5-2023
Property Owners Signature
Stacey C. Martin
Name (Print/Type)

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 5th day of January, 2023, before me,
a Notary Public in and for Polk County, personally appeared
Richard Martin to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

Kathy Dozler

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this 5th day of January, 2023, before me,
a Notary Public in and for Polk County, personally appeared
Stacey Martin to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

Kathy Dozler

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this ___ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is the _____ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Richard e Stacey Martin
Address: 2485 N.W. 70th Ave Aukema Iowa 50023
Phone #: 515-669-4819
Signed by: Richard Martin Date: 1-5-2023
Applicant/Contact
Richard Martin Stacey Martin
Name (Print/Type)

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

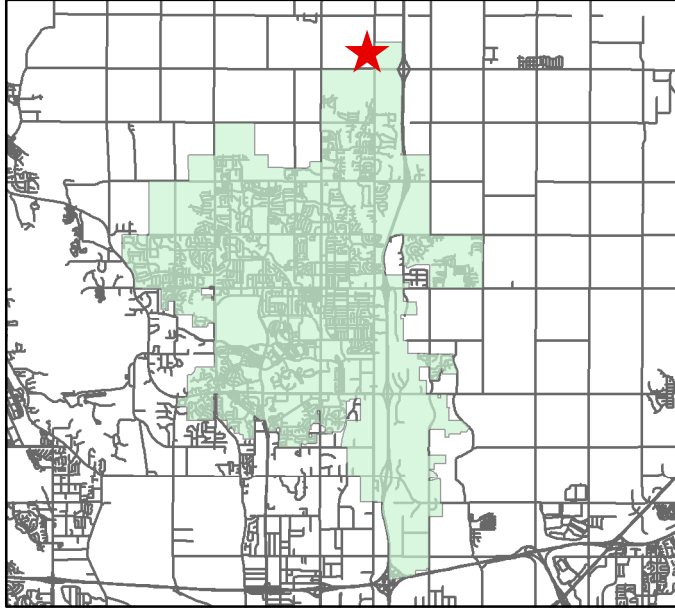
If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

EXHIBIT A

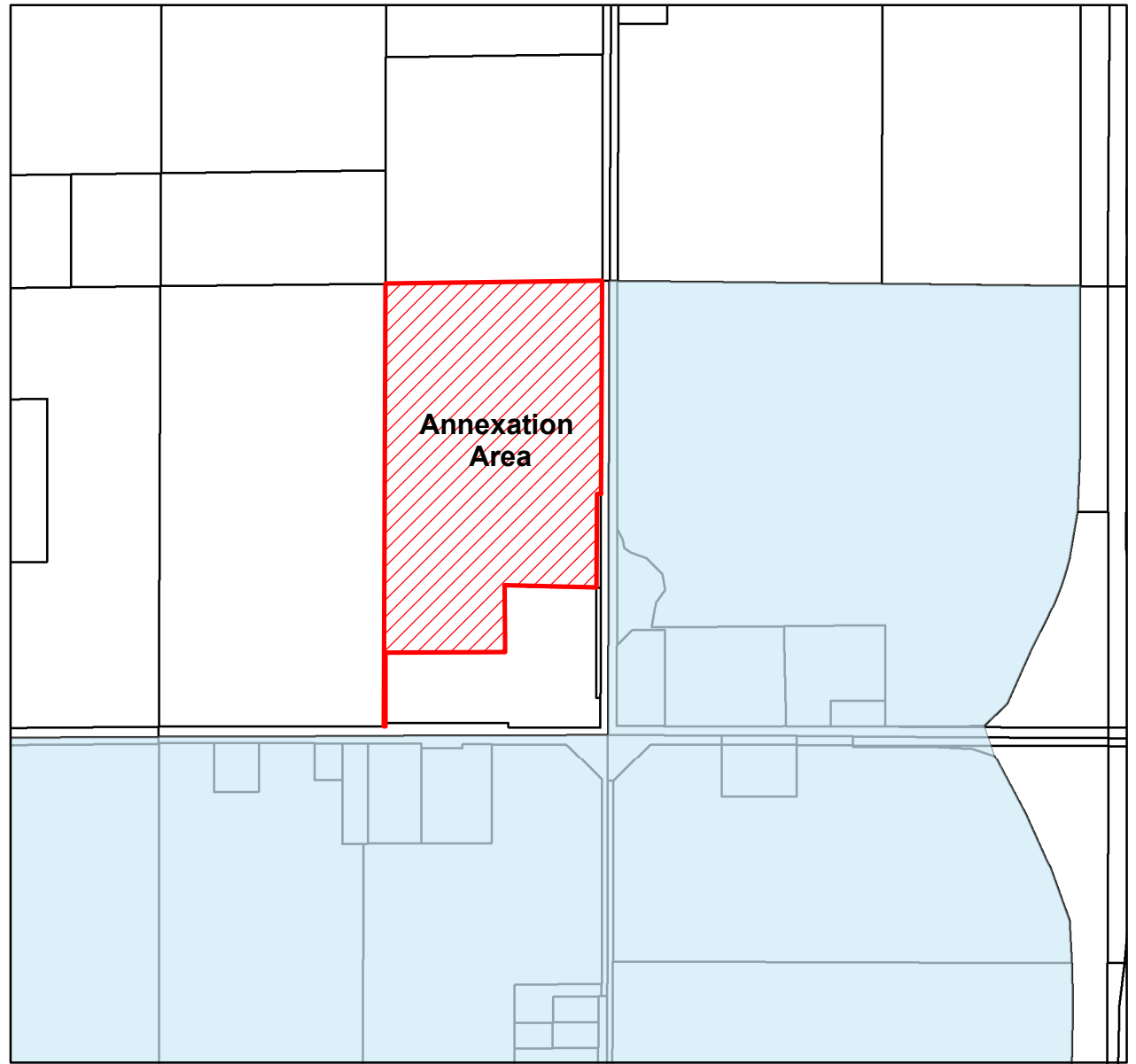
The E 1/2 of the SE 1/4 of Section 25, Township 81 North, Range 24 West of the 5th P.M. Polk County, Iowa, except that part described as: Beginning at the Southeast corner of said Section 25; thence North along the East line of said Section 25 a distance of 864.2 feet; thence N88°17'W, 609.8 feet; thence S0°16'E, 396.4 feet; thence West 703 feet; thence S0°34'E, 486 feet; thence East along the South line of said Section 25 a distance of 1306.2 feet to the Point of Beginning and EXCEPT that part conveyed to Polk County recorded in Book 5809, Page 112 and except established road.

Vicinity Map



LEGAL DESCRIPTION

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: Richard R & Stacey Martin

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00321-005-000

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 20.21 acre parcel, 1/2 mile north of the NE corner of the NE 126th Ave and NE 14th St intersection.

Legal Description (if necessary, provide attachment) The part of the NW ¼ of the SW ¼ of Section 25, Township 81 North, Range 24 West
of the 5th P.M., lying North and East of a line beginning 1,146.74 feet North and 75 feet East of the SW corner of said NW ¼ of the SW ¼; thence S83 degrees 00'E, 198 feet; thence S0 degrees 00'E, 240 feet;
thence N90 degrees 00'E, 410 feet; thence S0 degrees 00'E, 575.53 feet, thence East to East line of said NW ¼ of the SW ¼, all now included in and forming a part of Polk County, Iowa, subject to easements of record.

Property Owner(s): A Byron Gustafson
Address: 1210 SW Lynn Drive
Address: Ankeny IA 50023
Phone #: 515-202-4962

Signed by: A Byron Gustafson **Date:** 1-9-2023
*Property Owner Signature**
A. Byron Gustafson
Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

Date: _____

Property Owners Signature

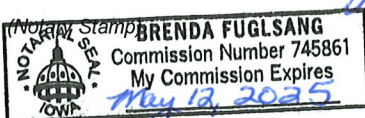
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 9th day of January, 2023, before me,
a Notary Public in and for Polk County, personally appeared
A. Byron Gustafson, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

Brenda Fuglsang



STATE OF IOWA, COUNTY OF POLK, ss

On this _____ day of _____, 20____, before me,
a Notary Public in and for Polk County, personally appeared
_____, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this ___ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is the _____ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact A Byron Gustafson
Address: 1210 SW Lynn Drive Ankeny IA 50023
Phone #: 515-202-4962
Signed by: A Byron Gustafson Date: 1-9-2023
Applicant/Contact
A Byron Gustafson
Name (Print/Type)

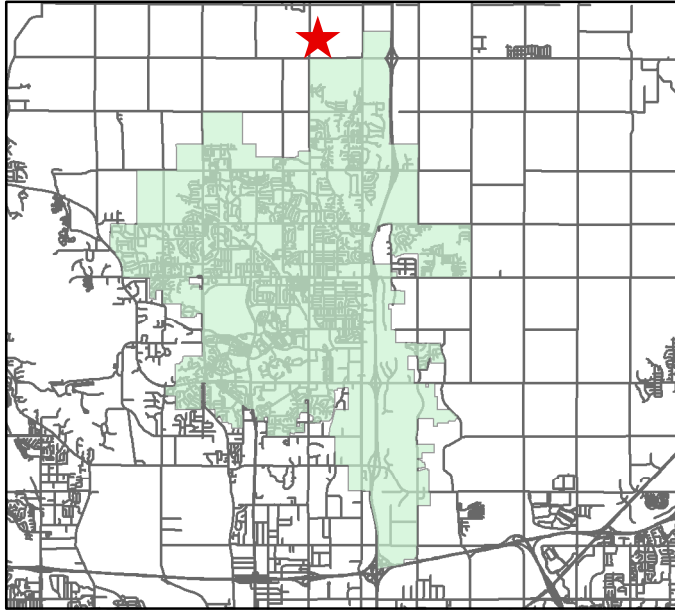
*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

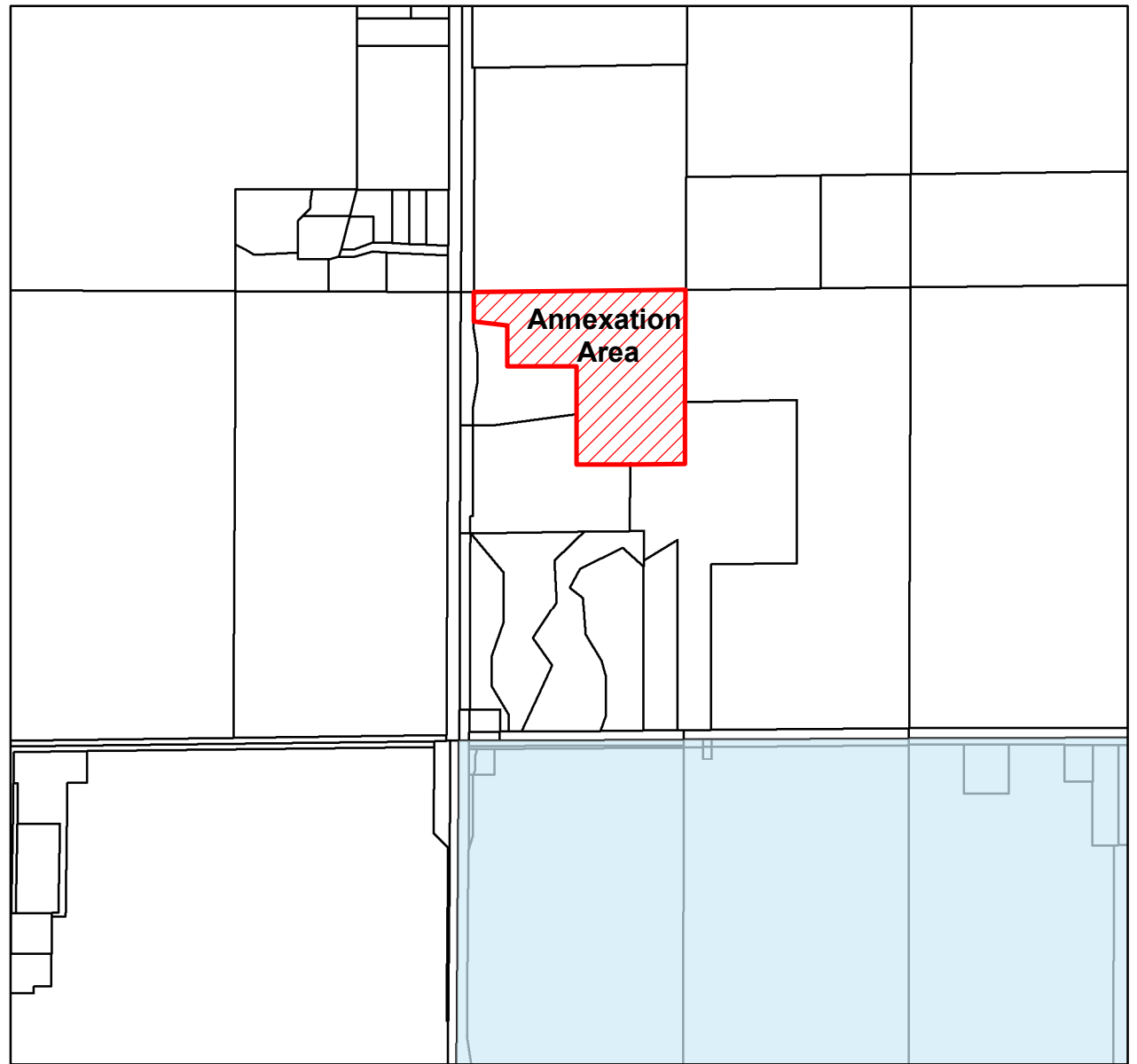
**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

Vicinity Map



LEGAL DESCRIPTION

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.



1 inch = 1,000 feet

Annexation Map

Property Owners: A Byron & Cheryl C Gustafson

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00317-002-000

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: September 7, 2023



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned A 78.18 acre parcel, located a quarter mile west of the northwest corner of the intersection of NE 22nd St and NE 126th Ave

Legal Description (if necessary, provide attachment) The West Half (W1/2) of the Southeast Quarter (SE1/4) of Section 25, Township 81 North, Range 24 West of the 5th P.M., Polk County, Iowa.

Property Owner(s): Northstar, Ltd. By Sharon I. Johnson

Address: _____

Address: 21220 225th St. Grundy Center, IA 50638

Phone #: _____

Signed by: Sharon I. Johnson Date: 1-23-2023
Property Owner Signature*

Sharon I. Johnson
Name (Print/Type)

Property Owners Signature Date: _____

Name (Print/Type)

Property Owners Signature Date: _____

Name (Print/Type)

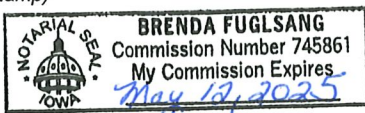
STATE OF IOWA, COUNTY OF POLK, ss

On this 23rd day of January, 2023, before me,
a Notary Public in and for Polk County, personally appeared
Sharon I. Johnson, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Brenda Fuglsang

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this _____ day of _____, 20____, before me,
a Notary Public in and for Polk County, personally appeared
_____, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this ___ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is the _____ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Northstar, L+D. By Sharon T. Johnson

Address: 21220 225th St. Grundy Center, Iowa 50638

Phone #: (515) 250-4269

Signed by: Sharon T. Johnson Date: 1-23-2023
Applicant/Contact

Sharon T. Johnson
Name (Print/Type)

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

157931

FILED FOR RECORD
POLK COUNTY, IOWA

92 MAY 12 A 8:39
8:39.1 NORTHSTAR, LTD.

TIMOTHY J. BRIEN
RECORDER

RECEIVED

0430921444T.VA 15796ART9 SDS \$50.00

TO: THE SECRETARY OF STATE OF THE STATE OF IOWA: APR 30 2 36 PM '92

Pursuant to Section 201 of the Iowa Business Corporation Act, the undersigned corporation adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation shall be NORTHSTAR, LTD.

ARTICLE II

NORTHSTAR, LTD. shall have perpetual existence.

ARTICLE III

The principal office and place of business of NORTHSTAR, LTD. shall be at 1012 Grand, West Des Moines, Iowa 50265, and the initial registered office of NORTHSTAR, LTD. shall be at 1012 Grand, West Des Moines, Iowa 50265. The name of the initial registered agent at said address shall be Sharon I. Johnson.

ARTICLE IV

The purpose for which NORTHSTAR, LTD. is organized is to engage in and do any lawful act concerning any and all lawful business for which corporations may be organized under the Iowa Business Corporation Act.

ARTICLE V

The total authorized capital stock of NORTHSTAR, LTD. shall be One Million (1,000,000) shares of common stock. Said stock shall be issued on the order of the Board of Directors, and shall be fully paid for in cash or property at an evaluation determined in accordance with the provisions of the Iowa Business Corporation Act. Each share of common stock issued shall entitle the holder to one (1) vote in the conduct of the affairs of NORTHSTAR, LTD. Any unsubscribed and unissued stock remaining in the treasury of NORTHSTAR, LTD. shall have no voting power. NORTHSTAR, LTD. reserves and shall have a first lien upon the shares of any stock for any debts or liability by such shareholder owing to NORTHSTAR, LTD. Shares of stock of NORTHSTAR, LTD. are not transferable except as expressly provided in the Iowa Business Corporation Act and in the Bylaws of NORTHSTAR, LTD.

ARTICLE VI

The affairs of NORTHSTAR, LTD. shall be conducted by a Board of Directors consisting of not less than one (1) nor more than seven (7) members. Members of the Board of Directors shall hold office until the next annual meeting following their election, or until their successors have been duly elected and qualified at an annual meeting or special meeting called for that purpose. The name and address of the initial directors of NORTHSTAR, LTD. who shall hold office until the first annual meeting of shareholders, or until their successors have been duly elected and qualified are:

Sharon I. Johnson

ARTICLE VII

The officers of NORTHSTAR, LTD. shall be President, Vice-President, Secretary, Treasurer, and such officers as shall be authorized by the Board of Directors, or as provided for in the Bylaws. An officer may hold more than one office. Officers shall be elected by the Board of Directors, and shall hold office at the discretion of the Board of Directors. The officers of NORTHSTAR, LTD. who shall hold office until their successors have been appointed by the Board of Directors shall be:

President: Sharon I. Johnson
Vice-President: Sharon I. Johnson
Secretary: Sharon I. Johnson
Treasurer: Sharon I. Johnson

ARTICLE VIII

The name and address of each incorporator is:

Johnson Brothers of Ankeny, Ltd.
650 N.E. 110th Avenue
Ankeny, Iowa 50021

ARTICLE IX

No director shall be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except for such monetary damages arising for breach of the director's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, for a transaction from which the director derives an improper personal benefit, or under section 490.833 of the Iowa Code (1989).

ARTICLE X

These Articles of Incorporation may be changed, altered or amended at any authorized meeting of the stockholders, by vote of the stockholders representing a majority of the stock, except as otherwise provided herein.

28 day of April, 1992 IN WITNESS WHEREOF, I have hereunto set my hand, this

Johnson Brothers of Ankeny, Ltd.

Allen F. Johnson Sec.
By, Allen F. Johnson, Officer

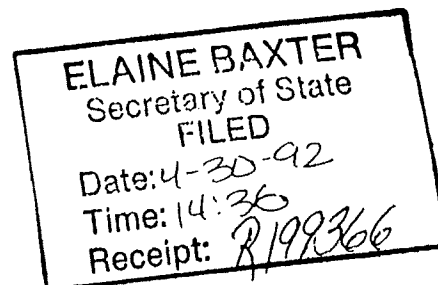
STATE OF IOWA
COUNTY OF POLK

)
) SS:
)

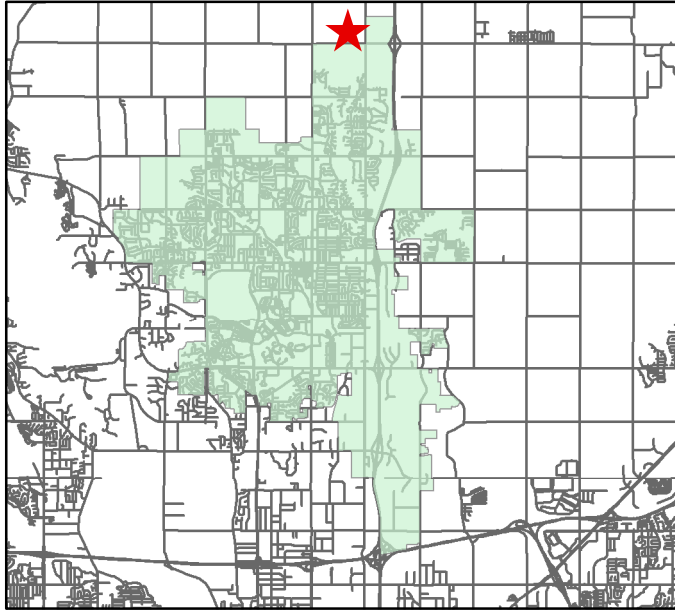
On this 28 day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen F. Johnson known to me or proved to me on the basis of satisfactory evidence to be the person named in and who executed the foregoing Articles of Incorporation of NORTHSTAR, LTD. on behalf of Johnson Brothers of Ankeny, Ltd. and he acknowledged to me that Johnson Brothers of Ankeny, Ltd. executed the same pursuant to a resolution of its board of directors.



Linda J. Paterson
Notary Public - State of Iowa

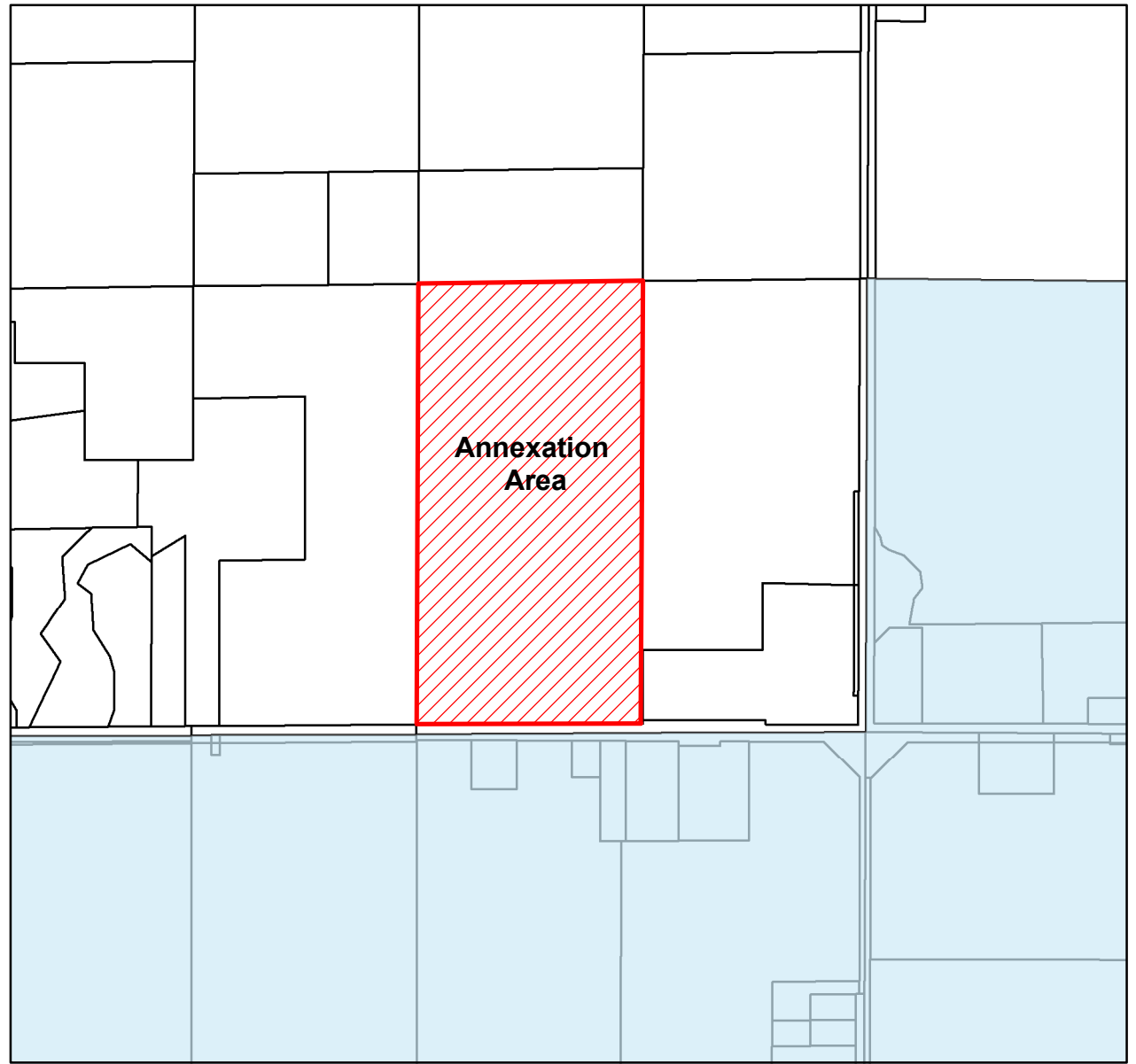


Vicinity Map



LEGAL DESCRIPTION

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: Northstar LTD

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00320-000-000

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 12951 NE 14th St, Alleman, IA 50007

Legal Description (if necessary, provide attachment) See attached Exhibit A.

Property Owner(s): Gene Hildreth
Address: 1022 Hoffman Avenue Des Moines, IA 50316
Address: _____
Phone #: 515-289-6380

Signed by: Gene Hildreth Date: 7-6-23
Property Owner Signature *
Gene Hildreth
Name (Print/Type)

Property Owners Signature Date: _____

Name (Print/Type)

Property Owners Signature Date: _____

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 6th day of July, 2023, before me, a Notary Public in and for Polk County, personally appeared Gene Hildreth, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Brenda Fuglsang

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this _____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this ___ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is the _____ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact

Gene Hildreth

Address: 1022 Hoffman Avenue Des Moines, IA 50316

Phone #: 515-289-6380

Signed by:

Gene Hildreth

Date: 7-6-23

Applicant/Contact

Gene Hildreth

Name (Print/Type)

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

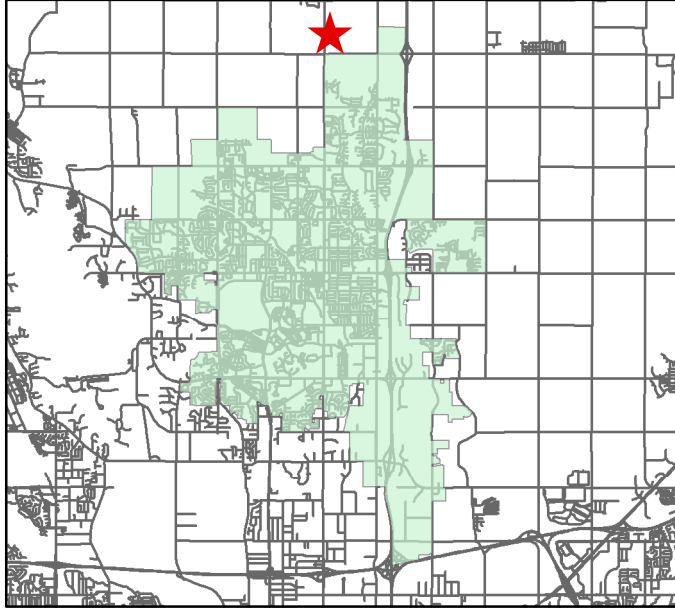
EXHIBIT A:

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763.

AND;

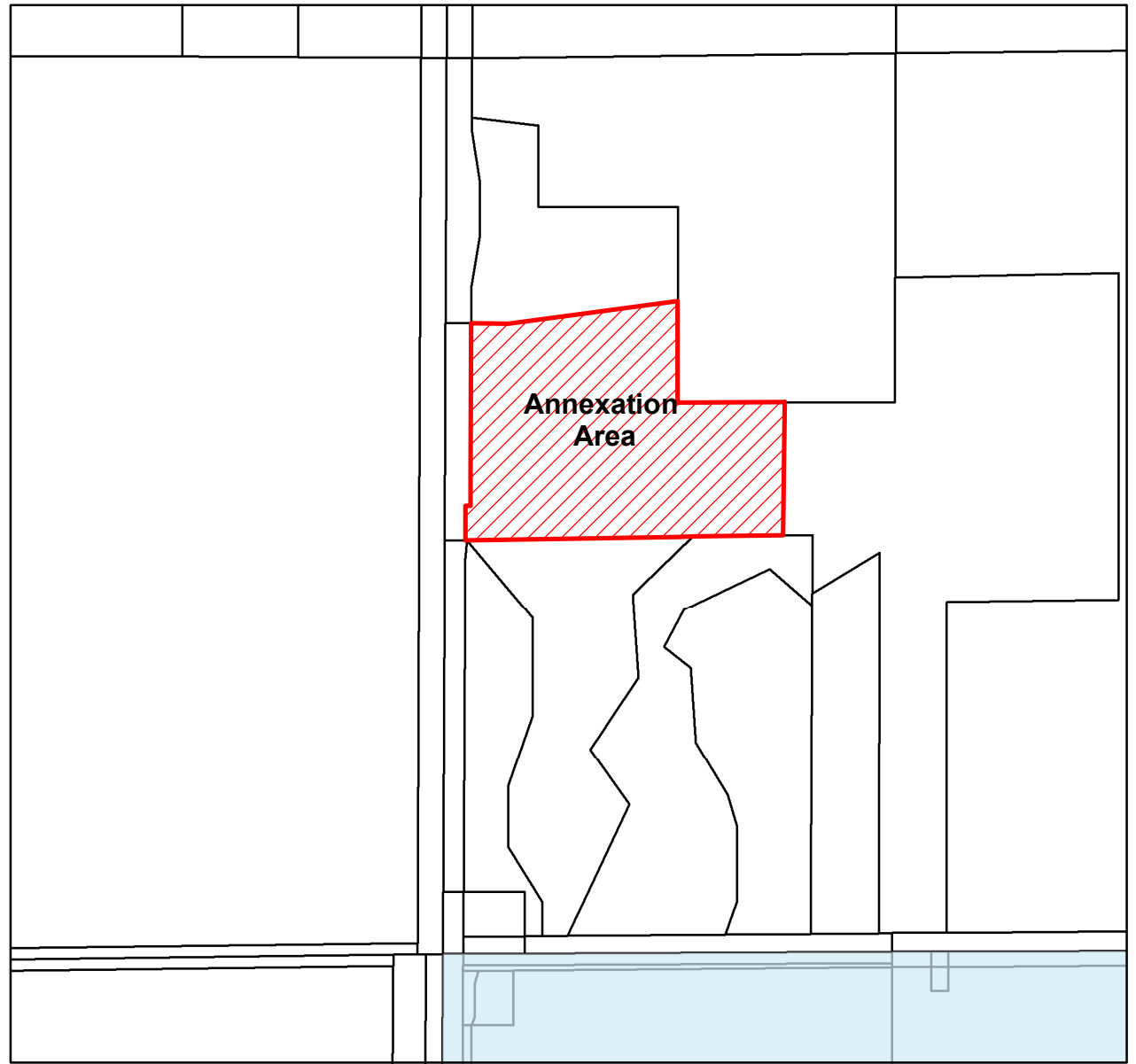
THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763.

Vicinity Map



LEGAL DESCRIPTION

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763.



1 inch = 500 feet

Annexation Map

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00515-001-002
250/00515-001-001

Property Owners: Gene C Hildreth Jr.

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: September 7, 2023

Notices mailed by certified mail to:

POLK COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

JAMES CHARLES FAUSCH, TRUSTEE
LINCOLN TOWNSHIP
RR 1 BOX 56
ALLEMAN, IA 50007

STEVEN LEE, TRUSTEE
LINCOLN TOWNSHIP
4637 NW 118TH AVE
POLK CITY, IA 50226

LYNDA LEHMAN, CLERK
LINCOLN TOWNSHIP
15201 NW 16TH ST
SLATER, IA 50244

WAYNE REINHART, TRUSTEE
LINCOLN TOWNSHIP
12465 NE 6TH ST
ALLEMAN, IA 50007

Notices mailed by regular mail to:

BRET VANDELUNE
LAND USE PLANNING MANAGER
POLK COUNTY
5885 NE 14TH STREET
DES MOINES, IA 50313

MICHAEL KLINE, SUPERINTENDENT
NORTH POLK COMMUNITY SCHOOL
DISTRICT
13930 NE 6TH ST
ALLEMAN, IA 50007

DR. ERICK PRUITT, SUPERINTENDENT
ANKENY COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
306 SW SCHOOL ST

Meeting Date: AUGUST 24, 2023 – 10:00 AM

Meeting Location: ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

Attendance: ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT
JAKE HEIL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT
MICHAEL KLINE, SUPERINTENDENT, NORTH POLK COMMUNITY SCHOOL DISTRICT

Written comments received: *None received*



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-59:
Proposed SE Delaware Avenue & SE 54th Street Traffic Signal

EXECUTIVE SUMMARY:

The project includes the construction of a traffic signal at the intersection of SE Delaware Avenue & SE 54th Street, with medians, sidewalks, bus stops, and pedestrian ramps upgraded to ADA compliance. Pushbuttons will be provided for pedestrian crossings to and from all corners.

Construction was originally planned for fall 2023, but has been delayed to spring 2024 to provide time for Mid-American Energy to procure and relocate two transmission poles within the right-of-way on the east side of SE Delaware Avenue.

The improvements include constructing a new traffic signal, approximately 480 SY of 10.5" thick PCC Class C-SUD street pavement, 110 SY of 5" thick PCC sidewalk, 60 SY of 6" thick PCC sidewalk, with

Class 10 excavation, subgrade preparation, modified subbase, pavement markings, installing 6,680 LF of fiber optic cable, 3,630 LF of 2" conduit for fiber optic cable, fiber optic equipment and splices, temporary traffic control, erosion control, completing final surface restoration, and miscellaneous associated work.

The City will furnish the combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, fiber optic cable, and overhead street name signs for contractor installation.

The bid opening for the project was held on Tuesday, October 31, 2023. Five (5) bids were received as follows:

1. Jasper Construction Services \$436,109.00
2. Absolute Group \$471,602.75
3. TK Concrete, Inc. \$500,850.00
4. All Star Concrete, LLC \$508,934.50
5. Concrete Connection, LLC \$536,000.00

The engineer's cost opinion for the project was \$626,496.00. The bids ranged from approximately 14% to 30% below the engineer's cost opinion. The City reviewed the bid results internally, and with the project's engineering consultant, Snyder & Associates. Jasper Construction Services has completed other projects for the City, and they have the technical experience to undertake this project. It is recommended that the project be awarded to Jasper Construction Services of Newton, Iowa.

Pending project approval and award by the City Council, the contractor may start the project no earlier than April 15 and no later than May 13, 2024, and will be required to substantially complete the overall project within sixty (60) working days. Ten (10) additional working days are allowed for final site restoration and punch list completion.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$626,496.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SE Delaware Avenue & SE 54th Street Traffic Signal

3. Receive and file the report of bids received on October 31, 2023.

4. Approve Resolution, making award of construction contract to Jasper Construction Services of Newton, Iowa.

5. Approve Resolution, approving contract and bonds with Jasper Construction Services in the amount of \$436,109.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023: Council approved a development agreement with M-H Property Enterprises concerning construction of a traffic signal at SE Delaware Avenue & SE 54th Street.

October 2, 2023: Construction of the project was initiated by the City Council, and public hearing was set for November 6, 2023.


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-59.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-59

5:30 P.M.

NOVEMBER 6, 2023

PROPOSED SE DELAWARE AVENUE & SE 54TH STREET TRAFFIC SIGNAL

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 SE Delaware Avenue & SE 54th Street Traffic Signal project. Notice of this hearing was published in the Des Moines Register on the 20th day of October, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close Public Hearing 2023-59.

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 SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL", 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 SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

WHEREAS, on the 2nd day of **October**, 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 SE Delaware Avenue and SE 54th Street Traffic Signal; 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 6th day of November, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
11/6/23

BID LETTING

10:30 A.M.

OCTOBER 31, 2023

SE DELAWARE AVENUE & SE 54TH STREET TRAFFIC SIGNAL

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Delaware Avenue & SE 54th Street Traffic Signal project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 625,446⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	Jasper Construction Services 928 N. 19 th Ave E Newton, IA 50208	436,000 ⁰⁰	_____
2) _____	Concrete Connection LLC 5170 NW Beaver Drive Johnston, IA 50131	536,000 ⁰⁰	_____
3) _____	TK Concrete Inc 1608 Fifield Road Pella, IA 50219	500,850 ⁰⁰	_____
4) _____	Absolute Group PO Box 430 Granger, IA 50109	471,602 ⁷⁵	_____
5) _____	All Star Concrete LLC 4989 NW Johnston Dr Johnston, IA 50131	508,934 ⁵⁰	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of November 6, 2023 at 5:30 P.M.

ATTEST:

Mark Mueller

Mark Mueller, Public Works Director

Michelle Yuska
Michelle Yuska, City Clerk

TABULATION OF BIDS

SE Delaware Avenue and SE 54th Street Traffic Signal

City of Ankeny

Project No. 123.0251.01

Bid Date/Time: October 31, 2023 at 10:3AM

						1		2	
						ENGINEER'S ESTIMATE		JASPER CONSTRUCTION SERVICES, INC. NEWTON, IOWA	
								ABSOLUTE CONCRETE CONSTRUCTION INC DBA ABSOLUTE GROUP GRANGER, IOWA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK									
2.1	Topsoil, Off-site	CY	59	\$ 60.00	\$ 3,540.00	\$ 60.00	\$ 3,540.00	\$ 57.50	\$ 3,392.50
2.2	Excavation, Class 10	CY	131	\$ 40.00	\$ 5,240.00	\$ 40.00	\$ 5,240.00	\$ 57.00	\$ 7,467.00
2.3	Subgrade Preparation	SY	527	\$ 10.00	\$ 5,270.00	\$ 5.00	\$ 2,635.00	\$ 2.25	\$ 1,185.75
2.4	Subbase, Special Backfill, 6 inches	SY	527	\$ 25.00	\$ 13,175.00	\$ 12.50	\$ 6,587.50	\$ 22.50	\$ 11,857.50
2.5	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
2.6	Temporary Granular Surface	TON	15	\$ 80.00	\$ 1,200.00	\$ 35.00	\$ 525.00	\$ 63.00	\$ 945.00
STREETS AND RELATED WORK									
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$ 125.00	\$ 59,750.00	\$ 120.00	\$ 57,360.00	\$ 125.00	\$ 59,750.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
7.3	Removal of Sidewalk	SY	163	\$ 20.00	\$ 3,260.00	\$ 18.00	\$ 2,934.00	\$ 16.50	\$ 2,689.50
7.4	Sidewalk, PCC, 5 In.	SY	106	\$ 60.00	\$ 6,360.00	\$ 75.00	\$ 7,950.00	\$ 76.00	\$ 8,056.00
7.5	Sidewalk, PCC, 6 In.	SY	57	\$ 90.00	\$ 5,130.00	\$ 85.00	\$ 4,845.00	\$ 82.00	\$ 4,674.00
7.6	Detectable Warnings	SF	132	\$ 55.00	\$ 7,260.00	\$ 60.00	\$ 7,920.00	\$ 45.00	\$ 5,940.00
7.7	Pavement Removal	SY	215	\$ 30.00	\$ 6,450.00	\$ 22.00	\$ 4,730.00	\$ 50.00	\$ 10,750.00
TRAFFIC CONTROL									
8.1	Traffic Signal	LS	1	\$ 288,000.00	\$ 288,000.00	\$ 195,000.00	\$ 195,000.00	\$ 187,579.00	\$ 187,579.00
8.2	Portable Dynamic Message Sign (PDMS)	CDA	35	\$ 150.00	\$ 5,250.00	\$ 65.00	\$ 2,275.00	\$ 125.00	\$ 4,375.00
8.3	Type III - 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$ 2,090.00	\$ 6,270.00	\$ 1,260.00	\$ 3,780.00	\$ 1,260.00	\$ 3,780.00
8.4	Type IV - 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$ 2,420.00	\$ 4,840.00	\$ 1,675.00	\$ 3,350.00	\$ 1,675.00	\$ 3,350.00
8.5	Install One (1) Fiber Optic Cable - 24 CT SM (City Provided)	LF	380	\$ 2.20	\$ 836.00	\$ 3.45	\$ 1,311.00	\$ 3.45	\$ 1,311.00
8.6	Install One (1) Fiber Optic Cable - 96 CT SM (City Provided)	LF	6300	\$ 2.75	\$ 17,325.00	\$ 2.20	\$ 13,860.00	\$ 2.20	\$ 13,860.00
8.7	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3630	\$ 22.00	\$ 79,860.00	\$ 7.50	\$ 27,225.00	\$ 7.50	\$ 27,225.00
8.8	Fiber Optic Splice	EA	56	\$ 70.00	\$ 3,920.00	\$ 30.00	\$ 1,680.00	\$ 30.00	\$ 1,680.00
8.9	Splice Case	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 205.00	\$ 410.00	\$ 205.00	\$ 410.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$ 800.00	\$ 1,600.00	\$ 194.00	\$ 388.00	\$ 194.00	\$ 388.00
8.11	Painted Pavement Marking, Durable	STA	11.5	\$ 300.00	\$ 3,450.00	\$ 550.00	\$ 6,325.00	\$ 550.00	\$ 6,325.00
8.12	Painted Symbols and Legends, Durable	EA	1	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$ 200.00	\$ 2,300.00	\$ 295.00	\$ 3,392.50	\$ 295.00	\$ 3,392.50
8.14	Grooves Cut for Symbols and Legends	EA	1	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
8.15	Pavement Markings Removed	STA	5	\$ 120.00	\$ 600.00	\$ 255.00	\$ 1,275.00	\$ 255.00	\$ 1,275.00
8.16	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 16,500.00	\$ 16,500.00	\$ 25,000.00	\$ 25,000.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00
SITE WORK AND LANDSCAPING									
Hydraulic Seeding, Seeding, Fertilizing, and Mulching,									
9.1	BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00	\$ 25,000.00	\$ 2,500.00	\$ 25,000.00	\$ 2,500.00
9.2	Filter Sock, 12 Inch.	LF	300	\$ 5.00	\$ 1,500.00	\$ 1.50	\$ 450.00	\$ 3.00	\$ 900.00
9.3	Filter Sock, Removal	LF	300	\$ 1.00	\$ 300.00	\$ 0.01	\$ 3.00	\$ 1.00	\$ 300.00
9.4	Inlet Protection Device, Grate	EA	5	\$ 300.00	\$ 1,500.00	\$ 95.00	\$ 475.00	\$ 250.00	\$ 1,250.00
9.5	Inlet Protection Device, Maintenance	EA	5	\$ 50.00	\$ 250.00	\$ 1.00	\$ 5.00	\$ 25.00	\$ 125.00
9.6	Removal of Fence	LF	66	\$ 35.00	\$ 2,310.00	\$ 18.00	\$ 1,188.00	\$ 20.00	\$ 1,320.00
MISCELLANEOUS									
11.1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 41,650.00	\$ 41,650.00	\$ 60,000.00	\$ 60,000.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00
TOTAL BID:					\$ 626,496.00	\$ 436,109.00		\$ 471,602.75	
BID SECURITY:						10%		10%	

TABULATION OF BIDS

SE Delaware Avenue and SE 54th Street Traffic Signal

City of Ankeny

Project No. 123.0251.01

Bid Date/Time: October 31, 2023 at 10:3AM

						3		4	
						ENGINEER'S ESTIMATE		TK CONCRETE, INC. PELLA, IOWA	
								ALL STAR CONCRETE LLC JOHNSTON, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK									
2.1	Topsoil, Off-site	CY	59	\$ 60.00	\$ 3,540.00	\$ 75.00	\$ 4,425.00	\$ 45.00	\$ 2,655.00
2.2	Excavation, Class 10	CY	131	\$ 40.00	\$ 5,240.00	\$ 35.00	\$ 4,585.00	\$ 35.00	\$ 4,585.00
2.3	Subgrade Preparation	SY	527	\$ 10.00	\$ 5,270.00	\$ 5.00	\$ 2,635.00	\$ 1.00	\$ 527.00
2.4	Subbase, Special Backfill, 6 inches	SY	527	\$ 25.00	\$ 13,175.00	\$ 15.00	\$ 7,905.00	\$ 20.00	\$ 10,540.00
2.5	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
2.6	Temporary Granular Surface	TON	15	\$ 80.00	\$ 1,200.00	\$ 75.00	\$ 1,125.00	\$ 100.00	\$ 1,500.00
STREETS AND RELATED WORK									
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$ 125.00	\$ 59,750.00	\$ 115.00	\$ 54,970.00	\$ 190.00	\$ 90,820.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00
7.3	Removal of Sidewalk	SY	163	\$ 20.00	\$ 3,260.00	\$ 15.00	\$ 2,445.00	\$ 20.00	\$ 3,260.00
7.4	Sidewalk, PCC, 5 In.	SY	106	\$ 60.00	\$ 6,360.00	\$ 75.00	\$ 7,950.00	\$ 75.00	\$ 7,950.00
7.5	Sidewalk, PCC, 6 In.	SY	57	\$ 90.00	\$ 5,130.00	\$ 125.00	\$ 7,125.00	\$ 75.00	\$ 4,275.00
7.6	Detectable Warnings	SF	132	\$ 55.00	\$ 7,260.00	\$ 65.00	\$ 8,580.00	\$ 70.00	\$ 9,240.00
7.7	Pavement Removal	SY	215	\$ 30.00	\$ 6,450.00	\$ 25.00	\$ 5,375.00	\$ 25.00	\$ 5,375.00
TRAFFIC CONTROL									
8.1	Traffic Signal	LS	1	\$ 288,000.00	\$ 288,000.00	\$ 215,750.00	\$ 215,750.00	\$ 187,579.00	\$ 187,579.00
8.2	Portable Dynamic Message Sign (PDMS)	CDA	35	\$ 150.00	\$ 5,250.00	\$ 175.00	\$ 6,125.00	\$ 125.00	\$ 4,375.00
8.3	Type III - 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$ 2,090.00	\$ 6,270.00	\$ 1,650.00	\$ 4,950.00	\$ 1,260.00	\$ 3,780.00
8.4	Type IV - 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$ 2,420.00	\$ 4,840.00	\$ 2,175.00	\$ 4,350.00	\$ 1,675.00	\$ 3,350.00
8.5	Install One (1) Fiber Optic Cable - 24 CT SM (City Provided)	LF	380	\$ 2.20	\$ 836.00	\$ 5.00	\$ 1,900.00	\$ 3.45	\$ 1,311.00
8.6	Install One (1) Fiber Optic Cable - 96 CT SM (City Provided)	LF	6300	\$ 2.75	\$ 17,325.00	\$ 2.85	\$ 17,955.00	\$ 2.20	\$ 13,860.00
8.7	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3630	\$ 22.00	\$ 79,860.00	\$ 9.00	\$ 32,670.00	\$ 7.50	\$ 27,225.00
8.8	Fiber Optic Splice	EA	56	\$ 70.00	\$ 3,920.00	\$ 60.00	\$ 3,360.00	\$ 30.00	\$ 1,680.00
8.9	Splice Case	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 300.00	\$ 600.00	\$ 205.00	\$ 410.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$ 800.00	\$ 1,600.00	\$ 300.00	\$ 600.00	\$ 194.00	\$ 388.00
8.11	Painted Pavement Marking, Durable	STA	11.5	\$ 300.00	\$ 3,450.00	\$ 950.00	\$ 10,925.00	\$ 550.00	\$ 6,325.00
8.12	Painted Symbols and Legends, Durable	EA	1	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$ 200.00	\$ 2,300.00	\$ 420.00	\$ 4,830.00	\$ 295.00	\$ 3,392.50
8.14	Grooves Cut for Symbols and Legends	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
8.15	Pavement Markings Removed	STA	5	\$ 120.00	\$ 600.00	\$ 420.00	\$ 2,100.00	\$ 255.00	\$ 1,275.00
8.16	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 17,500.00	\$ 17,500.00	\$ 12,500.00	\$ 12,500.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$ 400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ 350.00	\$ 700.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 2,750.00	\$ 2,750.00	\$ 1,200.00	\$ 1,200.00
SITE WORK AND LANDSCAPING									
Hydraulic Seeding, Seeding, Fertilizing, and Mulching,									
9.1	BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00	\$ 42,000.00	\$ 4,200.00	\$ 25,000.00	\$ 2,500.00
9.2	Filter Sock, 12 Inch.	LF	300	\$ 5.00	\$ 1,500.00	\$ 5.50	\$ 1,650.00	\$ 3.00	\$ 900.00
9.3	Filter Sock, Removal	LF	300	\$ 1.00	\$ 300.00	\$ 1.50	\$ 450.00	\$ 1.00	\$ 300.00
9.4	Inlet Protection Device, Grate	EA	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 250.00	\$ 1,250.00
9.5	Inlet Protection Device, Maintenance	EA	5	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 25.00	\$ 125.00
9.6	Removal of Fence	LF	66	\$ 35.00	\$ 2,310.00	\$ 27.50	\$ 1,815.00	\$ 2.00	\$ 132.00
MISCELLANEOUS									
11.1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 47,000.00	\$ 47,000.00	\$ 87,500.00	\$ 87,500.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
TOTAL BID:					\$ 626,496.00	\$ 500,850.00		\$ 508,934.50	
BID SECURITY:						10%		10%	

TABULATION OF BIDS

SE Delaware Avenue and SE 54th Street Traffic Signal

City of Ankeny

Project No. 123.0251.01

Bid Date/Time: October 31, 2023 at 10:3AM

						5	
						CONCRETE CONNECTION LLC JOHNSTON, IOWA	
ENGINEER'S ESTIMATE							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK							
2.1	Topsoil, Off-site	CY	59	\$ 60.00	\$ 3,540.00	\$ 75.00	\$ 4,425.00
2.2	Excavation, Class 10	CY	131	\$ 40.00	\$ 5,240.00	\$ 50.00	\$ 6,550.00
2.3	Subgrade Preparation	SY	527	\$ 10.00	\$ 5,270.00	\$ 5.00	\$ 2,635.00
2.4	Subbase, Special Backfill, 6 inches	SY	527	\$ 25.00	\$ 13,175.00	\$ 15.00	\$ 7,905.00
2.5	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
2.6	Temporary Granular Surface	TON	15	\$ 80.00	\$ 1,200.00	\$ 50.00	\$ 750.00
STREETS AND RELATED WORK							
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$ 125.00	\$ 59,750.00	\$ 225.00	\$ 107,550.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
7.3	Removal of Sidewalk	SY	163	\$ 20.00	\$ 3,260.00	\$ 27.00	\$ 4,401.00
7.4	Sidewalk, PCC, 5 In.	SY	106	\$ 60.00	\$ 6,360.00	\$ 100.00	\$ 10,600.00
7.5	Sidewalk, PCC, 6 In.	SY	57	\$ 90.00	\$ 5,130.00	\$ 150.00	\$ 8,550.00
7.6	Detectable Warnings	SF	132	\$ 55.00	\$ 7,260.00	\$ 75.00	\$ 9,900.00
7.7	Pavement Removal	SY	215	\$ 30.00	\$ 6,450.00	\$ 27.00	\$ 5,805.00
TRAFFIC CONTROL							
8.1	Traffic Signal	LS	1	\$ 288,000.00	\$ 288,000.00	\$ 211,650.00	\$ 211,650.00
8.2	Portable Dynamic Message Sign (PDMS)	CDAY	35	\$ 150.00	\$ 5,250.00	\$ 300.00	\$ 10,500.00
8.3	Type III - 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$ 2,090.00	\$ 6,270.00	\$ 1,500.00	\$ 4,500.00
8.4	Type IV - 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$ 2,420.00	\$ 4,840.00	\$ 2,000.00	\$ 4,000.00
8.5	Install One (1) Fiber Optic Cable - 24 CT SM (City Provided)	LF	380	\$ 2.20	\$ 836.00	\$ 4.00	\$ 1,520.00
8.6	Install One (1) Fiber Optic Cable - 96 CT SM (City Provided)	LF	6300	\$ 2.75	\$ 17,325.00	\$ 2.50	\$ 15,750.00
8.7	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3630	\$ 22.00	\$ 79,860.00	\$ 8.50	\$ 30,855.00
8.8	Fiber Optic Splice	EA	56	\$ 70.00	\$ 3,920.00	\$ 35.00	\$ 1,960.00
8.9	Splice Case	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 250.00	\$ 500.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00
8.11	Painted Pavement Marking, Durable	STA	11.5	\$ 300.00	\$ 3,450.00	\$ 605.00	\$ 6,957.50
8.12	Painted Symbols and Legends, Durable	EA	1	\$ 750.00	\$ 750.00	\$ 275.00	\$ 275.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$ 200.00	\$ 2,300.00	\$ 330.00	\$ 3,795.00
8.14	Grooves Cut for Symbols and Legends	EA	1	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
8.15	Pavement Markings Removed	STA	5	\$ 120.00	\$ 600.00	\$ 300.00	\$ 1,500.00
8.16	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 17,500.00	\$ 17,500.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$ 400.00	\$ 800.00	\$ 350.00	\$ 700.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00
SITE WORK AND LANDSCAPING							
	Hydraulic Seeding, Seeding, Fertilizing, and Mulching,						
9.1	BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00	\$ 40,000.00	\$ 4,000.00
9.2	Filter Sock, 12 Inch.	LF	300	\$ 5.00	\$ 1,500.00	\$ 3.00	\$ 900.00
9.3	Filter Sock, Removal	LF	300	\$ 1.00	\$ 300.00	\$ 1.00	\$ 300.00
9.4	Inlet Protection Device, Grate	EA	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00
9.5	Inlet Protection Device, Maintenance	EA	5	\$ 50.00	\$ 250.00	\$ 100.00	\$ 500.00
9.6	Removal of Fence	LF	66	\$ 35.00	\$ 2,310.00	\$ 15.00	\$ 990.00
MISCELLANEOUS							
11.1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,026.50	\$ 3,026.50
TOTAL BID:					\$ 626,496.00	\$ 536,000.00	
BID SECURITY:						10%	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

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 SE Delaware Avenue and SE 54th Street Traffic Signal, described in the plans and specifications heretofore adopted by this Council on November 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	<u>Jasper Construction</u>	of	<u>Newton, Iowa</u>
	<u>Services</u>		
Amount of bid:	<u>\$436,109.00</u>		
Portion of project:	<u>All construction work</u>		

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

PASSED AND APPROVED this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL", 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 SE DELAWARE AVENUE AND SE
54TH STREET TRAFFIC SIGNAL**

**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 SE Delaware Avenue and SE 54th Street Traffic Signal, 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>Jasper Construction Services</u>	of	<u>Newton, Iowa</u>
Amount of bid:	<u>\$436,109.00</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of November, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Jasper Construction Services, 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:

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

The SE Delaware Avenue and SE 54th Street Traffic Signal project includes installing a traffic signal at the intersection, installing conduit and fiber optic cable to the next intersections to the north and south, constructing an apron for a future east leg to the edge of existing right-of-way, constructing sidewalk modifications for ADA compliance, installing pavement markings, and constructing median nose modifications.

The construction improvements include constructing a new traffic signal, approximately 480 SY of 10.5" thick PCC Class C-SUD street pavement, 110 SY of 5" thick PCC sidewalk, 60 SY of 6" thick PCC sidewalk, with Class 10 excavation, subgrade preparation, modified subbase, pavement markings, installing 6,680 LF of fiber optic cable, 3,630 LF of 2" conduit for fiber optic cable, fiber optic equipment and splices, temporary traffic control, erosion control, completing final surface restoration, and miscellaneous associated work necessary to complete the project.

The City of Ankeny will furnish the combination traffic signal / lighting poles (with mast arm assemblies), street name signs, fiber optic cable, and ATC 48VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of FOUR HUNDRED THIRTY SIX THOUSAND ONE HUNDRED NINE AND 00/100 DOLLARS (\$436,109.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **sixty (60) working days**. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new pavement markings, and the new streets, driveways, and sidewalks fully open to traffic and the new traffic signal fully operational. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including 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 (\$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:

Jasper Construction Services, Inc.
Contractor

By _____
Signature

President
Title

928 N 19th Ave E
Street Address

Newton, IA, 50208
City, State, Zip Code

641-792-8650
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 6 3 - 6 4 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:

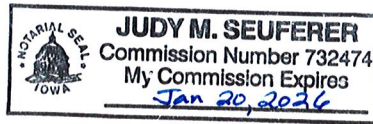
1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Jasper County)

On this 1st day of Nov, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cliff Rhoads and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (~~the seal affixed thereto is the seal of~~) the corporation; that said instrument was signed (~~and sealed~~) on behalf of the corporation by authority of this Board of Directors; that Cliff Rhoads and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Judy M. Seufferer
Notary Public in and for the State of Iowa
My commission expires Jan 20, 2024



CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK, SUBGRADE, AND SUBBASE				
2.01	Topsoil, Off-site	CY	59	\$60.00	\$3,540.00
2.02	Excavation, Class 10	CY	131	\$40.00	\$5,240.00
2.03	Subgrade Preparation	SY	527	\$5.00	\$2,635.00
2.04	Subbase, Special Backfill, 6 Inches	SY	527	\$12.50	\$6,587.50
2.05	Compaction Testing	LS	1	\$2,500.00	\$2,500.00
2.06	Temporary Granular Surface	TON	15	\$35.00	\$525.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$120.00	\$57,360.00
7.02	PCC Pavement Samples and Testing	LS	1	\$2,000.00	\$2,000.00
7.03	Removal of Sidewalk	SY	163	\$18.00	\$2,934.00
7.04	Sidewalk, PCC, 5 In.	SY	106	\$75.00	\$7,950.00
7.05	Sidewalk, PCC, 6 In.	SY	57	\$85.00	\$4,845.00
7.06	Detectable Warnings	SF	132	\$60.00	\$7,920.00
7.07	Pavement Removal	SY	215	\$22.00	\$4,730.00
	TRAFFIC CONTROL				
8.01	Traffic Signal	LS	1	\$195,000.00	\$195,000.00
8.02	Portable Dynamic Message Sign (PDMS)	C/DAY	35	\$65.00	\$2,275.00
8.03	Type III -- 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$1,260.00	\$3,780.00
8.04	Type IV -- 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$1,675.00	\$3,350.00
8.05	Install One (1) Fiber Optic Cable -- 24 CT SM (City Provided)	LF	380	\$3.45	\$1,311.00
8.06	Install One (1) Fiber Optic Cable -- 96 CT SM (City Provided)	LF	6,300	\$2.20	\$13,860.00
8.07	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3,630	\$7.50	\$27,225.00
8.08	Fiber Optic Splice	EA	56	\$30.00	\$1,680.00

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
8.09	Splice Case	EA	2	\$205.00	\$410.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$194.00	\$388.00
8.11	Painted Pavement Markings, Durable	STA	11.5	\$550.00	\$6,325.00
8.12	Painted Symbols and Legends, Durable	EA	1	\$250.00	\$250.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$295.00	\$3,392.50
8.14	Grooves Cut for Symbols and Legends	EA	1	\$200.00	\$200.00
8.15	Pavement Markings Removed	STA	5	\$255.00	\$1,275.00
8.16	Temporary Traffic Control	LS	1	\$16,500.00	\$16,500.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$300.00	\$600.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$1,250.00	\$1,250.00
	SITE WORK AND LANDSCAPING				
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$25,000.00	\$2,500.00
9.02	Filter Sock, 12 Inch	LF	300	\$1.50	\$450.00
9.03	Filter Sock, Removal	LF	300	\$0.01	\$3.00
9.04	Inlet Protection Device, Grate	EA	5	\$95.00	\$475.00
9.05	Inlet Protection Device, Maintenance	EA	5	\$1.00	\$5.00
9.06	Removal of Fence	LF	66	\$18.00	\$1,188.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$41,650.00	\$41,650.00
11.02	Concrete Washout	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$436,109.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Jasper Construction Services, 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 FOUR HUNDRED THIRTY SIX THOUSAND ONE HUNDRED NINE AND 00/100 DOLLARS (\$436,109.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of November, 2023, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

The SE Delaware Avenue and SE 54th Street Traffic Signal project includes installing a traffic signal at the intersection, installing conduit and fiber optic cable to the next intersections to the north and south, constructing an apron for a future east leg to the edge of existing right-of-way, constructing sidewalk modifications for ADA compliance, installing pavement markings, and constructing median nose modifications.

The construction improvements include constructing a new traffic signal, approximately 480 SY of 10.5” thick PCC Class C-SUD street pavement, 110 SY of 5” thick PCC sidewalk, 60 SY of 6” thick PCC sidewalk, with Class 10 excavation, subgrade preparation, modified subbase, pavement markings, installing 6,680 LF of fiber optic cable, 3,630 LF of 2” conduit for fiber optic cable, fiber optic equipment and splices, temporary traffic control, erosion control, completing final surface restoration, and miscellaneous associated work necessary to complete the project.

The City of Ankeny will furnish the combination traffic signal / lighting poles (with mast arm assemblies), street name signs, fiber optic cable, and ATC 48VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 6th day of November, 2023.

PRINCIPAL:

Jasper Construction Services, 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

Waukegan, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Jackie Wieser PHONE (A/C, No, Ext): 515-381-7423 E-MAIL: jwieser@holmesmurphy.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Ascot Specialty Insurance Company INSURER C: Homesite Insurance company of Florida INSURER D: INSURER E: INSURER F: NAIC # 16535 45055 11156
INSURED Jasper Construction Services, Inc. 928 N. 19th Avenue E Newton, IA 50208	JASCONPC

COVERAGES

CERTIFICATE NUMBER: 322721976

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO1122705	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP1122706	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ESXS2310002238	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC1122704	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability		CXP01571200	3/1/2023	3/1/2024	Limit \$ 5,000,000

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

Project Reference: SE Delaware Ave & SE 54th St Traffic Signal Letting

The City of Ankeny is an Additional Insured on the General Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny
410 W. First Street
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

Kari Cooling

© 1988-2015 ACORD CORPORATION. All rights reserved.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Library Board of Trustees - Gene Lucht

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of October 16, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, October 16, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Mike Aastrup, 1202 NW Maple St, expressed concerns regarding the proposed urban chicken ordinance.
2. Ivy, Southview student, spoke in favor of the proposed urban chicken ordinance, asking for more leniency.
3. Heather Christensen, 417 SE 5th St, spoke in favor of the proposed urban chicken ordinance, asking for more leniency.

APPROVAL OF AGENDA

1. Council Member Ruddy moved, Perry seconded, to approve and accept the October 16, 2023 agenda with amendment, removing Action# J1-3: consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0). Ayes: 5.

PUBLIC HEARING

1. PH 2023-57. Mayor Holm announced this is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar LTD, and Gene C. Hildreth, Jr. Layman's Description: Approximately 345.1 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard, and approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard. Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 22nd day of September, 2023.

Mayor Holm asked for any written correspondence regarding the proposed annexation. Correspondence from the City of Alleman, Bobby Mason, Dennis Gibson, and Grant and Jodi Goldsberry were received and provided to council.

Eric Jensen, Director of Community Development, reported that the annexation area is located within two miles of the City of Alleman, which per Iowa Code classifies the request as an urbanized annexation. The annexation territory encompasses approximately 422.16 acres (+/-), 345.10 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 77.06 acres (+/-) are owned by property owners who have

not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 12.51 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

10 of the 19 properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all 19 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 345.10 acres (+/-), which equals 81.75% of the 422.16 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the nine non-petitioned properties total 77.06 acres (+/-), equaling 18.25% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential, Medium Density Residential and Neighborhood Mixed Use. If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny.

Notification of a second public hearing to be held on November 6, 2023 will be mailed to affected property owners and published in the Des Moines Register as required by law.

Mayor Holm then asked for any public comment regarding the proposed annexation. Speaking in opposition of the proposed annexation were: Linda Wattonville, Jason Wattonville, Kevin Huss, John Stinogel, and Jeremy Nefzger. Council Member Perry moved, Bentz seconded, to close public hearing 2023-57. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of October 2, 2023, as published.
2. Receive and file minutes of the Human Rights Commission meeting of August 24, 2023
3. Receive and file minutes of the Plan and Zoning Commission meeting of September 19, 2023.
4. Receive and file minutes of the Zoning Board of Adjustment meeting of September 19, 2023.
5. Receive and file minutes of the Library Board of Trustee meeting of August 17, 2023.

Licenses and Permits

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

Finance/Budget

7. Receive and file Financial Reports for September 2023.
8. Receive and file Building Permit Report for September 2023.
9. Receive and file Utility Billing Report for September 2023.
10. Change Order #6 increasing the contract amount by \$87,010.50 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.

11. Change Order #3 increasing the contract amount by \$3,750.00 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive.
12. Change Order #1 increasing the contract amount by \$1,650.00 to All-Star Concrete LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
13. Change Order #1 increasing the contract amount by \$2,058.00 to Caliber Concrete LLC, for construction services on the Uptown Parking Improvements project.
14. Payment #12, \$551,604.11 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
15. Payment #15, \$251,679.60 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
16. Payment #5, \$53,893.16 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.
17. Payment #4, \$3,177.75 to All-Star Concrete, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.
18. Payment #2, \$42,851.90 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
19. Payment #1, \$160,126.03 to Caliber Concrete, LLC, for construction services on the Uptown Parking Improvements project.
20. Payment #7, \$18,874.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
21. Payment #5, \$8,096.50 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension Phase 4 project.
22. Payment #7, \$346,662.08 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction- NE 5th Street to Fourmile Creek project.
23. Payment #7, \$432,321.96 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project
24. Payment #5, \$146,493.61 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.
25. Payment #13, \$4,620.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
26. Payment #6, \$4,231.30 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.
27. Payment #3, \$359,094.57 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
28. Payment #12, \$412.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
29. Payment #6, \$29,206.25 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
30. Payment #2, \$9,035.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
31. Payment #11, \$18,082.64 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
32. Payment #18, \$28,785.56 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
33. Payment #6, \$118,277.85 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
34. Payment #4, \$109,612.00 to Romtech Companies for construction services on the restroom facility at the Midway Park.
35. Payment #33, \$1,213.00 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
36. Payment #6, \$27,341.73 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

37. October 16, 2023 Accounts Payable by fund: General \$343,893; Road Use Tax \$64,536; Seizure \$10,743; Police/Fire Pension \$975; Library Foundation \$435; Solid Waste \$104,701; Water \$951,478; Sewer \$620,509; Storm Water \$16,805; Golf Course \$37,495; Enterprise Project \$888,682; Revolving \$6,126; Risk Management \$78,708; Health Insurance \$1,419; Capital Projects \$2,077,588; Payroll Totals \$1,411,130; Transfers/ACH (\$205,937); Agenda Payments approved separately (\$2,953,202); Grand Total \$3,456,084.
38. **RESOLUTION 2023-398** naming depositories for the City of Ankeny.
39. **RESOLUTION 2023-399** establishing a schedule of fees and charges for urban chickens as authorized by the City of Ankeny, Iowa Municipal Code.

Personnel

40. Authorize a temporary side-by-side position in the public works department, operations division, which will increase the authorized FTE count by one.

Community Development

41. **RESOLUTION 2023-400** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC (date of hrg: 11/20/23 at 5:30 p.m.)

Engineering

42. **RESOLUTION 2023-401** accepting public improvements for utilities in Aspen Ridge Commercial Plat 2.
43. **RESOLUTION 2023-402** accepting public improvements for paving in Aspen Ridge Commercial Plat 2.
44. **RESOLUTION 2023-403** accepting public improvements for subgrade prep in Aspen Ridge Commercial Plat 2.
45. **RESOLUTION 2023-404** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, utilities, and subgrade prep for Kum & Go (965 SE Corporate Woods Dr.) Public Improvements project.

Capital Improvement Projects

46. School Walkability Improvements: a) Final Change Order #1 increasing the contract amount by \$15,237.00; b) Certificate of Completion; c) **RESOLUTION 2023-405** accepting the public improvement with JC Construction, Inc. in the amount of \$145,939.00; and d) Final Payment #2 in the amount of \$85,211.91; and Retainage Payment in the amount of \$7,296.95.
47. Northwest Irvinedale Drive Trailhead Public Art Project: a) Certificate of Completion; b) **RESOLUTION 2023-406** accepting the public improvement with Group Creative Services, LLC in the amount of \$350,000.00; and c) Final Payment #4 in the amount of \$135,000.00.
48. **RESOLUTION 2023-407** ordering construction on the NW Northlawn Area Utility Improvements - Phase 3 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 11/14/23 @ 10:30 A.M. / date of hearing: 11/20/23 @ 5:30 P.M.)

Administrative Items

49. **RESOLUTION 2023-408** authorizing the first amendment to the 28E Agreement between the City of Ankeny and the Board of Water Works Trustees of the City of Des Moines (DMWW).

Approval of Consent Agenda Items

1. Council Member Ruddy moved, second by Stearns, to approve the recommendations for Consent Agenda Items CA-1 through CA-49. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2156** An Ordinance amending the Ankeny Municipal Code by adding a new Chapter 58, Urban Chickens, pertaining to the keeping of chickens within the City of Ankeny. Council Member Perry moved, Bentz seconded, to accept third consideration of ORDINANCE 2156, sending it on its final passage and publication as required by law. Ayes: Perry, Bentz, Ruddy, Shafer, Stearns.
2. **Ord 2157** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by 98 Investments, LLC. Council Member Ruddy moved, Perry seconded, to accept second consideration of ORDINANCE 2157. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns. Council Member Perry moved, Ruddy seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2157, sending it on its final passage and publication as required by law. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.
3. **Ord 2158** An Ordinance vacating a drainage easement on Lot 1 of Aspen Ridge Commercial Plat 3. Council Member Stearns moved, Ruddy seconded, to accept second consideration of ORDINANCE 2158. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
4. **Ord 2159** An Ordinance creating Chapter 49 of the Code of Ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to camping within city limits. Council Member Stearns moved, Ruddy seconded, to accept second consideration of ORDINANCE 2159. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.

NEW BUSINESS

1. Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (PH 2023-57)) Council Member Bentz moved, Stearns seconded, to receive and file the August 24, 2023 Consultation Meeting Report. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer. Council Member Stearns moved, Bentz seconded, to receive and file correspondence. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.
2. Proposed Magazine Ground Storage Tank Painting Professional Services Agreement with Dixon Engineering Council Member Bentz moved, Stearns seconded, to approve the Professional Services Agreement with Dixon Engineering, for the design engineering and bidding phase services on the Magazine Ground Storage Tank Painting Project in an amount not to exceed \$8,175.00 and the Mayor to execute said agreement. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
3. Resolution of Intent - Central Iowa Water Works Council Member Stearns moved, Ruddy seconded, to adopt **RESOLUTION 2023-409** indicating intent to participate and authorizing the inclusion of the City of Ankeny in the final draft agreement establishing the Central Iowa Water Works. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:15 p.m. and was immediately followed by a Council Action Planning Session.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 10/27/23.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Receive and file minutes of the Human Rights Commission meeting of September 28, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 HRC Approved Minutes 9-28-2023

Meeting Minutes

Human Rights Commission

Thursday, September 28, 2023

5:30 p.m.

City Council Chambers Ankeny Kirkendall Public Library

1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez

Dustin Graber

Lindsay Norland

Tim Olson

Laura Parkinson

1. CALL TO ORDER

Vice Chair Alvarez called the meeting to order at 5:37 PM.

2. ROLL CALL

Alvarez, Norland, and Parkinson present. Olson and Graber absent. Brandt Johnson, staff liaison, Mike Schrock, assistant city manager, Erin Clanton, city attorney present.

3. MOTION TO APPROVE THE AGENDA FOR September 28, 2023

Alvarez motioned to approve the agenda as presented, Norland seconded. Ayes: 3, motion carried.

4. MOTION TO APPROVE THE MINUTES FROM August 24, 2023

Parkinson motioned to approve the minutes from the August 24, 2023 meeting. Alvarez seconded. Ayes: 3, motion carried.

5. PRESENTATION - Iowa Open Meeting and Open Records Laws

Erin Clanton, from Brick Gentry P.C. gave a presentation to the Commission members on the Iowa open meeting and open record laws.

6. STAFF REPORT

Johnson reviewed the September 2023 staff memo with the HRC.

7. COMMISSIONER REPORTS

Alvarez said that the Ankeny Chamber multicultural event was really well attended.

8. ADJOURN

Meeting adjourned at 6:17 PM.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

No Review Required

SUBJECT:

Receive and file minutes of the Park Board meeting of August 28, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Park Board Minutes 2023-08-28

**Ankeny Park Board Meeting
August 28, 2023**

Meeting Minutes:

Call to Order: Chairperson Aaron Bradshaw called the Park Board meeting to order at 5:30 p.m. Nichoel Church and Katie Maki were not in attendance. All other board members were present. Derek Lord, Nick Lenox and Leslie Reab represented City of Ankeny staff.

Approval of Minutes: The June meeting minutes were reviewed and approved with a motion from Chad Hade and a second from Josh Craighead. All approved.

Special Presentation – Experience Park: Economic Development Director Derek Lord presented a Bicycle Tourism & Economic Development Strategies Power Point which highlighted strategies, projects and includes the High Trestle Trail Corridor Public Art Master Plan. Lord stated the High Trestle Trail Corridor Public Art Master Plan was created through significant public input and stakeholder committee meetings, with a main focus to protect the trail experience. The presentation showed survey findings, trail visitor information and project recommendations. A recommendation made in the Master Plan includes the development of High Trestle Trail Experience Park. Lord stated the goal of Experience Park would be to strengthen Ankeny's identity, create a connection to nature, and promote health and wellness.

The High Trestle Trail Experience Park area would be approximately 14 acres and run along the High Trestle Trail from SW Third Street to Highway 69. ISG Consulting and Engineering Firm was hired to create designs with potential of growing a larger audience to use Ankeny's trail network. Design options include Trail Re-wilding, Animals of Iowa sculptures, Stroller Coaster, Glow Trail, Tree Time Sky Ground, Pump Track and Underpass Installation. The project estimated total cost is over \$4.5 million with anticipated timing dependent on receipt of donor contributions, grant funds and the City's Capital Improvements Program capacity.

Following the presentation Lord answered board members questions. Board members expressed their excitement for the project and thanked Lord for the informative presentation.

Director's Report: Lenox reminded board members of September's Ice Cream Social at Northcreek Park and gave brief updates on Rally Complex bids, Aspen Ridge Trail preconstruction meeting and Cascade Falls Aquatic Center closing for the season on Labor Day.

Chairperson's Report – Aaron Bradshaw: No report.

Board Member Reports:

- Baldwin: No report.
- Craighead: No report.
- Hade: Chad shared People for Bikes link which Ankeny placed 35 out of more than 1,500 cities rated on the quality of their bike networks.
- Smith: No report.

Adjournment: Josh Craighead moved meeting adjournment and Amber Smith provided the second. The meeting was adjourned at 6:15 p.m.

Minutes Reported By: Leslie Reab, Parks & Recreation Administrative Assistant



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of September 21, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

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

Thursday, September 21, 2023

Regular meeting: 6 p.m.

Location: Library, Teleconference

Present: Gene Lucht, Fred Schuster, Heather Stephenson, Amber Sommerfeld, John Meyer

Staff: Sam Mitchel

Topic	Discussion
Call to Order	John called the meeting to order
Approval of Minutes	Motion made by Gene to approve the August minutes. Second made by Amber. Motion passed unanimously.
Public Comments	none
Consent Agenda	Sam discussed budget items. Budget run rate 16.5%, conversation about budget. Discussed rural programs, cataloging, waste management, electrical, dues, electronic services, insurance, posting and shipping, periodicals. Discussion about lags in subscriptions because Sam can't pay for a subscription more than once in a fiscal year. Sam discussed outliers in the budget that are front loaded expenses. Revenue streams were discussed. Discussed library fine data.
Policy/Procedure Review	
Director's Report	Sam gave the director's report. Sam is working on the State Library report. Discussion of funding compared to other metro communities. Discussed youth programs. Discussion of circulation numbers.
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	
Friends of the Library (update)	No friends meeting to report. Next meeting is next week.
Old Business	Trustee Continuing Education - Chapter 5 Approving and monitoring the budget. The board moves money in the budget by asking for a budget amendment. The city provides more money in the budget than required. Receive funds from rural Polk County circulation. We do not have anyone contracting with us. The city maintains all the finances for the library. Budget kick off is in October, this is the annual financial plan. The budget is prepared by Sam and the staff. The board will approve the budget then it gets sent to the city with the justifications. This process is done before Thanksgiving. In January, Sam presents the budget to the city council. A preliminary budget will be discussed in October. A final budget will be presented in November. January is the city budget workshops. March is the city budget approval. The trustees approve all of the bills. The city also maintains the books for the Friends of the Library. The library has petty cash. Total of 45 minutes of continuing education for the Board members.

Topic	Discussion
New Business	Board retreat discussed. Need volunteers to present at the city council meeting in November, Gene and Fred are interested
Adjournment	Motion to adjourn Gene, second was Fred. Approved by all. The next meeting is October 19, 2023

Respectfully submitted, Heather Stephenson, Board Member

Approved: 9/21/23



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the issuance of a special permit to David A. Yount for the purpose of bow hunting of deer for the hunting season effective October 1, 2023 on private property within the city limits pursuant to Municipal Code Section 41.11(3).

EXECUTIVE SUMMARY:

Captain Makai Echer has reviewed the request and approved the issuance of a special permit to the applicant for the purpose of bow hunting of deer within the City limits.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the special hunting permit as requested.



PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Application
 PD Recommendation

City of Ankeny:

As being the owner of Hea-You Farms LLC with property owned at 599 & 598 SE Frisk Dr, Ankeny Iowa, I have seen over the years the vast population of deer in the coverage at our farm. As this sits in the city limits, I am wondering if this can be applied for a special permit to bow-hunt.

There are many reasons that this property should be hunted. The first reason of having a natural funnel from the interstate. This area is a major funnel directly to I-35. With the population that has been seen over the course of my time there, this can cause problems for the interstate system that might cause traffic accidents. As this funnel is brought from the four mile creek, this is a natural run off for deer to funnel into a habitat here. The second reason that this property should be hunted is due to crop damage by the deer. There has been numerous times that the crops have been damage at the Hea-You farms from the deer population. Having the rights to hunt this property will help control the habitat in the area and control the number of deer that feed off the crop that I grow.

As stated above, I believe there should be a special permit granted to bow-hunt this property for deer management control and crop management control.

Respectfully submitted

David A. Yount

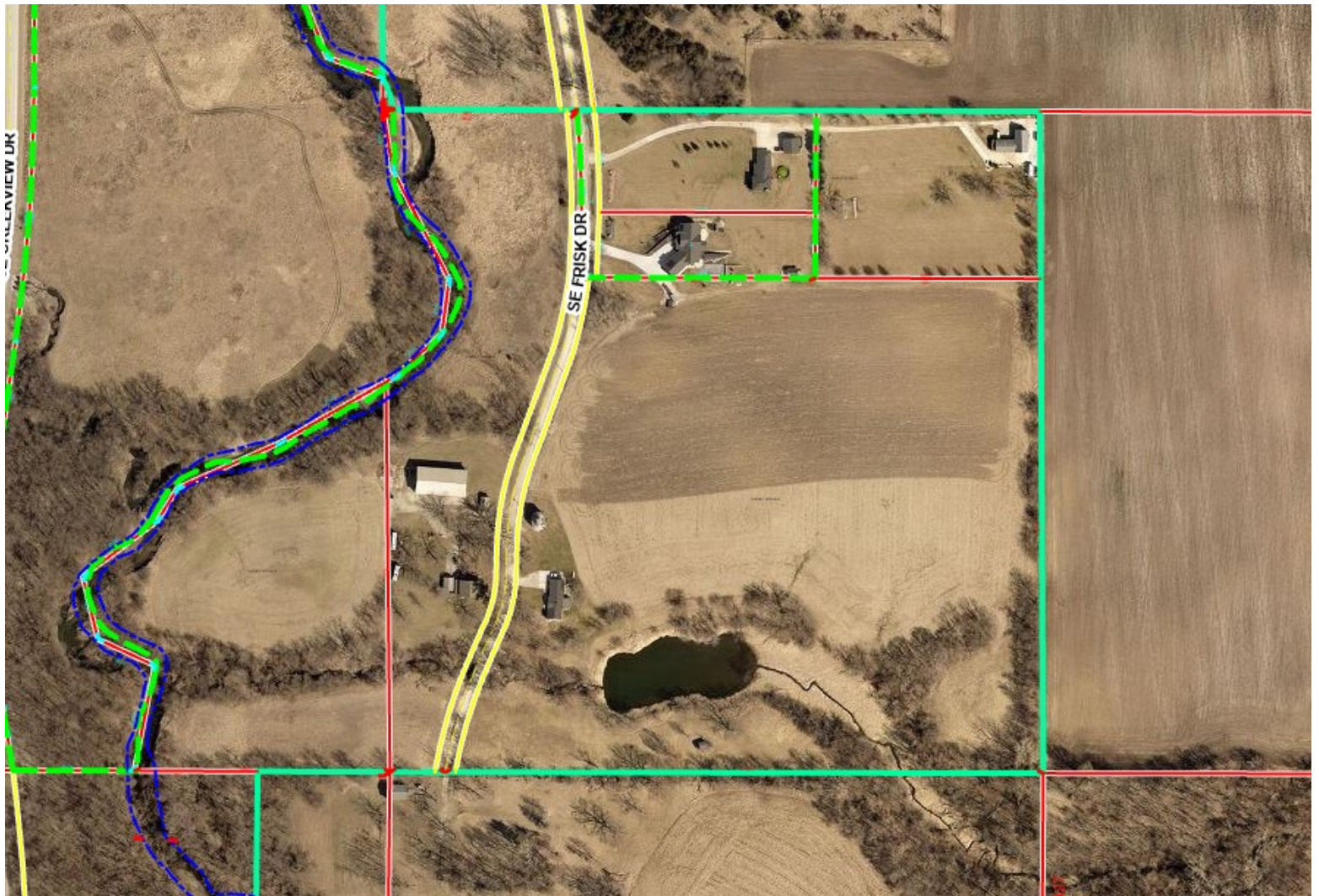
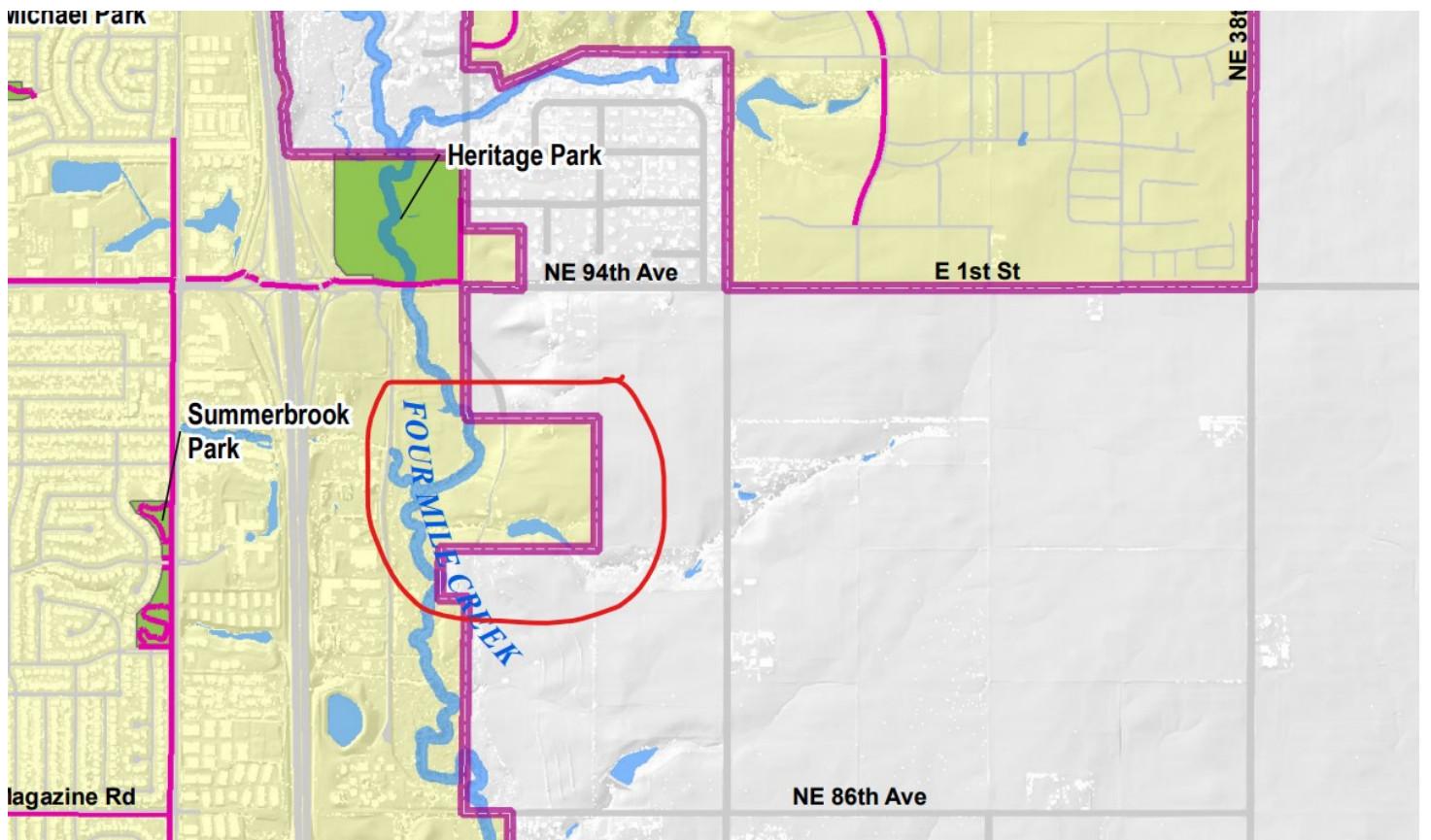
Hea-You Farms LLC

407 NW Reinhart Dr, Ankeny Iowa 50023

41.12 HUNTING AND TRAPPING.



1. Definition. Hunting is defined as pursuing, killing, trapping, snaring, netting, searching for or shooting at, stalking or lying in wait for any game, animal or bird protected by the State laws or rules adopted by the Department of Natural Resources, whether or not such animal is then subsequently captured, killed or injured.
2. Prohibition. It is unlawful for a person to hunt or trap within the City limits or to use any weapons, including snares, traps, pits or other devices capable of killing or injuring an animal. Live trapping of animals that does not cause injury to animals is allowed. Hunting with firearms within City limits is prohibited. Written consent of the Police Chief is required to discharge a firearm manufactured for the control of geese or waterfowl even if the firearm is non-lethal and cannot cause death or injury upon any human being or animal.
3. Special Permits. Special permits by order of the Council may be issued from time to time to allow a special hunting season in the City limits to cull an overpopulated deer herd, or goose population only if the hunting is done with a bow and arrow.



MEMORANDUM

TO: DAVID JONES
FROM: CAPTAIN MAKAI ECHER
SUBJECT: BOW HUNTING APPROVAL
DATE: OCTOBER 20, 2023
CC:

The Police Department approves a special bow hunting permit for David Yount on property located at 598 and 599 SE Frisk Dr, Ankeny Iowa, Hea-You Farms LLC. The property is owned by David Yount. This approval is limited to David Yount and cannot be extended or implied for others. This authorization is for the 2023 bow hunting season beginning October 1, 2023 through January 10, 2024.

This approval from the Police Department is contingent upon the following requirements:

1. Express written authorization from the property owner(s) within the identified hunting site.
2. Compliance with all State of Iowa DNR regulations related to licensing and seasonal hunting laws to include times, registration and conformity with Iowa Code 252J.8.
3. Compliance with Iowa Code 716.7 Trespass prohibiting hunting on private property and recovery of injured or killed fur-bearing animals from private property.
4. The harvest of deer shall comply with all State of Iowa DNR laws and regulations.
5. The approval specifically prohibits the discharge of firearms anywhere within the City of Ankeny corporate limits.

Approval by the Ankeny City Council is required for all hunting within the City limits pursuant to Ankeny Code Chapter 41.11(3).

Respectfully,

Makai Echer Captain

Ankeny Police Department



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Bar Partners, Inc. LLC d/b/a Jakes Pub, 605 N. Ankeny Blvd - Class C Retail Alcohol License (LC) (Renewal) - Effective November 20, 2023.
2. Jethro's Lakehouse, Inc., d/b/a Jethro's BBQ Lakehouse, 1425 SW Vintage Pkwy, - Class C Retail Alcohol License (LC) (Renewal) includes Catering & Outdoor Service - Effective November 25, 2023.

3. a.) Casey's Marketing Co., d/b/a Casey's General Store #1659, 302 S Ankeny Blvd. - Class E Retail Alcohol License (LE) (Renewal) - Effective December 1, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
4. PO Inc., d/b/a Silk Elephant, 2410 SW White Birch Dr., Ste. 108. - Special Class C Retail Alcohol License (BW) (Renewal) includes Outdoor Service- Effective December 1, 2023.
5. GMRI, Inc., d/b/a The Olive Garden Italian Restaurant #1832, 770 SE Oralabor Rd. - Class C Retail Alcohol License (LC) (Renewal) - Effective November 30, 2023.
6. Outback Steakhouse of Florida LLC, d/b/a Outback Steakhouse, 2410 SE Tones Dr. - Class C Retail Alcohol License (LC) (Renewal) - Effective November 30, 2023.
7. Lunabeen, LLC, d/b/a Vintage Brewhouse, 1300 NW 36th St., Unit 101 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective November 19, 2023.
8. Apres Bar Co. LLC, d/b/a Apres Bar Co., 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective November 21, 2023.
9. Cloud Wine, LLC d/b/a Lucky Wife Wine Slushies, 423 S. Ankeny Blvd (Rustic Swan) - Special Class C Retail Alcohol License (BW) (5 Day) - Effective November 23, 2023.
10. Dawn M Elwell, d/b/a Rustic Swan - 423 S Ankeny Blvd - Special Class C Retail Alcohol License (BW) (NEW) - Tentatively Effective November 30, 2023.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment #3 to the Professional Services Agreement increasing the contract amount by \$10,500.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Fiber Optic Upgrade phase of the N Ankeny Boulevard Landscape Improvements.

EXECUTIVE SUMMARY:

Amendment #3 specifically includes the additional construction services, beyond the current professional services agreement (PSA), that were necessary due to the contractor's exceedance of the allowed completion date. Under a separate item in this agenda, the contractor has been charged with liquidated damages sufficient to cover the services in Amendment #3 with Snyder & Associates. The entire PSA is summarized in the attached document.

A copy of the original Professional Services Agreement, Amendment #1 and Amendment #2 are also attached for reference.

The original Professional Services Agreement was \$173,400.00, Amendment #1 was \$19,900.00 and Amendment #2 was \$36,900. Adding Amendment #3 to the Professional Services Agreement increases the total contract amount to \$240,700.00

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$10,500.00 for the N Ankeny Boulevard Fiber Optic Upgrade project within the N Ankeny Boulevard Landscape Improvements.

FISCAL IMPACT: No

The Fiber Optic Upgrade project was included in the 2022 - 2026 Capital Improvements Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount with Snyder & Associates, Inc. by \$10,500.00 for construction engineering services on the N Ankeny Boulevard Landscape Improvements, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 16, 2020: Council approved Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

March 21, 2022: Council approved Amendment No. 1 to the Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

April 3, 2023: Council approved Amendment No. 2 to the Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.





November 6, 2023 (proposed): Final Acceptance of N Ankeny Boulevard Fiber Optic Upgrade, with final payment, liquidated damages, and release of retainage with Communication Data Link of Grimes, Iowa.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
	Amendment #3
	Professional Services Agreement
	Amendment #1
	Amendment #2

AMENDMENT NO. 3
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 6th day of November 2023, to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc., hereinafter referred to as the “PROFESSIONAL”.

This Amendment is associated with additional Construction Services for the fiber optic upgrade included with the North Ankeny Boulevard Landscape Improvements project, hereinafter referred to as the “PROJECT”. The initial fiber optic upgrade construction services were added to the base agreement with Amendment 1 dated March 21, 2022.

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

I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

9. ADDITIONAL CONSTRUCTION SERVICES

The following are additional construction services performed on the PROJECT:

- a. The construction contract completion date for the fiber optic upgrade project was October 31, 2022. The contractor did not complete construction until September 12, 2023 – 316 calendar days beyond the construction contract. Additional construction administration and observation services were required and performed during this period.

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

	BASE + Amend 1 & 2	Amend #3	TOTAL
1. Project Administration and Coordination	\$4,900		\$4,900
2. Survey and Base Drawings	\$15,600		\$15,600
3. Preliminary Design and Plan Preparation			
Intersection Concrete Improvements	\$12,200		\$12,200
Landscape/Irrigation Improvements	\$25,200		\$25,200
4. Final Design and Construction Plan Preparation			
Intersection Concrete Improvements	\$18,300		\$18,300
Landscaping/Irrigation Improvements	\$22,000		\$22,000
5. Traffic Signal Design and Plans	\$22,100		\$22,100
6. Fiber Optic Upgrade Design and Plans	\$22,000		\$22,000
7. Public Information Meeting	\$2,000		\$2,000
8. Bid Period Assistance	\$7,800		\$7,800
TOTAL	\$152,100	\$0	\$152,100

B. CONSTRUCTION SERVICES

	BASE + Amend 1 & 2	Amend #3	TOTAL
1. Construction Services – Fiber Optic	\$16,900	\$10,500	\$27,400
2. Construction Administration Roadway	\$15,600		\$15,600
3. Construction Administration Landscaping	\$4,000		\$4,000
4. Construction Staking	\$6,000		\$6,000
5. Construction Observation	\$27,100		\$27,100
6. Record Drawings	\$2,500		\$2,500
7. Monument Preservation	\$2,000		\$2,000
8. Construction Testing Expenses	\$4,000		\$4,000
TOTAL	\$78,100	\$10,500	\$88,600

C. ADDITIONAL SERVICES

	BASE + Amend 1 & 2	Amend #3	TOTAL
1. Test Holes – Potholing (16 locations)	\$0		\$0
2. Right-of-Way Services	(By Amendment)		
TOTAL	\$0	\$0	\$0

	BASE + Amend 1 & 2	Amend #3	TOTAL
TOTAL	\$230,200	\$10,500	\$240,700

TOTAL FOR AMENDMENT NO. 3 = \$10,500

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

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

ATTEST:


CITY OF ANKENY, POLK COUNTY, IOWA

Michelle Yuska
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



Melonie Wallace
Executive Assistant

By 

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

Route executed to: AJH

STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

NOW ON THIS 16 day of March, 2020, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
City of Ankeny, Iowa
(hereinafter, Client) do hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit D Location Map

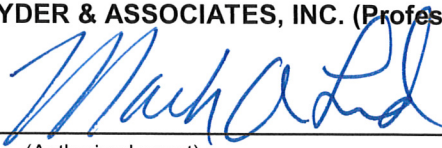
contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order,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

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

CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By:  _____
(Authorized agent)

(Printed or typed signature)



(Printed or typed signature)

Route executed copy to: JWH

EXHIBIT A – SCOPE OF SERVICES

N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the design and construction of intersection and traffic signal improvements at the intersections of N Ankeny Boulevard (US Highway 69) with 5th Street, 9th Street, 11th Street, and 18th Street. The traffic signal improvements will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.
2. The PROJECT includes sidewalk and landscaping improvements at the four corners of each of the four side street intersections with N Ankeny Boulevard, and median landscaping improvements from the north project limits of the 2018 Ankeny Boulevard & First Street Intersection Improvements Project to the north leg of the 18th Street intersection. There are a total of 12 raised medians in the project limits. Irrigation is included with the design for each of these areas. These improvements will be based on the May 5, 2017, N Ankeny Boulevard Landscape Improvements concept plan, and the design and plans developed for the Ankeny Boulevard and First Street Intersection Improvements Project constructed in 2018 and 2019.
3. The PROJECT includes the reconstruction of the raised medians and left turn lanes on the north and south legs of the N Ankeny Boulevard and 18th Street intersection. The reconstruction will provide offset left turn lanes on these two approaches.
4. The PROJECT includes fiber optic upgrades along N Ankeny Boulevard between the 1st Street and 18th Street intersections. These upgrades will incorporate new conduit, handholes, and circuits in the fiber optic system.
5. The PROJECT includes replacing curb and gutter pavement in poor condition along the raised medians within the project limits. The replacement limits will be coordinated with Iowa DOT District 1 staff.

6. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the proposed PROJECT.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the CLIENT, Iowa DOT, and utility companies, as needed.
- d. Project design review with the CLIENT, as needed.
- e. One meeting with Iowa DOT District 1 staff and the CLIENT to review curb replacement limits, construction staging, landscaping improvements, and project schedule.

2. SURVEY AND BASE DRAWINGS

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

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.

- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include the raised medians within the project limits, the four quadrants of the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street, and 18th Street, and the area between the curb and sidewalk along each side of N Ankeny Boulevard. The areas to be surveyed in each of the four quadrants are generally described as being between the roadway pavement gutter section to 5-ft outside the existing right-of-way, and along the intersection return to 10-ft beyond the PC and PT end points.
- h. A boundary survey will be performed to establish the existing right-of-way at each quadrant of the four intersections within the project limits. The Polk County's Assessor and Recorder sites will be researched to obtain recorded easement information on parcels adjacent to each intersection.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

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

3. PRELIMINARY DESIGN AND PLAN PREPARATION

The PROFESSIONAL will perform preliminary design and prepare plans to include:

- a. Plan and vertical geometry information for proposed median and sidewalk improvements.
- b. Landscape enhancements through the project corridor from north of 1st Street to the north leg of the 18th Street intersection. The landscape enhancements shall include raised medians along the project corridor, and improvements in the quadrants of the intersections with 5th, 9th, 11th, and 18th Streets. The design of the improvements shall be similar to the previously accepted concept design, which includes colored pavements, textured pavement surfacing, amended soils, plantings, irrigation for plantings, and grass turf areas.
- c. Identification of curb and gutter sections in poor condition along the raised medians to replace with the PROJECT.
- d. One meeting with the CLIENT to review preliminary design comments received from the CLIENT and Iowa DOT. Preliminary plans will be submitted to Iowa DOT for review and comment in advance of this meeting.
- e. Preliminary design and meeting memorandums.
- f. Engineer's Opinion of Probable Construction Cost for the PROJECT.

4. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

Upon receipt of preliminary plan review comments from the CLIENT and Iowa DOT, the PROFESSIONAL shall prepare construction documents for the PROJECT.

- a. The PROJECT will be phased to construct the concrete, traffic signal, and fiber optic improvements in 2021 (Phase 1); and the landscaping and irrigation improvements in 2022 (Phase 2). Final design will be performed and a plan set will be prepared for each phase.
- b. Concrete and Traffic Signal Improvements – Phase 1. The PROFESSIONAL shall complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for

a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, erosion control, staging, and coordination.

The project information will include full plan sheets including A-, B- and C- sheets; plan view sheets (D-sheets), staging and traffic control (J-Sheets), horizontal and vertical geometry and jointing (L- and S- Sheets) and traffic signal sheets (N- Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is anticipated side street closures will be utilized to complete construction of concrete and traffic signal improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate with potential detours and side street closures associated with the West 1st Street project.

Refer to Article I.B.5 for the Traffic Signal Design and Plans scope of services, and Article I.B.6 for the Fiber Optic Upgrade Design and Plans scope of services.

Landscape and Irrigation Improvements – Phase 2. The PROFESSIONAL shall complete the final design and prepare final plans, specifications, and bid documents for the improvements for the established scope for this project phase and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, staging, and coordination for the intersection quadrants and raised medians.

The project information will include full plan sheets including A-, B- and C- sheets, plan view sheets (D-sheets), and staging and traffic control (J-Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is further anticipated side street closures may be utilized to complete installation of landscaping and irrigation improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate

with potential detours and side street closures associated with the West 1st Street project.

- c. Final Opinion of Probable Construction Cost. Prepare a final opinion of total probable construction cost based on the design developed. Submit to CLIENT and Iowa DOT.
- d. Permits: Prepare and submit to CLIENT and Iowa DOT required Iowa DOT work in right-of-way permit applications.

5. TRAFFIC SIGNAL DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the traffic signal improvements as follows:

- a. Utilize project base mapping and sidewalk/ pedestrian ramp designs to prepare traffic signal modification plans for the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street and 18th Street. Signal modifications will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.
- b. Prepare preliminary traffic signal layouts and provide to the CLIENT for review. The submittal will include an exhibit at each intersection of the traffic signal layout on S-sheets to reflect the quadrant (curb ramp) improvements.
- c. Prepare traffic signal check plans and provide to the CLIENT and Iowa DOT for review. Check plans are anticipated to include signal notes and estimated quantities, signal layout, signal wiring, and signal details.
- d. Prepare cost opinion for traffic signal modifications, for inclusion in the overall project cost opinion.
- e. Complete final traffic signal modification plans, based on CLIENT and Iowa DOT comments received.
- f. Prepare an Iowa DOT traffic control device permit application and submit to CLIENT. The CLIENT will submit the permit application to Iowa DOT.

6. FIBER OPTIC UPGRADE DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the fiber optic upgrade as follows:

- a. Provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities potentially in conflict with the proposed improvements. This includes an estimated ten (10) utility test holes.
- b. Prepare check plans for fiber optic upgrade in new conduit along N Ankeny Boulevard between 1st Street and 18th Street. Submit check plans to CLIENT and Iowa DOT for review. Check plans will be submitted to the CLIENT and any comments addressed prior to submitting check plans to the Iowa DOT. Check plans are anticipated to include the following:
 1. General notes, estimated quantities and estimate reference information.
 2. Fiber optic circuit/ conduit alignment and handholes placement.
 3. Fiber optic circuit design. The circuit type/ count will be coordinated with the CLIENT.
 4. Typical fiber optic circuit/conduit installation details.
 5. Staging design and notes to minimize downtime to the fiber optic system currently in place.
- c. Prepare cost opinion for fiber optic upgrade, for inclusion in the overall project cost opinion.
- d. Complete final fiber optic upgrade plans, based on CLIENT and Iowa DOT comments received.
- e. Prepare fiber optic special provisions to supplement SUDAS specifications, if necessary.

7. PUBLIC INFORMATION MEETING

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

responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

8. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.
- b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.
- c. Bidding. The PROJECT will be bid in two phases with two separate bid lettings. The PROFESSIONAL shall attend the meetings at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES

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

D. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services as follows. Payment shall be as specified in Article III in Exhibit A of this Agreement.

1. TEST HOLES – POTHOLING

The PROFESSIONAL will utilize non-destructive hydro-excavation methods necessary to provide a horizontal and vertical locate of an underground utility. Once the utility line is found, the location and depth will be surveyed and incorporated into the existing survey drawing and evaluated for a potential conflict with the proposed design. The scope of work also includes obtaining necessary permits from the local jurisdiction and State of Iowa; contacting Iowa One Call to arrange for utility locates prior to excavation; utilizing appropriate traffic control; performing non-destructive hydro-excavation test holes to locate existing utilities at multiple locations needed for design; responsible for proper disposal of soil/waste material; backfilling test holes with suitable material; and restoring areas to preconstruction conditions. It is anticipated up to 16 test holes will be needed for this design.

2. RIGHT-OF-WAY SERVICES

Right-of-way acquisition services are not anticipated for this PROJECT. If required, right-of-way services shall be performed under separate Agreement or Amendment.

3. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL'S Responsibility

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

2. CLIENT'S Responsibility

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

3. Indemnification

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

II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	March 17, 2020
Topo and Boundary Survey	April 17, 2020
Preliminary Design Completion – All Phases	June 26, 2020
Final Design Completion	
Phase 1: Traffic Signal and Concrete Improvements	October 2, 2020
Phase 2: Landscaping and Irrigation Improvements	October 1, 2021
Bid Letting	
Phase 1: Traffic Signal and Concrete Improvements	November 10, 2020
Phase 2: Landscaping and Irrigation Improvements	November 9, 2021

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

1. Project Administration and Coordination	\$ 4,900
2. Survey and Base Drawings	\$ 15,600
3. Preliminary Design and Plan Preparation	
Intersection Concrete Improvements	\$ 12,200
Landscape/Irrigation Improvements	\$ 25,200
4. Final Design and Construction Plan Preparation	
Intersection Concrete Improvements	\$ 18,300
Landscaping/Irrigation Improvements	\$ 32,800
5. Traffic Signal Design and Plans	\$ 22,100
6. Fiber Optic Upgrade Design and Plans	\$ 22,000
7. Public Information Meeting	\$ 4,300
8. Bid Period Assistance	\$ 4,800
TOTAL	\$162,200

B. CONSTRUCTION SERVICES

Construction Administration	(By Amendment)
Construction Staking	(By Amendment)
Traffic Signal Coordination Plans	(By Amendment)
Resident Construction Observation	(By Amendment)
TOTAL	(By Amendment)

C. ADDITIONAL SERVICES

Test Holes – Potholing (16 locations)	\$ 11,200
Right-of-Way Services	(By Amendment)

TOTAL CONTRACT AMOUNT **\$173,400**

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

B) AUTOMOBILE LIABILITY

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY

\$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

City of Ankeny Insurance Requirements for Professional Services

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

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

Exhibit C

SNYDER & ASSOCIATES, INC. 2019-20 STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer			
Principal II	\$208.00	/hour	
Principal I	\$197.00	/hour	
Senior	\$177.00	/hour	
VIII	\$163.00	/hour	
VII	\$155.00	/hour	
VI	\$148.00	/hour	
V	\$138.00	/hour	
IV	\$128.00	/hour	
III	\$116.00	/hour	
II	\$106.00	/hour	
I	\$93.00	/hour	
Technical			
Technicians--CADD, Survey, Construction Observation			
Lead	\$125.00	/hour	
Senior	\$119.00	/hour	
VIII	\$111.00	/hour	
VII	\$103.00	/hour	
VI	\$92.00	/hour	
V	\$82.00	/hour	
IV	\$76.00	/hour	
III	\$64.00	/hour	
II	\$56.00	/hour	
I	\$48.00	/hour	
Administrative			
II	\$64.00	/hour	
I	\$52.00	/hour	
Reimbursables			
Mileage	Current IRS standard rate		
Outside Services	As Invoiced		

LEGEND:

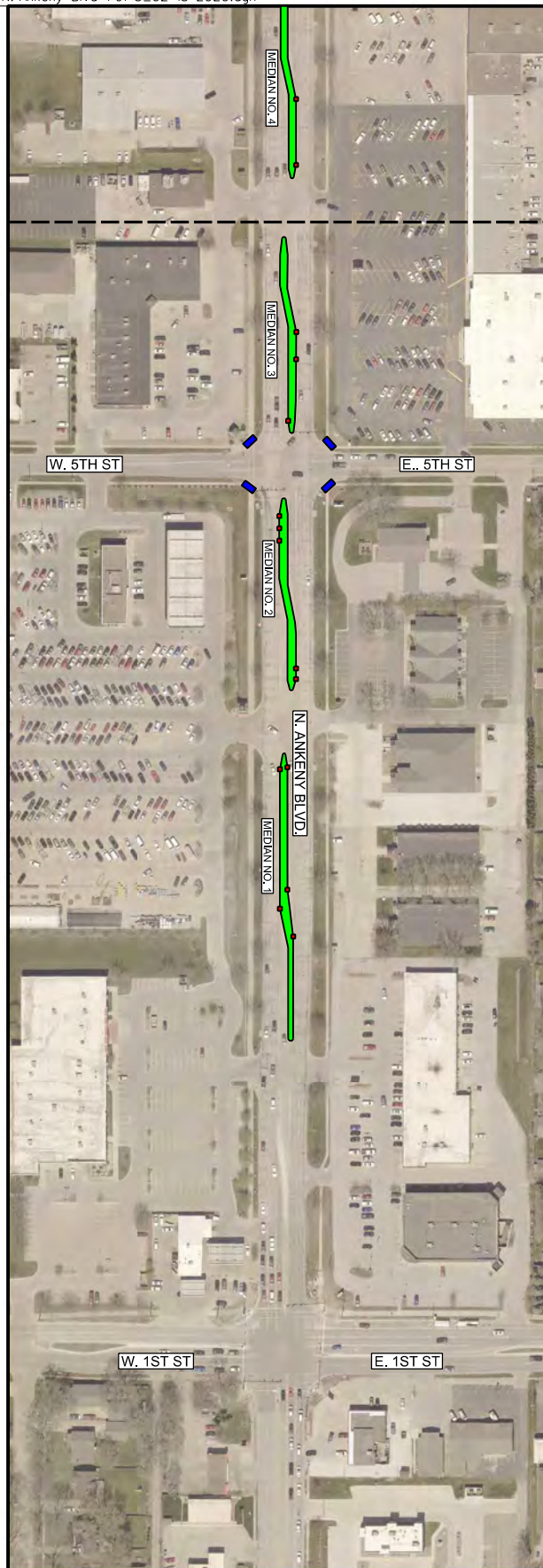
LANDSCAPE CORRIDOR RENOVATIONS:

- MEDIAN - (1)
- INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

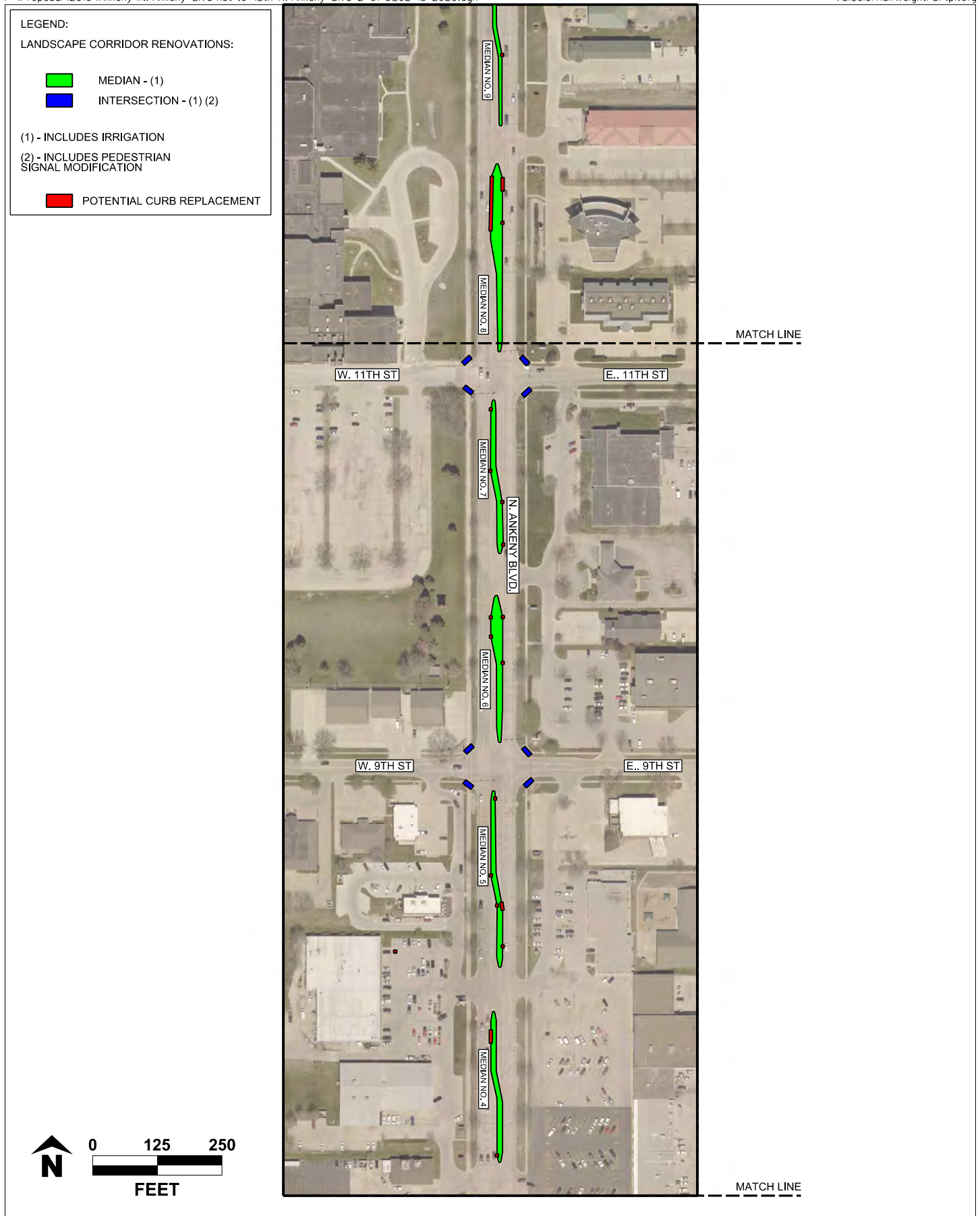
(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

- POTENTIAL CURB REPLACEMENT



MATCH LINE





LEGEND:

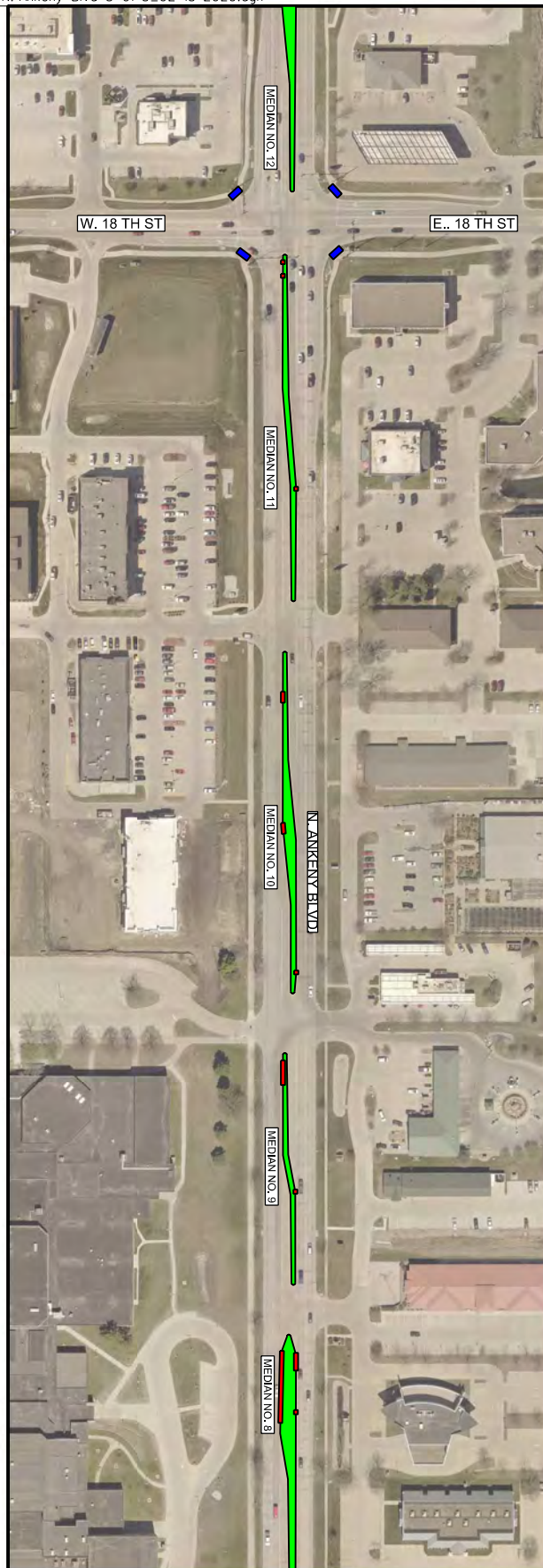
LANDSCAPE CORRIDOR RENOVATIONS:

- MEDIAN - (1)
- INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

- POTENTIAL CURB REPLACEMENT



MATCH LINE

**AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS**

This Amendment entered into this 21st day of March 2022 to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is for additional Professional Services, including bid phase and construction services, associated with a fiber optic upgrade along N Ankeny Boulevard between 1st Street and 18th Street. The fiber optic improvements, hereinafter referred to as the “PROJECT” will be let and constructed as a project separate from other improvements previously identified in the Professional Services Agreement.

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

I. SCOPE OF WORK

A. GENERAL

Add the following paragraph:

7. The PROFESSIONAL will provide Professional Services as required to let the fiber optic upgrade PROJECT and provide construction services for the PROJECT.

B. BASIC ENGINEERING SERVICES

Add the following paragraphs:

9. BID PERIOD ASSISTANCE – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

- a. The project will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary documents for this process.
- b. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services. Prepare and issue addenda as required.
- c. Prepare and facilitate electronic plan distribution via Quest Construction Data Network (CDN).

- d. Attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding the awarding of the construction contract to the lowest qualified bidder.
- e. Prepare the Contract Documents incorporating all addendum items.

C. CONSTRUCTION SERVICES

Add the following paragraphs:

1. CONSTRUCTION SERVICES – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

- a. Arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- b. Review equipment and material submittals for the PROJECT submitted by the CLIENT and/or Contractor for compliance with the Contract Documents. The PROFESSIONAL reserves the right to reject any catalog cuts of materials not in accordance to Contract Documents. The PROFESSIONAL shall notify the CLIENT of any materials not in compliance with Contract Documents. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site.
- c. The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The PROFESSIONAL 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.
- d. The PROFESSIONAL shall perform construction observation at times and intervals appropriate to the stage of construction to observe progress and quality of work and determine if results of the construction work are in general compliance with the Contract Documents. This will include monitoring construction activity and measuring/recording quantities for payment applications.

- e. The PROFESSIONAL shall perform site visits to review progress and address any construction issues as requested by the CLIENT. At these site visits, the PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing current activities and available materials. The PROFESSIONAL shall notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop all work until appropriate corrective measure(s) is determined.
- f. The PROFESSIONAL shall review OTDR test reports (before and after installation) for compliance with specifications.
- g. The PROFESSIONAL shall furnish reproducible record drawings for the PROJECT according to CLIENT requirements. Record drawings shall include providing GPS documentation of conduit routing and handhole locations (CLIENT will locate utility). Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval.

II. WORK SCHEDULE

The PROJECT shall be performed by the PROFESSIONAL in accordance with the construction schedule for the PROJECT. Construction is expected to begin by May 2, 2022 and completed by October 31, 2022.

III. COMPENSATION AND TERMS OF PAYMENT

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

BASE AGREEMENT PLUS AMENDMENT 1

A. BASIC ENGINEERING SERVICES

	BASE	AMEND #	TOTAL
		1	
1. Project Administration and Coordination	\$4,900		\$4,900
2. Survey and Base Drawings	\$15,600		\$15,600
3. Preliminary Design and Plan Preparation			
Intersection Concrete Improvements	\$12,200		\$12,200
Landscape/Irrigation Improvements	\$25,200		\$25,200
4.			

Final Design and Construction Plan Preparation			
	Intersection Concrete Improvements	\$18,300	\$18,300
	Landscaping/Irrigation Improvements	\$32,800	\$32,800
5.	Traffic Signal Design and Plans	\$22,100	\$22,100
6.	Fiber Optic Upgrade Design and Plans	\$22,000	\$22,000
7.	Public Information Meeting	\$4,300	\$4,300
8.	Bid Period Assistance	\$4,800	\$3,000
	TOTAL	\$162,200	\$165,200

B. CONSTRUCTION SERVICES

	BASE	AMEND #	TOTAL
		1	
Construction Administration	(By Amendment)		
Construction Staking	(By Amendment)		
Traffic Signal Coordination Plans	(By Amendment)		
Resident Construction Observation	(By Amendment)		
Construction Services – Fiber Optic	NA	\$16,900	\$16,900
TOTAL		\$16,900	\$16,900

C. ADDITIONAL SERVICES

	BASE	AMEND #	TOTAL
		1	
Test Holes – Potholing (16 locations)	\$11,200		\$11,200
Right-of-Way Services	(By Amendment)		
TOTAL			\$11,200

TOTAL BASE AGREEMENT	\$173,400
TOTAL AMENDMENT 1	\$19,900
TOTAL AGREEMENT	\$193,300

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 21st day of March, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Mandy Hanson
Mandy Hanson, Records Clerk

By [Signature]
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Melvin Wallace

By [Signature]
Digitally signed by David N. Moeller, P.E.
Date: 2022.03.07 10:37:21-06'00'

EXHIBIT C

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

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

AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 3rd day of April 2023 to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is for the construction services associated with a **N Ankeny Boulevard and 18th Street Intersection Improvements**, hereinafter referred to as the “PROJECT.” This PROJECT will be let and constructed as a separate project from the other improvements previously identified in the Professional Services Agreement.

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

I. SCOPE OF WORK

C. CONSTRUCTION SERVICES

Add the following paragraphs:

2. CONSTRUCTION ADMINISTRATION ROADWAY

- a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and franchise utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.
- b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.
- c. The PROFESSIONAL shall prepare three (3) partial payment applications and one (1) change order and make recommendations to the CLIENT for their acceptance. The PROFESSIONAL shall include regular progress reports with the monthly payment applications.
- d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the Contract Documents, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.

- e. The PROFESSIONAL shall conduct eleven (11) weekly construction meetings and prepare meeting minutes for the CLIENT.
- f. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.
- g. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).
- h. When directed to do so by the CLIENT, the PROFESSIONAL shall prepare updated plan sheets for changes approved by the CLIENT.

3. CONSTRUCTION ADMINISTRATION LANDSCAPING

The PROFESSIONAL shall provide construction administration services including:

- a. Shop drawing and material submittal reviews, attendance at a pre-installation meeting, four (4) on-site visits to observe progress, an initial site review upon completion of all plantings, preparation of a punchlist for initial acceptance.
- b. The preparation of Pay Apps and Change Orders.
- c. The preparation of weekly Working Day Reports.
- d. A final site review just prior to the end of the one-year establishment period.

4. CONSTRUCTION STAKING

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

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

- b. Existing pavement removals and easement limits.
- c. Raised beds and retaining walls (wall alignment and elevations with offsets).
- d. Median and turn lane pavement back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to top of slab elevations).
- e. Traffic signal equipment (Center cabinet, ped pole and hand hole locations with offsets and elevations).
- f. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge, and corner offsets with elevations).
- g. Irrigation conduits (beginning and end conduit crossings).

5. CONSTRUCTION OBSERVATION

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

- a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.
- b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.
- c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications, then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- d. The PROFESSIONAL shall prepare a weekly report of working days using the CLIENT's template and provide to the CLIENT for review prior to issuing to the Contractor.

- e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
- f. The PROFESSIONAL shall provide daily observation of traffic control operations, methods, and devices.
- g. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.
- h. The PROFESSIONAL shall be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the PROFESSIONAL as detailed in Section 7.
- i. The PROFESSIONAL shall periodically observe sawing and sealing of joints.
- j. The PROFESSIONAL shall periodically observe all surface restoration.
- k. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

6. RECORD DRAWINGS

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

- a. Underground utility location data from construction phase, including but not limited to: water main fittings (bends, tees, crosses, reducers), irrigation conduits, and signal and fiber optic conduits.
- b. Storm, sanitary, and water main above ground structure location data.
- c. Traffic signal pole, cabinet, and handhole location data.
- d. Fiber optic handhole and conduit location data.
- e. Record Drawing deliverables per the CLIENT submittal requirements.
- f. Pedestrian ramp as-built forms using the CLIENT's template.

7. MONUMENT PRESERVATION

- a. The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the PROJECT corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

8. CONCRETE TESTING EXPENSES

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

II. WORK SCHEDULE

Add the following paragraphs:

The PROJECT shall be performed by the PROFESSIONAL in accordance with the construction schedule for the PROJECT. Construction is expected to begin no earlier than June 5, 2023 and completed by August 18, 2023.

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

	BASE	AMEND # 1	AMEND # 2	TOTAL
1. Project Administration and Coordination	\$4,900			\$4,900
2. Survey and Base Drawings	\$15,600			\$15,600
3. Preliminary Design and Plan Preparation				
Intersection Concrete Improvements	\$12,200			\$12,200
Landscape/Irrigation Improvements	\$25,200			\$25,200
4. Final Design and Construction Plan Preparation				
Intersection Concrete Improvements	\$18,300			\$18,300
Landscaping/Irrigation Improvements	\$32,800		-\$10,800	\$22,000
5. Traffic Signal Design and Plans	\$22,100			\$22,100
6. Fiber Optic Upgrade Design and Plans	\$22,000			\$22,000
7. Public Information Meeting	\$4,300		-\$2,300	\$2,000
8. Bid Period Assistance	\$4,800	\$3,000		\$7,800
TOTAL	\$162,200	\$3,000	-\$13,100	\$152,100

B. CONSTRUCTION SERVICES

	BASE	AMEND # 1	AMEND # 2	TOTAL
1. Construction Services – Fiber Optic		\$16,900	\$0	\$16,900
2. Construction Administration Roadway			\$15,600	\$15,600
3. Construction Administration Landscaping			\$4,000	\$4,000
4. Construction Staking			\$6,000	\$6,000
5. Construction Observation			\$27,100	\$27,100
6. Record Drawings			\$2,500	\$2,500
7. Monument Preservation			\$2,000	\$2,000
8. Construction Testing Expenses			\$4,000	\$4,000
TOTAL		\$16,900	\$61,200	\$78,100

C. ADDITIONAL SERVICES

	BASE	AMEND # 1	AMEND # 2	TOTAL
1. Test Holes – Potholing (16 locations)	\$11,200		-\$11,200	\$0
2. Right-of-Way Services (By Amendment)				
TOTAL	\$11,200		-\$11,200	\$0
TOTAL	\$173,400	\$19,900	\$36,900	\$230,200

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ____ day of _____, 2023.

ATTEST:

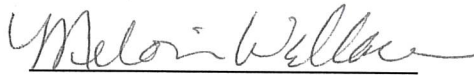
CITY OF ANKENY, POLK COUNTY, IOWA

Michelle Yuska
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



Melonie Wallace
Executive Assistant,
Snyder & Associates, Inc

By 

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

EXHIBIT C



STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$68,356.52 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Oralabor Gateway Trail - SW State Stret Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Contractor: Absolute Concrete Construcion
Address:
Finance Budget Code: 998.3998.4451 Finance Project #: 998.4451
Vendor Project #: 4997 Purchase Order #:
Original Contract Date: March 6, 2023 Vendor Account #:

Date of Council Meeting: November 6, 2023 ✓ Payment Application #: 4 ✓

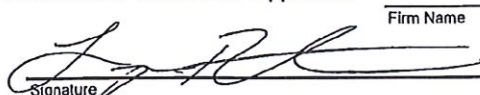
Payment Period: From: September 7, 2023 Through: October 6, 2023

Contract Summary:

Original Contract Amount:	\$	6,369,694.05	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	6,369,694.05	
Total Completed and Stored to Date:	\$	1,253,339.81	
Retainage: 3 % of Completed Work:	\$	30,000.00	
Total Earned Less Retainage:	\$	1,223,339.81	
Less Previous Applications for Payment:	\$	1,154,983.29	
SUBTOTAL:	\$	68,356.52	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	68,356.52	✓
Balance to Finish, Including Retainage:	\$	5,146,354.26	✓
Contract Time Remaining:	153.00	Working Days	

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

Construction Contractor Approval: Absolute Concrete Construcion

Signature:  Date: 10/10/2023

Engineer / Consultant Approval: HR Green, Inc.
Signature: Tony Babcock
Firm Name: HR Green, Inc.
Digitally signed by Tony Babcock
DN: C=US, E=tbabcock@hrgreen.com, O="HR Green, Inc.", CN=Tony Babcock
Location: Ankeny NE 36th Street
Reason: Pay Application 12
Date: 2023.10.10 09:34:00 -0500
Date: 10/6/2023

City of Ankeny Staff Approval:
Signature:  Date: 10/27/2023

Submit to: Jim Haberichter
E-mail: jhaberichter@ankenyiowa.gov Phone Number: 515-963-3536

Date Printed: 10/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 340,429.59
2	August 21, 2023	\$ 528,180.42
3	October 2, 2023	\$ 286,373.28
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 1,154,983.29

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	June 5, 2023

Stages 1-5

Contract Working Days:	90.0
Added by Change Order:	
Total Working Days:	90.0
Working Days Used to Date:	67.0
Working Days Remaining:	23.0

Stages 6-9

Contract Working Days:	130.0
Added by Change Order:	
Total Working Days:	130.0
Working Days Used to Date:	0.0
Working Days Remaining:	130.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	ITEM ID	DESCRIPTION (Include Change Order # if applicable)	Supplemental Description	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGED	QUANTITY	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2101-0880001	CLEARING AND GRUBBING		ACRE	0.35												
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW		CY	261.00												
30	2103-2710090	EXCAVATION, CLASS 10, WASTE		CY	8,124.00												
40	2109-48225100	SPECIAL COMPACTION OF SUBGRADE		STA	21.50												
50	2115-0100000	MODIFIED SUBBASE		CY	954.00												
60	2121-7425010	GRAVULAR SHOULDERS, TYPE A		TON	179.80												
70	2123-5190007	PAVED SHOULDER, P.C. CONCRETE, 7 IN.		SV	337.30												
80	2123-7450000	SHOULDER CONSTRUCTION, EARTH		STA	13.90												
90	2301-11033100	SHOULDER FINISHING, EARTH		STA	5.20												
100	2301-11033100	SHOULDER FINISHING, EARTH		STA	5.20												
110	2301-4815006	MEDIAN, P.C. CONCRETE, 8 IN.		SV	885.20												
120	2401-6745356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES		EACH	8.00												
130	2401-6745705	REMOVAL OF LIGHT POLES		EACH	7.00												
140	2435-0250300	INTRAKE, SW-503		EACH	2.00												
150	2435-0251100	INTRAKE, SW-511		EACH	1.00												
160	2435-0700000	INTRAKE ADJUSTMENT, MAJOR		EACH	1.00												
170	2502-6745692	REMOVAL OF SUBDRAIN		LF	1,400.00												
180	2502-6745692	REMOVAL OF EXISTING INTRAKE		LF	1,441.40												
190	2502-6713208	SUBDRAIN, PVC, STANDARD, PREPARED, 8 IN.		EACH	3.00												
200	2502-6713208	SUBDRAIN RISER, 8 IN., AS PER PLAN		EACH	2.00												
210	2502-6713208	SUBDRAIN OUTLET, DR-305		LF	16.00												
220	2503-0114212	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 30 IN.		LF	28.00												
230	2503-0114212	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 30 IN.		LF	16.00												
240	2503-0200306	ENGINEERING FABRIC		SV	25.00												
250	2502-7350005	REINFORCEMENT FABRIC		TON	17.30												
260	2502-8820051	REINFORCEMENT FABRIC		SV	4,040.70												
270	2510-6745692	REMOVAL OF PAVEMENT		EACH	2.00												
280	2510-6745692	REMOVAL OF INTRAKES AND UTILITY ACCESSSES		SV	328.80												
290	2511-6745690	SIDEWALK, P.C. CONCRETE, 4 IN.		SV	206.40												
300	2511-7258004	SIDEWALK, P.C. CONCRETE, 4 IN.		SV	16.50												
310	2511-7258005	SIDEWALK, P.C. CONCRETE, 5 IN.		SV	81.80												
320	2511-7258006	SIDEWALK, P.C. CONCRETE, 6 IN.		SV	155.00												
330	2511-7258101	DETECTABLE MARKINGS		SV	315.80												
340	2515-6126000	REMOVAL OF PAVED DRIVEWAY		SV	398.10												
350	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
360	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
370	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
380	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
390	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
400	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
410	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
420	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
430	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
440	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
450	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
460	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
470	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
480	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
490	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
500	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
510	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
520	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
530	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
540	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
550	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
560	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
570	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
580	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
590	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
600	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
610	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
620	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
630	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
640	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
650	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
660	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
670	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
680	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
690	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
700	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
710	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
720	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
730	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
740	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
750	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
760	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
770	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
780	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
790	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
800	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												
810	2524-6713200	REMOVAL OF PAVED DRIVEWAY		SV	19.00												

[illegible]



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$3,839.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 17, 2023	\$ 1,403.00
2	May 19, 2023	\$ 8,156.00
3	June 5, 2023	\$ 4,170.50
4	July 3, 2023	\$ 5,047.00
5	August 7, 2023	\$ 4,232.00
6	September 5, 2023	\$ 7,552.50
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 30,561.00

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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



**BOLTON
& MENK**

Real People. Real Solutions.

Ankeny PRA9 Concept Study Monthly Progress Report

Date: September 22, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Held meeting with City Staff to review concepts and options for study intersections and School Street. Finalized concepts, prepared turn lane analysis, met with city staff on preferred alternative. Prepared evaluation matrix and draft report.

Upcoming Major Work Items

Send budget numbers to city for CIP Planning and finalize draft report by end of September.

Potential Scope/Schedule Changes

Not a scope change, but we are tracking over on analysis. Will use the extra in tasks 2 and 4 to cover the overage in task 3.

Budget Status/Percent Complete

(through current invoice period 9/1/2023)

Task Number and Description	Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1: Project Management/Engagement	\$ 3,000.00	\$ 271.50	\$ 2,854.00	\$ (125.50)	90%	104%
Task 2: Data Collection	\$ 4,159.00	\$ -	\$ 4,159.00	\$ -	100%	100%
Task 3: Existing and Future Analysis	\$ 13,000.00	\$ 1,660.00	\$ 15,722.00	\$ (4,382.00)	100%	134%
Task 4: Concept and Cost Estimates	\$ 8,241.00	\$ 2,880.00	\$ 2,430.00	\$ 2,931.00	60%	64%
Task 5: Report	\$ 6,000.00	\$ 2,526.50	\$ 5,396.00	\$ (1,922.50)	60%	132%
TOTAL	\$ 34,400.00	\$ 3,839.00	\$ 30,561.00	\$ (3,499.00)	85%	110%

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 515-491-0632 or email at jennifer.mccoy@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager


**BOLTON
& MENK**

Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900

507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny
 Leslie Hart, Traffic Engineering Manager
 1210 NW Prairie Ridge Drive
 Ankeny, IA 50023

September 22, 2023
 Project No: OT4.130105
 Invoice No: 0321599
 Client Account: ANKENY_CI_IA

Ankeny/PRA9 Concept Study
Project Management and Engagement (001)
Professional Services

	Hours	Amount	
Senior Project Engineer	1.00	181.00	
Totals	1.00	181.00	
Total Labor			181.00
		Total this Task	\$181.00

Existing and Future Analysis (003)
Professional Services

	Hours	Amount	
Project Engineer	3.00	510.00	
Technician	2.00	130.00	
Totals	5.00	640.00	
Total Labor			640.00
		Total this Task	\$640.00

Concept and Cost Estimates (004)
Professional Services

	Hours	Amount	
Design Engineer	5.00	675.00	
Technician	7.00	630.00	
Totals	12.00	1,305.00	
Total Labor			1,305.00
		Total this Task	\$1,305.00

Report (005)
Professional Services

	Hours	Amount	
Design Engineer	7.50	1,012.50	
Senior Project Engineer	4.00	724.00	
Totals	11.50	1,736.50	
Total Labor			1,736.50

Project	0T4.130105	Ankeny/PRA9 Concept Study	Invoice	0321599
Total this Task			\$1,736.50	
Billing Limits	Current	Prior	To-Date	
Total Billings	3,862.50	30,561.50	34,424.00	
Limit			34,400.00	
Adjustment				-24.00
Total this Invoice			\$3,838.50	

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$7,264.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization
Contractor: Bolton & Menk, Inc.
Address: 1960 Premier Drive, Mankato, MN 56001
Finance Budget Code: 889.3889.4210 Finance Project #: 889.4210
Vendor Project #: Purchase Order #: NA
Original Contract Date: May 15, 2023 Vendor Account #: 9283

Date of Council Meeting: November 10, 2023

Payment Application #: 3

Payment Period: From: June 23, 2023 Through: September 5, 2023

Contract Summary:

Original Contract Amount:	\$	39,000.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	39,000.00	
Total Completed and Stored to Date:	\$	15,940.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	15,940.50	
Less Previous Applications for Payment:	\$	8,676.00	
SUBTOTAL:	\$		7,264.50
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		7,264.50
Balance to Finish, Including Retainage:	\$	23,059.50	

Contract Time Remaining: NA 123.00 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: NA

Firm Name

Signature

Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Leslie Hart, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 10/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	August 21, 2023	\$ 4,428.50
2	September 18, 2023	\$ 4,247.50
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 8,676.00

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	84.0
Working Days Remaining:	76.0

Full Completion:

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

**BOLTON
& MENK**

Real People. Real Solutions.

Ankeny Corp Woods Signal Monthly Progress Report

Date: September 22, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Laid out signal and pedestrian ramp design

Upcoming Major Work Items

Project layout and railroad coordination
30% plan submittal

Potential Scope/Schedule Changes**Budget Status/Percent Complete**

(through current invoice period 9/5/2023)

Task Number and Description	Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1: Signal Design	\$ 39,000.00	\$ 7,264.50	\$ 4,428.50	\$ 27,307.00	30%	30%
TOTAL	\$ 39,000.00	\$ 7,264.50	\$ 4,428.50	\$ 27,307.00	30%	30%

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 515-491-0632 or email at jennifer.mccoy@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny
Leslie Hart, Traffic Engineering Manager
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

September 22, 2023
Project No: 0T4.131019
Invoice No: 0321598
Client Account: ANKENY_CI_IA

Ankeny/Corporate Woods Dr/Crosswinds Dr

Project Management (001)

Professional Services

	Hours	Amount	
Principal	.50	94.00	
Project Engineer	.50	85.00	
Senior Project Engineer	.50	90.50	
Totals	1.50	269.50	
Total Labor			269.50
Total this Task			\$269.50

Topo Survey & ROW Mapping (002)

Professional Services

	Hours	Amount	
Specialist	5.50	676.50	
Senior Technician	1.00	151.00	
Totals	6.50	827.50	
Total Labor			827.50
Total this Task			\$827.50

Final Design Plans & Specifications (003)

Professional Services

	Hours	Amount	
Design Engineer	37.50	5,062.50	
Project Engineer	6.50	1,105.00	
Totals	44.00	6,167.50	
Total Labor			6,167.50
Total this Task			\$6,167.50
Total this Invoice			\$7,264.50

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$4,050.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Delaware Ground Storage Reservoir Rehabilitation Project
Contractor: DIXON Engineering, Inc.
Address: 1104 Third Ave, Lake Odessa, MI 48849
Finance Budget Code: 637.3637.4210 Finance Project #: 637.421
Vendor Project #: IA2023TSW-5000 Purchase Order #:
Original Contract Date: January 3, 2023 Vendor Account #: 9477

Date of Council Meeting: 11/6/23 Payment Application #: 3

Payment Period: From: June 2, 2023 Through: September 30, 2023

Contract Summary:

Original Contract Amount:	\$	7,225.00	
Net Change by Change Orders:	\$	42,850.00	
Contract Amount to Date: (line 1 ± 2)	\$		50,075.00
Total Completed and Stored to Date:	\$	11,275.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$		11,275.00
Less Previous Applications for Payment:	\$		7,225.00
SUBTOTAL:			\$ 4,050.00
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 4,050.00
Balance to Finish, Including Retainage:	\$		38,800.00
Contract Time Remaining:		-	Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

DIXON Engineering, Inc.

Firm Name

Signature

Date

October 17, 2023

City of Ankeny Staff Approval:

Signature

Date

10-18-23

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov

Phone Number: 515-963-3529

Date Printed: 10/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 7, 2023	\$ 5,850.00
2	June 19, 2023	\$ 1,375.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 7,225.00

Record of Change Orders:

No.	Date	Amount
1	July 10, 2023	\$ 42,850.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ 42,850.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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

DIXON ENGINEERING, INC.

1104 Third Avenue, Lake Odessa, MI 48849 • Tel: 616-374-3221 • Fax: 616-374-7116

City of Ankeny
410 W First St
Ankeny, IA 50023
Attn: Don Clark

Invoice number 23-1182
Date 10/17/2023
Project IA2023TSW-5000 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
500,000 Gallon Reservoir - (Delaware) #15 77 03 02			
Technical Specifications, Bidding & Contract Documents	5,850.00	5,850.00	0.00
Bid Opening Meeting	1,375.00	1,375.00	0.00
Preconstruction Meeting	1,550.00	0.00	1,550.00
Project Administration	5,000.00	0.00	2,500.00
Cathodic Installation	1,550.00	0.00	0.00
Weld Services	3,100.00	0.00	0.00
Critical Phase Services	24,750.00	0.00	0.00
Finalization Site Review	3,100.00	0.00	0.00
Warranty Observation	3,800.00	0.00	0.00
Subtotal	50,075.00	7,225.00	4,050.00
Total	50,075.00	7,225.00	4,050.00

Invoice total 4,050.00

PLEASE MAKE PAYMENT TO OUR CORPORATE OFFICE: DIXON ENGINEERING, INC., 1104 THIRD AVENUE, LAKE ODESSA MI 48849

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- www.dixonengineering.net/invoice-payment/.

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$8,946.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer - Phase 2
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 1 **PO #**
Original Contract Date: September 5, 2023 **Vendor #** 2078

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: September 5, 2023 Through: September 30, 2023

Contract Summary

Original Contract Amount:	\$	29,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	29,000.00	
Total completed and stored to date:	\$	8,946.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	8,946.00	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$		8,946.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,946.00

Balance to finish, including retainage: \$ 20,054.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Signature

Date

October 6, 2023

City of Ankeny Staff Approval:

Signature

Date

10/24/23

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

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

Date Printed: 10/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ -

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

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

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

October 19, 2023

Project No: 0023A020.00

Invoice No: 86562

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total	USD 8,946.00
----------------------	---------------------

Project 0023A020.00 North Four Mile Creek Trunk Sewer - Phase 2

Professional Services through September 30, 2023**Professional Personnel**

	Hours	Rate	Amount
Project Manager II	2.00	202.00	404.00
Project Engineer II	30.00	166.00	4,980.00
Staff Engineer II	26.00	137.00	3,562.00
Totals	58.00		8,946.00
Total Labor			8,946.00

Billing Limits	Current	Prior	To-Date
Total Billings	8,946.00	0.00	8,946.00
Limit			29,000.00
Remaining			20,054.00

Total This Invoice	USD 8,946.00
---------------------------	---------------------



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #18 in the amount of \$9,245.40 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 18 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: September 1, 2023 Through: September 30, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	173,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		300,600.00
Total completed and stored to date:	\$	179,583.01	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	179,583.01	
Less previous applications for payment:	\$	170,337.61	
SUBTOTAL	\$		9,245.40

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,245.40

Balance to finish, including retainage: \$ 121,016.99

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Active User
Reason: I am approving this document
Date: 2023.10.06 14:21:57 -0500

Firm Name

Signature Date

October 6, 2023

City of Ankeny Staff Approval:

Donald Clark

Signature Date

10/24/23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
11	March 20, 2023	\$ 14,595.26
12	May 1, 2023	\$ 1,951.69
13	June 5, 2023	\$ 2,580.57
14	July 3, 2023	\$ 4,737.17
15	August 7, 2023	\$ 2,963.58
16	August 21, 2023	\$ 2,499.00
17	October 2, 2023	\$ 20,966.22
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 170,337.61

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
2	April 17, 2023	\$ 162,000.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 173,500.00

Contract Time Remaining

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

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

October 19, 2023

Project No: 0022A004.00

Invoice No: 86560

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 9,245.40

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through September 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	7.50	202.00	1,515.00	
Project Engineer II	2.00	166.00	332.00	
Technician I	57.50	85.00	4,887.50	
Construction Manager III	8.00	182.00	1,456.00	
Project Administrator II	1.00	102.00	102.00	
Totals	76.00		8,292.50	
Total Labor				8,292.50

Expenses 952.90

Billing Limits	Current	Prior	To-Date	
Total Billings	9,245.40	170,337.61	179,583.01	
Limit			300,600.00	
Remaining			121,016.99	
		Total This Invoice		USD 9,245.40



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #7 in the amount of \$72,962.10 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 7 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: September 1, 2023 Through: September 30, 2023

Contract Summary

Original Contract Amount:	\$	473,400.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	473,400.00
Total completed and stored to date:	\$	322,351.74
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	322,351.74
Less previous applications for payment:	\$	249,389.64
SUBTOTAL	\$	72,962.10

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 72,962.10

Balance to finish, including retainage: \$ 151,048.26

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Andy S. Foy
Digitally signed by Andy S. Foy
DN: CN=Andy S. Foy, OU=Active User
Accounts, OU=Members, DC=foth, DC=com
Reason: I am approving this document
Date: 2023.10.06 15:34:24 -05'00'

Firm Name

Signature Date

October 6, 2023

City of Ankeny Staff Approval:

Mitch Wedell *Wedell* *10/24/23*
Signature Date

Submit to: Mitch Wedell, P.E. - Development Engineering Manager
E-mail: MWedell@Ankenylowa.gov Phone: (515) 963-3520 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 25,629.81
2	June 5, 2023	\$ 71,489.33
3	July 3, 2023	\$ 48,422.90
4	August 7, 2023	\$ 21,666.10
5	August 21, 2023	\$ 21,628.00
6	October 2, 2023	\$ 60,553.50
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 249,389.64

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

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

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

October 19, 2023

Project No: 0023A007.00

Invoice No: 86561

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 72,962.10

Project 0023A007.00 NW State Street Extension

Professional Services through September 30, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager III	2.00	216.00	432.00
Project Manager II	130.00	202.00	26,260.00
Project Engineer V	33.50	216.00	7,236.00
Project Engineer III	95.00	178.00	16,910.00
Project Engineer I	8.50	154.00	1,309.00
Staff Engineer III	91.50	147.00	13,450.50
Staff Engineer II	27.80	137.00	3,808.60
Staff Engineer I	22.00	127.00	2,794.00
Technician VIII	4.00	165.00	660.00
Project Administrator II	1.00	102.00	102.00
Totals	415.30		72,962.10
Total Labor			72,962.10

Billing Limits	Current	Prior	To-Date
Total Billings	72,962.10	249,389.64	322,351.74
Limit			473,400.00
Remaining			151,048.26

Total This Invoice USD 72,962.10



Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: September 1st to September 30th, 2023

Work Completed:

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

- Ongoing project coordination and project management.
- Roundabout layout and functional design
- Functional design submittal and estimate

Work Scheduled:

The following work tasks will be completed in October of 2023:

- Continue design development coordination and project management.
- Begin preliminary storm sewer layout
- Finalize traffic report
- Continue roadway prelim design
- Lighting layout

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	March 6, 2023
Design Survey and Mapping	April, 2023
Traffic Study	June, 2023
Functional Design	August, 2023
Preliminary Design	October, 2023

General Comments:

- None



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #30 in the amount of \$2,574.00 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #30

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 0202936 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 30
PAYMENT PERIOD: From: September 1, 2023 Through: September 30, 2023

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	471,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	821,700.00	
Total completed and stored to date:	\$	806,196.94	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	806,196.94	
Less previous applications for payment:	\$	803,622.94	
SUBTOTAL	\$		2,574.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,574.00

Balance to finish, including retainage: \$ 15,503.06

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

FOX Strand

Firm Name

Steven J. Troyer, P.E.

October 17, 2023

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov

Phone: 515-963-3529

Fax: (515) 963-3535

Date Printed: 10/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24	03/31/23	\$ 19,437.33
25	04/30/23	\$ 8,492.15
26	05/31/23	\$ 13,381.15
27	06/30/23	\$ 7,324.25
28	07/31/23	\$ 2,898.00
29	08/31/23	\$ 1,485.00
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 803,622.94

Record of Change Orders

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

TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

October 11, 2023
Project No: 7020.001
Invoice No: 0202936

Professional Services: September 1, 2023 through September 30, 2023

Project	7020.001	Ankeny ASR - Final Design		
Fee				
Total Fee		172,600.00		
Percent Complete		100.00	Total Earned	172,600.00
			Previous Fee Billing	172,600.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Project	0.00

Project	7020.002	Ankeny ASR - IDNR Permit Fees		
			Total this Project	0.00

Project	7020.003	Ankeny ASR - Bidding		
Fee				
Total Fee		31,000.00		
Percent Complete		100.00	Total Earned	31,000.00
			Previous Fee Billing	31,000.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Project	0.00

Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
			Total this Project	0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0202936
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		270,000.00		
Percent Complete		99.00	Total Earned	267,300.00
			Previous Fee Billing	267,300.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Project		0.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		2,574.00
		Total this Project		\$2,574.00
Project	7020.011	Construction Staking Services		
		Total this Project		0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0202936
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$2,574.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: October 9, 2023

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

RE: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
FOX Strand Project Number 7020.001

DELIVERY: US mail

ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the September 2023 billing period. Time was spent this period on construction administration correspondence with the contractor and submittal review.

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


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



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #6 in the amount of \$36,237.50 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street & NE 38th Street Water Main Loop
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 618.3618.4210 **Finance Project #** 618.4210
Vendor Project or Invoice #: 7020.013 **PO #**
Original Contract Date: March 20, 2023 **Vendor #** 11377

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: September 1, 2023 Through: September 30, 2023

Contract Summary

Original Contract Amount:	\$	204,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	204,000.00	
Total completed and stored to date:	\$	147,134.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	147,134.75	
Less previous applications for payment:	\$	110,897.25	
SUBTOTAL	\$		36,237.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 36,237.50

Balance to finish, including retainage: \$ 56,865.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name FOX Strand

Mitchell Holtz, P.E.

October 17, 2023

Signature Date

City of Ankeny Staff Approval:

Signature *Donald Clark* Date 10-17-23

Submit to: Don Clark, Director of Municipal Utilities

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 11, 2023	\$ 12,436.75
2	June 12, 2023	\$ 15,355.75
3	July 13, 2023	\$ 12,363.50
4	August 10, 2023	\$ 43,410.00
5	September 13, 2023	\$ 27,331.25
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 110,897.25

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

October 11, 2023
Project No: 7020.013
Invoice No: 0202937

Professional Services: September 1, 2023 through September 30, 2023

Project	7020.013	NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding		
Fee				
Total Fee		175,000.00		
Percent Complete		70.00	Total Earned	122,500.00
			Previous Fee Billing	87,500.00
			Current Fee Billing	35,000.00
			Total Fee	35,000.00
			Total this Project	\$35,000.00

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services		
		Total Labor		1,237.50
			Total this Project	\$1,237.50
			Total this Invoice	\$36,237.50

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 1

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

STATUS REPORT

DATE: October 10, 2023

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
PN 7020.013, 7020.014

ITEMS: Status Report / Monthly Billing

COMMENTS:

In the month of September, FOX Strand provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop Project as follows:

Design & Bidding - FOX Strand continued with design for the project. FOX Strand made plan modifications per Staff recommendations and provided updated planset and cost estimate as requested.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - FOX Strand responded to Staff requests regarding easements.

Let me know if you have any questions or concerns.

A blue ink signature of Mitch Holtz, P.E., written over a horizontal line.

Mitch Holtz, P.E



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$7,029.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Drive & NW 18th Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite,200, Johnston, IA 50131
Finance Budget Code: 922.3922.4210 **Finance Project #:** 922.4210
Vendor Project #: 220196 **Purchase Order #:** NA
Original Contract Date: March 20, 2023 **Vendor Account #:** 5531

Date of Council Meeting: November 6, 2023 **Payment Application #:** 7
Payment Period: From: August 26, 2023 Through: September 29, 2023

Contract Summary:

Original Contract Amount:	\$	107,920.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	107,920.00	
Total Completed and Stored to Date:	\$	66,234.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	66,234.00	
Less Previous Applications for Payment:	\$	59,204.50	
SUBTOTAL:	\$		7,029.50
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		7,029.50
Balance to Finish, Including Retainage:	\$	41,686.00	
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: NA
 Firm Name

Signature _____ Date _____

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

Signature *Barry Wick* _____ Date October 17, 2023

City of Ankeny Staff Approval:
 Signature *Matthew Lytle* _____ Date 10/17/2023

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: lhart@ankenyiowa.gov **Phone Number:** 515-963-3548

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT & ADMINISTRATION													
	Engineering	EA	1.00		1.00	\$ 832.00	\$ 832.00	1.00	\$ 832.00		1.00	\$ 832.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 479.50	\$ 479.50	1.00	\$ 479.50		1.00	\$ 479.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 821.75	\$ 821.75	1.00	\$ 821.75		1.00	\$ 821.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,165.75	\$ 1,165.75	1.00	\$ 1,165.75		1.00	\$ 1,165.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,419.50	\$ 1,419.50	1.00	\$ 1,419.50		1.00	\$ 1,419.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,368.50	\$ 1,368.50	1.00	\$ 1,368.50		1.00	\$ 1,368.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,277.00	\$ 2,277.00	1.00	\$ 2,277.00		1.00	\$ 2,277.00	0.00	100.00%
2.00	TRAFFIC ANALYSIS													
	Engineering	EA	1.00		1.00	\$ 980.00	\$ 980.00	1.00	\$ 980.00		1.00	\$ 980.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 4,247.50	\$ 4,247.50	1.00	\$ 4,247.50		1.00	\$ 4,247.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 8,855.00	\$ 8,855.00	1.00	\$ 8,855.00		1.00	\$ 8,855.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 6,055.00	\$ 6,055.00	1.00	\$ 6,055.00		1.00	\$ 6,055.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,410.00	\$ 1,410.00	1.00	\$ 1,410.00		1.00	\$ 1,410.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,970.00	\$ 2,970.00	1.00	\$ 2,970.00		1.00	\$ 2,970.00	0.00	100.00%
3.00	CONCEPT DESIGN													
	Engineering	EA	1.00		1.00	\$ 5,313.75	\$ 5,313.75	1.00	\$ 5,313.75		1.00	\$ 5,313.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 11,615.00	\$ 11,615.00	1.00	\$ 11,615.00		1.00	\$ 11,615.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,142.50	\$ 3,142.50	1.00	\$ 3,142.50		1.00	\$ 3,142.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,782.50	\$ 1,782.50	1.00	\$ 1,782.50		1.00	\$ 1,782.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.00	SURVEY & MAPPING													
	Engineering	EA	1.00		1.00	\$ 57.50	\$ 57.50	1.00	\$ 57.50		1.00	\$ 57.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 8,968.75	\$ 8,968.75	1.00	\$ 8,968.75		1.00	\$ 8,968.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,472.50	\$ 2,472.50	1.00	\$ 2,472.50		1.00	\$ 2,472.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	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 = \$ 66,234.00 PAY PERIOD = \$ 66,234.00

COMPLETED = \$ 66,234.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 1,812.00
2	June 5, 2023	\$ 4,784.50
3	July 17, 2023	\$ 18,645.50
4	August 7, 2023	\$ 15,007.00
5	September 18, 2023	\$ 14,444.50
6	October 2, 2023	\$ 4,511.00
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 59,204.50



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

▷ HRGREEN.COM

October 17, 2023

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

Progress Report & Attached Invoice
Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
HRG Project No. 220196
Contract date: March 20, 2023

Dear Leslie:

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

Attached Invoice #	167815
Period covered by invoice	8/26/23 – 9/29/23
Amount this invoice	\$7,029.50
Total billings to date, including this invoice	\$66,234.00
Contract maximum fee	\$107,920.00
% of Contract billed to date	61.37%

Summary of services during this billing period:

- Project Management & Admin
- Concept Refinements
- VISSIM Modeling / Additional SIDRA Modeling
- Coordination with City Staff

Comments:

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Brian Willham, P.E.



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

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

October 16, 2023
 Project No: 220196
 Invoice No: 167815
 Invoice Total: \$7,029.50

Project 220196 Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
 NW Irvinedale Drive and NW 18th Street
 Intersection Improvements

Professional Services Through September 29, 2023

Phase 1.0 Project Management and Administration

Professional Personnel

	Hours	Amount	
Senior Professional	8.50	2,062.50	
Professional	.50	87.50	
Corporate Admin	1.00	127.00	
Totals	10.00	2,277.00	
Total Labor			2,277.00
Total this Phase			\$2,277.00

Phase 2.0 Traffic Analysis

Professional Personnel

	Hours	Amount	
Professional	16.50	2,970.00	
Totals	16.50	2,970.00	
Total Labor			2,970.00
Total this Phase			\$2,970.00

Phase 3.0 Concept Design

Professional Personnel

	Hours	Amount	
Senior Professional	2.00	470.00	
Professional	7.50	1,312.50	
Totals	9.50	1,782.50	
Total Labor			1,782.50
Total this Phase			\$1,782.50

Billing Limits	Current	Prior	To-Date
Total Billings	7,029.50	59,204.50	66,234.00
Limit			107,920.00
Remaining			41,686.00

Project	220196	Ankeny, IA - NW Irvinedale Drive and NW	Invoice	167815
Total this Invoice			<u>\$7,029.50</u>	



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$74,065.26 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200 Johnston, IA 50131
Finance Budget Code: 998.3998.4210 **Finance Project #:** 998.421
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: February 7, 2022 **Vendor Account #:** 5513

Date of Council Meeting: November 6, 2023 **Payment Application #:** 11

Payment Period: From: August 26, 2023 Through: September 29, 2023

Contract Summary:

Original Contract Amount: \$ 355,700.00
Net Change by Change Orders: \$ 473,813.00
Contract Amount to Date: (line 1 ± 2) \$ 829,513.00

Total Completed and Stored to Date: \$ 515,311.78
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 515,311.78
Less Previous Applications for Payment: \$ 441,246.52
SUBTOTAL: \$ 74,065.26

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ **74,065.26**

Balance to Finish, Including Retainage: \$ 314,201.22

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: HR Green, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval: HR Green, Inc.

Firm Name

Signature

Date

October 20, 2023

City of Ankeny Staff Approval:

Signature

Date

10/27/2023

Submit to: Jim Haberichter

E-mail: jhaberichter@Ankenylowa.gov

Phone Number: 515-963-3536

Date Printed: 10/20/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	4/18/22	\$ 45,993.75
2	June 6, 2022	\$ 69,475.00
3	August 15, 2022	\$ 59,151.51
4	October 3, 2022	\$ 36,117.50
5	October 17, 2022	\$ 65,290.75
6	November 7, 2022	\$ 66,482.50
7	January 3, 2023	\$ 29,525.63
8	August 7, 2023	\$ 2,217.00
9	September 18, 2023	\$ 40,890.60
10	October 2, 2023	\$ 26,102.28
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 441,246.52

Record of Change Orders:

No.	Date	Amount
1	July 5, 2022	\$ 16,500.00
2	May 15, 2023	\$ 457,313.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ 473,813.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



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

▷ HRGREEN.COM

October 10, 2023

Jim Haberichter, PE
Civil Engineer II
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail - SW State Street Underpass and
SW Oralabor Road and SW State Street Intersection Improvements
HRG Project No. 210345.02
Contract date: March 6, 2023

Dear Jim:

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

Attached Invoice #	167533
Period covered by invoice	8/26/23 – 9/29/23
Amount this invoice	\$59,882.01
Total billings to date, including this invoice	\$501,128.53
Contract maximum fee	\$829,513.00
% of Contract billed to date	60.41%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Provided coordination and design support for inquiries and modifications
- Project visits and reviews by Engineer
- Project management

Comments:

- None at this time

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



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

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

October 10, 2023
 Project No: 210345.02
 Invoice No: 167533
 Invoice Total: \$59,882.01

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through September 29, 2023

Phase 11.0 Construction Phase Services

Professional Personnel

	Hours	Amount	
Senior Professional	34.50	7,627.50	
Professional	1.75	373.75	
Field Personnel	193.00	22,195.00	
Corporate Admin	.50	63.50	
Totals	229.75	30,259.75	
Total Labor			30,259.75

Consultants

Nilles Associates			
9/22/2023	Nilles Associates	Construction Survey	9,842.85
9/22/2023	Nilles Associates	Construction Survey	13,111.15
Terracon Consultants, Inc.			
9/22/2023	Terracon Consultants, Inc.	Materials Testing	2,268.38
9/22/2023	Terracon Consultants, Inc.	Materials Testing	2,739.88
Total Consultants			27,962.26
			27,962.26

Unit Charges

Mileage 0.625		780.00	
Total Unit Charges		780.00	780.00

Total this Phase \$59,002.01

Phase 12.0 Construction Phase Services - Fiber Optic

Professional Personnel

	Hours	Amount	
Professional	4.00	880.00	
Totals	4.00	880.00	
Total Labor			880.00

Total this Phase \$880.00

Billing Limits

	Current	Prior	To-Date
Total Billings	59,882.01	69,209.88	129,091.89
Limit			443,313.00
Remaining			314,221.11

Project	210345.02	Ankeny, IA - Oralabor Gateway Trail CE&I	Invoice	167533
Total this Invoice			<u>\$59,882.01</u>	



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

▷ HRGREEN.COM

July 28, 2023

Jim Haberichter, PE
Civil Engineer II
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail and SW State Street
HRG Project No. 210345.01
Contract date: February 7, 2022

Dear Jim:

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

Attached Invoice #	165305
Period covered by invoice	11/26/22 – 6/30/23
Amount this invoice	\$14,163.36
Total billings to date, including this invoice	\$386,200.00
Contract maximum fee	\$386,200.00
% of Contract billed to date	100%

Summary of services during this billing period:

- Project Management
- Final Design
- Water Main Design
- Utility Coordination
- Lighting Design
- Staging

Comments:

- This is the final invoice for this project contract, billed to max and ready to be closed following payment. Additional effort beyond the limit has been absorbed by HR Green.

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Ryan Simbro, P.E.



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

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

July 27, 2023
Project No: 210345.01
Invoice No: 165305
Invoice Total: \$14,163.36

Project 210345.01 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through June 30, 2023

Phase 01.00 Project Management

Professional Personnel

	Hours	Amount
Professional	2.25	337.50
Junior Professional	2.00	240.00
Admin Coordinator	4.50	456.00
Corporate Admin	1.50	150.00
Totals	10.25	1,183.50
Total Labor		1,183.50

Total this Phase \$1,183.50

Phase 03.00 Utility Coordination

Professional Personnel

	Hours	Amount
Professional	2.50	375.00
Totals	2.50	375.00
Total Labor		375.00

Total this Phase \$375.00

Phase 09.00 Final Design

Professional Personnel

	Hours	Amount
Professional	1.75	292.50
Admin Coordinator	1.50	156.00
Totals	3.25	448.50
Total Labor		448.50

Total this Phase \$448.50

Phase 11.00 Water Main Design

Professional Personnel

	Hours	Amount
Principal	.50	130.00
Junior Professional	1.25	171.25
Totals	1.75	301.25
Total Labor		301.25

Project	210345.01	Ankeny, IA - Oralabor Gateway Trail and			Invoice	165305
Total this Phase					\$301.25	
<hr/>						
Phase	12.00	Out of Scope Effort				
<hr/>						
Task	12.01	Lighting				
Professional Personnel						
			Hours	Amount		
Senior Professional			14.00	3,370.00		
Professional			3.00	450.00		
Senior Technician			7.00	945.00		
Technician			14.50	1,160.00		
	Totals		38.50	5,925.00		
	Total Labor			5,925.00		
Total this Task					\$5,925.00	
<hr/>						
Task	12.02	Utility Coordination				
Professional Personnel						
			Hours	Amount		
Professional			6.00	900.00		
Technician			18.50	1,480.00		
Operators/Interns			7.50	682.50		
	Totals		32.00	3,062.50		
	Total Labor			3,062.50		
Total this Task					\$3,062.50	
<hr/>						
Task	12.03	Staging				
Professional Personnel						
			Hours	Amount		
Senior Professional			9.50	2,850.00		
Professional			.25	37.50		
	Totals		9.75	2,887.50		
	Total Labor			2,887.50		
Total this Task					\$2,887.50	
Total this Phase					\$11,875.00	
<hr/>						
Billing Limits		Current	Prior	To-Date		
Total Billings		14,183.25	372,036.64	386,219.89		
Limit				386,200.00		
Total this Invoice					\$14,183.25	



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #25 in the amount of \$1,761.25 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: November 6, 2023
PAYMENT REQUEST # 25
PAYMENT PERIOD: From: August 19, 2023 Through: October 20, 2023

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	211,460.00	
Contract Amount to Date: (line 1 ± 2)	\$		341,020.00
Total completed and stored to date:	\$	341,020.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		341,020.00
Less previous applications for payment:	\$		339,258.75
SUBTOTAL			\$ 1,761.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,761.25

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature Date
October 26, 2023

City of Ankeny Staff Approval:

Signature Date
10/27/2023

Submit to: Becky Ford, PE, CFM - Stormwater and Environmental Manager
E-mail: BFord@Ankenylowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	\$ 8,827.50
2	March 1, 2021	\$ 27,042.50
3	April 5, 2021	\$ 13,045.00
4	May 3, 2021	\$ 18,691.25
5	June 7, 2021	\$ 6,117.50
6	August 2, 2021	\$ 31,245.00
7	September 7, 2021	\$ 16,212.50
8	October 4, 2021	\$ 12,552.50
9	November 1, 2021	\$ 4,171.25
10	March 7, 2022	\$ 3,540.00
11	May 2, 2022	\$ 19,070.00
12	June 6, 2022	\$ 2,417.50
13	July 5, 2022	\$ 12,187.20
14	August 1, 2022	\$ 19,825.00
15	September 6, 2022	\$ 23,732.50
16	October 3, 2022	\$ 30,227.50
17	November 7, 2022	\$ 24,341.25
18	December 19, 2022	\$ 18,380.00
19	January 3, 2023	\$ 6,223.75
20	April 3, 2023	\$ 16,465.00
21	June 5, 2023	\$ 3,133.75
22	July 3, 2023	\$ 2,348.75
23	August 7, 2023	\$ 1,797.50
24	September 18, 2023	\$ 17,664.05
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

PREVIOUS PAY APP TOTAL = \$ 339,258.75

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	\$ 11,885.00
2	March 7, 2022	\$ 166,120.00
3	February 20, 2023	\$ 16,465.00
4	August 7, 2023	\$ 16,990.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ 211,460.00

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



Engineering | Architecture | Surveying | Planning

Invoice

October 26, 2023

Project No: R200170.01

Invoice No: 145534

Invoice Amount: 1,761.25

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

Project Manager Daniel Sturm

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

Professional Services through October 20, 2023

Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$20,475.00		\$20,475.00	\$20,475.00	0.00
Geotechnical	\$7,000.00		\$7,000.00	\$7,000.00	0.00
Preliminary Design	\$62,090.00		\$62,090.00	\$62,090.00	0.00
Final Design	\$47,460.00		\$47,460.00	\$47,460.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$30,000.00	\$28,266.25	\$1,733.75
Construction Administration	\$149,965.00		\$149,965.00	\$149,965.00	0.00
Additional RPR	\$16,990.00		\$16,990.00	\$16,962.50	\$27.50
Total	\$341,020.00		\$341,020.00	\$339,258.75	\$1,761.25

Total Amount Due Upon Receipt : \$1,761.25

Email invoice to: BFord@Ankenylowa.gov

Billing Backup

Thursday, October 26, 2023

JEO Consulting Group, Inc. Invoice 145534 Dated 10/26/2023 11:15:24 AM

Project	R200170.01	Ankeny SE 3rd Street Improvements - Phase 1
Phase	705CS	Construction Staking (Survey)

Hours this Invoice

			Hours		Amount
Survey Technician	10/11/2023		6.00	100.00	600.00
Survey Technician	10/5/2023		9.50	120.00	1,140.00
	Totals		15.50		1,740.00
	Total Labor				1,740.00

Total this Phase \$1,740.00

Phase	710CSD	Additional RPR (Construction Services)
-------	--------	--

Hours this Invoice

			Hours		Amount
Field Construction Inspector	7/6/2023		.25	115.00	28.75
	Totals		.25		28.75
	Total Labor				28.75

Total this Phase \$28.75

Phase	710TRA	Additional RPR (Transportation)
-------	--------	---------------------------------

Hours this Invoice

			Hours		Amount
Accounting Manager	7/11/2023		.25	140.00	35.00
	Totals		.25		35.00
	Total Labor				35.00

Total this Phase \$35.00

Total this Project \$1,803.75

Total this Report \$1,803.75



October 26, 2023

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 25
JEO Project No. 200170.01

Becky,

This is the twenty-fifth progress report for the above referenced project and covers work through October 20, 2023. Work during the specified timeframe includes Contractor coordination, Resident Project Representative, and construction staking.

In addition to the invoiced amount, we have incurred \$54,860.00 in cumulative additional inspection expenses through October 20th. We will continue to track this separately as the project continues, in preparation for an amendment that captures additional JEO effort driven by the Contractor's time extending beyond the contractual working days.

We are excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE
Transportation Senior Engineer

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$1,453.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 2
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.02
PO #
Original Contract Date: June 20, 2022
Vendor # 7827

##

Date of Council Meeting: November 6, 2023
PAYMENT REQUEST # 13
PAYMENT PERIOD: From: September 23, 2023 Through: October 20, 2023

Contract Summary

Original Contract Amount:	\$	106,780.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	106,780.00	
Total completed and stored to date:	\$	101,545.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	101,545.00	
Less previous applications for payment:	\$	100,091.25	
SUBTOTAL	\$		1,453.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,453.75

Balance to finish, including retainage: \$ 5,235.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

October 26, 2023

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

10/27/2023

Submit to:

Becky Ford, PE, CFM - Storm Water & Environmental Manager

E-mail:

BFord@AnkenyIowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 1, 2022	\$ 6,090.00
2	September 5, 2022	\$ 17,092.50
3	October 3, 2022	\$ 6,496.25
4	November 7, 2022	\$ 22,783.75
5	December 19, 2022	\$ 15,661.25
6	January 3, 2023	\$ 10,681.25
7	February 6, 2023	\$ 7,326.25
8	March 6, 2023	\$ 6,340.00
9	April 3, 2023	\$ 1,193.75
10	May 1, 2023	\$ 1,901.25
11	June 5, 2023	\$ 4,112.50
12	October 16, 2023	\$ 412.50
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

PREVIOUS PAY APP TOTAL = \$ 100,091.25

Record of Change Orders

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

CHANGE ORDER TOTAL = \$ -

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



Engineering | Architecture | Surveying | Planning

Invoice

October 26, 2023

Project No: R200170.02

Invoice No: 145535

Invoice Amount: 1,453.75

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

Project Manager Daniel Sturm

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through October 20, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$22,810.00		\$22,810.00	\$22,168.75	\$641.25
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$62,075.00		\$62,075.00	\$62,075.00	0.00
Public Information Meeting	\$3,860.00		\$3,860.00	\$3,047.50	\$812.50
Bidding Phase Services	\$5,235.00		0.00	0.00	0.00
Construction Inspection	0.00		0.00	0.00	0.00
Total	\$106,780.00		\$101,545.00	\$100,091.25	\$1,453.75

Total Amount Due Upon Receipt : \$1,453.75

Email invoice to: BFord@Ankenylowa.gov



October 26, 2023

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

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 13
JEO Project No. 200170.02

Becky:

This is the thirteenth progress report for the above referenced project and covers work through October 20, 2023. Work related to this project includes coordination with utility companies and the City of Ankeny to determine the proper design revisions at the S Ankeny Blvd intersection.

We're excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE
Transportation Senior Engineer

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$4,806.30 to McClure Engineering Company, for construction engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Reconstruction - Southbound Lanes
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 968.3968.4210 Finance Project #: 968.4210
Vendor Project or Invoice #: 2022000919-000 PO #: N/A
Original Contract Date: July 19, 2022 Vendor #: 2183

Date of Council Meeting: November 6, 2023 PAYMENT REQUEST # 14
PAYMENT PERIOD: From: August 27, 2023 Through: September 30, 2023

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	47,450.00	
Contract Amount to Date: (line 1 ± 2)	\$	150,050.00	
Total completed and stored to date:	\$	148,182.39	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	148,182.39	
Less previous applications for payment:	\$	143,376.09	
SUBTOTAL	\$	4,806.30	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,806.30

Balance to finish, including retainage: \$ 1,867.61

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail:

MGrgrich@AnkenyIowa.gov

Phone:

(515) 963-3549

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 7,553.00
2	September 19, 2022	\$ 13,860.00
3	October 17, 2022	\$ 23,008.75
4	November 21, 2022	\$ 21,080.25
5	December 19, 2022	\$ 26,760.50
6	January 17, 2023	\$ 9,948.05
7	February 20, 2023	\$ 389.45
8	April 17, 2023	\$ 25,060.50
9	May 15, 2023	\$ 835.00
10	June 19, 2023	\$ 4,132.50
11	July 17, 2023	\$ 5,941.09
12	August 21, 2023	\$ 1,083.00
13	September 18, 2023	\$ 3,724.00
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

PREVIOUS PAY APP TOTAL = \$ 143,376.09

Record of Change Orders

No.	Date	Amount
1	March 6, 2023	\$ 47,450.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 47,450.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

October 9, 2023



Mr. Matt Grgurich
Civil Engineer I
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 14
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the fourteenth progress report for the above referenced project and covers work through September 30, 2023. Work related to this project through this period includes project administration, punch list walk-through, construction as-built drawings, and construction staking.

We're excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



1360 NW 121st Street
Clive, IA 50325

Matt Grgurich
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

October 04, 2023
Project No: 2022000919-000
Invoice No: 148031
Due Date: November 03, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes

Professional Services from August 27, 2023 to September 30, 2023

Phase 500 Final Design

Mileage (.90 p/mile) 9.00
Total this Phase \$9.00

Phase 600 Construction Administration

	Hours	Rate	Amount	
Crew Chief	2.00	135.00	270.00	
Engineer I	4.50	125.00	562.50	
Project Manager III	4.50	230.00	1,035.00	
Engineer III	11.50	185.00	2,127.50	
Totals	22.50		3,995.00	
Total Labor				3,995.00
Total this Phase				\$3,995.00

Phase 700 Survey Services

	Hours	Rate	Amount	
Crew Chief	3.50	135.00	472.50	
Totals	3.50		472.50	
Total Labor				472.50

Reimbursable Expenses

R - Per Diem	23.30	
Total Reimbursables	23.30	23.30

Mileage (.90 p/mile) 9.00
Total this Phase \$504.80

Phase 850 Project Management and Coordination

Project	2022000919-000	Ankeny SW State Street Reconstruction -	Invoice	148031
---------	----------------	---	---------	--------

	Hours	Rate	Amount	
Project Manager III	1.00	230.00	230.00	
Project Coordinator	.50	135.00	67.50	
Totals	1.50		297.50	
Total Labor				297.50

Total this Phase \$297.50

	Current	Prior	To-Date	
Total Billings	4,806.30	143,376.09	148,182.39	
Contract Limit (not-to-exceed)			150,050.00	
Contract Limit Remaining			1,867.61	
Total Due this Invoice				\$4,806.30



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$3,503.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Uptown Parking Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 975.3975.4210 **Finance Project #** 975.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: 07/18/2022 **Vendor #** 6447

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: 09/17/2023 Through: 10/14/2023

Contract Summary

Original Contract Amount:	\$	41,710.00	
Net change by Change Orders:	\$	56,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	98,510.00	
Total completed and stored to date:	\$	98,510.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	98,510.00	
Less previous applications for payment:	\$	95,007.00	
SUBTOTAL	\$		3,503.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,503.00

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Not Applicable

Firm Name

Signature

Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Signature

Date

10/17/2023

City of Ankeny Staff Approval:

Signature

Date

10/17/23

Submit to: Adam Lust, Public Works Engineering Manager

E-mail: ALust@ankenyiowa.gov **Phone:** (515) 963-3548 **Fax:** (515) 963-3537

Date Printed: 10/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 3, 2023	\$ 26,710.00
2	March 1, 2023	\$ 6,550.00
3	May 1, 2023	\$ 30,275.00
4	June 5, 2023	\$ 14,875.00
5	July 3, 2023	\$ 8,260.00
6	August 7, 2023	\$ 2,240.00
7	October 2, 2023	\$ 6,097.00
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 95,007.00

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 47,200.00
2	August 7, 2023	\$ 9,600.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 56,800.00

Contract Time Remaining

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



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

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

www.msa-ps.com

October 17, 2023

Adam Lust, Public Works Engineering Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Re: Uptown Parking Improvements Construction Services
Project # 09085057

Dear Mr. Lust:

Please find attached the Engineering Invoice #8 for work completed between September 17, 2023 and October 14, 2023. Please refer to the attached Project Update for a summary of the work completed to date. The project has been completed; all that remains is striping and signing. MSA has completed the project as-builts for submittal to the city.

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

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.
Project Manager

nes
Enc.

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

October 18, 2023

PROJECT NUMBER:

City of Ankeny:

STR-21-006

MSA:

09085057



TASK 1: CONSTRUCTION ADMINISTRATION

Task 1: 100% Complete

This task has been completed. MSA has reviewed shop drawings in conjunction with City staff and provided stamped copies to the city for their files. MSA has provided plan clarification to City staff

TASK 2: CONSTRUCTION STAKING

Task 2: 100% Complete

This task has been completed.

TASK 3: POST CONSTRUCTION

Task 3: 100% Complete

MSA completed the project as-builts for submittal to the City for their records.

**Remit to:**

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

INVOICE

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

For questions, contact: (800) 362-4505

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

October 16, 2023

Invoice No: R09085057.0 - 2

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

AMOUNT DUE THIS INVOICE: \$3,503.00

Project R09085057.0 Ankeny IA Uptown Parking Construction Services 2023
Professional Services from September 17, 2023 to October 14, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	4,100.00	100.00	4,100.00	2,747.00	1,353.00
Construction Staking	5,000.00	100.00	5,000.00	3,350.00	1,650.00
Post Construction	500.00	100.00	500.00	0.00	500.00
Total Fee	9,600.00		9,600.00	6,097.00	3,503.00
Total Fee					3,503.00
AMOUNT DUE THIS INVOICE:					<u><u>\$3,503.00</u></u>

Billings to Date	Current	Prior	Total	Received
	3,503.00	6,097.00	9,600.00	6,097.00

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$46,421.62 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fiber Optic Network Upgrade
Contractor: Olsson, Inc.
Address: PO Box 84608, Lincoln, NE 68501-4608
Finance Budget Code: 888.3888.4210 Finance Project #: 888.4210
Vendor Project #: 023-02927 Purchase Order #: NA
Original Contract Date: April 3, 2023 Vendor Account #: 10076

Date of Council Meeting: November 6, 2023 Payment Application #: 2

Payment Period: From: August 6, 2023 Through: October 7, 2023

Contract Summary:

Original Contract Amount:	\$	423,644.46	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	423,644.46	
Total Completed and Stored to Date:	\$	115,376.89	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	115,376.89	
Less Previous Applications for Payment:	\$	68,955.27	
SUBTOTAL:	\$	46,421.62	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	46,421.62	
Balance to Finish, Including Retainage:	\$	308,267.57	

Contract Time Remaining: 339.00 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: NA
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: Olsson, Inc.

Meredith Emory
Signature _____ Date October 19, 2023

City of Ankeny Staff Approval:

Leslie Hart
Signature _____ Date 10/23/23

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	September 5, 2023	\$ 68,955.27
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 68,955.27

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
6		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

Substantial Completion:

Contract Working Days:	373.0
Added by Change Order:	
Total Working Days:	373.0
Working Days Used to Date:	135.0
Working Days Remaining:	238.0

Full Completion:

Contract Working Days:	101.0
Added by Change Order:	
Total Working Days:	101.0
Working Days Used to Date:	
Working Days Remaining:	101.0



MONTHLY PROGRESS REPORT

City of Ankeny, Fiber Optic Network Upgrade
Project No. 023-02927

Work Period: 08/06/2023 – 10/07/2023

Summary of Work Completed This Period:

- Prepared for and facilitated bi-weekly Tuesday status meetings
- Continued coordination of field inventory and locates for conditions verification
 - Worked with city staff to further document and detail existing conditions that were not as expected or fully detailed through documentation
- Continued sheet setup and design layouts
 - Discussed and revised proposed path for new conduit and handholes with city staff
 - Calculated slacks at each relevant handhole from previous field review data
 - Measured conduit run distances between handholes
 - Completed sheet notes and marked up plans with conduit/cable quantities for all 52 sheets in the current set
 - Revised "existing conditions" based on active/in-progress projects throughout the city
 - Obtained additional aerial reference images for use in design files and base mapping for fire station four and signal/facility location outside of the phase 1 fiber trunkline to be used in additional sheets that will be added to the current set
- Revised and finalized initial fiber network architecture plans and communication groups for the traffic signal network
- Scheduled meeting with city traffic and IT for discussions on the initial fiber network architecture plans for the city services network
- Prepared and submitted previous work period invoice and progress report

Summary of Future Work for Next Period:

- Prepare for and facilitate bi-weekly status meetings
- Begin cabling diagram sheet layouts for initial city review and comment
- Complete initial fiber network architecture plans for the city services network
- Continue proposed design plan sheet development
- Continue field investigations and review as required
- Prepare and submit current work period invoice and progress report

Issues, Special Problems, or Comments:

- None at this time

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

olsson

October 23, 2023
Invoice No: 474557

Leslie Hart
City of Ankeny IA
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

Invoice Total	\$46,421.62
----------------------	--------------------

Olsson Project # 023-02927 Ankeny Fiber Optic Network Upgrade

Professional services rendered through October 7, 2023 for work completed in accordance with our Agreement dated April 3, 2023.

Phase	100	Project Management & Coordination
Labor		

	Hours	Rate	Amount	
Principal				
Emory, Meredith	7.00	200.23	1,401.61	
Project Professional				
Pudlowski, Joshua	1.50	145.35	218.03	
Seib, Gregory	1.00	169.02	169.02	
Assistant Professional				
Broadhead, Landon	7.50	103.82	778.65	
Totals	17.00		2,567.31	
Total Labor				2,567.31
Total this Phase				\$2,567.31

Phase	200	Data Collection & Field Investigation
Labor		

	Hours	Rate	Amount	
Assistant Professional				
Broadhead, Landon	2.50	103.82	259.55	
Calles-Rios Sosa, Zoami	10.25	103.82	1,064.16	
Totals	12.75		1,323.71	
Total Labor				1,323.71
Total this Phase				\$1,323.71

Phase	300	PS&E
-------	-----	------

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	023-02927	Ankeny Fiber Optic Network Upgrade	Invoice	474557
---------	-----------	------------------------------------	---------	--------

Labor

	Hours	Rate	Amount	
Principal				
Emory, Meredith	66.50	200.23	13,315.30	
Rotering, Kurt	2.00	232.86	465.72	
Project Professional				
Pudlowski, Joshua	1.00	145.35	145.35	
Assistant Professional				
Broadhead, Landon	168.25	103.82	17,467.72	
Calles-Rios Sosa, Zoami	16.25	103.82	1,687.08	
CAD Operator				
Hill, Spencer	142.50	65.56	9,342.30	
Totals	396.50		42,423.47	
Total Labor				42,423.47
			Total this Phase	\$42,423.47

Phase 999 Expenses

Reimbursable Expenses

Meals			53.42	
Personal Vehicle Mileage			53.71	
Total Reimbursables			107.13	107.13
			Total this Phase	\$107.13

Billing Limits

	Current	Prior	To-Date	
Total Billings	46,421.62	68,955.27	115,376.89	
Limit			423,644.46	
Balance Remaining			308,267.57	
			AMOUNT DUE THIS INVOICE	\$46,421.62

Billings to Date

	Current	Prior	Total
Labor	46,314.49	68,955.27	115,269.76
Expense	107.13	0.00	107.13
Totals	46,421.62	68,955.27	115,376.89

Email Invoices to: Lhart@ankenyiowa.gov

Authorized By: Meredith Emory

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #34 in the amount of \$881.00 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Shive-Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 **Finance Project #** 905.421
Vendor Project or Invoice #: 4185992-35 **PO #**
Original Contract Date: October 28, 2019 **Vendor #** 8471

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 34
PAYMENT PERIOD: From: September 23, 2023 Through: October 20, 2023

Contract Summary

Original Contract Amount:	\$	601,000.00	
Net change by Change Orders:	\$	159,700.00	
Contract Amount to Date: (line 1 ± 2)	\$	760,700.00	
Total completed and stored to date:	\$	753,890.92	\$754,149.42 (MS)
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	753,890.92	\$754,149.42 (MS)
Less previous applications for payment:	\$	753,009.92	\$753,268.42 (MS)
SUBTOTAL	\$		881.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 881.00

Balance to finish, including retainage: \$ 6,809.08 \$6,550.58 (MS)

Contract Time Remaining (If applicable) - Working Days

172,021

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

Engineer / Consultant Approval:
Firm Name
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: Mike Schrock Date: 10/29/2023

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		
35		

Previous Applications for Payment

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

PREVIOUS PAY APP TOTAL = \$ 753,268.42

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		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ 159,700.00

Contract Time Remaining

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

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

October 26, 2023

Invoice No: 4185992 - 36

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

Ankeny - Senior Community Center Design Services

Services provided through October 20, 2023:

Phase	02	Base Contract				
			Total Fee	Percent Complete	Fee Earned	Previous Fee Billing
Schematic Design			113,400.00	100.00	113,400.00	113,400.00
Design Development			113,400.00	100.00	113,400.00	113,400.00
Construction Documents			198,450.00	100.00	198,450.00	198,450.00
Bid			28,350.00	100.00	28,350.00	28,350.00
Construction Administration			113,400.00	100.00	113,400.00	113,400.00
Amend. #1 Geothermal Wells			24,000.00	100.00	24,000.00	24,000.00
Amend. #2 Parking Lot & Storm			14,900.00	100.00	14,900.00	14,900.00
Reimbursables			16,500.00	100.00	16,500.00	16,500.00
M/E Commissioning			19,000.00	100.00	19,000.00	19,000.00
Amend. #3 BECx Commissioning			28,900.00	100.00	28,900.00	28,900.00
Amend. #4 FF&E Design			19,900.00	100.00	19,900.00	19,900.00
Amend. #5 Parking Lot Replacement			20,000.00	100.00	20,000.00	20,000.00
Amend. #6 Paving Observation			10,500.00	100.00	10,500.00	10,500.00
Amend. #7 Floor Plan Changes			5,000.00	100.00	5,000.00	5,000.00
Amend #8 Add CA Services (Hrly)			15,000.00	100.00	15,000.00	15,000.00
Amend #9 Add CA Services (Hrly)			10,000.00	100.00	10,000.00	10,000.00
Amend #10 Add CA Serv (Hrly)			10,000.00	34.4942	3,449.42	2,568.42
Total Fee			760,700.00		754,149.42	753,268.42
			Total Fee			881.00
			Total this Phase			\$881.00
			AMOUNT DUE THIS INVOICE			\$881.00

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

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

Shive-Hattery, Inc.

Hours	Rate	Total
-------	------	-------

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



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #15 in the amount of \$30,627.26 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: September 1, 2023 Through: September 30, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	222,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	439,400.00	
Total completed and stored to date:	\$	347,943.81	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	347,943.81	
Less previous applications for payment:	\$	317,316.55	
SUBTOTAL	\$	30,627.26	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 30,627.26

Balance to finish, including retainage: \$ 91,456.19

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Short Elliott Hendrickson Inc.

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

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

Date Printed: 10/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
9	May 1, 2023	\$ 6,876.96
10	June 5, 2023	\$ 12,090.52
11	July 7, 2023	\$ 9,158.72
12	August 7, 2023	\$ 32,533.25
13	September 5, 2023	\$ 19,187.93
14	October 2, 2023	\$ 37,082.15
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 317,316.55

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 222,600.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 222,600.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Invoice

Invoice Number: 454413

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$30,627.26

Due Date 08-NOV-23

Invoice Date 09-OCT-23

Bill Through Date 30-SEP-23

Terms 30 NET

SEH Customer Acct # 86294

Customer Project #

Agreement / PO # 165980

Project

Manager

Katie Kinsey

kkinsey@sehinc.com

Client Service

Manager

Katie Kinsey

kkinsey@sehinc.com

Accounting

Representative

Mary Meyer

mmeyer@sehinc.com

641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 5.0 - Construction Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	35.50	\$7,644.17
Senior Admin Assistant	0.25	\$31.01
	<u>35.75</u>	
		\$7,675.18

Task: 5.0 Total: \$7,675.18

Task: 6.0 - Construction Observation**Direct**

Personnel	Hours	Amount
Senior Project Engineer	25.00	\$5,383.21
Staff Engineer	140.50	\$17,132.07



Invoice

Invoice Number: 454413

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 6.0 - Construction Observation

Personnel	Hours	Amount
	165.50	\$22,515.28

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$436.80
	\$436.80

Task: 6.0 Total: \$22,952.08

Invoice total \$30,627.26

Project Billing Summary

	<u>Current Amount Due</u>	Previously Invoiced	Cumulative
Totals	\$30,627.26	\$317,316.55	\$347,943.81



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #32 in the amount of \$13,307.82 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #32

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 11/6/2023 **PAYMENT REQUEST #** 32
PAYMENT PERIOD: From: 09/18/23 through: 10/22/23

Contract Summary

Original Contract Amount:	\$	<u>103,800.00</u>	
Net change by Change Orders: Amd #1/2	\$	<u>598,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>702,700.00</u>	
Total completed and stored to date:	\$	<u>518,346.29</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>518,346.29</u>	
Less previous applications for payment:	\$	<u>505,038.47</u>	
SUBTOTAL	\$		<u>13,307.82</u>

OTHER CHARGES (Please attach an itemized list) \$ -

Current Payment Due - Division 1 (629.4210) \$ 13,307.82
 Current Payment Due - Division 2 (688.4210)

CURRENT PAYMENT DUE \$ 13,307.82

Balance to finish, including retainage: \$ 184,353.71

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Don Clark

Email:

dclark@ankenyiowa.gov

Phone:

515-963-3529

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 505,038.47

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

Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>598,900.00</u>

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 26, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 32

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through October 22, 2023

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	82,836.00	82,836.00	0.00

Design Services Amendment 2 (Division 1)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	138,769.18	138,769.18	0.00

Design Services Amendment 2 (Division 2)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	20,792.00	20,792.00	0.00

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	5.50	229.00	1,259.50
Sr. Engineer	12.00	198.00	2,376.00
Lead Technician	5.50	138.00	759.00
Technician VI	4.00	102.00	408.00
Technician V	90.00	92.00	8,280.00
Total Services	117.00		13,082.50

13,082.50

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

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

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	32
---------	-------------	---------------------------------------	---------	----

Fleet Mileage

225.32

Phase Subtotal

\$13,307.82

	Total	Prior	Current
Billings to Date	141,898.25	128,590.43	13,307.82

Construction Services Div 2

Phase Subtotal

0.00

	Total	Prior	Current
Billings to Date	38,867.10	38,867.10	0.00

Billing Limits	Current	Prior	To-Date
Total Billings	13,307.82	505,038.47	518,346.29
Limit			702,700.00
Remaining			184,353.71

Amount Due this Invoice \$13,307.82

	Total	Prior	Current
Billings to Date	518,346.29	505,038.47	13,307.82

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



October 26, 2023

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

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 32
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the thirty-second progress report for the above referenced project and covers work through October 22, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, site meetings, pay applications, construction observation and reporting, and construction review of Division I work completion. This invoice of \$13,307.82 represents a completion of about 74% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$76,679.45 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Improvements 1st Street to 11th St
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 949.3949.4210 Finance Project #: 949.4210
Vendor Project #: 123.0584.01 Purchase Order #:
Original Contract Date: October 2, 2023 Vendor Account #: 990

Date of Council Meeting: November 6, 2023 Payment Application #: 1

Payment Period: From: October 2, 2023 Through: October 22, 2023

Contract Summary:

Original Contract Amount:	\$	282,300.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	282,300.00	
Total Completed and Stored to Date:	\$	76,679.45	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	76,679.45	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$		76,679.45

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 76,679.45

Balance to Finish, Including Retainage: \$ 205,620.55

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Jim Haberichter P.E.
E-mail: jhaberichter@ankenyiowa.gov Phone Number: 515/965-6400

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ -



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2023

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0584.01 - 1

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.01 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through October 22, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer II	120.50	245.00	29,522.50
Principal Engineer I	12.00	230.00	2,760.00
Land Surveyor VIII	12.50	192.00	2,400.00
Engineer VIII	63.00	192.00	12,096.00
Engineer I	8.25	109.00	899.25
Lead Technician	2.00	146.00	292.00
Technician VII	46.25	120.00	5,550.00
Technician VI	58.00	108.00	6,264.00
Technician III	155.50	80.00	12,440.00
Technician II	6.00	73.00	438.00
Technician I	23.00	64.00	1,472.00
Administrative II	3.50	75.00	262.50
Total Services	510.50		74,396.25
Total Services			74,396.25

Traffic Safety/Traffic Control	1,605.00
Traffic Counts/Traffic Data	576.00
Total Expenses	2,181.00

Fleet Mileage 102.20

Billing Limits	Current	Prior	To-Date
Total Billings	76,679.45	0.00	76,679.45
Limit			232,600.00
Remaining			155,920.55
Phase Subtotal			\$76,679.45

Additional Services

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

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

Project	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt	Invoice	1
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				49,700.00
Remaining				49,700.00
			Phase Subtotal	0.00
				Amount Due this Invoice
				<u>\$76,679.45</u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



October 25, 2023

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

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET
PROGRESS REPORT NO. 1
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the first progress report for the above referenced project and covers work through October 22, 2023. Our work through this period includes the following:

- Preparing and completing the traffic study
- Preparing and submitting for ICAAP and TSIP applications
- Completing topographic and boundary survey
- Preliminary transportation and traffic design
- Project Management Team (PMT) meeting #1
- Project administration and coordination

We look forward to continue working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #27 in the amount of \$61,524.42 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #27

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 11/6/2023 **PAYMENT REQUEST #** 27
PAYMENT PERIOD: From: 09/18/23 through: 10/22/23

Contract Summary

Original Contract Amount:	\$	<u>250,000.00</u>	
Net change by Change Orders: Amd #1&2	\$	<u>1,227,290.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>1,477,290.00</u>
Total completed and stored to date:	\$	<u>1,028,609.93</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>1,028,609.93</u>
Less previous applications for payment:	\$		<u>967,085.51</u>
SUBTOTAL			<u>\$ 61,524.42</u>
			<u>\$ -</u>

CURRENT PAYMENT DUE

Balance to finish, including retainage:	\$	<u>448,680.07</u>
Contract Time Remaining (If applicable)		<u>-</u>

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: Adam Lust
Email: alust@ankenyiowa.gov **Phone:** 515-963-3537 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 967,085.51

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

Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>1,227,290.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



October 25, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 27
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twenty-seventh progress report for the above referenced project and covers work through October 22, 2023. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking, and construction observation.

The Contractor has completed the majority of the 2023 construction and the roadway is reopened to traffic. The Contractor has been finishing retaining wall work and punch-list type items since the roadway reopening. We are currently preparing Record Drawings for this first project phase and will be submitting these to the City next month.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 27

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through October 22, 2023

Basic Services

	Hours	Rate	Amount
Engineer V	9.00	146.00	1,314.00
Total Services	9.00		1,314.00
Total Services			1,314.00

Employee Mileage			20.96
Total Expenses			20.96

Billing Limits	Current	Prior	To-Date
Total Billings	1,334.96	641,954.71	643,289.67
Limit			643,290.00
Remaining			.33
Phase Subtotal			\$1,334.96

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	122,200.00	122,200.00
Limit			122,200.00
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	1.25	245.00	306.25
Principal Engineer I	7.75	230.00	1,782.50
Engineer VIII	19.00	192.00	3,648.00
Project Manager VI	7.50	173.00	1,297.50
Engineer V	6.00	161.00	966.00
Engineer IV	15.50	149.00	2,309.50
Right-of-Way Agent II	1.25	123.00	153.75
Engineer I	25.00	109.00	2,725.00
Lead Technician	4.00	146.00	584.00
Technician VII	72.75	120.00	8,730.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd | Ankeny, IA 50022

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St		Invoice	27
Technician VI		1.00	108.00	108.00	
Technician II		434.00	73.00	31,682.00	
Technician I		15.75	64.00	1,008.00	
	Total Services	610.75		55,300.50	
	Total Services				55,300.50
Construction Materials Testing (CMT)					
9/25/2023	Construction Materials Testing (CMT)	Cylinder breaks and aggregate gradation		1,402.00	
10/12/2023	Construction Materials Testing (CMT)	Cylinder Breaks and Aggregate Gradation		2,937.00	
	Total Consultants				4,339.00
Employee Mileage				409.13	
	Total Expenses				409.13
Fleet Mileage					140.83
Billing Limits		Current	Prior	To-Date	
Total Billings		60,189.46	202,930.80	263,120.26	
Limit				711,800.00	
Remaining				448,679.74	
Phase Subtotal					\$60,189.46
Amount Due this Invoice					<u>\$61,524.42</u>

	Total	Prior	Current
Billings to Date	1,028,609.93	967,085.51	61,524.42

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of \$1,579.55 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements- Phase 2
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **Finance Project Code:** 33 1/3% to each acct
610.3610.4210; 650.3650.4210; 963.3963.4210 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01B **PO #**
Original Contract Date: June 7, 2021 **Vendor #** 990

Date of Council Meeting 11/6/2023 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: 09/18/23 through: 10/22/23

Contract Summary

Original Contract Amount:	\$	<u>54,900.00</u>	
Net change by Change Orders: Amd #1	\$	<u>43,500.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>98,400.00</u>	
Total completed and stored to date:	\$	<u>75,448.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>75,448.00</u>	
Less previous applications for payment:	\$	<u>73,868.45</u>	
SUBTOTAL	\$		<u>1,579.55</u>

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,579.55

Balance to finish, including retainage: \$ 22,952.00

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:
Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Signature *Mark R. D.* Date 10/25/23

City of Ankeny Staff Approval *Matthew Sybil* Date 10/25/2023

Signature Date

Submit to: Matt Grgrich

Email: mgrgrich@ankenyiowa.gov Phone: 515-965-6400 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	7/22/2021	\$ 6,008.00
2	8/25/2021	\$ 9,378.00
3	9/21/2021	\$ 9,568.84
4	10/20/2021	\$ 4,811.86
5	5/25/2022	\$ 1,344.25
6	6/22/2022	\$ 3,102.25
7	10/25/2022	\$ 7,579.00
8	11/22/2022	\$ 7,683.89
9	12/21/2022	\$ 2,289.50
10	1/25/2023	\$ 2,710.50
11	2/22/2023	\$ 2,391.55
12	3/22/2023	\$ 2,455.00
13	4/18/2023	\$ 2,793.61
14	5/25/2023	\$ 2,399.48
15	6/21/2023	\$ 2,408.38
16	7/26/2023	\$ 3,024.38
17	9/20/2023	\$ 3,919.96
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 73,868.45

#	Date	Amount
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	2/20/2023	\$ 43,500.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>43,500.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	June 7, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



October 25, 2023

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 18
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the eighteenth progress report for the above referenced project and covers work through October 22, 2023. Our work through this period includes on call services for construction administration and construction staking. A final walk through of Stages 1 and 2 has been completed. Stage 3 construction will occur next year.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2023

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01B - 18

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project 119.0975.01B NW Northlawn Area Utility Improvements Phase 2

Professional Services through October 22, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Total Services	.25		55.00
Total Services			55.00
Phase Subtotal			\$55.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	.25	230.00	57.50
Engineer VIII	3.00	192.00	576.00
Technician VI	6.50	108.00	702.00
Technician II	2.50	73.00	182.50
Total Services	12.25		1,518.00
Total Services			1,518.00

Fleet Mileage

6.55

Phase Subtotal \$1,524.55

Billing Limits	Current	Prior	To-Date
Total Billings	1,579.55	73,868.45	75,448.00
Limit			98,400.00
Remaining			22,952.00

Amount Due this Invoice \$1,579.55

	Total	Prior	Current
Billings to Date	75,448.00	73,868.45	1,579.55

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

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

Project	119.0975.01B	Ank-NWNorthlawnAreaUtilityImprovPhase2	Invoice	18
---------	--------------	--	---------	----

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$8,366.20 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements Ph 3
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 33 1/3 to each Finance Project #: 33 1/3 to each
610.3610.4210/650.3650.4210/963.3963.4210 610.4210/650.4210/963.4210
Vendor Project #: 119.0975.01C Purchase Order #: _____
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: November 6, 2023 Payment Application #: 5

Payment Period: From: September 18, 2023 Through: October 22, 2023

Contract Summary:

Original Contract Amount:	\$	72,350.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	72,350.00	
Total Completed and Stored to Date:	\$	61,590.75	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	61,590.75	
Less Previous Applications for Payment:	\$	53,224.55	
SUBTOTAL:	\$	8,366.20	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 8,366.20

Balance to Finish, Including Retainage: \$ 10,759.25

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matt Grgurich

E-mail:

mrgurich@ankenyiowa.gov

Phone Number:

515-965-6400

Date Printed: 10/26/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 21, 2023	\$ 5,378.00
2	July 26, 2023	\$ 25,783.30
3	August 23, 2023	\$ 14,504.50
4	September 20, 2023	\$ 7,558.75
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 53,224.55

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days

Construction Start Date:

Substantial Completion:

Contract Working Days:

Added by Change Order:

Total Working Days: 0.0

Working Days Used to Date:

Working Days Remaining: 0.0

Full Completion:

Contract Working Days:

Added by Change Order:

Total Working Days: 0.0

Working Days Used to Date:

Working Days Remaining: 0.0



October 25, 2023

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3
PROGRESS REPORT NO. 5
S&A PROJECT NO. 119.0975.01C

Dear Mr. Grgurich:

This is the fifth progress report for the above referenced project and covers work through October 22, 2023. Our work through this period includes Phase 3 final design, franchise utility coordination, and preparing for bid letting. This next month we will continue to field Contractor questions. The project bid letting is scheduled for November 14, 2023 and City Council consideration on November 20, 2023.

We look forward to continue working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2023

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01C - 5

Finance Budget
610.3610.4210/650.3650.4210/963.3963.4210
Finance Project 610.4210/650.4210/963.4210
Vendor 990

Email

Project 119.0975.01C NW Northlawn Area Utility Improvements Ph 3

Professional Services through October 22, 2023

	Hours	Rate	Amount	
Principal Engineer I	.25	230.00	57.50	
Engineer VIII	11.50	192.00	2,208.00	
Technician VI	52.00	108.00	5,616.00	
Administrative II	1.00	75.00	75.00	
Total Services	64.75		7,956.50	
Total Services				7,956.50
Employee Mileage			6.55	
Permit Fees			403.15	
Total Expenses			409.70	409.70
Billing Limits	Current	Prior	To-Date	
Total Billings	8,366.20	53,224.55	61,590.75	
Limit			72,350.00	
Remaining			10,759.25	

Amount Due this Invoice \$8,366.20

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

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

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$60,080.29 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Improvements SE Peterson Dr to 1st St
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 886.3886.4210 Finance Project #: 886.4210
Vendor Project #: 123.0680.01 Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: November 6, 2023 Payment Application #: 6

Payment Period: From: September 18, 2023 Through: October 22, 2023

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	497,700.00	
Total Completed and Stored to Date:	\$	265,111.71	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	265,111.71	
Less Previous Applications for Payment:	\$	205,031.42	
SUBTOTAL:	\$		60,080.29

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 60,080.29

Balance to Finish, Including Retainage: \$ 232,588.29

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam Lust

E-mail:

alust@ankenyia.gov

Phone Number:

515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	\$ 24,744.83
2	June 21, 2023	\$ 25,064.30
3	July 26, 2023	\$ 58,569.75
4	August 24, 2023	\$ 47,192.42
5	September 21, 2023	\$ 49,460.12
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 205,031.42

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



October 26, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 06
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the sixth progress report for the above referenced project and covers services through October 22, 2023. Work through this period includes topographic survey, traffic study coordination, preliminary alignment, geometry, and profile design, staging concepts, drainage design, Field Exam (D2) submittal, utility accommodation and coordination, Phase 1 ESA, cultural reporting, test hole services and coordination, and project management tasks. Work anticipated in the next month includes preliminary design tasks, Field Exam, utility coordination and accommodation review, D5 (ROW design) tasks, and project management tasks.

We look forward to continue working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 26, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0680.01 - 6

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project 123.0680.01 South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through October 22, 2023

Prelim Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	.25	245.00	61.25
Sr. Engineer	15.25	210.00	3,202.50
Land Surveyor VIII	12.75	192.00	2,448.00
Engineer I	8.00	109.00	872.00
Technician VII	8.25	120.00	990.00
Technician VI	8.50	108.00	918.00
Technician I	6.50	64.00	416.00
Administrative II	.25	75.00	18.75
Total Services	59.75		8,926.50
			8,926.50

Fleet Mileage

9.83

Phase Subtotal \$8,936.33

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	1.00	245.00	245.00
Principal Engineer I	3.50	230.00	805.00
Principal Environmental Scientist I	3.00	230.00	690.00
Sr. Engineer	20.00	210.00	4,200.00
Land Surveyor VIII	.50	192.00	96.00
Engineer VIII	12.50	192.00	2,400.00
Engineer III	30.00	137.00	4,110.00
Engineer I	81.00	109.00	8,829.00
Lead Technician	43.50	146.00	6,351.00
Technician VII	66.25	120.00	7,950.00

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

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST			Invoice	6
Administrative II		1.00	75.00		75.00	
Total Services		262.25			35,751.00	
						35,751.00
				Phase Subtotal		\$35,751.00
Additional Services						
Hourly Services						
		Hours	Rate		Amount	
Land Surveyor VIII		7.50	192.00		1,440.00	
Technician VII		14.00	120.00		1,680.00	
Technician VI		2.50	108.00		270.00	
Total Services		24.00			3,390.00	
						3,390.00
Badger Daylighting Corp						
10/19/2023	Badger Daylighting Corp	Services			7,553.24	
10/19/2023	Badger Daylighting Corp	Services			4,449.72	
	Total Consultants				12,002.96	12,002.96
				Phase Subtotal		\$15,392.96
Billing Limits						
		Current	Prior		To-Date	
Total Billings		60,080.29	205,031.42		265,111.71	
Limit					497,700.00	
Remaining					232,588.29	
Amount Due this Invoice						<u><u>\$60,080.29</u></u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #44 in the amount of \$2,639.25 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #44

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 **Finance Project Code:** 983.4210
Vendor Project or Invoice #: 119.0290.01 **PO #**
Original Contract Date: April 1, 2019 **Vendor #** 990

Date of Council Meeting 11/6/2023 **PAYMENT REQUEST #** 44
PAYMENT PERIOD: From: 07/24/23 through: 10/22/23

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	754,950.00	
 Total completed and stored to date:	\$	687,221.93	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	687,221.93	
Less previous applications for payment:	\$	684,582.68	
SUBTOTAL	\$		2,639.25

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,639.25

Balance to finish, including retainage: \$ 67,728.07

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Donald Clark

Date

Submit to: Don Clark

Email: dclark@ankenyiowa.gov

Phone: 515-963-3529

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2000	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
30	6/22/2022	\$ 11,590.84
31	7/19/2022	\$ 18,236.45
32	8/24/2022	\$ 17,139.09
33	9/21/2022	\$ 14,160.89
34	10/26/2022	\$ 14,589.73
35	11/22/2022	\$ 11,868.00
36	12/21/2022	\$ 10,093.78
37	1/25/2023	\$ 3,161.16
38	2/22/2023	\$ 2,907.37
39	3/22/2023	\$ 2,967.92
40	4/18/2023	\$ 3,203.67
41	5/24/2023	\$ 4,229.54
42	6/21/2023	\$ 3,015.36
43	7/26/2023	\$ 2,324.12
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 684,582.68

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

Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ <u>592,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 44

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through October 22, 2023

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	156,063.04	156,063.04	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	12,342.83	12,342.83	0.00

Construction Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	160,600.13	160,600.13	0.00

P&S

	Total	Prior	Current
Billings to Date	35.60	35.60	0.00

Phase Subtotal 0.00

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

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	44
---------	-------------	-------------------------	---------	----

Phase 2 Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	196,240.97	196,240.97	
Limit			196,250.00	
Remaining			9.03	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	196,240.97	196,240.97	0.00

Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,835.26	9,835.26	
Limit			11,250.00	
Remaining			1,414.74	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	9,835.26	9,835.26	0.00

Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer II	.25	229.00	57.25	
Principal Engineer I	.50	217.00	108.50	
Engineer VI	12.25	163.00	1,996.75	
Engineer I	3.25	103.00	334.75	
Administrative II	2.00	71.00	142.00	
Total Services	18.25		2,639.25	
Total Services				2,639.25

Billing Limits	Current	Prior	To-Date	
Total Billings	2,639.25	149,464.85	152,104.10	
Limit			197,200.00	
Remaining			45,095.90	
Phase Subtotal				\$2,639.25

	Total	Prior	Current
Billings to Date	152,104.10	149,464.85	2,639.25

Amount Due this Invoice \$2,639.25

	Total	Prior	Current
Billings to Date	687,221.93	684,582.68	2,639.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty

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



October 24, 2023

Mr. Don Clark, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE CROSSWINDS DRIVE – RISE
PROGRESS REPORT NO. 44 (FINAL)
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the forty-fourth and final progress report for the above referenced project and covers work through October 22, 2023. This invoice includes construction administration and observation including DOT coordination and final grant administration and reimbursement activities.

The project has been accepted by the City and the DOT. Final RISE reimbursement and project documentation has been received by the DOT. Final reimbursement payments are pending. This project is considered complete for engineering services.

The project construction engineering services costs included on this invoice of \$2,639.25 are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50% up to the maximum grant award. As the RISE grant has been fully captured, this invoice is not eligible for reimbursement.

We look forward to continuing working for the City as we close out this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$6,292.28 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 54th St Traffic Signal
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0251.01 **PO #** N/A
Original Contract Date: February 6, 2023 **Vendor #** 990

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: September 18, 2023 Through: October 22, 2023

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	69,300.00	
Total completed and stored to date:	\$	65,986.37	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	65,986.37	
Less previous applications for payment:	\$	59,694.09	
SUBTOTAL	\$		6,292.28

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,292.28

Balance to finish, including retainage: \$ 3,313.63

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

Snyder & Associates Inc

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail: lhart@ankenyiowa.gov

Phone: 515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.80
3	April 18, 2023	\$ 14,524.20
4	May 24, 2023	\$ 22,335.65
5	September 20, 2023	\$ 9,365.96
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

PREVIOUS PAY APP TOTAL = \$ 59,694.09

Record of Change Orders

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

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

October 24, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 6
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the sixth invoice for the above referenced project, for work performed through October 22, 2023. Services performed since the last progress report included the following:

- Addressed check plan comments and updated design to accommodate changes
- Completed and submitted final plans
- Revised and submitted front end documents
- Uploaded plans and front end documents to Quest CDN
- Continued coordination with the City and MidAmerican Energy Company regarding utility coordination needs
- Coordination with other franchise utilities for potential relocations

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0251.01 - 6

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through October 22, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer I	.25	217.00	54.25
Sr. Engineer	7.00	198.00	1,386.00
Land Surveyor VIII	.50	181.00	90.50
Engineer IV	12.75	141.00	1,797.75
Engineer I	11.50	103.00	1,184.50
Technician VII	15.00	113.00	1,695.00
Technician VI	.50	102.00	51.00
Technician I	.50	60.00	30.00
Total Services	48.00		6,289.00
			6,289.00

Fleet Mileage

3.28

Phase Subtotal \$6,292.28

Billing Limits	Current	Prior	To-Date
Total Billings	6,292.28	59,694.09	65,986.37
Limit			69,300.00
Remaining			3,313.63

Amount Due this Invoice \$6,292.28

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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

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



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$11,282.09 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement
Contractor: Snyder & Associates
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0135.01 **PO #** N/A
Original Contract Date: January 3, 2023 **Vendor #** 990

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: September 18, 2023 Through: October 22, 2023

Contract Summary

Original Contract Amount:	\$	41,700.00	
Net change by Change Orders:	\$	74,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	116,200.00	
Total completed and stored to date:	\$	93,650.29	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	93,650.29	
Less previous applications for payment:	\$	82,368.20	
SUBTOTAL	\$		11,282.09

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 11,282.09

Balance to finish, including retainage: \$ 22,549.71

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lbubke@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 25, 2023	\$ 3,582.25
2	February 22, 2023	\$ 13,685.25
3	March 22, 2023	\$ 15,039.75
4	April 18, 2023	\$ 9,392.75
5	August 23, 2023	\$ 31,350.18
6	September 20, 2023	\$ 9,318.02
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

PREVIOUS PAY APP TOTAL = \$ 82,368.20

Record of Change Orders

No.	Date	Amount
1	August 7, 2023	\$ 74,500.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 74,500.00

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	January 3, 2023

Substantial Completion

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

Full Completion

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



October 24, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE ORALABOR RD AND SE CREEKVIEW DR TRAFFIC SIGNAL REPLACEMENT
PROGRESS REPORT NO. 7
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

Enclosed is the seventh invoice for the above referenced project, for work performed through October 22, 2023. Services performed since the last progress report included the following:

- Attended weekly construction meetings
- Performed construction observation and survey services
- Measured quantities and prepared pay application for work performed in September
- Prepared a change order for asphalt milling near Stage 3 work

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0135.01 - 7

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 123.0135.01 SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement

Professional Services through October 22, 2023

Basic Services

Phase Subtotal 0.00

Construction Services

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	2.25	210.00	472.50
Project Manager VI	1.00	173.00	173.00
Engineer IV	13.50	149.00	2,011.50
Technician VII	65.50	120.00	7,860.00
Technician VI	2.00	108.00	216.00
Technician II	6.75	73.00	492.75
Total Services	91.00		11,225.75

11,225.75

Employee Mileage 5.90

Total Expenses 5.90 5.90

Fleet Mileage

50.44

Phase Subtotal \$11,282.09

Billing Limits

	Current	Prior	To-Date
Total Billings	11,282.09	82,368.20	93,650.29
Limit			116,200.00
Remaining			22,549.71

Amount Due this Invoice \$11,282.09

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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

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



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #11 in the amount of \$41,857.34 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

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: November 6, 2023 **Payment Application #:** 11

Payment Period: From: September 16, 2023 Through: October 20, 2023

Contract Summary:

Original Contract Amount:	\$	5,778,405.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	5,778,405.00	
Total Completed and Stored to Date:	\$	5,344,443.05	
Retainage: 5 % of Completed Work:	\$	267,222.15	
Total Earned Less Retainage:	\$	5,077,220.90	
Less Previous Applications for Payment:	\$	5,035,363.56	
SUBTOTAL:	\$		41,857.34
OTHER CHARGES:	\$		-

Current Payment Due - Division 1 (629.4450)	\$	41,857.34
Current Payment Due - Division 2 (688.4453)	\$	-
CURRENT PAYMENT DUE:	\$	41,857.34

Balance to Finish, Including Retainage: \$ 701,184.10

Contract Time Remaining (Division 1): 25.50 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

10/27/23
 Date

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature

10/27/23
 Date

City of Ankeny Staff Approval:

Signature

10/27/23
 Date

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

Date Printed: 10/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	December 19, 2022	\$ 111,373.25
2	January 17, 2023	\$ 130,628.89
3	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		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
16		\$ -
17		\$ -
18		\$ -
19		\$ -
20		\$ -
21		\$ -
22		\$ -
23		\$ -
24		\$ -
25		\$ -
26		\$ -
27		\$ -
28		\$ -
29		\$ -
30		\$ -
31		\$ -
32		\$ -
33		\$ -
34		\$ -
35		\$ -

Previous Applications for Payment:

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

PREVIOUS PAY APPS TOTAL = \$ 5,035,363.56

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date (Div.I):	November 1, 2022
Construction Start Date (Div.II):	April 1, 2022

Full Completion (Div. 1)

Contract Working Days:	170.0
Added by Change Order:	0.0
Total Working Days:	170.0
Working Days Used to Date:	144.5
Working Days Remaining:	25.5

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 1 - WATER TRANSMISSION MAIN

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	\$ 30.00	\$ 1,500.00		\$ -	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%
TRENCH EXCAVATION AND BACKFILL														
3	Trench Foundation	TON	820.00		820.00	\$ 58.00	\$ 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	\$ 2,600.00	\$ 2,600.00	0.05	\$ 140.00	0.55	1.00	\$ 2,600.00	0.00	100.00%
SEWERS AND DRAINS														
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%
WATER MAINS AND APPURTENANCES														
7	Water Main, Trenchless, PVC, 24"	LF	4,815.00		4,815.00	\$ 408.00	\$1,954,800.00	191.85	\$ 77,831.10	4,982.62	5,074.53	\$2,069,259.18	(259.33)	105.33%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	\$ 408.00	\$2,032,040.00		\$ -	4,747.24	4,747.24	\$1,927,278.44	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	\$ 45,550.00	\$ 45,550.00		\$ -	1.00	1.00	\$ 45,550.00	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%
STREETS AND RELATED WORK														
15	Removal of Sidewalk	SY	200.00		200.00	\$ 14.00	\$ 2,800.00		\$ -	198.08	198.08	\$ 2,773.12	1.92	99.04%
16	Removal of Recreational Trail	SY	850.00		850.00	\$ 14.00	\$ 12,040.00		\$ -	50.00	50.00	\$ 700.00	800.00	5.81%
17	Recreational Trail, PCC, 6"	SY	860.00		860.00	\$ 72.00	\$ 61,920.00	50.00	\$ 3,600.00	0.00	50.00	\$ 3,600.00	810.00	5.81%
18	Sidewalk, PCC, 4"	SY	240.00		240.00	\$ 60.00	\$ 14,400.00		\$ -	243.66	243.66	\$ 14,919.60	(3.66)	103.61%
19	Subbase Over-Excavation	TON	55.00		55.00	\$ 56.00	\$ 3,080.00		\$ -	34.76	34.76	\$ 1,945.56	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%
TRAFFIC CONTROL														
23	Temporary Traffic Control	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00		\$ -	0.90	0.90	\$ 15,625.00	0.05	95.00%
SITE WORK AND LANDSCAPING														
24	Conventional Seeding, Type I	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	1.11	1.11	\$ 3,996.00	1.19	48.26%
25	Hydraulic Seeding, Type S (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		\$ -	4,408.00	4,408.00	\$ 8,816.00	1,992.00	68.63%
27	Wattles, Removal	LF	6,400.00		6,400.00	\$ 1.00	\$ 6,400.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
28	Erosion Control Mulching, Hydromulching	AC	4.60		4.60	\$ 3,600.00	\$ 16,560.00		\$ -	0.45	0.45	\$ 1,620.00	4.15	9.78%
29	Inlet Protection Device	EA	7.00		7.00	\$ 160.00	\$ 1,120.00	6.00	\$ 1,080.00	4.00	10.00	\$ 1,600.00	(3.00)	142.86%
30	Tree Protection Fence	LF	750.00		750.00	\$ 6.00	\$ 4,500.00		\$ -	230.76	230.76	\$ 1,384.56	519.22	30.77%
MISCELLANEOUS														
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%
CHANGE ORDER ITEMS														
STORED MATERIALS														
					Qty Purchased & Received			How Stored - Qty Used This Period		Stored Qty - Qty Used Previously	Stored Qty - Remaining On Site		Stored Qty - Unused	% Stored Qty - Unused
	Fitting, 24" 11-1/4 Bend	EA			10.00	\$ 1,720.00	\$ 17,200.00	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Fitting, 24" Solid Sleeve	EA			10.00	\$ 1,355.39	\$ 13,553.90	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Fitting, 24"x 6" Tee	EA			7.00	\$ 2,101.48	\$ 14,710.36	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Joint Restraint, 24"	EA			74.00	\$ 459.26	\$ 33,985.24	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Valve Box	EA			8.00	\$ 233.28	\$ 1,866.24	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Holding Spool, 24"x6"	EA			7.00	\$ 218.82	\$ 1,531.74	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Casing Spacers, 24"	EA			15.00	\$ 250.18	\$ 3,752.70	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	End Seals, 36"x24"	EA			2.00	\$ 104.00	\$ 208.00	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Gate Valve, 24"	EA			1.00	\$ 28,193.79	\$ 28,193.79	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Joint Restraint, Bolt & Gasket Kit, 24"	EA			74.00	\$ 153.54	\$ 11,361.96	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Joint Restraint, Bolt & Gasket Kit, 6"	EA			21.00	\$ 20.71	\$ 434.91	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Pipe, 24" C900 PVC, 20'	LF			3,930.00	\$ 176.95	\$ 695,644.00	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Tracer Wire, Direct Bury	LF			4,000.00	\$ 0.21	\$ 840.00	0.00	\$ -	0.00	0.00	\$ 0.00	0.00	0.00%
	Tracer Wire, Trenchless	LF			5,000.00	\$ 0.35	\$ 1,750.00	0.00	\$ -	0.00	0.00	\$ 0.00	0.00	0.00%
	Tracer Box	EA			7.00	\$ 22.50	\$ 157.50	(7.00)	\$ (157.50)	7.00	0.00	\$ -	0.00	0.00%
	Service Saddle, 24"x1"	EA			3.00	\$ 331.18	\$ 1,143.54	(2.00)	\$ (762.36)	2.00	0.00	\$ -	0.00	0.00%
	Fitting, 24" 45 Bend	EA			8.00	\$ 1,550.00	\$ 15,600.00	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Hydrant, 7 ft	EA			0.00	\$ 3,200.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Hydrant, 6 ft & 10 ft	EA			1.00	\$ 3,692.48	\$ 3,692.48	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Pipe, 24" C900 PVC, 49' Cesta-Lok	LF			6,840.00	\$ 193.50	\$1,194,940.00	(193.00)	\$ (37,730.65)	190.00	(3.00)	\$ (0.00)	(3.00)	0.00%
	Valve Box Extension	EA			8.00	\$ 82.17	\$ 657.36	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Gate Valve, 6"	EA			7.00	\$ 850.10	\$ 5,950.70	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	Hydrant, 6 ft	EA			6.00	\$ 3,115.87	\$ 18,695.22	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$4,950,720.63 PAY PERIOD = \$ 44,060.36

COMPLETED = \$4,725,134.58

95.25%

Data printed 10/27/2013

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 2 - DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
33	Clearing and Grubbing, Select Trees	UNIT	1,500.00		1,500.00	\$ 18.00	\$ 27,000.00		\$ -	2258.40	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		\$ -	4672.00	4,672.00	\$ 163,520.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
36	Trench Foundation	TON	10.00		10.00	\$ 56.00	\$ 560.00		\$ -	16.64	16.64	\$ 931.84	(6.64)	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%
SEWERS AND DRAINS														
38	Storm Sewer, Trenched, RCP, 15"	LF	30.00		30.00	\$ 168.00	\$ 5,040.00		\$ -	36.38	36.38	\$ 6,111.84	(6.38)	121.27%
39	Pipe Apron Guard, 24"	EA	6.00		6.00	\$ 2,870.00	\$ 17,220.00		\$ -	0.00	0.00	\$ -	6.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
40	Manhole, SW-401, 48"	EA	1.00		1.00	\$ 6,160.00	\$ 6,160.00		\$ -	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-506	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%
STREETS AND RELATED WORK														
45	Full Depth Patch, PCC	SY	210.00		210.00	\$ 161.00	\$ 33,810.00		\$ -	191.18	191.18	\$ 30,779.98	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%
TRAFFIC CONTROL														
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%
SITE WORK AND LANDSCAPING														
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		\$ -	3.58	3.58	\$ 12,888.00	(0.28)	108.48%
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		\$ -	4825.00	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 Rap, Class E	TON	3,660.00		3,660.00	\$ 78.00	\$ 285,480.00		\$ -	1522.37	1,522.37	\$ 118,745.16	2,137.63	41.59%
58	Silt Fence	LF	500.00		500.00	\$ 3.00	\$ 1,500.00		\$ -	1191.53	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%
DEMOLITION														
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%
MISCELLANEOUS														
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%
CHANGE ORDER ITEMS														
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 817,685.00 PAY PERIOD = \$ -

COMPLETED = \$ 619,308.47

75.74%



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the November 6, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:



PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

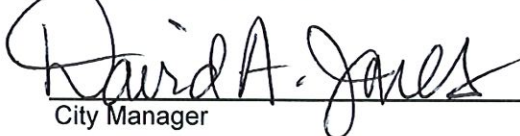
Click to download
 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
NOVEMBER 6, 2023

Fund		PAYMENTS
100	General Fund	\$ 464,333.94
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	4,156.08
240	Parks Improvements	506.68
250	Police Gift Fund	-
260	Road Use Tax Fund	104,116.61
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	905.27
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	105,700.28
510	Water Fund	102,377.89
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	25,392.95
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	6,114.51
590	Golf Course Fund	24,726.19
600-699	Enterprise Project Funds	163,747.26
710	Revolving Fund	74,907.43
720	Risk Management Fund	36,086.49
730	Health Insurance Fund	182.10
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	856,165.17
Sub Total		\$ 1,969,418.85
Payroll Totals		1,944,605.45
Service Transfers/ACH Drafts		(207,516.98)
Agenda Payments Approved Separately		-
Grand Total		<u>\$ 3,706,507.32</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

11/2/2023
Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004783	KELTEK INCORPORATED							
M-CHECK	KELTEK INCORPORATED	UNPOST	V 10/25/2023			008103		16,353.01CR
007344	CLASSIC BUILDERS INC							
M-CHECK	CLASSIC BUILDERS INC	UNPOST	V 10/19/2023			224105		13,443.63CR
009508	DOUGLAS WIERSON							
M-CHECK	DOUGLAS WIERSON	UNPOST	V 10/19/2023			225518		528.48CR
009542	STEPHANIE JOY							
M-CHECK	STEPHANIE JOY	UNPOST	V 10/19/2023			225972		8.70CR
009720	JODI RAU							
M-CHECK	JODI RAU	UNPOST	V 10/19/2023			228047		10.00CR
C-CHECK	VOID CHECK		V 11/06/2023			245723		

* * 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:	6 VOID DEBITS	0.00		
	VOID CREDITS	30,343.82CR	30,343.82CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			6	30,343.82CR	0.00	0.00
BANK:	TOTALS:		6	30,343.82CR	0.00	0.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003985	3CMA							
I-3022	FY24 MEMBERSHIP - A BAKER	R	11/06/2023	400.00		245624		400.00
			*** VENDOR TOTALS ***			1 CHECKS		400.00
008711	BRIAN A STEINFELDT							
I-230968	9/23-9/29/23 SOUTH ZONE	R	11/06/2023	3,102.84		245625		
I-230969	9/23-9/29/23 NORTH ZONE	R	11/06/2023	4,322.24		245625		
I-231071	10/2-10/5/23 HIGH PROFILE	R	11/06/2023	540.30		245625		
I-231072	10/9-10/13/23 HIGH PROFILE MOW	R	11/06/2023	540.30		245625		
I-231073	10/14-10/20/23 SOUTH ZONE	R	11/06/2023	4,579.74		245625		
I-231074	10/14-10/20/23 NORTH ZONE	R	11/06/2023	5,306.72		245625		
I-231075	10/14-10/20/23 HIGH PROFILE	R	11/06/2023	3,391.18		245625		21,783.32
			*** VENDOR TOTALS ***			1 CHECKS		21,783.32
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-PAY 4-OR LRL-SW ST	PAY 4-ORLBR TRL/SW STATE IMP	R	11/06/2023	68,356.52		245626		68,356.52
			*** VENDOR TOTALS ***			1 CHECKS		68,356.52
000164	G & S HARDWARE INC							
I-209317/2	SHOP SUPPLIES - PKS	R	11/06/2023	41.97		245627		
I-209318/2	PROPANE - PW	R	11/06/2023	48.99		245627		
I-209327/2	WINTERIZER SUPPLIES -PKS	R	11/06/2023	49.95		245627		
I-209332/2	FUEL TRAILER PARTS - PARKS	R	11/06/2023	38.91		245627		
I-209343/2	HUTS&BOLTS - PKS	R	11/06/2023	27.99		245627		207.81
			*** VENDOR TOTALS ***			1 CHECKS		207.81
000026	AHLERS & COONEY PC							
I-848786	SVCS 7/15/23 UPTOWN PARKG IMP	E	11/08/2023	1,900.00		008173		
I-854663	SVCS 10/15/23 NW IRVNDL DR	E	11/08/2023	1,900.00		008173		
I-854664	2023 RALLY COMPLEX DEV-P&R	E	11/08/2023	1,900.00		008173		5,700.00
			*** VENDOR TOTALS ***			1 CHECKS		5,700.00
000226	AIRGAS NORTH CENTRAL INC							
I-5502161848	CYLINDER RENTALS - CG	R	11/06/2023	52.65		245628		
I-5502161849	WELDING RENTAL - PKS	R	11/06/2023	1.95		245628		
I-5502162890	CYLINDER RENTALS - MU	R	11/06/2023	3.90		245628		
I-5502162891	CYLINDER RENTALS - FD	R	11/06/2023	99.45		245628		157.95
			*** VENDOR TOTALS ***			1 CHECKS		157.95
009981	ALL CITY MANAGEMENT SERVICES,							
I-88380	9/24-10/07/23 CROSSING GUARDS	E	11/08/2023	5,766.39		008245		5,766.39
			*** VENDOR TOTALS ***			1 CHECKS		5,766.39

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009262	AMAZON CAPITAL SERVICES INC							
C-1194R49M-47Q4	CR: DUPLICATE PMT 05/2023	E	11/08/2023	38.97	CR	008239		
C-11YT-6R9L-XGGD	CR: RAIN BOOTS - MU	E	11/08/2023	123.63	CR	008239		
I-113L-1PCL-4MLT	SPORT ROPE/VBNET TOOL-P&R	E	11/08/2023	142.43		008239		
I-11F4-DCDX-RC9Q	MULTIMEDIA - KL	E	11/08/2023	158.06		008239		
I-11F6-KRQD-7XGP	MISC BOOKS - KL	E	11/08/2023	19.72		008239		
I-11QP-TLVR-34VG	PROGRAM SUPPLIES- KL	E	11/08/2023	13.99		008239		
I-13GG-DT-9V-3T1F	DISINFECTANT/BAGGIES-KL	E	11/08/2023	249.20		008239		
I-14GM-4PW6-4T9J	MISC BOOKS -KL	E	11/08/2023	248.19		008239		
I-14KN-QY36-NND6	BATTERIES - PD	E	11/08/2023	14.99		008239		
I-14MQ-4QFY-1KY3	BULBS - FD	E	11/08/2023	41.94		008239		
I-14T1-YK6X-GNM4	MULTIMEDIA -KL	E	11/08/2023	64.88		008239		
I-163Y-Y7KK-1X61	MULTIMEDIA -KL	E	11/08/2023	174.68		008239		
I-16H4-HJGX-JC1V	PROGRAM SUPPLIES - KL	E	11/08/2023	79.71		008239		
I-16JP-3XLX-QQMW	LABELS/CABLE TIES - IT	E	11/08/2023	100.06		008239		
I-1739-9R6K-C3RL	MISC BOOKS -KL	E	11/08/2023	7.19		008239		
I-191K-3Y7V-GQWV	MULTIMEDIA -KL	E	11/08/2023	43.87		008239		
I-197D-HRM9-63X1	MULTIMEDIA - KL	E	11/08/2023	21.36		008239		
I-19PC-4XWQ-9R91	PERFORATED WRITING PAD-PRSC	E	11/08/2023	24.84		008239		
I-19PC-4XWQ-FPCR	OFFICE SUPPLIES - PSB	E	11/08/2023	28.68		008239		
I-19TJ-CCFC-GDPN	PUBLIC EDUCATION SUPPLIES - FD	E	11/08/2023	105.18		008239		
I-19XL-FNHR-1FVJ	EVIDENCE SUPPLIES - PD	E	11/08/2023	28.72		008239		
I-1C1Y-D7QL-CV6J	TRAFFIC ROOM TELEVISION	E	11/08/2023	497.95		008239		
I-1CGP-Y7XP-4TLM	FORKS/SPOONS/ MISC- PKS	E	11/08/2023	67.83		008239		
I-1D7Q-T7KL-43Y6	MULTIMEDIA -KL	E	11/08/2023	115.96		008239		
I-1D7Y-T3TG-C76V	BATTERIES/PPR TOWELS - PSB	E	11/08/2023	103.48		008239		
I-1DPY-T1NR-V1Y3	MULTIMEDIA-KL	E	11/08/2023	154.72		008239		
I-1F43-YWW6-7MKR	PROGRAM SUPPLIES - KL	E	11/08/2023	321.95		008239		
I-1GCR-MLXJ-6PP1	MULTIMEDIA - KL	E	11/08/2023	109.80		008239		
I-1GLD-1HFW-7YDG	MULTIMEDIA - KL	E	11/08/2023	58.88		008239		
I-1HJX-YF9N-7KJP	PUSH PINS - KL	E	11/08/2023	14.98		008239		
I-1HKR-RJ1F-1KMR	BATTERIES/TAPE/SCISSORS-ACC	E	11/08/2023	60.93		008239		
I-1JPD-9N6Y-11LK	BATTERIES - PD	E	11/08/2023	50.18		008239		
I-1JPW-Y7FY-3GDK	PROGRAM SUPPLIES-KL	E	11/08/2023	253.75		008239		
I-1K9M-V696-9GHK	MISC BOOKS - KL	E	11/08/2023	305.13		008239		
I-1K9M-V696-FMG6	LASER LEVEL - PD	E	11/08/2023	138.59		008239		
I-1KGQ-GC14-4TW9	BATTERY/DRONE ACCESSORIES-PD	E	11/08/2023	63.39		008239		
I-1L4K-LDLY-JFH9	WALL HOOKS/ADAPTER/MISC-KL	E	11/08/2023	59.96		008239		
I-1LCR-JRRC-4YD3	TAPE-KL	E	11/08/2023	51.20		008239		
I-1M31-RYNK-9MJ6	WINDOW FILM/TAPE/CHKN BAND-CD	E	11/08/2023	97.46		008239		
I-1M4P-49DF-3KV1	OUTDOOR LIGHTS - PW	E	11/08/2023	415.75		008239		
I-1M4P-49DF-7WQN	MULTIMEDIA - KL	E	11/08/2023	24.68		008239		
I-1M9V-TYVG-T39H	MULTIMEDIA - KL	E	11/08/2023	27.20		008239		
I-1MTX-KNRR-7LK1	MISC BOOKS - KL	E	11/08/2023	210.01		008239		
I-1N9T-H4QC-3N7K	MISC BOOKS - KL	E	11/08/2023	29.98		008239		
I-1NRX-NWDD-4PFG	MISC BOOKS -KL	E	11/08/2023	35.97		008239		
I-1PDX-DDDT-4XXN	TACHOMETER - MU	E	11/08/2023	59.99		008239		
I-1PDX-DDDT-JXNJ	JUMBO 4 TO SCORE -GAME P&R	E	11/08/2023	159.99		008239		

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1PNH-3JDY-69TJ	MULTIMEDIA -KL	E	11/08/2023	243.18		008239		
I-1PNW-RVMD-1PNF	FLAG PATCH - FD UNIFORM	E	11/08/2023	62.90		008239		
I-1QHF-TFF7-696N	OFFICE SUPPLIES - PSB	E	11/08/2023	54.24		008239		
I-1QMQ-3CG1-LWGL	HEADBAND - KL	E	11/08/2023	8.99		008239		
I-1T9L-WCQW-DJ7K	FRIDGE FILTER - PSB	E	11/08/2023	99.99		008239		
I-1V73-PNH7-9L1V	PUZZLES-KL	E	11/08/2023	160.77		008239		
I-1VRV-6KXN-9GYT	RAIN BIRD ROTORS-PRSC	E	11/08/2023	573.90		008239		
I-1WH9-GXQW-4C4K	PLANNER - PSB	E	11/08/2023	18.98		008239		
I-1WLX-VDRJ-3JHQ	MULTIMEDIA - KL	E	11/08/2023	33.99		008239		
I-1WVC-NJHQ-4D1H	PENS/LINERS/SCISSORS-OC	E	11/08/2023	59.87		008239		
I-1X33-L6LW-1NCM	MISC CRAFT SUPPLIES - KL	E	11/08/2023	56.95		008239		
I-1XKK-6VCT-CXG1	MISC BOOKS - KL	E	11/08/2023	9.99		008239		
I-1XNX-CMXN-6JYN	MULTIMEDIA -KL	E	11/08/2023	19.96		008239		
I-1XWP-CQ9Q-RKFM	MULTIMEDIA -KL	E	11/08/2023	114.76		008239		
I-1YN4-M7JL-77L9	FLASH DRIVES - PD CET	E	11/08/2023	40.58		008239		6,453.85
*** VENDOR TOTALS ***						1 CHECKS		6,453.85
000192	HOMEAGES HOLDINGS LLC							
I-0033490	LIBRARY HOURS SIGN-KL	R	11/06/2023	41.00		245629		41.00
*** VENDOR TOTALS ***						1 CHECKS		41.00
000772	AMERICAN SOCIETY OF CIVIL							
I-1046199973	FY24 MEMBERSHIP-DON CLARK	R	11/06/2023	281.00		245630		281.00
*** VENDOR TOTALS ***						1 CHECKS		281.00
005758	BETSY ANDERSON							
I-10/09/23-10/10/23	10/9-10/10/23 MEALS	R	11/06/2023	38.24		245631		38.24
*** VENDOR TOTALS ***						1 CHECKS		38.24
002676	ANIMAL RESCUE LEAGUE							
I-INV0104	SEPTEMBER 2023 ANIMAL INTAKE	E	11/08/2023	2,130.00		008205		2,130.00
*** VENDOR TOTALS ***						1 CHECKS		2,130.00
008727	ANKENY ART CENTER							
I-10/23/2023 PUMPKIN	10/23/23 PAINTING PUMPKINS	R	11/06/2023	240.00		245632		240.00
*** VENDOR TOTALS ***						1 CHECKS		240.00
004012	ANKENY GIRLS SOFTBALL ASSOCIAT							
I-2023 PRSC LEASE	AGSA REC LEAGUE LEASE AGRMT	E	11/08/2023	3,172.00		008212		3,172.00
*** VENDOR TOTALS ***						1 CHECKS		3,172.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV162558	TERMINALS - MU	R	11/06/2023	6.18		245633		
I-15NV163904	UNIT #804 CONNECT BLADE	R	11/06/2023	11.08		245633		
I-15NV164140	VEHICLE SUPPLIES - CG	R	11/06/2023	8.97		245633		26.23
*** VENDOR TOTALS ***						1 CHECKS		26.23

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002625	PHILIP L ASCHEMAN PHD							
I-10/26/2023	EVALUATIONS - FD	R	11/06/2023	285.00		245634		285.00
			*** VENDOR TOTALS ***			1 CHECKS		285.00
011952	DANIELLE ATTOUNGBRE							
I-12/17/23 REFUND	12/17/23 RENTAL REFUND	R	11/06/2023	955.00		245635		955.00
			*** VENDOR TOTALS ***			1 CHECKS		955.00
007234	AUTOMATED LOGIC CONTRACTING SE							
I-475397	QUARTERLY BILLING-OCT-DEC 2023	R	11/06/2023	795.00		245636		795.00
			*** VENDOR TOTALS ***			1 CHECKS		795.00
005865	TASER INTERNATIONAL INC							
I-INUS184270	TASER 60 YEAR 4 PAYMENT	R	11/06/2023	3,060.00		245637		3,060.00
			*** VENDOR TOTALS ***			1 CHECKS		3,060.00
000067	BAKER & TAYLOR INC							
I-2037713274	MISC BOOKS - KL	E	11/08/2023	291.73		008175		
I-2037856703	MISC BOOKS - KL	E	11/08/2023	1,923.83		008175		
I-2037861630	MISC BOOKS -KL	E	11/08/2023	383.80		008175		
I-2037865438	MISC BOOKS -KL	E	11/08/2023	333.28		008175		
I-2037871658	MISC BOOKS - KL	E	11/08/2023	405.31		008175		
I-2037879232	MISC BOOKS - KL	E	11/08/2023	948.86		008175		
I-2037885464	MISC BOOKS -KL	E	11/08/2023	492.05		008175		
I-2037890316	MISC BOOKS -KL	E	11/08/2023	1,763.82		008175		
I-2037898437	MISC BOOKS -KL	E	11/08/2023	623.63		008175		
I-2037904715	MISC BOOKS -KL	E	11/08/2023	313.66		008175		7,479.97
			*** VENDOR TOTALS ***			1 CHECKS		7,479.97
005279	BASCOM TRUCK & AUTOMOTIVE INC							
I-413064	#742 REPAIRS	E	11/08/2023	11,589.90		008218		11,589.90
			*** VENDOR TOTALS ***			1 CHECKS		11,589.90
006864	BELSON OUTDOORS LLC							
I-348922	FY24 MEMORIAL BENCHES FIG	R	11/06/2023	4,081.78		245638		4,081.78
			*** VENDOR TOTALS ***			1 CHECKS		4,081.78
002881	LENNIS BERKLAND							
I-10/23/23	BOOT REIMBURSEMENT	R	11/06/2023	115.54		245639		115.54
			*** VENDOR TOTALS ***			1 CHECKS		115.54
005950	BLACKSTONE AUDIO INC							
I-2121803	MULTIMEDIA/SHELF SVCS-KL	R	11/06/2023	41.94		245640		
I-2121807	MULTIMEDIA/SHELF SVCS-KL	R	11/06/2023	37.95		245640		
I-2122249	MULTIMEDIA/SHELF SVCS-KL	R	11/06/2023	33.94		245640		
I-2122517	MULTIMEDIA/SHELF SVCS-KL	R	11/06/2023	41.94		245640		
I-2122749	MULTIMEDIA/SHELF SVCS-KL	R	11/06/2023	49.35		245640		
I-2123679	MISC BOOKS/SHELF SVCS-KL	R	11/06/2023	167.78		245640		
I-2124106	MULTIMEDIA/SHELF SVCS-KL	R	11/06/2023	71.90		245640		444.80
			*** VENDOR TOTALS ***			1 CHECKS		444.80

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003947	BOB BROWN GMC INC							
I-40374	UNIT #88 PARTS	E	11/08/2023	102.37		008210		
I-40591	UNIT #88 PARTS	E	11/08/2023	146.09		008210		248.46
	*** VENDOR TOTALS ***					1 CHECKS		248.46
009283	BOLTON & MENK, INC							
I-0321598 #3	PAY 3-CORP WDS DR/CRSWND SGNL	R	11/06/2023	7,264.50		245641		
I-0321599 #7	PAY 7-PR RDG DR/ASH/9TH STDY	R	11/06/2023	3,839.00		245641		11,103.50
	*** VENDOR TOTALS ***					1 CHECKS		11,103.50
009487	BOOT BARN INC							
I-INV00304808	BOOTS - J. GEORGIUS	E	11/08/2023	103.50		008243		
I-INV00304809	BOOTS - C. BARSON	E	11/08/2023	134.99		008243		
I-INV00304810	BOOTS - C. CALHOUN	E	11/08/2023	140.00		008243		
I-INV00304811	RAIN COAT - PW	E	11/08/2023	125.99		008243		
I-INV00304812	BOOTS - A. DOCKER	E	11/08/2023	98.99		008243		
I-INV00308856	BOOTS - M. VILLAMAGNA	E	11/08/2023	134.99		008243		
I-INV00308857	BOOTS - J. RUBY	E	11/08/2023	126.00		008243		864.46
	*** VENDOR TOTALS ***					1 CHECKS		864.46
005174	BOUND TREE MEDICAL LLC							
I-85108559	EMS SUPPLIES - FD	R	11/06/2023	1,254.55		245642		
I-85108560	EMS SUPPLIES - FD	R	11/06/2023	18.66		245642		
I-85108561	EMS SUPPLIES - FD	R	11/06/2023	10.80		245642		
I-85110107	EMS SUPPLIES - FD	R	11/06/2023	597.04		245642		
I-85124583	EMS SUPPLIES - FD	R	11/06/2023	306.96		245642		2,188.01
	*** VENDOR TOTALS ***					1 CHECKS		2,188.01
011616	TANYA BOYLE							
I-09/12/23-11/13/23	9/12-11/13/23 ACC CLASSES	E	11/08/2023	400.00		008279		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
005565	STEPHANIE BRAUN							
I-10/09/23-10/10/23	10/9-10/10/23 MEALS	R	11/06/2023	44.71		245643		44.71
	*** VENDOR TOTALS ***					1 CHECKS		44.71
000127	BRICK GENTRY PC							
I-406668	9/25/2023 STATEMENT 224.001	R	11/06/2023	1,800.00		245644		
I-406669	224.031 STATEMENT 224.031	R	11/06/2023	3,970.00		245644		
I-406673 CORRECTED	9/25/23 STATEMENT 224.014	R	11/06/2023	240.00		245644		6,010.00
	*** VENDOR TOTALS ***					1 CHECKS		6,010.00
010643	PATRICIA BROWN							
I-09/05/23-10/28/23	9/5-10/28/23 YOGA CLASSES -ACC	E	11/08/2023	414.00		008276		414.00
	*** VENDOR TOTALS ***					1 CHECKS		414.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005497	BRYAN ROCK PRODUCTS INC							
I-61230	AGLIME	R	11/06/2023	1,895.75		245645		1,895.75
			*** VENDOR TOTALS ***			1 CHECKS		1,895.75
009469	COLTON CAMPBELL							
I-10/02/23-10/06/23	10/2-10/6/23 MEALS	E	11/08/2023	52.92		008270		52.92
			*** VENDOR TOTALS ***			1 CHECKS		52.92
000385	CAPITAL CITY EQUIPMENT CO							
I-40477D	BRACKET ST - PRSC	E	11/08/2023	38.03		008184		38.03
			*** VENDOR TOTALS ***			1 CHECKS		38.03
005401	CAPITAL SANITARY SUPPLY CO INC							
I-C376266	BUILDING SUPPLIES - FD	E	11/08/2023	313.72		008219		313.72
			*** VENDOR TOTALS ***			1 CHECKS		313.72
000117	CARMEN'S FLOWERS							
I-015838	PLANTS - G. WELCH	R	11/06/2023	60.00		245646		
I-015858	GREEN PLANT - C. SEARS	R	11/06/2023	65.00		245646		125.00
			*** VENDOR TOTALS ***			1 CHECKS		125.00
000453	CARQUEST AUTO PARTS							
I-2330-806460	UNIT #245 PARTS	R	11/06/2023	39.89		245647		
I-2330-807787	COUPLINGS - CG	R	11/06/2023	56.20		245647		
I-2330-807858	UNIT #922 PARTS	R	11/06/2023	82.44		245647		
I-2330-807867	UNIT #841 OIL FILTER	R	11/06/2023	17.47		245647		
I-2330-808140	UNIT #117 PARTS	R	11/06/2023	29.49		245647		
I-2330-808432	FUEL TRAILER PARTS - PARKS	R	11/06/2023	66.12		245647		
I-2330-808667	UNIT #125 PARTS	R	11/06/2023	74.23		245647		
I-2330-808690	SEALANT - CG	R	11/06/2023	11.94		245647		
I-2330-808817	UNIT #121 PARTS	R	11/06/2023	59.04		245647		436.82
			*** VENDOR TOTALS ***			1 CHECKS		436.82
004613	CENTRAL IOWA DISTRIBUTING							
I-01002168	2PLY/SUPBLUE/URINAL/SOAP-PRSC	E	11/08/2023	494.00		008213		494.00
			*** VENDOR TOTALS ***			1 CHECKS		494.00
004635	CENTRAL IOWA OFFICIALS LLC							
I-WNTRBBALL2023	5TH-7TH GRD BBALL OFFICIALS	R	11/06/2023	10,500.00		245648		10,500.00
			*** VENDOR TOTALS ***			1 CHECKS		10,500.00
011409	CENTRAL MCGOWAN INC							
I-0000266015	CYLINDER RENTAL-OC	E	11/08/2023	30.00		008251		
I-0000763094	CYLINDER RENTAL - OC	E	11/08/2023	68.58		008251		98.58
			*** VENDOR TOTALS ***			1 CHECKS		98.58

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003072	QWEST CORPORATION							
I-10/04/2023	10/2023 STATEMENT - TRFC	R	11/06/2023	100.89		245649		100.89
			*** VENDOR TOTALS ***			1 CHECKS		100.89
011965	CHAMPVA							
I-AFD32803	PATIENT REFUND - FD	R	11/06/2023	102.99		245650		102.99
			*** VENDOR TOTALS ***			1 CHECKS		102.99
000210	CHARLES GABUS FORD							
I-430134	VEHICLE #60 REPAIR	R	11/06/2023	6,946.85		245651		6,946.85
			*** VENDOR TOTALS ***			1 CHECKS		6,946.85
004074	ROBERT J CHIAPPANO JR							
I-09/27/23-09/29/23	9/27-9/29/23 TRAVEL REIMBRSMNT	R	11/06/2023	60.00		245652		60.00
			*** VENDOR TOTALS ***			1 CHECKS		60.00
008999	CHRISTIAN PRINTERS INC							
I-108888	CITY GUIDE PRINTING	E	11/08/2023	16,026.00		008235		16,026.00
			*** VENDOR TOTALS ***			1 CHECKS		16,026.00
008614	TONY CHRISTOPH							
I-10/10/23-10/11/23	10/10-10/11/23 MEAL REMBRSMNT	E	11/08/2023	19.73		008233		19.73
			*** VENDOR TOTALS ***			1 CHECKS		19.73
010049	CINTAS CORPORATION							
I-5178619207	MED CABINET SUPPLIES - MU	R	11/06/2023	81.13		245653		81.13
			*** VENDOR TOTALS ***			1 CHECKS		81.13
011576	CINTAS CORPORATION							
I-4170527407	BANQUET SUPPLY RENTALS-OC	R	11/06/2023	110.34		245654		
I-4171200811	BANQUET SUPPLY RNTLS-OC	R	11/06/2023	139.09		245654		
I-4171908477	BANQUET SUPPLY RENTALS-OC	R	11/06/2023	139.85		245654		
I-4172622412	BANQUET SUPPLY RENTALS-OC	R	11/06/2023	86.39		245654		475.67
			*** VENDOR TOTALS ***			1 CHECKS		475.67
002726	CITY OF DES MOINES TREASURY							
I-132940	FY23 SISTER CITY REIMBURSEMENT	R	11/06/2023	656.08		245655		656.08
			*** VENDOR TOTALS ***			1 CHECKS		656.08
006965	CITY OF URBANDALE							
I-2024-00000024	SCBA FIT TESTER - FD	R	11/06/2023	1,714.00		245656		1,714.00
			*** VENDOR TOTALS ***			1 CHECKS		1,714.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002356	CITY OF WEST DES MOINES							
I-CE-2024-00010008	FY24 METRO HOME IMPR PRGM	R	11/06/2023	18,707.00		245657		18,707.00
			*** VENDOR TOTALS ***			1 CHECKS		18,707.00
001732	ROGER CLEVELAND GOLF CO INC							
I-7662115 SO	MERCH FOR RESALE - OC	R	11/06/2023	121.40		245658		121.40
			*** VENDOR TOTALS ***			1 CHECKS		121.40
011957	CLUB DINK							
I-1038	PICKLEBALL NETS - ACC	D	11/01/2023	2,660.00		002351		2,660.00
			*** VENDOR TOTALS ***			1 CHECKS		2,660.00
002728	COMMERCIAL APPRAISERS OF IOWA							
I-09/01/2023	APPRAISAL FOR HULSIZER	R	11/06/2023	7,000.00		245659		7,000.00
			*** VENDOR TOTALS ***			1 CHECKS		7,000.00
004289	COMMUNICATION DATA LINK							
I-PAY3FNL-ANK BV FBR	PAY3FINAL-ANK BLVD FIBER OPTIC	R	11/06/2023	651.84		245660		651.84
004289	COMMUNICATION DATA LINK							
I-RTNG-ANKBVDFIBER	RTNG-ANKENY BLVD FIBER OPTIC	R	11/06/2023	4,026.84		245661		4,026.84
			*** VENDOR TOTALS ***			2 CHECKS		4,678.68
002559	CONSUMERS ENERGY							
I-08/31/23-10/02/23	10/09/2023 STATEMENT	E	11/08/2023	2,669.81		008204		2,669.81
			*** VENDOR TOTALS ***			1 CHECKS		2,669.81
009277	CONVERGE ONE INC							
I-IE9113986	DUO MFA - RENEWAL	E	11/08/2023	23,072.00		008240		23,072.00
			*** VENDOR TOTALS ***			1 CHECKS		23,072.00
005586	TROY L CORY							
I-09/27-23-09/29/23	9/27-9/29/23 MILEAGE	E	11/08/2023	84.50		008258		84.50
			*** VENDOR TOTALS ***			1 CHECKS		84.50
001654	CUMMINS, INC							
C-J4-41393	CR: FS#1 GEN REPAIRS	E	11/08/2023	135.02CR		008196		
I-J4-39548	IRVINEDALE GEN REPAIRS	E	11/08/2023	899.50		008196		
I-J4-39551	CITY HALL GEN REPAIRS	E	11/08/2023	779.13		008196		
I-J4-39554	CITY HALL GEN INSPECTION	E	11/08/2023	849.15		008196		
I-J4-39559	PSB GEN REPAIRS	E	11/08/2023	719.16		008196		
I-J4-39651	PSB GEN BATTERY REPLACE	E	11/08/2023	202.99		008196		
I-J4-39658	ASR#2 GEN INSPECTION	E	11/08/2023	1,491.21		008196		
I-J4-39660	GENERATOR REPAIRS - ASR#2	E	11/08/2023	1,047.48		008196		
I-J4-39679	FS#2 GEN INSPECTION	E	11/08/2023	798.80		008196		
I-J4-39682	PW GEN INSPECTION	E	11/08/2023	719.16		008196		
I-J4-39683	FS#2 GEN REPAIRS	E	11/08/2023	202.99		008196		
I-J4-39771	PW GEN REPAIRS	E	11/08/2023	202.99		008196		

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-J4-39821	FS#1 GEN REPAIRS	E	11/08/2023	173.55		008196		
I-J4-39824	FS#1 GEN INSPECTION	E	11/08/2023	457.54		008196		
I-J4-40515	PD GEN REPAIRS	E	11/08/2023	1,115.59		008196		
I-J4-40517	PD GENERATOR INSPECTION	E	11/08/2023	942.27		008196		
I-J4-40523	WATER GEN INSPECTION	E	11/08/2023	1,055.20		008196		
I-J4-40528	WATER GEN INSPECTION	E	11/08/2023	851.29		008196		
I-J4-40529	WASTE WATER GEN REPAIRS	E	11/08/2023	942.27		008196		
I-J4-40796	SAYLOR CREEK GEN INSPECTION	E	11/08/2023	1,236.05		008196		
I-J4-40872	GENERATOR REPAIRS-MU	E	11/08/2023	1,667.02		008196		
I-J4-40874	MAGAZINE GEN INSPECTION	E	11/08/2023	779.13		008196		
I-J4-41211	FS#1 GEN INSPECTION	E	11/08/2023	511.05		008196		
I-J4-41324	FS#1 GEN REPAIRS	E	11/08/2023	365.22		008196		
I-J4-42445	FS#3 GEN REPAIRS	E	11/08/2023	202.99		008196		
I-J4-42447	FS#3 GEN INSPECTION	E	11/08/2023	819.86		008196		
I-J4-42898	UNIT #121 PARTS	E	11/08/2023	206.32		008196		19,102.89
*** VENDOR TOTALS ***						1 CHECKS		19,102.89
000146	CENTURY HOMES CO							
C-06294CM	CR: SYNGENTA EARLY ORDER-PRSC	R	11/06/2023	2,407.70CR		245662		
I-72119IN	GREENS FERTILIZER-OCM	R	11/06/2023	1,029.00		245662		
I-72120IN	TA CONTEC DG - OCM	R	11/06/2023	343.00		245662		
I-72215IN	DURAPITCH PRO MOUND-PRSC	R	11/06/2023	77.88		245662		
I-72216IN	CAPTAIN ALGAECIDE-OCM	R	11/06/2023	882.60		245662		
I-72441IN	ROW SUPPLIES - PW	R	11/06/2023	910.00		245662		
I-72442IN	IGNITION SPARK - PRSC	R	11/06/2023	350.00		245662		1,184.78
*** VENDOR TOTALS ***						1 CHECKS		1,184.78
009536	D R HORTON - IOWA LLC							
I-RES#2020-119 (3)	SDWLK OVRSZG-BRINMORE EST P3	R	11/06/2023	567.00		245663		567.00
*** VENDOR TOTALS ***						1 CHECKS		567.00
009427	AMY DAWSON							
I-10/27/2023	10/2/23-10/27/23 REIMBRMNTS	E	11/08/2023	58.52		008268		58.52
*** VENDOR TOTALS ***						1 CHECKS		58.52
003359	KEVIN DEAYER							
I-08/23-10/23 MA	FY24 MARTIAL ARTS AUG-OCT	E	11/08/2023	1,404.80		008209		1,404.80
*** VENDOR TOTALS ***						1 CHECKS		1,404.80
003099	DELL MARKETING L P							
I-10705396558	FY24 - 2ND DELL PC ORDER	R	11/06/2023	14,268.74		245664		14,268.74
*** VENDOR TOTALS ***						1 CHECKS		14,268.74

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008545	DEMARANVILLE INSTALLATIONS INC							
I-I23-1320A	ANNUAL INSPECTION FIRE SYS-ACC	R	11/06/2023	200.00		245665		200.00
			*** VENDOR TOTALS ***			1 CHECKS		200.00
000605	DEMCO INC							
I-7380821	BOOK JACKETS/CASE/CAP-KL	E	11/08/2023	266.85		008190		266.85
			*** VENDOR TOTALS ***			1 CHECKS		266.85
010180	AUSTIN DEMERS							
I-09/14/23-10/05/23	9/14-10/5/23 MILEAGE	E	11/08/2023	19.65		008272		
I-10/06/23-10/13/23	10/6-10/13/23 MILEAGE	E	11/08/2023	6.55		008272		26.20
			*** VENDOR TOTALS ***			1 CHECKS		26.20
011530	DES MOINES AREA COMMUNITY COLL							
I-S1554520	CDL COURSE-S. PATTERSON	R	11/06/2023	140.00		245666		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
000593	OMG MIDWEST INC dba DES MOINES							
I-RES#105-23CSTSHARE	RES#105-23COSTSHARE 38TH OVRLY	R	11/06/2023	103,963.44		245667		103,963.44
			*** VENDOR TOTALS ***			1 CHECKS		103,963.44
000758	DES MOINES IRON & SUPPLY CO							
I-1904680416	UNIT #820 PARTS -OC	R	11/06/2023	105.71		245668		105.71
			*** VENDOR TOTALS ***			1 CHECKS		105.71
000843	THE DES MOINES REGISTER							
I-5939777	09/2023 LEGAL PUBLICATIONS	E	11/08/2023	2,645.40		008194		2,645.40
			*** VENDOR TOTALS ***			1 CHECKS		2,645.40
000160	DES MOINES WATER WORKS							
I-000131 9/29/23	9/29/23 STATEMENT	R	11/06/2023	325.00		245669		
I-000186 9/29/23	9/29/23 STATEMENT	R	11/06/2023	2,080.00		245669		2,405.00
			*** VENDOR TOTALS ***			1 CHECKS		2,405.00
001327	GL ANKENY LLC							
I-154611 DOW	UNIT #408 PARTS	R	11/06/2023	364.00		245670		364.00
			*** VENDOR TOTALS ***			1 CHECKS		364.00
011431	DINNER DELIGHTS							
I-10/01/2023	10/1/23 DINER DELIGHTS	R	11/06/2023	1,397.00		245671		1,397.00
			*** VENDOR TOTALS ***			1 CHECKS		1,397.00
010264	DISTRICT AT PRAIRIE TRAIL OWNE							
I-10/01/2023 DUES	10/2023 QUARTERLY DUES	R	11/06/2023	12,549.78		245672		12,549.78
			*** VENDOR TOTALS ***			1 CHECKS		12,549.78

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009477	DIXON ENGINEERING INC							
I-23-1095	ROV INSPECTION OF TOWER	R	11/06/2023	5,425.00		245673		
I-23-1182 PAY 3	PAY 3-DEL GRND STRG RES PRJCT	R	11/06/2023	4,050.00		245673		9,475.00
	*** VENDOR TOTALS ***					1 CHECKS		9,475.00
010726	PAUL A DRAKE							
I-3314	NAME PLACE CHANGE-ED	E	11/08/2023	10.00		008249		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
000759	JAY EASON							
I-07/23-09/23FITNESS	7/23-9/23 FITNESS	E	11/08/2023	54.00		008192		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
011945	EASYVISTA, INC.							
I-4E9FEF0-0005	GOVERLAN RENEWAL	R	11/06/2023	796.50		245674		796.50
	*** VENDOR TOTALS ***					1 CHECKS		796.50
000628	EIDE BAILLY LLP							
I-EI01572225	HOTLINE SUBMISSION REPORT	E	11/08/2023	75.00		008191		
I-EI01575944	HOTLINE SUBMISSION REPORT	E	11/08/2023	75.00		008191		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000186	ELECTRONIC ENGINEERING							
I-80068515, 80068364	10/2023 STATEMENT - PK MAINT	E	11/08/2023	296.50		008176		
I-80068516, 80068365	10/2023 STATEMENT - PW	E	11/08/2023	930.00		008176		
I-80068517, 80068366	10/2023 STATEMENT - MU	E	11/08/2023	440.50		008176		
I-80068518	10/2023 STATEMENT-ENGINEERING	E	11/08/2023	26.50		008176		
I-80068862, 80069017	11/2023 STATEMENT - PARK MAINT	E	11/08/2023	296.50		008176		
I-80069018, 80068863	11/2023 STATEMENT - PW	E	11/08/2023	930.00		008176		
I-80069019, 80068864	11/2023 STATEMENT - MU	E	11/08/2023	440.50		008176		
I-80069020	11/2023 STATEMENT-ENGINEERING	E	11/08/2023	26.50		008176		3,387.00
	*** VENDOR TOTALS ***					1 CHECKS		3,387.00
005478	EXCEL MECHANICAL COMPANY INC							
I-167075	ROOFTOP UNIT 4 REPAIR- OC	E	11/08/2023	606.00		008220		
I-167076	AC REPAIR - OC CLUBHOUSE	E	11/08/2023	288.00		008220		894.00
	*** VENDOR TOTALS ***					1 CHECKS		894.00
011713	FARNSWORTH GROUP INC							
I-246132	PAY 6- ASPEN TRIDGE TRAIL	R	11/06/2023	1,162.50		245675		1,162.50
	*** VENDOR TOTALS ***					1 CHECKS		1,162.50
005631	FBI-LEEDA							
I-200094849	ELI - DSM - WEBB	R	11/06/2023	795.00		245676		
I-200094871	ELI - DSM - WILSON	R	11/06/2023	795.00		245676		
I-200094873	ELI - DSM - WILLIAMS	R	11/06/2023	795.00		245676		2,385.00
	*** VENDOR TOTALS ***					1 CHECKS		2,385.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007648	DAIOHS USA INC							
I-010577	COFFEE SERVICES - CH	E	11/08/2023	56.58		008229		56.58
			*** VENDOR TOTALS ***			1 CHECKS		56.58
007455	FIRST NATIONAL BANK							
I-11012023-FIRST	ROOM RENTAL CANCELLATION	R	11/06/2023	137.50		245677		137.50
			*** VENDOR TOTALS ***			1 CHECKS		137.50
002078	FOTH & VAN DYKE LLC							
I-86560 #18	PAY 18-N 4MILE CRK TRNK SWR	E	11/08/2023	9,245.40		008200		
I-86561 #7	PAY 7-NW STATE ST EXT	E	11/08/2023	72,962.10		008200		
I-86562 #1	PAY 1-N 4MILE CRK TRNK SWR PH2	E	11/08/2023	8,946.00		008200		91,153.50
			*** VENDOR TOTALS ***			1 CHECKS		91,153.50
011377	STRAND ASSOCIATES, INC.							
I-0202936 #30	PAY 30- ANKENY ASR	R	11/06/2023	2,574.00		245678		
I-0202937 #6	PAY 6-NE36TH/38TH WTR MN LOOP	R	11/06/2023	36,237.50		245678		38,811.50
			*** VENDOR TOTALS ***			1 CHECKS		38,811.50
009329	JOSHUA FREEMAN							
I-10/11/23-10/13/23	10/11-10/13/23 MEALS	E	11/08/2023	53.01		008267		53.01
			*** VENDOR TOTALS ***			1 CHECKS		53.01
011935	FURNITURE LEISURE, INC							
I-14770	FURNITURE LEISURE FY24	E	11/08/2023	11,005.70		008257		11,005.70
			*** VENDOR TOTALS ***			1 CHECKS		11,005.70
000211	GALE							
I-82793425	OCTOBER HIGH OCTANE 8 PLAN-KL	E	11/08/2023	189.68		008177		
I-82793645	OCT DYNAMIC DRAMA 5 PLAN-KL	E	11/08/2023	167.94		008177		
I-82801514	OCTOBER TOP SHELF 8 PLAN	E	11/08/2023	194.93		008177		
I-82811228	OCTOBER BIOGRAPHY 2 PLAN	E	11/08/2023	51.73		008177		
I-82811274	OCTOBER CHRISTIAN ROMNCE 5	E	11/08/2023	125.20		008177		
I-82818421	OCTOBER CHRISTIAN ROMNCE 4	E	11/08/2023	94.46		008177		
I-82818946	OCTOBER DIVERSE VOICES 2 PLAN	E	11/08/2023	52.48		008177		
I-82823378	SEPTEMBER LG PRINT DIST 5 PLAN	E	11/08/2023	22.50		008177		
I-82850324	OCTOBER MARCH AFRCN AMCN 2PLN	E	11/08/2023	50.23		008177		
I-82850400	OCTOBER THRILLER/AD/SUSP3	E	11/08/2023	80.22		008177		
I-82850435	OCTOBER AMISH FICTION 3 PLAN	E	11/08/2023	72.72		008177		
I-82850591	OCTOBER CLEAN READS 3 PLAN	E	11/08/2023	72.72		008177		
I-82850797	OCTOBER SOFTCVR ROMNCE FIC3	E	11/08/2023	61.47		008177		
I-82850965	OCTOBER HISTORY FACT/FICTN2	E	11/08/2023	52.48		008177		
I-82858913	OCTOBER WESTERN 2 PLAN	E	11/08/2023	47.98		008177		
I-82895950	SEPTEMBER LG PRINT DIST 5 PLN	E	11/08/2023	27.00		008177		1,363.74
			*** VENDOR TOTALS ***			1 CHECKS		1,363.74

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003712	GALLS, LLC							
I-025706619	GLOVES - PD	R	11/06/2023	42.99		245679		
I-025746575	UNIFORMS - FD	R	11/06/2023	43.14		245679		
I-025756446	UNIFORMS - FD	R	11/06/2023	139.06		245679		
I-025778831	UNIFORMS - FD	R	11/06/2023	70.41		245679		
I-025778858	UNIFORMS - FD	R	11/06/2023	99.52		245679		
I-025818900	UNIFORMS - FD	R	11/06/2023	70.41		245679		
I-025818907	UNIFORMS - FD	R	11/06/2023	199.06		245679		
I-025828060	BODY ARMOR - PD	R	11/06/2023	978.62		245679		
I-025839352	HEMMING - FD	R	11/06/2023	25.00		245679		
I-025874533	UNIFORMS - FD	R	11/06/2023	70.43		245679		
I-025886194	UNIFORMS - FD	R	11/06/2023	63.40		245679		
I-025938054	UNIFORMS - FD	R	11/06/2023	142.69		245679		1,944.73
	*** VENDOR TOTALS ***					1 CHECKS		1,944.73
009681	GENERAL TRAFFIC CONTROLS, INC							
I-23742	REPAIRS - TRAFFIC	E	11/08/2023	790.00		008244		790.00
	*** VENDOR TOTALS ***					1 CHECKS		790.00
009054	GPS INDUSTRIES LLC							
I-CON116746	11/1/23-11/30/23 CNCT/VISAGE	R	11/06/2023	2,189.00		245680		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
000227	GRAINGER							
C-9864896494	CR: ENERGY REBATE PD	E	11/08/2023	50.00CR		008178		
I-9868585291	CHANGING STN PARTS-KL	E	11/08/2023	167.91		008178		
I-9870331783	BLOW OUT PARTS -PKS	E	11/08/2023	43.50		008178		
I-98782684117	HOSE BIBB/GAS VALVE- FD	E	11/08/2023	20.13		008178		
I-9879951649	CONDENSATE PUMP-FD	E	11/08/2023	474.18		008178		
I-9884514747	CFAC HAND DRYERS	E	11/08/2023	1,110.40		008178		1,766.12
	*** VENDOR TOTALS ***					1 CHECKS		1,766.12
006348	GRAZIANO BROTHERS INC							
I-240687	FOOD FOR RESALE - OC	E	11/08/2023	124.00		008226		124.00
	*** VENDOR TOTALS ***					1 CHECKS		124.00
010263	GREENLAND HOMES INC							
I-RES#21-283 21-414	SDWLK OVRSZG-GRV LNDG P1/P3	R	11/06/2023	6,079.50		245681		6,079.50
	*** VENDOR TOTALS ***					1 CHECKS		6,079.50
011715	COLBY GROOM							
I-08/2023 REMBRSMNT	08/2023 BOOK/UNIFORM RMBRSMNT	E	11/08/2023	895.18		008281		895.18
	*** VENDOR TOTALS ***					1 CHECKS		895.18

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009556	GROUP CREATIVE SERVICES, LLC							
I-390	WATER TOWER ART	R	11/06/2023	3,000.00		245682		3,000.00
			*** VENDOR TOTALS ***			1 CHECKS		3,000.00
008863	H & S CUSTOM FARMING LLC							
I-181A	ROUGH CUT MOWING	R	11/06/2023	3,518.50		245683		3,518.50
			*** VENDOR TOTALS ***			1 CHECKS		3,518.50
001815	HAWKEYE TRUCK EQUIPMENT							
I-159736	SALTER VIBRATOR INSTALL-PKS	R	11/06/2023	770.00		245684		770.00
			*** VENDOR TOTALS ***			1 CHECKS		770.00
001978	HAWKINS INC							
I-6595980	AZONE 15/SODIUM HYDRO - MU	R	11/06/2023	707.81		245685		707.81
			*** VENDOR TOTALS ***			1 CHECKS		707.81
011912	HEALTH PARTNERS							
I-AFD30138	REFUND - FD	R	11/06/2023	855.68		245686		855.68
			*** VENDOR TOTALS ***			1 CHECKS		855.68
003550	HEIMAN FIRE EQUIPMENT INC							
I-0925043-IN	FIREFIGHTING GLOVES - FD	R	11/06/2023	4,292.24		245687		
I-0925094-IN	HOODS - FD	R	11/06/2023	3,318.17		245687		
I-0925347-IN	GLOVES - FD	R	11/06/2023	172.64		245687		7,783.05
			*** VENDOR TOTALS ***			1 CHECKS		7,783.05
011960	SAMUEL HOMAN							
I-10/2023 BOOTS	10/2023 BOOT REMBRSMNT	E	11/08/2023	122.97		008285		122.97
			*** VENDOR TOTALS ***			1 CHECKS		122.97
003098	HOTSY CLEANING SYSTEMS IN							
I-0217187-IN	FLEETWASH - PD	E	11/08/2023	556.50		008207		556.50
			*** VENDOR TOTALS ***			1 CHECKS		556.50
008805	RYAN HOWE							
I-10/12/2023 MEALS	10/12/23 MEALS	R	11/06/2023	39.19		245688		
I-10/13/2023	10/13/23 TRAVEL REMBRSMNT	R	11/06/2023	339.01		245688		378.20
			*** VENDOR TOTALS ***			1 CHECKS		378.20
005531	HR GREEN INC							
I-167533/165305 #11	PAY 11-ORLBR GTWY TRL UNDRPS	E	11/08/2023	74,065.26		008221		
I-167815	PAY 7-IRVNDLE/18TH INTSCN IMP	E	11/08/2023	7,029.50		008221		81,094.76
			*** VENDOR TOTALS ***			1 CHECKS		81,094.76

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001904	HUBBELL HOMES							
I-RES#2017-203	SDWLK OVRSZG-PRAIRIE TRL PK P1	R	11/06/2023	1,659.00		245689		1,659.00
			*** VENDOR TOTALS ***			1 CHECKS		1,659.00
000253	HY-VEE INC							
C-10/2023 CR ON ACCT	CR: CREDIT ON ACCOUNT ADJ	R	11/06/2023	20.05CR		245690		
I-671700	OPEN HOUSE SUPPLIES - FD	R	11/06/2023	50.57		245690		
I-789074	BREAKROOM SUPPLIES - PW	R	11/06/2023	141.14		245690		171.66
			*** VENDOR TOTALS ***			1 CHECKS		171.66
001318	IA DEPT OF AGRICULTURE & LAND							
I-10/2023 RENEWALS	2023 PESTICIDE RENEWALS-PKS	R	11/06/2023	60.00		245691		60.00
			*** VENDOR TOTALS ***			1 CHECKS		60.00
008704	IDT PAYMENT SERVICES							
I-108667	2023 SERVICE AWARDS	R	11/06/2023	7,784.84		245692		7,784.84
			*** VENDOR TOTALS ***			1 CHECKS		7,784.84
008906	IMAGE TREND INC							
I-PS-INV103599	SEPTEMBER 2023 BILLING BRIDGE	E	11/08/2023	1,432.50		008234		1,432.50
			*** VENDOR TOTALS ***			1 CHECKS		1,432.50
009085	INDUSTRIAL ORGANIZATIONAL SOLU							
I-C58053A	FIRE ENGINE TESTING	R	11/06/2023	653.00		245693		653.00
			*** VENDOR TOTALS ***			1 CHECKS		653.00
000266	INTERSTATE BATTERY SYSTEM							
I-40216350	BATTERY - CG	E	11/08/2023	145.95		008179		145.95
			*** VENDOR TOTALS ***			1 CHECKS		145.95
009563	MICHELE BRANT							
I-4	CRIME FREE HOUSING SPEAKER	R	11/06/2023	125.00		245694		125.00
			*** VENDOR TOTALS ***			1 CHECKS		125.00
005403	IOWA COMMUNITIES ASSURANCE POO							
I-123680	ADD HTT TRAILHEAD	R	11/06/2023	594.00		245695		594.00
005403	IOWA COMMUNITIES ASSURANCE POO							
I-123703	ADD UTV ORD GEN LIABILITY	R	11/06/2023	4,819.00		245696		4,819.00
005403	IOWA COMMUNITIES ASSURANCE POO							
I-4A2304RYK4M001	ICAP DEDUCT 4A2304RVK4M-0001	R	11/06/2023	5,000.00		245697		5,000.00
			*** VENDOR TOTALS ***			3 CHECKS		10,413.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0018023	THERMAL PAPER - PD	R	11/06/2023	427.68		245698		427.68
	*** VENDOR TOTALS ***					1 CHECKS		427.68
007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10009011	CR: INSTR ASSIST-T GRANDGEORGE	R	11/06/2023	100.00CR		245699		
C-CR10009030	CR: INSTR ASSIST-T. MCGRAW	R	11/06/2023	100.00CR		245699		
I-324849	FIELD TRAINING-R. BALL, S. ASH	R	11/06/2023	760.00		245699		
I-324929	FIREARMS INSTR RECERT-HOWE	R	11/06/2023	175.00		245699		
I-324946	PATROL RFL INSTR RECERT-HOWE	R	11/06/2023	175.00		245699		910.00
	*** VENDOR TOTALS ***					1 CHECKS		910.00
004476	IOWA MEDICAID ENTERPRISE							
I-11 2023	NOVEMBER 2023 STATE SHARE	R	11/06/2023	13,981.00		245700		13,981.00
	*** VENDOR TOTALS ***					1 CHECKS		13,981.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV89092	FY22 411 MED DED SEPT	R	11/06/2023	580.06		245701		
I-INV89093	FY23 411 MED DED SEPT	R	11/06/2023	8,047.82		245701		
I-INV89094	FY24 411 MED DED SEPT	R	11/06/2023	3,730.52		245701		
I-INV89095	FY23 MED DED SEPT	R	11/06/2023	1,170.20		245701		
I-INV89096	FY24 MED DED SEPT	R	11/06/2023	854.85		245701		14,383.45
	*** VENDOR TOTALS ***					1 CHECKS		14,383.45
000610	IOWA POETRY ASSOCIATION							
I-10/16/2023	LYRICAL IOWA 2023-KL	R	11/06/2023	12.75		245702		12.75
	*** VENDOR TOTALS ***					1 CHECKS		12.75
009002	IOWA PUMP WORKS, INC							
I-INV022580	LIFT STATION REPAIRS - MU	E	11/08/2023	253.65		008236		
I-INV022607	ANNUAL PUMP SERVICE-AC	E	11/08/2023	1,725.00		008236		1,978.65
	*** VENDOR TOTALS ***					1 CHECKS		1,978.65
001021	IOWA RURAL WATER ASSOCIATION							
I-FY24 MEMBERSHIP	FY24 MEMBERSHIP FEE	R	11/06/2023	455.00		245703		455.00
	*** VENDOR TOTALS ***					1 CHECKS		455.00
000644	IOWA SIGNAL INC							
I-5715	FO CONDUIT-NW 36TH & ASH	R	11/06/2023	5,740.00		245704		5,740.00
	*** VENDOR TOTALS ***					1 CHECKS		5,740.00
005419	IOWA SPORTS TURF MANAGERS ASSO							
I-01595	ISFMA FIELD OF DREAMS-EJ	R	11/06/2023	40.00		245705		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009937	SAFIAH ELAHI							
I-001-P44-10/2023	24-HOUR TRAFFIC COUNTS	R	11/06/2023	3,650.00		245706		3,650.00
			*** VENDOR TOTALS ***			1 CHECKS		3,650.00
005635	IA ASSOC OF CODE ENFORCEMENT							
I-FY24 RNWL-AW	FY24 IOWACE MBR RNWL-A WINKELS	R	11/06/2023	70.00		245707		
I-FY24 RNWL-BP	FY24 IOWACE MBR RNWL-B PRUISMA	R	11/06/2023	70.00		245707		
I-FY24 RNWL-JC	FY24 IOWACE MBR RNWL-J CABEEN	R	11/06/2023	70.00		245707		
I-FY24 RNWL-JG	FY24 IOWACE MBR RNWL-J GUDDALL	R	11/06/2023	70.00		245707		
I-IOWACE 23 CONF-AW	IOWACE 2023 CONF REG-A WINKELS	R	11/06/2023	300.00		245707		
I-IOWACE 23 CONF-JG	IOWACE 2023 CONF REG-J GUDDALL	R	11/06/2023	300.00		245707		880.00
			*** VENDOR TOTALS ***			1 CHECKS		880.00
001534	IRON MOUNTAIN RECORDS							
I-HWCD182	SHREDDING SERVICES - FD	R	11/06/2023	345.08		245708		345.08
			*** VENDOR TOTALS ***			1 CHECKS		345.08
007827	JEO CONSULTING GROUP INC							
I-145534	PAY 25-SE 3RD ST IMP- PH1	E	11/08/2023	1,761.25		008230		
I-145535 #13	PAY 13-SE 3RD ST IMP -PH2	E	11/08/2023	1,453.75		008230		3,215.00
			*** VENDOR TOTALS ***			1 CHECKS		3,215.00
010348	MAXWELL LEE JOHNSON							
I-10/11/23 BOOTS	10/2023 BOOT REIMBURSEMENT	E	11/08/2023	137.75		008273		137.75
			*** VENDOR TOTALS ***			1 CHECKS		137.75
008092	JASON KAISER							
I-10/12/2023	BACKFLOW TEST RNWL RMBRSMNT	R	11/06/2023	82.00		245709		82.00
			*** VENDOR TOTALS ***			1 CHECKS		82.00
000292	KARL CHEVROLET INC							
I-RO 959336	REPAIR FOR VEHICLE #95	R	11/06/2023	3,462.80		245710		3,462.80
			*** VENDOR TOTALS ***			1 CHECKS		3,462.80
000065	RENEWABLE ENERGY GROUP INC							
I-574376 A	10/2/23 DIESEL DYED/87E10	E	11/08/2023	6,386.30		008174		
I-574376 B	10/2/23 DIESEL DYED/87E10	E	11/08/2023	17,654.60		008174		
I-574511	10/10/23 DIESEL DYED/87E10	E	11/08/2023	22,371.70		008174		
I-574673	10/19/23 DIESEL DYED/87E10	E	11/08/2023	25,413.53		008174		71,826.13
			*** VENDOR TOTALS ***			1 CHECKS		71,826.13
004783	KELTEK INCORPORATED							
I-9085REISSUED	UNIT #72 INSTALLS PD -REISSUED	E	11/08/2023	16,353.01		008214		16,353.01
			*** VENDOR TOTALS ***			1 CHECKS		16,353.01

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009201	KIESLER POLICE SUPPLY INC							
I-IN225151	FEDERAL 12 GA SLUGS	E	11/08/2023	1,516.64		008238		1,516.64
			*** VENDOR TOTALS ***			1 CHECKS		1,516.64
010741	KIMBERLEY DEVELOPMENT							
I-RES#2022-387	WTR MN/SDWLK-KIMBERLEY EST P2	R	11/06/2023	8,601.50		245711		8,601.50
			*** VENDOR TOTALS ***			1 CHECKS		8,601.50
011839	KIMCO USA, INC							
I-9965	ROLLERS - PW	R	11/06/2023	3,406.59		245712		3,406.59
			*** VENDOR TOTALS ***			1 CHECKS		3,406.59
008587	KINZLER CONSTRUCTION SERVICES							
I-2319341.0001	DOOR REPAIRS - PW	R	11/06/2023	201.50		245713		201.50
			*** VENDOR TOTALS ***			1 CHECKS		201.50
011954	PATRICIA KLEIN							
I-AFD31711	PATIENT REFUND - FD	R	11/06/2023	92.09		245714		92.09
			*** VENDOR TOTALS ***			1 CHECKS		92.09
007601	BRET R LAPPIN							
I-10/01/23-10/06/23	10/1-10/6/23 MEALS	E	11/08/2023	63.62		008261		63.62
			*** VENDOR TOTALS ***			1 CHECKS		63.62
011958	LARRY ANGEL ANDERSON							
I-12/02/2023 AGRMNT	MAYOR TREE LIGHTING	R	11/06/2023	500.00		245715		500.00
			*** VENDOR TOTALS ***			1 CHECKS		500.00
002368	LAWSON PRODUCTS INC							
I-9310970139	SHOP PARTS - CG	E	11/08/2023	500.02		008203		500.02
			*** VENDOR TOTALS ***			1 CHECKS		500.02
008613	KRISTINA LINDELL							
I-10/09/23-10/10/23	10/09-10/10/23 MEALS	E	11/08/2023	37.64		008264		37.64
			*** VENDOR TOTALS ***			1 CHECKS		37.64
011948	JAMIE GALE							
I-10/17/2023	10/17/23 LITTLE OM BIG OM YOGA	E	11/08/2023	85.00		008284		85.00
			*** VENDOR TOTALS ***			1 CHECKS		85.00
004810	LOGAN CONTRACTORS SUPPLY							
I-D33572	REBAR/TROWEL -PKS	E	11/08/2023	506.68		008215		506.68
			*** VENDOR TOTALS ***			1 CHECKS		506.68

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000285	LUBE-TECH & PARTNERS LLC							
I-3330133	SHOP SUPPLIES - CG	E	11/08/2023	136.45		008181		136.45
			*** VENDOR TOTALS ***			1 CHECKS		136.45
000470	LUMEN							
I-660603248	10/12/2023 STATEMENT	E	11/08/2023	690.21		008185		690.21
			*** VENDOR TOTALS ***			1 CHECKS		690.21
009304	ELIZABETH LYONS							
I-10/15/2023 CLASS	10/15/2023 PAINT POUR CLASS	R	11/06/2023	407.00		245716		407.00
			*** VENDOR TOTALS ***			1 CHECKS		407.00
009473	MACQUEEN EQUIPMENT, LLC							
I-P21364	DUMP TRUCK PARTS	R	11/06/2023	489.61		245717		489.61
			*** VENDOR TOTALS ***			1 CHECKS		489.61
002207	MANATTS INC							
I-5115323	10/2/23 SUD 20ASH 3AGG	E	11/08/2023	1,350.00		008201		
I-5115787	10/4/23 SUD 20ASH 3AGG	E	11/08/2023	870.00		008201		
I-5116808	10/11/23 SUD 20ASH 3AGG	E	11/08/2023	855.00		008201		
I-5117016	10/12/23 SUD 20ASH 3AGG	E	11/08/2023	1,650.00		008201		
I-5118344	10/24/23 SUD 20ASH 3AGG	E	11/08/2023	838.50		008201		
I-5118454	10/25/23 SUD 20ASH 3AGG	E	11/08/2023	1,323.00		008201		6,886.50
			*** VENDOR TOTALS ***			1 CHECKS		6,886.50
001799	MARTIN MARIETTA AGGREGATE							
I-40445293	9/20/23 CLASS A	R	11/06/2023	752.41		245718		752.41
			*** VENDOR TOTALS ***			1 CHECKS		752.41
009346	MARY'S CLEANING CARE INC							
I-33116	10/2023 CLEANINGS-LAKESIDE	R	11/06/2023	750.00		245719		
I-33117	10/2023 CLEANINGS-OEC	R	11/06/2023	190.00		245719		
I-33149	10/2023 CLEANINGS - CH	R	11/06/2023	829.00		245719		
I-33150	OCTOBER CLEANINGS - FS#1	R	11/06/2023	383.00		245719		
I-33151	10/2023 CLEANINGS- KL	R	11/06/2023	7,845.00		245719		
I-33152	OCTOBER CLEANINGS - PSB	R	11/06/2023	1,190.00		245719		
I-33153	OCTOBER CLEANINGS - PD	R	11/06/2023	2,889.00		245719		
I-33154	10/2023 CLEANING - ACC	R	11/06/2023	1,645.00		245719		
I-33155	OCTOBER CLEANINGS - PW	R	11/06/2023	175.00		245719		
I-33196	JANITORIAL SUPPLIES - CH	R	11/06/2023	187.00		245719		
I-33197	JANITORIAL SUPPLIES - FS#1	R	11/06/2023	37.00		245719		
I-33199	JANITORIAL SUPPLIES - KL	R	11/06/2023	682.00		245719		
I-33200	JANITORIAL SUPPLIES - PSB	R	11/06/2023	112.00		245719		
I-33201	JANITORIAL SUPPLIES - ACC	R	11/06/2023	334.00		245719		17,248.00
			*** VENDOR TOTALS ***			1 CHECKS		17,248.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002183	MCCLURE ENGINEERING CO							
I-2022000919-000#14	PAY 14-STATE ST RECON/SB LANES	R	11/06/2023	4,806.30		245720		4,806.30
			*** VENDOR TOTALS ***			1 CHECKS		4,806.30
010116	JOSIAH MCGILL							
I-09/2023 BOOTS	09/2023 BOOT REIMBURSEMENT	E	11/08/2023	106.95		008271		106.95
			*** VENDOR TOTALS ***			1 CHECKS		106.95
008663	TREVOR MCGRAW							
I-09/20/2023 TRAVEL	09/20/23 FUEL / MEAL	E	11/08/2023	82.79		008266		82.79
			*** VENDOR TOTALS ***			1 CHECKS		82.79
001671	MCC IOWA LLC							
I-11/01/23-11/30/23	11/01/23-11/30/23 DEDICATE INT	R	11/06/2023	500.00		245721		500.00
			*** VENDOR TOTALS ***			1 CHECKS		500.00
004747	MENARDS							
I-86593	LUMBER/FILM/HOOKS - FD	R	11/06/2023	34.82		245722		
I-87430	HANGER/HOSE/NZZL - FD	R	11/06/2023	97.36		245722		
I-92471	DUCT TAPE/WIPER BLADES-FD	R	11/06/2023	86.23		245722		
I-92585	EQUIPMENT SUPPLIES - MU	R	11/06/2023	15.05		245722		
I-92606	CHAIN - MU	R	11/06/2023	20.99		245722		
I-92615	SAND - FD	R	11/06/2023	6.50		245722		
I-92778	UNIT #102 CAULK/BATTERY	R	11/06/2023	11.78		245722		
I-92928 10/2/23	MISC SUPPLIES - MU	R	11/06/2023	327.72		245722		
I-92929 10/02/23	FLAG/PAINT/CLEANER - PKS	R	11/06/2023	43.82		245722		
I-92934	OSB - PW	R	11/06/2023	193.80		245722		
I-92936	TURTLE BAIT - PKS	R	11/06/2023	11.98		245722		
I-93049	MISC SUPPLIES - MU	R	11/06/2023	55.81		245722		
I-93084	BREAK ROOM SUPPLIES - MU	R	11/06/2023	194.31		245722		
I-93129	ROPE/UTIL KNF - FD	R	11/06/2023	11.95		245722		
I-93139	CONCRETE MORTAR - MU	R	11/06/2023	16.29		245722		
I-93150	FAN - PD	R	11/06/2023	79.98		245722		
I-93159	HEMS FOR SERT ROOM - PD	R	11/06/2023	190.03		245722		
I-93271	LUMBER/OSB - FD	R	11/06/2023	122.52		245722		
I-93282	STRIP/BLADES - PD	R	11/06/2023	11.26		245722		
I-93307	STREET SUPPLIES - PW	R	11/06/2023	25.50		245722		
I-93318	REBAR STAKE - FD	R	11/06/2023	22.40		245722		
I-93320	LAMPS/CPLNG/CLAMP TOOL -OCM	R	11/06/2023	31.93		245722		
I-93335	EQUIPMENT SUPPLIES - FD	R	11/06/2023	133.76		245722		
I-93358	EQUIPMENT SUPPLIES - FD	R	11/06/2023	31.80		245722		
I-93364	EQUIPMENT SUPPLIES - FD	R	11/06/2023	8.28		245722		
I-93374	STREET SUPPLIES - PW	R	11/06/2023	29.37		245722		
I-93381	SCREW EYE /LAGSHLD -PKS	R	11/06/2023	7.54		245722		
I-93425	SCREWS/CEMENT BOARD - FD	R	11/06/2023	52.73		245722		
I-93435	FLUIDS/CONCRETE MORTAR - MU	R	11/06/2023	119.92		245722		
I-93452	CLAMPS/IMPACT SQUARES-KL	R	11/06/2023	52.72		245722		
I-93461	WD-40 - PD	R	11/06/2023	4.99		245722		

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-93478	BATTERIES/BOLT SNAP -PRSC	R	11/06/2023	18.90		245722		
I-93483	MISC SUPPLIES/TOOLS - MU	R	11/06/2023	314.23		245722		
I-93657	MISC MAINT SUPPLIES - MU	R	11/06/2023	102.69		245722		
I-93674	TOWELS/LIGHT SWITCH - MU	R	11/06/2023	14.78		245722		
I-93717	PVC PIPE/ELBOW/UTLTY/CAP-ACC	R	11/06/2023	50.33		245722		
I-93801	BUILDING SUPPLIES - FD	R	11/06/2023	29.55		245722		
I-93844	SHOP SUPPLIES - PKS	R	11/06/2023	32.99		245722		2,616.61
*** VENDOR TOTALS ***						1 CHECKS		2,616.61
006017	MERCY COLLEGE OF HEALTH SCIENC							
I-0230886	PARAMEDIC TUITION-LS	R	11/06/2023	4,520.00		245724		4,520.00
*** VENDOR TOTALS ***						1 CHECKS		4,520.00
001931	METRO WASTE AUTHORITY							
I-32079002	10/2023 YARD WASTE	E	11/08/2023	193.80		008198		
I-32079142	10/2023 YARD WASTE	E	11/08/2023	157.80		008198		
I-32082576	10/2023 COMMERCIAL	E	11/08/2023	266.00		008198		
I-32082581	10/2023 COMMERCIAL	E	11/08/2023	335.16		008198		
I-32082672	10/2023 COMMERCIAL	E	11/08/2023	316.16		008198		
I-32082696	10/2023 COMMERCIAL	E	11/08/2023	413.44		008198		
I-32082762	10/2023 COMMERCIAL	E	11/08/2023	300.58		008198		
I-32082812	10/2023 COMMERCIAL	E	11/08/2023	455.24		008198		
I-32082930	10/2023 COMMERCIAL	E	11/08/2023	286.14		008198		
I-32082950	10/2023 COMMERCIAL	E	11/08/2023	396.34		008198		
I-70025481	10/2023 MONTHLY CURB-IT FEE	E	11/08/2023	105,700.28		008198		108,820.94
*** VENDOR TOTALS ***						1 CHECKS		108,820.94
000271	MIDAMERICAN ENERGY COMPANY							
I-544739158	10/02/23 STATEMENT	E	11/08/2023	5.59		008180		
I-544926414	10/05/23 STATEMENT	E	11/08/2023	18.61		008180		
I-544932451	10/05/23 STATEMENT	E	11/08/2023	17.17		008180		
I-FY24 #5 1695158009	10/11/2023 STATEMENT	E	11/08/2023	111,690.49		008180		111,731.86
*** VENDOR TOTALS ***						1 CHECKS		111,731.86
008616	MIDAMERICAN ENERGY COMPANY							
I-WMIS#2975447 A	STREETLIGHT INSTALL	R	11/06/2023	160,000.00		245725		
I-WMIS#2975447 B	STREETLIGHT INSTALL	R	11/06/2023	21,569.34		245725		181,569.34
*** VENDOR TOTALS ***						1 CHECKS		181,569.34
011606	MIDWEST CRITICAL POWER LLC							
I-1590	GEN REPAIRS - FS#3	R	11/06/2023	3,117.55		245726		
I-1681	GENERATOR REPAIRS - FS#3	R	11/06/2023	514.63		245726		3,632.18
*** VENDOR TOTALS ***						1 CHECKS		3,632.18

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000945	MIDWEST WHEEL COMPANIES							
C-341576-00	CR: UNIT #120 PARTS	R	11/06/2023	173.00CR		245727		
I-3034209-01	GREASE - CG	R	11/06/2023	93.67		245727		
I-3410982-00	UNIT #120 PARTS	R	11/06/2023	313.95		245727		234.62
	*** VENDOR TOTALS ***					1 CHECKS		234.62
1	TREASURER STATE OF I							
I-0002023110200525	US REFUND	R	10/24/2023	3,633.09		245571		3,633.09
1	ASHOYEL, ABUK							
I-000202311010566	US REFUND	R	11/06/2023	72.23		245576		72.23
1	BAILEY, SEVREN							
I-000202311010551	US REFUND	R	11/06/2023	98.67		245577		98.67
1	BERGMAN, KATHARINE							
I-000202311010545	US REFUND	R	11/06/2023	94.76		245578		94.76
1	BUFFINGTON, EMMA-LEE							
I-000202311010568	US REFUND	R	11/06/2023	44.68		245579		44.68
1	CHERNIK, JUSTIN							
I-000202311010543	US REFUND	R	11/06/2023	48.66		245580		48.66
1	CHRISTIAN, CARLA							
I-000202311010529	US REFUND	R	11/06/2023	56.59		245581		56.59
1	CORPSTEIN, ARIANN							
I-000202311010553	US REFUND	R	11/06/2023	99.46		245582		99.46
1	DALE, RICHARD							
I-000202311010537	US REFUND	R	11/06/2023	53.20		245583		53.20
1	DANIELS, CHASE							
I-000202311010538	US REFUND	R	11/06/2023	60.55		245584		60.55
1	EARLES, DERECK							
I-000202311010540	US REFUND	R	11/06/2023	41.32		245585		41.32
1	EMERY, MARVIN							
I-000202311010558	US REFUND	R	11/06/2023	20.88		245586		20.88
1	FOTH, MOLLIE							
I-000202311010552	US REFUND	R	11/06/2023	100.00		245587		100.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	GBALA, DEBRA							
I-000202311010550	US REFUND	R	11/06/2023	7.79		245588		7.79
1	GORDER, GANON							
I-000202311010557	US REFUND	R	11/06/2023	59.22		245589		59.22
1	GOULDING, CHARLES							
I-000202311010559	US REFUND	R	11/06/2023	94.72		245590		94.72
1	HAMILTON, JOHN A							
I-000202311010564	US REFUND	R	11/06/2023	100.00		245591		100.00
1	HAYES, PALMER							
I-000202311010534	US REFUND	R	11/06/2023	43.19		245592		43.19
1	HERNANDEZ, ESPERANSA							
I-000202311010570	US REFUND	R	11/06/2023	50.50		245593		50.50
1	HOUSE, KYLE							
I-000202311010539	US REFUND	R	11/06/2023	48.01		245594		48.01
1	HUMPHREY, JOHN							
I-000202311010548	US REFUND	R	11/06/2023	7.69		245595		7.69
1	IOWA SPORTS ACADEMY							
I-000202311010574	US REFUND	R	11/06/2023	100.00		245596		100.00
1	IRONCREST DESIGN AND							
I-000202311010555	US REFUND	R	11/06/2023	100.00		245597		100.00
1	JACKSON, CRYSTAL							
I-000202311010556	US REFUND	R	11/06/2023	24.71		245598		24.71
1	KEMP, JOSEPH							
I-000202311010531	US REFUND	R	11/06/2023	60.55		245599		60.55
1	KILLPACK, TRACY							
I-000202311010527	US REFUND	R	11/06/2023	69.88		245600		69.88
1	KINNA, SEAN							
I-000202311010549	US REFUND	R	11/06/2023	59.31		245601		59.31
1	KRAMME, JUSTIN							
I-000202311010554	US REFUND	R	11/06/2023	35.62		245602		35.62

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	1							
I-000202311010542	MUHLNBRUCK, REBECCA US REFUND	R	11/06/2023	97.72		245603		97.72
1	1							
I-000202311010573	NELSON, PATRICIA J US REFUND	R	11/06/2023	17.60		245604		17.60
1	1							
I-000202311010561	NEWLAND, JACKSON US REFUND	R	11/06/2023	96.04		245605		96.04
1	1							
I-000202311010544	PALACIOZ, TASHA US REFUND	R	11/06/2023	46.62		245606		46.62
1	1							
I-000202311010533	PEASE, TANNER US REFUND	R	11/06/2023	47.33		245607		47.33
1	1							
I-000202311010567	PETERS, TAYLOR US REFUND	R	11/06/2023	43.36		245608		43.36
1	1							
I-000202311010532	PLEW, DONALD & TINA US REFUND	R	11/06/2023	59.68		245609		59.68
1	1							
I-000202311010528	PRITCHARD, NIKLAS US REFUND	R	11/06/2023	45.19		245610		45.19
1	1							
I-000202311010571	RAMIREZ, JOSE US REFUND	R	11/06/2023	98.67		245611		98.67
1	1							
I-000202311010547	RUDGE, SUZANNE US REFUND	R	11/06/2023	36.75		245612		36.75
1	1							
I-000202311010565	SANDBERG, GABRIELLE US REFUND	R	11/06/2023	98.67		245613		98.67
1	1							
I-000202311010535	SLAGLE, DEAN US REFUND	R	11/06/2023	60.55		245614		60.55
1	1							
I-000202311010536	SPAULDING, MICHAEL US REFUND	R	11/06/2023	51.29		245615		51.29
1	1							
I-000202311010563	STERN, ELLIOTT US REFUND	R	11/06/2023	98.51		245616		98.51
1	1							
I-000202311010572	TORKELSON, JACOB US REFUND	R	11/06/2023	42.04		245617		42.04

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	VAN BAALE, BRIAN							
I-000202311010541	US REFUND	R	11/06/2023	61.23		245618		61.23
1	WAPLES, BENJAMIN							
I-000202311010569	US REFUND	R	11/06/2023	44.68		245619		44.68
1	WENTHOLD, AARON							
I-000202311010560	US REFUND	R	11/06/2023	53.94		245620		53.94
1	WHITE, RYAN							
I-000202311010546	US REFUND	R	11/06/2023	56.88		245621		56.88
1	WOLF, MICHELLE							
I-000202311010530	US REFUND	R	11/06/2023	100.00		245622		100.00
1	ZOLLINGER, NOAH							
I-000202311010562	US REFUND	R	11/06/2023	99.96		245623		99.96
			*** VENDOR TOTALS ***			49 CHECKS		6,641.99
007976	MISSION COMMUNICATIONS LLC							
I-1080725	MANHOLE MONITOR SERVICE - MU	R	11/06/2023	239.40		245728		
I-1081149	MANHOLE MONITOR SERVICE - MU	R	11/06/2023	633.70		245728		873.10
			*** VENDOR TOTALS ***			1 CHECKS		873.10
008132	JONATHAN R MAY							
I-2023-10/31-KIRKE-1	10/31/23 MAGIC SHOW	E	11/08/2023	175.00		008262		175.00
			*** VENDOR TOTALS ***			1 CHECKS		175.00
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085057.0-2 #8	PAY 8-UPTOWN PARKING IMPVMNTS	R	11/06/2023	3,503.00		245729		3,503.00
			*** VENDOR TOTALS ***			1 CHECKS		3,503.00
006756	MTI DISTRIBUTING INC							
I-1407949-00	ORING/SEAL - UNIT #877 OCM	R	11/06/2023	38.63		245730		
I-1407949-01	ORING - OCM	R	11/06/2023	18.13		245730		56.76
			*** VENDOR TOTALS ***			1 CHECKS		56.76
006750	MUNICIPAL PIPE TOOL							
I-34005	REPAIR UNIT #741	R	11/06/2023	4,113.49		245731		4,113.49
			*** VENDOR TOTALS ***			1 CHECKS		4,113.49
000350	MUNICIPAL SUPPLY INC							
C-0885911-CM	CR: DISTRIBUTION PARTS - MU	R	11/06/2023	469.00CR		245732		
C-0887641-IN	CR: METERS - MU	R	11/06/2023	822.00CR		245732		
I-0885493-IN	METERS - MU	R	11/06/2023	14,852.00		245732		
I-0886902-IN A	METERS - MU	R	11/06/2023	2,821.68		245732		
I-0886902-IN B	METERS - MU	R	11/06/2023	1,948.32		245732		
I-0887286-IN	DISTRIBUTION PARTS - MU	R	11/06/2023	264.70		245732		

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-0887406-IN	HYDRANT METER - MU	R	11/06/2023	10,002.52		245732		
I-0887642-IN	METERS - MU	R	11/06/2023	421.40		245732		
I-0889240-IN	METERS - MU	R	11/06/2023	18,210.80		245732		47,230.42
			*** VENDOR TOTALS ***			1 CHECKS		47,230.42
000278	POWERPLAN							
I-2119433	#240 REPAIRS	R	11/06/2023	909.64		245733		909.64
			*** VENDOR TOTALS ***			1 CHECKS		909.64
006325	N B GOLF LLC							
I-10/02/2023	RENTAL CARTS-OC	R	11/06/2023	2,177.42		245734		2,177.42
			*** VENDOR TOTALS ***			1 CHECKS		2,177.42
003057	NAPA AUTO PARTS							
C-2986-723610	CR: STOCK PARTS - CG	R	11/06/2023	92.01CR		245735		
I-2986-723030	UNIT #242 PARTS	R	11/06/2023	30.12		245735		
I-2986-723067	VEHICLE PARTS - FD	R	11/06/2023	37.36		245735		
I-2986-723474	UNIT #120 PARTS	R	11/06/2023	155.30		245735		
I-2986-723500	PREMIUM CAPSULES - FD	R	11/06/2023	27.18		245735		
I-2986-723530	OIL/FUEL FILTERS - CG	R	11/06/2023	99.99		245735		
I-2986-723602	UNIT #88 PARTS	R	11/06/2023	40.69		245735		
I-2986-723605	UNIT #923 PARTS	R	11/06/2023	15.60		245735		
I-2986-724112	OIL - MU	R	11/06/2023	62.94		245735		
I-2986-724130	OIL - MU	R	11/06/2023	251.76		245735		
I-2986-724350	OIL FLTR/AIR FLTR/CLNR - CG	R	11/06/2023	307.36		245735		
I-2986-724518	UNIT #922 PARTS	R	11/06/2023	39.99		245735		
I-2986-724614	SILICONE LUBE - PRSC	R	11/06/2023	13.98		245735		
I-2986-724630	AIR FILTER - CG	R	11/06/2023	77.20		245735		
I-2986-724710	SOCKET - CG	R	11/06/2023	4.29		245735		
I-2986-724922	UNIT #120 PARTS	R	11/06/2023	155.30		245735		
I-2986-725004	CORE DEPOSIT/WRNTY - PKS	R	11/06/2023	145.72		245735		
I-2986-725020	UNIT #88 PARTS	R	11/06/2023	427.31		245735		
I-2986-725035	UNIT #121 PARTS	R	11/06/2023	44.98		245735		
I-2986-725081	DRY OIL - FD	R	11/06/2023	289.80		245735		
I-2986-725141	TUBING - CG	R	11/06/2023	153.99		245735		2,288.85
			*** VENDOR TOTALS ***			1 CHECKS		2,288.85
011949	GROWMARK, INC.							
I-34016327	10/04/23 ULS DIESEL - FS#3	R	11/06/2023	935.26		245736		
I-34016383	10/6/23 87 UNLD	R	11/06/2023	1,483.97		245736		
I-34016469	10/10/23 87 UNLD GAS BLND-PRSC	R	11/06/2023	695.44		245736		
I-41002084	10/23/23 DIESEL	R	11/06/2023	805.74		245736		3,920.41
			*** VENDOR TOTALS ***			1 CHECKS		3,920.41

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010009	NORLEM TECHNOLOGY CONSULTING I							
I-26370	PALO ALTO FIREWALL REPLAC	E	11/08/2023	1,796.49		008246		1,796.49
	*** VENDOR TOTALS ***					1 CHECKS		1,796.49
009284	JERRY'S TRANSMISSION SERVICE I							
I-0041971	UNIT #117 PARTS	E	11/08/2023	659.92		008241		659.92
	*** VENDOR TOTALS ***					1 CHECKS		659.92
003727	ODP BUSINESS SOLUTIONS, LLC							
C-275877225001	CR: DISINFECTING WIPES-KL	R	11/06/2023	161.58CR		245737		
I-328470182001	OFFICE SUPPLIES - CH	R	11/06/2023	48.73		245737		
I-330058122001	MISC SUPPLIES - CH	R	11/06/2023	5.99		245737		
I-332307597001	PAPER/BREAK ROOM SUPPLIES-CH	R	11/06/2023	80.73		245737		
I-332611701001	OFFICE SUPPLIES - PSB	R	11/06/2023	11.43		245737		
I-335023526001	MISC OFFICE SUPPLIES - CH	R	11/06/2023	97.78		245737		
I-336493840001	KLEENEX/PAPER/TAPE-KL	R	11/06/2023	226.51		245737		
I-337289699001	POSTITS/SANITIZER/BRSTL-KL	R	11/06/2023	124.02		245737		
I-337393582001	OFFICE SUPPLIES - PSB	R	11/06/2023	172.18		245737		605.79
	*** VENDOR TOTALS ***					1 CHECKS		605.79
010076	OLSSON, INC							
I-472891	FO INVENTORY #3	R	11/06/2023	3,000.00		245738		
I-474557 #2	PAY 2-FIBER OPTIC NETWORK	R	11/06/2023	46,421.62		245738		49,421.62
	*** VENDOR TOTALS ***					1 CHECKS		49,421.62
010122	LG PLAYGROUNDS LLC							
I-3588	PLAYGROUND PARTS	R	11/06/2023	1,161.60		245739		1,161.60
	*** VENDOR TOTALS ***					1 CHECKS		1,161.60
007878	OVERDRIVE INC							
I-06497Co23369908	MULTIMEDIA -KL	E	11/08/2023	627.46		008231		
I-06497Co23371045	MULTIMEDIA - KL	E	11/08/2023	360.76		008231		
I-06497Co23379440	MULTIMEDIA - KL	E	11/08/2023	970.13		008231		
I-06497DA23381355	MULTIMEDIA -KL	E	11/08/2023	82.50		008231		2,040.85
	*** VENDOR TOTALS ***					1 CHECKS		2,040.85
010089	D H PACE COMPANY INC							
I-SVC/271-85903	SERVICE CALL-PD	R	11/06/2023	197.50		245740		
I-SVC/271-85927	LUBRICATE DOOR #5- PKS	R	11/06/2023	225.50		245740		423.00
	*** VENDOR TOTALS ***					1 CHECKS		423.00
003105	P & M APPAREL							
I-55050	UNIFORMS - FD	E	11/08/2023	120.00		008208		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009264	PEER SUPPORT FOUNDATION							
I-2022005036	2023 1ST RESPOND CONF-T. CORY	R	11/06/2023	125.00		245741		125.00
	*** VENDOR TOTALS ***					1 CHECKS		125.00
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-98437952	BEVERAGES FOR RESALE - OC	E	11/08/2023	208.25		008206		208.25
	*** VENDOR TOTALS ***					1 CHECKS		208.25
009158	PERFORMANCE FOODSERVICE - THOM							
C-7415172	CR: FOOD FOR RESALE-OCM	R	11/06/2023	26.61CR		245742		
I-7411326	FOOD FOR RESALE - OC/ACC	R	11/06/2023	803.17		245742		776.56
	*** VENDOR TOTALS ***					1 CHECKS		776.56
011966	REBECCA PETIT							
I-AFD32802	PATIENT REFUND - FD	R	11/06/2023	1,072.40		245743		1,072.40
	*** VENDOR TOTALS ***					1 CHECKS		1,072.40
000384	PITNEY BOWES INC							
I-1024037300	7/31/23-10/30/23 RENTAL - PD	E	11/08/2023	105.00		008183		105.00
	*** VENDOR TOTALS ***					1 CHECKS		105.00
009011	THE PITNEY BOWES RESERVE ACCOU							
I-10/2023 POSTAGE-CH	RES ACCT 20829776 - CH	E	11/08/2023	3,000.00		008237		
I-11/2023 POSTAGE-KL	POSTAGE METER REFILL -KL	E	11/08/2023	500.00		008237		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-167344	10/21/2023 PIZZA SOCCER	R	11/06/2023	22.50		245744		22.50
	*** VENDOR TOTALS ***					1 CHECKS		22.50
009386	POMP'S TIRE SERVICE, INC							
I-1400123620	#255 REAR TIRES	E	11/08/2023	1,644.73		008242		
I-1400123655	UNIT #934 PARTS	E	11/08/2023	959.80		008242		
I-1400123874	UNIT #104 TIRES	E	11/08/2023	481.44		008242		
I-1400123935	#114 REAR TIRES	E	11/08/2023	1,188.00		008242		
I-1400125281	UNIT #715 TIRES	E	11/08/2023	577.76		008242		
I-1400125315	UNIT #116 TIRES	E	11/08/2023	928.92		008242		5,780.65
	*** VENDOR TOTALS ***					1 CHECKS		5,780.65
002713	PROTEX CENTRAL INC							
I-146114	FIRE EXTINGUISHER INSPCTN-KL	R	11/06/2023	56.00		245745		
I-146115	FIRE EXT INSPECTIONS-CH	R	11/06/2023	28.00		245745		
I-146116	FE INSPECTIONS - PSB	R	11/06/2023	42.00		245745		126.00
	*** VENDOR TOTALS ***					1 CHECKS		126.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000344	QUICK SUPPLY CO							
I-QSC173966	FUTERRA - MU	E	11/08/2023	476.20		008182		
I-QSC174474	ABORTIE -PKS	E	11/08/2023	133.20		008182		609.40
	*** VENDOR TOTALS ***					1 CHECKS		609.40
005557	RACOM CORPORATION							
I-RI-230463	P25/BEON ACCESS - FD	E	11/08/2023	2,015.25		008222		
I-RI-230469	P25 ACCESS - PD	E	11/08/2023	2,612.73		008222		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98
000587	RED WING SHOE STORE							
I-462-1-61897	SAFETY BOOTS - D. GAULKE	E	11/08/2023	140.00		008189		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
011747	ALEC RETTENMEIER							
I-08/2023 RMBRSMNT	08/2023 BOOKS/UNIFORMS/LICENSE	E	11/08/2023	901.31		008282		901.31
	*** VENDOR TOTALS ***					1 CHECKS		901.31
001985	RIDD X PEST CONTROL							
I-65002	PEST CONTROL SVCS - CH	E	11/08/2023	119.00		008199		119.00
	*** VENDOR TOTALS ***					1 CHECKS		119.00
003999	RINGCENTRAL INC							
I-CD_000682889	10/26/23-11/25/23 STATEMENT	E	11/08/2023	5,825.46		008211		5,825.46
	*** VENDOR TOTALS ***					1 CHECKS		5,825.46
011464	RJN GROUP, INC.							
I-399204	MANHOLE INSPECTIONS	E	11/08/2023	89.50		008252		89.50
	*** VENDOR TOTALS ***					1 CHECKS		89.50
006366	ROTELLA'S ITALIAN BAKERY INC							
I-Z42033	FOOD FOR RESALE - OC	E	11/08/2023	54.84		008227		
I-Z43828	FOOD FOR RESALE-OC	E	11/08/2023	49.06		008227		
I-Z46552	FOOD FOR RESALE - OC	E	11/08/2023	65.58		008227		169.48
	*** VENDOR TOTALS ***					1 CHECKS		169.48
011492	JEREMY RYDL							
I-10/2023 BOOTS	10/2023 BOOT REIMBURSEMENT	E	11/08/2023	93.70		008277		93.70
	*** VENDOR TOTALS ***					1 CHECKS		93.70
004079	STRAWBERRY PATCH							
I-94132	ADULT LEAGUE FALL WINNERS-P&R	R	11/06/2023	483.50		245746		
I-94137	BLUE/GRAY SHIRTS-P&R	R	11/06/2023	4,890.00		245746		5,373.50
	*** VENDOR TOTALS ***					1 CHECKS		5,373.50

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009564	SAGE HOMES, INC							
I-10/25/23 RES21/18	SDWK-GROVE LNDG/TRSTL RDG EST	R	11/06/2023	4,231.50		245747		4,231.50
			*** VENDOR TOTALS ***			1 CHECKS		4,231.50
005570	SANDRY FIRE SUPPLY LLC							
I-INV-030584	TNT REPAIR - FD	E	11/08/2023	135.00		008223		
I-INV-030679	FIRE HOSE - FD	E	11/08/2023	9,420.00		008223		
I-INV-030779	STRUCTURAL BOOT - FD	E	11/08/2023	554.05		008223		10,109.05
			*** VENDOR TOTALS ***			1 CHECKS		10,109.05
011511	CORY SCHATTSCHEIDER							
I-10/7/2023	SAFETY BOOT REIMBURSEMENT	E	11/08/2023	135.68		008278		135.68
			*** VENDOR TOTALS ***			1 CHECKS		135.68
010375	MICHAEL SCHROCK							
I-06/23-09/23FITNESS	06/23-09/23 FITNESS REIMBRSMNT	E	11/08/2023	82.68		008274		82.68
			*** VENDOR TOTALS ***			1 CHECKS		82.68
006963	DAVID SCHUMACHER							
I-10/2023 MEALS/MILG	10/2023 MEALS/MILEAGE	E	11/08/2023	145.93		008260		145.93
			*** VENDOR TOTALS ***			1 CHECKS		145.93
002217	SENECA COMPANIES							
I-S-INV000621	FUEL STATION SERVICES	E	11/08/2023	616.28		008202		
I-S-INV000913	FUEL TRAILER PARTS - PARKS	E	11/08/2023	55.81		008202		672.09
			*** VENDOR TOTALS ***			1 CHECKS		672.09
000835	SF MOBILE-VISION INC							
I-54263	SERVER MAINTENANCE - PD	E	11/08/2023	3,995.00		008193		3,995.00
			*** VENDOR TOTALS ***			1 CHECKS		3,995.00
009468	MAX SHELTON							
I-06/19/2023 MEAL	6/19/23 MEAL REIMBURSEMENTS	E	11/08/2023	17.56		008269		17.56
			*** VENDOR TOTALS ***			1 CHECKS		17.56
008471	SHIVE-HATTERY INC							
I-2142205300-4	PAY 4 CIT SIGN DESIGN	E	11/08/2023	4,500.00		008232		
I-4185992-35 #34	PAY 34 ANKENY SR COMMUNITY CTR	E	11/08/2023	881.00		008232		5,381.00
			*** VENDOR TOTALS ***			1 CHECKS		5,381.00
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-454413 #15	PAY 15-ANK BLVD TRNSMSN MN	E	11/08/2023	30,627.26		008250		30,627.26
			*** VENDOR TOTALS ***			1 CHECKS		30,627.26

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #44	PAY 44-SE CROSSWINDS DR RISE	E	11/08/2023	2,639.25		008195		
I-119.0975.01B #18	PAY 18-NTHLWN UTLTY IMP PH2	E	11/08/2023	1,579.55		008195		
I-119.0975.01C #5	PAY 5-NW NTHLWN UTLTY IMP P3	E	11/08/2023	8,366.20		008195		
I-120.1113.01 #32	PAY 32-HTT TRNSMSN MN/DRNG IMP	E	11/08/2023	13,307.82		008195		
I-121.0695.01 #27	PAY 27-DEL AVE RECON/5TH/18TH	E	11/08/2023	61,524.42		008195		
I-123.0135.01 #7	PAY 7-ORLBR RD/CRKVW TRFC SGNL	E	11/08/2023	11,282.09		008195		
I-123.0251.01 #6	PAY 6-DEL AVE/SE 54TH SIGNAL	E	11/08/2023	6,292.28		008195		
I-123.0584.01 #1	PAY 1-N ANK BLVD IMP 1ST/11TH	E	11/08/2023	76,679.45		008195		
I-123.0680.01 #6	PAY 6-ANK BLVD IMP PETRSON/1ST	E	11/08/2023	60,080.29		008195		241,751.35
	*** VENDOR TOTALS ***					1 CHECKS		241,751.35
010262	SPANISH COMMUNICATION SERVICES							
I-27208	INTERPRETER SVCS - PD	R	11/06/2023	150.00		245748		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3548301845	PAPER - PW	R	11/06/2023	88.74		245749		
I-3549396598	OFFICE SUPPLIES - PW	R	11/06/2023	16.10		245749		
I-3549471153	HDMI CABLE - PW	R	11/06/2023	16.29		245749		
I-3550031313	OFFICE SUPPLIES - PD	R	11/06/2023	41.18		245749		162.31
	*** VENDOR TOTALS ***					1 CHECKS		162.31
000474	STATE HYGIENIC LABORATORY AR							
I-264448	9/30/2023 TESTING	E	11/08/2023	2,826.50		008186		2,826.50
	*** VENDOR TOTALS ***					1 CHECKS		2,826.50
001335	STATE OF IOWA							
I-190125	IA078156 BOILER INSPECTION-OC	R	11/06/2023	40.00		245750		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
011942	LUCAS STEPHENSON							
I-08/2023 RMBRSMNT	08/2023 LICENSE/BOOKS RMBRSMNT	E	11/08/2023	680.52		008283		680.52
	*** VENDOR TOTALS ***					1 CHECKS		680.52
008350	STIVERS FORD							
I-699378/2	UNIT #79 REPAIRS	R	11/06/2023	104.59		245751		
I-699419/1	UNIT #94 REPAIRS	R	11/06/2023	130.00		245751		
I-703654/1	UNIT #96 REPAIRS	R	11/06/2023	684.73		245751		
I-RO 698014/1	#63 WATER IN FUEL REPAIRS - PD	R	11/06/2023	730.39		245751		1,649.71
	*** VENDOR TOTALS ***					1 CHECKS		1,649.71
005956	GARRON STRATTON							
I-10/10/23-10/12/23	10/10-10/12/23 MEALS/MILEAGE	E	11/08/2023	91.29		008259		91.29
	*** VENDOR TOTALS ***					1 CHECKS		91.29

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003339	STREICHER'S							
I-I1661800	BALLISTIC VESTS	R	11/06/2023	3,192.00		245752		3,192.00
			*** VENDOR TOTALS ***			1 CHECKS		3,192.00
011487	STRETCH LAWN CARE							
I-3091	10/14-10/20/23 SOUTH ZONE B	E	11/08/2023	6,245.10		008253		6,245.10
			*** VENDOR TOTALS ***			1 CHECKS		6,245.10
006324	SUN MOUNTAIN SPORTS							
C-865300	CR: MERCH FOR RESALE -OC	R	11/06/2023	67.12CR		245753		
I-1157105	MERCH FOR RESALE - OC	R	11/06/2023	425.00		245753		357.88
			*** VENDOR TOTALS ***			1 CHECKS		357.88
001814	SWANK MOTION PICTURES INC							
I-DB 3494525	DVD COCO - P&R	E	11/08/2023	450.00		008197		450.00
			*** VENDOR TOTALS ***			1 CHECKS		450.00
005089	SYNERGY CONTRACTING LLC							
I-22036	GREASE INTERCEPTOR PUMP	E	11/08/2023	1,050.00		008217		
I-PAY 11-HTT WTR TRN	PAY 11-HTT WTR TRNS MN/DRNG	E	11/08/2023	41,857.34		008217		42,907.34
			*** VENDOR TOTALS ***			1 CHECKS		42,907.34
011545	SSCW FIRE & SAFETY INC.							
I-22133	FIRE SYSTEM INSPECTION-ACC	E	11/08/2023	290.00		008254		290.00
			*** VENDOR TOTALS ***			1 CHECKS		290.00
000124	SYSCO IOWA INC							
C-339281606	CR: FOOD FOR RESALE OC	R	11/06/2023	53.30CR		245754		
C-339281608	CR: FOOD FOR RESALE -OC	R	11/06/2023	39.29CR		245754		
C-339293003	CR: FOOD FOR RESALE OC	R	11/06/2023	74.49CR		245754		
I-339219994	FOOD FOR RESALE -CFAC	R	11/06/2023	59.96		245754		
I-339268560	FOOD FOR RESALE - OC	R	11/06/2023	115.80		245754		
I-339271449	FOOD FOR RESALE-OC	R	11/06/2023	26.95		245754		
I-339279163	FOOD FOR PROGRAMS-ACC	R	11/06/2023	199.72		245754		
I-339280457	FOOD FOR RESALE OC	R	11/06/2023	39.17		245754		
I-339285315	FOOD FOR RESALE -OC	R	11/06/2023	68.54		245754		
I-339285330	FOOD FOR RESALE - OC	R	11/06/2023	58.69		245754		
I-339288885	FOOD FOR RESALE - OC	R	11/06/2023	33.06		245754		434.81
			*** VENDOR TOTALS ***			1 CHECKS		434.81
006505	TG TECHNICAL SERVICES LLC							
I-02646	SENSORS/FILTER - FD	E	11/08/2023	56.11		008228		56.11
			*** VENDOR TOTALS ***			1 CHECKS		56.11

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008966	THE BUSINESS LETTER INC							
I-76491	EMERGENCY VOUCHER - PD	R	11/06/2023	125.92		245755		125.92
			*** VENDOR TOTALS ***			1 CHECKS		125.92
011608	THE HOME DEPOT PRO							
I-769768680	TILE - HAWKEYE PK	R	11/06/2023	27.64		245756		27.64
			*** VENDOR TOTALS ***			1 CHECKS		27.64
006031	KATIE THIELMAN							
I-08-09/23 MILEAGE	8/29-9/22/23 MILEAGE	E	11/08/2023	91.70		008225		
I-09/2023 MILEAGE	9/23-9/30/23 MILEAGE	E	11/08/2023	39.30		008225		131.00
			*** VENDOR TOTALS ***			1 CHECKS		131.00
006441	TITAN MACHINERY INC							
I-S00038204-1	UNIT #934 PARTS	R	11/06/2023	640.94		245757		640.94
			*** VENDOR TOTALS ***			1 CHECKS		640.94
010127	TK ELEVATOR CORPORATION							
I-1000560699	11/1-1/31/24 ELEVATOR SVC-PD	E	11/08/2023	482.76		008248		482.76
			*** VENDOR TOTALS ***			1 CHECKS		482.76
003194	TNT LANDSCAPING & NURSERY							
I-79270	MEMORIAL TREES -PKS	R	11/06/2023	450.48		245758		
I-79314	ANNUAL TREE PLANTS	R	11/06/2023	8,888.64		245758		
I-79534	FACILITY LANDSCAPING	R	11/06/2023	41,886.00		245758		
I-79628	ROW SUPPLIES - PW	R	11/06/2023	76.97		245758		51,302.09
			*** VENDOR TOTALS ***			1 CHECKS		51,302.09
004913	TORGERSON EXCAVATING							
I-521099	WATER REPAIR - MU	R	11/06/2023	1,200.00		245759		1,200.00
			*** VENDOR TOTALS ***			1 CHECKS		1,200.00
008427	THEODORE GLEN TOWNSEND							
I-10/11/23-10/13/23	10/11-10/13/23 MEALS	E	11/08/2023	40.09		008263		40.09
			*** VENDOR TOTALS ***			1 CHECKS		40.09
004159	TOYNE INC							
I-IN0016657	#123 ECU	R	11/06/2023	3,765.57		245760		
I-IN0016664	#123 EXHAUST	R	11/06/2023	1,252.50		245760		5,018.07
			*** VENDOR TOTALS ***			1 CHECKS		5,018.07
004343	TRACTOR SUPPLY COMPANY							
I-374406	BUILDING SUPPLIES - MU	R	11/06/2023	139.98		245761		
I-653189	BUILDING SUPPLIES - MU	R	11/06/2023	99.98		245761		239.96
			*** VENDOR TOTALS ***			1 CHECKS		239.96

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004330	TREASURER STATE OF IOWA							
I-FY24 - A	SDWK OVRSZG UNCLAIMED PROP	R	10/24/2023	13,443.63		245572		
I-FY24 - B	PATIENT UNCLAIMED PROPERTY	R	10/24/2023	528.48		245572		
I-FY24 - C	EMPL RMBSMT UNCLAIMED PROP	R	10/24/2023	8.70		245572		
I-FY24 - D	PATIENT UNCLAIMED PROPERTY	R	10/24/2023	90.83		245572		
I-FY24 - E	AMBULANCE UNCLAIMED PROP	R	10/24/2023	10.00		245572		14,081.64
	*** VENDOR TOTALS ***					1 CHECKS		14,081.64
000740	TRIPLETT COMPANIES							
I-443637-0	OFFICE SUPPLIES - FD	R	11/06/2023	62.46		245762		62.46
	*** VENDOR TOTALS ***					1 CHECKS		62.46
011455	TRIVISTA COMPANIES INC							
I-XA100013901:01	UNIT #232 PARTS	R	11/06/2023	158.88		245763		
I-XA100014020:01	UNIT #226 PARTS	R	11/06/2023	53.32		245763		
I-XA100015362:01	UNIT #223 PARTS	R	11/06/2023	668.25		245763		880.45
	*** VENDOR TOTALS ***					1 CHECKS		880.45
009301	TRU GRIT							
I-6098	TRANSPORTER WHEELS - MU	R	11/06/2023	652.71		245764		652.71
	*** VENDOR TOTALS ***					1 CHECKS		652.71
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301353184:01	UNIT #220 PARTS	E	11/08/2023	25.66		008247		
I-XA301354364:01	UNIT #220 PARTS	E	11/08/2023	17.59		008247		
I-XA301357114:01	UNIT #121 PARTS	E	11/08/2023	220.95		008247		264.20
	*** VENDOR TOTALS ***					1 CHECKS		264.20
011810	INTELLIGENT MARKING USA INC							
I-10987	BLUE PAINT-PRSC	E	11/08/2023	1,055.38		008255		1,055.38
	*** VENDOR TOTALS ***					1 CHECKS		1,055.38
009614	INTELLIGENT MARKING USA INC							
I-11866	COMNAV DEVICE- PRSC	R	11/06/2023	166.21		245765		
I-11900	HANDICAP BLUE JUG- PRSC	R	11/06/2023	447.67		245765		613.88
	*** VENDOR TOTALS ***					1 CHECKS		613.88
011702	SETH TURNER							
I-08/2023 RMBRSMT	08/2023 BOOKS/LICENSE	E	11/08/2023	796.83		008280		796.83
	*** VENDOR TOTALS ***					1 CHECKS		796.83
000966	U S BANK							
I-09/23 P-CARD STMT	U S BANK	D	10/19/2023	40,626.90		002340		40,626.90
	*** VENDOR TOTALS ***					1 CHECKS		40,626.90

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008633	HUNTER UDELHOVEN							
I-10/2023 SHOES	10/2023 SHOE REIMBRSMNT	E	11/08/2023	140.00		008265		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
005813	EXECUTIVE SERVICES INC							
I-81921	BUSINESS CARDS-D CONLEY	E	11/08/2023	43.24		008224		43.24
			*** VENDOR TOTALS ***			1 CHECKS		43.24
011876	HD SUPPLY, INC.							
I-INV00138248	CHEMICALS - MU	E	11/08/2023	527.47		008256		527.47
			*** VENDOR TOTALS ***			1 CHECKS		527.47
010036	USCC SERVICES LLC							
I-0608239641	10/02/2023 STATEMENT	R	11/06/2023	678.27		245766		678.27
			*** VENDOR TOTALS ***			1 CHECKS		678.27
000475	UTILITY EQUIPMENT COMPANY							
I-20056262-000	MH PARTS - MU	E	11/08/2023	1,315.95		008187		1,315.95
			*** VENDOR TOTALS ***			1 CHECKS		1,315.95
010506	ASHLIE VAN HORN							
I-09/22/23-11/17/23	9/22-11/17/23 ZUMBA	E	11/08/2023	200.00		008275		200.00
			*** VENDOR TOTALS ***			1 CHECKS		200.00
009000	VAN MAANEN TECHNOLOGY INC							
I-2074-01E	STATE ST CONDUIT REPAIR	R	11/06/2023	7,857.55		245767		7,857.55
			*** VENDOR TOTALS ***			1 CHECKS		7,857.55
005012	VAN-WALL EQUIPMENT INC							
C-6044228	CR: UNIT #629 PARTS	E	11/08/2023	10.57CR		008216		
I-5006542	UNIT #690 PARTS	E	11/08/2023	82.60		008216		
I-6033286	CIRCUIT BOARD - FD	E	11/08/2023	183.50		008216		
I-6036565	SOLENOID -PRSC	E	11/08/2023	365.37		008216		
I-6040974	UNIT #841 VBELT	E	11/08/2023	103.46		008216		
I-6046343	TEEJET SPRAY TIP-OCM	E	11/08/2023	263.38		008216		
I-6049374	STARTER - FD	E	11/08/2023	58.24		008216		
I-6053372	UNIT #807 OIL FILTER	E	11/08/2023	9.06		008216		
I-6054495	TAIL LAMP - PRSC	E	11/08/2023	70.03		008216		
I-6056829	RECOIL ASSEMBLY-PRSC	E	11/08/2023	63.07		008216		
I-8015543	EQUIPMENT SUPPLIES - FD	E	11/08/2023	36.19		008216		1,224.33
			*** VENDOR TOTALS ***			1 CHECKS		1,224.33
000519	VERMEER SALES & SERVICE IOWA							
I-P0297705	UNIT #260 PARTS	E	11/08/2023	87.06		008188		87.06
			*** VENDOR TOTALS ***			1 CHECKS		87.06

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:10/19/2023 THRU 11/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002569	WASTE CONNECTIONS INC							
I-3554877T071	9/1-9/30/23 SVCS - FS#1/ACC	R	11/06/2023	276.34		245768		
I-3567197T071	09/21-09/25/23 WASTE SVCS-PRSC	R	11/06/2023	645.00		245768		
I-3568986T071	10/2023 WASTE SVCS - AMP	R	11/06/2023	47.45		245768		
I-3568987T071	10/2023 WASTE SVCS - CFAC	R	11/06/2023	189.74		245768		
I-3568990T071	10/1-10/31/23 SVCS - FS#2	R	11/06/2023	63.25		245768		
I-3568991T071	10/1-10/31/23 SVCS - FS#1/ACC	R	11/06/2023	276.34		245768		
I-3568992T071	10/1-10/31/23 SVCS - FS#3	R	11/06/2023	63.25		245768		
I-3568993T071	10/2023 WASTE SVCS -KL	R	11/06/2023	102.58		245768		
I-3568994T071	10/2023 WASTE SVCS -HAWKEYE	R	11/06/2023	47.45		245768		
I-3568995T071	10/2023 WASTE SVCS -OC PRO	R	11/06/2023	252.99		245768		
I-3568996T071	10/2023 WASTE SVCS-OCM	R	11/06/2023	94.88		245768		
I-3568997T071	10/1-10/31/23 SVCS - MAINT FAC	R	11/06/2023	292.32		245768		
I-3568998T071	10/2023 WASTE SERVICES-PRSC	R	11/06/2023	252.99		245768		
I-3568999T071	10/2023 WASTE SVCS -PK MNT	R	11/06/2023	252.99		245768		
I-3569000T071	10/1-10/31/23 SVCS - PD	R	11/06/2023	63.25		245768		
I-3569001T071	10/2023 WASTE SVCS - PRAC	R	11/06/2023	126.49		245768		
I-3569002T071	10/2023 WASTE SERVICES-PRSC	R	11/06/2023	252.99		245768		
I-3569003T071	10/1-10/31/23 SVCS - PSB	R	11/06/2023	81.16		245768		
I-3569004T071	10/1-10/31/23 SVCS - WW	R	11/06/2023	96.96		245768		3,478.42
*** VENDOR TOTALS ***						1 CHECKS		3,478.42

006753	LOCAL TV IOWA LLC							
I-4150173A-1	SEPTEMBER FLIGHT	R	11/06/2023	2,000.00		245769		2,000.00
*** VENDOR TOTALS ***						1 CHECKS		2,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	195	916,072.86	0.00	916,072.86
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	43,286.90	0.00	43,286.90
EFT:	113	1,010,059.09	0.00	1,010,059.09
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	310	1,969,418.85	0.00	1,969,418.85
BANK: APFNB TOTALS:	310	1,969,418.85	0.00	1,969,418.85
REPORT TOTALS:	310	1,969,418.85	0.00	1,969,418.85



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

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

EXECUTIVE SUMMARY:
A reimbursement resolution is necessary to comply with the Internal Revenue Code and Treasury Regulations. It is used to establish the City's intent to reimburse itself from the proceeds of a tax-exempt bond issue for prior expenditures that were incurred before the issuance of bonds.

Specifically, the City expects to pay Des Moines Water Works approximately \$604,000 for the Saylorville Feeder Main Purchase Capacity project. This capital expenditure will be reimbursed by the issuance of Water Revenue Bonds, Series 2024.

FISCAL IMPACT: **Yes**
The Saylorville Feeder Main Purchase Capacity project is planned in the City's 2023-2027 Capital Improvement Program and Water Utility Fund for calendar year 2024 in the amount of \$604,000.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project;
and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

Project	Fund from which original expenditures are to be Advanced	Total Estimated Cost	Amount of Borrowing Anticipated	Estimated Date of Completion
Saylorville Feeder Main Purchase Capacity	Water	\$604,000	\$604,000	December 2023

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 6thth day of November, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** naming depositories for the City of Ankeny.

EXECUTIVE SUMMARY:

Community Choice Credit Union has asked to be added to the City's list of approved depositories.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution naming the depositories of the City of Ankeny.


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Depository Resolution

RESOLUTION 2023-

A RESOLUTION NAMING DEPOSITORIES FOR THE CITY OF ANKENY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, that it approves the following list of financial institutions to be depositories of the City of Ankeny, Iowa, pursuant to Chapter 12C.2 of the Code of Iowa.

The Finance Officer is hereby authorized to deposit the City of Ankeny, Iowa, funds in amounts not to exceed the maximum approved for each respective financial institution as set out below:

Depository Name	Location of Home Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Availa Bank	Carroll, IA	\$25,000,000	\$25,000,000
Bankers Trust Company	Des Moines, IA	\$25,000,000	\$25,000,000
BMO	San Francisco, CA	\$25,000,000	\$25,000,000
Central Bank	Storm Lake, IA	\$25,000,000	\$25,000,000
Charter Bank	Johnston, IA	\$25,000,000	\$25,000,000
Community Choice Credit Union	Johnston, IA	\$0	\$25,000,000
Community State Bank	Ankeny, IA	\$25,000,000	\$25,000,000
Farmers State Bank	Waterloo, IA	\$25,000,000	\$25,000,000
First Interstate Bank	Billings, MT	\$25,000,000	\$25,000,000
First National Bank	Ames, IA	\$30,000,000	\$30,000,000
Great Southern Bank	Reeds Spring, MO	\$25,000,000	\$25,000,000
Green State Credit Union	North Liberty, IA	\$25,000,000	\$25,000,000
Lincoln Savings Bank	Cedar Falls, IA	\$25,000,000	\$25,000,000
Northwest Bank	Spencer, IA	\$25,000,000	\$25,000,000
Peoples Bank	Rock Valley, IA	\$25,000,000	\$25,000,000
South Story Bank & Trust	Huxley, IA	\$25,000,000	\$25,000,000
Two Rivers Bank & Trust	Burlington, IA	\$25,000,000	\$25,000,000
US Bank	Cincinnati, OH	\$25,000,000	\$25,000,000
Veridian Credit Union	Waterloo, IA	\$25,000,000	\$25,000,000
Wells Fargo Bank	Sioux Falls, SD	\$25,000,000	\$25,000,000

Passed and approved this 6th day of November, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, platted easements, sewer connection fee, and authorizing cost-participation for sidewalk oversizing and truncated domes for Centennial Ridge Plat 3.

EXECUTIVE SUMMARY:

The Centennial Ridge Plat 3 is a proposed 5.85-acre (+/-) plat located east of NW Irvinedale Drive and south of NW 27th Street. The subject plat creates 16 single-family lots and a street lot. The plat area is zoned R-3, Multiple Family Residence District, restricted to single-family residential. This proposed plat aligns with the approved Centennial Ridge Preliminary Plat.

FISCAL IMPACT: **Yes**

Cost-participation request for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be \$4,327.00

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):





The Plan & Zoning Commission recommended approval at their meeting on August 2, 2022. Preliminary approval of the final plat by City Council on September 6, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 final plat
 Staff Report
 Map
 Applicant Letter

WHEN RECORDED RETURN TO:

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

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, PLATTED
EASEMENTS, SEWER CONNECTION FEE, AND AUTHORIZING COST-PARTICIPATION FOR
SIDEWALK OVERSIZING AND TRUNCATED DOMES, FOR CENTENNIAL RIDGE PLAT 3**

WHEREAS, on the 2nd day of August, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended preliminary approval of Centennial Ridge Plat 3; and

WHEREAS, the City Council of the City of Ankeny, Iowa, granted preliminary approval of the final plat for Centennial Ridge Plat 3 on the 6th day of September, 2022; and

WHEREAS, the attorney's title opinion, warranty deed to streets, platted easements, and sewer connection fee have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

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

1. That the final plat for Centennial Ridge Plat 3 is hereby approved; and
2. That the public utility easement, public gas main easement, public drainage easement, public storm sewer easements, public temporary sanitary sewer easement, public temporary water main easement, and public temporary turnaround easement are hereby accepted; and
3. That the Northern Interceptor Trunk Sewer Connection District 1 connection fee of \$21,715.20 is hereby accepted; and
4. That the cost-participation request for sidewalk oversizing and truncated domes along NW Reinhart Drive be authorized in an amount estimated to be \$4,327.00 is hereby approved.

PASSED AND APPROVED this 6th day of November, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, August 2, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the August 2, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #2. Centennial Ridge Plat 3 Final Plat

Motion to recommend City Council approval of Centennial Ridge Plat 3 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be at \$4,327.00.

Motion by R.Weisheit to approve the recommendations for Consent Agenda Items #1 - #4. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Commissioner A.Renaud arrived at 6:33 p.m.

INDEX LEGEND

LOCATION: SEC 10-80-24, PT. NW1/4 SW1/4

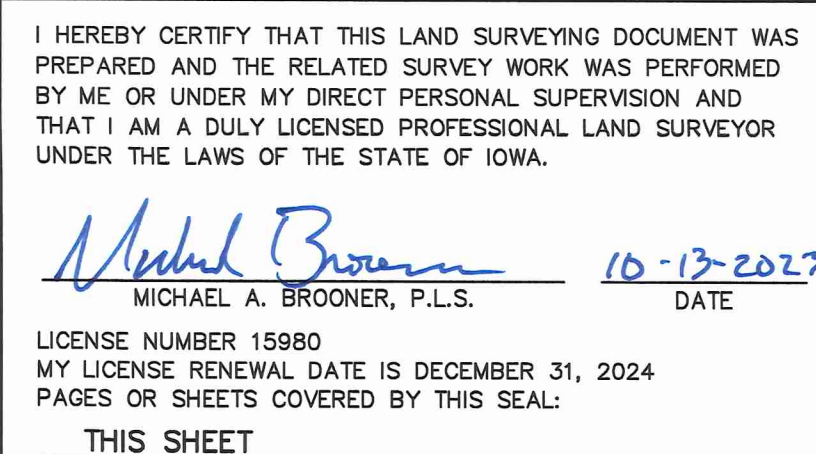
REQUESTOR: JERRY'S HOMES INC

PROPRIETOR: JERRY'S HOMES INC
3900 WESTOWN PKWY STE 100
WEST DES MOINES IA 50266-1054

SURVEYOR: MICHAEL A. BROONER

SURVEYOR
COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400



CENTENNIAL

1 / 1

2206.445

GA

Agenda Item: Centennial Ridge Plat 3 – Final Plat
Report Date: July 27, 2022
Prepared by: Jake Heil *ESC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Centennial Ridge Plat 3 Final Plat; and recommend City Council authorization of cost-participation request for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be 4,327.00.

Project Summary:

The Centennial Ridge Plat 3 is a proposed 5.85-acre (+/-) plat located east of NW Irvinedale Drive and south of NW 27th Street. The subject plat creates 16 single-family lots and a street lot. The plat area is zoned R-3, Multiple Family Residence District, restricted to single-family residential. This proposed plat aligns with the approved Centennial Ridge Preliminary Plat.

Project Report:

- Streets:** The proposed plat will be primarily accessed via NW Reinhart Drive from the east. The plat extends NW Reinhart Drive 470 feet to the west. NW Lindwood Court is a proposed cul-de-sac that extends south from NW Reinhart Drive. All proposed roads in the development will be required to have five-foot sidewalks. The developer also proposes an 8-foot trail along the north side of NW Reinhart Drive for a total cost-sharing estimate of \$4,327.00 for sidewalk upsizing and truncated domes.
- Water:** The existing 10-inch water main will be extended east along NW Reinhart Drive. 8-inch water will be extended south along NW Linwood Court.
- Sewer:** The existing 8-inch sanitary sewer main will be extended east along NW Reinhart Drive. 8-inch sanitary sewer will be extended throughout the remainder of the development.
- Drainage:** The existing 42-inch storm sewer main will be extended west along NW Reinhart Drive, tapering down to a 36-inch main at NW Linwood Court. Generally, stormwater in this development will flow to the 42-inch main, which drains to the east, outletting into a detention pond in Outlot Z from Centennial Ridge Plat 1. From there stormwater eventually drains south and west towards the Des Moines River.
- Parkland:** Outlot Y in Centennial Ridge Plat 1 was dedicated as parkland. This 1.88-acre parcel is currently the Centennial Park. Any additional requirements would be met through cash in lieu of land dedication.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Centennial Ridge Plat 3
NAME OF OWNER/ DEVELOPER: Jerry's Homes

GENERAL INFORMATION:

PLAT LOCATION: East of NW Irvinedale Drive; south of NW 27th Street.
SIZE OF PLAT: 5.85 acres
ZONING: R-3, Multiple Family Residence District, restricted to single-family

LOTS:

NUMBER: 16 single-family lots; 1 street lot
SIZE/DENSITY: 2.74 units per acre
USE: Residential
BUILDING LINES: Lots 1-16
Front: 30'
Rear: 35'
Side: 17' (>1-Story – 8' min. one side)
15' (1-Story – 7' min. one side)

PARK SITE DEDICATION:

Outlot Y in Centennial Ridge Plat 1 was dedicated as parkland. This 1.88-acre parcel is currently the Centennial Park. Any additional requirements would be met through cash in lieu of land dedication.

ADJACENT LANDS:

NORTH: R-3, Multiple Family Residence District; Centennial Estates Plat 3
SOUTH: R-3, Multiple Family Residence District; Trestle Crossing Plat 3
EAST: R-3, Multiple Family Residence District; Centennial Ridge Plat 2
WEST: R-3, Multiple Family Residence District; Future Centennial Ridge Plat

STREET DEVELOPMENT:

NAME: NW Reinhart Drive
LENGTH: Approximately 470'
CLASSIFICATION: Minor Collector
R.O.W. (REQ'D./PROV.): 70'/70'
PAVEMENT WIDTH: 31'

NAME: NW Linwood Court
LENGTH: Approximately 253'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 5.85 acres of developable land X 1,800 gal. per day/medium density residential= 10,530 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

WATER SYSTEM:

USAGE: 16 units X 3 pers. per house X 100 gal. per day/person = 4,800 GPD

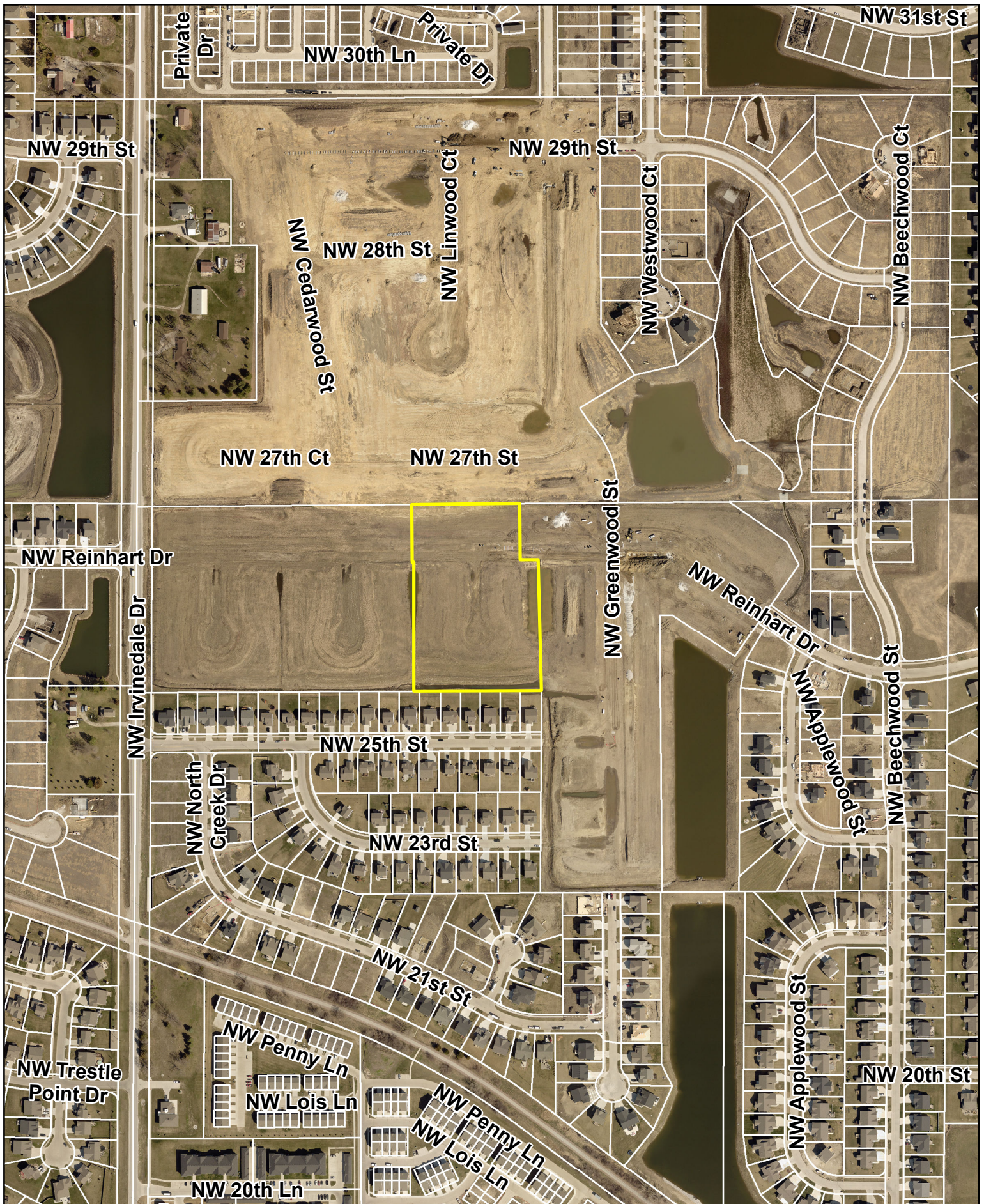
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



N



1 inch = 400 feet

Date: 7/27/2022

**Centennial Ridge Plat 3
Final Plat**



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

July 22, 2022

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

RE: Centennial Ridge Plat 3
Construction Drawings Approval & Preliminary Approval of Final Plat

Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of Jerry's Homes, Inc., we submit herewith the following final plat and construction drawings for review and approval. The project area contains 5.85 acres and is located west of the intersection of NW Reinhart Drive and NE 61st Street. The final plat includes the development of 16 single family lots adhering to the R-3 Multiple Family Residential District zoning. We are requesting that preliminary approval of the final plat be granted by City Council. We will bring the final plat with bonds back before the City Council for approval once construction is complete. We would like to request cost sharing for 374 linear feet of upsized sidewalk (\$3,927) and two cast iron domes (\$400).

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

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the purchase of combination traffic signal/ lighting pole assemblies from Millerbernd Manufacturing Company, in the amount of \$73,031.00, for contractor installation with the SE Delaware Avenue & SE 54th Street Traffic Signal.

EXECUTIVE SUMMARY:

In past years, long lead times for procurement of galvanized steel traffic poles and mast arms have contributed to delays in completing City capital improvement projects that include traffic signalization. Pre-ordering these items, and furnishing for contractor installation with the project, can increase the likelihood of timely completion of the full project to the public's benefit.

Quotes for manufacture and delivery of the combination traffic signal/ lighting poles and mast arms needed for the project were requested per City of Ankeny Purchasing Policy. Both cost and expected delivery schedule were considered in the award recommendation. There are two regional suppliers. Valmont Industries responded, in the amount of \$78,889.00 and expected delivery in 18-20 weeks from design approval. The second supplier, Millerbernd Manufacturing Company, responded in the amount of

\$73,031.00 and expected delivery in 18-20 weeks from design approval.

The overall project also includes reconstruction of pedestrian ramps and extension of the fiber optic network. The work is planned to begin in April or May 2024, with substantial completion within sixty (60) working days. Therefore, award of the purchase of the galvanized steel combination traffic signal/ lighting poles and mast arms to Millerbernd Manufacturing Company is recommended to support timely completion of the project during summer 2024.

FISCAL IMPACT: No

The project is included in the City's current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the galvanized steel combination traffic signal/ lighting poles and mast arms as specified.




PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location Map

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SIGNAL POLES FOR INSTALLATION WITH SE DELAWARE AVENUE & SE 54TH STREET TRAFFIC SIGNAL

WHEREAS, the City of Ankeny desires to purchase traffic signal poles and mast arms to be installed with SE Delaware Avenue & SE 54th Street Traffic Signal; and

WHEREAS, quotes were obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the traffic signal poles and mast arms from Millerbernd Manufacturing Company in the amount of \$73,031.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Millerbernd Manufacturing Company in the amount of \$73,031.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said traffic signal poles and mast arms.

DATED this 6th day of November. 2023

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation
SE Delaware Avenue and SE 54th St Traffic Signal
Traffic Signal Poles
Bid Date: 10:00 AM, October 27, 2023

Item	Unit	Central Sales Lighting Alliance			Electrical Products Company		
		Millerbernd			Valmont		
		Total	Unit Price	Total Price	Total	Unit Price	Total Price
Combination Signal/Lightng Pole with 60' Mast Arm	EA	3	\$18,249.00	\$54,747.00	3	\$19,233.00	\$57,699.00
Combination Signal/Lighting Pole with 42' Mast Arm	EA	1	\$13,324.00	\$13,324.00	1	\$14,190.00	\$14,190.00
Signal Sub-Total				\$68,071.00			\$71,889.00
Manufacturer's Recommended Wind Dampening Device	EA	4	\$925.00	\$3,700.00	4	\$1,750.00	\$7,000.00
Freight	LS	1	\$1,260.00	\$1,260.00	0	\$0.00	\$0.00
Accessories Sub-Total				\$4,960.00			\$7,000.00
Project Total				\$73,031.00			\$78,889.00

Estimated Deliveries:

Millerbernd: Poles: 18-20 weeks after shop drawing release.

Valmont: Shop drawings: 15-20 business days. Poles: 18-20 weeks after shop drawing release.





ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main, sanitary sewer, and storm sewer in Centennial Ridge Plat 3.

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
 Bond
 Resolution
 Certificate of Completion

CONTRACTOR'S MAINTENANCE BOND

Bond Number: 100024917

KNOW ALL PERSONS BY THESE PRESENTS:

That The Underground Company Ltd of Carlisle, IA, as principal (the "Principal"), and Merchants Bonding Company (Mutual) of West Des Moines, IA as surety (the "Surety"), are held and firmly bound unto the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of Three Hundred Forty Four Thousand Five Hundred Seventy Five Dollars (\$344,575.00), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated December 21, 2022 entered into a contract (the "Contract") with Jerry's Homes to furnish the material and labor necessary for the construction of

Centennial Ridge Plat 3 – Sanitary Sewer, Water Main and Storm Sewer – See Attached Schedule.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery") of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 7th day of July 2023.

Approved as to form:
City of Ankeny, Iowa

by

Donald Clark
City Engineer

The Underground Company Ltd.
principal

by

Chris Burkhardt
Chris Burkhardt

email: chrisb@underltd.com
(Required for return of signed document)

Merchants Bonding Company (Mutual)
surety (SEAL)

by

Dean M. Clark
Dean M. Clark, Attorney-in-Fact

CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Warren

On this 12 day of July, 2023, before me personally appeared Chris Burkhardt to me known, who being duly sworn, did say that he/she is the Vice President of The Underground Company, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.

Kelly A. Johnson
Notary Public



ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Polk

On this 7th day of July, 2023 before me personally appeared Dean M. Clark to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Jessica Perkins
Notary Public
Jessica Perkins



PROJECT: Centennial Ridge Plat 3
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Sanitary Sewer</u>			
S1	Connect to Existing Manhole	1.00	EA
S2	8" PVC Sanitary Sewer with Televising	660.00	LF
S3	SW-301 Manhole	3.00	EA
S4	4" Service	16.00	EA
<u>Water Main</u>			
W1	Connect to Existing Stub	1.00	EA
W2	8" PVC C900 Water Main	327.00	LF
W3	10" PVC C900 Water Main	405.00	LF
W4	8" Bend	1.00	EA
W5	10"x8" Tee	1.00	EA
W6	8" Valve	1.00	EA
W7	10" Valve	1.00	EA
W8	Relocate Fire Hydrant	1.00	EA
W9	Fire Hydrant	2.00	EA
W10	1" Service	16.00	EA
<u>Storm Sewer</u>			
SS1	Connect to Existing Stub	1.00	EA
SS2	8" PVC Storm Sewer with Televising	237.00	LF
SS3	15" RCP Storm Sewer with Televising	159.00	LF
SS4	36" RCP Storm Sewer with Televising	206.00	LF
SS5	42" RCP Storm Sewer with Televising	320.00	LF
SS6	15" RCP Flared End Section with Guard	1.00	EA
SS7	36" RCP Flared End Section with Guard	1.00	EA
SS8	SW-503 Intake Modified	2.00	EA
SS9	SW-505 Intake	3.00	EA
SS10	SW-506 Intake	1.00	EA
SS11	SW-401 Manhole (48")	1.00	EA
SS12	SW-401 Manhole (72")	1.00	EA
SS13	1.5" Service	16.00	EA

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,

Dean M Clark; Jessica J Perkins; Lauren Bruns; Stacy R Rush

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 15th day of May, 2023.



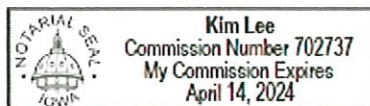
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of May, 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 7th day of July, 2023.



William Warner Jr.
Secretary

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR WATER MAIN, SANITARY SEWER AND STORM SEWER IN CENTENNIAL RIDGE PLAT 3

WHEREAS, the City Staff has granted administrative approval of **Centennial Ridge Plat 3**; and

WHEREAS, the plans and specification for the construction of **Centennial Ridge Plat 3** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main, sanitary sewer and storm sewer in **Centennial Ridge Plat 3** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on November 6th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of November, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Centennial Ridge Plat 3

Ankeny, Iowa

November 6, 2023

This is to certify that the construction improvements on the *Centennial Ridge Plat 3* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Ollendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number: 16926*



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for paving in Centennial Ridge Plat 3.

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
 Bond
 Resolution
 Certificate of Completion

MERCHANTS
BONDING COMPANY TM

Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 100131676

That Absolute Concrete Construction, Inc. dba Absolute Group
of P. O. Box 430, Granger, IA 50109
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the City of Ankeny
220 West First St. Ankeny, IA 50023 in the penal sum of
Two Hundred Thousand One Hundred Eighty Six Dollars and 00/100 (\$200,186.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 7th day of September, 2023.

WHEREAS, the Principal entered into a certain contract, dated the 28th day of November,
2022, with the Jerry's Homes, Inc.

to furnish all the material and labor necessary for the construction of
Centennial Ridge Plat 3

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of four (4) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Ankeny as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Absolute Concrete Construction, Inc. dba Absolute Group
Principal

By [Signature]

Email: lpetersen@ag-iowa.com

Approved CITY OF ANKENY

By Donald Clark

Merchants National Bonding, Inc.

By [Signature]

Abigail R. Mohr, Attorney-in-Fact



MERCHANTS
BONDING COMPANYTM
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,

Abigail R. Mohr

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.

Surety Bond #: 100131676

Principal: Absolute Concrete Construction, Inc. dba Absolute Group

Obligee: City of Ankeny

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 7th day of September, 2023.

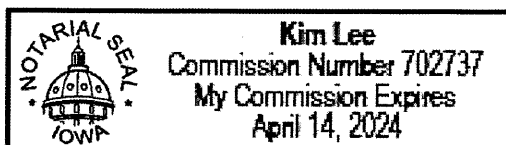


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 7th day of September, 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.

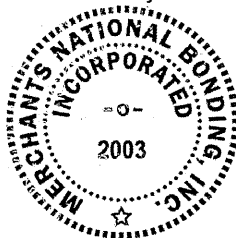


Kim Lee
Notary Public

(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 7th day of September, 2023.



William Warner Jr.
Secretary

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR PAVING IN CENTENNIAL RIDGE PLAT 3

WHEREAS, the City Staff has granted administrative approval of **Centennial Ridge Plat 3**; and

WHEREAS, the plans and specification for the construction of **Centennial Ridge Plat 3** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the paving in **Centennial Ridge Plat 3** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on November 6th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of November, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Centennial Ridge Plat 3

Ankeny, Iowa

November 6, 2023

This is to certify that the construction improvements on the *Centennial Ridge Plat 3* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Ollendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number: 16926*



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for subgrade in Centennial Ridge Plat 3.

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
 Bond
 Resolution
 Certificate of Completion

MERCHANTS
BONDING COMPANY™

Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 100131676

That Absolute Concrete Construction, Inc. dba Absolute Group
of P. O. Box 430, Granger, IA 50109
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the City of Ankeny
220 West First St. . Ankeny, IA 50023 in the penal sum of
Two Hundred Thousand One Hundred Eighty Six Dollars and 00/100 (\$200,186.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 7th day of September, 2023.

WHEREAS, the Principal entered into a certain contract, dated the 28th day of November,
2022, with the Jerry's Homes, Inc.

to furnish all the material and labor necessary for the construction of
Centennial Ridge Plat 3

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of four (4) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Ankeny as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Absolute Concrete Construction, Inc. dba Absolute Group
Principal

By [Signature]

Approved CITY OF ANKENY

By Donald Clark

Merchants National Bonding, Inc.

By [Signature]

Abigail R. Mohr, Attorney-in-Fact



CONTRACTOR'S MAINTENANCE BOND

Bond No. 2348898

KNOW ALL PERSONS BY THESE PRESENTS:

That Seamus Excavating, LLC of Clive, IA,
as principal (the "Principal"), and Swiss Re Corporate Solutions America Insurance Corporation of
Kansas City, MO as surety (the "Surety"), are held and firmly bound unto
the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of Eight Thousand Eight Hundred Seventy Nine & 80/100
Dollars (\$ 8,879.80), for the payment of which sum well and truly to be made, the Principal
and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated December 28, 2022 entered into a
contract (the "Contract") with Jerry's Homes, Inc. to furnish the material and labor
necessary for the construction of 3,062 SY Subgrade in connection with Centennial Ridge Plat 3

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force
and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery")
of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item").
Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand
upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery
of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the
above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1)
year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's
discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 6th day of October, 2023.

Approved as to form:
City of Ankeny, Iowa

by Donald Clark
City Engineer

Seamus Excavating, LLC

principal

by [Signature]

email: ccriss@seamusexcavating.com
(Required for return of signed document)

Swiss Re Corporate Solutions America Insurance Corporation

surety

(SEAL)

by Cindy Bennett

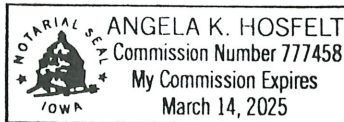
Cindy Bennett, Attorney-in-fact

CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Polk

On this 6th day of October, 2023, before me personally appeared Chad Criss to me known, who being duly sworn, did say that he/she is the President of Seamus Excavating LLC, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.



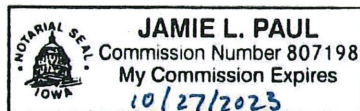
Angela K Hosfelt
Notary Public

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF IOWA

COUNTY OF DALLAS

On this 6th day of October, 2023, before me personally appeared Cindy Bennett to me known, who being duly sworn, did say that ~~he~~ she is the Attorney-in-fact of Swiss Re Corporate Solutions America Insurance Corporation, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Jamie L Paul
Notary Public Jamie Paul

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN,
DIONE R. YOUNG, STACIE CHRISTENSEN, SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, and SARA HUSTON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of JANUARY, 20 23

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 17TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of October, 2023.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR SUBGRADE IN CENTENNIAL RIDGE PLAT 3

WHEREAS, the City Staff has granted administrative approval of **Centennial Ridge Plat 3**; and

WHEREAS, the plans and specification for the construction of **Centennial Ridge Plat 3** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the subgrade in **Centennial Ridge Plat 3** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on November 6th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of November, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Centennial Ridge Plat 3

Ankeny, Iowa

November 6, 2023

This is to certify that the construction improvements on the *Centennial Ridge Plat 3* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Ollendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number: 16926*



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements in Park Sight Office Park at Prairie Trail Plat 4 for utilities.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Certificate of Completion](#)

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 FOR UTILITIES

WHEREAS, on the 17th day of July, 2023, the City of Ankeny, Iowa entered into a three-party contract with Team Excavating, Inc., the Contractor, and DRA Properties, LC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2023-298; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on November 6th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 6th day of November, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Park Site Office Park at Prairie Trail Plat 4

Ankeny, Iowa

November 6 2023

This is to certify that the construction improvements on the *Park Site Office Park at Prairie Trail Plat 4* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Jake Nilles
P.E., C.P.E.S.C
Nilles Associates, Inc.
Iowa License Number 26369

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123
nillesinc.com



November 6, 2023

City of Ankeny
Engineering Department
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: Public Improvements for Park Site Office Park at Prairie Trail Plat 4, Project Number 23003

We have previously submitted the following documents supporting the completion of public improvements associated with Park Site Office Park at Prairie Trail Plat 4:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,

A handwritten signature in blue ink that reads 'Jake Nilles'.

JAKE NILLES, PE, CPESC

NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER
www.nillesinc.com



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving construction contract and bond with CB&I Storage Tank Solutions, LLC, in the amount of \$9,751,758.59 for the NW Irvinedale Drive - Elevated Water Storage Tank project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:





PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution - approving contract
 Bid Sheet
 Bid Tab
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK", 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 NW IRVINEDALE DRIVE - ELEVATED
WATER STORAGE TANK**

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 NW Irvinedale Drive - Elevated Water Storage Tank, 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>CB&I Storage Tank Solutions, LLC</u>	of	<u>Plainfield, IL</u>
Amount of bid:	<u>\$9,751,758.59</u>		
Bond surety:	<u>Western Surety Company</u>		
Date of bond:	<u>November 3, 2023</u>		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

SEPTEMBER 12, 2023

NW IRVINEDALE DRIVE – ELEVATED WATER STORAGE TANK

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW Irvinedale Drive – Elevated Water Storage Tank project in accordance with the Plans and Specifications prepared by HDR, Inc.

Don Clark, Municipal Utilities Director

\$ 8,885,000⁰⁰ Base + A1 + 1

Project Estimate of Cost \$ 8,769,000⁰⁰ Base

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
1) ✓	Caldwell Tanks Inc 4000 Tower Road Louisville KY 40219	Base \$ 11,729,000 ⁰⁰ A1 + ① 186,333 ⁰⁰ A1 + ② No Bid	✓
2) ✓	Landmark Structures 1065 Harmon Road Fort Worth, TX 76177	Base \$ 9,744,356 ⁰⁰ A1 + ① 139,644 ⁰⁰ A1 + ② 12,984,000 ⁰⁰	✓
3) ✓	CB+I Storage Tank Solutions LLC 14105 S. Route 59 Plainfield IL 60544	Base \$ 9,519,000 ⁰⁰ A1 + ① 232,746 ⁹⁰ A1 + ② No Bid	✓
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

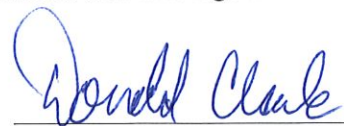
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of September 18, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Don Clark, Municipal Utilities Director

City of Ankeny, Iowa
 BID TAB
 2.5 MG Elevated Storage Tank - NW Irvinedale Drive

BID DATE: 9/12/2023

				Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
	General Provisions and Covenants										
1.01	Mobilization, Demobilization, General Provisions and Covenants	1	LS	\$ 438,000	\$ 438,000	\$175,000	\$175,000.00	\$300,000	\$ 300,000	\$580,000.00	\$ 580,000
	Earthwork										
2.01	General Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$26,525.00	\$26,525.00	\$35,000.00	\$ 35,000	\$ 5,000.00	\$ 5,000.00
2.02	Topsoil and Finished Grading	1358	CY	\$7.25	\$9,845.50	\$7.43	\$10,085.87	\$13.00	\$ 17,654	\$ 7.00	\$ 9,506.00
2.03	Excavation and Haul-Off, Class 10	2700	CY	\$20.00	\$54,000.00	\$15.92	\$42,984.00	\$20.00	\$ 54,000	\$ 19.00	\$ 51,300.00
2.04	Excavation and Embankment, Class 10	700	CY	\$10.00	\$7,000.00	\$40.32	\$28,224.00	\$12.00	\$ 8,400	\$ 9.00	\$ 6,300.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	2057	SY	\$8.25	\$16,970.25	\$40.32	\$82,938.24	\$12.00	\$ 24,684	\$ 11.00	\$ 22,627.00
	Sewers and Drains										
4.01	15" Storm Sewer Pipe, RCP	271	LF	\$50.00	\$13,550.00	\$125.20	\$33,929.20	\$80.00	\$ 21,680	\$ 78.00	\$ 21,138.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	2	EA	\$2,500.00	\$5,000.00	\$1,591.50	\$3,183.00	\$4,500.00	\$ 9,000	\$ 1,450.00	\$ 2,900.00
4.03	6" Subdrains, Case B, Type 1	376	LF	\$25.00	\$9,400.00	\$10.03	\$3,771.28	\$24.00	\$ 9,024	\$ 35.00	\$ 13,160.00
4.04	6" Subdrains, Case C, Type 1	387	LF	\$25.00	\$9,675.00	\$8.22	\$3,181.14	\$24.00	\$ 9,288	\$ 30.00	\$ 11,610.00
4.05	6" Subrdains, Detention Pond	203	LF	\$25.00	\$5,075.00	\$8.62	\$1,749.86	\$16.00	\$ 3,248	\$ 34.00	\$ 6,902.00
4.06	6" Subdrain Cleanouts, Type A-1	11	EA	\$1,500.00	\$16,500.00	\$835.01	\$9,185.11	\$1,100.00	\$ 12,100	\$ 685.00	\$ 7,535.00
4.07	6" Subdrain Outlets Into Structure	5	EA	\$500.00	\$2,500.00	\$795.75	\$3,978.75	\$450.00	\$ 2,250	\$ 375.00	\$ 1,875.00
	Water Mains and Appurtenances										
5.01	Water Main and Fittings Removal At and Including Connection to Existing 24" Water Main	1	LS	\$10,000.00	\$10,000.00	\$14,854	\$14,854.00	\$3,000.00	\$ 3,000	\$ 8,000.00	\$ 8,000.00
5.02	24" Water Main Open Cut, PVC or DIP, RJ	345	LF	\$300.00	\$103,500.00	\$721.48	\$248,910.60	\$350.00	\$ 120,750	\$ 365.00	\$ 125,925.00
5.03	4" Water Main Open Cut, PVC or DIP, RJ	45	LF	\$100.00	\$4,500.00	\$122.02	\$5,490.90	\$50.00	\$ 2,250	\$ 106.00	\$ 4,770.00
5.04	24" 45 Degree Bend	3	EA	\$6,000.00	\$18,000.00	\$9,283.75	\$27,851.25	\$5,500.00	\$ 16,500	\$ 6,400.00	\$ 19,200.00
5.05	24" x 6" Tee	2	EA	\$6,000.00	\$12,000.00	\$8,391.18	\$16,782.36	\$6,000.00	\$ 12,000	\$ 8,945.00	\$ 17,890.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	1	EA	\$6,000.00	\$6,000.00	\$10,079.50	\$10,079.50	\$7,500.00	\$ 7,500	\$ 9,515.00	\$ 9,515.00
5.07	24" Gate Valve	1	EA	\$35,000.00	\$35,000.00	\$34,117.52	\$34,117.52	\$38,500.00	\$ 38,500	\$ 36,500.00	\$ 36,500.00
5.08	4" Gate Valve	1	EA	\$2,000.00	\$2,000.00	\$3,705.01	\$3,705.01	\$1,685.00	\$ 1,685	\$ 1,860.00	\$ 1,860.00
5.09	Fire Hydrant Assembly Removal	3	EA	\$2,000.00	\$6,000.00	\$1,591.50	\$4,774.50	\$850.00	\$ 2,550	\$ 2,875.00	\$ 8,625.00
5.10	Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings, Relocated Hydrant	3	EA	\$5,000.00	\$15,000.00	\$5,305.00	\$15,915.00	\$5,000.00	\$ 15,000	\$ 2,350.00	\$ 7,050.00
	Structures for Sanitary and Storm Sewers										
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Type SW-401	1	EA	\$6,850.00	\$6,850.00	\$12,732.00	\$12,732.00	\$7,000.00	\$ 7,000	\$ 9,150.00	\$ 9,150.00
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-507	3	EA	\$5,500.00	\$16,500.00	\$2,652.50	\$7,957.50	\$5,200.00	\$ 15,600	\$ 6,185.00	\$ 18,555.00
6.03	Circular Area Intake, Type SW-512	3	EA	\$3,000.00	\$9,000.00	\$822.28	\$2,466.84	\$3,000.00	\$ 9,000	\$ 3,045.00	\$ 9,135.00
6.04	Detention Basin Outlet Structure	1	EA	\$10,000.00	\$10,000.00	\$7,957.50	\$7,957.50	\$10,000.00	\$ 10,000	\$ 13,575.00	\$ 13,575.00
	Streets and Related Work										
7.01	9" PCC Pavement, Driveway	1023	SY	\$67.50	\$69,052.50	\$152.78	\$156,293.94	\$82.00	\$ 83,886	\$ 82.00	\$ 83,886.00
7.02	7" PCC Pavement, Driveway	787	SY	\$52.00	\$40,924.00	\$159.15	\$125,251.05	\$76.00	\$ 59,812	\$ 76.00	\$ 59,812.00
7.03	6" PCC Curb and Gutter	30	LF	\$36.00	\$1,080.00	\$159.15	\$4,774.50	\$75.00	\$ 2,250	\$ 60.00	\$ 1,800.00
7.04	6" River Rock Surfacing	49	SY	\$29.50	\$1,445.50	\$51.99	\$2,547.51	\$50.00	\$ 2,450	\$ 300.00	\$ 14,700.00
7.05	Detectable Warnings	60	SF	\$25.00	\$1,500.00	\$63.66	\$3,819.60	\$50.00	\$ 3,000	\$ 50.00	\$ 3,000.00

BID DATE: 9/12/2023

				Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
	Site Work and Landscaping										
8.01	Temporary Seeding, Fertilizing, and Mulching for Conventional Seeding, Type 4	1.30	AC	\$2,000.00	\$2,600.00	\$11,305.36	\$14,696.97	\$3,000.00	\$ 3,900	\$ 5,000.00	\$ 6,500.00
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Type 1	1.15	AC	\$4,000.00	\$4,600.00	\$5,580.86	\$6,417.99	\$5,000.00	\$ 5,750	\$ 8,000.00	\$ 9,200.00
8.03	Rip Rap for Pipe Outlet, Class E	25	TON	\$100.00	\$2,500.00	\$65.78	\$1,644.50	\$100.00	\$ 2,500	\$ 86.00	\$ 2,150.00
8.04	Silt Fence	1135	LF	\$6.00	\$6,810.00	\$5.29	\$6,004.15	\$10.00	\$ 11,350	\$ 4.00	\$ 4,540.00
8.05	Inlet Protection	7	EA	\$500.00	\$3,500.00	\$122.02	\$854.14	\$225.00	\$ 1,575	\$ 300.00	\$ 2,100.00
8.06	Stabilized Construction Entrance	1	EA	\$2,000.00	\$2,000.00	\$4,836.16	\$4,836.16	\$6,000.00	\$ 6,000	\$ 7,500.00	\$ 7,500.00
8.07	Concrete Washout	1	EA	\$2,000.00	\$2,000.00	\$2,652.50	\$2,652.50	\$4,000.00	\$ 4,000	\$ 5,000.00	\$ 5,000.00
8.08	Chain Link Fence	1061	LF	\$40.00	\$42,440.00	\$65.25	\$69,230.25	\$25.00	\$ 26,525	\$ 25.00	\$ 26,525.00
8.09	Swing Gate	1	EA	\$2,000.00	\$2,000.00	\$2,652.50	\$2,652.50	\$3,475.00	\$ 3,475	\$ 7,500.00	\$ 7,500.00
8.10	Retaining Wall	1	LS	\$187,000.00	\$187,000.00	\$291,775.00	\$291,775.00	\$403,950.00	\$ 403,950	\$ 95,000.00	\$ 95,000.00
8.11	Bollards	2	EA	\$1,000.00	\$2,000.00	\$1,061.00	\$2,122.00	\$1,000.00	\$ 2,000	\$ 1,000.00	\$ 2,000.00
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Raingarden Mixture	0.15	AC	\$6,500.00	\$975.00	\$202,078.06	\$30,311.71	\$10,000.00	\$ 1,500	\$ 10,000.00	\$ 1,500.00
8.13	Wattle	406	LF	\$4.00	\$1,624.00	\$15.69	\$6,370.14	\$3.00	\$ 1,218	\$ 10.00	\$ 4,060.00
8.14	Temporary Rolled Erosion Control Product (RECP)	976	SY	\$7.50	\$7,320.00	\$8.49	\$8,286.24	\$2.00	\$ 1,952	\$ 10.00	\$ 9,760.00
8.15	Tree - Maidenhair Tree	5	EA	\$600.00	\$3,000.00	\$689.65	\$3,448.25	\$700.00	\$ 3,500	\$ 1,000.00	\$ 5,000.00
8.16	Tree - Moraine Sweet Gum	7	EA	\$500.00	\$3,500.00	\$497.61	\$3,483.27	\$450.00	\$ 3,150	\$ 1,000.00	\$ 7,000.00
8.17	Tree - Redmond American Linden	4	EA	\$600.00	\$2,400.00	\$419.10	\$1,676.40	\$650.00	\$ 2,600	\$ 1,000.00	\$ 4,000.00
8.18	Tree - White Fir	4	EA	\$400.00	\$1,600.00	\$530.50	\$2,122.00	\$700.00	\$ 2,800	\$ 1,000.00	\$ 4,000.00
8.19	Tree - Eastern Red Cedar	7	EA	\$400.00	\$2,800.00	\$466.84	\$3,267.88	\$450.00	\$ 3,150	\$ 1,000.00	\$ 7,000.00
8.20	Tree - Norway Spruce	4	EA	\$60.00	\$240.00	\$530.50	\$2,122.00	\$600.00	\$ 2,400	\$ 1,000.00	\$ 4,000.00
8.21	Shrub - Iroquis Beauty Black Chokeberry	8	EA	\$60.00	\$480.00	\$50.93	\$407.44	\$100.00	\$ 800	\$ 500.00	\$ 4,000.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	13	EA	\$60.00	\$780.00	\$50.93	\$662.09	\$100.00	\$ 1,300	\$ 500.00	\$ 6,500.00
8.23	Shrub - Hummingbird Summersweet	9	EA	\$60.00	\$540.00	\$55.17	\$496.53	\$100.00	\$ 900	\$ 500.00	\$ 4,500.00
	Special Provisions Items										
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	1	LS	\$7,250,000.00	\$7,250,000.00	\$7,311,051.65	\$7,311,051.65	\$7,984,000.00	\$ 7,984,000	\$ 9,541,364.00	\$ 9,541,364.00
300	Bulk Water Station Package Equipment	1	LS	\$140,000.00	\$140,000.00	\$327,583.75	\$327,583.75	\$151,500.00	\$ 151,500	\$ 300,000.00	\$ 300,000.00
301	Bulk Water Station Installation (Shipping/Unloading, Concrete Foundation, Anchorage, Water and Sewer Piping Connections, Commissioning, etc.)	1	LS	\$60,000.00	\$60,000.00	\$79,575.00	\$79,575.00	\$13,500.00	\$ 13,500	\$ 150,000.00	\$ 150,000.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk Water Station, Area Lights	1	LS	\$50,000.00	\$50,000.00	\$171,648.58	\$171,648.58	\$150,000.00	\$ 150,000	\$ 295,000.00	\$ 295,000.00
601	Area Lights Pole Mounted	2	EA	\$5,000.00	\$10,000.00	\$10,037.06	\$20,074.12	\$10,000.00	\$ 20,000	\$ 7,500.00	\$ 15,000.00
602	SCADA Equipment Installation (Level Transducer, PLC Panel, Antenna/Cable)	1	LS	\$10,000.00	\$ 10,000	\$12,519.80	\$ 12,520	\$10,000.00	\$ 10,000	\$ 5,500.00	\$ 5,500.00
	TOTAL AMOUNT OF BID - BASE BID				\$ 8,769,000		\$ 9,519,009.53		\$ 9,744,356		\$ 11,729,000

BID DATE: 9/12/2023				Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
ADD ALTERNATE NO. 1								\$	-	\$	-
101	6" Granular Subbase for 6" HMA Pavement	488	SY	\$11.70	\$5,709.60	\$50.93	\$24,853.84	\$12.00	\$ 5,856	\$ 15.00	\$ 7,320.00
102	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	LF	\$70.00	\$29,820.00	\$94.43	\$40,227.18	\$113.00	\$ 48,138	\$ 102.00	\$ 43,452.00
103	4" Sanitary Sewer Service Stub, PVC	38	LF	\$60.00	\$2,280.00	\$159.15	\$6,047.70	\$65.00	\$ 2,470	\$ 117.00	\$ 4,446.00
104	48" Circular Sanitary Sewer Manhole, Type SW-301	3	EA	\$10,875.00	\$32,625.00	\$12,732.00	\$38,196.00	\$7,000.00	\$ 21,000	\$ 5,625.00	\$ 16,875.00
105	Connection to Existing Sanitary Sewer Manhole	1	EA	\$3,000.00	\$3,000.00	\$7,957.50	\$7,957.50	\$5,140.00	\$ 5,140	\$ 11,000.00	\$ 11,000.00
106	6" HMA Pavement, Driveway	488	SY	\$29.50	\$ 14,396	\$97.03	\$47,350.64	\$59.00	\$ 28,792	\$ 80.00	\$ 39,040.00
107	5" PCC Pavement, Sidewalk/Trail	428	SY	\$63.50	\$27,178.00	\$159.15	\$68,116.20	\$66.00	\$ 28,248	\$ 150.00	\$ 64,200.00
	TOTAL AMOUNT OF ADD ALTERNATE 1				\$ 116,000		\$ 232,749.06		\$ 139,644		\$ 186,333
ADD ALTERNATE NO. 2 - 2,500,000 GALLON HYDROPILLAR ELEVATED STORAGE TANK IN PLACE OF THE 2,500,000 GALLON COMPOSITE ELEVATED STORAGE TANK		1	LS	\$ -	\$ 9,935,000		No Bid		\$ 12,984,000		No Bid
	TOTAL AMOUNT OF BASE BID, ADD ALTERNATE NO. 1				\$ 8,885,000		\$ 9,751,758.59		\$ 9,884,000		\$ 11,915,333
	TOTAL AMOUNT OF ALTERNATES NO 1 AND NO. 2				\$ 10,051,000		No Bid				No Bid

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd ^{6th} day of NOVEMBER, 20 23, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and CB&I Storage Tank Solutions LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

NW IRVINEDALE DRIVE – ELEVATED WATER STORAGE TANK

The NW Irvinedale Drive – Elevated Water Storage Tank project includes the construction of a 2.5-million-gallon elevated water storage tank and related improvements on a City-owned site near the intersection of NW Irvinedale Drive and NW 36th Street in the City of Ankeny.

The improvements include the base bid of a 2.5-million-gallon composite elevated water storage tank or alternate bid of a 2.5-million-gallon hydropillar elevated water storage tank, mobilization, demobilization, general conditions, bulk water station package equipment and installation, clearing and grubbing, erosion control, construction entrance, concrete washout, approximately 700 CY of on-site embankment earthwork, 2700 CY of excavation haul-off earthwork, topsoil and finished grading, 1.3 acres of temporary and permanent seeding and mulch, concrete retaining wall, 1061 LF of chain link fencing and gate, 488 SY of 6" thick HMA driveway pavement, 1023 SY of 9" thick PCC driveway pavement, 787 SY of 7" thick PCC driveway pavement, 428 SY of 5" thick PCC trail pavement, 426 LF of 8" sanitary sewer and manholes, 271 LF of 15" storm sewer and structures, 345 LF of 24" water main, fittings, valves, hydrants, electrical service to elevated storage tank, pole mounted area lights, SCADA equipment, 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 Nine million, seven hundred fifty-one thousand, seven hundred fifty-eight, and 59/100 DOLLARS (\$9,751,758.59), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project no later than **November 30, 2025**. Full completion for the overall project shall be defined as all work including punch list items completed,

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).

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:

CONTRACTOR:

CB&I Storage Tank Solutions LLC
Contractor
By 
Signature **Shawn Lantis**
Regional Business Development Manager
Title (Please see attached Certificate of Resolution)
14105 S. Route 59
Street Address
Plainfield, IL 60544
City, State, Zip Code
815.439.6539
Telephone



Michelle Yuskas, City Clerk

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 6 6 - 8 6 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 N/A)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of N/A)
) 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 N/A)
) 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.

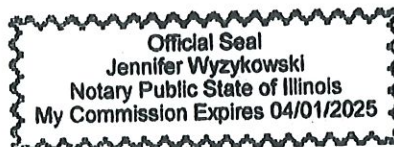
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of ILLINOIS)
) SS
WILL County)

On this 11th day of October, 2023, before me a Notary Public in and for said county, personally appeared Shawn Lantis, to me personally known, who being by me duly sworn did say that person is Shawn Lantis of said CB&I Storage Tank Solutions LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) CB&I Storage Tank Solutions LLC, and that said instrument was signed and sealed on behalf of the said CB&I Storage Tank Solutions LLC, by authority of its managers and the said Shawn Lantis acknowledged the execution of said instrument to be the voluntary act and deed of said CB&I Storage Tank Solutions LLC, by it voluntarily executed.

Jennifer Wyzkowski
Notary Public in and for the State of Ill. no. 3
My commission expires April 01, 2025



PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The Bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Provisions and Covenants					
1.01	Mobilization, Demobilization, General Provisions and Covenants	1	LS	\$ 175,000 -	\$ 175,000 -
Earthwork					
2.01	General Clearing and Grubbing	1	LS	\$ 26,525 -	\$ 26,525 -
2.02	Topsoil and Finished Grading	1358	CY	\$ 7.43 -	\$ 10,085.87 -
2.03	Excavation and Haul-Off, Class 10	2700	CY	\$ 15.92 -	\$ 42,970.50 -
2.04	Excavation and Embankment, Class 10	700	CY	\$ 40.32 -	\$ 28,222.60 -
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	2057	SY	\$ 40.32 -	\$ 82,934.13 -
Sewers and Drains					
4.01	15" Storm Sewer Pipe, RCP	271	LF	\$ 125.20 -	\$ 33,928.66 -
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	2	EA	\$ 1,591.50 -	\$ 3,183.00 -
4.03	6" Subdrains, Case B, Type 1	376	LF	\$ 10.03 -	\$ 3,769.95 -
4.04	6" Subdrains, Case C, Type 1	387	LF	\$ 8.22 -	\$ 3,182.20 -
4.05	6" Subdrains, Detention Pond	203	LF	\$ 8.62 -	\$ 1,748.91 -
4.06	6" Subdrain Cleanouts, Type A-1	11	EA	\$ 835.01 -	\$ 9,185.08 -
4.07	6" Subdrain Outlets Into Structure	5	EA	\$ 795.75 -	\$ 3,978.75 -
Water Mains and Appurtenances					
5.01	Water Main and Fittings Removal At and Including Connection to Existing 24" Water Main	1	LS	\$ 14,854 -	\$ 14,854 -
5.02	24" Water Main Open Cut, PVC or DIP, RJ	345	LF	\$ 721.48 -	\$ 248,910.60 -
5.03	4" Water Main Open Cut, PVC or DIP, RJ	45	LF	\$ 122.02 -	\$ 5,490.68 -
5.04	24" 45 Degree Bend	3	EA	\$ 9,283.75 -	\$ 27,851.25 -
5.05	24" x 6" Tee	2	EA	\$ 8,391.18 -	\$ 16,782.37 -
5.06	12" x 4" Tee, Cut Into Existing 12" Main	1	EA	\$ 10,079.50 -	\$ 10,079.50 -
5.07	24" Gate Valve	1	EA	\$ 34,117.52 -	\$ 34,117.52 -
5.08	4" Gate Valve	1	EA	\$ 3,705.01 -	\$ 3,705.01 -
5.09	Fire Hydrant Assembly Removal	3	EA	\$ 1,591.50 -	\$ 4,774.50 -
5.10	Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings, Relocated Hydrant	3	EA	\$ 5,305 -	\$ 15,915 -
Structures for Sanitary and Storm Sewers					
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Type SW-401	1	EA	\$ 12,732 -	\$ 12,732 -
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-507	3	EA	\$ 2,652.50 -	\$ 7,957.50 -
6.03	Circular Area Intake, Type SW-512	3	EA	\$ 822.28 -	\$ 2,466.83 -
6.04	Detention Basin Outlet Structure	1	EA	\$ 7,957.50 -	\$ 7,957.50 -
Streets and Related Work					
7.01	9" PCC Pavement, Driveway	1023	SY	\$ 152.78 -	\$ 156,298.03 -
7.02	7" PCC Pavement, Driveway	787	SY	\$ 159.15 -	\$ 125,251.05 -
7.03	6" PCC Curb and Gutter	30	LF	\$ 159.15 -	\$ 4,774.50 -
7.04	6" River Rock Surfacing	49	SY	\$ 51.99 -	\$ 2,547.46 -
7.05	Detectable Warnings	60	SF	\$ 63.66 -	\$ 3,819.60 -

Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Site Work and Landscaping					
8.01	Temporary Seeding, Fertilizing, and Mulching for Conventional Seeding, Type 4	1.3	AC	\$ 11,305.36 -	\$ 14,696.97 -
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Type 1	1.15	AC	\$ 5,580.86 -	\$ 6,417.99 -
8.03	Rip Rap for Pipe Outlet, Class E	25	TON	\$ 65.78 -	\$ 1,644.55 -
8.04	Silt Fence	1135	LF	\$ 5.29 -	\$ 6,009.13 -
8.05	Inlet Protection	7	EA	\$ 122.02 -	\$ 854.11 -
8.06	Stabilized Construction Entrance	1	EA	\$ 4,836.16 -	\$ 4,836.16 -
8.07	Concrete Washout	1	EA	\$ 2,652.50 -	\$ 2,652.50 -
8.08	Chain Link Fence	1061	LF	\$ 65.25 -	\$ 69,231.84 -
8.09	Swing Gate	1	EA	\$ 2,652.50 -	\$ 2,652.50 -
8.10	Retaining Wall	1	LS	\$ 291,775 -	\$ 291,775 -
8.11	Bollards	2	EA	\$ 1,061 -	\$ 2,122 -
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Raingarden Mixture	0.15	AC	\$ 202,078.06 -	\$ 30,311.71 -
8.13	Wattle	406	LF	\$ 15.69 -	\$ 6,371.03 -
8.14	Temporary Rolled Erosion Control Product (RECP)	976	SY	\$ 8.49 -	\$ 8,284.29 -
8.15	Tree - Maidenhair Tree	5	EA	\$ 689.65 -	\$ 3,448.25 -
8.16	Tree - Moraine Sweet Gum	7	EA	\$ 497.61 -	\$ 3,483.26 -
8.17	Tree - Redmond American Linden	4	EA	\$ 419.10 -	\$ 1,676.38 -
8.18	Tree - White Fir	4	EA	\$ 530.50 -	\$ 2,122 -
8.19	Tree - Eastern Redcedar	7	EA	\$ 466.84 -	\$ 3,267.88 -
8.20	Tree - Norway Spruce	4	EA	\$ 530.50 -	\$ 2,122 -
8.21	Shrub - Iroquois Beauty Black Chokeberry	8	EA	\$ 50.93 -	\$ 407.42 -
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	13	EA	\$ 50.93 -	\$ 662.06 -
8.23	Shrub - Hummingbird Summersweet	9	EA	\$ 55.17 -	\$ 496.55 -
Special Provisions Items					
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	1	LS	\$ 7,311,051.65 -	\$ 7,311,051.65 -
300	Bulk Water Station Package Equipment	1	LS	\$ 327,583.75 -	\$ 327,583.75 -
301	Bulk Water Station Installation (Shipping/Unloading, Concrete Foundation, Anchorage, Water and Sewer Piping Connections, Commissioning, etc.)	1	LS	\$ 79,575 -	\$ 79,575 -
600	Electrical for Site Service, Elevated Storage Tank, Bulk Water Station, Area Lights	1	LS	\$ 171,648.58 -	\$ 171,648.58 -
601	Area Lights Pole Mounted	2	EA	\$ 10,037.06 -	\$ 20,074.12 -
602	SCADA Equipment Installation (Level Transducer, PLC Panel, Antenna/Cable)	1	LS	\$ 12,519.80 -	\$ 12,519.80 -
	TOTAL AMOUNT OF BID - BASE BID				\$ 9,519,000 -
ADD ALTERNATE NO. 1					
1001	6" Granular Subbase for 6" HMA Pavement	488	SY	\$ 50.93 -	\$ 24,852.86 -
1002	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	LF	\$ 94.43 -	\$ 40,226.75 -
1003	4" Sanitary Sewer Service Stub, PVC	38	LF	\$ 159.15 -	\$ 6,047.70 -
1004	48" Circular Sanitary Sewer Manhole, Type SW-301	3	EA	\$ 12,732 -	\$ 38,196 -
1005	Connection to Existing Sanitary Sewer Manhole	1	EA	\$ 7,957.50 -	\$ 7,957.50 -
1006	6" HMA Pavement, Driveway	488	SY	\$ 97.03 -	\$ 47,349.88 -
1007	5" PCC Pavement, Sidewalk/Trail	428	SY	\$ 159.15 -	\$ 68,116.20 -
	TOTAL AMOUNT OF ADD ALTERNATE 1				\$ 232,746.90 -
ADD ALTERNATE NO. 2 - 2,500,000 GALLON HYDROPILLAR ELEVATED STORAGE TANK AMOUNT IN ADDITION TO THE 2,500,000 GALLON COMPOSITE ELEVATED STORAGE TANK IN THE BASE BID		1	LS	\$ NO BID -	\$ NO BID -

CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Eduardo S. Pérez, do hereby certify that I am the duly elected and acting Secretary of **CB&I Storage Tank Solutions LLC**, a Delaware limited liability company (the "Company"), and that as such officer I am duly authorized to make this certificate on behalf of the Company.

I further certify that by consent in lieu of a meeting dated January 5, 2021, the Sole Member of the Company adopted the following resolution in accordance with the Company's Limited Liability Company Agreement:

RESOLVED, that the President, any Vice President, the Treasurer, or any regional sales manager, contracting manager, regional construction manager, manufacturing manager, project manager, or business development manager heretofore or hereafter appointed by the Company or any other sales representative as may from time to time be designated by any one of the President, any Vice President, or the Treasurer, is authorized to make bids, prepare quotations, and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to otherwise bind and obligate the Company in the conduct of its normal business.

I further certify that the foregoing resolution is in full force and effect and that the following are hereby duly designated by the undersigned Bradley M. Veath, Vice President-Sales of the Company, and have the authority to act on behalf of the Company as outlined above:

Dave Beck	<i>Construction Manager</i>	Shawn Lantis	<i>Regional Sales Mgr</i>
James E. Bohinski	<i>Operations Manager</i>	Peter Loduha	<i>Project Manager</i>
Peter M. Murphy	<i>Director Operations</i>	Jason Nellis	<i>Business Development Mgr</i>
Robert Sciano	<i>Business Development Mgr</i>	Drew Rockafellow	<i>Project Manager</i>
Jonathan Cooper	<i>Project Manager</i>	Steve Swanson	<i>Construction Supervisor</i>
Ryan Wolseley	<i>Project Manager</i>	Todd Schorzmann	<i>Construction Supervisor</i>
Lance Jansen	<i>Project Manager</i>	Andrew Whitaker	<i>Business Development Mgr</i>
Brett Keller	<i>Construction Supervisor</i>	Adam Houck	<i>Business Development Rep</i>
Dan Knight	<i>Business Development Mgr</i>	Elias Yazbeck	<i>Business Development Rep</i>
Charlie Rangel	<i>Business Development Mgr</i>	Jordan S. Ellis	<i>Project Manager</i>
Mark A. Hall	<i>Sr. Project Manager</i>	Bryan Holmes	<i>Regional Sales Mgr</i>
Chris J. Martell	<i>Sr. Project Manager</i>	George Johnson	<i>Business Development Mgr</i>
Vincent Casalino	<i>Business Development Mgr</i>	Rony BouNehme	<i>Regional Sales Mgr</i>

This certificate shall remain in full force and effect for ninety (90) days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of CB&I Storage Tank Solutions LLC, this 11th of October, 2023.

DocuSigned by:

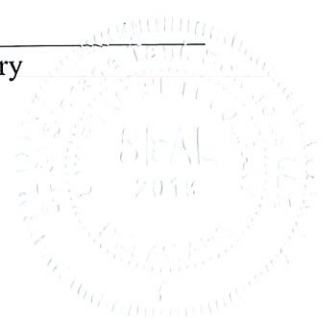
Bradley M. Veath

Bradley M. Veath, Vice President-Sales

DocuSigned by:

Eduardo S. Pérez

Eduardo S. Pérez, Secretary



PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond No. 30193489

KNOW ALL BY THESE PRESENTS:

That we, CB&I Storage Tank Solutions LLC, as Principal (hereinafter the "Contractor" or "Principal") and Western Surety Company as Surety, are held and firmly bound unto the City of Ankeny, Iowa, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Nine Million Seven Hundred Fifty One Thousand Seven Hundred Fifty Eight and 59/100 Dollars (\$9,751,758.59), 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 thirteenth day of November, 2023 (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK

The NW Irvinedale Drive - Elevated Water Storage Tank project includes the construction of a 2.5-million-gallon elevated water storage tank and related improvements on a City-owned site near the intersection of NW Irvinedale Drive and NW 36th Street in the City of Ankeny.

The improvements include the base bid of a 2.5-million-gallon composite elevated water storage tank or alternate bid of a 2.5-million-gallon hydropillar elevated water storage tank, mobilization, demobilization, general conditions, bulk water station package equipment and installation, clearing and grubbing, erosion control, construction entrance, concrete washout, approximately 700 CY of on-site embankment earthwork, 2700 CY of excavation haul-off earthwork, topsoil and finished grading, 1.3 acres of temporary and permanent seeding and mulch, concrete retaining wall, 1061 LF of chain link fencing and gate, 488 SY of 6' thick HMA driveway pavement, 1023 SY of 9" thick PCC driveway pavement, 787 SY of 7' thick PCC driveway pavement, 428 SY of 5' thick PCC trail pavement, 426 LF of 8" sanitary sewer and manholes, 271 LF of 15" storm sewer and structures, 345 LF of 24" water main, fittings, valves, hydrants, electrical service to elevated storage tank, pole mounted area lights, SCADA equipment, 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 two (2) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform **the Contract;**
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 3rd day of November 2023 .

PRINCIPAL:

CB&I Storage Tank Solutions LLC
Contractor
By [Signature]
Signature Shawn Lantis
Regional Business Development Manager
Title
(Please see attached Certificate of Resolution)

SURETY:

WESTERN SURETY COMPANY
Surety Company
By [Signature]
Signature Attorney-in-Fact Officer
Gina A. Rodriguez
Printed Name of Attorney-in-Fact Officer
Western Surety Company
Company Name
151 N. Franklin Street
Company Address
Chicago, IL 60606
City, State, Zip Code
312-822-5000
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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Michael J Herrod, Terri L Morrison, Gina A Rodriguez, Andrea M Penaloza, Donna L Williams, Vanessa Dominguez, Misty Wright, Amanda George, Erin M Dennison, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of July, 2021.

WESTERN SURETY COMPANY



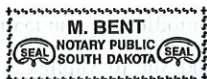
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

2/1/2024

DATE (MM/DD/YYYY)

10/2/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1315326 CB&I STORAGE TANK SOLUTIONS LLC. A SUBSIDIARY OF MCDERMOTT INTERNATIONAL LTD. 915 N. ELDRIDGE PARKWAY HOUSTON TX 77079	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Greenwich Insurance Company	
	INSURER B : XL Specialty Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES *****CERTIFICATE NUMBER:** 19933525**REVISION NUMBER:** XXXXXXXX

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BROAD FORM PD <input checked="" type="checkbox"/> CONT. LIAB & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CGD7409489	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CAD7409490	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	CWD7409487 (AOS) CWR7409488 INCLUDES STOP GAP	2/1/2023 2/1/2023 2/1/2023	2/1/2024 2/1/2024 2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19933525
CITY OF ANKENY
HDR ENGINEERING INC.
410 W 1ST ST
ANKENY IA 50023

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

RE: CONTRACT NO. NW IRVINEDALE DRIVE- ELEVATED WATER STORAGE TANK ENGINEER PROJECT NO. 10345779/ CB&I PROJECT NO. 252422. 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, AND ALL ITS OFFICERS, AGENTS, AND CONSULTANTS AND HDR ENGINEERING, INC. ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY COVERAGES, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF 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, AND ALL ITS OFFICERS, AGENTS, AND CONSULTANTS AND HDR ENGINEERING, INC. APPLIES TO WORKERS COMPENSATION, GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY COVERAGES AS REQUIRED BY WRITTEN CONTRACT AND WHERE PERMITTED BY STATE LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES (EXCEPT FOR NON-PAY).

POLICY NUMBER: CGD7409489
COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Additional Insured (Blanket) – Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.	Various as required per written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 4. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
5. Required by the contract or agreement; or
 6. Available under the applicable Limits of Insurance whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CGD7409489
GENERAL LIABILITY

COMMERCIAL

CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations	Location And Description Of Completed Operations
Additional Insured (Blanket) – Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.	Various as required per written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 37 12 19

POLICY NUMBER: CGD7409489

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the named Insured, and that is executed prior to the accident or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the schedule above.

POLICY NUMBER: CGD7409489

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605
©, 2005, XL America, Inc.

POLICY NUMBER: Greenwich Insurance Company
COMMERCIAL AUTO

CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary non-contributory basis, in a written contract or agreement executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: CAD7409490

**COMMERCIAL AUTO
CA 04 44 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): All persons and/or organizations that are required by written contract or agreement with the Insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

CA 04 44 10 13

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED.

**(THE INFORMATION BELOW IS REQUIRED ONLY WHEN THIS ENDORSEMENT IS ISSUED
SUBSEQUENT TO PREPARATION ON THE POLICY.)**

Endorsement Effective: 2/1/2023

Policy No.: CWD7409487 (AOS), CWR7409488

Insurance Company: XL Specialty Insurance Company



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

N Ankeny Boulevard Fiber Optic Upgrade: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Communication Data Link in the amount of \$161,073.50; and c) Final Payment #3 in the amount of \$651.84; and Retainage Payment in the amount of \$4,026.84.

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 Communication Data Link of Grimes, Iowa for the N Ankeny Boulevard Fiber Optic Upgrade.

The project is now complete. The project replaced an important backbone section of the City's fiber optic network, that had insufficient bandwidth and significant reliability issues. The new infrastructure was placed at sufficient depth to avoid freezing, with additional single-mode fiber optic cables for both the needs of overall City agency communications and the traffic signal network.

A series of actions are needed in order to close out this construction project:

- a) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.
- b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the N Ankeny Boulevard Fiber Optic Upgrade and establishes the final contract amount to be \$161,073.50.
- c) Final Payment: Communication Data Link = \$651.84

Retainage Payment: Communication Data Link = \$4,026.84

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 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Accept the Engineer's Certificate of Completion for the N Ankeny Boulevard Fiber Optic Upgrade.
3. Adopt the Resolution accepting the N Ankeny Boulevard Fiber Optic Upgrade in the final contract amount of \$161,073.50.
4. Authorize Final Payment in the amount of \$651.84 and Retainage Payment in the amount of \$4,026.84.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):




March 7, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Pay Application #3 & Final
 Resolution

CERTIFICATE OF COMPLETION

N ANKENY BOULEVARD FIBER OPTIC UPGRADE **Ankeny, Iowa**

November 6, 2023

This is to certify that the construction improvements on the **N Ankeny Boulevard Fiber Optic Upgrade** project (Finance Project Number 965.4456) have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$161,073.50***. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrew Houchin', with a stylized flourish at the end.

Andrew Houchin, P.E.
Traffic Engineer
Snyder & Associates, Inc.
Iowa License Number P25711

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Fiber Optic Upgrade
Contractor: Communication Data Link
Address: 1305 SW 37th St, Grimes, IA 50111
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 4289

Date of Council Meeting: 11/06/23 **PAYMENT REQUEST #** 3 *Final*
PAYMENT PERIOD: From: 12/21/22 Through: 09/12/23

Contract Summary

Original Contract Amount:	\$	178,979.00	
Net change by Change Orders:	\$	(17,905.50)	
Contract Amount to Date: (line 1 ± 2)	\$	161,073.50	
Total completed and stored to date:	\$	161,073.50	
Retainage: 2.5 % of Completed Work:	\$	4,026.84	
Total Earned less Retainage:	\$	157,046.66	
Less previous applications for payment:	\$	145,894.82	
SUBTOTAL	\$		11,151.84
OTHER CHARGES (Attach an itemized list)	\$		(10,500.00)
			(Refer to attached Memo)
CURRENT PAYMENT DUE	\$		651.84

Balance to finish, including retainage: \$ 4,026.84

Contract Time Remaining (If applicable) N/A Completion Date October 31, 2022

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: Communication Data Link
 Firm Name
 Signature *Christopher Suedmeir* Date 10/27/23

Engineer / Consultant Approval: Snyder & Associates
 Firm Name
 Signature *Andrew Houchin* Date 10/23/23

City of Ankeny Staff Approval:
 Signature *Leslie Hart* Date 10/30/23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 21, 2022	\$ 97,584.95
2	January 3, 2023	\$ 48,309.87
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51.0		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 145,894.82

Record of Change Orders

No.	Date	Amount
1	November 21, 2022	\$ (75.00)
2	January 3, 2023	\$ (17,830.50)
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ (17,905.50)

Contract Time Remaining

Contract Period:	Completion Date
Construction Start Date:	March 7, 2022
Completion Date:	October 31, 2022

Substantial Completion

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

Full Completion

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	TYPE III - 24" x 36" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	7	(3)	4	\$ 1,200.00	\$ 4,800.00		\$ -	4.00	4	\$ 4,800.00	0	100.00%
2	TYPE IV - 30" x 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	6	0	6	\$ 1,500.00	\$ 9,000.00		\$ -	6.00	6	\$ 9,000.00	0	100.00%
3	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT SM (CITY FURNISHED)	LIN FT	7,020	301	7,411	\$ 1.50	\$ 11,116.50		\$ -	7,411.00	7,411	\$ 11,116.50	0	100.00%
4	INSTALL ONE (1) FIBER OPTIC CABLES 48 CT OR LESS (CITY FURNISHED)	LIN FT	1,940	(1,228)	712	\$ 0.75	\$ 534.00		\$ -	712.00	712	\$ 534.00	0	100.00%
5	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5,860	150	6,010	\$ 13.50	\$ 81,135.00		\$ -	6,010.00	6,010	\$ 81,135.00	0	100.00%
6	SPLICE CASE	EACH	652	(338)	314	\$ 42.00	\$ 13,188.00		\$ -	314.00	314	\$ 13,188.00	0	100.00%
7	FIBER ENCLOSURE, 12 PANEL CAPACITY, CCH-04U	EACH	4		4	\$ 650.00	\$ 2,600.00		\$ -	4.00	4	\$ 2,600.00	0	100.00%
8	FIBER ENCLOSURE, 12 PANEL CAPACITY, CCH-04U	EACH	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	1	\$ 1,500.00	0	100.00%
9	FIBER ENCLOSURE, 12 PANEL CAPACITY, CCH-04U	EACH	3		3	\$ 1,000.00	\$ 3,000.00		\$ -	3.00	3	\$ 3,000.00	0	100.00%
10	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	3	10	13	\$ 800.00	\$ 10,400.00		\$ -	13.00	13	\$ 10,400.00	0	100.00%
11	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00RE	EACH	18	(14)	4	\$ 700.00	\$ 2,800.00		\$ -	4.00	4	\$ 2,800.00	0	100.00%
12	FIBER OPTIC CABLE REMOVAL	LS	1		1	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00		1.00	\$ 7,000.00	0	100.00%
13	MOBILIZATION	LS	1		1	\$ 4,000.00	\$ 4,000.00		\$ -	1.00	1.00	\$ 4,000.00	0	100.00%
14	TRAFFIC CONTROL	LS	1		1	\$ 10,000.00	\$ 10,000.00	0.05	\$ 500.00	0.95	1.00	\$ 10,000.00	0	100.00%
	CHANGE ORDER ITEMS													
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 161,073.50 PAY PERIOD = \$ 7,500.00

COMPLETED = \$ 161,073.50

100.00%

OTHER CHARGES FORM



Project Title: N Ankeny Blvd Fiber Optic Upgrade
Contractor: Communication Data Link
Address: 1305 SW 37th St, Grimes, IA 50111
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 4289

Memo: Documentation of Liquidated Damages

Purpose of Other Charges:

The construction contract completion date was October 31, 2022 and liquidated damages were set at \$500 per calendar day after October 31, 2022 until the project was fully completed. The contractor did not complete construction until September 12, 2023. Construction on the project was completed 316 calendar days beyond the construction contract completion date. As a result of this additional time for project completion, the Consultant incurred \$10,500 in additional construction administration and construction observation costs beyond the Consultant's Agreement with the City. Liquidated damages will be used to offset the additional construction administration and observation costs.

Engineer Approved: Snyder & Associates

Signature: [Signature] Firm Name: Snyder & Associates
 Date: 10/23/23

Andrew Houchin, P.E.
 Owner Accepted: reviewed by Matt 10/30/23 City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Other Charges Amount: \$ (10,500.00)

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

WHEREAS, on the 7th day of March, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Communication Data Link of Grimes, Iowa, for the construction of certain public improvements generally described as the North Ankeny Boulevard Fiber Optic Upgrade; 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 November 6, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$161,073.50, as shown in the report of the Engineer.

PASSED AND APPROVED this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the North Four Mile Creek Trunk Sewer - Phase 2 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 11/28/23 @ 10:30 a.m./date of hrg: 12/4/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the North Four Mile Creek Trunk Sewer - Phase 2 project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost; and setting a date for the filing of bids on the project.

The North Four Mile Creek Trunk Sewer - Phase 2 project includes the extension of a 30-inch sanitary sewer north along North Ankeny Blvd. for approximately 1,250 lineal feet to the north, then it will continue north with a 18-inch diameter sewer for another 700 lineal feet to the north end of the project in the City of Ankeny.

The construction improvements include the installation of approximately, 1250 lineal feet of 30-inch sanitary sewer with trenched and trenchless methods, 700 lineal feet of 18-inch sanitary sewer with trenched and trenchless methods, 5 sanitary manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than December 11, 2023, and no later than April 15, 2024. The contractor will have 110 Working Days to fully complete the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: November 6, 2023
2. Post Notice to Bidders and Notice of Public Hearing: November 8, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: November 17, 2023
4. Bid Opening (10:30 A.M., Public Services Building): November 28, 2023
5. Public Hearing and Contract Award: December 4, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2023 - 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 November 28, 2023, and setting the public hearing date as December 4, 2023, for the North Four Mile Creek Trunk Sewer - 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 November 8, 2023, and to be published in the Des Moines Register on November 17, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NORTH FOUR MILE CREEK TRUNK SEWER - 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 NORTH FOUR MILE CREEK TRUNK SEWER - 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 North Four Mile Creek Trunk Sewer - 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, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the North Four Mile Creek Trunk Sewer - 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 North Four Mile Creek Trunk Sewer – Phase 2 Project will extend a 30-inch sanitary sewer north along NW Ankeny Boulevard approximately 1250 LF, and then continue extension north with an 18-inch sanitary sewer for approximately 700 LF to the end of the project.

The North Four Mile Creek Trunk Sewer – Phase 2 project includes installation of approximately 700 LF of 18-inch sanitary sewer with trenched and trenchless methods, 1250 LF of 30-inch sanitary sewer with trenched and trenchless methods, 3 EA of 48-inch sanitary sewer manholes, 2 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 28, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on December 4, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on December 4, 2023.

PASSED AND APPROVED this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

NORTH FOUR MILE CREEK TRUNK SEWER - 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), and estimated cost, for the **North Four Mile Creek Trunk Sewer - Phase 2** project at its meeting at **5:30 P.M. on the 4th day of December, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **28th day of November, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 28th day of November, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 4th day of December, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than December 11th, 2023 and no later than April 15th, 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 December 2023.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Foth Infrastructure and Environment, LLC, 8191 Birchwood Court, Suite L, Johnston, IA 50131. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-254-1393 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

The North Four Mile Creek Trunk Sewer – Phase 2 Project will extend a 30-inch sanitary sewer north along NW Ankeny Boulevard approximately 1250 LF, and then continue extension north with an 18-inch sanitary sewer for approximately 700 LF to the end of the project.

The North Four Mile Creek Trunk Sewer – Phase 2 project includes installation of approximately 700 LF of 18-inch sanitary sewer with trenched and trenchless methods, 1250 LF of 30-inch sanitary sewer with trenched and trenchless methods, 3 EA of 48-inch sanitary sewer manholes, 2 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project in **one hundred ten (110) working days**. Full completion for the overall project shall be defined as all work including utility construction, surface restoration, punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not 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 **6th day of November, 2023**.

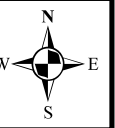
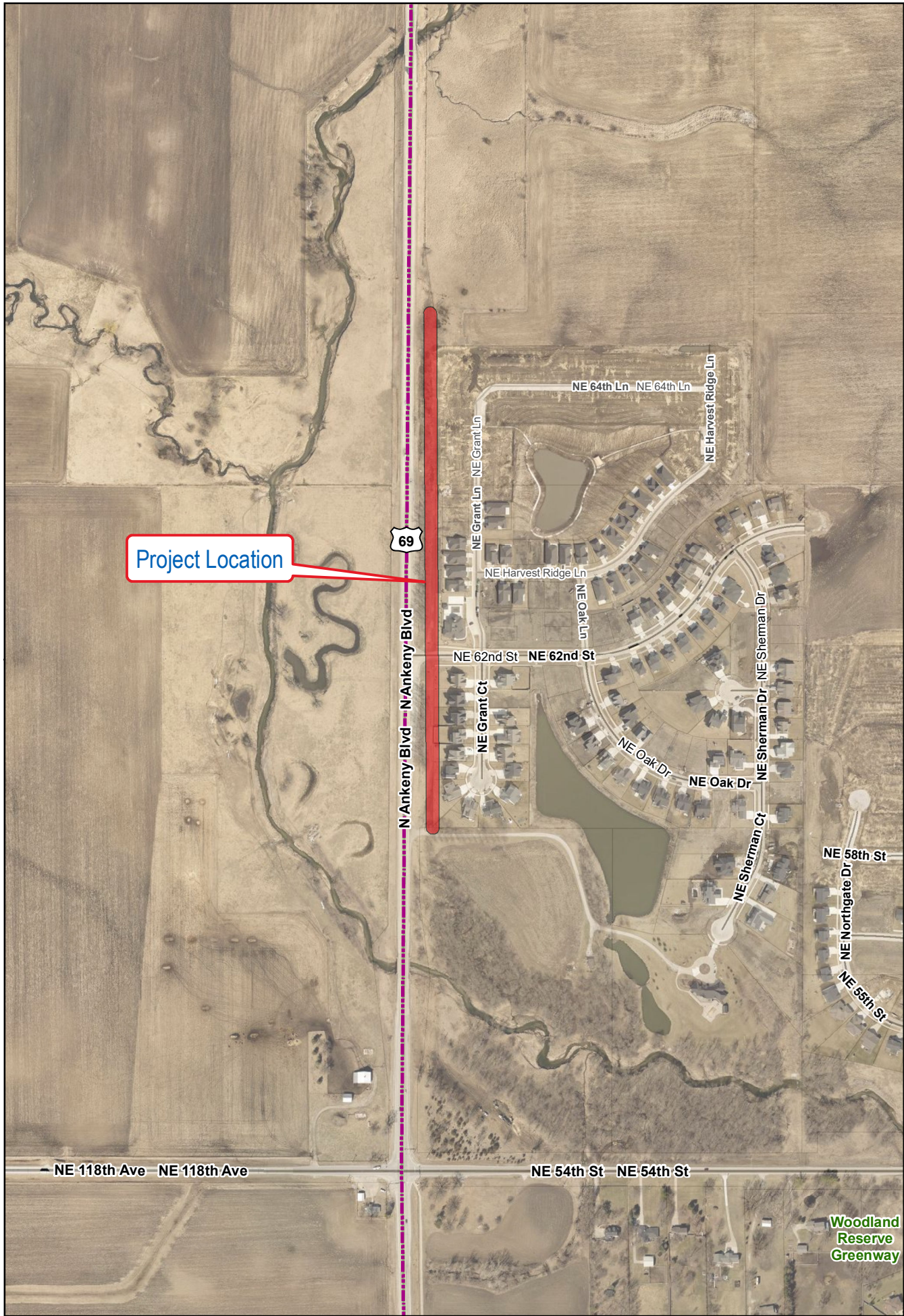
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **8th day of November, 2023**.

Published in the Des Moines Register the **17th day of November, 2023**.



North Four Mile Creek Trunk Sewer - Phase 2



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve certification to the Treasurer of State the population of the Hope K Farms, LLC annexed territory as determined by the last certified federal census of said territory.

EXECUTIVE SUMMARY:

The voluntary urbanized annexation of Hope K Farms, LLC was filed with the Polk County Recorder and the Secretary of State on September 11, 2023. In any case where a city has annexed territory since the last available federal census or special federal census, the Mayor and Council shall certify to the Treasurer of State the population of such annexed territory as determined by the last certified federal census of said territory.

Population was verified with Polk County Maps and a data.census.gov search with 2020: DEC Redistricting Data (PL 94-171).

Block 1056: 176 people, 80 houses

According to the Polk County General Map, it appears that four houses are located within the annexation area. Using that ratio, we could claim 1/20th (4/80) of the population, resulting in 8.8 people.

Block 1058: 43 people, 20 houses

According to the Polk County General Map, it appears that two houses are located within the annexation area. Using that ratio, we could claim 1/10th (2/20) of the population, resulting in 4.3 people.

Total population count of 13 people.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of certified population by the Mayor and City Council to the Treasurer of State.




PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Map
 Certification to Treasurer of State

RESOLUTION 2023-241

**RESOLUTION ANNEXING CERTAIN TERRITORY OWNED BY HOPE K FARMS, LLC
AND CLAYTON MITCHELL LIVING TRUST, LOCATED ADJACENT TO
THE SOUTHEAST QUADRANT FO THE CITY OF ANKENY**

WHEREAS, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE Berwick Drive.

WHEREAS, it is understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described property are to be installed at the sole expense of the developer of said property; and

WHEREAS, it appears that the above-referenced owners are the only titleholders of the respective, above-described property; and

WHEREAS, in order to avoid the creation of islands or to create more regular boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described property:

LEGAL DESCRIPTION:

LOT 1, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 1, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 3, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 4, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 5, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 6, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 7, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 8, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 9, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 10, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 26.11 acres (+/-) of land adjacent to the petitioned parcels.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road; and


WHEREAS, all non-consenting owners of the above properties, all owners of property adjoining the territory, the Chairperson of the County Board of Supervisors, all affected public utilities, the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, and Regional Planning Authority have been notified 14 business days prior to the date of this resolution by regular mail; and all non-consenting property owners and affected public utilities have been notified by 14 business days prior to the date of this resolution by certified mail; and, further, notice of the proposed annexation was published at least 14 business days prior to the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described territory should be annexed, and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized and directed to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution; and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map, and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.


PASSED AND APPROVED this 5th day of June, 2023.

CITY OF ANKENY, IOWA

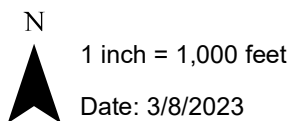
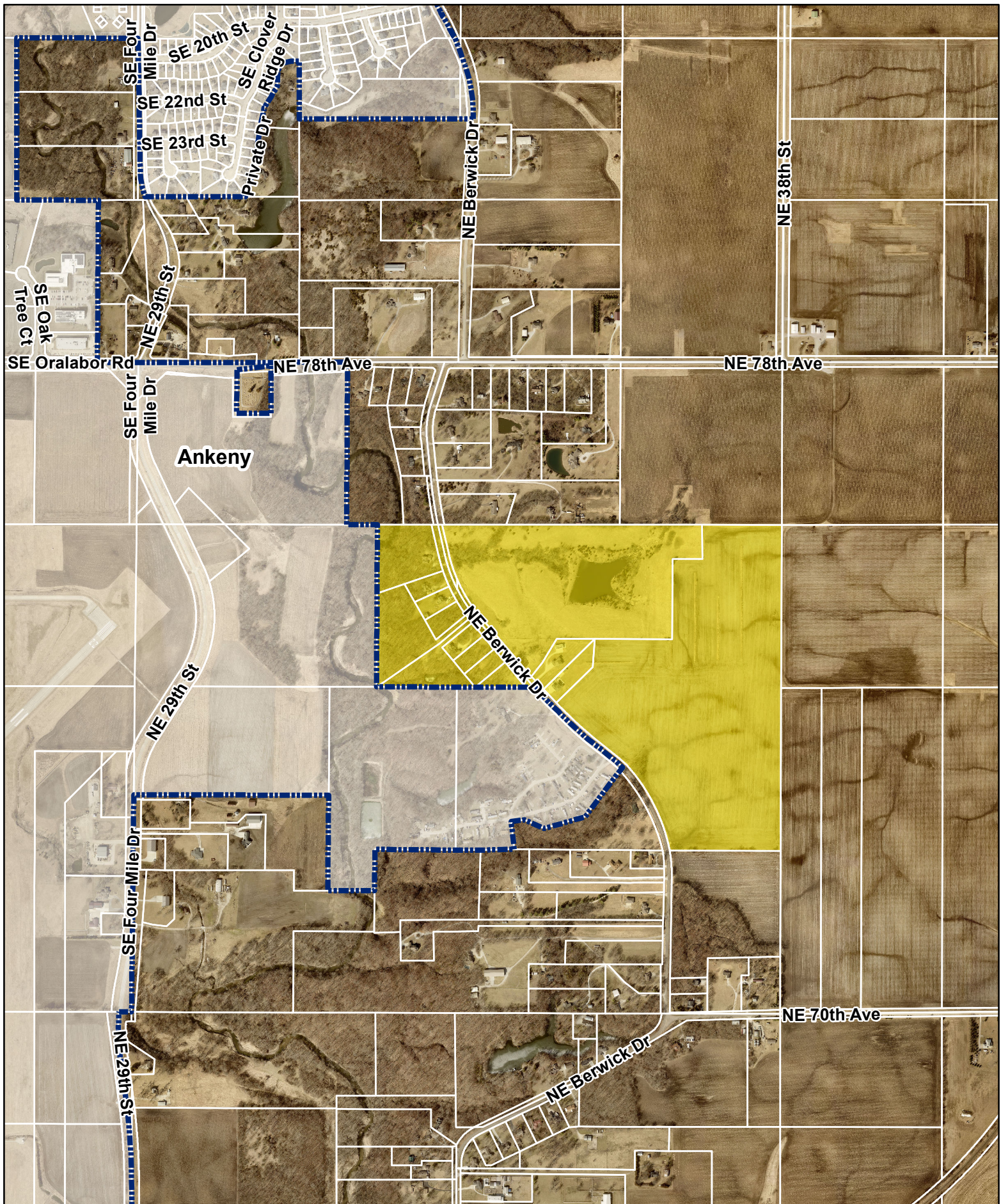
DocuSigned by:

4C9E47CBE956471...

Mark E. Holm, Mayor

ATTEST:

DocuSigned by:

7E497FC63C464A9...

Michelle Yuska, City Clerk



Berwick-ATI Group
80/20 Voluntary Urbanized Annexation



November 7, 2023

Treasurer of the State of Iowa
c/o RUT Accounting
1st Floor Lucas State Office Building
321 E. 12th Street
Des Moines, IA 50319

RE: City of Ankeny Annexation

Treasurer of the State of Iowa:

The City of Ankeny has completed the voluntary annexation that is described by the enclosed legal description and map.

The enclosed described property was Voluntarily Annexed by Resolution 2023-241, approved on June 5, 2023 by the Ankeny City Council after a public hearing held on that date.

Attached hereto for your records is a copy of the Resolution with attached property legal description and map of the parcels approved for annexation by the Council.

Also attached is an email from Derek Silverthorn, City of Ankeny Associate Planner, verifying the area's 2020 census data with the Polk County General Map.

Per the Iowa Code section 312.3(4), please consider this letter as certification of the population of this area to be thirteen (13) as of the 2020 Census.

Sincerely yours,

Mark Holm, Mayor

Enc:
Resolution 2023-241
Map of Annexed Area
Email - Derek Silverthorn, City of Ankeny Associate
Planner



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve 2024 Parks & Recreation Department fees.

EXECUTIVE SUMMARY:

Purpose: To adopt an official set of fees for charges that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Parks & Recreation Department.

The Department's mission is to build a better Ankeny through clean and safe parks, quality recreation programs, connected trails and well-maintained facilities. Our professional staff continues to plan and provide a variety of enjoyable and cost-effective recreation, sports, environmental and cultural arts programs and services.

The Parks & Recreation fee proposal encompasses all of the programs, leagues, events, facilities, rentals and services planned for the upcoming year.

A main objective of the fee structure is to ensure participation in our programs and services from Ankeny and the surrounding communities. In developing fee recommendations, staff considers the following:

- Analyzes applicable trends regarding each program area
- Reviews each program's financial report, noting any issues, revenue opportunities and participation trends
- Performs benchmarking of fees and programs from similar Parks & Recreation agencies to provide a standard for which our offerings can be assessed
- Evaluates indirect costs and overhead expenses
- Demand for a service or facility
- Stipulates differences in resident and non-resident fees, financial hardship assistance and refund policy
- The amount of the applicable fee shall be commensurate with the benefits and services provided

The Parks & Recreation department continues to explore and strengthen our program partners and participants through a collaboration of unique sponsorship opportunities. Through these partnerships we are able to offer high quality programs and services while keeping the cost for these public services to a minimum.

Periodically, new programs will be added by the department over the course of the calendar year. The added programs and applicable fees will appear on the department's fee sheet the coming year and follow the financial policies outlined in the Standard Administrative Policy and Procedures Manual.

FISCAL IMPACT: Yes

Revenue generation in Parks & Recreation continues to improve and further helps the general fund subsidy of the Department. With the fee structure following a March to February time frame, it is difficult to project actual revenues that will be generated in any one fiscal year.

CITY MANAGER'S RECOMMENDATIONS:

Approve 2024 fee structure.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Park Board approved the fee structure at its October 30, 2023 meeting.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 2024 Parks & Recreation Department Fees



Key							Justification/Comments
New Program Offered							
Increase in Fee							
Decrease in Fee							
YEAR	2020	2021	2022	2023	2024	NR	Justification/Comments
ADULT							
AR Workshop Art Classes			Varies	Varies	Varies	Varies	Contracted programming held at AR workshop - price varies by length and time
Bags - \$10 late fee							
Spring League	\$30.00	\$30.00	\$30.00	\$30.00	\$33.00	-	10 week season plus tourney. 10% increase to cover new bags, paint for lines
Fall League	\$25.00	\$25.00	\$25.00	\$25.00	\$28.00	-	6 week season plus tourney. 10% increase to cover new bags, paint for lines
Summerfest - Tournament	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	-	
Cake Decorating				\$80.00	\$80.00	\$104.00	Specialty program under contract. % split between City and Contractor.
Kickball - \$25 late fee							
Spring League	\$100.00	\$100.00	\$100.00	\$110.00	\$110.00	-	
Fall League	\$60.00	\$60.00	\$60.00	\$70.00	\$70.00	-	
Men's Basketball - \$25 late fee							
Winter League	\$381.00	\$415.00	\$415.00	\$435.00	\$435.00	-	
Miracle League	Free	Free	Free	Free	Free	-	
Pickleball - \$10 late fee							
Pickleball League	\$25.00	\$25.00	\$25.00	\$25.00	\$30.00	-	
Pickleball Tournament	\$18.00	\$18.00	\$20.00	\$20.00	\$20.00	-	Spring and fall offerings (Greentree Park and/ACSD gyms)
Pickleball Clinics					\$36.00	\$47.00	Run by Lifetime Fitness
Sand Volleyball - \$25 late fee							
Spring League	\$130.00	\$130.00	\$140.00	\$150.00	\$150.00	-	10 week regular season; self-officiated.
Fall League	\$85.00	\$85.00	\$95.00	\$105.00	\$105.00	-	6 week regular season; self-officiated.
Summerfest - Tournament	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	-	
Softball - \$25 late fee							
Officiated							
Men's - Mon./Tues./Wed.	\$390.00	\$390.00	\$420.00	\$440.00	\$440.00	-	Contract with Central Iowa Officials for umpiring (\$35/game)
Coed	\$390.00	\$390.00	\$420.00	\$440.00	\$440.00	-	Contract with Central Iowa Officials for umpiring (\$35/game)
Fall Men's - Mon./Tues./Wed.	\$210.00	\$210.00	\$225.00	\$245.00	\$245.00	-	Contract with Central Iowa Officials for umpiring (\$35/game)
Fall Coed	\$210.00	\$210.00	\$225.00	\$245.00	\$245.00	-	Contract with Central Iowa Officials for umpiring (\$35/game)
Unofficiated							
Coed					\$200.00	-	New option, consistent with price per game minus official fee
Fall Coed					\$115.00	-	New option, consistent with price per game minus official fee
Summerfest - Tournament	\$175.00	\$175.00	\$190.00	\$190.00	\$215.00	-	Added in home run cost to total cost up front.
Tae Kwon Do	\$45.00	\$45.00	\$49.00	\$65.00	\$75.00	\$98.00	Specialty program under contract. % split between City and Contractor.
Tennis Clinics - Adult	\$50.00	\$50.00	\$50.00	\$50.00	\$66.00	\$86.00	Specialty program under contract. % split between City and Contractor.
Volleyball - \$25 late fee							
Coed	\$212.00	\$212.00	\$222.00	\$232.00	\$232.00	-	11 games guaranteed.
Men's	\$212.00	\$212.00	\$222.00	\$232.00	\$232.00	-	11 games guaranteed.
Women's	\$212.00	\$212.00	\$222.00	\$232.00	\$232.00	-	11 games guaranteed.
Yoga							
Yoga in the Park	Free	Free	Free	Free	Free	Free	Program sponsored by UnityPoint
ACC Memberships							
Memberships							
Seniors			Free	Free	Free	\$45.00	
Residents/Non-Residents			\$60.00	\$60.00	\$65.00	\$90.00	
Day Pass			\$5.00	\$5.00	\$5.00	\$5.00	
ACC Programs/Leagues							
Ankeny Art Center Programs - Adult				Varies	Varies	Varies	Specialty program under contract. % split between City and Contractor.
Burn & Build Bootcamp				\$40.00	\$42.00	\$55.00	To cover instructor pay increase
Day Trips/Tours				Varies	Varies	Varies	Price based on trip.
Dinner Delights				\$130.00	\$145.00	\$189.00	Specialty program under contract. % split between City and Contractor.
Drop Shot Pickleball Clinic				\$5.00	\$5.00	\$7.00	Volunteer instructors
Gentle Yoga				\$40.00	\$42.00	\$55.00	To cover instructor pay increase
Holiday Cookies & Cocoa				\$10.00	\$10.00	\$13.00	
Indoor Golf							
Junior Clinics				\$75.00	\$80.00	\$104.00	4.5 contact hours
Private Lessons				\$75.00	\$75.00	\$98.00	1 hour lesson
Private Lessons Package (3 lessons)					\$200.00	\$260.00	\$25 discount to purchase the package
Indoor Golf Simulator Rental			\$25/\$35 hour	\$25/\$35 /hour	\$33/\$46 /hour		
Line Dancing				\$40.00	\$10.00	\$13.00	New volunteer instructor
Pickleball Drills & Thrills Clinic				\$5.00	\$5.00	\$7.00	Volunteer instructors
Pickleball Leagues				\$35.00	\$40.00	\$52.00	Get 13+ games divided by 2 players = \$1.35/per person/per game.
Pickleball Tournaments				\$10.00	\$10.00	\$13.00	
Pickleball T-Shirts Sales				\$20.00	\$20.00	\$20.00	
Qigong				\$40.00	\$42.00	\$55.00	To cover instructor pay increase
Ritchie Lee Concert				\$7.00	\$7.00	\$7.00	Sponsors to cover the band
Rivieras Concert					\$12.00	\$12.00	No sponsor
Salsa Dancing				\$75.00	\$75.00	\$98.00	Specialty program under contract. % split between City and Contractor.
Senior Expo (attendees)				Free	Free	Free	500 attendees in 2022
Senior Expo (vendors)				\$125.00	\$150.00	\$150.00	45 vendors
Senior Strength				\$40.00	\$42.00	\$55.00	To cover instructor pay increase
Tai Chi				\$40.00	\$42.00	\$55.00	To cover instructor pay increase
Urban Pole Walking					Free	Free	Partnership with Above & Beyond Cancer (they pay instructor cost)
Wreath Making Class				\$33.00	\$40.00	\$52.00	Increase in supplies cost.
Yoga for Transformation				\$40.00	\$42.00	\$55.00	To cover instructor pay increase
Yoga via Zoom					\$40.00	\$52.00	Specialty program under contract. % split between City and Contractor.
Zumba Gold				\$40.00	\$42.00	\$55.00	To cover instructor pay increase
YOUTH							
All-Around Athlete	\$46.00	\$46.00	\$49.00	\$49.00	\$51.00	\$66.00	
All Day Athlete Lock-In	\$32.00	\$32.00	\$35.00	\$35.00	\$37.00	\$48.00	
Ankeny Art Center Programs - Youth				Varies	Varies	Varies	Contracted programming held at Art Center
AR Workshop Art Classes			Varies	Varies	Varies	Varies	Contracted programming held at AR Workshop
Babysitting Basics Class	\$45.00	\$45.00	\$45.00	\$45.00	\$47.00	\$61.00	5 hour class that includes lunch, presentations from FD & PD.
Basketball - \$10 late fee							
Youth Basketball 4 - 7 Grade	\$71.00	\$74.00	\$79.00	\$81.00	\$83.00	\$108.00	
Youth Basketball 2 - 3 Grade	\$50.00	\$58.00	\$63.00	\$65.00	\$67.00	\$87.00	
Hoop-Stars Camp	\$55.00/\$85.00	\$55.00/\$85.00	\$55.00/\$85.00	\$65.00/\$95.00	\$65.00/\$95.00	\$85/\$124	Specialty program under contract. % split between City and Contractor.
Little Dunkers Basketball	\$29.00	\$31.00	\$31.00	\$31.00	\$35.00	\$46.00	On par with ALL Tot Sports Leagues
Winter Hoop Stars	\$45.00	\$45.00	\$45.00	\$54.00	\$54.00	\$70.00	Contracted program with Faith Baptist College.
Baton - Summer	\$41.00	\$41.00	\$46.00	\$46.00	\$46.00	\$60.00	Contracted program. % split between City and Contractor.
Begin 2 Win Programs				\$30.00	\$32.00	\$42.00	Replacing start smart programming. On par with Tot Sports Leagues
Blast Ball - \$10 late fee							
4 year olds	\$27.00	\$29.00	\$29.00	\$29.00	\$30.00	\$39.00	On par with ALL Tot Sports Leagues
3 year olds	\$27.00	\$29.00	\$29.00	\$29.00	\$30.00	\$39.00	On par with ALL Tot Sports Leagues
Brainiac Summer Camp					Varies	Varies	Contracted program, varies based on full/half day/week programs.
Courage League	Varies	Varies	Varies	Varies	Varies	Varies	Contracted programming with canplaysports - varying price based on league and length of program.
Cheerleading	\$39.00	\$39.00	\$39.00	\$42.00	\$44.00	\$57.00	Contracted program. % split between City and Contractor.
Computer Classes - Youth Tech	Varies	Varies	Varies	Varies	Varies	Varies	Program offerings vary based on contact hours. % split between City and Contractor.
Cookie Decorating Classes		\$36.00	\$36.00	\$36.00	\$36.00	\$47.00	Contracted program. % split between City and Contractor.
Encore Dance Academy Programs				\$40.00	\$55.00	\$66.00	Contracted program. % split between City and Contractor. Increased contact hours from 4 to 6 hours.
Father / Daughter Dance	\$35.00	\$35.00	\$35.00	\$35.00	\$37.00	\$48.00	Price per couple. Event held at Otter Creek's Tin Cup.
Fishing Derby	Free	Free	Free	Free	Free	Free	Cooperative program with Central Iowa Anglers; City provides in-kind services.
Friday Fun Night	\$16.00	\$16.00	\$20.00	\$20.00	\$21.00	\$27.00	
Holiday Craft Kits		\$12.00	\$12.00	\$12.00	\$13.00	N/A	
Horseshoe Pitching					Free	Free	Hosted by Ankeny Optimist Club.
Hula Hooping					\$46.00	\$60.00	
Kids Create Art Classes	Varies	Varies	Varies	Varies	Varies	Varies	New partnership began in 2019. Offerings vary for each program guide.
Kids Maker's Market				\$15.00	\$20.00	\$26.00	
Lacrosse Camp w/ gear	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$52.00	Contracted program. % split between City and Contractor.
Lacrosse Camp w/o gear	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$59.00	Contracted program. % split between City and Contractor.
Laser Tag				\$25.00	\$30.00	\$39.00	Increase in rental costs.
Letter to Santa	Free	Free	Free	Free	Free	N/A	Replaced Santa Calls the Kids.
Li'l Ninjas	\$35.00	\$35.00	\$40.00	\$55.00	\$65.00	\$78.00	Specialty program under contract. % split between City and Contractor.
Little Artist	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Certified instructor plus an assistant.
Live Healthy Track Meet	Free	Free	Free	Free	Free	Free	Replaced the Hershey Track Meet.
Magicamp	\$45.00	\$45.00	\$45.00	\$45.00	\$50.00	\$60.00	Led by a professional magician. % split between City and Contractor.
Magiclass - Parent/Child					\$45.00	\$54.00	Led by a professional magician. % split between City and Contractor. New offering for parent/child class.
Miracle League	Free	Free	Free	Free	Free	Free	Free program offered to youth with special needs.
Parkour	\$65.00	\$65.00	\$65.00	\$70.00	\$70.00	\$91.00	Contracted program. % split between City and Contractor. Raised to cover indoor facility for contractor.
Pickleball Clinics					\$36.00	\$47.00	Run by Lifetime Fitness
Real Food for Kids Cooking Club				\$180.00	\$210.00	\$252.00	Contracted program. % split between City and Contractor. Increase due to supply costs
Remote Control Boats				Free	Free	Free	Hosted by Ankeny Optimist Club.
Skate Boarding 101	\$30.00	\$30.00	\$30.00	\$33.00	\$35.00	\$46.00	
Safe at Home by Safe Sitter		\$28.00	\$30.00	\$30.00	\$32.00	\$42.00	
Soccer - \$10 late fee							
Soccer - Fall	\$42.00	\$45.00	\$45.00	\$47.00	\$49.00	\$64.00	6 weeks of games; 8 weeks of practice;
Hot Shots Soccer Camp	\$45.00	\$45.00	\$45.00	\$55.00	\$55.00	\$72.00	Specialty program under contract. % split between City and Contractor.
Soccer - Tiny Tot Outdoor	\$29.00	\$31.00	\$31.00	\$31.00	\$30.00	\$39.00	Outdoor soccer for 5 year olds. Moved outdoors in 2021. On par with ALL Tot Sports Leagues
Soccer - Indoor Soccer	\$27.00	\$29.00	\$29.00	\$29.00	\$35.00	\$46.00	On par with ALL Tot Sports Leagues
Soccer Starts at Home W/Iowa Rush		\$20.00	\$20.00	\$25.00	\$25.00	\$33.00	New program in 2021 in partnership with Iowa Rush.
Softball							
Girls Softball	\$75/\$100	\$75/\$100	\$75/\$100	\$75/\$100	\$75/\$100	\$98/\$130	AGSA sets this fee. Plus \$10 late fee. 6u has lower fee with no tourney at end.
Sylvan Learning Center Camps	\$99.00	\$99.00	\$99.00	Varies	Varies	Varies	Varies based on program and length, partnership with Sylvan Learning Centers.
T-Ball - \$10 late fee	\$27.00	\$29.00	\$29.00	\$29.00	\$30.00	\$39.00	On par with ALL Tot Sports Leagues
Tennis Clinics - Youth	\$55.00	\$55.00	\$55.00	\$60.00	\$66.00	\$86.00	Specialty program under contract. % split between City and Contractor. Increase to cover staff wages
Tippi Toes Dance					\$95.00	\$124.00	Specialty program under contract. % split between City and Contractor.
Tot Flag Football - \$10 late fee	\$27.00	\$29.00	\$29.00	\$29.00	\$30.00	\$39.00	On par with other outdoor activities, adding a 1st-2nd grade league 2022; On par with ALL Tot Sports Leagues
Triathlon Prep Program	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$85.00	Specialty program under contract. % split between City and Contractor.
Tumble Tots	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Consistent with other tot programs.
Ultimate Disc League Camp					\$80.00	\$104.00	Specialty program under contract. % split between City and Contractor.
Volleyball - \$10 late fee							
4-7 Youth Volleyball	\$48.00	\$51.00	\$56.00	\$58.00	\$60.00	\$78.00	
Youth Sand Volleyball	\$50.00	\$50.00	\$50.00	\$50.00	\$52.00	\$68.00	
Spikefest Camp	\$55.00/\$85.00	\$55.00/\$85.00	\$55.00/\$85.00	\$65.00/\$95.00	\$65.00/\$95.00	\$85/\$124	Contracted program with Faith Baptist College.
Witchcrafts Under the Stars		\$10.00	\$12.00	\$12.00	\$15.00	\$20.00	Incremental increase to help cover costs of program.
Youth Triathlon	\$35.00	\$35.00	\$35.00	\$38.00	\$40.00	\$52.00	Participants receive dry fit shirt, medal & recovery food. Incremental Increase, cover cost of shirts/plagues
AQUATICS							
Swim Lessons							
Learn to Swim	\$35.00	\$35.00	\$40.00	\$40.00	\$40.00	\$52.00	
Learn to Swim Private Lessons	\$100	\$100	\$110	\$110	\$110	\$143.00	
Special Needs	Free	Free	Free	Free	Free	Free	Partner with Kiwanis covering fees.
Older Youth/Adult Swim Lessons	\$ 35.00	\$ 35.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 52.00	
Cascade Falls							
Daily Admission							
General	\$8.00	\$8.00	\$8.00	\$9.00	\$9.00	N/A	
Senior	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	N/A	
Children 2 & Under	\$1.00	\$1.00	\$1.00	\$2.00	\$2.00	N/A	
Swim Passes							
Single person pass	\$90.00	\$50.00	\$50.00	\$50.00	\$55.00	\$77.00	
Lap Swim/Water Walking	3.00/visit	3.00/visit	3.00/visit	3.00/visit	3.00/visit	3.00/visit	Includes morning and evening rates.
Pool Rental							
Lap Rental	\$200.00	\$200.00	\$220.00	\$220.00	\$240.00	\$312.00	1 hour rental. Price raised to cover 50% of staff costs, at lowest step.

Flow Rider	\$100.00	\$100.00	\$110.00	\$110.00	\$110.00	\$143.00	Price is reduced by 50% if booking with another section of the pool.
Lazy River	\$250.00	\$250.00	\$275.00	\$300.00	\$325.00	\$423.00	1 hour rental. Price raised to cover 50% of staff costs, at lowest step.
Zero Depth	\$125.00	\$125.00	\$140.00	\$140.00	\$155.00	\$202.00	1 hour rental. Price raised to cover 50% of staff costs, at lowest step.
Aquatic Programming							
Adult Swim Night	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	Season passes accepted.
Flow Rider Surfing	\$20.00	\$20.00	\$25.00	\$25.00	\$26.00	\$34.00	
Flow Rider Private Lessons	\$100.00	\$100.00	\$100.00	\$100.00	\$102.00	\$133.00	
Springboard Diving	\$35.00	\$35.00	\$40.00	\$40.00	\$42.00	\$55.00	
Lifeguard Training	\$175.00	\$175.00	\$125.00	\$125.00	\$125.00	\$163.00	
Lifeguard Review	\$68.00	\$68.00	\$68.00	\$70.00	\$70.00	\$91.00	
Adult and Ped FA/CPR/AED	\$75.00	\$75.00	\$75.00	\$75.00	\$77.00	\$100.00	
Lifeguard Instructor	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$260.00	
Water Safety Instructor	\$175.00	\$175.00	\$125.00	\$125.00	\$125.00	\$163.00	
Junior Lifeguard Training	\$65.00	\$65.00	\$75.00	\$75.00	\$77.00	\$100.00	
Prairie Ridge							
Daily Admission							
General	\$4.00	\$4.00	\$4.00	\$5.00	\$5.00	N/A	
Senior	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	N/A	
Children 2 & Under	\$1.00	\$1.00	\$1.00	\$2.00	\$2.00	N/A	
Swim Passes							
Single person pass	\$90.00	\$50.00	\$50.00	\$50.00	\$55.00	\$77.00	
Family Fun Night	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	N/A	Prairie Ridge Aquatic Center only.
Pool Rental							
Entire Facility	\$400.00	\$400.00	\$440.00	\$480.00	\$580.00	\$754.00	2 hours. 6:15-8:15 pm Sat/Sun only due to lessons M-F. Priced raised to cover higher % of staff costs.
Splash Park	\$60/hr	\$60/hr	\$65/hr	\$65/hr	\$65/hr	\$85.00	
Birthday Party Package	\$80.00	\$80.00	\$90.00	\$90.00	\$90.00	\$117.00	
Special Needs Water Aerobics			\$15.00	\$15.00	\$16.00	\$21.00	
Splash w/ Princess	\$20.00	\$20.00	\$24.00	\$24.00	\$26.00	\$34.00	Offered twice per year. Increase for rise in contractor rates.
DOG PARK							
Dog Park Passes	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$40.00	Raise N/R rate to reflect \$40 resident rate equaling \$15 license and \$25 dog park total for residents.
Spring Pooch Pawty	\$5.00	\$5.00	\$5.00	\$5.00	\$6.00	\$6.00	Funds raised go back to dog park fund.
Howl-o-ween Party	\$5.00	\$5.00	\$5.00	\$5.00	\$6.00	\$6.00	Funds raised go back to dog park fund.
GYMS							
Gym Rentals (per hour)							
Full Court Use							
Heritage		\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Terrace	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Westwood	\$27.00	\$27.00	\$30.00	\$32.00	\$34.00	N/A	
East	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Northeast	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Southeast	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Crocker	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Northwest	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Ashland Ridge	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Prairie Trail	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Rock Creek	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Parkview East Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Parkview Main Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Prairie Ridge East Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Prairie Ridge Main Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Northview East Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Northview Main Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Northview South Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Southview East Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
Southview Main Gym	\$40.00	\$40.00	\$44.00	\$46.00	\$48.00	N/A	
1/2 Court Use							
Heritage		\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Terrace	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
East	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Northeast	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Southeast	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Crocker	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Northwest	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Ashland Ridge	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Prairie Trail	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Rock Creek	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Parkview East Gym	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Prairie Ridge East Gym	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Northview East Gym	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Southview Aux Gym	\$20.00	\$20.00	\$22.00	\$23.00	\$24.00	N/A	
Lakeside Center Rental							
9:00am - 3:00pm	\$295.00	\$295.00	\$295.00	\$305.00	\$305.00	\$397.00	
5:00pm - Midnight	\$335.00	\$335.00	\$335.00	\$345.00	\$345.00	\$580.00	
9:00am - Midnight	\$445.00	\$445.00	\$445.00	\$455.00	\$455.00	\$880.00	
Extra Hour(s)							\$25 per additional hour.
Bandshell Rental							
Private	\$200.00	\$200.00	\$200.00	\$210.00	\$210.00	\$285.00	
Non-Profit	\$100.00	\$100.00	\$100.00	\$110.00	\$110.00	\$150.00	
AMP Rental							
Non-Profit	\$350.00	\$350.00	\$350.00	\$360.00	\$360.00		Pricing is listed for renting entire facility.
Private Rental	\$350.00	\$350.00	\$350.00	\$360.00	\$360.00	\$660.00	Pricing is listed for renting entire facility.
Senior Center Rentals							
Banquet Room							
5pm-12am Fri/Sat/Su			\$700.00	\$700.00	\$700.00	\$910.00	
9am-3pm Sat/Su			\$600.00	\$600.00	\$600.00	\$780.00	
9am-12am Sat/Su			\$1,250.00	\$1,250.00	\$1,250.00	\$1,625.00	
Extra Hour(s)				\$150.00	\$150.00	\$150.00	
Classroom							
530-830 M-Th Hourly			\$25.00	\$25.00	\$25.00	\$35.00	
Shelter Rental							
Crestbruck	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Dean	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Deer Creek		\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Georgetown		\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Hawkeye	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Midway					\$52.00	\$68.00	New for 2024.
Miracle Park North	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Northcreek	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Sawgrass	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Summerfest	\$30.00	\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
Sunrise	\$50.00	\$50.00	\$50.00	\$50.00	\$52.00	\$68.00	Indoor Restrooms. Incremental Increase.
Sunset	\$50.00	\$50.00	\$50.00	\$50.00	\$52.00	\$68.00	Indoor Restrooms. Incremental Increase.
Westwinds		\$30.00	\$30.00	\$30.00	\$32.00	\$42.00	Incremental Increase.
O.E.C Rental							
9:00am - 3:00pm	\$160.00	\$160.00	\$160.00	\$170.00	\$170.00	\$221.00	
5:00pm - Midnight	\$180.00	\$180.00	\$180.00	\$190.00	\$190.00	\$250.00	
9:00am - Midnight	\$235.00	\$235.00	\$235.00	\$245.00	\$245.00	\$320.00	
Extra Hour(s)							\$20 per additional hour.
PRSC Tournament Rental							
Baseball Fields	\$30.00	\$40.00	\$50.00	\$55.00	\$55.00		Includes \$10 for PRSC Foundation Fund fee
Softball Fields	\$30.00	\$35.00	\$40.00	\$45.00	\$45.00		Includes \$5 Foundation Fund fee
Additional Remark BB/SB Remarking	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00		Standard for all fields.
Temporary Mounds	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00		Mounds for BB and SB fields. Fee is per hour.
SC Field U9 & Under/FB 70%	\$60.00	\$60.00	\$60.00	\$70.00	\$70.00		Fee is per field per day.
SC Field U10 - U12/FB 80%	\$90.00	\$90.00	\$90.00	\$100.00	\$100.00		Fee is per field per day.
SC Field U13 and Above/FB 100%	\$120.00	\$120.00	\$120.00	\$130.00	\$130.00		Fee is per field per day.
SC Field set up fee	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		If not using existing field dimensions.
Lights	\$15.00	\$15.00	\$15.00	\$20.00	\$20.00		Fee is per hour.
Extra Services	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00		Fee is per hour.
Team Fee to Ankeny Little League	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00		Fee is per game
Team Fee for Iowa Rush Soccer	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00		Fee is per game
Team Fee to Ankeny Girls Softball	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00		Fee is per game
Youth Field Rental (Public)	\$45.00	\$50.00	\$50.00	\$55.00	\$55.00		Fee is per hour. Field is game ready.
Youth Field Rental (Public)	\$25.00	\$30.00	\$30.00	\$35.00	\$35.00		Fee is per hour. Field is for practice only.
Adult Field Rental (Public)	\$65.00	\$70.00	\$70.00	\$75.00	\$75.00		Fee is per hour. Field is game ready.
Adult Field Rental (Public)	\$45.00	\$50.00	\$50.00	\$55.00	\$55.00		Fee is per hour. Field is for practice only.
Cherry Glenn/Hawkeye/Sunrise/Sunset/OC Field Rentals							
Field Rental (Hawkeye/Sunrise/Sunset/OC)	\$20.00	\$20.00	\$20.00	\$25.00	\$25.00		Fee is per hour.
Field Rental (Cherry Glenn)					\$35.00		Fee is per hour.
Field Drag and Remark	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00		Fee is each additional dragging/lining.
Complex Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00		For organized tournaments only or restroom access.
Sand Volleyball Courts	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00		Fee is per court/per hour.
Miracle League Field Rentals							
Non-Profit	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00		Fee changed from 3 hour window to per hour.
Private	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00		Fee changed from 3 hour window to per hour.
Sports Groups Lease Agreements							
Ankeny Junior Football	\$21,079	\$21,079	\$22,132	\$23,238	\$24,399		Negotiated as part of 2020 lease agreement
Ankeny Soccer Club	\$85,096	\$85,096	\$89,530	\$93,817	\$98,507		Negotiated as part of 2020 lease agreement
Ankeny Girls Softball	\$38,060	\$38,060	\$39,963	\$41,961	\$44,059		Negotiated as part of 2020 lease agreement
Ankeny Little League	\$73,474	\$73,474	\$77,147	\$81,004	\$85,054		Negotiated as part of 2020 lease agreement
Ankeny Lacrosse	\$17,193	\$17,193	\$18,052	\$18,954	\$19,901		Negotiated as part of 2020 lease agreement
Golf Programs							
Golf Programs							
Operation State Champ (Juniors)	\$95.00	\$95.00	\$105.00	\$80.00	\$82.00	\$107.00	Changed to two shorter class times per day
Pee Wee Junior	\$60.00	\$60.00	\$66.00	\$66.00	\$68.00	\$88.00	
Weekend	2021 Total	2022 Total	2023 Total	2024 Green Fee	2024 Cart	2024 Total	
Adult 18 Holes	\$55.00	\$56.00	\$58.00	\$58.00	\$18.00	\$59.00	
Adult 9 Holes (before 8 am or after 1:00)	\$37.00	\$37.00	\$39.00	\$26.00	\$14.00	\$40.00	
Senior/Junior 18 Holes	\$49.00	\$50.00	\$52.00	\$35.00	\$18.00	\$53.00	
Senior/Junior 9 Holes	\$37.00	\$37.00	\$39.00	\$26.00	\$14.00	\$40.00	
Outings	\$55.00	\$56.00	\$60.00	\$43.00	\$18.00	\$61.00	
Summer Twilight 1:00 to 3:00	\$47.00	\$48.00	\$50.00	\$33.00	\$18.00	\$51.00	
Summer Twilight 3:00 on	\$42.00	\$43.00	\$45.00	\$28.00	\$18.00	\$46.00	
Single Rider cart fee for 18 holes	\$8.00	\$8.00	\$8.00		\$8.00	\$8.00	
Single Rider cart fee for 9 holes	\$4.00	\$4.00	\$4.00		\$4.00	\$4.00	
Weekday	2021 Total	2022 Total	2023 Total	2024 Green Fee	2024 Cart	2024 Total	
Adult 18 Holes	\$45.00	\$46.00	\$48.00	\$31.00	\$18.00	\$49.00	

Adult 9 Holes	\$32.00	\$32.00	\$34.00	\$21.00	\$14.00	\$35.00	
Senior / Junior 18 Holes	\$39.00	\$40.00	\$42.00	\$25.00	\$18.00	\$43.00	
Senior / Junior 9 Holes	\$32.00	\$32.00	\$34.00	\$21.00	\$14.00	\$35.00	
League	\$26.00	\$27.00	\$28.00	\$19.00	\$10.00	\$29.00	
Weekday Outings	\$45.00	\$46.00	\$48.00	\$31.00	\$18.00	\$49.00	
Summer Twilight 1:00 to 3:00	\$39.00	\$40.00	\$42.00	\$25.00	\$18.00	\$43.00	
Summer Twilight 3:00 on	\$35.00	\$36.00	\$38.00	\$21.00	\$18.00	\$39.00	
Single Rider cart fee for 18 holes	\$8.00	\$8.00	\$8.00		\$8.00	\$8.00	
Single Rider cart fee for 9 holes	\$4.00	\$4.00	\$4.00		\$4.00	\$4.00	
Membership	2021 Total	2022 Total	2023 Total	2024 Green Fee	2024 Cart	2024 Total	
Adult Membership M-Th	\$1,850.00	\$1,900.00	\$1,950.00	\$1,200.00	\$800.00	\$2,000.00	Green Fees include tax.
Senior Weekday Only M-Th	\$1,535.00	\$1,585.00	\$1,635.00	\$885.00	\$800.00	\$1,685.00	Green Fees include tax.
Adult Membership M-F	\$2,060.00	\$2,110.00	\$2,160.00	\$1,410.00	\$800.00	\$2,210.00	Green Fees include tax.
Senior Membership M-F	\$1,750.00	\$1,800.00	\$1,850.00	\$1,100.00	\$800.00	\$1,900.00	Green Fees include tax.
Junior Pass M-F	\$371.00	\$371.00	\$371.00	\$371.00	NA	\$371.00	Green Fees include tax.
Links Card	\$318.00	\$325.00	\$344.00	\$344.00	Include	\$344.00	Green Fees include tax. Links membership players pay \$30 per tee time (up from \$25 in 2022)
Pinnacle Club Rental Fees Banquets		2 Hr.	4 Hr.	6 Hr.			
Monday - Thursday		\$300.00	\$550.00	\$750.00			
Friday - Sunday		\$400.00	\$700.00	\$1,000.00			
Apex/Summit Rooms							
Monday - Thursday		\$200.00	\$350.00	\$500.00			
Friday - Sunday		\$300.00	\$550.00	\$750.00			
Honors Room							
Monday - Friday		\$100.00	\$200.00	\$300.00			
Additional Banquet/Meetings Rentals							
Dance Floor							
Bar Service							
Projection Screen							
Projector							
Podium							
Wireless Mircophone							
T.V.'s/ Slideshow							
Easel							
Pinnacle Club Wedding Reception							
Monday-Sunday		\$1,100.00	\$1,200.00	\$1,200.00			
Custodial Fee		\$100.00	\$100.00	\$100.00			
Pinnacle Club Wedding Ceremony Patio		3 Hr.	3 Hr.	3 Hr.			
Monday-Sunday		\$500.00	\$500.00	\$500.00			
Additional Wedding Rentals							
Ceremony Chairs							
Bar Service							
Cake Cutting Fee							
Wedding Slideshow							
Miscellaneous Recreation							
Blue/Gray shirts	\$10.00	\$10.00	\$12.00	\$14.00	\$14.00		
Swim Lesson Transfer Fee	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00		
Community Garden	\$20.00	\$20.00	\$20.00	\$20.00	\$25.00		Incremental increase.
Memorial Program							
Sports Equipment		\$250.00	\$250.00	\$250.00	\$250.00		
Tree		\$500.00	\$500.00	\$500.00	\$500.00		
Picnic Table		\$850.00	\$1,100.00	\$1,200.00	\$1,200.00		
Bench		\$850.00	\$1,100.00	\$1,200.00	\$1,200.00		

Refund Policies
Program/Activity
1. Any refund request must be made at least seven days in advance of the program start date.
2. Participants may choose to receive 100% credit on their Parks & Rec account OR a refund minus a 20% administrative fee.
3. Swim lesson transfers are subject to a \$5 administrative fee. Swim lesson cancellations may choose to receive a credit on their Parks & Rec account minus \$5 OR a refund minus a 20% administrative fee.
Facility/Rental
1. Facility rental refunds minus 50% will be issued for reservations cancelled a minimum of 30 days prior to reserved date.
2. Cancellations within 30 days of reserved date will result in forfeiture of the rental payment.

Non-Resident Fees and Charges
1. A Non-Resident Fee shall be charged to anyone living outside of the Ankeny City Corporate Limits for the specific programs and activities included in the City Council approved fee schedule. This fee shall be applied at a minimum rate as noted below.
Participants whose residency cannot be verified through utility billing records must provide proof of residency.
Proof of residency is required each time a new person is added to a household.
+30% per recreation program/activity
+40% per membership
+30% per community rental facility
+\$10 per adult participating in a sports league
2. Some special events, camps or clinics may be exempt from a non-resident fee.

Financial Hardship
Any students enrolled in the free/reduced lunch program or any child under the age of 18 living within City limits.
Eligible participants shall bring their free/reduced lunch paperwork or their most recent tax return to the Parks & Recreation office for enrollment.
1. Youth programs and swim lessons shall be reduced by 25%.
2. Individual pool pass memberships shall be reduced by 5%
3. No discounts given for non-residents.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve a Master Service Agreement with NextRequest for a public records request management software and authorize the Mayor to sign Agreement.

EXECUTIVE SUMMARY:

In August, 2023, the City contacted potential records management software vendors for demonstrations and proposals related to public records requests. Four vendors provided demonstrations and submitted proposals.

Staff from the Police and City Clerk departments participated in the demonstrations. Proposals were reviewed for features and cost.

Proposals were received as follows:

- | | | |
|----|-------------|------------|
| 1. | NextRequest | \$6,990.00 |
|----|-------------|------------|

- | | | |
|----|----------------------|-------------|
| 2. | Granicus | \$12,000.00 |
| 3. | PRI Management Group | \$8,000.00 |
| 4. | JustFOIA | \$9,835.00 |

NextRequest was the lowest cost vendor and met the security and technical requirements of the services required. NextRequest is powered by CivicPlus. CivicPlus is the City's website vendor. Therefore, they will waive the \$1,500.00 one-time set up and onboarding fee as well as offer a one-time customer discount of \$1,398.00.

FISCAL IMPACT: Yes

Public records request management software was included in the FY24 budget.

The agreement with NextRequest will be for one year. A savings of \$1,200.00 will result in the first year when compared with current pricing as NextRequest is honoring their fee structure from FY23. The Agreement may renew automatically for an additional term of one year at NextRequest's then-current rates. Pricing is subject to a standard 5% annual increase.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends the City enter into an agreement with NextRequest, for public records request management services. The initial agreement will be in effect for a one-year period with the option to renew for an additional year.





PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Price Quote
 Agreement
 Addendum
 Terms of Service

NextRequest for City of Ankeny, IA-

	
What do I get with NextRequest?	<p><i><u>An all-in-one platform for managing records requests</u></i> across your entire agency. It's an annual subscription and includes:</p> <ul style="list-style-type: none">• Workflow Tools• Document Hosting & Management• Dashboards and Custom Reporting• Request Diversion• Regular Product Improvements and Feature Updates
Security?	<p>We protect your information using:</p> <ul style="list-style-type: none">• SOC 2 Security Audit• Encryption and Threat/Uptime Monitoring• See a full overview at: nextrequest.com/security.
Technical Requirements?	<p>NextRequest is entirely web based and software-as-a-service</p> <ul style="list-style-type: none">• Everything in the cloud - no downloads or installations• Works on all modern web browsers

NextRequest Quote - City of Ankeny, IA-

Current Date: September 21, 2023 (pricing valid for 60 days from current date)

Customer	City of Ankeny, IA-	Term Start	TBD
		Renewal Date	TBD
		Invoicing	annual

Required Items	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) <ul style="list-style-type: none"> Unlimited Staff users Up to 10 Admin-Publisher users Up to 2 TB of storage Core Features: <ul style="list-style-type: none"> Public Request Portal Public Reading Room Premier Security Package Premium Email Monitoring Suite Email notifications Automatic Reminders Task assignment and tracking Time Tracking Payments <ul style="list-style-type: none"> Invoicing Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: <ul style="list-style-type: none"> Redaction with unlimited users RapidReview (Batch and Draft Redaction) OCR (Optical Character Recognition) IT & Compliance Features: <ul style="list-style-type: none"> Retention Single Sign-On Agency Specific Portal URL Online Payments (with approved payments processor) SOC 2 Type II Audit CJIS & HIPAA Compliance (with BAA) 	\$699.00	12	\$8,388.00



POWERED BY CIVICPLUS[®]

Standard Set Up & Onboarding (One-time) <ul style="list-style-type: none">Dedicated Onboarding Team1 Kickoff Call1 Dedicated Admin Training (60 minutes)Go-Live Success PlansWeekly Group Training WebinarsIn-app TrainingVideo TutorialsKnowledge Base ArticlesService Level Agreement	\$1,500.00	0	\$0.00
CivicPlus customer discount One time, first year discount	-\$699.00	2	-\$1,398.00

Total **\$6,990.00**

Renewals: Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

NextRequest for City of Ankeny, IA

What do I get with NextRequest?	<p><u>An all-in-one platform for managing records requests</u> across your entire agency. It's an annual subscription and includes:</p> <ul style="list-style-type: none"> Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates
Security?	<p>We protect your information using:</p> <ul style="list-style-type: none"> SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security
Technical Requirements?	<p>NextRequest is entirely web based and software-as-a-service</p> <ul style="list-style-type: none"> Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	City of Ankeny, IA	Start Date	11/1/2023
Account URL(s)*	cityofankenyia.nextrequest.com *Account URL cannot be altered once created	Invoice Date	11/7/2023
Primary Contact Name	Michelle Yuska	Renewal Date	11/1/2024
Email and Phone	myuska@ankenyiowa.gov		

Service Agreement : Welcome to NextRequest! Thanks for using our platform. This Service Agreement ("Agreement") is entered between NextRequest, LLC, with a place of business at 302 South 4th Street, Suite 500, Manhattan, KS 66502 ("NextRequest"), and the Customer listed above ("Customer"), as of the Effective Date. This Agreement includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.


Renewals : Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

Name	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$699.00	12	\$8,388.00
Standard Set Up & Onboarding (One-time) Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, Knowledge Base Articles , and Service Level Agreement	\$1,500.00	1	\$1,500.00
Standard Set Up & Onboarding (One-time) (Waived)	-\$1,500.00	1	-\$1,500.00
CivicPlus Customer discount One time, first year discount	-\$699.00	2	-\$1,398.00

Subtotal **\$6,990.00**

Total \$6,990.00

**Pricing is Valid for 60 Days from the Current Date*

City of Ankeny, IA		NextRequest, LLC	
Signature:		Signature:	
Name & Title:		Name & Title:	Bob Sydnor, CTrO & Business Operations Officer
Date:		Date:	10/30/2023
Accounts Payable Info			
Name:		Phone:	
Email:		Will issue PO? Yes:	No:

Download our W-9 at: <https://www.civicplus.com/verify>

NextRequest Master Service Agreement

This Master Service Agreement ("MSA"), together with the order form ("Order Form") executed between NextRequest and Customer, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and Customer. The Order Form, together with this MSA is referred to as the "Agreement" or "Service Agreement".

"NextRequest" means NextRequest, LLC., a Delaware Corporation with principal offices at 212 W. Main St., Suite #500, Durham, NC 27701 and "Customer" means the entity or person identified as such in the Order Form. Each of NextRequest and Customer may each be referred to as a "Party" and together as the "Parties".

1. Defined Terms

- 1.1. "Business Day" or "Business Hours" means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
- 1.2. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including information that is marked or otherwise conspicuously designated as confidential, and for NextRequest only, scripts and other tools used in the Service. Information that is (i) independently developed by either Party, without reference to the other's Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be "Confidential Information" of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
- 1.3. "Customer Content" means any content (including without limitation data, text, audio, video, or images) that Customer provides or transfers to NextRequest for processing, storage or transmission in connection with Customer's use of the Service, including without limitation, public records requests Customer receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that Customer provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. Customer Content does not include Usage Data collected from Customer or Requesters.
- 1.4. "Customer User" means a person authorized by Customer, such as a Customer employee, to use the Service on Customer's behalf. Customer User does not include Requesters.
- 1.5. "Hourly Services" means hourly support or training services to be provided by NextRequest under an applicable Order Form.
- 1.6. "Intellectual Property" or "IP" means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.
- 1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking;

(v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

- 1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.
- 1.9. "Requester Content" means information provided directly to NextRequest by a Requester. Requester Content does not include Usage Data collected from Requesters.
- 1.10. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.
- 1.11. "Service" means NextRequest's integrated web-based service, which assists customers in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by Customer. The details of the Service subject to this Agreement are set forth in the Order Form.
- 1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.
- 1.13. "Service Providers" means third-party providers of services that are part of the Service.
- 1.14. "Usage Data" means information other than Customer Content or Requester Content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from NextRequest's or its Service Providers' monitoring of Customer's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that NextRequest may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

2. Services

- 2.1. **NextRequest Service.** During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for Customer the Service further described in the Order Form.
- 2.2. **Service Level Agreement.** NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.
- 2.3. **Other Services.** If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or customer support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.
- 2.4. **Excluded Services.** Unless expressly provided in the Order Form, NextRequest is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.
- 2.5. **Security.** The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in NextRequest's Security Policy ("Security Policy"), which is available at <https://www.nextrequest.com/compliance/security-policy>.

3. Intellectual Property and Licenses.

- 3.1. **Service.** The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between Customer and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to Customer. During the Term and conditioned upon Customer's compliance with all provisions of this Agreement, NextRequest hereby authorizes Customer to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. Customer shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.
- 3.2. **Customer Content.** As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Content. Customer grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit Customer Content, in all media now known or later developed, for the purpose of providing the Services.
- 3.3. **Requester Content.** Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest [Terms of Service](#). As set forth in the Terms of Service, Requester grants to Customer a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.
- 3.4. **Feedback and improvements.** Any suggestions provided by Customer in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to Customer and Customer hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use Customer Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of Customer Content.
4. **Customer Obligations and Restrictions**
- 4.1. **Security.** Customer will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any Customer User, employee of Customer, any person Customer authorizes to use the Service, any person to whom Customer has given access to the Service, and any person who gains access to Customer Content or the Service as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer. Customer's user names, passwords, other login information or personal information may be stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.
- 4.2. **Compliance with Laws.** Customer is solely responsible for Customer Content and will comply with all laws applicable to Customer's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest shall not be liable for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer acknowledges and agrees that the Service,

including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with NextRequest. Customer agrees that if Customer uses the Service to process Sensitive Information, any such use is at Customer's own risk and NextRequest will have no liability to Customer or any third party arising out of or relating to such use. Customer will indemnify NextRequest and its Service Providers against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to such use. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing.

- 4.3. **Acceptable Use Policy.** Customer shall not use the Service (i) to send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (v) monitor data or traffic on the Service without permission; (vi) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (vii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (viii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (ix) to impersonate another person; (x) for any high risk use where failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems or weaponry systems; or (xi) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If Customer becomes aware of any actual or threatened activity prohibited under this section, Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. Customer is responsible for any act or omission of any Customer User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.
- 4.4. **Service Policies and Privacy.** Customer acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. Customer acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at <https://www.nextrequest.com/privacypolicy>, which applies to information and data collected with respect to Requesters and Customers, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to Customer Content, but does not apply to Customer Content itself. Customer acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at <https://www.nextrequest.com/termsofservice> which may be updated from time to time.
- 4.5. **Deletion of Customer Content.** The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content ("**Deleted Content**"), such Customer Content is removed from databases accessible to Customer, Requester and/or the general public so that Customer no longer has access to Deleted Content. However, copies and backups of Deleted Content may continue to be stored on NextRequest's or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will NextRequest provide Customer with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify Customer to the extent allowed by applicable law.
- 4.6. **Removal of Customer Content, Suspension of Service**
 - 4.6.1. NextRequest reserves the right to remove or prohibit any Customer Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.
 - 4.6.2. NextRequest may suspend or terminate Customer's use of the Services if NextRequest reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of NextRequest, its Service

Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event of that Customer's use of the Services is suspended or terminated pursuant to this Section 4.6.2, Customer shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.

4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester Content.

4.6.4. If NextRequest or a Service Provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give Customer advance notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.

4.6.5. If Customer Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and Customer believes such Customer Content was wrongly removed as a result of a copyright infringement notice, Customer may notify NextRequest as provided in section 6.3 of the Terms of Service.

5. **Customer Representations and Warranties.** Customer represents, warrants, and covenants that:

5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;

5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;

5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;

5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against Customer in accordance with its terms;

5.5. It has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;

5.6. Customer has the legal right and authority to provide Customer Content to NextRequest, and to make such Customer Content and Requester Content publicly available through the Service.

5.7. Customer's disclosure to the Services of any Customer Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.

6. **Fees and Invoicing.**

6.1. **Fees, Invoicing.** Customer will pay all fees stated in the Order Form within 30 days of receiving an invoice from NextRequest.

6.2. **Payments Processing.** This section applies to Customers who use NextRequest's online payment tools and integrations (the "Payments Module"). The Payments Module and related integrations is made available through agreement(s) with Stripe, Inc., the terms of which are available at <https://stripe.com/us/legal>. By electing to use the Payments Module, Customer agrees to abide by the relevant terms of NextRequest's agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted and prohibited uses. Transactions processed using the Payments Module are handled directly between Requesters, Customer and Customer's Payment processor (for example, Stripe). NextRequest does not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to NextRequest is a record of the transaction including invoice information and the amount of the transaction.

6.3. **Expenses.** If Customer purchases Hourly Services, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by Customer.

6.4. **Taxes.** Customer is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by Customer will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order.

7. **Confidential Information**

- 7.1. **Duty to Protect Confidential Information.** Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.
 - 7.2. **Return of Confidential Information.** Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 4.5 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.
 - 7.3. **Notification Obligation.** If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.
8. **Publicity.** In the event that customer has indicated a **Publicity Contact on the Order Form**, NextRequest will request Customer's consent to use Customer's name and logo in NextRequest promotional or marketing materials by contacting the Customer Publicity Contact. If Customer does not respond to NextRequest's request within fourteen (14) days, or declines to identify a Publicity Contact, Customer agrees that NextRequest may publicly disclose Customer's use of the Service and may use Customer's name and logo to identify Customer as its customer in promotional or marketing materials, including press releases.
9. **Term and Termination**
 - 9.1. **Term.** The term of this agreement begins on the earlier of (1) acceptance of this Agreement by Customer or (2) the first date on which NextRequest begins providing Services to Customer and ends on the later of (a) the last day of the Initial Term as set forth in the Order Form, (b) the last date of any renewal term, or (c) the last date on which NextRequest provides Services to Customer. Unless NextRequest receives notice of termination from Customer 60 days or more before the expiration of the initial term (or any renewal term), the Agreement will renew automatically on the terms set forth herein for an additional term of one year at NextRequest's then-current rates.
 - 9.2. **Termination for Convenience.** Customer may terminate for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.
 - 9.3. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.
 - 9.4. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to Customer shall terminate immediately, and Customer shall immediately cease all use of the Service. If Customer has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.
10. **Changes to Services.** In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that NextRequest may cease supporting old versions or releases of the Service

at any time; provided that NextRequest will make commercially reasonable efforts to give Customer prior notice of any major changes to the Service.

11. Intellectual Property Infringement and Indemnification

11.1. NextRequest's Obligations for IP Infringement. If any action is instituted by a third party against Customer based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest's sole obligation will be at its option and expense to (a) procure for Customer the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to Customer for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (or any component part thereof) after it has been modified by Customer without NextRequest's prior written consent. This Section 11.1 states NextRequest's sole liability to Customer, and Customer's exclusive remedy against NextRequest for infringement claims.

11.2. Customer's Indemnification of NextRequest. Unless prohibited under applicable law given Customer's status as a public entity, Customer agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of: (a) Customer's breach of this Agreement, including without limitation of any of Customer's warranties or representations or NextRequest's Acceptable Use Policy or (b) any claim alleging that NextRequest has infringed or secondarily infringed on the intellectual property or proprietary right of a third party as a result of Customer Content or Customer's use of the Service, whether or not Customer was aware of the allegedly infringing conduct and whether or not the conduct is actually infringing.

12. Disclaimers and Limitations on NextRequest's Liability

12.1. NextRequest is not responsible to Customer or any third party for unauthorized access to Customer Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.

12.2. Disclaimer of Warranty. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.

12.3. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL NEXTREQUEST OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a) LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF NEXTREQUEST AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL

AMOUNT ACTUALLY PAID BY CUSTOMER TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

- 12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

13. General

- 13.1. **State Agency Piggybacking.** NextRequest agrees to allow Customer and other public agencies in the State of [CUSTOMER'S STATE] to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon by NextRequest in a mutually executed Order Form.
- 13.2. **Governing Law.** Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of California, without respect to conflict-of-laws principles.
- 13.3. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in San Francisco, California. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within 30 days after receipt of such notice.
- 13.4. **Arbitration Award.** The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.
- 13.5. **Notice.** Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date.
- 13.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to Customer under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.
- 13.7. **Force Majeure.** Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 13.8. **Modifications.** Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties, agreement by email being sufficient. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Service will not become part of this Agreement.
- 13.9. **Entire Agreement.** The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.
- 13.10. **Precedence.** If there is a conflict between the Order Form and this Agreement, then this Agreement will control.
- 13.11. **Unenforceable Provisions.** If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will

be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.

- 13.12. **No Waiver.** Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
- 13.13. **No Partnership.** The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.
- 13.14. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 13.15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

NextRequest Service Level Agreement

This Service Level Agreement ("SLA") defines the support obligations of NextRequest, LLC, a Delaware corporation ("NextRequest") to Customer, a purchaser of NextRequest's service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Master Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Master Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider ("Hosting Provider"), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance ("Uptime"). If NextRequest fails to meet the Uptime, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our System Security Plan. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and Customer's data is hosted in the United States.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer's request and begin work on the issue:

Severity Level (Priority)	Definition	Initial Response Time and Channel
Critical Service is inoperative	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days (<i>phone or email</i>)
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	1 Business Day (<i>phone or email</i>)

Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day (email)
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day (email)

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The Customer will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours during a Business Day of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Service Agreement has been signed is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.

3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total

of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the Customer's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 30 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to Customer
99.9% to 99.0%	3
89.9.0% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 ("Customer Responsibilities") of this SLA.

Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by NextRequest and Ankeny, IA. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. AMENDED TERMS

The following terms and conditions are hereby amended as follows:

Section	Amended Language
MSA §13.1	NextRequest agrees to allow Customer and other public agencies in the State of Iowa to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon NextRequest in a mutually executed Order Form.
MSA §13.2	Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of Iowa, without respect to conflict-of-laws principles.
MSA §13.3	Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Des Moines, IA. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within 30 days after receipt of such notice.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client

NextRequest

By:

By:



Name:

Name: Bob Sydnor

Title:

Title: CTrO & Business Operations Officer

Date:

Date: 10/30/2023

NextRequest Terms of Service

This website, NextRequest.com (the “Service”) is owned and operated by NextRequest LLC (“NextRequest”, “we”, or “us”). By registering for, using, or accessing the Service, you agree to be bound by these terms of service (“Terms”). If you don’t agree to these Terms, you must discontinue use of the Services. If you have any questions about these terms, please contact us: NextRequest LLC, 302 S 4th Street, STE 500 Manhattan, KS 65502, support@nextrequest.com.

1. Relationship between NextRequest and Agency

1.1. The Service is a platform that enables cities, municipalities, government agencies, and other entities (“Agencies”) to make documents (“Documents”) available to the public, often pursuant to public records laws and similar laws and regulations. Documents made available on the Service are the sole responsibility of the Agency that publishes them. NextRequest does not represent or warrant the truthfulness, reliability, or accuracy of any Document, or that the Document does not infringe the rights of third parties. NextRequest shall not be responsible for any loss or damage arising out of your access to, use of, or reliance on any Document.

1.2. The decision to disclose or withhold a document is made solely by the Agency. NextRequest is not responsible for the Agency’s compliance with public records laws, privacy laws, or any other applicable law or regulation.

2. Registration, Personal Information, and Privacy

2.1. You are not required to register for an account on the Service to make a request to an Agency. However, if you do not register, you may not have access to certain features or information. For example, if the Agency chooses not to make your request public for privacy or other reasons, you will not be able to view the status of your request via the Service. You will also not be able to use the Service to post replies to Agency activity related to your request via the Service.

2.2. You are also not required to provide an email address to make a request. However, if you do not provide an email address, the Agency will not be able to contact you with follow-up questions regarding your request.

2.3. When you make a request, you are permitted, but not required, to provide personal information, including your name, mailing address, and email address. This information is visible only to the Agency receiving the request and to NextRequest staff providing support to the Agency—we will not use or share any information you provide except as described in our Privacy Policy (<https://nextrequest.com/privacypolicy>), which is incorporated into these Terms.

2.4. You understand that the content of your request may be made public, either at the time you submit it or after being approved by the Agency, therefore you should not include any personal information in the request itself. NextRequest is not responsible if you disclose personal information in your request, or if an Agency discloses your personal information in a response to your request.

2.5. Children under the age of 13 may submit requests to Agencies but are not permitted to register for an account on the Service. If NextRequest learns that a particular request was submitted by a child under the age of 13, it is NextRequest’s policy to delete all personal information

associated with that request once the Agency closes the request.

3. User Content

3.1. Requests and other information or content submitted by users of the Service ("User Content") is the sole responsibility of the person who provides it, and NextRequest is not responsible for any User Content. NextRequest reserves the right, subject to applicable law and its obligations to its customers, to remove User Content for any reason, including that it violates our Acceptable Use Policy. However, NextRequest has no obligation to monitor, filter, or disable access to any User Content, and shall not be responsible if you encounter objectionable User Content on the Service.

3.2. You retain your rights to any User Content you provide through the Service. You grant to NextRequest a non-exclusive, worldwide, royalty-free, perpetual, license (including the right to sublicense) to use, host, store, cache, reproduce, publish, display, perform, distribute, transmit, adapt, and modify your User Content, in all media now known or later developed, for the purpose of operating, promoting, and improving the Service, and developing new services.

3.3. You represent and warrant that you have all necessary rights and authority to grant the above license to NextRequest. With regard to any third-party content that you submit, you represent and warrant that you have a license to provide the content according these Terms, or that your use is otherwise permissible, for example as fair use.

4. Acceptable Use Policy

4.1. The following conduct is prohibited on the Services:

4.1.1. Illegal activities, including the promotion or solicitation of illegal acts.

4.1.2. Malicious activity or content, such as the transmission of viruses, malware, or any other malicious or destructive code, or activity intended to harm or disrupt the hardware, networks, or infrastructure of NextRequest or any third parties.

4.1.3. Unauthorized Access, including: accessing or attempting to access any non-public interface, system, or functionality of the Service, or testing the Service for vulnerabilities.

4.1.4. Abuse, including threats of violence or harassment of a user through repeated unwanted contact.

4.1.5. Posting anyone's personal or confidential information, such as social security numbers, credit card numbers, street addresses, phone numbers, confidential ID numbers, or account passwords, without their permission.

4.1.6. Account hijacking, including any access to or use of another user's account without their permission.

4.1.7. Child exploitation, including any content or activity that exploits or abuses children.

4.1.8. Spam, including posting unsolicited promotional or commercial content in comments, sending invitations for the purpose of advertising to the recipients, or posting content or links for the purpose of manipulating search or other algorithms.

4.1.9. Intellectual property infringement, including the infringing use of third party trademarks or the

unauthorized and unlawful posting of copyrighted content. We respond to reports of copyright infringement as described in the Copyright section of these Terms.

4.1.10. Fraud or impersonation, including any use of the Services to impersonate or deceive others (but excluding parody).

4.2. NextRequest reserves the right, to the extent permitted by applicable law, to remove or prohibit any User Content and to suspend or terminate any user account, whether for violating these Terms or for any other reason.

5. Ownership of the Services

5.1. NextRequest and its licensors shall retain all right, title, and interest to the Service. If you provide any feedback, bug reports, feature requests, or other comments to NextRequest, NextRequest shall be free to use or incorporate these into the Services without any obligation to you. NextRequest shall retain all right, title, and interest to NextRequest's trademarks, branding, logos, and related assets used in connection with the Service, and neither these Terms nor your use of the Service gives you any rights to those assets.

6. Copyright Policy

6.1. NextRequest responds to reports of copyright infringement according to the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"). Our designated agent for copyright infringement notifications and counter-notifications is: Copyright Agent, NextRequest LLC, 155 9th Street, San Francisco, CA 94103, copyright@nextrequest.com.

6.2. Reporting copyright infringement

6.2.1. If you believe that any Content on the Service infringes your copyright, please send us a notice containing the following information:

6.2.1.1. identification of the work or material being infringed;

6.2.1.2. identification of the material that is claimed to be infringing, including its location, with sufficient detail so that NextRequest is capable of finding it and verifying its existence;

6.2.1.3. your contact information, including name, address, telephone number, and email address;

6.2.1.4. a statement that you have a good faith belief that the material is not authorized by the copyright owner, its agent, or the law;

6.2.1.5. a statement made under penalty of perjury that the information provided in the notice is accurate and that you are authorized to make the complaint on behalf of the copyright owner; and

6.2.1.6. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

6.2.2. Infringement notices are not confidential. NextRequest may provide the information contained in a notice to the user who posted the allegedly infringing Content, or to other parties.

6.3. Responding to improper removals

6.3.1. If you believe that Content you posted was wrongfully removed or disabled as a result of a copyright infringement notice, you may notify NextRequest by providing the following information:

6.3.1.1. the specific location of the material that NextRequest has removed or disabled access to;

6.3.1.2. your name, address, telephone number, and email address;

6.3.1.3. a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal district courts located in San Francisco, California if your address is outside of the United States), and that you will accept service of process from the person who provided the original notification of infringement (or an agent of that person);

6.3.1.4. this statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and

6.3.1.5. your signature.

6.4. Removal and termination for infringement

6.4.1. NextRequest will terminate, under appropriate circumstances, the accounts of users who repeatedly use the Service to infringe copyrights. NextRequest also reserves the right, in its sole discretion, to remove allegedly or apparently infringing Content without notice to you.

7. Service Changes and Limitations

7.1. NextRequest may change the Service at any time, without notice to you. NextRequest may also stop providing one or more Service or features, introduce new limits on use of the Service, or change the terms upon which the Service is available.

8. Termination

8.1. You may terminate your account at any time by emailing NextRequest support at: support@nextrequest.com

8.2. We may suspend or terminate your access to the Service at any time and for any reason, including for violations of these Terms. We will make reasonable efforts to notify you if we suspend or terminate your account.

8.3. In the event of termination, the following sections of these Terms shall remain in effect: 1, 2.5, 3, 5, 9, 10, and 11.

9. Disclaimer of Warranties, Limitations of Remedies

9.1. Your access to and use of the Service, Documents, and User Content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, NEXTREQUEST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9.2. NextRequest makes no representations or warranties of any kind with respect to the Service, including any representation or warranty that the use of the Service will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. NextRequest also makes no representations or warranties of any kind with respect to any Document or User Content. No advice or information, whether oral or written, obtained from NextRequest or through the Service, will create any warranty not expressly made herein.

10. Limitation of Liability

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEXTREQUEST SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

10.2. EACH AGENCY IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PRIVACY AND PUBLIC RECORDS LAWS. NEXTREQUEST SHALL NOT BE LIABLE FOR ANY DAMAGES THAT ARISE DUE AN AGENCY'S OR USER'S PUBLICATION OF ANY INFORMATION IN VIOLATION OF ANY LAW.

10.3. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NEXTREQUEST OR ITS AFFILIATES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID NEXTREQUEST, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICE GIVING RISE TO THE CLAIM.

11. Indemnification

11.1. You agree to indemnify and hold harmless NextRequest, and its subsidiaries, affiliates, officers, agents, or other partners, and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of and access to the Service, your violation of these Terms, your violation of any rights of another person or entity, or your violation of any applicable laws or regulations.

12. Miscellaneous Terms

12.1. Modifications to this Agreement. NextRequest may occasionally revise these Terms. You can find the most recent version at <https://nextrequest.com/termsofservice>. By using the Service after a new version of these Terms becomes effective, you thereby agree to be bound by the revised Terms.

12.2. Choice of Law. These Terms and the relationship between you and NextRequest shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action, or disputes (regardless of theory) arising out of or relating to the Service, shall be brought exclusively in the courts located in the county of San Francisco or the U.S. District Court for the Northern District. You consent and waive any objection to the jurisdiction of and venue in these courts.

12.3. Authority to Enter Into Agreement. You represent and warrant that you have the legal authority to enter into this agreement and that the performance of obligations under this agreement will not violate any agreement between you and any other person, firm, or organization. If you are entering this agreement on behalf of another person or entity, you represent and warrant that you are authorized to do so.

12.4. Waiver and Severability. Failure by NextRequest to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

12.5. Entire Agreement. These Terms and our Privacy Policy together form the entire and exclusive agreement between you and NextRequest regarding the Service (unless you have a separate written agreement with NextRequest that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between you and NextRequest regarding the Service. There shall be no third party beneficiaries to the Terms.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of not to exceed \$200,000 for personal property for use by the City, and providing for publication of notice thereof (date of hrg: 11/20/23 @ 5:30 p.m.).

EXECUTIVE SUMMARY:
The Police Department is requesting to replace its current taser fleet of 45 Axon Taser X26P with 45 Axon Taser 10. This has become necessary due to a portion of the current fleet reaching the end of its useful life and warranty period.

See attached memorandum for additional details.

A public hearing is required due to the cost of the equipment being financed over a five-year period and that the Master Services and Purchasing Agreement is non-cancellable requiring it to be treated similar to indebtedness.

FISCAL IMPACT: **Yes**

The total cost is \$195,001.28, with installment payments of \$39,000.26 annually over a five-year period.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of not to exceed \$200,000 for personal property for use by the City, and providing for publication of notice.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):





PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on November 10, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Memorandum
 Resolution
 Master Services and Purchasing Agreement
 Quote

Subject: Procurement of the Axon Taser 10

Date: October 30, 2023

Prepared By: Darius Potts, Chief of Police

Introduction:

This executive summary outlines the rationale and key considerations for the procurement of the Axon Taser 10, a less-lethal electroshock weapon manufactured by Axon Enterprise. This procurement decision is essential for enhancing the effectiveness and safety of our law enforcement agencies.

Background:

Law enforcement agencies worldwide are continually seeking advanced tools and technologies to maintain public safety while minimizing harm to individuals involved in various situations. The Axon Taser 10 represents a significant advancement in non-lethal force options. It offers improved features and capabilities over its predecessors, ensuring officers can respond more effectively to a variety of scenarios.

Key Features and Benefits:

The Axon Taser 10 boasts several essential features and benefits, including:

1. **Increased Range:** The Axon Taser 10 provides a longer effective range, improving an officer's ability to incapacitate a subject from a safe distance.
2. **Enhanced Accuracy:** Advanced targeting technology and improved probes increase accuracy, reducing the risk of unintended injuries.
3. **Faster Reload:** The Taser 10's quick-reload feature allows officers to respond swiftly to follow-up shots when necessary, ensuring better control of situations.
4. **Improved Data Recording:** Enhanced data capture and integration capabilities aid in post-incident analysis, supporting transparency and accountability.
5. **Reduced Risk of Injury:** This less-lethal option helps minimize the risk of serious physical harm or death, promoting safer apprehensions.

Cost Analysis:

The plan is to purchase the 45 T10 Tasers using the 5-year payment plan. The upfront costs associated with procuring the Axon Taser 10 will need to be weighed against potential long-term cost savings. These savings may result from reduced medical expenses and legal settlements related to injuries or fatalities during law enforcement engagements.

Compliance and Training:

To ensure the responsible and safe use of the Axon Taser 10, a comprehensive training program will be implemented. Compliance with local and national regulations governing the use of less-lethal force is paramount.

Recommendation:

Our current taser will no longer be supported by Axon. Given the increasing need for more effective and less-lethal law enforcement tools, it is recommended that our organization proceed with the procurement of the Axon Taser 10. This decision aligns with our commitment to enhancing officer safety, reducing the risk of harm to subjects, and increasing the overall effectiveness of our law enforcement operations.

Conclusion:

The Axon Taser 10 presents a viable and responsible solution for equipping our law enforcement agencies with advanced less-lethal technology. This procurement decision not only aligns with our commitment to safety and accountability but also supports the evolving demands of modern policing. We are confident that the Axon Taser 10 will be a valuable addition to our law enforcement toolkit.

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSITION TO AUTHORIZE A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$200,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSITION TO AUTHORIZE A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$200,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, Iowa, should enter into a Master Services and Purchasing Agreement, a copy of which is attached hereto, in the principal amount of not to exceed \$200,000 as authorized by Sections 364.4 and 384.25 of the Code of Iowa, for the purpose of providing funds to pay costs of equipping the police department; and

WHEREAS, the term of the proposed agreement does not exceed the economic life of the property to be acquired; and

WHEREAS, the Master Services and Purchasing Agreement shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Master Services and Purchasing Agreement and all other general fund lease or lease purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified general fund budget amount; and

WHEREAS, before the Master Services and Purchasing Agreement may be authorized, it is necessary to comply with the provisions of said Code, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the

authorization of the Master Services and Purchasing Agreement and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 20th day of November, 2023, for the purpose of taking action on the matter of the authorization of a Master Services and Purchasing Agreement payable from the General Fund, in the principal amount of not to exceed \$200,000, the proceeds of which will be used to provide funds to pay costs of equipping the police department.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the authorization of said agreement.

Section 3. The notice of the proposed action to authorize said agreement shall be in substantially the following form:

(To be published on or before November 14, 2023)

NOTICE OF MEETING OF THE COUNCIL OF THE CITY OF
ANKENY, IOWA, ON THE MATTER OF THE PROPOSED
AUTHORIZATION OF A MASTER SERVICES AND
PURCHASING AGREEMENT (GENERAL FUND) IN THE
PRINCIPAL AMOUNT OF NOT TO EXCEED \$200,000, FOR
PERSONAL PROPERTY FOR USE BY THE CITY, AND THE
PUBLIC HEARING ON THE AUTHORIZATION THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, Iowa, will hold a public hearing on the 20th day of November, 2023, at 5:30 P.M., in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Master Services and Purchasing Agreement payable from the General Fund, in the principal amount of not to exceed \$200,000, the proceeds of which will be used in order to provide funds to pay costs of equipping the police department. Aggregate annual payments due from the general fund of the City on the proposed Master Services and Purchasing Agreement and all other general fund lease or lease purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified general fund budget amount.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of said agreement or will abandon the proposal.

This notice is given by order of the City Council of Ankeny, Iowa, as provided by Sections 364.4 and 384.25 of the Code of Iowa, as amended.

Dated this 6th day of November, 2023.

City Clerk of Ankeny, Iowa

Published in the Des Moines Register on the ____ day of _____, 2023.

(End of Notice)

PASSED AND APPROVED this 6th day of November, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement for Agency

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Ankeny Police Department (IA)

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)



Master Services and Purchasing Agreement for Agency

- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

-
- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-504406-45209.784NB

Issued: 10/10/2023

Quote Expiration: 11/24/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 118669

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-411 SW Ordnance Rd 411 SW Ordnance Rd Ankeny, IA 50023-2940 USA	Ankeny Police Dept. - IA 410 W 1st St Ankeny IA 50023-1557 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Brian Kroska Phone: (515) 289-5244 Email: bkroska@ankenyiowa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$195,001.28
ESTIMATED TOTAL W/ TAX	\$195,001.28

Discount Summary

Average Savings Per Year	\$6,623.94
TOTAL SAVINGS	\$33,119.72

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	\$39,000.24	\$0.00	\$39,000.24
Dec 2024	\$39,000.26	\$0.00	\$39,000.26
Dec 2025	\$39,000.26	\$0.00	\$39,000.26
Dec 2026	\$39,000.26	\$0.00	\$39,000.26
Dec 2027	\$39,000.26	\$0.00	\$39,000.26
Total	\$195,001.28	\$0.00	\$195,001.28

Quote Unbundled Price:	\$228,121.00
Quote List Price:	\$211,543.00
Quote Subtotal:	\$195,001.28

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$6,619.65)	(\$6,619.65)	\$0.00	(\$6,619.65)
100552	TRANSFER CREDIT - GOODS AXON	1			\$1.00	\$13,389.93	\$13,389.93	\$0.00	\$13,389.93
T10Cert	TASER 10 Certification Bundle	45	60	\$81.97	\$75.83	\$68.33	\$184,491.00	\$0.00	\$184,491.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$3,740.00	\$3,740.00	\$0.00	\$3,740.00
Total							\$195,001.28	\$0.00	\$195,001.28

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	45	01/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	1	01/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	45	01/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	1	01/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	2	01/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	2	01/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	2	01/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	900	01/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	18	01/01/2024
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	45	01/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	45	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	8	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	1	01/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	01/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2026
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2027
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2028
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	45	02/01/2024	01/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	45
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	45	01/01/2025	01/31/2029
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	1	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	45	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	8	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029

Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS AXON	1	\$2,677.99	\$0.00	\$2,677.99
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,323.93)	\$0.00	(\$1,323.93)
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$748.00	\$0.00	\$748.00
Year 1	T10Cert	TASER 10 Certification Bundle	45	\$36,898.18	\$0.00	\$36,898.18
Total				\$39,000.24	\$0.00	\$39,000.24

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS AXON	1	\$2,677.99	\$0.00	\$2,677.99
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,323.93)	\$0.00	(\$1,323.93)
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$748.00	\$0.00	\$748.00
Year 2	T10Cert	TASER 10 Certification Bundle	45	\$36,898.20	\$0.00	\$36,898.20
Total				\$39,000.26	\$0.00	\$39,000.26

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS AXON	1	\$2,677.99	\$0.00	\$2,677.99
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,323.93)	\$0.00	(\$1,323.93)
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$748.00	\$0.00	\$748.00
Year 3	T10Cert	TASER 10 Certification Bundle	45	\$36,898.20	\$0.00	\$36,898.20
Total				\$39,000.26	\$0.00	\$39,000.26

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS AXON	1	\$2,677.99	\$0.00	\$2,677.99
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,323.93)	\$0.00	(\$1,323.93)
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$748.00	\$0.00	\$748.00
Year 4	T10Cert	TASER 10 Certification Bundle	45	\$36,898.20	\$0.00	\$36,898.20
Total				\$39,000.26	\$0.00	\$39,000.26

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS AXON	1	\$2,677.99	\$0.00	\$2,677.99
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,323.93)	\$0.00	(\$1,323.93)
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$748.00	\$0.00	\$748.00
Year 5	T10Cert	TASER 10 Certification Bundle	45	\$36,898.20	\$0.00	\$36,898.20
Total				\$39,000.26	\$0.00	\$39,000.26

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-320020 (contract 00029516 shell 00049238) , Q-343530 (contract 00069475)

Agency is terminating those contracts effective 02/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$4,236.07 to the quote for delivered but unpaid items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:
Invoice INUS184270 (9/1/23)

Signature

10/10/2023

Date Signed





ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-51

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-51.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2158:

An Ordinance vacating a drainage easement on Lot 1 of Aspen Ridge Commercial Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To accept third consideration of ORDINANCE 2158.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:





ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2158, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt **RESOLUTION** authorizing the sale of property vacated by the City of Ankeny, Iowa, to Mike Murphy, Murphy Commercial Properties, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Exhibit
 Quit Claim Deed
 Resolution

WHEN RECORDED RETURN TO:

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

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3551

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF A PUBLIC DRAINAGE EASEMENT
LOCATED ON LOT 1, ASPEN RIDGE COMMERCIAL PLAT 3**

WHEREAS, pursuant to notice published in the manner required by law, on the 2nd day of October, 2023, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a public drainage easement, as shown on the attached Easement Vacation Plat; and

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

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

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

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

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

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

PASSED AND APPROVED this 6th day of November, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

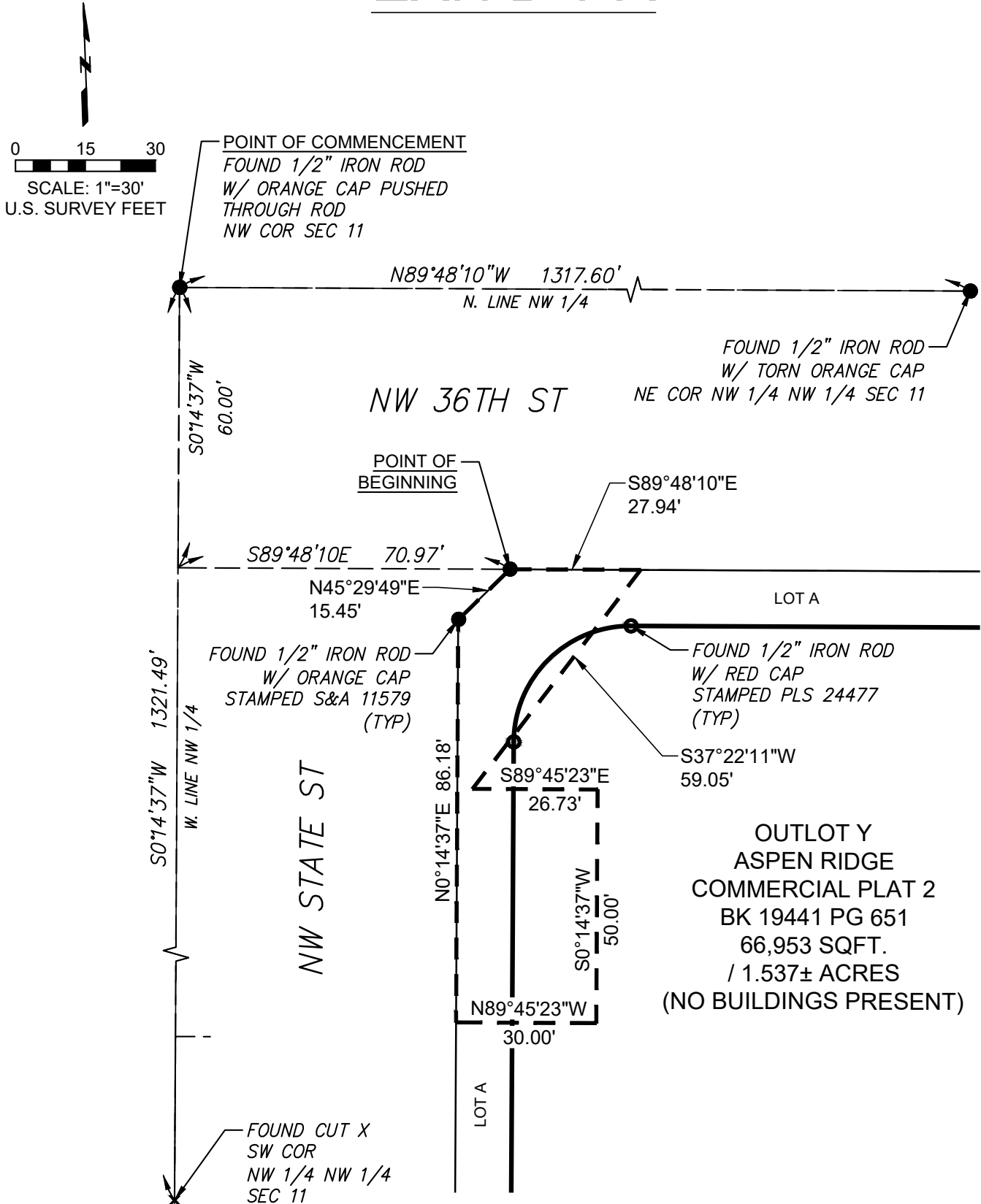
ATTEST:

Michelle Yuska, City Clerk

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

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

EXHIBIT A



20 ALLEN AVENUE, SUITE 200
ST LOUIS, MISSOURI 63119
(314) 962-7900 / info@f-w.com

EASEMENT VACATION
PART OF LOT A AND OUTLOT Y
ASPEN RIDGE COMMERCIAL PLAT 2
NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST, 5TH PM
CITY OF ANKENY, POLK COUNTY, IOWA

PROJECT NO.: 0220491.00
DRAWN: EAT
REVIEWED: CME
DATE: 8/15/2023

etrentmann | J:\2022\0220491.00 - McD - NW 36th & NW State St LC014-0363\Survey\07_Drawings\XV_ESMT - 0220491.dwg | 8/15/2023 1:22 PM |

EASEMENT VACATION

PERMANENT DRAINAGE EASEMENT VACATION LOCATED WITHIN A PORTION OF LOT A AND OUTLOT Y OF ASPEN RIDGE COMMERCIAL PLAT, ACCORDING TO THE DOCUMENT THEREOF RECORDED IN BOOK 19441, PAGE 651 OF THE POLK COUNTY RECORDS, SITUATED WITHIN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 0°14'37" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 60.00 FEET; THENCE DEPARTING SAID LINE, SOUTH 89°48'10" EAST, 70.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT VACATION; THENCE ALONG THE NORTH LINE OF SAID LOT A, SOUTH 89°48'10" EAST, 27.94 FEET; THENCE DEPARTING SAID LINE, SOUTH 37°22'11" WEST, 59.05 FEET; THENCE SOUTH 89°45'23" EAST, 26.73 FEET; THENCE SOUTH 0°14'37" WEST, 50.00 FEET; THENCE NORTH 89°45'23" WEST, 30.00 FEET TO THE WEST LINE OF SAID LOT A; THENCE ALONG SAID LINE, NORTH 0°14'37" EAST, 86.18 FEET; THENCE NORTH 45°29'49" EAST, 15.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES (2,433 S.F.).

SAID EASEMENT VACATION BEING THE SAME DESCRIBED PERMANENT DRAINAGE EASEMENT IDENTIFIED AS AREA "A" IN AN ACQUISITION PLAT RECORDED IN BOOK 11315, PAGE 756 OF SAID COUNTY RECORDS.



20 ALLEN AVENUE, SUITE 200
ST LOUIS, MISSOURI 63119
(314) 962-7900 / info@f-w.com

EASEMENT VACATION
PART OF LOT A AND OUTLOT Y
ASPEN RIDGE COMMERCIAL PLAT 2
NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST, 5TH PM
CITY OF ANKENY, POLK COUNTY, IOWA

PROJECT NO.: 0220491.00
DRAWN: EAT
REVIEWED: CME
DATE: 8/15/2023

WHEN RECORDED RETURN TO:

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

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3551
Address Tax Statements: Mike Murphy, Murphy Commercial Properties, LLC, PO Box 667, Ankeny, IA 50021

QUIT CLAIM DEED

BE IT KNOWN BY ALL:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by Mike Murphy, Murphy Commercial Properties, LLC, does hereby QUIT CLAIM unto said Mike Murphy, Murphy Commercial Properties, LLC, all its right, title, and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EASEMENT VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

DATED this 6th day of November, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2023, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF PROPERTY VACATED BY THE CITY OF ANKENY, IOWA, TO MIKE MURPHY, MURPHY COMMERCIAL PROPERTIES, LLC

WHEREAS, by Ordinance No. 2158 the City has vacated certain property, as shown on the attached Easement Vacation Plat; and

WHEREAS, Mike Murphy, Murphy Commercial Properties, LLC has offered to purchase said property for an amount equal to the costs incurred by the City to vacate said property; and

WHEREAS, a public hearing on said vacation and sale was held on the 2nd day of October, 2023, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase said property, determines that the offer should be accepted.

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

1. That the City accepts the offer of Mike Murphy, Murphy Commercial Properties, LLC to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Easement Vacation Plat; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 6th day of November, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2159: An Ordinance creating Chapter 49 of the Code of Ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to camping within city limits.

EXECUTIVE SUMMARY:
The objective of this proposed ordinance is to maintain and preserve public places to be accessible to all while providing assistance to homeless individuals by finding immediate shelter space and permanent housing as soon as practical, not to seek monetary fines. Items included in the proposed ordinance consists of sections addressing definitions, unlawful camping, unlawful storage of personal property in public spaces, penalty for violations, removal procedures, and, in areas specifically noted, the suspension of enforcement if no overnight shelter is available.

FISCAL IMPACT: **No**
There is anticipated to be ancillary expenses both in terms of monetary and staff time related to transportation, temporary accommodations, and administration.

CITY MANAGER'S RECOMMENDATIONS:
Accept third consideration of Ordinance 2159 to create chapter 49, Camping, in the Code of Ordinances.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2159, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Proposed Ordinance Chapter 49 - Camping

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 49, CAMPING, OF THE MUNICIPAL
CODE OF THE CITY OF ANKENY, IOWA

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

Section 1: That the Code of Ordinances of the City of Ankeny, Iowa, is hereby amended to adopt the following underlined language:

CHAPTER 49
CAMPING

49.01 UNLAWFUL CAMPING.

1. It shall be unlawful for any person to camp, occupy a campsite or use camp paraphernalia in the following areas unless otherwise specifically authorized in an Ankeny campground or by City regulations or rules or by temporary permit to allow camping on public property in connection with a special event or by declaration of the mayor in emergency circumstances, except as set forth in Subsection 2 below:

A. Any park;

B. Any publicly-owned property to which the public is not ordinarily allowed access, including but not limited to, buildings, water storage tank sites, well sites, storm water ponds and facilities, and other secured properties;

C. That portion of any street or sidewalk that is expressly reserved for vehicular or pedestrian travel;

D. Portions of any street right-of-way that is not expressly reserved for vehicular or pedestrian travel; and

E. Any other publicly-owned parking lot or publicly-owned property, improved or unimproved.

2. The prohibitions contained in subsections 1.A, 1.B, 1.C, and 1.E above shall be enforced at all times. Law enforcement officers shall not enforce the prohibitions in Subsection 1.D above when there is no Available Overnight Shelter for individuals or family units experiencing homelessness on the date that camping occurs. "Available Overnight Shelter" means a public or private shelter within Polk County and with an available overnight space, open to an

individual or family unit experiencing homelessness at no charge. If an individual or family unit cannot use available space because of the individual or family member's sex, familial or marital status, religious beliefs, disability, or a shelter's length-of-stay restrictions, the space is not considered to be available. The space is also not considered to be available if an individual has attempted to secure a bed at the shelter by lining up in advance of the shelter opening for the day and has been denied entry due to lack of available space. The space is considered available if the individual could not use the space due to voluntary actions such as intoxication, drug use or unruly behavior.

49.02 STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES.

1. It shall be unlawful for any person to store personal property, including a campsite and camp paraphernalia, unless otherwise specifically authorized in an Ankeny campground or by City regulations or rules or by temporary permit to allow camping on public property in connection with a special event or by declaration of the mayor in emergency circumstances, in the following areas, except as set forth in Subsection 2 below:

A. Any park;

B. Any publicly-owned property to which the public is not ordinarily allowed access, including but not limited to, public buildings, water storage tank sites, well sites, storm water ponds and facilities, and other secured properties;

C. That portion of any street or sidewalk that is expressly reserved for vehicular or pedestrian travel;

D. Portions of any street right-of-way that is not expressly reserved for vehicular or pedestrian travel; and

E. Any other publicly-owned parking lot or publicly-owned property, improved or unimproved.

2. The prohibitions contained in Subsections 1.A, 1.B, 1.C, and 1.E above shall be enforced at all times. Law enforcement officers shall not enforce the prohibitions in Subsection 1.D above when there is no Available Overnight Shelter for individuals or family units experiencing homelessness on the date that camping occurs. If an individual or family unit cannot use available space because of the individual or family member's sex, familial or marital status, religious beliefs, disability, or a shelter's length-of-stay restrictions, the space is not considered to be available. The space is also not considered to be available if an individual has attempted to secure a bed at the shelter by lining up in advance of the shelter opening for the day and has been denied entry due to lack of available space. The space is considered available if the individual

could not use the space due to voluntary actions such as intoxication, drug use or unruly behavior.

49.03 PENALTY FOR VIOLATIONS.

1. Violation of this Ordinance shall be deemed a trespass and subject the person to the penalties of a simple misdemeanor, but specifically excluding imprisonment.

2. Prior to imposing any fine for violation of this Chapter, the Court shall make an inquiry into a person's ability to pay. The Court is explicitly authorized to impose a requirement to perform community service in lieu of paying a fine.

49.04 ENFORCEMENT.

1. A violation of this Chapter shall be enforced as follows:

A. Prior to issuing any citation pursuant to this Chapter, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance with the relevant department policy, if there is Available Overnight Shelter to accommodate the subject of the investigation. If the officer determines that there is no Available Overnight Shelter, the officer shall not issue a citation.

B. If the officer determines that there is Available Overnight Shelter, the officer may, within their discretion:

- (1) Provide directions to the shelter location.
- (2) Offer one-time transport to the shelter location.

C. Any individual who refuses to accept the shelter space offered is subject to penalty in accordance with Section 49.03 of this Chapter.

2. After notice reasonably attempted or given, Camp paraphernalia, left for 72 hours or more shall be deemed abandoned and may be removed and disposed of by the City. Provided, however, any Camp paraphernalia determined to be hazardous to the person or to others may be removed and disposed of immediately.

49.05 DEFINITIONS.

1. The following definitions are applicable to this chapter unless the context otherwise requires:

A. “Camp” means to set up or remain in or at a campsite for the purpose of establishing or maintaining a temporary place to live, or to use camp paraphenalia;

B. “Campsite” means a place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any other vehicle or part thereof;

C. “Camp paraphenalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks or noncity-designated cooking facilities and similar equipment;

D. “Park” means those areas subject to the executive and administrative responsibility of the Park Board established by Code of Ordinances of the City of Ankeny Chapter 23, including but not limited to parks, trails, playgrounds, athletic fields, and public open space;

E. “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location;

F. “Street” means any highway, lane, road, street, right-of-way, boulevard, alley and every way or place in Ankeny that is open as a matter of right to public vehicular travel.

49.06 RULES.

1. The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing Sections 49.01 through 49.05.

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

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

PASSED at Ankeny, Iowa, this ____ day of _____ 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2023

1st Con _____

2nd Con _____

3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2160: An Ordinance Amending Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and providing that general property taxes shall no longer be divided on certain property located within the Amended 1989 Ankeny Economic Development Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa (Removing "Amendment No. 1 Area", "Amendment No. 2 Area", and "Amendment No. 3 Area" from division of taxes only)

EXECUTIVE SUMMARY:

The amended 1989 Ankeny Economic Development Urban Renewal Area Amendment Areas 1, 2 and 3 have reached their statutory life limit and are required to be removed from the ordinances allowing for the division of revenues on property with in these areas. This ordinance closes these urban renewal areas and ceases the division of revenues on property located within. Some of the property included in these areas were removed and added back into the urban renewal area with Amendment #8, so a few properties will remain. A majority of those properties remaining have active development agreements that have not been terminated. A majority of the area to be removed is located south of Oralabor Road. Following closure, this property can be added to a new urban renewal area if future projects warrant the need to do so.

FISCAL IMPACT: **No**

These urban renewal areas are statutorily required to expire 20 years following the first year in which debt within the urban renewal area is certified. There is no financial impact with this closure. This action has been planned for and anticipated since the inception of these amendments approximately 20 years ago.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented and advance to second and third readings. Staff will request the second and third reading of this ordinance be collapsed to meet the December 1 deadline imposed by the Polk County Auditor's office.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2160.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 URA Removal Ordinance

-1-
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, AND 2072, AND PROVIDING THAT GENERAL PROPERTY TAXES SHALL NO LONGER BE DIVIDED **ON CERTAIN PROPERTY** LOCATED WITHIN THE AMENDED 1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL AREA, IN CITY OF ANKENY, COUNTY OF POLK STATE OF IOWA (REMOVING “AMENDMENT NO. 1 AREA”, “AMENDMENT NO. 2 AREA”, AND “AMENDMENT NO. 3 AREA” FROM DIVISION OF TAXES ONLY)

WHEREAS, the City Council of the City of Ankeny, State of Iowa, has heretofore, in Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, provided for the division of taxes within the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, the City Council of the City of Ankeny has determined that in order to fulfill the purposes, objectives and projects for the Urban Renewal Area, and comply with the Urban Renewal Law, certain portions of the Urban Renewal Area must be removed from Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072 and no longer subject to the division of taxes under Section 403.19 of the Code of Iowa.

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

Section 1: That, as of July 1, 2024, the following portion (the “Amendment No. 1 Area”, the “Amendment No. 2 Area”, and the “Amendment No. 3 Area”, or collectively the “Removed Property”) of the 1989 Ankeny Economic Development Urban Renewal Area shall be removed from the application of Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and shall no longer be subject to the division of taxes under Section 403.19 of the Code of Iowa described in said Ordinances:

A. AMENDMENT NO. 1 AREA

Beginning at the south 1/4 corner of Section 19, T80N, R23W; thence east to the east line of the west 14 acres of the NW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south to the north line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence east to the east line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south along said line to a point 1319.43' E and 431.12' N of the S 1/4 corner of Section 30; thence N 89° 39' 54" W, 12.86'; thence S 00° 20' 06" W, 33.22'; thence S 89° 41' 23" W, 135.80'; thence S 03° 29' 07" W, 43.21'; thence N 89° 48' 56" W, 269.48'; thence S 01° 28' 18" E, 355.09' to the S line of Section 30; thence westerly along said line to the west line of the E 15.36 acres of the NW 1/4 of the NE 1/4 of Section 31, thence S to the S line of the NW 1/4 of the

NE 1/4 of Section 31; thence easterly to the E line of Section 31; thence S along said E Section line 1840.72'; thence N 89° 55' 58" W, 813.52'; thence S 00° 00' 00" E, 5285.02'; thence N 88° 37' 53" W, 1,010.29'; thence N 00° 00' 00" E, 763.43'; thence N 88° 21' 58" W, 835.19'; thence N 00° 08' 03" E, 415.28'; thence westerly to the E ROW line of I-35; thence northerly along said ROW line to the S line of the N 1/2 of the SW 1/4 of Section 31; thence east to the southeast corner of the NE 1/4 of the SW 1/4 of Section 31; thence north along the centerline of section 31, T80N, R23W to the north line of the south 1/2 of the SW 1/4 of Section 30; thence west to the east ROW line of I-35; thence northerly along said ROW to the north line of Section 30; thence east along said north line to the P.O.B.

AND

The NE 1/4 of the SE 1/4 of the SE 1/4, and the west 60 acres of the south 1/2 of the SE 1/4, and the SE 1/4 of the SE 1/4 of the SE 1/4, all in Section 36, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa, and Lot 1 in Carney Acres an official plat in Polk County, Iowa and the abandoned railroad right-of-way lying east of and adjacent to the east line of said Lot 1 in Carney Acres, and;

Beginning at a point on the East line of said SE 1/4 of Section 36 being 725.61 feet South of the East 1/4 corner of said Section 36; thence continuing South 00° 00' East, along said East line 596.85 feet to the SE 1/4 corner of the North 1/2 of said SE 1/4, Section 36; thence South 89° 46' 31" West, along the South line of the North 1/2 of the SE 1/4 said Section 36, 948.78 feet; thence North 00° 00' East, 596.85 feet; thence North 89° 46' 31" East, 948.78 feet to the point of beginning.

AND

Beginning at a point at the intersection of the north and west lines of Oralabor Cemetery; thence south to the south line of Oralabor Cemetery; thence east to the west ROW of the Chicago and Northwestern Railroad; thence southerly along said ROW to a point 613' north of the south line of the NW 1/4 of Section 36; thence west 1256'; thence south to the south line of the NW 1/4 of Section 36; thence east to the west ROW line of the Chicago and Northwestern R.R.; thence southwesterly along said ROW to the intersection of a line parallel to and 625' south of the north line of the south 1/2 of Section 32; thence west 2010.36'; thence north along the west line of Section 36 to the NW corner of Section 36; thence west to the west ROW line of S. Ankeny Blvd.; thence south along said ROW 350'; thence west 260'; thence south 142'; thence south along said ROW line to the south line of NE 1/4; thence west to the center of said section; thence north to the south ROW line of SW Ankeny Road; thence southwesterly along said ROW line to a point on the south line of the NW 1/4 of Section 35; thence west along said line to the west ROW line of SW Ankeny Road; thence S 56° 26' 00" W, 509.6'; thence southwesterly 605.4' on an 828.9' radius curve concave southeasterly, the cord for which bears S 35° 30' 30" W and has a length of 592.1'; thence S 79° 02' 00" W,

48.8'; thence N 10° 58' 00" W, 779.9' to the N line of the SE 1/4 of Section 34; thence west along said line to a point being the west ROW line of NW Polk City Dr.; thence north along said ROW line to a point on the north line of Section 34; thence east along the north Section line of Section 34 to a point on the north Section line of Section 36, T80N, R24W being the point of beginning,

LESS THE PROPERTY PREVIOUSLY REMOVED FROM THE AMENDMENT NO. 1 AREA BY AMENDMENT NO. 8 AS FOLLOWS:

EX S 10F E 282F- LOT 1 CARNEY ACRES Geo Parcel ID: **8024-36-377-001**

AND

PARCEL F BEG 50F E OF S 1/4 COR OF SEC THN N 1321.25F E 262.8F SW 289.09F S 1083F W 100F TO POB S 1/2 SE 1/4 LESS .092A RD SEC 36-80-24 Geo Parcel ID: **8024-36-400-013**

AND

LT 2 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-032**

AND

LT 1 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-033**

AND

PARCEL A BK 10158 PG 677 BEG NW COR THN S 490.57F ALNG W LN TO ROW LN SE RIO CT SLY 97.7F TO SW CORE 122.47F ALNG S LN N 571.18F TO N LN W 157.02F TO POB LT 5 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-028**

AND

EX PARCEL A BK 10158 PG 677- & -EX PARCEL B BK 15488 PG 862- LT 5 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-039**

AND

PARCEL B BK 15488 PG 862 BEG SW COR LT 5 AKA SW COR PARCEL A THN E 122.48F TO SE COR PARCEL A THNN 411F E 305F S 418F W 431.12F TO W LN LT 4 THNNELY 7.89F TO POB LTS 4 & 5 CARNEY INDUSTRIAL PLAT

Geo Parcel ID: **8024-36-400-040**

AND

EX PARCEL B BK 15488 PG 862- LOTS 3 & 4 CARNEY INDUSTRIAL PLAT 1

Geo Parcel ID: **8024-36-400-041**

And

EX E 20F- LOT 1 LAKEVILLE REALTY PLAT 1

Geo Parcel ID: **8024-36-400-037**

And

EX BEG NE COR THN S 614.88F SWLY 47.02F W 24.98F NELY 54.86F N 609.96F E 20F TO POB- LOT 1 CIRCUIT CITY PLAT 1 Geo Parcel ID: **8024-36-400-034**

And

LOT 1 CHICAGO TUBE AND IRON PLAT 1 Geo Parcel ID: **8024-36-400-010**

And
S 298.23F MEAS PERPENDICULAR TO S LN LT 1 CARNEY INDUSTRIAL
PLAT 1 Geo Parcel ID: **8024-36-400-027**

And
EX S 298.23F MEAS PERPENDICULAR TO S LN- LT 1 & S 148.5F LT 2
CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-031**

And
-EX S 148.5F MEAS PERPENDICULAR TO S LN- LOT 2 CARNEY
INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-030**

And
PARCEL K BEG 1320.3F S & 420.66F W OF NE COR THN SW 1224.22F N
865.78F E 879.65F TO POB SW 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-008**

And
BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE
1224.22F TO S LN METRO NORTH E 152.73F TO POB SE 1/4 SW 1/4 LESS
.05A RD SEC 31-80-23
Geo Parcel ID: **8023-31-300-022**

And
EX PARCEL K BEG 1320.3F S & 420.66F W OF NE COR SW 1/4 THN SW
1224.22F N 865.78F E 879.65F TO POB- & -EX BEG 1320.3F S & 267.93F W OF
NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH
E 152.73F TO POB- E 1300.18F LYG E OF I-35 SE 1/4 SW 1/4 LESS RD SEC
31-80-23
Geo Parcel ID: **8023-31-300-023**

And
That part of SE Delaware Ave right-of-way within Section 36, Township 80 North,
Range 24 West of the 5th P.M.

B. AMENDMENT NO. 2 AREA

Area A

Clark

Polk County Geo Parcel Number: 8023-30-451-012

Polk County Geo Parcel Number: 8023-30-451-013

Lauridsen

Polk County Geo Parcel Number: 8023-30-476-013

Polk County Geo Parcel Number: 8023-30-476-014

Polk County Geo Parcel Number: 8023-30-476-015

Polk County Geo Parcel Number: 8023-30-476-016

Polk County Geo Parcel Number: 8023-30-476-017

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-200-006

Polk County Geo Parcel Number: 8023-31-200-007

Polk County Geo Parcel Number: 8023-31-200-011

Robert Johnson and Kathryn Zimmer

Polk County Geo Parcel Number: 8023-31-200-010

Polk County Geo Parcel Number: 8023-32-101-002

Area B

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-400-029

Mc Dermott

Polk County Geo Parcel Number: 8023-31-400-026

Polk County Geo Parcel Number: 8023-31-400-027

Wangsness

Polk County Geo Parcel Number: 8023-31-400-023

Area C

Sheldahl & Associates, Incorporated

A PART OF THE SOUTHEAST 1/4 OF SECTION 28 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 0° 21' 52" EAST, 214.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 88° 15' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 111.62 FEET; THENCE SOUTH 84° 50' 56" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 302.85 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 11,564.12 FEET, WHOSE ARC LENGTH IS 2.08 FEET AND WHOSE CHORD BEARS SOUTH 85° 02' 22" WEST, 2.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SW WOODBURY LANE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.14 FEET AND WHOSE CHORD BEARS NORTH 50° 06' 51" WEST, 35.26 FEET; THENCE NORTH 5° 15' 45" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 186.57 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 525.00 FEET, WHOSE ARC LENGTH IS 8.47 FEET AND WHOSE CHORD BEARS NORTH 5° 42' 56" WEST, 8.47 FEET; THENCE NORTH 84° 50' 57" EAST, 600.83 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF IRVINEDALE DRIVE; THENCE SOUTH 2° 34' 59" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 236.40 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF ORALABOR ROAD; THENCE SOUTH 88° 15' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 127.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.99 ACRES (130,416 SF).

Warren Mgr Inc.

Polk County Geo Parcel Number: 8024-34-103-003

Warren Transport Inc.

Polk County Geo Parcel Number: 8024-34-103-005

William C. Knapp

Polk County Geo Parcel Number: 8024-34-103-004
(Lot 50, Tradition Greens Plat 1)

Polk County Geo Parcel Number: 8024-34-102-017
(Lot 51, Tradition Greens Plat 1)

C. AMENDMENT NO. 3 AREA

EX BEG 510.3F E OF NW COR THN S650F W30F S250F E 480F N 900F W 450F TO POB- NE FRL 1/4 LESS RR & RD SEC 1-79-24 Polk County Geo Parcel: 7924-01-200-004

AND

EX E 478.5F- N 1/2 NE 1/4 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-001

AND

EX BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE 556.12F E 763.21F S 531.62F TO POB- SW 1/4 SE 1/4 LESS 1.77 A RY & RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-021

AND

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NW FRL 1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-100-008

AND

EX 1 SQUARE A NW COR & PARCEL F BK 8529 PG 964 BEG 884.67F E OF NW COR THN E 435F S 545F W 435F N 545F TO POB & BEG 1314.2F N OF W 1/4 COR OF SEC THN N 258F ALNG W LN E 100F S 258F W 100F TO POB- NW 1/4 NW 1/4 LESS 2.24A RD SEC 8-79-23 Polk County Geo Parcel: 7923-08-100-009

AND

1 SQUARE A NW COR NW 1/4 NW 1/4 LESS .458A RD SEC 8-79-23 Polk County Geo Parcel: 7923-08-100-001

AND

PARCEL D S1039.5F W1155F SW 1/4 SW 1/4 LESS 2.94A RD SEC 5-79-23 Polk County Geo Parcel: 7923-05-300-008

AND

EX S 1065.15F- W 757F S OF RR LESS RD SW 1/4 SEC 5-79-23 Polk County Geo Parcel: 7923-05-300-001

AND

EX W 60F RD- BEG 1040.15F N OF SW COR THN E 1155F THN N TO PT 330F S OF N LN THN W TO PT 1584F W OF E LN THN N TO S LN RR THN SWLY ALNG RR TO PT 757F E OF W LN & 1064.5F N OF S LN THN W 757F TO W LN THN S 25F TO POB SW 1/4 SEC 5-79-23 Polk County Geo Parcel: 7923-05-300-002

AND

EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR TOW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE 1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4- & -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S

TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB- E 1/2 SE 1/4
LYG SE OF RR ROW SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-020

AND

EX S 240F E 316.23F- & -EX PAR A N334.38F S 540.54F E 316.23F SE 1/4- &
-EX S 33F EAS- BEG SE COR THN W TO SW COR N 430F SELY 1010F TO
PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E 314.5F
S240F TO POB SE 1/4 SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-
400-014

AND

EX PAR B 8629 BEING THE W 250.07F ON S LINE & W 250.14F ON N LINE-
BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB NE 1/4
LESS .84A RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-016

AND

EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER
SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW
SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-017

AND

EX W 322.5F N 270.15F S 642F & PARCEL L BK 8797 PG 822 BEG NW COR
THN E 1293.41F TO W ROW LN I-35 S 436.39F W 1302.23F TO W LN N
436.34F TO POB- SW 1/4 SW FRL 1/4 LESS .64A RD EAS & 4A I-35 SEC 31-
80-23

Polk County Geo Parcel: 8023-31-300-013

AND

PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-
35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A
RD EAS SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-011

AND

PARCEL L BK 8797 PG 822 BEG NW COR THN E1293.41F TO W ROW LN I-
35 S 436.39F W 1302.23F TO W LN N 436.34F TO POB SW 1/4 SW FRL 1/4
LESS .45A RD EAS SEC 31-80-23 Polk County Geo Parcel: 8023-31-300-012

AND

PARCEL J BOOK 8651 PG 594 BEG 422.26F S OF NW COR THN E 1339.52F
TO WLY ROW LN I-35 S 126.59F SLY 407.62F W 963.8F N 310.15F W 370F
TO W LN N 219.31F TO POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-012

AND

PAR F 8629-418 BEG CENTER OF SECTION 6 THN E 606.31F S 822.47F SW
ALONG N RR ROW LN 302.68F NW 50F SW 403.9F N 1193.67F TO POB SE
1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-015

AND

PAR D 8629-416 BEG AT CENTER OF SECTION 6 THN N 572.06F E 605.16F
S 566.44F W 606.31F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-013

AND

PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-018

AND

S 1/2 NE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-003

AND

N 1/2 SE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-001

AND

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Polk County Geo Parcel: 7923-07-300-011

AND

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-002

AND

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23

Polk County Geo Parcel: 7923-07-100-009

AND

N 1/2 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-79-23

Polk County Geo Parcel: 7923-07-100-005

AND

NW 1/4 NE 1/4 & N 1/2 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23

Polk County Geo Parcel: 7923-18-200-001

AND

E 1/2 S 1/2 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST =35 SEC 7-79-23

Polk County Geo Parcel: 7923-07-300-006

AND

EX PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB- PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-019

AND

PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1210.85F N 822.47F TO POB SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-016

AND

BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE
556.12F E 763.21F S 531.62F TO POB SW 1/4 SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-022

AND

PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF
SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-
79-23

Polk County Geo Parcel: 7923-06-200-011

AND

BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F
TO POB NE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-017

AND

PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N
563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-015

AND

PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F
E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-014

AND

BEG 1033.1F E & 55.7F N OF SW COR THN E 624F NE 394.1F NELY 355.7F
N 773.6F W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-007

AND

ALL OF THE RAILROAD RIGHT OF WAY LOCATED IN THE SOUTH HALF
OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M.,
POLK COUNTY, IOWA

AND

ALL OF THE RAILROAD RIGHT OF WAY LYING EAST OF INTERSTATE
35 AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK
COUNTY, IOWA

AND

BEG NW COR THN E1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW
LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO
POB N 1/2 SW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-
06-300-001

AND

S 16.5F SW1/4 NW FRL 1/4 LYG W INTST SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-008

AND

EX N 282F W 463.4F- & -EX S 16.5F- S 19.98A W 31A S 62.99A NW FRL 1/4
LESS RD LESS 4.8A INTST 35 SEC 6-79-23 Polk County Geo Parcel: 7923-06-
100-007

AND

THE ADJACENT 1/2 RIGHT-OF-WAY OF NE 70th AVENUE, NE 66th AVENUE, NE 62nd AVENUE, NE 54th AVENUE, NE 22nd STREET, NE 29th STREET, INTERSTATE 80 AND INTERSTATE 35 LYING SOUTH OF NE 62ND AVENUE.

AND

THE ADJACENT FULL RIGHT OF WAY OF INTERSTATE 35 LYING NORTH OF NE 62ND AVENUE.

AND

W 322.5F N 270.15F S 642F SW FRL 1/4 LESS .274 A RD SEC 31-80-23

Polk County Geo Parcel: 8023-31-300-003

AND

S 310F N 951.7F W 370F NW 1/4 NW 1/4 LESS 0.178A RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-002

AND

N 1/2 OF FOLLOWING PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-003

AND

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-100-005

AND

N 132 F E 133.4 F W 463.4 F & S 150 F N 282 F W 463.4 F S 19.98 A W 31 A S 62.99 A NW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-006

AND

EX BEG NW COR THN E 1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO POB- N 1/2 SW FRL 1/4 LYG W OF I-35 LESS RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-002

AND

EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-300-008

AND

BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-009

AND

E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-010

AND

EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-006

AND

PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23

Polk County Geo Parcel: 7923-06-400-012

AND

LOTS 2 & 3 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-002

AND

LOT 1 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-003

AND

W 308F N 924F LESS 1.06A RD S 1/2 SW FRL 1/4

SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-003

AND

EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23

Polk County Geo Parcel: 7923-07-200-004

AND

EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23

Polk County Geo Parcel: 7923-06-200-018

AND

E 20A S 1/2 N OF RR & -EX BEG 1384.73F E & 1.8F S OF NW COR SW 1/4 THN NE 17.04F SW 11.04F NW 16.89F NE 6.4F TO POB- N 1/2 E OF I-35 & N OF RR SW FRL 1/4 & E 31.97A S 62.97A NW FRL 1/4 SEC 6-79-23

Polk County Geo Parcel: 7923-06-300-013

LESS THE PROPERTY PREVIOUSLY REMOVED FROM THE AMENDMENT NO. 3 AREA BY AMENDMENT NO. 8 AS FOLLOWS:

LOT 2 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-001**

And

LOT 1 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-002**

And

EX SAMS CLUB SUBDIVISION- & -EX BEG NW COR PARCEL M BOOK 10622 PAGE 478 THN E 50F ALNG N LN PARCEL M S 245.74F TO PT ON WLY LN PARCEL M W

50.01F N 244.32F TO POB- PARCEL M BOOK 10622 PAGE 478 COM SW COR SEC 31 THN N 642F ALNG W LN TO BEG THN N 244.32F TO SW COR PARCEL L BOOK 8797 PAGE 822 E 1302.23F ALNG S LN PARCEL L TO SE COR PARCEL L S 363.63F ALNG WLY ROW INTST HWY 35 SE 161.51F W 1008.86F N 270.15F NW 322.5F TO POB SW

1/4 SW FRL 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-024**

And

EX W 50.02F- W 322.5F N 270.15F S 642F SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: **8023-31-300-020**

And

EX BEG SW COR THN N 372.53F E 50.01F S 371.13F W 50F TO POB- PARCEL N BOOK 10622 PAGE 478 BEG SW COR THN N 371.85F ELY 1331.36F TO WLY ROW LN INTST HWY 35 SELY 363.66F TO NE COR PARCEL K BOOK 8651 PAGE 594 W 1342.64F ALNG N LN PARCEL K TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23

Geo Parcel ID: **8023-31-300-021**

And

That part of SE Delaware Ave right-of-way within in Section 31, Township 80 North, Range 23 West of the 5th P.M.

And

West Side of I-35

LOT 1 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-003**

And

LOTS 2 & 3 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-002**

And

EX W 50F - & -EX N 40F RD EASM- NE 1/4 LYING W OF FRIENDLY HILLS SEC 1-79-24 Geo Parcel ID: **7924-01-200-008**

And

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID: **7924-01-200-012**

And

LOT 2 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID: **7924-01-251-001**

And

LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7924-01-200-011**

And

THAT PART NE FRL 1/4 LYING S OF FRIENDLY HILLS & LYING S OF CHAPMAN BROTHERS FARM PLAT 1 & LYING NE OF PARCEL "H" BK 15388 PG 273 & LYING NE OF CORPORATE WOODS INDUSTRIAL PARK PLAT 1 LESS RD SEC 1-79-24

Geo Parcel ID: **7924-01-200-010**

And

PARCEL K BK 8651 PG 594 BEG NW COR THN E 1342.64F TO W ROW LN I-35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-011**

And

EX BEG 1330.82F E OF NW COR THN E 8.61F TO WLY ROW LN INTER I-35 S 126.38F SLY 407.56F TO SE COR W 42.03F NE 535.11F TO POB- PARCEL J BOOK 8651 PG

594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35 S 126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO

POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-013**

And

EX W 50F- S 310F N 951.7F W 370F NW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-100-002**

And

EX COM NW COR OF SEC THN S 1611.35F ALNG W LN E 1109.48F TO POB THN NE 440.32F NE 249.82F E 42.03F TO PRESENT WLY ROW LN I-35 S 403.31F ALNG WLY ROW LN SWLY 258.55F W 182.38F TO POB- & -EX W 50F- N 1/2 W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 SEC 6-79-23 SEC 6-79-23

Geo Parcel ID: **7923-06-100-016**

And

N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-005**

And

EX W OF LN BEG 454.78F N & 112.46F ELY OF SW COR THN S 149.8F TO S LN- N 132F E 133.4F W 463.4F & S 150F N 282F W 463.4F S 19.98A W 31A S 62.99A NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-017**

And

BEG 304.98F N & 50F E OF SW COR THN E 414.01F N 281.8F E 232.16F SW 208.06F S 286.9F SW 567.25F N 226.42F TO POB SW 1/4 NW FRL 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-100-024**

And

BEG 292.56F S & 50F E OF W 1/4 CORNER OF SEC 6-79-23 THN E 143.6F S 90F W 143.6F N 90F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-019**

And

LOT 1 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-001**

And

LOT 2 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-002**

And

LOT 3 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-003**

And

LOT 4 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-004**

And

LOT 11 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-001**

And

LOT 10 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-002**

And

LOT 9 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-003**

And

LOT 8 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-001**

And

LOT 7 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-002**

And

That part of SE Delaware Ave right-of-way within Section 1, Township 79 North, Range 24 West.

And

All right-of-way within in Section 6, Township 79 North, Range 23 West lying West of Interstate 35 Centerline.

And

East Side of I-35

W 3101.85F MEAS ON S LN N 912.37F N 1/4 LYG E OF I-35 SEC 6-79-23 Geo Parcel ID: **7923-06-200-019**

And

BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-017**

And

EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-018**

And

EX COM SW COR THN E 1246.93F NE 970.08F E 138.28F TO BEG THN NE 144.42F NELY 1245.44F N 999.71F NE 15.32F SE 735.22F S 1010.13F S 338.1F SE 318.65F W 228.11F TO POB- BEG 572.26F N OF CNTR OF SEC THN N 415.28F W 1354.98F NLY 1024.7F TO N LN E 1991.85F S 1462.98F W 735.15F TO POB N 1/2 SEC 6-79-23

Geo Parcel ID: **7923-06-100-018**

And

BEG 572.26F N & 735.15F E OF SW COR THN N 1462.98F E 1110F S 1493.02F W 1110.45F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-006**

And

PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-200-011**

And

OUTLOT X CORPORATE WOODS BUSINESS PARK PLAT 2

Geo Parcel ID: **7923-06-176-001**

And

PARCEL B BOOK 12441 PAGE 542 OUTLOT W CORPORATE WOODS
BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-177-001**

And

LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 2 Geo Parcel ID: **7923-06-176-002**

And

OL Z CORPORATE WOODS BUSINESS PARK PLAT 3 Geo Parcel ID: **7923-06-177-002**

And

LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-100-023**

And

PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F
E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID:
7923-06-200-014

And

BEG 800.48F W OF SE COR THN N 563.75F W 1010.41F S 568.43F TO S LN E
TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-009**

And

PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N
563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-015**

And

EX PAR B BK 8629 PG 414 BEING THE W 250.07F ON S LN & W 250.14F ON
N LN- BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB
NE 1/4 LESS

.84A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-016**

And

PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F
S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR
ROW 1552.98F

N 822.47F TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-016**

And

BEG 800.48F W OF NE COR THN S 195F W 1010.29F N 195F E TO POB SE
1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-001**

And

EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER
SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW
SEC 6-79-23

Geo Parcel ID: **7923-06-400-017**

And

PARCEL G BK 8854 PG 242 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN N 541.67F W 761.81F NE 310.09F N 19.97F TO S LN RR ROW NELY ALNG RR ROW 358.13F NW 50F NELY 523.7F NE 696.57F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23
Geo Parcel ID: **7923-06-400-019**

And

PRT PAR I BK 8629 PG 421 LYG NE OF CORPORATE WOODS DR SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-028**

And

EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY

1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE 1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4-

& -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E

314.5F S 240F TO POB- E 1/2 SE 1/4 LYG SE OF RR ROW SEC 6-79-23

Geo Parcel ID: **7923-06-400-020**

And

BEG 202.7F N OF SE COR THN NWLY 771.51F NW 37.31F E TO E LN S TO POB SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-026**

And

EX S 240F E 316.23F- & -EX PAR A BK 7359 PG 636- & -EX BEG 316.33F W SE COR THN W 1010.88F N 202.7F SELY ALNG CUR 603.59F E 440.6F S TO POB-BEG 316.23F E OF SE COR THN W TO SW COR N 430F SELY 1010F TO PT 385F N OF S LN THN S TO POB SE

1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-027**

And

PARCEL A N 334.38F S 540.54F E 316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23

Geo Parcel ID: **7923-06-400-012**

And

EX S 33F & E 60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23

Geo Parcel ID: **7923-06-400-006**

And

LOT 1 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-003**

And

OUTLOT Z 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-004**

And

OUTLOT X SUBJ TO WETLAND & HWY EAS CORPORATE WOODS
BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-022**

And

OUTLOT Z SUBJ TO WETLAND & HWY EAS CORPORATE WOODS
BUSINESS PARK PLAT 1 Geo Parcel ID: 7923-06-300-023

And

OUTLOT Y SUBJ TO WETLAND & HWY EAS CORPORATE WOODS
BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-024**

And

EX COM SW COR OF SEC THN E 1041.8F ALNG S LN N55F TO N ROW LN
NE 62ND AV & POB THN NE 623.25F NE 651.55F ALNG EXISTING ROW
LN I-35 E 197.44F SW

423.04F SW 888.62F TO N ROW LN NE 62ND AV W TO POB- BEG 1033.1F E
& 55.7F N OF SW COR OF SEC THN E 624F NE 394.1F NELY 355.7F N 773.6F
W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-017**

And

N 1/2 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-
79-23

Geo Parcel ID: **7923-07-100-005**

And

EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY
LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-008**

And

BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB
SW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-009**

And

E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-010**

And

EX PARCEL I BK 8629 PG 421 BEG 1327.15F E & 779.03F N OF S 1/4 COR
SEC 6 THN W 845.01F NE 566.28F E 761.81F S 541.67F TO POB- SW 1/4 SE
1/4 LYING SW OF CORPORATE WOODS DR LESS RY & RD SEC 6-79-23

Geo Parcel ID: **7923-06-400-025**

And

EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN
NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W 500.63F TO POB-
NW FRL 1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2
LESS RD SEC 7-79-23

Geo Parcel ID: **7923-07-100-008**

And

N 1/2 NE 1/4 LYING W OF SE CROSSWINDS DR LESS RD SEC 7-79-23

Geo Parcel ID: **7923-07-200-006**

And

EX COM NE COR SEC 7 THN W ALNG N LN 478.64F S50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB- & EX E 478.5F- N 1/2 NE 1/4 LYG E OF SE CROSSWINDS DR LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-009**

And

PARCEL I COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN

E 34.45F TO POB NE 1/4 NE 1/4 SEC 7-79-23 Geo Parcel ID: **7923-07-200-010**

And

EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23

Geo Parcel ID: **7923-07-200-005**

And

S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-100-009**

And

NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-300-011**

And

E 1/2 S 1/2 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST=35 SEC 7-79-23

Geo Parcel ID: **7923-07-300-006**

And

S & W OF LN COM E 1/4 COR SEC 7 THN S 171.2F S 247.89F TO BEG THN W 60F TO EXISTING W RD ROW LN N 25.89F NW 70.6F WLY 7.42F ALNG CRV W 571.89F NW

285.63F W 427.09F WLY 121.83F ALNG CRV SW 61.24F SLY 19.46F ALNG CRV SE 10F SW 81.04F NLY 32.77F ALNG CRV NW 64.1F WLY 19.04F ALNG CRV WLY 9.81F

ALNG CRV NW 80.5F ELY 31.24F ALNG CRV NE 64.35F NLY 17.66F ALNG CRV NW 1298.41F NLY 263.87F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC

7-79-23 Geo Parcel ID: **7923-07-400-004**

And

N & E OF A LN COM E 1/4 COR SEC 7 THN S 171.2F TO BEG THN W 60F TO EXISTING W RD ROW LN SW 65.78F SWLY 91.26F ALNG CRV WLY 1216.29F SWLY 103.8F

ALNG CRV SWLY 7.44F ALNG CRV NW 67.92F NWLY 92.33F ALNG CRV NW 1220.48F NELY 250.75F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-008**

And

SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-002**

And

NW 1/4 NE 1/4 & N 1/2 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23

Geo Parcel ID: **7923-18-200-001**

And

THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4
NW 1/4 SEC 8-79-23 LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID:
7923-08-101-001

And

EX THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW
1/4 NW 1/4 SEC 8-79-23- LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID:
7923-08-101-002

And

LOT 2 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-001**

And

LOT 4 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-002**

And

OUTLOT X NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-004**

And

OUTLOT Y NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-005**

And

All right-of-way within in Section 6, Township 79 North, Range 23 West lying East
of Interstate 35 centerline

And

That part of the Northeast ¼ of the Northeast ¼ of Section 7, Township 79 North,
Range 23 West described as a triangular piece beginning 149.47 feet south and 60
west of the northeast corner, thence 143.85 feet northwesterly to a point that is 50
feet south of the north line, thence east to a point that is 60 feet west of the east line,
thence south to the point of beginning.

Section 2. That the City's collection of taxes divided under Iowa Code Section 403.19 on
the Amendment No. 1 Area, Amendment No. 2 Area, and Amendment No. 3 Area, as described
above, shall continue through the end of the City's 2023-2024 fiscal year.

Section 3. That the intent of this Ordinance is to remove from the division of revenue, as
of July 1, 2024, all property that both (a) was subjected to the division of revenue for the first time
in Ordinance Nos. 1189 (the Amendment No. 1 Area), 1423 (the Amendment No. 2 Area), or 1446
(the Amendment No. 3 Area); and (b) has not previously been removed from the division of
revenue by a prior ordinance. That all other portions of the 1989 Ankeny Economic Development
Urban Renewal Area shall be and remain subject to all of the provisions of Ordinance Nos. 1039,
1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072; that the base value for the property
remaining subject to the division of revenue shall remain unchanged by this Ordinance; and that
except as amended herein, Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038,
and 2072 shall remain in full force and effect.

Section 4. That nothing herein shall be interpreted as altering the boundaries or removing
any property from the 1989 Ankeny Economic Development Urban Renewal Area (for purposes
of clarity, while the Removed Property is no longer subject to the division of revenue provided for
in Iowa Code section 403.19, the Removed Property remains a part of the 1989 Ankeny Economic
Development Urban Renewal Area).

Section 5. That if any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2023

Read Second Time: _____, 2023

Read Third Time: _____, 2023

PASSED AND APPROVED: _____, 2023.

I, _____, City Clerk of the City of Ankeny, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2023, signed by the Mayor on _____, 2023, and published in the Des Moines Register on _____, 2023.

(SEAL)

02270769-1\10174-696



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (PH 2023-58)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and adopt resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:





ACTION REQUESTED:

Action: Consider motion to receive and file correspondence.

Action: Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Annexation Map
 Consultation Meeting Report
 Correspondence

RESOLUTION 2023-

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD., AND GENE C. HILDRETH, JR.

WHEREAS, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND;

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON & CHERYL C. GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

LAYMAN'S DESCRIPTION:

Approximately 345.10 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, it was understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate were to be installed at the sole expense of the developer of said real estate; and

WHEREAS, it appears that the owners are the only titleholders of the respective, above-described real estate; and

WHEREAS, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

LEGAL DESCRIPTION:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)
AND;
LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)
AND;
LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)
AND;
LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)
AND;
OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)
AND;
ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LLC)
AND;
LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)
AND;
OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)
AND;
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

LAYMAN'S DESCRIPTION:

Approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

WHEREAS, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

WHEREAS, each owner of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property and each public utility which serves the area have been notified 14 business days prior to the date of this resolution by regular mail; to the Chairperson of the County Board of Supervisors and the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, Regional Planning Authority, all affected public utilities, all non-consenting landowners and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

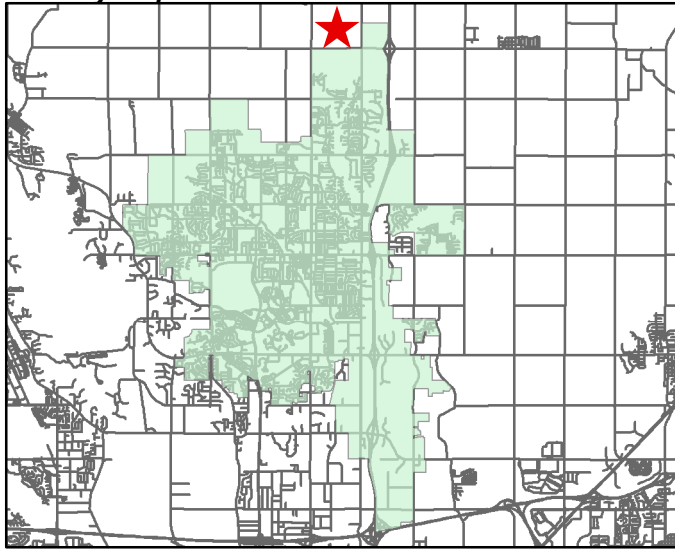
PASSED AND APPROVED this 6th day of November, 2023.

Mark E. Holm, Mayor

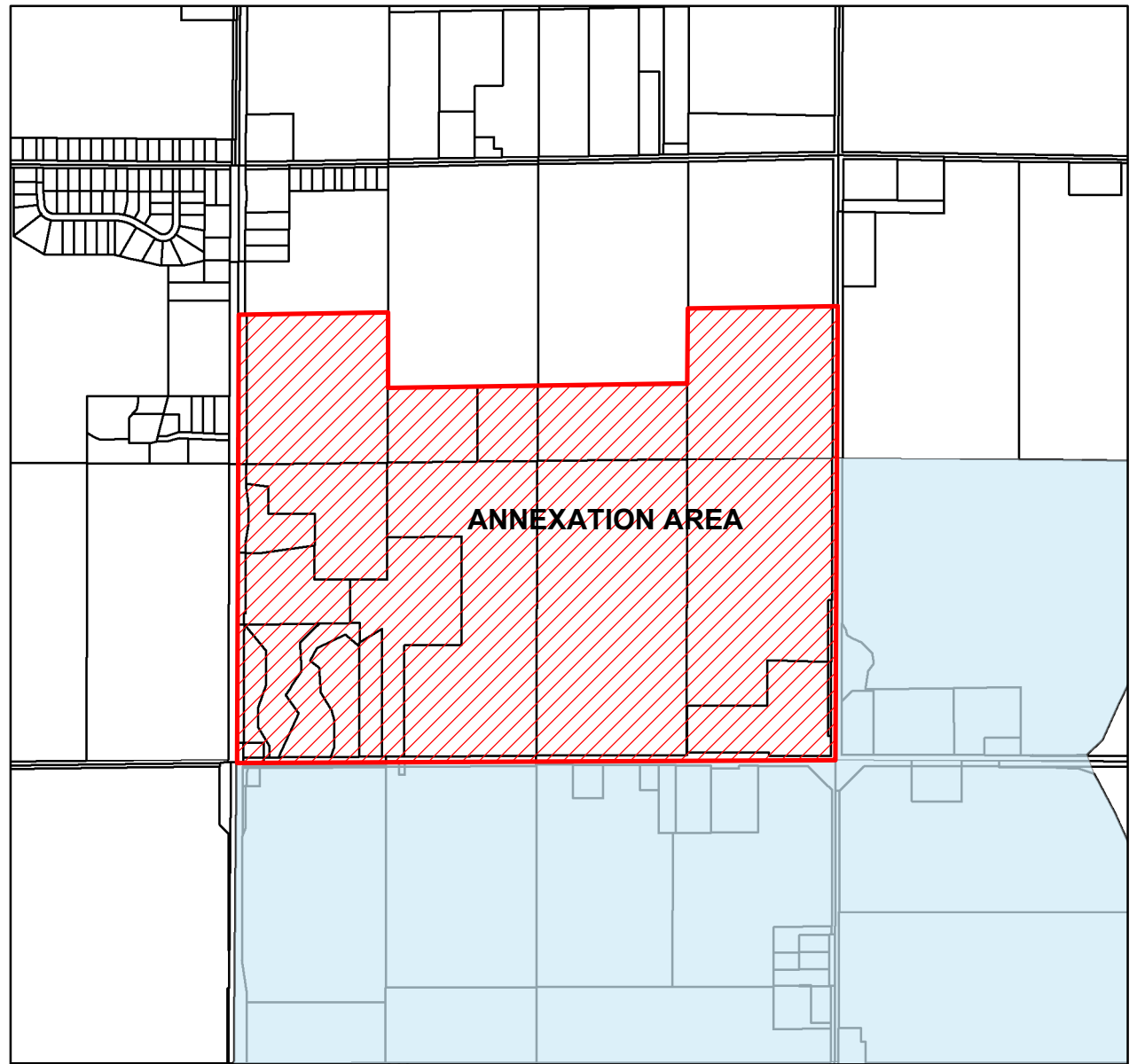
ATTEST:

Michelle Yuska, City Clerk

Vicinity Map



LEGAL DESCRIPTION
 OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. AND: THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00°00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. AND: THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET - BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 1,500 feet

Annexation Map

Property Owners: Richard R & Stacey Martin, Northstar LTD, Hope Kimberley LLC, Gene C Hildreth Jr, DRA Properties LLC, A Byron & Cheryl C Gustafson, BK Linnemeyer Trust, Kelli K & Brian K Linnemeyer, Jason & Linda Wattonville, Grant T & Jodi Goldsberry, Timothy A & Patricia R Vogel, Jeremy & Teresa Nefzger, Dennis M Gibson, Bobby R Mason Jr & Valeria J Mason

City of Ankeny

**Hope Kimberley LLC 2.0
Annexation**

	City of Ankeny, Iowa Planning and Building Department	
	Drawn By:	JH
Sheet No. 1 of 1	Checked by:	
	Date:	September 7, 2023

Notices mailed by certified mail to:

POLK COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

JAMES CHARLES FAUSCH, TRUSTEE
LINCOLN TOWNSHIP
RR 1 BOX 56
ALLEMAN, IA 50007

STEVEN LEE, TRUSTEE
LINCOLN TOWNSHIP
4637 NW 118TH AVE
POLK CITY, IA 50226

LYNDA LEHMAN, CLERK
LINCOLN TOWNSHIP
15201 NW 16TH ST
SLATER, IA 50244

WAYNE REINHART, TRUSTEE
LINCOLN TOWNSHIP
12465 NE 6TH ST
ALLEMAN, IA 50007

Notices mailed by regular mail to:

BRET VANDELUNE
LAND USE PLANNING MANAGER
POLK COUNTY
5885 NE 14TH STREET
DES MOINES, IA 50313

MICHAEL KLINE, SUPERINTENDENT
NORTH POLK COMMUNITY SCHOOL
DISTRICT
13930 NE 6TH ST
ALLEMAN, IA 50007

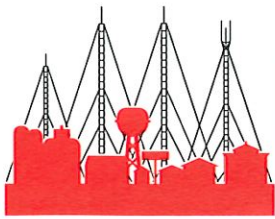
DR. ERICK PRUITT, SUPERINTENDENT
ANKENY COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
306 SW SCHOOL ST

Meeting Date: AUGUST 24, 2023 – 10:00 AM

Meeting Location: ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

Attendance: ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT
JAKE HEIL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT
MICHAEL KLINE, SUPERINTENDENT, NORTH POLK COMMUNITY SCHOOL DISTRICT

Written comments received: *None received*



city of
ALLEMAN

RECEIVED

AUG 17 2023

CITY OF ANKENY

14000 NE 6th Street, Alleman, IA 50007 | 515.685.3666 | cityofalleman@huxcomm.net

August 14, 2023

Mayor Mark Holm
Members of the City Council
City of Ankeny, IA
410 W. First Street
Ankeny, IA 50023

Subject: Hope Kimberley LLC 2.0 Annexation

Mayor and Council,

In response to the application for annexation of 422.15 acres of land located north of NE 126th Avenue between US Highway 69 (NE 14th Street) and NE Delaware Avenue (NE 22nd Street) that is identified as the "Hope Kimberley LLC 2.0 Annexation", the City of Alleman has no objection. The proposed west and north boundary of the area proposed to be annexed, as well as the north boundary of Ankeny's existing corporate limits east of NE 22nd Street are consistent with the City of Alleman's "Expansion Plan".

It is the goal of the City of Alleman to preserve the NE 134th Avenue corridor as a single jurisdiction street for the implementation of future street improvements and maintenance. Additionally, the City is planning to provide public sewer service to this area and a trunk sewer is proposed within the NE 134th Avenue right of way.

With rapid economic growth anticipated to continue in northern Polk County, to our mutual benefit it will be important there is cooperation between cities in planning our futures.

Sincerely,

Mayor Robert Kramme
City of Alleman, IA

Cc: Alleman City Council
Polk County Board of Supervisors
John Norris, Polk County Administrator
Robert Rice, Polk County Public Works Director



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SE Delaware Avenue and SE 54th Street Traffic Signal (PH 2023-59)

EXECUTIVE SUMMARY:
The project includes the construction of a traffic signal at the intersection of SE Delaware Avenue & SE 54th Street, with medians, sidewalks, bus stops, and pedestrian ramps upgraded to ADA compliance. Pushbuttons will be provided for pedestrian crossings to and from all corners.

Construction was originally planned for fall 2023, but has been delayed to spring 2024 to provide time for Mid-American Energy to procure and relocate two transmission poles within the right-of-way on the east side of SE Delaware Avenue.

The improvements include constructing a new traffic signal, approximately 480 SY of 10.5" thick PCC Class C-SUD street pavement, 110 SY of 5" thick PCC sidewalk, 60 SY of 6" thick PCC sidewalk, with

Class 10 excavation, subgrade preparation, modified subbase, pavement markings, installing 6,680 LF of fiber optic cable, 3,630 LF of 2" conduit for fiber optic cable, fiber optic equipment and splices, temporary traffic control, erosion control, completing final surface restoration, and miscellaneous associated work.

The City will furnish the combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, fiber optic cable, and overhead street name signs for contractor installation.

The bid opening for the project was held on Tuesday, October 31, 2023. Five (5) bids were received as follows:

1. Jasper Construction Services \$436,109.00
2. Absolute Group \$471,602.75
3. TK Concrete, Inc. \$500,850.00
4. All Star Concrete, LLC \$508,934.50
5. Concrete Connection, LLC \$536,000.00

The engineer's cost opinion for the project was \$626,496.00. The bids ranged from approximately 14% to 30% below the engineer's cost opinion. The City reviewed the bid results internally, and with the project's engineering consultant, Snyder & Associates. Jasper Construction Services has completed other projects for the City, and they have the technical experience to undertake this project. It is recommended that the project be awarded to Jasper Construction Services of Newton, Iowa.

Pending project approval and award by the City Council, the contractor may start the project no earlier than April 15 and no later than May 13, 2024, and will be required to substantially complete the overall project within sixty (60) working days. Ten (10) additional working days are allowed for final site restoration and punch list completion.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$626,496.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SE Delaware Avenue & SE 54th Street Traffic Signal

3. Receive and file the report of bids received on October 31, 2023.

4. Approve Resolution, making award of construction contract to Jasper Construction Services of Newton, Iowa.

5. Approve Resolution, approving contract and bonds with Jasper Construction Services in the amount of \$436,109.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023: Council approved a development agreement with M-H Property Enterprises concerning construction of a traffic signal at SE Delaware Avenue & SE 54th Street.

October 2, 2023: Construction of the project was initiated by the City Council, and public hearing was set for November 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$625,446.00; 2) receive and file report of bids received October 31, 2023; 3) adopt **RESOLUTION** making award of construction contract with Jasper Construction Services in the amount of \$436,109.00; and 4) adopt **RESOLUTION** approving contract and bonds with Jasper Construction Services in the amount of \$436,109.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL", 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 SE
DELAWARE AVENUE AND SE 54TH STREET TRAFFIC
SIGNAL

WHEREAS, on the 2nd day of **October**, 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 SE Delaware Avenue and SE 54th Street Traffic Signal; 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 6th day of November, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
11/6/23

BID LETTING

10:30 A.M.

OCTOBER 31, 2023

SE DELAWARE AVENUE & SE 54TH STREET TRAFFIC SIGNAL

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Delaware Avenue & SE 54th Street Traffic Signal project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 625,446⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	Jasper Construction Services 928 N. 19th Ave E Newton, IA 50208	436,000 ⁰⁰	_____
2) _____	Concrete Connection LLC 5170 NW Beaver Drive Johnston, IA 50131	536,000 ⁰⁰	_____
3) _____	TK Concrete Inc 1608 Fifield Road Pella, IA 50219	500,850 ⁰⁰	_____
4) _____	Absolute Group PO Box 430 Granger, IA 50109	471,602 ⁷⁵	_____
5) _____	All Star Concrete LLC 4989 NW Johnston Dr Johnston, IA 50131	508,934 ⁵⁰	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of November 6, 2023 at 5:30 P.M.

ATTEST:

Mark Mueller

Mark Mueller, Public Works Director

Michelle Yuska
Michelle Yuska, City Clerk

TABULATION OF BIDS

SE Delaware Avenue and SE 54th Street Traffic Signal

City of Ankeny

Project No. 123.0251.01

Bid Date/Time: October 31, 2023 at 10:3AM

						1		2	
						ENGINEER'S ESTIMATE		JASPER CONSTRUCTION SERVICES, INC. NEWTON, IOWA	
								ABSOLUTE CONCRETE CONSTRUCTION INC DBA ABSOLUTE GROUP GRANGER, IOWA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK									
2.1	Topsoil, Off-site	CY	59	\$ 60.00	\$ 3,540.00	\$ 60.00	\$ 3,540.00	\$ 57.50	\$ 3,392.50
2.2	Excavation, Class 10	CY	131	\$ 40.00	\$ 5,240.00	\$ 40.00	\$ 5,240.00	\$ 57.00	\$ 7,467.00
2.3	Subgrade Preparation	SY	527	\$ 10.00	\$ 5,270.00	\$ 5.00	\$ 2,635.00	\$ 2.25	\$ 1,185.75
2.4	Subbase, Special Backfill, 6 inches	SY	527	\$ 25.00	\$ 13,175.00	\$ 12.50	\$ 6,587.50	\$ 22.50	\$ 11,857.50
2.5	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
2.6	Temporary Granular Surface	TON	15	\$ 80.00	\$ 1,200.00	\$ 35.00	\$ 525.00	\$ 63.00	\$ 945.00
STREETS AND RELATED WORK									
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$ 125.00	\$ 59,750.00	\$ 120.00	\$ 57,360.00	\$ 125.00	\$ 59,750.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
7.3	Removal of Sidewalk	SY	163	\$ 20.00	\$ 3,260.00	\$ 18.00	\$ 2,934.00	\$ 16.50	\$ 2,689.50
7.4	Sidewalk, PCC, 5 In.	SY	106	\$ 60.00	\$ 6,360.00	\$ 75.00	\$ 7,950.00	\$ 76.00	\$ 8,056.00
7.5	Sidewalk, PCC, 6 In.	SY	57	\$ 90.00	\$ 5,130.00	\$ 85.00	\$ 4,845.00	\$ 82.00	\$ 4,674.00
7.6	Detectable Warnings	SF	132	\$ 55.00	\$ 7,260.00	\$ 60.00	\$ 7,920.00	\$ 45.00	\$ 5,940.00
7.7	Pavement Removal	SY	215	\$ 30.00	\$ 6,450.00	\$ 22.00	\$ 4,730.00	\$ 50.00	\$ 10,750.00
TRAFFIC CONTROL									
8.1	Traffic Signal	LS	1	\$ 288,000.00	\$ 288,000.00	\$ 195,000.00	\$ 195,000.00	\$ 187,579.00	\$ 187,579.00
8.2	Portable Dynamic Message Sign (PDMS)	CDA	35	\$ 150.00	\$ 5,250.00	\$ 65.00	\$ 2,275.00	\$ 125.00	\$ 4,375.00
8.3	Type III - 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$ 2,090.00	\$ 6,270.00	\$ 1,260.00	\$ 3,780.00	\$ 1,260.00	\$ 3,780.00
8.4	Type IV - 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$ 2,420.00	\$ 4,840.00	\$ 1,675.00	\$ 3,350.00	\$ 1,675.00	\$ 3,350.00
8.5	Install One (1) Fiber Optic Cable - 24 CT SM (City Provided)	LF	380	\$ 2.20	\$ 836.00	\$ 3.45	\$ 1,311.00	\$ 3.45	\$ 1,311.00
8.6	Install One (1) Fiber Optic Cable - 96 CT SM (City Provided)	LF	6300	\$ 2.75	\$ 17,325.00	\$ 2.20	\$ 13,860.00	\$ 2.20	\$ 13,860.00
8.7	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3630	\$ 22.00	\$ 79,860.00	\$ 7.50	\$ 27,225.00	\$ 7.50	\$ 27,225.00
8.8	Fiber Optic Splice	EA	56	\$ 70.00	\$ 3,920.00	\$ 30.00	\$ 1,680.00	\$ 30.00	\$ 1,680.00
8.9	Splice Case	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 205.00	\$ 410.00	\$ 205.00	\$ 410.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$ 800.00	\$ 1,600.00	\$ 194.00	\$ 388.00	\$ 194.00	\$ 388.00
8.11	Painted Pavement Marking, Durable	STA	11.5	\$ 300.00	\$ 3,450.00	\$ 550.00	\$ 6,325.00	\$ 550.00	\$ 6,325.00
8.12	Painted Symbols and Legends, Durable	EA	1	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$ 200.00	\$ 2,300.00	\$ 295.00	\$ 3,392.50	\$ 295.00	\$ 3,392.50
8.14	Grooves Cut for Symbols and Legends	EA	1	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
8.15	Pavement Markings Removed	STA	5	\$ 120.00	\$ 600.00	\$ 255.00	\$ 1,275.00	\$ 255.00	\$ 1,275.00
8.16	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 16,500.00	\$ 16,500.00	\$ 25,000.00	\$ 25,000.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00
SITE WORK AND LANDSCAPING									
Hydraulic Seeding, Seeding, Fertilizing, and Mulching,									
9.1	BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00	\$ 25,000.00	\$ 2,500.00	\$ 25,000.00	\$ 2,500.00
9.2	Filter Sock, 12 Inch.	LF	300	\$ 5.00	\$ 1,500.00	\$ 1.50	\$ 450.00	\$ 3.00	\$ 900.00
9.3	Filter Sock, Removal	LF	300	\$ 1.00	\$ 300.00	\$ 0.01	\$ 3.00	\$ 1.00	\$ 300.00
9.4	Inlet Protection Device, Grate	EA	5	\$ 300.00	\$ 1,500.00	\$ 95.00	\$ 475.00	\$ 250.00	\$ 1,250.00
9.5	Inlet Protection Device, Maintenance	EA	5	\$ 50.00	\$ 250.00	\$ 1.00	\$ 5.00	\$ 25.00	\$ 125.00
9.6	Removal of Fence	LF	66	\$ 35.00	\$ 2,310.00	\$ 18.00	\$ 1,188.00	\$ 20.00	\$ 1,320.00
MISCELLANEOUS									
11.1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 41,650.00	\$ 41,650.00	\$ 60,000.00	\$ 60,000.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00
TOTAL BID:					\$ 626,496.00	\$ 436,109.00		\$ 471,602.75	
BID SECURITY:						10%		10%	

TABULATION OF BIDS

SE Delaware Avenue and SE 54th Street Traffic Signal

City of Ankeny

Project No. 123.0251.01

Bid Date/Time: October 31, 2023 at 10:3AM

						3		4	
						ENGINEER'S ESTIMATE		TK CONCRETE, INC. PELLA, IOWA	
								ALL STAR CONCRETE LLC JOHNSTON, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK									
2.1	Topsoil, Off-site	CY	59	\$ 60.00	\$ 3,540.00	\$ 75.00	\$ 4,425.00	\$ 45.00	\$ 2,655.00
2.2	Excavation, Class 10	CY	131	\$ 40.00	\$ 5,240.00	\$ 35.00	\$ 4,585.00	\$ 35.00	\$ 4,585.00
2.3	Subgrade Preparation	SY	527	\$ 10.00	\$ 5,270.00	\$ 5.00	\$ 2,635.00	\$ 1.00	\$ 527.00
2.4	Subbase, Special Backfill, 6 inches	SY	527	\$ 25.00	\$ 13,175.00	\$ 15.00	\$ 7,905.00	\$ 20.00	\$ 10,540.00
2.5	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
2.6	Temporary Granular Surface	TON	15	\$ 80.00	\$ 1,200.00	\$ 75.00	\$ 1,125.00	\$ 100.00	\$ 1,500.00
STREETS AND RELATED WORK									
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$ 125.00	\$ 59,750.00	\$ 115.00	\$ 54,970.00	\$ 190.00	\$ 90,820.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00
7.3	Removal of Sidewalk	SY	163	\$ 20.00	\$ 3,260.00	\$ 15.00	\$ 2,445.00	\$ 20.00	\$ 3,260.00
7.4	Sidewalk, PCC, 5 In.	SY	106	\$ 60.00	\$ 6,360.00	\$ 75.00	\$ 7,950.00	\$ 75.00	\$ 7,950.00
7.5	Sidewalk, PCC, 6 In.	SY	57	\$ 90.00	\$ 5,130.00	\$ 125.00	\$ 7,125.00	\$ 75.00	\$ 4,275.00
7.6	Detectable Warnings	SF	132	\$ 55.00	\$ 7,260.00	\$ 65.00	\$ 8,580.00	\$ 70.00	\$ 9,240.00
7.7	Pavement Removal	SY	215	\$ 30.00	\$ 6,450.00	\$ 25.00	\$ 5,375.00	\$ 25.00	\$ 5,375.00
TRAFFIC CONTROL									
8.1	Traffic Signal	LS	1	\$ 288,000.00	\$ 288,000.00	\$ 215,750.00	\$ 215,750.00	\$ 187,579.00	\$ 187,579.00
8.2	Portable Dynamic Message Sign (PDMS)	CDA	35	\$ 150.00	\$ 5,250.00	\$ 175.00	\$ 6,125.00	\$ 125.00	\$ 4,375.00
8.3	Type III - 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$ 2,090.00	\$ 6,270.00	\$ 1,650.00	\$ 4,950.00	\$ 1,260.00	\$ 3,780.00
8.4	Type IV - 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$ 2,420.00	\$ 4,840.00	\$ 2,175.00	\$ 4,350.00	\$ 1,675.00	\$ 3,350.00
8.5	Install One (1) Fiber Optic Cable - 24 CT SM (City Provided)	LF	380	\$ 2.20	\$ 836.00	\$ 5.00	\$ 1,900.00	\$ 3.45	\$ 1,311.00
8.6	Install One (1) Fiber Optic Cable - 96 CT SM (City Provided)	LF	6300	\$ 2.75	\$ 17,325.00	\$ 2.85	\$ 17,955.00	\$ 2.20	\$ 13,860.00
8.7	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3630	\$ 22.00	\$ 79,860.00	\$ 9.00	\$ 32,670.00	\$ 7.50	\$ 27,225.00
8.8	Fiber Optic Splice	EA	56	\$ 70.00	\$ 3,920.00	\$ 60.00	\$ 3,360.00	\$ 30.00	\$ 1,680.00
8.9	Splice Case	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 300.00	\$ 600.00	\$ 205.00	\$ 410.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$ 800.00	\$ 1,600.00	\$ 300.00	\$ 600.00	\$ 194.00	\$ 388.00
8.11	Painted Pavement Marking, Durable	STA	11.5	\$ 300.00	\$ 3,450.00	\$ 950.00	\$ 10,925.00	\$ 550.00	\$ 6,325.00
8.12	Painted Symbols and Legends, Durable	EA	1	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$ 200.00	\$ 2,300.00	\$ 420.00	\$ 4,830.00	\$ 295.00	\$ 3,392.50
8.14	Grooves Cut for Symbols and Legends	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
8.15	Pavement Markings Removed	STA	5	\$ 120.00	\$ 600.00	\$ 420.00	\$ 2,100.00	\$ 255.00	\$ 1,275.00
8.16	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 17,500.00	\$ 17,500.00	\$ 12,500.00	\$ 12,500.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$ 400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ 350.00	\$ 700.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 2,750.00	\$ 2,750.00	\$ 1,200.00	\$ 1,200.00
SITE WORK AND LANDSCAPING									
Hydraulic Seeding, Seeding, Fertilizing, and Mulching,									
9.1	BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00	\$ 42,000.00	\$ 4,200.00	\$ 25,000.00	\$ 2,500.00
9.2	Filter Sock, 12 Inch.	LF	300	\$ 5.00	\$ 1,500.00	\$ 5.50	\$ 1,650.00	\$ 3.00	\$ 900.00
9.3	Filter Sock, Removal	LF	300	\$ 1.00	\$ 300.00	\$ 1.50	\$ 450.00	\$ 1.00	\$ 300.00
9.4	Inlet Protection Device, Grate	EA	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 250.00	\$ 1,250.00
9.5	Inlet Protection Device, Maintenance	EA	5	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 25.00	\$ 125.00
9.6	Removal of Fence	LF	66	\$ 35.00	\$ 2,310.00	\$ 27.50	\$ 1,815.00	\$ 2.00	\$ 132.00
MISCELLANEOUS									
11.1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 47,000.00	\$ 47,000.00	\$ 87,500.00	\$ 87,500.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
TOTAL BID:					\$ 626,496.00	\$ 500,850.00		\$ 508,934.50	
BID SECURITY:						10%		10%	

TABULATION OF BIDS

SE Delaware Avenue and SE 54th Street Traffic Signal

City of Ankeny

Project No. 123.0251.01

Bid Date/Time: October 31, 2023 at 10:3AM

						5	
						CONCRETE CONNECTION LLC JOHNSTON, IOWA	
ENGINEER'S ESTIMATE							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK							
2.1	Topsoil, Off-site	CY	59	\$ 60.00	\$ 3,540.00	\$ 75.00	\$ 4,425.00
2.2	Excavation, Class 10	CY	131	\$ 40.00	\$ 5,240.00	\$ 50.00	\$ 6,550.00
2.3	Subgrade Preparation	SY	527	\$ 10.00	\$ 5,270.00	\$ 5.00	\$ 2,635.00
2.4	Subbase, Special Backfill, 6 inches	SY	527	\$ 25.00	\$ 13,175.00	\$ 15.00	\$ 7,905.00
2.5	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
2.6	Temporary Granular Surface	TON	15	\$ 80.00	\$ 1,200.00	\$ 50.00	\$ 750.00
STREETS AND RELATED WORK							
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$ 125.00	\$ 59,750.00	\$ 225.00	\$ 107,550.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
7.3	Removal of Sidewalk	SY	163	\$ 20.00	\$ 3,260.00	\$ 27.00	\$ 4,401.00
7.4	Sidewalk, PCC, 5 In.	SY	106	\$ 60.00	\$ 6,360.00	\$ 100.00	\$ 10,600.00
7.5	Sidewalk, PCC, 6 In.	SY	57	\$ 90.00	\$ 5,130.00	\$ 150.00	\$ 8,550.00
7.6	Detectable Warnings	SF	132	\$ 55.00	\$ 7,260.00	\$ 75.00	\$ 9,900.00
7.7	Pavement Removal	SY	215	\$ 30.00	\$ 6,450.00	\$ 27.00	\$ 5,805.00
TRAFFIC CONTROL							
8.1	Traffic Signal	LS	1	\$ 288,000.00	\$ 288,000.00	\$ 211,650.00	\$ 211,650.00
8.2	Portable Dynamic Message Sign (PDMS)	CDAY	35	\$ 150.00	\$ 5,250.00	\$ 300.00	\$ 10,500.00
8.3	Type III - 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$ 2,090.00	\$ 6,270.00	\$ 1,500.00	\$ 4,500.00
8.4	Type IV - 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$ 2,420.00	\$ 4,840.00	\$ 2,000.00	\$ 4,000.00
8.5	Install One (1) Fiber Optic Cable - 24 CT SM (City Provided)	LF	380	\$ 2.20	\$ 836.00	\$ 4.00	\$ 1,520.00
8.6	Install One (1) Fiber Optic Cable - 96 CT SM (City Provided)	LF	6300	\$ 2.75	\$ 17,325.00	\$ 2.50	\$ 15,750.00
8.7	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3630	\$ 22.00	\$ 79,860.00	\$ 8.50	\$ 30,855.00
8.8	Fiber Optic Splice	EA	56	\$ 70.00	\$ 3,920.00	\$ 35.00	\$ 1,960.00
8.9	Splice Case	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 250.00	\$ 500.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00
8.11	Painted Pavement Marking, Durable	STA	11.5	\$ 300.00	\$ 3,450.00	\$ 605.00	\$ 6,957.50
8.12	Painted Symbols and Legends, Durable	EA	1	\$ 750.00	\$ 750.00	\$ 275.00	\$ 275.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$ 200.00	\$ 2,300.00	\$ 330.00	\$ 3,795.00
8.14	Grooves Cut for Symbols and Legends	EA	1	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
8.15	Pavement Markings Removed	STA	5	\$ 120.00	\$ 600.00	\$ 300.00	\$ 1,500.00
8.16	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 17,500.00	\$ 17,500.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$ 400.00	\$ 800.00	\$ 350.00	\$ 700.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00
SITE WORK AND LANDSCAPING							
Hydraulic Seeding, Seeding, Fertilizing, and Mulching,							
9.1	BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00	\$ 40,000.00	\$ 4,000.00
9.2	Filter Sock, 12 Inch.	LF	300	\$ 5.00	\$ 1,500.00	\$ 3.00	\$ 900.00
9.3	Filter Sock, Removal	LF	300	\$ 1.00	\$ 300.00	\$ 1.00	\$ 300.00
9.4	Inlet Protection Device, Grate	EA	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00
9.5	Inlet Protection Device, Maintenance	EA	5	\$ 50.00	\$ 250.00	\$ 100.00	\$ 500.00
9.6	Removal of Fence	LF	66	\$ 35.00	\$ 2,310.00	\$ 15.00	\$ 990.00
MISCELLANEOUS							
11.1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,026.50	\$ 3,026.50
TOTAL BID:					\$ 626,496.00	\$ 536,000.00	
BID SECURITY:						10%	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

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 SE Delaware Avenue and SE 54th Street Traffic Signal, described in the plans and specifications heretofore adopted by this Council on November 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	Jasper Construction Services	of	Newton, Iowa
Amount of bid:	\$436,109.00		
Portion of project:	All construction work		

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

PASSED AND APPROVED this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL", 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 SE DELAWARE AVENUE AND SE
54TH STREET TRAFFIC SIGNAL**

**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 SE Delaware Avenue and SE 54th Street Traffic Signal, 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>Jasper Construction Services</u>	of	<u>Newton, Iowa</u>
Amount of bid:	<u>\$436,109.00</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of November, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Jasper Construction Services, 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:

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

The SE Delaware Avenue and SE 54th Street Traffic Signal project includes installing a traffic signal at the intersection, installing conduit and fiber optic cable to the next intersections to the north and south, constructing an apron for a future east leg to the edge of existing right-of-way, constructing sidewalk modifications for ADA compliance, installing pavement markings, and constructing median nose modifications.

The construction improvements include constructing a new traffic signal, approximately 480 SY of 10.5" thick PCC Class C-SUD street pavement, 110 SY of 5" thick PCC sidewalk, 60 SY of 6" thick PCC sidewalk, with Class 10 excavation, subgrade preparation, modified subbase, pavement markings, installing 6,680 LF of fiber optic cable, 3,630 LF of 2" conduit for fiber optic cable, fiber optic equipment and splices, temporary traffic control, erosion control, completing final surface restoration, and miscellaneous associated work necessary to complete the project.

The City of Ankeny will furnish the combination traffic signal / lighting poles (with mast arm assemblies), street name signs, fiber optic cable, and ATC 48VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of FOUR HUNDRED THIRTY SIX THOUSAND ONE HUNDRED NINE AND 00/100 DOLLARS (\$436,109.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **sixty (60) working days**. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new pavement markings, and the new streets, driveways, and sidewalks fully open to traffic and the new traffic signal fully operational. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including 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 (\$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:

Jasper Construction Services, Inc.
Contractor

By _____
Signature

President
Title

928 N 19th Ave E
Street Address

Newton, IA, 50208
City, State, Zip Code

641-792-8650
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 6 3 - 6 4 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:

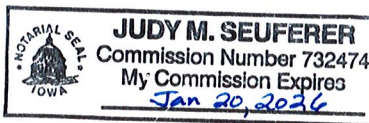
1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Jasper County)

On this 1st day of Nov, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cliff Rhoads and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (~~the seal affixed thereto is the seal of~~) the corporation; that said instrument was signed (~~and sealed~~) on behalf of the corporation by authority of this Board of Directors; that Cliff Rhoads and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Judy M. Seufferer
Notary Public in and for the State of Iowa
My commission expires Jan 20, 2024



CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK, SUBGRADE, AND SUBBASE				
2.01	Topsoil, Off-site	CY	59	\$60.00	\$3,540.00
2.02	Excavation, Class 10	CY	131	\$40.00	\$5,240.00
2.03	Subgrade Preparation	SY	527	\$5.00	\$2,635.00
2.04	Subbase, Special Backfill, 6 Inches	SY	527	\$12.50	\$6,587.50
2.05	Compaction Testing	LS	1	\$2,500.00	\$2,500.00
2.06	Temporary Granular Surface	TON	15	\$35.00	\$525.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, 10.5 In., C-SUD	SY	478	\$120.00	\$57,360.00
7.02	PCC Pavement Samples and Testing	LS	1	\$2,000.00	\$2,000.00
7.03	Removal of Sidewalk	SY	163	\$18.00	\$2,934.00
7.04	Sidewalk, PCC, 5 In.	SY	106	\$75.00	\$7,950.00
7.05	Sidewalk, PCC, 6 In.	SY	57	\$85.00	\$4,845.00
7.06	Detectable Warnings	SF	132	\$60.00	\$7,920.00
7.07	Pavement Removal	SY	215	\$22.00	\$4,730.00
	TRAFFIC CONTROL				
8.01	Traffic Signal	LS	1	\$195,000.00	\$195,000.00
8.02	Portable Dynamic Message Sign (PDMS)	C/DAY	35	\$65.00	\$2,275.00
8.03	Type III -- 24" x 36" Pre-cast Polymer-Concrete Handhole	EA	3	\$1,260.00	\$3,780.00
8.04	Type IV -- 30" x 48" Pre-cast Polymer-Concrete Handhole	EA	2	\$1,675.00	\$3,350.00
8.05	Install One (1) Fiber Optic Cable -- 24 CT SM (City Provided)	LF	380	\$3.45	\$1,311.00
8.06	Install One (1) Fiber Optic Cable -- 96 CT SM (City Provided)	LF	6,300	\$2.20	\$13,860.00
8.07	2" HDPE Conduit, Trenched/Bored (Blue)	LF	3,630	\$7.50	\$27,225.00
8.08	Fiber Optic Splice	EA	56	\$30.00	\$1,680.00

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
8.09	Splice Case	EA	2	\$205.00	\$410.00
8.10	Fiber Enclosure, 1 Panel Capacity, SHP-01P, DIN Rail Mounted	EA	2	\$194.00	\$388.00
8.11	Painted Pavement Markings, Durable	STA	11.5	\$550.00	\$6,325.00
8.12	Painted Symbols and Legends, Durable	EA	1	\$250.00	\$250.00
8.13	Grooves Cut for Pavement Markings	STA	11.5	\$295.00	\$3,392.50
8.14	Grooves Cut for Symbols and Legends	EA	1	\$200.00	\$200.00
8.15	Pavement Markings Removed	STA	5	\$255.00	\$1,275.00
8.16	Temporary Traffic Control	LS	1	\$16,500.00	\$16,500.00
8.17	Remove and Reinstall Traffic Signs	EA	2	\$300.00	\$600.00
8.18	Permanent Road Closure, Iowa DOT SI-182	EA	1	\$1,250.00	\$1,250.00
	SITE WORK AND LANDSCAPING				
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$25,000.00	\$2,500.00
9.02	Filter Sock, 12 Inch	LF	300	\$1.50	\$450.00
9.03	Filter Sock, Removal	LF	300	\$0.01	\$3.00
9.04	Inlet Protection Device, Grate	EA	5	\$95.00	\$475.00
9.05	Inlet Protection Device, Maintenance	EA	5	\$1.00	\$5.00
9.06	Removal of Fence	LF	66	\$18.00	\$1,188.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$41,650.00	\$41,650.00
11.02	Concrete Washout	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$436,109.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Jasper Construction Services, 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 FOUR HUNDRED THIRTY SIX THOUSAND ONE HUNDRED NINE AND 00/100 DOLLARS (\$436,109.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of November, 2023, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

The SE Delaware Avenue and SE 54th Street Traffic Signal project includes installing a traffic signal at the intersection, installing conduit and fiber optic cable to the next intersections to the north and south, constructing an apron for a future east leg to the edge of existing right-of-way, constructing sidewalk modifications for ADA compliance, installing pavement markings, and constructing median nose modifications.

The construction improvements include constructing a new traffic signal, approximately 480 SY of 10.5” thick PCC Class C-SUD street pavement, 110 SY of 5” thick PCC sidewalk, 60 SY of 6” thick PCC sidewalk, with Class 10 excavation, subgrade preparation, modified subbase, pavement markings, installing 6,680 LF of fiber optic cable, 3,630 LF of 2” conduit for fiber optic cable, fiber optic equipment and splices, temporary traffic control, erosion control, completing final surface restoration, and miscellaneous associated work necessary to complete the project.

The City of Ankeny will furnish the combination traffic signal / lighting poles (with mast arm assemblies), street name signs, fiber optic cable, and ATC 48VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 6th day of November, 2023.

PRINCIPAL:

Jasper Construction Services, 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

Waukegan, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Jackie Wieser PHONE (A/C, No, Ext): 515-381-7423 E-MAIL: jwieser@holmesmurphy.com ADDRESS: jwieser@holmesmurphy.com	FAX (A/C, No):
INSURED Jasper Construction Services, Inc. 928 N. 19th Avenue E Newton, IA 50208	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Ascot Specialty Insurance Company INSURER C: Homesite Insurance company of Florida INSURER D: INSURER E: INSURER F:	NAIC # 16535 45055 11156

COVERAGES

CERTIFICATE NUMBER: 322721976

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO1122705	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP1122706	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ESXS2310002238	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC1122704	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability		CXP01571200	3/1/2023	3/1/2024	Limit 5,000,000

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

Project Reference: SE Delaware Ave & SE 54th St Traffic Signal Letting

The City of Ankeny is an Additional Insured on the General Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny
410 W. First Street
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

Kari Cooling

© 1988-2015 ACORD CORPORATION. All rights reserved.



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - NW Northlawn Area Utility Improvements - Phase 3 - 11/20/23 @ 5:30 p.m.***
- ***Public Hearing - Annexation - Legacy Housby, LLC - 11/20/23 @ 5:30 p.m.***
- ***Public Hearing - Not to Exceed \$200,000 Master Services & Purchasing Agreement - 11/20/23 @ 5:30 p.m.***
- ***Public Hearing - North Four Mile Creek Trunk Sewer - Phase 2 - 12/4/23 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available