

#### **ANKENY CITY COUNCIL**

### **Regular Meeting**

# Monday, March 18, 2024 5:30 PM Ankeny Kirkendall Public Library - City Council Chambers

### 1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor Bobbi Bentz, Mayor Pro-Tem

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

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

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

#### **ELECTRONIC MEETING INFORMATION**

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

#### **PROCEDURAL ACTIONS:**

CALL TO ORDER: Mark Holm, Mayor

ROLL CALL: Michelle Yuska, City Clerk

PLEDGE OF ALLEGIANCE: Mark Holm, Mayor

#### **CEREMONY:**

1. Presentation - Des Moines International Airport

#### A. PUBLIC FORUM: none

#### B. <u>APPROVAL OF AGENDA:</u>

1. Approval of the March 18, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the March 18, 2024 agenda, with or without amendment.

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

1. PH 2024-18 Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal

Action# C1-1. Consider motion to close Public Hearing 2024-18.

#### D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

#### E. APPROVAL OF CONSENT AGENDA:

#### Minutes

CA - 1	Approval of official council actions of the regular meeting of March 4, 2024, as
	published, subject to correction, as recommended by the City Clerk.

- **CA 2** Receive and file minutes of the Plan and Zoning Commission meeting of February 20, 2024.
- **CA 3** Receive and file minutes of the Human Rights Commission meeting of December 14, 2023.

#### Licenses and Permits

- **CA 4** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.
- **CA 5** Consider motion to approve the issuance of a parade permit in the City of Ankeny for the 2024 SummerFest Grand Parade.
- **CA 6** Consider motion to approve the solid waste permits for April 1, 2024 March 31, 2025.

#### Finance/Budget

CA - 7	Consider motio	on to receive and f	file Financial Re	ports for Februar	y 2024.
--------	----------------	---------------------	-------------------	-------------------	---------

- **CA 8** Consider motion to receive and file Building Permit Report for February 2024.
- **CA 9** Consider motion to receive and file Utility Billing Report for February 2024.
- CA 10 Consider motion to approve Change Order #1 decreasing the contract amount by \$83,000 to CB&I Storage Tank Solution LLC, for construction services on the NW Irvinedale Drive Elevated Water Storage Tank project.
- CA 11 Consider motion to approve Amendment No. 1 to the Professional Services
  Agreement increasing the contract amount by \$29,500.00 with Foth Infrastructure
  and Environment (Foth) for preliminary design engineering services for the NW
  State Street Extension NW 36th Street to NW 54th Street and NW Irvinedale

Drive Intersection project.

- CA 12 Consider motion to approve Amendment #1 to Professional Services Agreement increasing the contract amount by \$334,200.00 with Snyder & Associates, Inc. for final design engineering, property acquisition, and bidding services for the N Ankeny Boulevard Improvements 1st Street to 11th Street project.
- CA 13 Consider motion to approve Payment #6 in the amount of \$2,244.00 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
- CA 14 Consider motion to approve Payment #1 in the amount of \$583,062.50 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive Elevated Water Storage Tank project.
- CA 15 Consider motion to approve Payment #11 in the amount of \$4,705.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- CA 16 Consider motion to approve Payment #5 in the amount of \$1,375.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
- CA 17 Consider motion to approve Payment #2 in the amount of \$1,000.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.
- **CA 18**Consider motion to approve Payment #37 in the amount of \$2,510.00 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements Phase 1 project.
- CA 19 Consider motion to approve Payment #10 in the amount of \$4,643.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
- CA 20 Consider motion to approve Payment #10 in the amount of \$7,538.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- CA 21 Consider motion to approve Payment #8 in the amount of \$155,977.32 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
- **CA 22** Consider motion to approve Payment #3 in the amount of \$21,000.00 to Romtech Companies for construction services on the restroom facility at the Rally Complex.
- CA 23 Consider motion to approve Payment #38 in the amount of \$654.96 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA 24 Consider motion to approve Payment #11 in the amount of \$12,824.47 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
- **CA 25** Consider motion to approve the March 18, 2024 Accounts Payable.

#### • Community Development Items

CA - 26 Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bond for underground improvements, platted easements, water and sewer connection fees, authorizing cost-participation for sidewalk oversizing and approving the private street name NW Olivia Lane, for The Village at the Grove Plat 1.

- CA 27 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer in The Village at the Grove Plat 1.
- CA 28 Consider motion to grant preliminary approval of The Crossings at Deer Creek Plat 13; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

#### Engineering Items

- CA 29 Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, subgrade, storm sewer, and sanitary sewer for the U-Haul Public Improvements to S Ankeny Blvd & SE Magazine Rd project.
- CA 30 Consider motion to adopt **RESOLUTION** approving a Mitigation Credit Purchase Agreement with Central Indiana Mitigation Providers, LLC in the amount of \$76,950.00 for stream credits related to the mitigation of Tributary 'A" to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction NE 5th Street to 700 feet North of NE 18th street project.
- **CA 31** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities and subgrade prep in Ankeny Elementary #12.
- **CA 32** Consider motion to adopt **RESOLUTION** accepting public improvements for paving associated with Ankeny Elementary #12.
- CA 33 Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer for the Heritage Commercial at Prairie Trail Plat 1 project.
- CA 34 Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.
- CA 35 Consider motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.
- CA 36 Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Threshold Development)
- CA 37 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 3)
- CA 38 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 4)
- CA 39 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 5)
- CA 40 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and

temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Susan Albaugh)

- CA 41 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (NDA Farms)
- CA 42 Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with Prairie Trail Commercial, L.L.C., concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan, in the City of Ankeny, Iowa.

#### Capital Improvement Projects

- CA 43 Consider motion to adopt **RESOLUTION** accepting a proposal from Granite Excavating, LLC in the amount of \$58,360.00 for the construction of the 2024 Subdrain Repairs project.
- CA 44 Consider motion to adopt **RESOLUTION** accepting a proposal from RW Excavating Solutions in the amount of \$181,925.00 for the construction of the Vintage Business Park North Lake Maintenance project.
- CA 45 Consider motion to adopt **RESOLUTION** ordering construction on the NE 36th Street and NE 38th Street Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 4/9/24 @ 10:30 A.M. / date of hrg: 4/15/24 @ 5:30 P.M.)
- CA 46 Consider motion to adopt RESOLUTION ordering construction on the 2024 Asphalt Street Resurfacing Program SW Ordnance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 04/09/24 @ 10:30 A.M. / date of hrg: 04/15/24 @ 5:30 P.M.)

#### Administrative Items

- CA 47 Consider motion to adopt **RESOLUTION** authorizing the payment to the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been annexed into the City of Ankeny.
- **CA 48** Consider motion to approve a portable restroom rental contract for Ankeny parks, between the City of Ankeny and Bob's Septic & Portable Restrooms.
- CA 49 Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and DLE Seven, LLC for the Slim Chickens Right Turn Lane Construction.
- CA 50 Consider motion to approve the Consent to Collateral Assignment of Tax Increment Development Agreement and Estoppel Agreement between the City of Ankeny and Pet Parents, LLC.
- CA 51 Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into an amended contract with the Iowa Economic Development Authority and Kreg Enterprises, Inc.
- **CA 52** Consider a motion to adopt **RESOLUTION** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.
- CA 53

  Consider motion authorizing the Mayor to sign a letter of support for a grant application by Polk County for enhancing regional residential weatherization programs through the U.S. Environmental Protection Agency's Climate Pollution

Reduction Grant program.

- Approval of Consent Agenda Items
- 1. Consent Agenda Items CA-1 through CA-53

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-53.

- F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none
- G. RECESS Mark Holm, Mayor
- H. <u>LEGISLATIVE BUSINESS:</u>
  - Boards/Commissions Appointments:
  - 1. Cultural Arts Appointments to the Cultural Arts Board as follows:

Board

- Samuel Malaskin appointment effective 3/18/2024 4/30/2028
- Aaron Thacker reappointment effective 5/01/2024 4/30/2028

#### Action# H1-1.

Consider motion to approve appointments to the Cultural Arts Board as presented.

2. CIWW Central Iowa Water Works (CIWW) Appointments

Action# H2-1. Consider a motion to adopt RESOLUTION appointing Don Clark as the primary representative, and Shawn Buckner as an alternative representative to the CIWW Long Range Planning and Capital Improvements Committee; and CIWW the Technical Committee.

- Approval of Ordinances:
- **1.** Ord 2165 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2165.

Action# H1-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2165, sending it on its final passage and publication as required by law.

- I. OLD BUSINESS: none
- J. **NEW BUSINESS**:
  - 1. Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal (PH 2024-18)

#### Action# J1-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$438,470.00; 2) receive and file report of bids received March 12, 2024; 3) adopt RESOLUTION making award of construction contract with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30; and 4) adopt RESOLUTION approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30.

Westlawn Place Area Utility Improvements Professional Services Agreement with Civil Design Advantage

Action# J2-1. Consider motion to approve the Professional Services Agreement with Civil Design Advantage for survey and conceptual design engineering services on the Westlawn Place Area Utility Improvements project in an amount not to exceed \$454,367.00 and authorize the Mayor to execute said Agreement.

Proposed SW Des Moines Street Utility Improvements
 Professional Services Agreement with McClure Engineering Company

Action# J3-1. Consider motion to approve the Professional Services Agreement with McClure Engineering Company for the design engineering services on the SW Des Moines Street Utility Improvements project in an amount not to exceed \$235,900.00 and authorize the Mayor to execute said agreement.

#### K. ADMINISTRATIVE BUSINESS:

Report of the City Staff:

City Manager City Attorney

• Report of the Governing Body:

Mayor

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

#### • Future Council Agenda Items:

- Public Hearing Property Tax Levy for Fiscal Year July 1, 2024 June 30, 2025
   4/1/24 @ 5:00 p.m.
- Public Hearing 2024 PCC Street Patching Program 4/1/24 @ 5:30 p.m.
- Public Hearing 2024 PCC Pavement Preservation Program Crack & Joint Filling 4/1/24 @ 5:30 p.m.
- Public Hearing NE 62nd St RCB Over Tributary to Four Mile Creek 4/1/24
   © 5:30 p.m.
- Public Hearing 2024 CIPP Lining Project 4/1/24 @ 5:30 p.m.
- Public Hearing 2024 Asphalt St Resurfacing Program SW Ordnance Road 4/15/24 @ 5:30 p.m.
- Public Hearing NE 36th St & NE 38th St Water Main 4/15/24 @ 5:30 p.m.

#### L. ADJOURNMENT

1. Adjournment



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL: City Clerk
ACTION REQUESTED:
LEGAL:
SUBJECT:
https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
Meeting ID: 973 1299 2966 Passcode: 1234
Dial in: +1 312 626 6799; Meeting ID: 973 1299 2966; Passcode: 1234
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

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT City Clerk	NT: CC	OUNCIL GOAL:
ACTION REQUESTED:		
LEGAL:		
	SUBJEC	T:
CALL TO ORDER:	Mark Holm, Mayor	
ROLL CALL:	Michelle Yuska, City Cler	·k
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor	
	EXECUTIVE SU	JMMARY:
	FISCAL IMPA	ACT: <b>No</b>
CITY MANAGER'S RECOMMENDATIONS:		
PREVIOU	US COUNCIL/COMMIS	SION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:		

ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click	w	UUVVIII	wau

No Attachments Available



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Deliver Exceptional Service
ACTION REQUESTED:	
LEGAL:	
	SUBJECT:
Presentation - Des Moines International Air	port
EX	ECUTIVE SUMMARY:
F	ISCAL IMPACT: <b>No</b>
CITY MANA	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	TIL/COMMISSION/BOARD ACTION(S):
PUBLI	C OUTREACH EFFORTS:
A	CTION REQUESTED:
ADDI	ΓΙΟΝΑL INFORMATION:

### ATTACHMENTS:

Click to download
No Attachments Available



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
Approval of the March 18, 2024 Agenda
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
<b>Action:</b> <span style="line-height: 107%;">Consider motion to approve and accept the March 18, 2024 agenda, with or without amendment.</span>

ADDITIONAL INFORMATION:

## ATTACHMENTS:

Click to download		
No Attachments Available		



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:		
Public Works	Upgrade Essential Infrastructure		
ACTION REQUESTED: Public Hearing			
LEGAL: Item Reviewed by Legal Counsel			
SUE	NECT.		

# EXECUTIVE SUMMARY:

PH 2024-18: Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

The bid opening for this project was held on Tuesday, March 12, 2024. Three (3) bids were received as follows:

- 1. Iowa Signal Inc. \$292,765.70
- 2. Kline Electric, Inc, dba Heartland Underground Solutions \$237,253.30
- 3. Van Maanen Electric, Inc. \$275,122.20

The Engineer's Estimate for the project was \$438,470.00. The bids ranged from approximately 45% to 34% below the estimate. Heartland Underground Solutions is presently the traffic signal and fiber optic infrastructure subcontractor for the City's SE Delaware Avenue & SE 54th Street Traffic Signal project, and has the technical ability to complete this work. The Public Works Department and the design engineering firm, Bolton & Menk, recommend awarding the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project to Heartland Underground Solutions of Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 15, 2024. The Contractor will be required to substantially complete all sidewalk removals, sidewalk installation, fiber optic and traffic signal conduit and handholes installed, fiber optic cable installed (except splices and terminations), traffic signal pole and cabinet foundations completed, and PCC patching no later than September 15, 2024.

The schedule for the remaining work, to complete the traffic signal installation, is dependent on delivery of materials furnished by the City. Upon deliver, the Contractor will be allowed twenty (20) working days from a mutually-agreed start date to substantially complete the fully-operational traffic signal installation. Ten (10) additional working days are allowed for full completion, including site restoration and punchlist items (if any).

Traffic will be maintained on both SE Corporate Woods Drive and SE Crosswinds Drive, with little impact expected to the public.

#### FISCAL IMPACT: No

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

#### CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$438,470.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.

- 3. Receive and file the report of bids received on March 12, 2024.
- 4. Approve Resolution, making award of construction contract to Kline Electric, Inc. dba Heartland Underground Solutions of Des Moines, Iowa.
- 5. Approve Resolution, approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30.

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

February 19, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 12, 2024, and setting the public hearing date as March 18, 2024.

March 15, 2021: The City Council approved a development agreement with Crosswinds Business Park Building I LLC for the future installation of a traffic signal at the subject intersection.

# PUBLIC OUTREACH EFFORTS:

#### **ACTION REQUESTED:**

Action: Consider motion to close Public Hearing 2024-18.

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

ATTACHMENTS:		
Click to download		
□ PH Coversheet		
☐ RES - plans, specs		
□ <u>Bid Sheet</u>		
□ Bid Tabulation		
☐ RES - making award		
☐ RES - approving contract		
□ Location Map		
□ Contract		



PUBLIC HEARING 2024-18

5:30 P.M.

MARCH 18, 2024

# PROPOSED SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE 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 Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project. Notice of this hearing was published in the Des Moines Register on the 1<sup>st</sup> day of March, 2024.

#### Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

#### City Clerk:

None in the Clerk's Office.

#### Mayor:

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

#### After Report:

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

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

Consider MOTION to close Public Hearing 2024-18.

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, SPEC	IFICATIONS, FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE SE CORPO	RATE WOODS DRIVE & SE CROSSWINDS
DRIVE TRAFFIC SIGNAL", and moved the	nat 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 CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

WHEREAS, on the 19th day of February, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Corporate Woods Drive & SE Crosswinds Drive 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 18th day of March, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 3-18-24

**BID LETTING** 

10:30 A.M.

MARCH 12, 2024

#### SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project in accordance with the Plans and Specifications prepared by Bolton & Menk.

Mark Mueller, Public Works Director

	Project Estimate of Cost \$ 470°							
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged				
	1)	Joug Signal Inc 3711 SE Capital Circle Grimes In 50111	292,76570	V				
*	2)	Kline Electric Inc. OBA Heartland Underground solo 6355 NEI4th of Dosmoines IA	$237,353^{30}$ utions $50313$					
	3)	Van Maanen Electric Inc 500 Iowa Speedway Dr Newton IA 50208	275,172 20					
	4)							
	5)							
	6)	·						

<sup>\*</sup>Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7)			
8)			
9)			
10)			
11)			
12)			
13)			
*Apparent	Low Bidder		
Bids will b	pe reviewed and further action taken by the C	City Council at their next regular n	neeting of March 18, 2024 at 5:30

ATTEST:

Mark Muller

Mark Mueller, Public Works Director

#### **TABULATION OF BIDS**

SE CORPORATE WOODS DR & SE CROSSWINDS DR CITY OF ANKENY
Ankeny Public Services Building
BMI PROJECT NO. 074131019



#### March 12th, 2024 @ 10:30 AM

Item				Engineer's Estimate Bolton & Menk, Inc.		Iowa Signal Grimes				Van Maanen Newton	
No.	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	REMOVAL OF SIDEWALK	SY	70	\$30.00	\$2,100.00	\$15.00	\$1,050.00	\$16.25	\$1,137.50	\$16.50	\$1,155.00
2	SIDEWALK, PCC, 6"	SY	69	\$125.00	\$8,625.00	\$75.00	\$5,175.00	\$80.25	\$5,537.25	\$80.25	\$5,537.25
3	DETECTABLE WARNING	SF	42	\$50.00	\$2,100.00	\$50.00	\$2,100.00	\$53.50	\$2,247.00	\$53.50	\$2,247.00
4	FULL DEPTH PATCHES	SY	15	\$300.00	\$4,500.00	\$175.00	\$2,625.00	\$187.25	\$2,808.75	\$187.25	\$2,808.75
5	TRAFFIC SIGNAL	LS	1	\$225,000.00	\$225,000.00	\$190,092.70	\$190,092.70	\$142,447.00	\$142,447.00	\$148,400.00	\$148,400.00
6	PAINTED PAVEMENT MARKINGS, DURABLE, W/ GROOVING	STA	20	\$300.00	\$6,000.00	\$470.00	\$9,400.00	\$502.00	\$10,040.00	\$642.00	\$12,840.00
7	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$3,800.00	\$3,800.00	\$9,523.00	\$9,523.00
8	PORTABLE DYNAMIC MESSAGE BOARD (PDMS)	DAY	10	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$160.00	\$1,600.00	\$267.50	\$2,675.00
9	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	SF	4000	\$0.75	\$3,000.00	\$0.50	\$2,000.00	\$0.40	\$1,600.00	\$0.86	\$3,440.00
10	2" HDPE CONDUIT, PUSHED OR TRENCHED	LF	3385	\$35.00	\$118,475.00	\$9.00	\$30,465.00	\$9.00	\$30,465.00	\$11.00	\$37,235.00
11	24 SINGLE-MODE FIBER OPTIC CABLE, INSTALL	LF	150	\$3.00	\$450.00	\$3.00	\$450.00	\$4.85	\$727.50	\$2.13	\$319.50
12	96 SINGLE-MODE FIBER OPTIC CABLE, INSTALL	LF	4530	\$3.00	\$13,590.00	\$3.00	\$13,590.00	\$1.60	\$7,248.00	\$2.13	\$9,648.90
13	FIBER OPTIC TERMINATION	EA	24	\$175.00	\$4,200.00	\$75.00	\$1,800.00	\$56.10	\$1,346.40	\$38.20	\$916.80
14	FIBER OPTIC LC TERMINATION PANEL	EA	2	\$600.00	\$1,200.00	\$225.00	\$450.00	\$225.00	\$450.00	\$275.00	\$550.00
15	CORNING SPH-0P W/ DIN RAIL MOUNTING KIT SPH-01P	EA	1	\$200.00	\$200.00	\$190.00	\$190.00	\$585.00	\$585.00	\$265.00	\$265.00
16	FIBER OPTIC SPLICE ENCLOSURE	EA	2	\$950.00	\$1,900.00	\$675.00	\$1,350.00	\$1,195.00	\$2,390.00	\$2,534.00	\$5,068.00
17	FIBER OPTIC SPLICE	EA	102	\$65.00	\$6,630.00	\$55.00	\$5,610.00	\$34.45	\$3,513.90	\$89.00	\$9,078.00
18	FIBER OPTIC TEST STATION, INSTALL	EA	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$205.00	\$410.00	\$225.00	\$450.00
19	HANDHOLE, HDPE, TYPE V (2442HD5)	EA	3	\$2,000.00	\$6,000.00	\$1,177.00	\$3,531.00	\$1,945.00	\$5,835.00	\$1,800.00	\$5,400.00
20	HANDHOLE, HDPE, TYPE V (3642HD5)	EA	3	\$2,000.00	\$6,000.00	\$2,413.00	\$7,239.00	\$3,355.00	\$10,065.00	\$2,655.00	\$7,965.00
21	RAILROAD PROTECTIVE LIABILITY INSURANCE	EA	2	\$10,000.00	\$20,000.00	\$3,624.00	\$7,248.00	\$1,500.00	\$3,000.00	\$4,800.00	\$9,600.00
22											
	TOTAL BASE BID			_	\$438,470.00	_	\$292,765.70	_	\$237,253.30	-	\$275,122.20
	TOTAL BASE BID PLUS ALTERNATE BID PRICE			_	\$438,470.00	_	\$292,765.70	_	\$237,253.30	_	\$275,122.20

12-Mar-24
H:\ANKENY\_CI\_IA\074131019\3\_Design\A\_Calculations\[BQM2BID (SUDAS 2021) R1-3.xlsm]BID TAB

"RESOLUTION MAKING	introduced the following Resolution entitled AWARD OF CONSTRUCTION CONTRACT FOR THE SE LIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", and moved:
that the Resolution	be adopted.
therefore defer ac	mit the Engineer to review and make recommendation on said bids, tion on the Resolution to the meeting to be held at, 2024, at this place.
Council Member called, and the vote was:	seconded the motion to adopt. The roll was
AYES:	
NAYS:	
Whereupon, the May	or declared the following Resolution duly adopted:
	RESOLUTION
CONTRACT	ON MAKING AWARD OF CONSTRUCTION FOR THE SE CORPORATE WOODS DRIVE & SE DS DRIVE TRAFFIC SIGNAL
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
described in general as the described in the plans and s	following bid for the construction of certain public improvements SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal, pecifications heretofore adopted by this Council on March 18, 2024, he same being the lowest responsive, responsible bid received for such
Contractor:	Kline Electric, Inc. dba Heartland Underground Solutions of Des Moines, Iowa
Amount of bid:	\$237,253.30
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 18th day of March, 2024.

	Mayor	
ATTEST:		
City Clerk		

"RESOLUTION APPROVI CORPORATE WOODS DR	introduced the following Resolution entitled NG CONSTRUCTION CONTRACT AND BOND FOR THE SE LIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", and moved per seconded the motion to adopt. The roll :
AYES:	
NAYS:	
Whereupon, the May	or declared the following Resolution duly adopted:
	RESOLUTION
AND BOND	ON APPROVING CONSTRUCTION CONTRACT FOR THE SE CORPORATE WOODS DRIVE & SE DS DRIVE TRAFFIC SIGNAL
BE IT RESOLVED I IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain publications of certain publications SE Crosswinds I specifications heretofore app	on contract and bond executed and insurance coverage for the dic improvements described in general as the SE Corporate Woods Drive Traffic Signal, and as described in detail in the plans and broved, and which have been signed by the Mayor and Clerk on behalf are hereby approved as follows:
Contractor:	Kline Electric Inc. dba Heartland Underground Solutions of Des Moines, Iowa
Amount of bid:	\$237,253.30
Bond surety:	
Date of bond:	

Portion of project: All construction work

# PASSED AND APPROVED this **18**th day of **March**, 2024.

	Mayor	
ATTEST:		



Ankeny





#### CONTRACT

THIS CONTRACT, made and entered into at Ank	eny	, Iowa	this_		14th	1	da	y of	
March , ;	20_	24		by	and	between	the	City	of
Ankeny, Iowa by its Mayor, upon order of its Cit	y C	ouncil	herei	nafte	er call	ed the "Jui	risdic	tion,"	and
Kline Electric, Inc. DBA Heartland Undergroun	id S	Solutio	ns_,	herei	inafte	called the	"Co	ntracto	or."

#### 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 CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, and ATC 48 VDC 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 <a href="two-hundred-thirty-seven-thousand-two-hundred-fifty-three-and-thirty-cents">two-hundred thirty-three-and-thirty-three-and-thirty-three-and-thirty-cents</a> <a href="DOLLARS">DOLLARS</a> (\$ 237,253.30), 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:

#### Completion of Work

The Project is generally separated into two Sites of work identified as Site "A" and Site "B". Site "A" work is generally described as all PCC construction and foundations, and all underground fiber optic and traffic signal infrastructure completed. Site "B" work is generally described as the installation of City-furnished traffic signal materials and associated work.

Site "A" work shall begin no earlier than July 15, 2024 and shall be substantially completed by September 15, 2024. Substantially complete shall be defined as all sidewalk removals, sidewalk installation, fiber optic and traffic signal conduit and handholes installed, fiber optic cable installed (except splices and terminations), traffic signal pole and cabinet foundations completed, and PCC patching completed; removal of all associated traffic control; and all traffic lanes are fully open to preproject conditions. Should the Contractor fail to substantially complete the Site "A" work by September 15, 2024, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not completed within the designated Contract term(s).

Site "B" work shall be substantially completed within twenty (20) working days from a mutually agreed-upon start date pending City-furnished traffic signal material delivery dates. Substantially complete shall be defined as all traffic signal construction completed, pavement markings installed, fiber optic terminations satisfactorily tested, and the new traffic signal fully operational. Should the Contractor fail to substantially complete the Site "B" work within this timeframe, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) working days after the overall project has been substantially completed as previously noted in this section. Fully complete shall be defined as all surface restoration being completed, all punchlist items addressed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the overall work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for work not 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	CONTRACTOR: Kline Electric, Inc. DBA Heartland Underground Solutions
Mark E. Holm, Mayor (Seal) ATTEST:	By Contractor Signature
	Project Manager
Michelle Yuska, City Clerk	Title
•	6355 NE 14th St
	Street Address
	Des Moines, IA 50313
	City, State, Zip Code
	515-454-0513
	Telephone

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

All Contractors: The Contractor shall enter its Public Registration Number C O 9 1 6 - 1 2 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:

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

INDIVIDUAL ACKNOWLEDGMEN	T
State of	
0 ) SS	
County)	
in and for the State of Lowa_	, 20 24, before me, the undersigned, a Notary Public, personally appeared Author Olimen, 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 a
(his) (her) (their) voluntary act and dee	d.
MELISSA BOLANOS Commission Number 82516 My Commission Expires	1 1/1 11/14 ALT ALT ALT - 1
*/0W1 May 11, 2026	Notary Rublic in and for the State of
	0
LIMITED LIABILITY COMPANY A State of)	CKNOWLEDGMENT
) SS	
County)	
county, personally appeared	, 20, before me a Notary Public in and for said, to me personally known, who being by me of said,
that (the seal affixed to said instrumen	t is the seal of said OR no seal has been procured by the said
	, and that said instrument was signed and sealed on behalf o , by authority of its managers and the said
	acknowledged the execution of said instrument to be the
voluntary act and deed of said	, by it voluntarily executed.
	Notary Public in and for the State of
	My commission expires 20

# 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 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 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 \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

#### 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
ALC: N	STREETS & RELATED WORK	A REAL		AND SHOULD SHOUL	
1	Removal of Sidewalk	SY	70	\$ 16.25	\$ 1,137.50
2	Sidewalk, PCC, 6" Depth	SY	69	\$ 80.25	\$ 5,537.25
3	Detectable Warning	SF	42	\$ 53.50	s 2,247.00
4	Full Depth Patches	SY	15	\$ 187.25	s 2,808.75
	TRAFFIC		The second	and the state of the same	LASSE BALL
5	Traffic Signal	LS	1	\$142,447.00	\$ 142,447.00
6	Painted Pavement Markings, Durable, W/Grooving	STA	20	\$ 502.00	\$ 10,040.00
7	Temporary Traffic Control	LS	1	\$ 3,800.00	\$ 3,800.00
8	Portable Dynamic Message Board (PDMS)	DAY	10	\$ 160.00	\$ 1,600.00
9	2" HDPE Conduit, Pushed or Trenched	LF	3385	\$ 9.00	\$ 30,465.00
10	24 Single-Mode Fiber Optic Cable, Install	LF	150	\$ 4.85	\$ 727.50
11	96 Single-Mode Fiber Optic Cable, Install	LF	4530	\$1.60	\$ 7,248.00
12	Fiber Optic Termination	EA	24	\$ 56.10	\$ 1,346.00
13	Fiber Optic LC Termination Panel	EA	2	\$ 225.00	\$ 450.00
14	Corning SPH-0P w/ Din Rail Mounting Kit SPH-01P	EA	1	s 585.00	\$ 585.00
15	Fiber Optic Splice Enclosure	EA	2	\$1,195.00	\$ 2,390.00
16	Fiber Optic Splice	EA	102	\$ 34.45	\$ 3,513.90
17	Fiber Optic Test Station, Install	EA	2	\$ 205.00	\$ 410.00
18	Handhole, HDPE, Type V (2442HD5)	EA	3	\$ 1,945.00	\$ 5,835.00
19	Handhole, HDPE, Type V (3642HD5)	EA	3	\$ 3,355.00	\$ 10,065.00
20	Railroad Protective Liability Insurance	EA	2	\$ 1,500.00	\$ 3,000.00
	SITE WORK & LANDSCAPING				
21	Conventional Seeding, Seeding, Fertilizing, and Mulching	SF	4000	\$ 0.40	\$ 1,600.00

TOTAL CONTRACT AMOUNT =

\$ 237,253.30

#### PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

#### KNOW ALL BY THESE PRESENTS:

That we, Kline Electric, Inc. dba Heartland Underground Solutions , as Principal	l (hereinafter the
"Contractor" or "Principal") and Employers Mutual Casualty Company	, as Surety, are held
and firmly bound unto the City of Ankeny, Iowa, as Obligee, (hereinafter	referred to as the
"Jurisdiction"), and to all persons who may be injured by any breach of any of the	he conditions of this
Bond in the penal sum of Two Hundred Thirty-Seven Thousand, Two Hundred Fifty-Three and 30/100	DOLLARS
(\$237,253.30 ), lawful money of the United States, for the payment of which su	im, well and truly to
be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or these presents.	severally, firmly by
The conditions of the above obligations are such that whereas said Contractor en with the Jurisdiction, bearing date the 14th day of March	
(hereinafter the "Contract") wherein said Contractor undertakes and agrees to condescribed improvement:	

#### SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, and ATC 48 VDC 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:

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.
- GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
  - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

PRINCIPAL: Kline Electric, Inc. dba Heartland Underground Solutions	SURETY: Employers Mutual Casualty Company
Contractor Signature	By Carrie Moral Signature Attorney-in-Fact Officer
Project Manager	Printed Name of Attorney-in-Fact  Holmes, Murphy and Associates LLC
	Company Name 2727 Grand Prairie Parkway
	Company Address Waukee, IA 50263
	City, State, Zip Code (515) 223-6800

#### NOTE:

- 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.
- 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.

Company Telephone Number





### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

#### KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E, HANSEN, BRIAN M, DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marine, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Lukas Schroder

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars .

\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th 2025 , unless sooner revoked.

#### AUTHORITY FOR POWER OF ATTORNEY

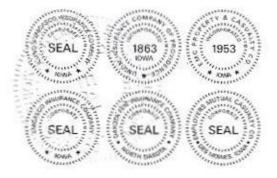
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorneys-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon this Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made herelofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

22nd day of September , 2022 .

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6 Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6



Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025

Notary Public in and for the State of Iowa

#### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of

March

2024

Vice President



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on										
th	is certificate does not confer rights t	o the	certi	ificate holder in lieu of su	ıch en	dorsement(s)	).			
	DUCER				CONTA NAME:	ст Sarah Tritz	<u>z</u>			
	mes Murphy & Associates				PHONE (A/C, No, Ext): 515-223-6813					
	27 Grand Prairie Parkway ukee IA 50263				E-MAIL ADDRESS: stritz@holmesmurphy.com					
VVG	unce 1/1 00200									
					INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Company					25844
INSU	PEN			KLIELEPC			Surance Com	рапу		23044
	ne Electric, Inc.				INSURE	R B :				
635	55 NE 14th Street				INSURE	INSURER C:				
De	s Moines, IA 50313				INSURER D:					
					INSURE	RE:				
					INSURE	RF:				
CO	VERAGES CER	TIFIC	ATE	NUMBER: 1419164763				REVISION NUMBER:		
IN CE	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			POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY			CPA330717326		3/1/2024	3/1/2025	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	00
	X 1,000							MED EXP (Any one person)	\$ 10,00	0
								PERSONAL & ADV INJURY	\$ 1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY			CPA330717326		3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	

WORKERS COMPENSATION WCA330717720 3/1/2024 3/1/2025 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 Limit Limit 1,000,000 Contractors E&O CPA330717326 3/1/2024 3/1/2025

3/1/2024

3/1/2025

EACH OCCURRENCE

AGGREGATE

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

CPA330717326

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are Additional Insured on the General Liability, on a Primary and Non-Contributory basis, when required by written contract with the insured, per policy terms and conditions.

Waiver of Subrogation applies in favor of additional insureds on the Workers Comp, when required by written contract with the insured, per policy terms and

Governmental Immunity applies.

**UMBRELLA LIAB** 

**EXCESS LIAB** 

Leased/Rented Equipment Installation Floater

DED

Α

Χ

OCCUR

CLAIMS-MADE

Χ

RETENTION \$

CERTIFICATE HOLDER	CANCELLATION		
City of Ankeny	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
410 W. First Street Ankeny IA 50023	Kau Cooling		

\$

\$10,000,000

\$10,000,000

250,000 1,500,000

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II — Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- 2. 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 exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

#### A. MISCELLANEOUS ADDITIONAL INSUREDS

 Section II – Who Is An Insured is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs A.1.c.(1) through A.1.c.(9) below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- The written contract or written agreement is:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Fully executed by you and the additional insured prior to the "bodily

- injury", "property damage" or "personal and advertising injury".
- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

## (1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy;
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (i) Your acts or omissions; or
  - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

(d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (1.2) Supervisory, inspection, architectural or engineering activities

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- (ii) "Bodily injury" or "property damage" occurring after:
  - (1.1)ΑII work, including parts materials. 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
  - (1.2)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.

#### (2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

#### (3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

## (4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

#### (5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

# (6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:
  - (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
    - (1.1) The existence. maintenance, repair, construction, erection removal of advertising signs, awnings, canopies, cellar entrances, coal holes. driveways, manholes, marquees, hoist away openings. sidewalk vaults, street banners or decorations and similar exposures;
    - (1.2) The construction, erection or removal of elevators; or
    - (1.3) The ownership, maintenance or use of any elevators covered by this insurance.
  - (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

#### (7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

#### (8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

#### (9) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or
  - (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.
- With respect to coverage provided by this Provision A. Miscellaneous Additional Insureds, the following additional provisions apply:
  - a. Any insurance provided to an additional insured designated under Paragraphs
     A.1.c.(1) through A.1.c.(8) above does not apply:
    - (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or
    - (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.
  - **b.** The insurance afforded to such additional insured only applies to the extent permitted by law.
  - c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.
- With respect to the insurance afforded to the additional insureds within this Provision A. Miscellaneous Additional Insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- **a.** Required by the written contract or written agreement; or
- **b.** Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

## B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion 2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

#### a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### C. KNOWLEDGE OF OCCURRENCE

Paragraph 2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A manager, if you are a limited liability company; or
  - (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;
- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- D. LEGAL LIABILITY DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

 Under Section I – Coverage A – Bodily Injury And Property Damage Liability, the last paragraph (after the exclusions) is deleted and replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III** – **Limits Of Insurance**.

2. The paragraph immediately after Subparagraph j.(6) of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

- Paragraph 6. of Section III Limits Of Insurance is deleted and replaced by the following:
  - **6.** Subject to Paragraph **5.** above, the greater of:
    - **a.** \$300,000; or
    - **b.** The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

- 4. Subparagraph b.(1)(a)(ii) of Paragraph 4. Other Insurance of Section IV Commercial General Liability Conditions is deleted and replaced by the following:
  - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

- Subparagraph a. of Definition 9. "Insured contract" of Section V Definitions is deleted and replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- 6. As used in this Provision D. Legal Liability Damage To Premises Rented To You:

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

#### E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

#### F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:
  - (a) Snow removal;
  - **(b)** Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph 3. of Section II – Who Is An Insured is deleted and replaced by the following:

- **3.** Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:
  - **a.** Majority interest of more than 50% if you are a corporation;
  - **b.** Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

**c.** Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) Section I Coverage A Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) Section I Coverage B Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

#### H. WHO IS AN INSURED - AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of Section II – Who Is An Insured;
- **b.** Current joint venture; or

**c.** Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

#### I. NON-OWNED WATERCRAFT

Subparagraph (2) of Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - **(b)** Not being used to carry persons or property for a charge.

## J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- **1.** The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from \$250 to \$3,000; and
- **2.** The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

## K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. Representations of Section IV – Commercial General Liability Conditions:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

## L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

#### M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:** 

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

#### N. INCIDENTAL MEDICAL MALPRACTICE

- Paragraph 2.a.(1)(d) of Section II Who Is An Insured does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- 2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of Section IV – Commercial General Liability Conditions.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. GOVERNMENTAL ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **Schedule**

Municipality: The City of Ankeny

Mailing Address: Ankeny IA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following provisions are added to the coverage part listed above:

#### A. ADDITIONAL INSURED PROVISION

The Municipality shown in the schedule, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

#### **B. GOVERNMENTAL IMMUNITIES PROVISION**

- Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them under Code of lowa 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.
- Assertion of Government Immunity. The municipality shown in the Schedule 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. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.
- 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 municipality shown in the Schedule 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 municipality.
- 5. No Other Change in Policy. The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

### C. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
Approval of official council actions of the regular meeting of March 4, 2024, as published, subject to correction, as recommended by the City Clerk.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:

#### ATTACHMENTS:

lick to download
Minutes

#### MINUTES OF THE ANKENY CITY COUNCIL

Monday, March 4, 2024 5:30 p.m.
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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

#### APPROVAL OF AGENDA

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

#### **PUBLIC HEARING**

PH 2024-12. Mayor Holm announced this is the time and place for a public hearing on the
matter of the adoption of plans, specifications, form of contract and estimate of cost for
construction of certain public improvements described in general as construction of the
Magazine Ground Storage Reservoir Rehabilitation project. Notice of this hearing was
published in the Des Moines Register on the 16th day of February, 2024.

Don Clark, Municipal Utilities Director, reported that the project includes abrasive blast cleaning the reservoir exterior to a commercial standard with containment and the application of a four-coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a 2-coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Bentz seconded, to close public hearing 2024-12. Ayes: 4.

2. PH 2024-13. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2024 PCC Pavement Preservation Program – SE Shurfine Drive project. Notice of this hearing was published in the Des Moines Register on the 16th day of February, 2024.

Mark Mueller, Public Works Director, reported that the project includes full depth patching from east of South Ankeny Blvd to just west of SE Hulsizer Rd, crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Rd, and diamond grinding from just east of SE Cortina Dr to just west of SE Hulsizer Rd.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2024-13. Ayes: 4.

3. PH 2024-14. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the SW Magazine Road & SW State Street Intersection Improvements – West Leg project. Notice of

this hearing was published in the Des Moines Register on the 16th day of February, 2024.

Mark Mueller, Public Works Director, reported that the project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Shafer seconded, to close public hearing 2024-14. Ayes: 4.

4. PH 2024-15. Mayor Holm announced this is the time and place for a public hearing on the matter of the issuance of not to exceed \$17,500,000 General Obligation Bonds in order to provide funds to pay the costs of: opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction. reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned. including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, for essential corporate purposes. Notice of this public hearing was published in the Des Moines Register on the 20th day of February 2024 pursuant to the provisions of Section 384.25 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$17,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2024 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Bentz moved, Shafer seconded, to close public hearing 2024-15. Ayes: 4.

5. PH 2024-16. Mayor Holm announced this is the time and place for a public hearing on the matter of the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds in order to provide funds to pay the costs of: aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the

West 1st Street Improvements – Phase 2 project, for essential corporate urban renewal purposes. Notice of this public hearing was published in the Des Moines Register on the 20th day of February 2024 pursuant to the provisions of Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$500,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) are being proposed to fund the West 1st Street Widening and Improvements - Phase 2 project in the 2024 Capital Improvement Program. The project is located in the 1989 Ankeny Economic Development Urban Renewal Area.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Bentz moved, Shafer seconded, to close public hearing 2024-16. Ayes: 4.

6. PH 2024-17. Mayor Holm announced this is the time and place for a public hearing on the matter of the issuance of not to exceed \$4,500,000 Water Revenue Bonds in order to provide funds to pay the costs of: acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects. Notice of this public hearing was published in the Des Moines Register on the 20th day of February 2024 pursuant to the provisions of Sections 384.82 and 384.83 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$4,500,000 Water Revenue Bonds are being proposed to fund the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop and SE Magazine Ground Storage Tank Repaint projects in the 2024 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Shafer moved, Perry seconded, to close public hearing 2024-17. Ayes: 4.

#### APPROVAL OF CONSENT AGENDA

#### Minutes

- 1. Official council actions of the regular meeting of February 19, 2024, as published.
- 2. Receive and file minutes of the Plan and Zoning Commission meeting of January 17, 2024.
- 3. Receive and file minutes of the Zoning Board of Adjustment meeting of December 5, 2023.
- 4. Receive and file minutes of the Library Board of Trustee meeting of January 18, 2024.

#### Licenses and Permits

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

#### Finance/Budget

- 6. Payment #5 in the amount of \$13,381.72 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer Phase 2 project.
- 7. Payment #11 in the amount of \$8,549.50 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
- 8. Payment #22 in the amount of \$9,252.56 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

- 9. Payment #11 in the amount of \$14,068.75 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
- 10. Payment #14 in the amount of \$3,558.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements Phase 2 project.
- 11. Payment #27 in the amount of \$10,000.50 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
- 12. Payment #6 in the amount of \$8,675.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
- 13. Payment #1 in the amount of \$8,385.95 to Snyder & Associates, Inc., for engineering services on the Watercrest Park expansion project.
- 14. Payment #5 in the amount of \$11,117.93 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- 15. Payment #10 in the amount of \$76,620.64 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- 16. Payment #31 in the amount of \$12,592.88 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon NE 5th St to NE 18th St project.
- 17. Payment #36 in the amount of \$9,921.65 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- 18. Payment #10 in the amount of \$6,234.25 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- 19. Payment #34 in the amount of \$1,166.00 to Strand, for engineering services on the Ankeny ASR project.
- 20. March 4, 2024 Accounts Payable by fund: General \$334,453; Parks Improvements \$750; Police Gift \$480; Road Use Tax \$112,479; Library Foundation \$1,405; Solid Waste \$106,681; Water \$28,758; Sewer \$10,480; Storm Water \$9,694; Golf Course \$12,201; Enterprise Project \$73,570; Revolving \$32,245; Risk Management \$33,869; Health Insurance \$126; BAN/Bond Activity \$2,000; Capital Projects \$293,620; Payroll Totals \$1,353,543; Transfers/ACH (\$204,181); Agenda Payments Approved Separately \$220,099; Grand Total \$2,422,272.

#### Personnel

- 21. A new classification position description for Deputy Building Official in the Community Development Department.
- 22. Side letter agreement with the Ankeny Police Department Teamsters Local Union 238 and to authorize the City Manager to execute the agreement.

#### Engineering

23. **RESOLUTION 2024-076** authorizing the execution of an agreement with Iowa Department of Transportation for DOT-Initiated Detour of Primary Highways onto Local Roads for the Iowa DOT's Iowa 210 PCC Pavement - Grade and New Project.

#### Capital Improvement Projects

- 24. **RESOLUTION 2024-077** approving construction contract and bond with HPC, LLC, in the amount of \$5,950,000.00 for the Ankeny Fire Station No. 4 project.
- 25. <u>Delaware Ground Storage Reservoir Rehabilitation Project</u>: a) Certificate of Completion; b) **RESOLUTION 2024-078** accepting the public improvements with Tanksco Inc. in the amount of \$241,500.00; and c) Final Payment #2 in the amount of \$7,980.00 / Release of Retainage in the amount of \$12,075.00.
- 26. <u>Midway Park Restroom Construction</u>: a) Certificate of Completion; b) **RESOLUTION 2024-079** accepting the public improvement with Romtech Companies in the amount of \$279,370.78; c) Final Payment #7 in the amount of \$6,518.28.

- 27. **RESOLUTION 2024-080** adopting and levying final schedule of assessments and providing for the payment thereof for the NE 36th Street Reconstruction Project: I-35 to NE Fourmile Drive.
- 28. **RESOLUTION 2024-081** authorizing the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street).
- 29. **RESOLUTION 2024-082** accepting a proposal from MNM Concrete Specialist in the amount of \$151,885.00 for the construction of the 2024 Pedestrian Ramp Improvements Program NE 18th Street project.
- 30. **RESOLUTION 2024-083** ordering construction on the 2024 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 03/26/24 @ 10:30 A.M. / date of hrg: 04/01/24 @ 5:30 P.M.)
- 31. **RESOLUTION 2024-084** ordering construction on the 2024 PCC Pavement Preservation Program Crack and Joint Filling project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 03/26/24 @ 10:30 A.M. / date of hrg: 04/01/24 @ 5:30 P.M.)
- 32. **RESOLUTION 2024-085** ordering construction on the NE 62nd St Over Trib. to Four Mile Creek project and fixing a date for hearing thereon and taking of bids therefor. (date of bidletting: 03/26/24 @ 10:30 a.m./date of hrg: 04/1/24 @ 5:30 p.m.)
- 33. **RESOLUTION 2024-086** ordering construction on the 2024 CIPP Lining Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 03/26/24 @ 10:30 a.m./date of hrg: 04/1/24 @ 5:30 p.m.)

#### Administrative

- 34. **RESOLUTION 2024-087** 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.
- 35. Set a public hearing on the proposed property tax levy for Fiscal Year July 1, 2024 June 30, 2025 for April 1, 2024 at 5:00 p.m. and direct City Clerk to publish notice of such hearing.

#### APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-35. Ayes: Shafer, Bentz, Perry, Ruddy.

#### **LEGISLATIVE BUSINESS**

#### Approval of Ordinances

- 1. **Ord 2162.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC R-1 One-Family Residential District to Planned Unit Development, PUD (Rezoning Area A). Council Member Ruddy moved, Bentz seconded, to accept third consideration of ORDINANCE 2162, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry Shafer.
- 2. Ord 2163. An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One-Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B). Council Member Ruddy moved, Bentz seconded, to accept third consideration of ORDINANCE 2163, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry Shafer.

- 3. **Ord 2164.** An Ordinance amending Chapter 66 Load and Weight Restrictions of the Municipal Code of the City of Ankeny, Iowa, by amending Section 66.05 Truck Routes. Council Member Bentz moved, Shafer seconded, to accept third consideration of ORDINANCE 2164, sending it on its final passage and publication as required by law. Ayes: Bentz, Shafer, Perry, Ruddy.
- 4. **Ord 2165.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates. Council Member Ruddy moved, Bentz seconded, to accept first consideration of ORDINANCE 2165. Ayes: Ruddy, Bentz, Perry Shafer.

#### **NEW BUSINESS**

- Proposed Magazine Ground Storage Reservoir Rehabilitation (PH 2024-12). Council Member Ruddy moved, Bentz seconded, to adopt 1) RESOLUTION 2024-088 adopting plans, specifications, form of contract and estimate of cost \$386,000.00; 2) receive and file report of bids received February 27, 2024; and 3) adopt RESOLUTION 2024-089 making award of construction contract with O & J Coatings in the amount of \$289,000.00. Ayes: Ruddy, Bentz, Perry, Shafer.
- 2. Proposed 2024 PCC Pavement Preservation Program SE Shurfine Drive (PH 2024-13) Council Member Perry moved, Bentz seconded, to adopt 1) RESOLUTION 2024-090 adopting plans, specifications, form of contract and estimate of cost \$344,650.00; 2) receive and file report of bids received February 27, 2024; 3) adopt RESOLUTION 2024-091 making award of construction contract with Caliber Concrete, LLC in the amount of \$290,338.00; and 4) adopt RESOLUTION 2024-092 approving contract and bonds with Caliber Concrete, LLC in the amount of \$290,338.00. Ayes: Perry, Bentz, Ruddy, Shafer.
- 3. Proposed SW Magazine Road & SW State Street Intersection Improvements West Leg (PH 2024-14). Council Member Bentz moved, Ruddy seconded, to adopt 1) RESOLUTION 2024-093 adopting plans, specifications, form of contract and estimate of cost \$405,610.00; 2) receive and file report of bids received February 27, 2024; 3) adopt RESOLUTION 2024-094 making award of construction contract with Manatt's, Inc. in the amount of \$295,089.02; and 4) adopt RESOLUTION 2024-095 approving contract and bonds with Manatt's, Inc. in the amount of \$295,089.02. Ayes: Bentz, Ruddy, Perry, Shafer.
- Proposed Issuance of Not to Exceed \$17,500,000 General Obligation Bonds (PH 2024-15).
   Council Member Ruddy moved, Perry seconded, to adopt RESOLUTION 2024-096 instituting proceedings to take additional action for the issuance of not to exceed \$17,500,000 General Obligation Bonds. Ayes: Ruddy, Perry, Bentz, Shafer.
- Proposed Issuance of Not to Exceed \$500,000 General Obligation Urban Renewal Bonds (PH 2024-16). Council Member Perry moved, Ruddy seconded, to adopt RESOLUTION 2024-097 instituting proceedings to take additional action for the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds. Ayes: Perry, Ruddy, Bentz, Shafer.
- Proposed Issuance of Not to Exceed \$4,500,000 Water Revenue Bonds (PH 2024-17).
   Council Member Ruddy moved, Bentz seconded, to adopt RESOLUTION 2024-098 instituting proceedings to take additional action for the issuance of not to exceed \$4,500,000 Water Revenue Bonds. Ayes: Ruddy, Bentz, Perry, Shafer.
- 7. Proposed Issuance of \$17,425,000 General Obligation Bonds, Series 2024A. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2024-099** authorizing the issuance of \$17,425,000 General Obligation Bonds, Series 2024A, and levying a tax for the payment thereof. Ayes: Ruddy, Bentz, Perry, Shafer.
- 8. Request for Council Initiated Rezoning from R-1 One-Family Residential District to R-3 Multi-Family Residence District restricted to 10 units per acre. Hope K Farms, LLC. Council Member Bentz moved, Ruddy seconded, to receive and file correspondence dated February 9, 2024, regarding a rezoning request for 15.71 acres (Area B) located west of Interstate 35 and east of NE Delaware Avenue. Ayes: Bentz, Ruddy, Perry, Shafer. Council Member Ruddy moved, Bentz seconded, to initiate a rezoning request for 15.71 acres (Area B) located west

of Interstate 35 and east of NE Delaware Avenue and refer to the Plan and Zoning Commission for review and recommendation. Ayes: Ruddy, Bentz, Perry, Shafer.

1. Meeting was adjourned at 6:09 p.m.	
Michelle Yuska, City Clerk	Mark E. Holm, Mayor
Published in the Des Moines Register on 3/15/24.	



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Planning and Building	COUNCIL GOAL: Ensure Economic Vitality
ACTION REQUESTED: Motion	
LEGAL:	
Receive and file minutes of the Plan and Zoning	SUBJECT: Commission meeting of February 20, 2024.
EXECU	TIVE SUMMARY:
FISC	AL IMPACT: No
CITY MANAGER	R'S RECOMMENDATIONS:
PREVIOUS COUNCIL/C	OMMISSION/BOARD ACTION(S):
PUBLIC OU	JTREACH EFFORTS:
ACTIO	ON REQUESTED:

ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

<u>P&Z Minutes 2024-02-20</u>



#### **Meeting Minutes**

#### **Plan & Zoning Commission Meeting**

Tuesday, February 20, 2024

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

#### **CALL TO ORDER**

Chair Ted Rapp called the February 20, 2024 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 and Lisa West. Absent: Randy Weisheit. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Ryan Kirschman and Brenda Fuglsang.

#### AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the February 20, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 - 0.

#### COMMUNICATIONS

There were no communications.

#### CITIZEN'S REQUEST

Julie Ryan, 4616 NW 8<sup>th</sup> Street, Ankeny said that there is a waterway and greenspace behind her home and recently noticed surveyors working in that area. She stated that a neighbor was told that there is a splash pad being built. E.Jensen responded that the information she received was correct. Julie Ryan asked where the entrance for the splash pad was going to be? E.Jensen shared that staff will contact the Parks Department for their plan of that area and provide it to her.

#### **CONSENT AGENDA ITEMS**

#### Item #1. Minutes

Motion to approve and accept the January 17, 2024 minutes of the Plan and Zoning Commission meeting.

#### Item #2, 350 NE 36th Street – DMOS MRI Addition Site Plan

Motion to approve the site plan for 350 NE 36<sup>th</sup> Street, DMOS MRI Addition subject to obtaining the amended Stormwater Management Easement, SWPPP and COSESCO.

#### Item #3. Hope Crest Plat 1 Final Plat

Motion to recommend City Council approval of the Hope Crest Plat 1 Final Plat.

Referencing Item #3, G.Hunter stated for the record, that he called and asked staff whether there are any jurisdictional issues with the pond being filled in with this final plat. He further stated that he has a concern about filling in the pond, as it will impact the buildable area of Lots 23, 24,15 and 48, and a section of right-of-way just south of the intersection of NW Arlan Drive and NW 46<sup>th</sup> Street. A further concern is how the fill will be monitored to reassure that there are no settlement issues for those homes or the city right-of-way.

E.Jensen presented aerial maps from 1970, 2002 and 2005. He stated that the digging of the pond began in 2005. He said there is no real established drainage way shown in the aerials. He presented an aerial map from 2015, which shows the pond. He does not believe it is jurisdictional, but the developer will still need to go through the process to make sure. He further stated that there will need to be a soil report to make sure it is compacted correctly.



Meeting Minutes
Plan and Zoning Commission
February 20, 2024
Page | 2

Referencing Item #2, T.Rapp said that the DMOS site plan shows a significant amount of underground stormwater storage and wondered if there are other site plans in Ankeny with similar storage? E.Carstens responded, yes.

Motion by T.Flack to approve the recommendations for Consent Agenda Item #1 - #3. Second by G.Hunter. All voted aye. Motion carried 6 - 0.

#### **PUBLIC HEARINGS**

There were no public hearings.

#### **BUSINESS ITEMS**

There were no business items.

#### **REPORTS**

#### **City Council Meeting**

E.Jensen reported on the February 19, 2024 City Council meeting.

#### **Director's Report**

E.Jensen presented the tentative agenda items for the Tuesday, March 5, 2024 Plan and Zoning Commission meeting and the January 2024 Building Permit Report.

#### **Commissioner's Reports**

There were no Commissioner reports.

#### **MISCELLANEOUS ITEMS**

March 4, 2024 - 5:30 p.m. City Council Meeting Representative: Staff

G.Hunter placed into nomination T.Rapp to serve as Chair. Second by A.Renaud. All voted aye.

A.Renaud placed into nomination R.Weisheit to serve at Vice Chair. Second by T.Flack. All voted aye.

#### **ADJOURNMENT**

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:44 p.m.

Submitted by Brenda Fuglsang, Secretary

Brenda Luglang

Plan & Zoning Commission



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: City Manager	COUNCIL GOAL:
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SU Receive and file minutes of the Human Rights Com	BJECT: mission meeting of December 14, 2023.
EXECUTIV	E SUMMARY:
FISCAL	IMPACT: No
CITY MANAGER'S	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MMISSION/BOARD ACTION(S):
PUBLIC OUTF	REACH EFFORTS:
ACTION	REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

☐ HRC Approved Minutes 12-14-2023



#### **Meeting Minutes**

#### **Human Rights Commission**

Thursday, December 14, 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

Chair Olson called the meeting to order at 5:30 PM.

#### 2. ROLL CALL

Alvarez, Olson, Parkinson, and Graber were present at the time of roll call. Norland arrived later during the meeting. Brandt Johnson, staff liaison present.

#### 3. MOTION TO APPROVE THE AGENDA FOR December 14, 2023

Graber motioned to approve the agenda as presented, Parkinson seconded. Ayes: 4, motion carried.

#### 4. MOTION TO APPROVE THE MINUTES FROM October 26, 2023

Graber motioned to approve the minutes from the October 26, 2023 meeting. Parkinson seconded. Ayes: 4, motion carried.

#### 5. OLD BUSINESS

#### a. MLK – Day of Service 2024

Johnson said that Norland and himself have been attending MLK Day of Service 2024 meetings and assisting with the event planning.

#### 6. NEW BUSINESS

#### a. End of Year Summary Report - 2023

Johnson brought to the Commission an end of year summary report that he coordinated with Chair Olson on and that it will be received and filed with the City Council. Graber motioned to approve the end of year HRC summary report for 2023 and to send the report to City Council to receive and file. Parkinson seconded. Ayes: 5, motion carried.

#### b. 2024 Training Meetings

Johnson provided the Commission with a tentative HRC meeting schedule for 2024. The Commission discussed the tentative schedule and decided that the January meeting would be canceled and the group would next meet at it's



regularly scheduled meeting on February 22, 2024 to discuss the groups work plan for 2024 and to decide on its March training

#### 7. STAFF REPORT

Johnson reviewed the December 2023 staff memo with the HRC.

#### 8. COMMISSIONER REPORTS

No reports from the Commissioners.

#### 9. ADJOURN

Meeting adjourned at 5:50 PM.



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:
City Clerk
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

#### **EXECUTIVE SUMMARY:**

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

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. HRG Projects, LLC d/b/a Carmen's Flowers, 516 SW 3rd St. Special Class B Retail Native Wine License (WBN) (Renewal) Effective April 6, 2024.
- 2. Maria's Inc. d/b/a Maria's Mexican Food, 833 E 1st St. Class C Retail Alcohol License (LC) (Renewal) Effective April 6, 2024, PENDING DRAM ENSORSEMENT.

- 3. City of Ankeny d/b/a Hawkeye Park Concession Stand, 504 W 1st St. Special Class C Retail Alcohol License (BW) (Renewal) includes Outdoor Service Effective April 9, 2024.
- 4. Blackberry, LLC d/b/a Flame Cantina, 1315 Oralabor SW Rd, Ste. 101 Class C Retail Alcohol License (LC) (Renewal) includes Catering Effective April 13, 2024.
- 5. Tokyo Huang Inc., d/b/a Tokyo Steakhouse, 113 SE Delaware Ave. Class C Retail Alcohol License (LC) (Renewal) Effective April 1, 2024.
- 6. Georgios Greek Grill, LLC d/b/a Egg Bistro, 2010 SE Delaware Ave., Ste. 222 Class C Retail Alcohol License (Renewal) Effective March 6, 2024. TIMELY FILED WITH ABD
- 7. Ankeny Fiesta, LLC (New Entity) d/b/a Fiesta Jalapenos Mexican Restaurant, 1975 N Ankeny Blvd, Ste. 113 Class C Retail Alcohol License (LC) (New) Tentatively Effective March 19, 2024. PENDING DEPT. APPROVALS, LEASE AMEND.

#### 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

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

COUNCIL GOAL:

City Clerk
ACTION REQUESTED: Motion
LEGAL:
SUBJECT:
Consider motion to approve the issuance of a parade permit in the City of Ankeny for the 2024 SummerFest Grand Parade.
EXECUTIVE SUMMARY:
The Ankeny Chamber of Commerce is requesting a route change for the 2024 SummerFest Grand Parade scheduled for July 13, 2024 beginning at 9:00 a.m. The proposed route includes a section of W 1st Street, which requires Council approval.

CITY MANAGER'S RECOMMENDATIONS:

FISCAL IMPACT: No

The parade will begin at Ankeny High School, traveling North on SW Cherry St, turn East on W 1st St, turn North on NW School St, turn East on NW 9th St and turn North into Northview Middle School

City staff have reviewed the proposed parade route and recommend approval.

ORIGINATING DEPARTMENT:

parking lot.

# PUBLIC OUTREACH EFFORTS:

The Ankeny Area Chamber of Commerce will provide prior notice to property owners along the parade route.

# ACTION REQUESTED:

# ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

- Parade Application
- Map Parade Route

### PARADE SUPPLEMENT



1
Today's date: 2   23   2024
Event Title / Name: Ankeny Chamber Summer Fest Grand Parade  Must be same as listed on Pre-Application
3
Name of Contact Person: Sharlyn Estrem
Contact phone: (515) 964-0685 Cell: (515)897-9230
Describe the type of parado
Community Parade on the Saturday of Ankeny
Community Parade on the Saturday of Ankeny Chamber Summer Fest including floats, Vehicles, band and walkers.
and walkers. Parade Route:
Staging at Ankeny High School and ending at Northview Middle
Solal travel North on S.W. Cherry St. turn East on
W. 1st St., turn North on N.W. School St., turn
W. 1st St., turn North on N.W. School St., turn  East on N.W. 9th St. and turn North into NVMS  Street Closings:  Parking lot.
S.W. Cherry St. TO W. 1st St.
W. ist St. To N.W. School St.
N.W. School St. TO N.W. 9th St.
N.W. 9th St. TO N. Ankeny Blvd At NVMS

The City of Ankeny has the right to deny closure of certain streets. Closure of arterial and collector streets will require City Council approval. If council approval is required, the City Clerk's Office will advise you of date City Council will consider your street closure request – this may affect your date of event.

The City prefers that parade routes do not cross Oralabor Road, Ankeny Boulevard or First Street. Both Ankeny Boulevard and Oralabor Road are state highways and require additional permission from the Iowa DOT for closure.

☐ Submit a detailed map of parade route to be approved ☐ Provide proof of general liability insurance in the amount of at least \$500,000 per occurrence /\$1M aggregate and \$500,000 for property damage and submit a certificate of insurance naming
Indemnification To the fullest extent permitted by law, the licensee agrees to defend, pay on behalf of, indemnify,
and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with the licensee's licensed activities.
Certification I certify that all information in this application and the required documents is true and correct to the best of my knowledge, and upon submittal becomes public record. I understand that any missing documentation may delay license approval. I further understand that should I commit a violation of the terms and conditions of this license, my license may be revoked. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in Chapter 124 of the City of Ankeny's Municipal Code and on the list of requirements provided to me.
Signature of applicant  2-23-2024  Date
FOR OFFICE USE ONLY – APPLICATION SUBMITTAL CHECKLIST  Application fee  Detailed Map Proof of Liability Insurance Application completed and signed Public Works Approved Fire Dept. Approved



# TRAFFIC CONTROL APPLICATION

#### REOUEST FOR STREET OR LANE CLOSURE

The following will be considered when a street or lane closure is requested:

- Resident/business impact
- Size of the event number of expected participants/ attendees
- Detour routes
- Signage and notification
- Set up of barricades and directional signage
- Traffic control and safety

# For special events that require street or lane closures, the following guidelines have been established:

- The proposed traffic control plan is subject to review and approval by the City, and must be provided at least 30 days before the event or set-up. The Special Event Permit will not be approved without an approved traffic control plan.
- No full closure of arterials will be allowed. These arterials are Oralabor Road, Magazine Road, 1st Street, 18th Street, 36th Street, 54th Street, Irvinedale Drive, State Street, Ankeny Boulevard, Delaware Avenue, and Four Mile Drive.
- Single-lane closure on multi-lane arterials that maintain at least one lane of traffic in each direction may be considered.
- Full closure of local and collector streets may be considered but only for a maximum of four hours.
- If streets are fully closed, a dedicated, signed detour route must be provided as part of the special event permit applicant's traffic control plan.
- If a road closure/restrictions are required the applicant will be required to pay for a City of Ankeny on-site traffic inspector to verify approved traffic control plan is followed
- If any street is going to be impacted, static signs or variable message boards must be used at least three (3) days in advance of the event to notify the traveling public of the impending lane or street closure.
- Parade or race routes shall do not cross Oralabor Road, Ankeny Boulevard or 1<sup>st</sup>
   Street.
- Several streets in the City are state highways and require permission from Iowa DOT for street or lane closures. These streets include Ankeny Boulevard (US 69) and Oralabor Road (IA 415 and IA 160).

#### **PARKING**

The applicant is responsible for ensuring adequate parking for attendees and for minimizing any negative impacts to adjacent areas. The applicant is responsible for obtaining authorized approval for any private parking or event areas.

#### "NO PARKING" SIGNAGE POSTING REQUIREMENTS

- If public parking will be restricted, "No Parking" signs must be posted 72 hours prior to your event start time including set-up.
- Verification that all "No Parking" signs are placed in their correct location(s) every twenty-four (24) hours from time of initial placement of the signage and a maximum of twelve (12) hours prior to event set-up start time is required. The documentation must be kept on file and provided to City representatives upon request.
- "No Parking" signs must be posted on the curb next to the roadway.
- "No Parking" signs must be placed a minimum of every fifty (50) feet.
- Additional "No Parking" signs must be placed in areas where obstructions are present.
- Missing, collapsed, or damaged "No Parking" signs must be replaced immediately and a minimum of twelve (12) hours prior to your event set-up start time.

#### "NO PARKING" SIGNAGE TECHNICAL SPECIFICATIONS

- "No Parking" signs must be mounted on either an "A" frame type structure or wood lathe. The "A" frame may be constructed of plastic, wood or metal.
- "No Parking signs" must be a minimum of 17" x 22" and of sturdy material to withstand wind or precipitation.
- "No Parking" message on each sign should meet the following requirements:
  - Red letters on white background.
  - o Preprinted message stating, at minimum:

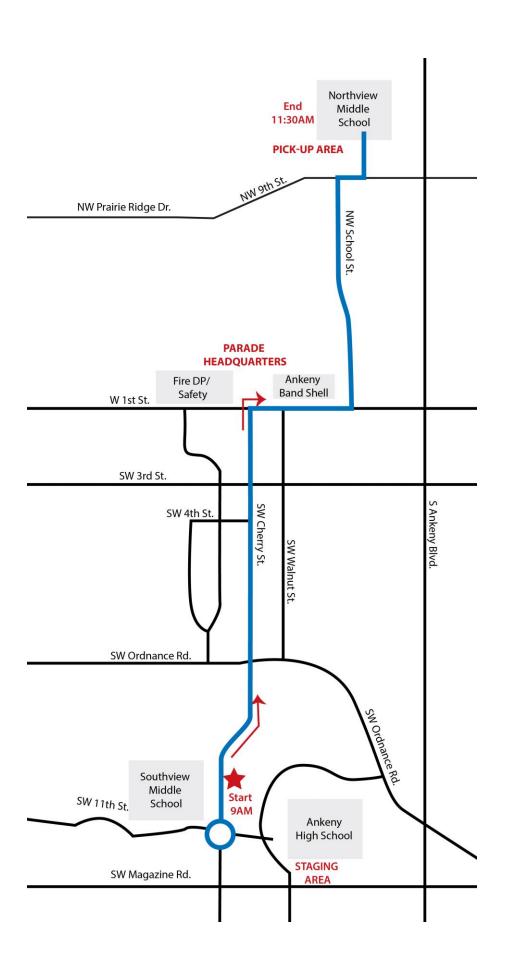
No Parking - Special Event Tow-Away Times (e.g. 6 AM – 2 PM) Day(s)/Date(s) Event Name/Telephone Number

The temporary "No Parking" message shall not be attached to other signage, posts or streetlight poles.

All signage must be removed from the venue immediately following the event and no more than 24 hours after the conclusion of all event activities.

#### TOW AUTHORIZATION

Only a representative of the Ankeny Police Department can authorize a tow in the public right-of-way. The event organizer must coordinate with the Ankeny Police Department for the towing of any vehicles within the event venue prior to the onset of event activities, including set-up. Set-up or event activities will not be allowed where there are parked cars, even if the area is denoted on the approved permit.





#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:  City Clerk	COUNCIL GOAL:
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SUE Consider motion to approve the solid waste permits	BJECT: for April 1, 2024 – March 31, 2025.

#### **EXECUTIVE SUMMARY:**

In accordance with the City of Ankeny Code of Ordinances Chapter 111, "Collection of Solid Waste," the following licensees have submitted applications, which have met all requirements and are now being presented to the City Council for approval.

Copies of license applications are available for review in the Office of the City Clerk.

- · Midwest Solid Waste, Inc., d/b/a Ankeny Sanitation, Inc., 7002 SE Delaware Avenue, Ankeny, Iowa (renewal)
- · Aspen Waste Systems of Iowa, 1800 E. Euclid Avenue, Des Moines, Iowa (renewal)
- Eichinger Brothers, LLC, d/b/a Garbage Guys, 52160 320th St., Slater, Iowa (renewal)
- Waste Management of Iowa, Inc., 201 SE 18th Street, Des Moines, Iowa (renewal)
- · Waste Connections of Iowa, Inc., 4705 NE 22nd St., Des Moines, Iowa (renewal)
- · Chamness Technology, Inc., d/b/a Green RU LLC, 2255 Little Wall Lake Road, Blairsburg, IA (renewal)

Midwest Bins, LLC, d/b/a Bin There Dump That, 1380 Country Club Blvd., Clive, IA (renewal)

FISCAL IMPACT: Yes

Each licensee has paid the annual license fee of \$200.00 to the City of Ankeny, in accordance with Section 111.07 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of solid waste 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

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Finance	Exercise Financial Discipline
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
Consider motion to receive and file Financial	Reports for February 2024.
EXE	CUTIVE SUMMARY:
FIS	SCAL IMPACT: No
CITY MANAC	GER'S RECOMMENDATIONS:
PREVIOUS COUNCIL	L/COMMISSION/BOARD ACTION(S):
PUBLIC	OUTREACH EFFORTS:
AC	TION REQUESTED:

# ADDITIONAL INFORMATION:

# ATTACHMENTS:

(	Click to download
	Tipance Report



#### **Annette Graeve**

Finance Officer
Finance Department

### **Monthly Finance Report – February 2024**

#### To the Honorable Mayor and City Council:

The financial reports for the month of February are submitted herewith. The February reports are presented using the original fiscal year 2024 budget figures; however, the City Council will adopt the amended budget for fiscal year 2024 on April 15, 2024. Therefore, starting with the April reports, the revised budget figures will be used to make the actual versus budget comparisons. The amended budget filing occurs at least once annually and is usually done in concurrence with the adoption of the budget for the next fiscal year. The amended budget includes a thorough review of all of the City's activities and services and a complete re-estimate of the year's needs and expectations even though tax collections cannot be changed.

February is also the middle stretch between the first installment of property tax receipts and the second installment of property tax receipts. This is most evident through the current level of general fund cash. On the *Cash Balance Summary* report, you can find that general fund cash has now fallen to \$35,261,192 with another month-and-a-half before the next installment of property taxes is to be received. This fluctuation in the cash level of the general fund is one of the primary reasons that minimum levels are set for fund balances and why this measurement is important to Moody's Investors Service and to City management. Also, of interest on the *Cash Balance Summary* report are the cash balances for the tax increment financing fund and the debt service fund. These cash balances have now accumulated to \$8,630,445 and \$7,871,345, respectively. The cash balance in these two funds will continue to climb until the tax increment financing rebate payments in June for the tax increment financing fund and the next debt service payments in June for the debt service fund.

Despite these seasonal and timing fluctuations, cash levels remain adequate and are sufficient to meet the current level of activity. In addition, revenue and expenditure levels appear to be appropriate with no major changes or fluctuations occurring in February. Monitoring these levels to ensure results consistent with expectations and to ensure legal budgetary compliance will be an essential task over the next several months.

Respectfully submitted,

Annette Graeve Finance Officer

# CITY OF ANKENY CASH AND INVESTMENT RECONCILIATION ALL FUNDS February 29, 2024

Cash Basis Fund Balances	\$ 158,073,363.28
Investments	\$ 145,916,573.75
Checking Account Balance (per bank)	12,664,172.65
Deposits in Transit	87,319.06
Outstanding Checks	(597,352.18)
Cash Drawer/Petty Cash *	2,650.00
Total	\$ 158,073,363.28

* (	Cash	Drawer/	Petty	Cash:
-----	------	---------	-------	-------

City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	\$ 2,650.00

# City of Ankeny Cash Balance Summary February 29, 2024

Fund	Budget Number	Cash Balance July 1, 2023	Revenues		Transfers In	Expenditures		Transfers Out		Cash Balance bruary 29, 2024
General:										
General	100	\$ 35,273,769.10	\$ 29,378,917.80	\$	_	\$ 28,074,979.31	\$	1,316,515.61	\$	35,261,191.98
Hotel/Motel Tax	233	578.066.43	-	•	1.316.515.61	873.543.98	-	-	*	1,021,038.06
Special Revenue:		,			.,,	2.2,2.2.22				.,,
Fire Gift	220	33.104.14	1.215.00		_	_		_		34,319.14
Hawkeye Park Player Fees	240	37,850.78	2,895.00		_	12,822.20		_		27,923.58
Police Gift	250	10,176.53	14,995.00		_	10.888.83		_		14,282.70
Road Use Tax	260	9,930,750.11	6,411,586.61		_	6,172,094.81		_		10,170,241.91
Police Seizure	270	99,392.04	4,063.20		_	34,440.14		_		69,015.10
Tax Increment Financing	280	2,433,185.10	6,298,163.96		_	100,904.00		_		8,630,445.06
Police and Fire Retirement	290	1,547,627.46	1.412.616.74		_	1,726,254.49		_		1,233,989,71
Landfill Post-Closure	295	86,375.45	-		_	-		_		86,375.45
Friends of the Ankeny Library	430	86,817.57	29,145.93		_	37,566.49		_		78,397.01
Park Dedication	440	499,761.95	,		_	-		_		499.761.95
Sports Complex Foundation	445	131,474.06	14.550.00		_	_		_		146,024.06
Ankeny Garden Club	446	9,566.84	1,650.00		_	_		_		11,216.84
Miracle Park Fund	448	69,996.82	3,209.20		_	630.94		_		72,575.08
Dog Park Trust Fund	449	1,376.46	0,200.20		_	-		_		1,376.46
P&R Scholarship Fund	450	27,173.90	_		_	291.75		_		26,882.15
Civic Trust Fund	484	322,833.46	17.267.92		_	201.70		_		340,101.38
Debt Service	300	1,890,977.70	8,248,167.52		_	2,267,800.72		_		7,871,344.50
Enterprise:	300	1,030,377.70	0,240,107.02		_	2,207,000.72		_		7,071,044.00
Solid Waste	500	459,780.72	952,400.68		_	934,533.90		_		477,647.50
Utility Deposits	505	406.262.12	134.791.61		_	112.175.00		_		428.878.73
Water Operations	510	16.671.547.67	15,470,399.62		_	9,330,812.28		1.298.756.80		21,512,378.21
Water Improvement	520	1,761,600.00	10,470,000.02		_	5,000,012.20		1,230,730.00		1,761,600.00
Water Sinking	530	1,940,827.30	_		1.298.756.80	284.819.41		_		2,954,764.69
Sewer Operations	550	12,344,479.03	11,726,498.70		1,230,730.00	6,928,812.87				17,142,164.86
Sewer Improvement	560	3,401,518.12	11,720,430.70		_	0,320,012.01		_		3,401,518.12
Sewer Sinking	570	0,401,010.12								0,401,010.12
Storm Water	580	2.052.671.85	2.411.809.84			736.858.75		_		3,727,622.94
Golf Course	590	1,823,641.03	1,445,075.71			1,406,826.94				1,861,889.80
Capital Project:	390	1,023,041.03	1,440,070.71		-	1,400,020.94		-		1,001,009.00
Utility Fund Capital Projects	6**	13,057,074.43	5,336,757.95		374.00	11,053,961.20		374.00		7,339,871.18
Special Assessments	8**	22,157.71	479,689.00		374.00	11,000,901.20		374.00		501,846.71
Capital Projects	8** & 9**	35,629,809.37	7,199,952.51		668.72	22,571,975.25		668.72		20,257,786.63
Capital i Tojects	0 03	33,023,003.37	1,199,902.01	_	000.72	22,311,913.23		000.72		20,237,700.03
Total Budgeted		\$ 142,641,645.25	\$ 96,995,819.50	\$	2,616,315.13	\$ 92,672,993.26	\$	2,616,315.13	\$	146,964,471.49
Internal Service:										
Revolving	710	611.246.64	943.692.60		_	920.678.54		_		634,260.70
Risk Management	720	960.958.60	1,535,469.13		_	1,188,206.45		_		1,308,221.28
Health Insurance	730	6,437,221.18	3,715,310.09		_	3,442,439.43		_		6,710,091.84
Sustainability Revolving Loan	770	29,728.79	-		_	-		_		29,728.79
Economic Development Revolving	780	273,191.85	2,600.00		_	_		_		275,791.85
Equipment Reserve	790	2,083,944.91	66,852.42		_	-		-		2,150,797.33
Total Unbudgeted		\$ 10,396,291.97	\$ 6,263,924.24	\$	-	\$ 5,551,324.42	\$	-	\$	11,108,891.79
Total (1)		¢ 152 027 027 20	¢ 102 250 742 74	ď	2 616 245 42	¢ 00 204 247 60	Ф	2 616 245 42	\$	150 072 262 20
i Otal		\$ 153,037,937.22	\$ 103,259,743.74	\$	2,616,315.13	\$ 98,224,317.68	Φ	2,616,315.13	Ф	158,073,363.28

<sup>&</sup>lt;sup>(1)</sup> Includes interfund transactions.

# City of Ankeny Utility Capital Projects Cash Balance Summary February 29, 2024

Fund	Budget Cash Balance Transfers Fund Number July 1, 2023 Revenues In		Expenditures		Transfers Out		Cash Balance February 29, 2024			
Utility Fund Capital Projects:			 	 						
Water Main Replacement	610	\$ 1,577,814.78	\$ -	\$ -	\$	334,117.67	\$	-	\$	1,243,697.11
Northwest Water Tower	611	(439,540.00)	-	-		75,501.28		-		(515,041.28)
SE Magazine Storage Tank Repaint	612	50,000.00	-	-		7,175.00		-		42,825.00
North Ankeny Blvd Water Main	614	22,748.79	-	-		_		-		22,748.79
NE 36th St & NE 38th St Water Main Loop	618	240,563.25	-	-		178,448.00		-		62,115.25
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-		-		-		393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-		-		-		479,039.97
NW State St Water Main Improvements	622	111,891.56	-	-		-		-		111,891.56
SW Irvinedale Dr Transmission Main-Ph 3	623	(14,877.41)	-	-		75,538.55		-		(90,415.96)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-		-		-		100,000.00
High Trestle Trail Transmission Main	629	(43,963.49)	3,207,030.33	-		3,235,439.70		-		(72,372.86)
Saylorville Feeder Main	630	- '	-	-		603,150.00		-		(603,150.00)
Aquifer Storage Replacement #1	632	339,622.35	-	-		240,248.40		-		99,373.95
S Ankeny Blvd Transmission Main	633	-	2,129,727.62	-		2,137,518.62		-		(7,791.00)
NW 36th & NW Weigel Water Main	634	22,084.91	-	-		-		-		22,084.91
High Trestle Trail Transmission-Phase 2	637	(374.00)	-	374.00		-		-		-
SE Delaware Grnd Storage Tank Repaint	638	359,775.00	-	-		255,906.34		374.00		103,494.66
Sanitary Sewer Replacement	650	1,962,647.46	-	-		265,169.65		-		1,697,477.81
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-		-		-		600,000.00
West Outfall Relief Sewer	652	135,456.87	-	-		-		-		135,456.87
Otter Creek Trunk Sewer-Phase 4	655	236,589.72	-	-		62,262.00		-		174,327.72
NE Crestmoor San Sewer Replacement	656	511,010.01	-	-		482,188.95		-		28,821.06
Otter Creek Trunk Sewer Extension	657	416,786.18	-	-		-		-		416,786.18
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	405,125.96	-	-		424,047.95		-		(18,921.99)
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-		-		-		37,741.72
Four Mile Creek Trunk Sewer	660	2,783,603.66	-	-		1,786,756.12		-		996,847.54
Deer Creek Trunk Sewer	661	475,253.92	-	-		-		-		475,253.92
Storm Sewer Replacement	680	750,322.13	-	-		136,063.10		-		614,259.03
SE Creekview Drive Wetland	683	(2,500.00)	-	-		870.00		-		(3,370.00)
Westwinds Storm Sewer Extension	685	218,904.67	-	-		222,106.78		-		(3,202.11)
High Trestle Trail Channel Stab Phase 1	688	109,768.50	-	-		57,926.76		-		51,841.74
Wildflower Detention Basin	691	118,671.15	-	-		-		-		118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-		-		-		75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-		-		-		145,636.99
Four Mile Creek Channel Stabilization	694	42,375.01	-	-		646.76		-		41,728.25
SE 3rd Street Storm Sewer Improvements	695	739,228.14	-	-		469,798.58		-		269,429.56
Tributary to Four Mile Creek Stabilization	696	97,108.60	<u>-</u>			3,080.99				94,027.61
Total Utility Fund Capital Projects		\$ 13,057,074.43	\$ 5,336,757.95	\$ 374.00	\$	11,053,961.20	\$	374.00	\$	7,339,871.18

# City of Ankeny Capital Projects Cash Balance Summary February 29, 2024

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance February 29, 2024
Capital Project Funds:							
PRSC Tennis Courts Overlay	882	\$ 360,000.00	\$ -	\$ -	\$ -	\$ -	\$ 360,000.00
NW State St Extension Preliminary Design	885	402,880.86	-	-	349,969.60	-	52,911.26
S Anky Blvd Imprv-SE Pete to 1st Street	886	175,255.17	-	-	377,256.60	-	(202,001.43)
SW Magazine & SW State Intersection	887 888	60,000.00 200,000.00	-	-	49,278.25	-	10,721.75 84,623.11
Fiber Optic Network Upgrade SE Corp Woods & SE Crosswinds Traffic	889	40,000.00	-	-	115,376.89 36,738.00	-	3,262.00
NE 62nd RBC Culvert for 4 Mile Creek	892	75,000.00	-	-	52,802.03	-	22,197.97
NW 36th & NW Weigel Asphalt Overlays	895	200,746.13	-		142,611.06	-	58,135.07
NE 36th Reconstruction-I-35 to Four Mile	896	(463,337.87)			899,558.17		(1,362,896.04)
Des Moines Street Parks Development	897	2,467,163.96	_	_	466,187.05	_	2,000,976.91
HTT Trailhead Restroom & Amenities	898	60,000.00	-	_	135,000.00	-	(75,000.00)
BAN/Bond Activity	900	916,959.10	913,887.93	-	49,207.21	-	1,781,639.82
Fire Station No. 4	901	825,827.79	· -	_	275,395.42	-	550,432.37
Lakeside Center Repurposing	903	315,000.00	-	-	-	-	315,000.00
Senior Center	905	422,241.34	100,000.00	-	16,211.68	-	506,029.66
Public Works Winter Ops Satellite Facility	907	90,000.00	-	-	-	-	90,000.00
SE Hulsizer Road Realignment	908	19,921.96	-	-	154,800.00	-	(134,878.04)
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
N Ankeny Blvd & 18th St Int Improvements	913	159,660.70	-	-	513,701.93	-	(354,041.23)
Park Maintenance Facility Renovation	914	9,902.00	-	-	-	-	9,902.00
Pavement Preservation Program	915	(70,937.05)	-	-	4,172.75	-	(75,109.80)
Annual Street Replacement Program	916	1,836,677.75	-	-	1,148,222.62	-	688,455.13
Elementary Schools Walkability Imprvmts	917	(35,502.00)	-	-	148,185.86	-	(183,687.86)
Prairie Ridge Sports Complex	920	68,299.02	-	-	14,427.25	-	53,871.77
NW Irvinedale & NW 18th Inters Imprvmts	922	93,403.50	-	-	62,137.75	-	31,265.75
NE Frisk Dr Bridge Over Deer Creek	924	90,000.00	-	-	90,000.00	-	-
Miracle Field	925	49,215.10	-	-	2,793.63	-	46,421.47
Community Entrance Signage	927	48,554.20	-	-	-	-	48,554.20
Library	928	103,522.58	-	-	-	-	103,522.58
SW Oralabor & SW Edgewood Intersection	929	50,000.00	-	-	-	-	50,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	2,452.18	-	-	-	-	2,452.18
Cherry Glen Ballfield	933	151,084.70	-	-	188,009.69	668.72	(37,593.71)
NW 36th & NW State Interim Improvements	935	(59,743.47)	-	-		-	(59,743.47)
Annual Sidewalks/Trails	936	322,670.25	-	-	339,764.05	-	(17,093.80)
Older Parks Renovation	937 938	86,980.19	- F0.7F2.00	-	70 724 00	-	86,980.19
High Trestle Trail Extension		(1,621,992.61)	59,753.00	-	78,734.86	-	(1,640,974.47)
NE 54 Street Bridge & Trail I35 & Corp Woods Interchange Report	945 946	(228,478.11) 50,000.00	88,852.31	-	-	-	(139,625.80) 50,000.00
N Ankny Blvd Imprvmnts - 1st St to 11th St	949	250,000.00			250,402.89		(402.89)
Asphalt Street Resurfacing	950	708,754.25	-		383,731.72	-	325,022.53
E 1st/l-35 Interchange Improvements	951	1,111,569.00	_	_	666,666.66	_	444,902.34
NW 18th Recon-NW Ash to N Anky Blvd	953	4,270,439.92	47,680.00	_	3,963,759.18	-	354,360.74
NE Four Mile Drive RCB Culvert	955	190,327.93	70,792.00	_	-	_	261,119.93
Rock Creek Trail & Native Plantings	957	4,718.85	-	-	51,060.50	_	(46,341.65)
NW 18th St Extension-Weigel to Spruce	959	783,047.90	31,465.50	-	196,348.67	-	618,164.73
Street Patching Program	963	1,291,913.53	3,375.60	-	757,411.04	-	537,878.09
Traffic Signalization	965	1,741,077.73	-	-	785,463.16	-	955,614.57
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordnance to W 1st	968	1,765,148.18	-	-	1,394,977.44	-	370,170.74
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	(449,119.94)	-	-	189,390.93	-	(638,510.87)
Park Development	973	469,143.42	7,700.00	668.72	365,051.00	-	112,461.14
Park Land Acquisition	974	81,688.18	-	-	<del>-</del>	-	81,688.18
Uptown Parking Improvements	975	373,440.00	-	-	201,233.04	-	172,206.96
Prairie Trail Public Improvements	977	4,818,149.83	-	-	-	-	4,818,149.83
NE Delaware Reconstruction 5th-18th	979	2,574,615.20	3,117,634.43	-	4,109,570.35	-	1,582,679.28
S Ankeny & Magazine Safety	982	(106,009.17)	0.750.044.74	-	897.00	-	(106,906.17)
SE Crosswinds/SE 77th Improvements	983	(2,391,441.09)	2,758,811.74	-	367,370.66	-	(0.01)
PRSC Parking Lot Improvements Oralabor & State Street Overpass	987 988	90,667.00	-	-	-	-	90,667.00
High Trestle Trail Trailhead & Pkg Lot	989	(34,410.76) 74,205.79	-	-	- 4,351.49	-	(34,410.76) 69,854.30
High Trestle Trail Trailnead & Pkg Lot High Trestle Trail Experience Park	989	74,205.79 665,691.25	-	-	4,351.49 3,627.50	-	69,854.30 662,063.75
NW 36th Widening from Ash to Ankeny Blvd	992	981,790.48	-	_	1,077,692.43	-	(95,901.95)
SE Delaware Widening	993	30,981.93	-	-	79,398.02	-	(48,416.09)
Street/Sidewalk Oversizing	995	34,619.72	_	_	32,782.00	_	1,837.72
Capital Projects Reserve	997	6,916,103.39	-	-	-	-	6,916,103.39
SW Oralabor & State Safety Improvements	998	1,762,112.94	-	-	1,980,247.22	-	(218,134.28)
Total Non Utility Fund Capital Projects		\$ 35,629,809.37	\$ 7,199,952.51	\$ 668.72	\$ 22,571,975.25	\$ 668.72	\$ 20,257,786.63

# City of Ankeny Revenue Summary by Fund February 29, 2024

Fund	Budget Number	2021-22 Actual		2022-23 Actual	2023-24 Budget	Fe	As of ebruary 29, 2024	Variance	Percent (2)
General:									
General	100	\$ 40,677,426.76	\$	44,806,791.52	\$ 45,242,433.00	\$	29,378,917.80	\$ (15,863,515.20)	64.94%
Hotel/Motel Tax	233	2.664.51	•	19,235.10	6.000.00	•		(6,000.00)	0.00%
Special Revenue:		_,		,	-,			(-,)	
Fire Gift	220	2.439		6.536	5.300.00		1.215.00	(4,085.00)	22.92%
Hawkeye Park Player Fees	240	9,378.03		7,641.94	10,400.00		2,895.00	(7,505.00)	27.84%
Police Gift	250	4.209.82		4,073.60	4,100.00		14.995.00	10,895.00	365.73%
Road Use Tax	260	9,074,922.97		9,577,651.33	8,935,310.00		6,411,586.61	(2,523,723.39)	71.76%
Police Seizure	270	12.434.91		22.100.89	6.800.00		4.063.20	(2,736.80)	59.75%
Tax Increment Financing	280	9,148,707.02		10,056,491.47	10,399,833.00		6,298,163.96	(4,101,669.04)	60.56%
Police and Fire Retirement	290	2,393,282.25		2,546,782.13	2,662,549.00		1,412,616.74	(1,249,932.26)	53.06%
Landfill Post-Closure	295	124.62		1,896.90	800.00		1,112,010.71	(800.00)	0.00%
Friends of the Ankeny Library	430	47,841.33		44,723.83	46,700.00		29,145.93	(17,554.07)	62.41%
Park Dedication	440	30.723.29		47,100.34	5.000.00		20,110.00	(5,000.00)	0.00%
Sports Complex Foundation	445	15,875.92		17,604.74	14,000.00		14,550.00	550.00	103.93%
Ankeny Garden Club	446	1,449.54		1,592.45	1,420.00		1,650.00	230.00	116.20%
Miracle Park Fund	448	10,853.15		8,517.47	5,600.00		3,209.20	(2,390.80)	57.31%
Dog Park Trust Fund	449	333.93		767.55	5,000.00		5,209.20	(2,390.00)	37.3170
P&R Scholarship Fund	450	-		27.173.90	_				
Civic Trust Fund	484	186,464.14		27,170.50	_		17,267.92	17,267.92	
Debt Service	300	29,364,984.36		15,102,496.15	15,497,792.00		8,248,167.52	(7,249,624.48)	53.22%
Enterprise:	300	23,304,304.30		10, 102,430.10	15,431,132.00		0,240,107.32	(1,243,024.40)	33.22 /0
Solid Waste	500	1,183,182.09		1,363,021.03	1,475,000.00		952.400.68	(522,599.32)	64.57%
Utility Deposits	505	201,802.31		190,642.85	217,000.00		134,791.61	(82,208.39)	62.12%
Water Operations	510	18,128,905.67		19,545,481.82	21,619,504.00		15,470,399.62	(6,149,104.38)	71.56%
Water Improvement	520	10,120,903.07		13,343,401.02	21,019,004.00		10,470,099.02	(0,143,104.30)	71.5070
Water Sinking	530	-		-	-		-	-	
Sewer Operations	550 550	17.758.873.85		17.085.080.35	16.854.119.00		11.726.498.70	(5,127,620.30)	69.58%
Sewer Operations Sewer Improvement	560	17,730,073.03		17,000,000.33	10,004,119.00		11,720,490.70	(3,127,020.30)	09.56%
Sewer Sinking	570	-		-	-		-	-	
Storm Water	580	3.413.386.00		3,671,742.25	3.643.814.00		2,411,809.84	(1,232,004.16)	66.19%
Golf Course	590	2,224,378.94		2,573,720.83	1,934,000.00		1,445,075.71		74.72%
Capital Project:	390	2,224,370.94		2,373,720.03	1,934,000.00		1,445,075.71	(488,924.29)	14.1270
. ,	6**	6 570 202 26		3,393,193.39	7,845,000.00		5,336,757.95	(2 500 242 05)	68.03%
Utility Fund Capital Projects Special Assessments	8**	6,578,382.26		277,157.71	7,045,000.00		479,689.00	(2,508,242.05) 479,689.00	00.03%
Capital Projects	o 9**	25,146,661.48		15,806,305.27	22 227 042 00		,	,	32.23%
Capital Projects	9	25, 140,001.40		15,600,305.27	22,337,913.00		7,199,952.51	(15,137,960.49)	32.2370
Total Budgeted Revenues		\$ 165,619,688.54	\$	146,205,522.84	\$ 158,770,387.00	\$	96,995,819.50	\$ (61,774,567.50)	61.09%
Internal Service:									
Revolving	710	\$ 1.343.470.86	\$	1.472.271.23	\$ 1.789.570.00	\$	943.692.60	\$ (845,877.40)	52.73%
Risk Management	720	1,280,848.03	Ψ	2,354,386.64	1,498,000.00	Ψ	1,535,469.13	37,469.13	102.50%
Health Insurance	730	4,805,782.88		5,394,634.32	5,215,000.00		3,715,310.09	(1,499,689.91)	71.24%
Sustainability Revolving Loan	770	1,370.00		1,230.73	200.00		0,7 10,010.00	(200.00)	0.00%
Economic Development Revolving		14,421.21		8,726.69	4,600.00		2,600.00	(2,000.00)	56.52%
Equipment Reserve	790	135,059.94		134,122.32	303,385.00		66,852.42	(236,532.58)	22.04%
Equipment 1.0061V6	1 30	100,000.04	-	107,122.02	555,555.00		00,002.42	(200,002.00)	ZZ.U4 /0
Total Unbudgeted Revenues		\$ 7,580,952.92	\$	9,365,371.93	\$ 8,810,755.00	\$	6,263,924.24	\$ (2,546,830.76)	71.09%
Total All Revenues (1)		\$ 173,200,641.46	\$	155,570,894.77	\$167,581,142.00	\$	103,259,743.74	\$ (64,321,398.26)	61.62%

<sup>&</sup>lt;sup>(1)</sup> Includes interfund transactions. <sup>(2)</sup> February is 66.7% of the fiscal year.

# City of Ankeny Expenditure Summary by Fund February 29, 2024

Fund	Budget Number	2021-22 Actual	2022-23 Actual	2023-24 Budget	Fel	As of oruary 29, 2024	Variance	Percent (2)
General:								
General	100	\$ 35,445,204.86	\$ 39,926,831.86	\$ 45,575,192.00	\$	28,074,979.31	\$ (17,500,212.69)	61.60%
Hotel/Motel Tax	233	1,092,757.61	1,366,279.13	1,382,289.00	Ψ	873,543.98	(508,745.02)	63.20%
Special Revenue:	233	1,032,737.01	1,500,279.15	1,302,203.00		073,343.30	(300,743.02)	03.2070
Fire Gift	220	280	324	5.000.00			(5,000.00)	0.00%
Hawkeye Park Player Fees	240	-	17,434.00	22,120.00		12,822.20	(9,297.80)	57.97%
Police Gift	250	-	3.932.94	4,000.00		10.888.83	6,888.83	272.22%
Road Use Tax	260	6,309,244.00	6,546,030.24	9,745,582.00		6,172,094.81	(3,573,487.19)	63.33%
Police Seizure	270	9.710.60	4.700.15	39,900.00		34,440.14	(5,459.86)	86.32%
Tax Increment Financing	280	1,974,910.00	2,565,008.00	2,804,559.00		100,904.00	(2,703,655.00)	3.60%
	290							
Police and Fire Retirement	290 295	2,580,774.17	2,727,388.46	2,839,551.00		1,726,254.49	(1,113,296.51)	60.79%
Landfill Post-Closure		-	46 005 70	46,000,00		27 500 40	(0.422.54)	04.670/
Friends of the Ankeny Library	430 440	41,770.78	46,895.73	46,000.00		37,566.49	(8,433.51)	81.67%
Park Dedication		-	-	-		-	-	
Sports Complex Foundation	445	-	-	-		-	- (4 000 00)	
Ankeny Garden Club	446	3,640.00	-	1,000.00		-	(1,000.00)	0.00%
Miracle Park Fund	448	-	320.00	10,000.00		630.94	(9,369.06)	6.31%
Dog Park Trust Fund	449	-	-	-		-	<b>-</b>	
P&R Scholarship Fund	450	-	-	5,000.00		291.75	(4,708.25)	5.84%
Civic Trust Fund	484	-	-	-		-	-	
Debt Service	300	38,022,650.42	24,205,486.24	25,028,489.00		2,267,800.72	(22,760,688.28)	9.06%
Enterprise:								
Solid Waste	500	1,310,972.54	1,059,080.77	1,483,821.00		934,533.90	(549,287.10)	62.98%
Utility Deposits	505	155,535.00	168,900.00	183,000.00		112,175.00	(70,825.00)	61.30%
Water Operations	510	13,866,790.86	12,631,530.53	26,151,282.00		9,330,812.28	(16,820,469.72)	35.68%
Water Improvement	520	-	-	-		-	-	
Water Sinking	530	5,273,795.42	1,592,286.76	2,207,538.00		284,819.41	(1,922,718.59)	12.90%
Sewer Operations	550	9,250,821.92	12,735,377.06	9,475,151.00		6,928,812.87	(2,546,338.13)	73.13%
Sewer Improvement	560	-	-	-		-	-	
Sewer Sinking	570	4,076,287.50	-	-		-	-	
Storm Water	580	836,450.19	1,100,902.52	1,194,213.00		736,858.75	(457,354.25)	61.70%
Golf Course	590	1,755,171.77	2,026,266.39	2,340,137.00		1,406,826.94	(933,310.06)	60.12%
Capital Project:							, , ,	
Utility Fund Capital Projects	6**	7,997,584.72	12,985,502.97	21,125,273.00		11,053,961.20	(10,071,311.80)	52.33%
Special Assessments	8**	, , ,	· · ·	· · ·		-	-	
Capital Projects	9**	23,595,037.43	31,599,841.94	30,775,398.00		22,571,975.25	(8,203,422.75)	73.34%
. ,				<u> </u>				
Total Budgeted Expenditures		\$ 153,599,389.99	\$ 153,310,319.69	\$ 182,444,495.00	\$	92,672,993.26	\$ (89,771,501.74)	50.80%
Internal Service:								
Revolving	710	\$ 1,364,108.72	\$ 1,423,273.57	\$ 1.789.570.00	\$	920.678.54	\$ (868,891.46)	51.45%
Risk Management	720	1,250,301.56	2,582,375.66	1,498,000.00	Ψ	1,188,206.45	(309,793.55)	79.32%
Health Insurance	730	4,771,845.17	5,446,642.56	5,583,000.00		3,442,439.43	(2,140,560.57)	61.66%
Sustainability Revolving Loan	730 770	4,771,043.17	3,440,042.30	3,363,000.00		3,442,439.43	(2, 140,300.37)	01.0076
Economic Development Revolving		-	-	-		-	-	
Equipment Reserve	790 790	48,362.00	471,067.10	1,480,880.00		-	(4.400.000.00)	0.00%
Equipment Reserve	790	48,362.00	471,007.10	1,480,880.00		<del>-</del>	(1,480,880.00)	0.00%
Total Unbudgeted Expenditures		\$ 7,434,617.45	\$ 9,923,358.89	\$ 10,351,450.00	\$	5,551,324.42	\$ (4,800,125.58)	53.63%
Total All Expenditures (1)		\$ 161,034,007.44	\$ 163,233,678.58	\$ 192,795,945.00	\$	98,224,317.68	\$ (94,571,627.32)	50.95%

<sup>&</sup>lt;sup>(1)</sup> Includes interfund transactions. <sup>(2)</sup> February is 66.7% of the fiscal year.

# City of Ankeny Major Operating Funds Detailed Revenue Summary February 29, 2024

	 2021-22 Actual	2022-23 Actual	2023-24 Budget	Feb	As of ruary 29, 2024	0	over (under) Budget	Percent (1)
General Fund:								
Property Tax: General Property Tax Ag Land Tax Airport Authority Levy	\$ 25,054,492 12,960 621,186	\$ 27,322,028 12,794 651,414	\$ 28,854,508 14,484 683,324	\$	15,373,300 10,162 364,071	\$	(13,481,208) (4,322) (319,253)	53.28% 70.16% 53.28%
Subtotal	\$ 25,688,638	\$ 27,986,235	\$ 29,552,316	\$	15,747,533	\$	(13,804,783)	53.29%
Non-Property Taxes: Hotel/Motel Tax Mobile Home Tax Utility Replacement Tax Utility Franchise Tax Cable TV Franchise Tax	\$ 1,527,170 16,026 188,001 1,600,494 250,135	\$ 2,119,476 16,515 200,301 1,785,485 218,635	\$ 1,982,000 15,300 201,691 1,419,000 216,000	\$	1,736,763 12,271 99,628 1,141,902 139,055	\$	(245,237) (3,029) (102,063) (277,098) (76,945)	87.63% 80.20% 49.40% 80.47% 64.38%
Subtotal	\$ 3,581,827	\$ 4,340,413	\$ 3,833,991	\$	3,129,619	\$	(704,372)	81.63%
Licenses and Permits: Miscellaneous Licenses: Liquor Licenses Cigarette Permits	\$ 119,059 6,050	\$ 67,462 5,375	\$ 65,000 5,000	\$	83,392 475	\$	18,392 (4,525)	128.30% 9.50%
Solicitor Licenses Miscellaneous Business Licenses Garbage Licenses Pet Licenses Fire Permits	8,870 9,050 1,400 41,450	9,015 17,710 1,400 40,931	7,000 7,000 1,400 35,000		2,845 8,180 1,400 26,584		(4,155) 1,180 - (8,416)	40.64% 116.86% 100.00% 75.96%
Code Enforcement Licenses & Permits:	5,113	17,180	3,000		8,550		5,550	285.00%
Alarm Permits Building Permits Electrical Permits Heating Permits Plumbing Permits Driveway Permits Sidewalk Permits Moving/Demolition Permits Fence & Oversize Permits	12,410 2,069,033 173,295 122,470 128,084 16,680 16,005 325 87,087	13,195 1,820,542 170,372 120,454 135,380 13,615 13,515 225 78,394	14,000 1,262,000 103,000 67,000 92,000 6,000 6,000 100 65,000		8,450 839,358 81,536 59,510 42,345 6,695 6,375 150 35,691		(5,550) (422,642) (21,464) (7,490) (49,655) 695 375 50 (29,309)	60.36% 66.51% 79.16% 88.82% 46.03% 111.58% 106.25% 150.00% 54.91%
Subtotal	\$ 2,816,381	\$ 2,524,765	\$ 1,738,500	\$	1,211,536	\$	(526,964)	69.69%
Use of Money and Property:								
Interest Commissions Advertising	\$ 214,311 19,015 -	\$ 2,103,263 7,307 -	\$ 2,300,000 7,600 -	\$	4,031,748 2,560	\$	1,731,748 (5,040)	175.29% 33.69%
Leases Community Centers Rental Park Shelter Rentals Sports Complex Rentals Aquatic Center Rentals Miscellaneous Rentals	 43,632 81,268 24,861 123,567 34,357 27,584	46,078 89,871 25,988 116,281 39,384 84,782	46,062 77,000 18,000 88,000 30,000 11,000		55,136 87,350 12,048 111,040 266 58,085		9,074 10,350 (5,953) 23,040 (29,734) 47,085	119.70% 113.44% 66.93% 126.18% 0.89% 528.05%
Subtotal	\$ 568,595	\$ 2,512,954	\$ 2,577,662	\$	4,358,233	\$	1,780,571	169.08%
Intergovernmental Revenue: Local:								
Fire Protection School/Police Agreements County Library Contribution Other Local Contributions State:	\$ 359,911 145,066 150,776 42,900	\$ 225,340 156,204 185,284 54,244	\$ 443,000 145,487 185,284 68,000	\$	556,007 78,595 120,774 71,175	\$	113,007 (66,892) (64,510) 3,175	125.51% 54.02% 65.18% 104.67%
Commercial & Industrial Replacement Business Property Tax Credit Library Contribution Miscellaneous Grants Federal:	664,092 - 31,060 18,208	530,674 - 28,987 -	401,278 211,779 28,987		200,675 105,890 26,085		(200,603) (105,889) (2,902)	50.01% 50.00% 89.99%
Public Safety Grants	 174,663	64,802	 45,000		76,109		31,109	169.13%
Subtotal	\$ 1,586,676	\$ 1,245,535	\$ 1,528,815	\$	1,235,310	\$	(293,505)	80.80%
Service Charges: Police and Fire: Insurance Reports Fire/Ambulance Reports False Alarm Fees Ambulance Charges Fingerprinting Towing Surcharge Plan Review Fees	\$ 8,643 140 1,975 2,750,308 14,175 1,920 40,435	\$ 8,815 130 2,200 2,606,610 12,508 2,340 23,300	\$ 9,000 200 4,000 2,866,760 15,000 2,000 15,000	\$	8,344 60 600 1,906,765 6,286 1,610 4,950	\$	(656) (140) (3,400) (959,995) (8,714) (390) (10,050)	92.71% 30.00% 15.00% 66.51% 41.90% 80.50% 33.00%
Parks and Recreation: Admissions Season Passes	590,141 476,049	611,737 492,194	496,000 463,000		425,268 76,639		(70,732) (386,361)	85.74% 16.55%
Special Population Special Programs Rec Programs - Tax Exempt Swimming Lessons Dog Park Passes	1,851 154,535 515,901 125,497 33,604	154,003 576,841 131,018 27,382	131,000 453,000 112,000 37,000		78,891 326,796 7,827 18,859		(52,109) (126,204) (104,173) (18,141)	60.22% 72.14% 6.99% 50.97%

		2021-22 Actual		2022-23 Actual		2023-24 Budget	Feb	As of ruary 29, 2024		ver (under) Budget	Percent (1)
Housing and Subdivision: Housing Code		101,200		93,094		64,000		64,794		794	101.24%
Plan Review Fees		508,062		339,534		249,000		117,894		(131,106)	47.35%
Site Plan Review		18,300		15,300		8,000		8,360		360	104.50%
Zoning		6,380		5,645		4,000		11,320		7,320	283.00%
Subdivision Filing Fees		14,640		7,980		4,000		7,275		3,275	181.88%
Board of Adjustment Fees		3,120		3,720		2,000		1,490		(510)	74.50%
Architect Review Board Fees Miscellaneous Service Charges:		6,305		4,005		3,000		1,275		(1,725)	42.50%
Information Systems - Enterprise Funds Animal Impound Fees		340,235 3,680		333,771 3,353		410,946 7,000		201,708 2,093		(209,238) (4,907)	49.08% 29.90%
Copy Charges Miscellaneous Service Charges		8,890 11,700		10,315 10,595		8,000 9,000		8,187 12,870		187 3,870	102.34% 143.00%
Subtotal	\$	5,737,685	\$	5,476,391	\$	5,372,906	\$	3,300,160	\$	(2,072,746)	61.42%
Other Revenues:											
Map Sales Sales/Salvages	\$	30 1,897	\$	25 16,529	\$	400	\$	30 2,930	\$	30 2,530	732.53%
Concessions		288,637		282,327		234,000		167,040		(66,960)	71.38%
Contributions-Private Sources		-		6,200		-		22,892		22,892	7 1.0070
Program Sponsorships		25,172		28,034		18,000		21,952		3,952	121.96%
Refunds/Rebates		14,592		1,880		-		-		-	
Prairie Ridge Maint Reimb		241,132		206,277		265,843		103,294		(162,549)	38.86%
Roadway Signage Reimb		6,625		16,385		-		-		-	
Police OT Reimb		18,229		11,936		12,000		16,020		4,020	133.50%
Court Fines		49,968		83,247		78,000		24,079		(53,921)	30.87%
Library Fines		20,924		19,374		20,000		11,140		(8,860)	55.70%
Miscellaneous Library Revenues		7,846		7,046		6,000		10,590		4,590	176.50%
Miscellaneous Revenues Overages/Shortages		20,529 2,045		40,191 1,048		4,000		16,140 419		12,140 419	403.49%
Subtotal	\$	697,625	\$	720,498	\$	638,243	\$	396,526	\$	(241,717)	62.13%
Fund Total	\$	40,677,427	\$	44,806,792	\$	45,242,433	\$	29,378,918	\$	(15,863,515)	64.94%
Hotel/Motel Tax Fund										<u>,</u>	
Other Revenue: Interest	\$	665	\$	17,235	\$	6,000	\$	-	\$	(6,000)	0.00%
Refunds/Reimbursements		2,000		2,000				-			
Fund Total	\$	2,665	\$	19,235	\$	6,000	\$	-	\$	(6,000)	0.00%
Road Use Tax Fund:											
Intergovernmental Revenue:	•	0.050.004	Φ.	0.242.467	•	0.005.040	•	C 407 400	•	(0.447.040)	70.000/
Road Use Taxes Interest	\$	9,052,931	\$	9,343,167	\$	8,825,310 105,000	\$	6,407,498	\$	(2,417,812)	72.60%
Grants		12,651 4,735		227,038		105,000		-		(105,000)	0.00%
Salvage Sales		4,735		2,263		-		1,298		1,298	
Refunds		600		4,204		5,000		1,026		(3,974)	20.51%
Reimbursements		-		979				1,765		1,765	
Fund Total	\$	9,074,923	\$	9,577,651	\$	8,935,310	\$	6,411,587	\$	(2,523,723)	71.76%
Tax Increment Financing Fund:											
Property Tax:	•	0.005.404	•	0.000.040	•	0.007.444	•	4.040.000	•	(4.000.755)	E0.040/
TIF District Urban Renewal I	\$	8,365,424 364.061	\$	8,990,643	\$	9,337,444 567.684	\$	4,940,689	\$	(4,396,755)	52.91%
TIF District Urban Renewal II TIF District Urban Renewal III		389,846		483,107 416,756		433,705		333,811 483,811		(233,873) 50,106	58.80% 111.55%
Use of Money and Property:											
Interest Other Reimbursements		8,043 21,333		165,985 -		61,000		539,853		(61,000) 539,853	0.00%
Fund Total	\$	9,148,707	\$	10,056,491	\$	10,399,833	\$	6,298,164	\$	(4,101,669)	60.56%
Police and Fire Retirement Fund:											
Property Tax: General Property Tax	\$	2,277,681	\$	2,442,175	\$	2,558,395	\$	1,363,103	\$	(1,195,292)	53.28%
Non-property Taxes:										, , ,	
Mobile Home Tax		1,422		1,442		1,000		1,058		58	105.76%
Utility Replacement Tax		16,678		17,487		17,469		8,629		(8,840)	49.40%
Intergovernmental Revenue:						_					
Commercial & Industrial Replacement		58,911		46,307		34,756		17,373		(17,383)	49.99%
Grants		11,605		- 06.004		- 26 506		42.000		(42.204)	40.000/
School Police Agreements Business Property Tax Credit		26,036		26,824 -		26,586 18,343		13,282 9,172		(13,304) (9,171)	49.96% 50.00%
Use of Money and Property: Interest		950		6,250		6,000		-		(6,000)	0.00%
Other Revenue:		-		6,297		-		-		-	
Refunds/Reimbursements/Rebates					\$	2,662,549	\$	1,412,617	\$	(1,249,932)	53.06%
	\$	2,393,282	\$	2,546,782			_				
Refunds/Reimbursements/Rebates	\$	2,393,282	\$	2,340,762							
Refunds/Reimbursements/Rebates Fund Total	\$	2,393,282	\$	2,340,762							
Refunds/Reimbursements/Rebates Fund Total  Debt Service Fund:	\$		\$	14,611,968	\$	15,054,041	\$	8,043,121	\$	(7,010,920)	53.43%

		2021-22 Actual		2022-23 Actual		2023-24 Budget	Feb	As of ruary 29, 2024	c	over (under) Budget	Percent (1)
Utility Replacement Tax		97,033		96,971		95,287		47,068		(48,219)	49.40%
Intergovernmental Revenue: Commercial & Industrial Replacement Business Property Tax Credit		342,757 -		276,946 -		204,411 100,053		102,174 50,027		(102,237) (50,026)	49.98% 50.00%
Use of Money and Property: Interest Bond Proceeds		3,241 14,660,000		108,608		36,000		- -		(36,000)	0.00%
Fund Total	\$	29,364,984	\$	15,102,496	\$	15,497,792	\$	8,248,168	\$	(7,249,624)	53.22%
Solid Waste Fund:											
Recycling Fees Service Charges Grants	\$	1,163,983 19,030	\$	1,336,486 20,455		1,454,000 20,000		938,344 14,056		(515,656) (5,944)	64.54% 70.28%
Interest		- 168		6,080		1,000				(1,000)	0.00%
Fund Total	\$	1,183,182	\$	1,363,021	\$	1,475,000	\$	952,401	\$	(522,599)	64.57%
Water Fund:											
Refunds	\$	11,791		10,482		11,000		10,974	\$	(26)	99.76%
Sales Tax Excise Tax		(151) 904,784		63 982.146		1,166,000		(25) 792,302		(25) (373,698)	67.95%
Cell Tower Lease		83,008		82,534		85,197		25.473		(59,724)	29.90%
Outside Billing		20,263		27,692		20,000		17,520		(2,480)	87.60%
Water Sales		12,712,319		13,850,632		15,695,691		11,488,297		(4,207,394)	73.19%
Hook Up Fees Meter Sales		329,793		308,782		200,000		211,834		11,834	105.92%
Meter Sales Temporary Water Sales		477,374 85.620		434,881 79,960		520,000 80.000		270,948 31,220		(249,052) (48,780)	52.11% 39.03%
Water Availability		3,344,757		3,589,191		3,654,616		2,495,175		(1,159,441)	68.27%
Service Charges		136,937		140,629		127,000		109,769		(17,231)	86.43%
Unapplied Credits		14,782		7,879		-		10,333		10,333	
Deposits		201,802		190,643		217,000		134,792		(82,208)	62.12%
Interest Miscellaneous		4,750 2,879		24,000 6,612		60,000		6,580		(60,000) 6,580	0.00%
Fund Total	\$	18,330,708	\$	19,736,125	\$	21,836,504	\$	15,605,191	\$	(6,231,313)	71.46%
Sewer Fund:											
Sales Tax Refunds	\$	243,856	\$	262,457 53	\$	279,000	\$	174,573	\$	(104,427)	62.57%
Miscellaneous		-		2,780		-		9,649		9,649	
Miscellaneous Service Charge Sewer Disposal Fee		63,344 -		60,519		67,000 -		41,808		(25,192)	62.40%
Sewer Usage		9,943,470		10,019,648		9,830,513		6,368,634		(3,461,879)	64.78%
Hook Up Fees		1,110,017		299,199		300,000		780,945		480,945	260.31%
Sewer Availability Interest		6,385,182 13,006		6,426,174 14,250		6,317,606 60,000		4,308,889 42,000		(2,008,717) (18,000)	68.20% 70.00%
Fund Total	\$	17,758,874	\$	17,085,080	\$	16,854,119	\$	11,726,499	\$	(5,127,620)	69.58%
Storm Water Fund											
Permits	\$	101,620	\$	97,220	\$	60,000	\$	43,920	\$	(16,080)	73.20%
Interest		3,373		70,903		29,000		-		(29,000)	0.00%
Sales Tax		61,672		66,277		75,000		45,907		(29,093)	61.21%
Service Charges Miscellaneous		3,245,895 826		3,423,284 14,059		3,479,814 -		2,315,798 6,185		(1,164,016) 6,185	66.55%
Fund Total	s	3,413,386	\$	3,671,742	\$	3,643,814	\$	2,411,810	\$	(1,232,004)	66.19%
	Ψ_	0,410,000	Ψ	0,071,742	Ψ	0,040,014		2,411,010	Ψ	(1,202,004)	00.1070
Golf Course Fund: Refunds	\$	1,980	\$	1,172	\$	1,000	\$	1,238	\$	238	123.77%
Rebates Commissions		2,123		- 1,051		1,000		982		(18)	98.20%
Miscellaneous Service Charges		21,486		26,649		24,000		19,221		(4,779)	80.09%
Gift Certificates		9,425		3,447		-		7,793		7,793	
Driving Range		183,347		212,937		185,000		110,029		(74,971)	59.48%
Rec Program Fees		25,074		27,770		22,000		18		(21,982)	0.08%
Overages (Shortages) Food and Beverage Sales		(37) 242,698		(1,145) 292,505		196,000		(1,320) 201,510		(1,320) 5,510	102.81%
Clubhouse and Banquet Rental		30,610		292,505		31,000		16,976		(14,025)	54.76%
Alcoholic Beverage Sales		286,436		332,814		206,000		188,985		(17,015)	91.74%
Season Passes		114,336		109,799		98,000		6,649		(91,351)	6.78%
Greens Fees		662,097		757,386		573,000		465,105		(107,895)	81.17%
Merchandise Sales		115,259		150,417		105,000		82,559		(22,441)	78.63%
Cart Rental Equipment Rental		398,453 2,877		446,538 3,604		345,000 3,000		261,465 2,195		(83,535) (805)	75.79% 73.17%
Sales Tax		42,081		46,635		34,000		2,195		(10,270)	69.80%
Miscellaneous Revenue		84,767		100,824		95,000		56,890		(38,110)	59.88%
Interest		1,366		32,591		15,000		<u> </u>		(15,000)	0.00%
Fund Total	\$	2,224,379	\$	2,573,721	\$	1,934,000	\$	1,445,076	\$	(488,924)	74.72%
Total - Major Operating Funds	\$	133,572,517	\$	126,539,137	\$	128,487,354	\$	83,890,429	\$	(44,596,925)	65.29%
		-									

 $<sup>^{\</sup>left( 1\right) }$  February is 66.7% of the fiscal year.

# City of Ankeny Major Operating Funds Budget versus Actual February 29, 2024

				R	Revenue					E	хр	enditure	s		
			Budget		Actual		Variance	<u>%</u>		Budget		Actual		Variance	<u>%</u>
General Fund								_							_
Public Safety: Police Administration	1111	¢	2,000	Ф	11,099	Ф	9.099	555%	\$	2,002,095	Ф	1,216,773	Ф	(785,322)	61%
Police Operations	1112	Ф	282,487	Φ	229,683	Φ	(52,804)	81%	Φ	8,221,822	Φ	5,157,948	Φ	(3,063,874)	63%
Police Support Services	1114		43,000		23,724		(19,276)	55%		2,978,095		1,861,211		(1,116,884)	62%
Crossing Guards	1119		-		20,724		(13,270)	N/A		118,129		59,266		(58,863)	50%
Emergency Preparedness	1140		-		-		-	N/A		99,144		58,476		(40,668)	59%
Fire Support	1141		461,200		569,730		108,530	124%		1,346,654		880,074		(466,580)	65%
Fire Suppression	1142		1,000		7,753		6,753	775%		3,713,161		2,380,108		(1,333,053)	64%
Emergency Medical Services	1144		2,867,760		1,906,765		(960,995)	66%		6,392,097		3,598,860		(2,793,237)	56%
Code Enforcement	1460		1,857,100		1,228,942		(628,158)	66%		2,152,474		1,319,011		(833,463)	61%
Animal Control	2224		7,000		2,093		(4,907)	30%		31,000		17,880		(13,120)	58%
Subtotal		\$	5,521,547	\$	3,979,790	\$	(1,541,757)	72%	\$	27,054,671	\$	16,549,608	\$	(10,505,063)	61%
Culture & Recreation:	0004	Φ.	000 074	Φ.	005.040	Φ.	(05.000)	000/	Φ.	0.700.570	Φ.	4 000 477	Φ.	(000,000)	050/
Library	2331 2440	\$	260,971 60,000	\$	235,649	\$	(25,322)	90% 52%	\$	2,789,570 349,345	\$	1,809,477 224,029	\$	(980,093)	65% 64%
Park Administration Park Maintenance	2440		50,000		30,906 350		(29,094) 350	N/A		2,084,369		1,290,340		(125,316) (794,029)	62%
Recreation Programs	2442		526,000		348,981		(177,019)	66%		936,428		627,479		(308,949)	67%
Community Centers	2443		181,000		215,238		34,238	119%		585,320		340,027		(245,293)	58%
Aquatic Centers	2444		1,262,000		605,087		(656,913)	48%		1,597,732		1,057,548		(540,184)	66%
Prairie Ridge Sports Complex	2445		380,600		255,526		(125,074)	67%		1,211,674		681,025		(530,649)	56%
Hawkeye Concessions	2446		58,300		40,057		(18,243)	69%		66,120		27,501		(38,619)	42%
Cemetery	3547		-		-		-	N/A		600		600		-	100%
Subtotal		\$	2,728,871	\$	1,731,794	\$	(997,077)	63%	\$	9,621,158	\$	6,058,026	\$	(3,563,132)	63%
Public Works:															
Airport Authority	3548	\$	702,472	\$	373,748	\$	(328,724)	53%	\$	702,928	\$	351,464	\$	(351,464)	50%
Subtotal		\$	702,472	\$	373,748	\$	(328,724)	53%	\$	702,928	\$	351,464	\$	(351,464)	50%
Community & Economic Development:		_		_		_	/·\						_		
Development Engineering	3545	\$	58,000	\$	28,291	\$	(29,709)	49%	\$	1,032,176	\$	759,583	\$	(272,593)	74%
Housing Authority	3648		-		-		-	N/A		23,707		18,707		(5,000)	79%
Economic Development	4886		-		-		-	N/A		392,551		245,986		(146,565)	63%
Community Development	4887		22,000		30,150		8,150	137%		1,219,152		780,003		(439,149)	64%
Subtotal		\$	80,000	\$	58,441	\$	(21,559)	73%	\$	2,667,586	\$	1,804,279	\$	(863,307)	68%
General Government:															
Communications	2335	\$	-	\$	-	\$	-	N/A	\$	465,913	\$	289,845	\$	(176,068)	62%
Mayor and City Council	4881		-		-		-	N/A		524,927		130,897		(394,030)	25%
Human Resources	4882		-		-		-	N/A		517,045		320,438		(196,607)	62%
City Manager	4883		<del>.</del>		<del>-</del>			N/A		1,142,447		762,433		(380,014)	67%
City Clerk	4884		120,400		123,003		2,603	102%		531,410		340,225		(191,185)	64%
Finance	4885 4889		35,678,197		22,907,155		(12,771,042)	64%		611,177		419,509 994,421		(191,668)	69%
Information Technology City Hall Building	4891		410,946		204,987		(205,959)	50% N/A		1,643,782 92,148		53,834		(649,361) (38,314)	60% 58%
Subtotal	4031	<u> </u>	26 200 542	¢		¢			ф.		¢.		¢		60%
			36,209,543				(12,974,398)	64%		5,528,849		3,311,601			
Total General Fund		\$	45,242,433	\$	29,378,918	\$	(15,863,515)	65%	\$	45,575,192	\$	28,074,979	\$	(17,500,213)	62%
Hotel/Motel Tax Fund Community and Economic Development	2233	\$	6,000	\$	-	\$	(6,000)	0%	\$	1,382,289	\$	873,544	\$	(508,745)	63%
Road Use Tax Fund															
Public Works:															
Street Lighting	1260	\$		\$		\$	-	N/A	\$	726,000	\$	429,880	\$	(296,120)	59%
Roadway Administration	3261		8,935,310		6,409,821		(2,525,489)	72%		3,441,267		2,628,292		(812,975)	76%
Roadway Maintenance	3262		-		1,765		1,765	N/A		2,737,874		1,788,024		(949,850)	65%
Snow and Ice Control	3263		-		-		-	N/A		1,383,193		405,186		(978,007)	29%
Traffic Safety	3265		-		-		-	N/A		1,457,248		920,712		(536,536)	63%
Total Road Use Tax Fund		\$	8,935,310	\$	6,411,587	\$	(2,523,723)	72%	\$	9,745,582	\$	6,172,095	\$	(3,573,487)	63%

				R	evenue			 E	хр	enditure	s		
			<u>Budget</u>		<u>Actual</u>	<u>Variance</u>	<u>%</u>	<u>Budget</u>		<u>Actual</u>		<u>Variance</u>	<u>%</u>
Tax Increment Financing Community and Economic Development	4280	\$	10,399,833	\$	6,298,164	\$ (4,101,669)	61%	\$ 2,804,559	\$	100,904	\$	(2,703,655)	4%
Police and Fire Retirement Public Safety:	4290	\$	2,662,549	\$	1,412,617	\$ (1,249,932)	53%	\$ 2,839,551	\$	1,726,254	\$	(1,113,297)	61%
Debt Service:	4300	\$	15,497,792	\$	8,248,168	\$ (7,249,624)	53%	\$ 25,028,489	\$	2,267,801	\$	(22,760,688)	9%
Solid Waste Enterprise:	3500	\$	1,475,000	\$	952,401	\$ (522,599)	65%	\$ 1,483,821	\$	934,534	\$	(549,287)	63%
Water Enterprise: Utility Deposits Water Administration Water Maintenance Water Improvement Water Sinking	3505 3510 3512 3520 3530	\$	217,000 21,619,504 - - -	\$	134,792 15,470,400 - - -	\$ (82,208) (6,149,104) - - -	62% 72% N/A N/A N/A	\$ 183,000 23,387,144 2,764,138 - 2,207,538	\$	112,175 7,641,621 1,689,191 - 284,819	\$	(70,825) (15,745,523) (1,074,947) - (1,922,719)	61% 33% 61% N/A 13%
Total Water Fund		\$	21,836,504	\$	15,605,191	\$ (6,231,313)	71%	\$ 28,541,820	\$	9,727,807	\$	(18,814,013)	34%
Sewer Enterprise: Wastewater Administration Wastewater Operations Sewer Improvement Sewer Sinking	3550 3552 3560 3570	\$	16,854,119 - - -	\$	11,726,499 - - -	\$ (5,127,620) - - -	70% N/A N/A N/A	\$ 8,047,467 1,427,684 - -	\$	5,903,184 1,025,629 - -	\$	(2,144,283) (402,055) - -	73% 72% N/A N/A
Total Sewer Fund		\$	16,854,119	\$	11,726,499	\$ (5,127,620)	70%	\$ 9,475,151	\$	6,928,813	\$	(2,546,338)	73%
Storm Water Enterprise: Storm Water Administration Street Cleaning	3580 3584	\$	3,643,814	\$	2,411,810 -	\$ (1,232,004)	66% N/A	\$ 929,844 264,369	\$	595,692 141,167	\$	(334,152) (123,202)	64% 53%
Total Storm Water Fund		\$	3,643,814	\$	2,411,810	\$ (1,232,004)	66%	\$ 1,194,213	\$	736,859	\$	(457,354)	62%
Golf Course Enterprise: Golf Course Maintenance Golf Course Pro Shop Golf Course Banquet Services	2591 2592 2595	\$	1,000 1,384,000 549,000	\$	1,238 962,985 480,853	\$ 238 (421,015) (68,147)	124% 70% 88%	\$ 805,163 691,398 843,576	\$	459,413 467,435 479,979	\$	(345,750) (223,963) (363,597)	57% 68% 57%
Total Golf Course Fund		\$	1,934,000	\$	1,445,076	\$ (488,924)	75%	\$ 2,340,137	\$	1,406,827	\$	(933,310)	60%
Total		\$ 1	128,487,354	\$	83,890,429	\$ (44,596,925)	65%	\$ 130,410,804	\$	58,950,416	\$	(71,460,388)	45%

### City of Ankeny Investment Schedule February 2024

Account Number	Institution	Description	Туре	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance February 29, 2024
Capital Projects													
43308720	01 US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360 \$	5,000,000.00 \$	- \$	- \$	152,500.00 \$	5,000,000.00	-
	Robert W. Baird & Co		T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	-	(105,079.71)	142,707.72	4,894,920.29	-
	51 Bankers Trust	CD T Note	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00		(05.707.50)	168,000.01	4,000,000.00	-
	34 RBC Wealth Manager 34 RBC Wealth Manager		T-Note T-Note	4.464% 4.855%	4/10/2023 2/8/2023	2/29/2024 2/29/2024	325 386	2,000,000.00 3,000,000.00	5,292.12	(35,787.50) (101,231.25)	77,995.38 146,231.25	1,964,212.50 2,898,768.75	-
	34 RBC Wealth Manager		T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00		(150,726.56)	62,500.00	2,090,700.73	4,849,273.44
313-310	Robert W. Baird & Co		T-Note	5.462%	6/30/2023	6/30/2024	366	5.000,000.00	-	(176,459.40)	43,750.00	-	4,823,540.60
1346315		CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	_	(170,400.40)	-0,700.00	_	3,000,000.00
1010010	Robert W. Baird & Co		T-Note	5.407%	9/5/2023	8/15/2024	345	5.000.000.00	1,069.97	(226,243.75)	8,305.03	_	4.773.756.25
485110438 <sup>-</sup>	11 Veridian Credit Union		CD	5.641%	9/27/2023	9/27/2024	365	4,000,000.00	-	-	-	-	4,000,000.00
Subtotal							\$	41,000,000.00 \$	6,362.09 \$	(795,528.17) \$	801,989.39 \$	18,757,901.54	\$ 21,446,570.29
Equipment Reserve													
26000120	08 Community State	CD	CD	5.250%	6/24/2023	6/24/2024	365 \$	1,000,000.00 \$	- \$	- \$	- \$	- :	1,000,000.00
Subtotal							\$	1,000,000.00 \$	- \$	- \$	- \$	-	\$ 1,000,000.00
General Funds													
313-916	34 RBC Wealth Manager	m T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211 \$	5,000,000.00 \$	- \$	(124,513.59) \$	127,638.59 \$	4,875,486.41	-
	15 Lincoln Savings Bank		CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	149,678.65	5,000,000.00	-
1302693		CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	210,000.00	5,000,000.00	-
	34 RBC Wealth Manager		T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	-	(101,721.57)	109,221.57	2,898,278.43	-
	34 RBC Wealth Manager		Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	174,305.55	4,825,694.45	-
	13 Lincoln Savings Bank		CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	95,647.86	2,000,000.00	-
	63 Community State	CD CD	CD CD	4.910%	1/31/2023	1/31/2024	365 365	2,000,000.00	-	-	98,139.89	2,000,000.00	-
1346728			T-Note	5.060% 4.597%	2/28/2023 4/3/2023	2/28/2024 3/31/2024	363	10,000,000.00 5.000.000.00	922.13	(111 621 00)	519,388.25 55,327.87	10,000,000.00	4 000 270 40
	34 RBC Wealth Manager 34 RBC Wealth Manager		T-Note	4.596%	4/17/2023	4/30/2024	379	5.000,000.00	922.13	(111,621.90) (116,242.20)	56,250.07	-	4,888,378.10 4.883,757.80
690090884		CD	CD	5.830%	11/16/2023	5/16/2024	182	3,000,000.00	-	(110,242.20)	50,250.07	_	3,000,000.00
	47 Lincoln Savings Bank	0.5	CD	5.350%	6/27/2023	6/26/2024	365	2,000,000.00	-	_	-	_	2,000,000.00
	34 RBC Wealth Manager		T-Note	5.440%	6/30/2023	6/30/2024	366	5,000,000.00	-	(175,429.70)	43,750.00	_	4,824,570.30
690096272		CD	CD	5.320%	1/26/2024	7/23/2024	179	5,000,000.00	-	-	-	-	5,000,000.00
136372	53 Bankers Trust	CD	CD	5.320%	1/26/2024	7/26/2024	182	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co	. Korea Dev Bank NY	Commercial Paper	5.150%	1/29/2024	8/1/2024	185	2,920,604.16	-	-	-	-	2,920,604.16
	Robert W. Baird & Co	. Natixis	Commercial Paper	5.607%	12/6/2023	8/20/2024	258	4,806,858.35	-	-	-	-	4,806,858.35
	34 RBC Wealth Manager	m T-Note	T-Note	5.104%	1/29/2024	8/31/2024	215	5,000,000.00	67,410.71	(52,996.87)	13,839.29	-	4,947,003.13
	36 Community State	CD	CD	5.740%	9/27/2023	9/26/2024	365	5,000,000.00	-	-	-	-	5,000,000.00
690090884		CD	CD	5.880%	11/16/2023	11/16/2024	366	2,000,000.00	-	-	-	-	2,000,000.00
	01 Green State Credit Ur		CD	5.150%	1/26/2024	1/27/2025	367	3,000,000.00	-	-	-	-	3,000,000.00
	25 Lincoln Savings Bank	MM	Money market	4.250%	N/A	N/A N/A	MM MM	10,320,210.96	-	-	210,527.22	3,000,000.00	7,320,210.96
39246-10	Farmers State Bank	MM	Money market Money market	5.096% 5.080%	N/A N/A	N/A N/A	MM	45,558,924.24 25,819,696.42	-	-	951,875.54 857,192.07	12,000,000.00	33,558,924.24 25,819,696.42
Subtotal							\$	171,251,988.58 \$	68,332.84 \$	(682,525.83) \$	3,672,782.42 \$	51,599,459.29	\$ 118,970,003.46
Police/Fire Pension													
26000120	08 Community State	CD	CD	5.250%	6/24/2023	6/24/2024	365 \$	500,000.00 \$	- \$	- \$	- \$	- ;	\$ 500,000.00
Subtotal							\$	500,000.00 \$	- \$	- \$	- \$	- !	\$ 500,000.00
Sewer Improvement F	und												
135710	51 Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365 \$	1,000,000.00 \$	- \$	- \$	42,000.00 \$	1,000,000.00	<b>.</b>
	32 Community State	CD	CD	5.250%	6/7/2023	6/7/2024	365	500,000.00	- ·	-	, v	-	500,000.00
	08 Community State	CD	CD	5.250%	6/24/2023	6/24/2024	365	500,000.00	-	-	-	-	500,000.00
	11 Veridian Credit Union		CD	5.641%	9/27/2023	9/27/2024	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal							\$	3,000,000.00 \$	- \$	- \$	42,000.00 \$	1,000,000.00	\$ 2,000,000.00

#### City of Ankeny Investment Schedule February 2024

Account Number		Description	Туре	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed F	Balance February 29, 2024
Water Fund													
26	0001432 Community State CD	(	CD	5.250%	6/7/2023	6/7/2024	365	\$ 2,000,000.00	- \$	- \$	- \$	- \$	2,000,000.00
Subtotal								\$ 2,000,000.00	- \$	- \$	- \$	- \$	2,000,000.00
Total Investment	ds						<u>:</u>	\$ 218,751,988.58	74,694.93 \$	(1,478,054.00) \$	4,516,771.81 \$	71,357,360.83 \$	145,916,573.75
	Totals by Institution												
	Bankers Trust BMO Community State Farmers State Bank First Interstate Bank First National Bank Great Southern Bank Green State Credit Union IPAIT Lincoln Savings Bank Northwest Bank RBC Wealth Management Robert W. Baird & Co. Two Rivers Bank South Story Bank & Trust US Bank Veridian Credit Union Wells Fargo Bank						_	\$ 10,000,000.00 \$ 10,000,000.00 \$ 11,500,000.00 25,819,696.42 - 3,000,000.00 63,558,924.24 19,320,210.96 - 42,825,694.45 22,727,462.51 - 5,000,000.00 5,000,000.00 5	73,624.96 1,069.97	- \$	210,000.01 \$	5,000,000.00 \$	5,000,000.00 10,000,000.00 9,500,000.00 25,819,696.42
	Totals by Type  CD Commercial paper Money market T-Bill T-Note						; 	\$ 71,500,000.00 \$ 12,553,156.96 81,698,831.62 - 53,000,000.00	\$ - \$ - - - 74,694.93	- \$ - - - - (1,478,054.00)	1,435,354.66 \$ 174,305.55 2,019,594.83 - 887,516.77	34,000,000.00 \$ 4,825,694.45 15,000,000.00 - 17,531,666.38	37,500,000.00 7,727,462.51 66,698,831.62 - 33,990,279.62
							<u>_:</u>	\$ 218,751,988.58	74,694.93 \$	(1,478,054.00) \$	4,516,771.81 \$	71,357,360.83 \$	145,916,573.75



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SU Consider motion to receive and file Building Permi	JBJECT: it Report for February 2024.
EXECUTI	VE SUMMARY:
FISCAL	IMPACT: No
CITY MANAGER'S	RECOMMENDATIONS:
PREVIOUS COUNCIL/COI	MMISSION/BOARD ACTION(S):
PUBLIC OUT	REACH EFFORTS:
ACTION	REQUESTED:

# ADDITIONAL INFORMATION:

# ATTACHMENTS:

#### Click to download

☐ February 2024 Building Permit Report

# City of Ankeny Building Permit Report Month of February 2024

		Issued		Issued		Issued Cale	endar Y	ear	Issu	ed Fiscal Year
	Fe	bruary-24	F	ebruary-23	1/1/2	2024-2/29/2024	1/1/2	2023-2/28/2023	7/1/2	023-2/29/2024
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	60	\$22,094,337	21	\$6,486,316	74	\$27,562,841	31	\$9,658,023	233	\$87,677,035
New Single Family Attached/Duplex	6	\$1,596,474	38	\$9,522,191	12	\$3,343,350	48	\$11,723,626	76	\$22,744,958
New Multi - Family	0	\$0	1	\$7,270,821	0	\$0	1	\$7,270,821	1	\$4,534,864
Total New Residential Permits	66	\$23,690,811	60	\$23,279,328	86	\$30,906,191	80	\$28,652,470	310	\$114,956,857
Additions/Alterations/Other (1)	31	\$459,199	33	\$617,211	51	\$806,172	75	\$1,516,608	428	\$6,605,286
Total New Dwelling Units	66		60		86		80		310	
NON-RESIDENTIAL										
New Commercial	0	\$0	3	\$7,789,138	0	\$0	5	\$14,309,138	13	\$18,220,152
COM Additions/Alterations/Other	11	\$9,032,550	14	\$2,597,114	14	\$9,180,717	19	\$3,632,114	56	\$36,869,831
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	0	\$0	1	\$17,000	0	\$0
New School	0	\$0	1	\$70,000	0	\$0	1	\$70,000	2	\$6,930,500
SCH Additions/Alterations/Other	0	\$0	0	\$0	1	\$0	0	\$0	4	\$165,000
Total Non Residential Permits	11	\$9,032,550	18	\$10,456,252	15	\$9,180,717	26	\$18,028,252	75	\$62,185,483
MISC PERMITS (2)	41	\$39,275	32	\$67,816	69	\$136,905	63	\$161,750	533	\$840,097
TOTALS	149	\$33,221,835	143	\$34,420,607	221	\$41,029,985	244	\$48,359,080	1346	\$184,587,723

<sup>(1)</sup> includes permits issued for sheds, pools, garages, decks, porches, auxiliary structures

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

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

<sup>\*</sup> includes footing & foundation permits

#### The City Of Ankeny Building Permit Report (Monthly) Issued from February 2024

Type of Use	Type of Work	Issue Date	Valuation Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	2/1/2024	\$291,194 24-0049-NEW	3004 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/1/2024	\$351,859 24-0134-NEW	1503 NW Benjamin Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/1/2024	\$288,293 24-0227-NEW	1210 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/1/2024	\$298,724 24-0229-NEW	1206 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/1/2024	\$307,134 24-0230-NEW	4407 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/1/2024	\$287,501 24-0231-NEW	4403 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/2/2024	\$405,367 23-4682-NEW	2805 NW Boulder Point Pl	Jerry's Homes Inc	Jerrys Homes Inc
Single Family Detached	New Building	2/2/2024	\$332,261 23-4683-NEW	2814 NW Boulder Point Pl	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/2/2024	\$372,305 23-4846-NEW	3620 NW 28th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/2/2024	\$328,175 23-4847-NEW	2810 NW Boulder Point Pl	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/4/2024	\$361,800 24-0152-NEW	314 SW 16th St	Hubbell Homes LC	Hubbell Homes LC
Single Family Detached	New Building	2/5/2024	\$314,496 24-0234-NEW	4415 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/5/2024	\$262,774 24-0235-NEW	4411 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/6/2024	\$258,362 24-0248-NEW	4309 NW 12th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	2/6/2024	\$258,362 24-0250-NEW	4317 NW 12th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	2/6/2024	\$262,354 24-0264-NEW	4313 NW 12th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	2/7/2024	\$291,194 24-0050-NEW	3008 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/7/2024	\$291,194 24-0051-NEW	3012 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/7/2024	\$561,378 24-0179-NEW	1602 NW Benjamin Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	2/9/2024	\$402,433 24-0306-NEW	2711 NW Greenwood St	Vander Kamp Homebuilders	Vanderkamp Framing LLC
Single Family Detached	New Building	2/9/2024	\$289,959 24-0325-NEW	4213 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	2/9/2024	\$372,201 24-0340-NEW	3505 NE 11th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	2/12/2024	\$387,342 24-0335-NEW	5517 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/12/2024	\$361,924 24-0336-NEW	5513 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/12/2024	\$347,299 24-0361-NEW	1313 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/16/2024	\$281,946 24-0490-NEW	4403 NW 12th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	2/16/2024	\$463,099 24-0511-NEW	1316 NE 55th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/19/2024	\$483,633 24-0396-NEW	2705 NW Linwood Ct	MJ Properties	MJ Properties LLC
Single Family Detached	New Building	2/19/2024	\$300,319 24-0455-NEW	811 NE Deerfield Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/19/2024	\$348,596 24-0459-NEW	4104 NE 8th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/19/2024	\$391,392 24-0460-NEW	731 NE Doe Pointe Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/19/2024	\$424,428 24-0461-NEW	1410 NW Benjamin Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/19/2024	\$303,103 24-0462-NEW	1664 NW Savannah Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/19/2024	\$391,352 24-0469-NEW	3615 NW 28th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/19/2024	\$262,774 24-0475-NEW	610 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/19/2024	\$328,029 24-0516-NEW	1317 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/20/2024	\$415,888 24-0560-NEW	3516 NW 27th St	Creative Building Ventures Inc	Creative Building Ventures Inc
Single Family Detached	New Building	2/21/2024	\$394,856 24-0579-NEW	2728 NW Greenwood St	Leto Built	Leto Built
Single Family Detached	New Building	2/21/2024	\$379,150 24-0581-NEW	2812 NW Greenwood St	Leto Built	Leto Built
Single Family Detached	New Building	2/21/2024	\$407,675 24-0582-NEW	2816 NW Greenwood St	Leto Built	Leto Built
Single Family Detached	New Building	2/21/2024	\$379,150 24-0583-NEW	2820 NW Greenwood St	Leto Built	Leto Built
Single Family Detached	New Building	2/22/2024	\$735,638 24-0318-NEW	1413 NW Benjamin Dr	Ridgewood Homes	Ridgewood Homes
Single Family Detached	New Building	2/23/2024	\$236,917 24-0540-NEW	3016 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC

Single Family Detached	Now Puilding	2/26/2024	\$640.010.24.0210.NEW	E01 NE 10+h C+	Pidgowood Homos	Pidgowood Homos
Single Family Detached	New Building	2/26/2024	\$640,910 24-0319-NEW	501 NE 19th Ct	Ridgewood Homes	Ridgewood Homes
Single Family Detached	New Building	2/26/2024	\$421,011 24-0596-NEW	1621 NW Benjamin Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/26/2024	\$302,443 24-0597-NEW	4207 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/26/2024	\$447,740 24-0653-NEW	2804 NW 27th St	Gardner Homes	Gardner Homes
Single Family Detached	New Building	2/27/2024	\$431,908 24-0386-NEW	1521 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	2/28/2024	\$455,827 24-0573-NEW	2708 NW 27th St	Vander Kamp Homebuilders	Vanderkamp Framing LLC
Single Family Detached	New Building	2/28/2024	\$432,301 24-0574-NEW	2712 NW 27th St	Vander Kamp Homebuilders	Vanderkamp Framing LLC
Single Family Detached	New Building	2/28/2024	\$516,521 24-0578-NEW	224 NE 60th Ct	Knud Jespersen Troy	Harmeyer Homes Inc
Single Family Detached	New Building	2/28/2024	\$329,511 24-0606-NEW	2714 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/28/2024	\$321,324 24-0608-NEW	2706 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/28/2024	\$335,704 24-0609-NEW	2702 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/28/2024	\$327,128 24-0610-NEW	2710 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/28/2024	\$328,508 24-0612-NEW	2620 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/28/2024	\$369,461 24-0614-NEW	2616 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/28/2024	\$373,996 24-0689-NEW	5601 NE Verona Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/29/2024	\$546,835 24-0702-NEW	507 SW Magazine Rd	Caliber Homes	Caliber Homes
Single Family Detached	New Building	2/29/2024	\$299,379 24-0648-NEW	707 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	2/14/2024	\$266,079 24-0401-NEW	4416 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/14/2024	\$266,079 24-0402-NEW	4420 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/14/2024	\$266,079 24-0403-NEW	4408 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/14/2024	\$266,079 24-0405-NEW	4412 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/14/2024	\$266,079 24-0413-NEW	4411 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/14/2024	\$266,079 24-0414-NEW	4407 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Puilding Altoration	2/1/2024	\$26,775 24-0138-ALT	2506 NW Summit Ct	Adam M Babbitt	Dom Forest
Single Family Detached	Building Alteration Building Alteration	2/1/2024	\$30,712 24-0279-ALT		3 Sons Construction	3 Sons Construction
Single Family Detached	•	2/1/2024	\$19,404 24-0280-ALT	713 NE Country Meadow Dr 618 NE Whitetail Dr	3 Sons Construction	3 Sons Construction
Single Family Detached	Building Alteration			3011 SW Pleasant Ct	Buresh Home Solutions	Buresh Home Solutions
Single Family Detached	Pergola	2/2/2024 2/5/2024	\$32,351 24-0225-PERG \$21,200 24-0352-ALT	3211 NW 25th St	Brad Honderd	Brad Honderd
Single Family Detached	Building Alteration				Chris Perrin	
Single Family Attached	Building Addition	2/8/2024	\$22,093 24-0378-ADD	2811 NW 44th St		Chris Perrin
Single Family Detached	Building Alteration	2/8/2024	\$16,821 24-0415-ALT	1208 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	2/11/2024	\$21,798 24-0423-ALT	3119 NW Reinhart Dr	Ryan Michael Brown	Ryan Michael Brown
Single Family Detached	Building Alteration	2/13/2024	\$24,696 24-0518-ALT	4206 NW 13th St	Sage Homes Inc.	Sage Homes Inc.
Single Family Detached	Building Alteration	2/14/2024	\$25,200 24-0523-ALT	2509 NW Abilene Rd	Compelling Homes	Compelling Homes
Single Family Detached	Building Alteration	2/20/2024	\$21,546 24-0561-ALT	4410 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Building Alteration	2/20/2024	\$3,024 24-0623-ALT	218 SW Westlawn Dr	Golden Rule PHC	Golden Rule PHC
Single Family Detached	Building Alteration	2/21/2024	\$2,268 24-0647-ALT	2110 SW White Birch Dr	Timothy P Erbes	Timothy P Erbes
Single Family Detached	Solar	2/22/2024	\$33,953 24-0217-SOL	1402 NW Parkridge Pl	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	2/22/2024	\$5,465 24-0644-ALT	1410 SW Lynn Dr	Thrasher Foundation Repair	Thrasher Inc
Single Family Detached	Building Alteration	2/22/2024	\$3,000 24-0688-ALT	2614 SW 19th St	Head Nate	Head Nate
Single Family Attached	Building Alteration	2/27/2024	\$18,837 24-0686-ALT	2211 NW Chapel Ln	Head Nate	Head Nate
Single Family Detached	Building Alteration	2/27/2024	\$18,745 24-0713-ALT	3111 SE 17th St	Dane Nolte	KBS
Single Family Detached	Building Alteration	2/27/2024	\$16,569 24-0719-ALT	4113 NE 6th St	Shaver Benjamin	Shaver Benjamin
Single Family Detached	Building Alteration	2/27/2024	\$54,688 24-0727-ALT	6008 NE Briarwood Dr	Thrasher Foundation Repair	Thrasher Inc
Single Family Detached	Building Alteration	2/28/2024	\$14,742 24-0718-ALT	2314 NW Applewood St	Taylor Fox	Taylor Fox
Single Family Detached	Shed	2/5/2024	\$2,400 24-0142-SHD	705 NE 10th St	Tuff Shed	Tuff Shed

Single Family Detached	Shed	2/16/2024	\$2,400 24-0576-SHD	2817 NW Boulder Point Pl	Jeff Strachan	Jeff Strachan					
Single Family Detached	Shed	2/20/2024	\$8,000 24-0640-SHD	607 SW 48th St	Midwest Builders Of Iowa	Midwest Builders Of Iowa					
Single Family Detached	Shed	2/22/2024	\$2,400 24-0674-SHD	5004 NW 6th St	Tuff Shed	Tuff Shed					
Single Family Detached	Shed	2/23/2024	\$3,200 24-0711-SHD	206 NE Oak Dr	Justin A Campbell	Justin A Campbell					
Single Family Detached	Deck	2/22/2024	\$1,680 24-0684-DECK	1005 SW Kenworthy Dr	Des Moines Deck, LLC	Des Moines Deck, LLC					
Single Family Detached	Deck	2/23/2024	\$2,592 24-0520-DECK	505 SW Driftwood Ct	RJK Builders, LLC	RJK Builders, LLC					
Single Family Detached	Deck	2/23/2024	\$1,200 24-0693-DECK	4213 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC					
Single Family Detached	Deck	2/28/2024	\$1,440 24-0680-DECK	3720 NE 8th St	Kleve Christy	Kleve Christy					
Single running Detached	Deck	2/20/2024	71,440 24 0000 DECK	3720 NE 0011 30	Neve christy	Neve emisty					
Single Family Detached	Swimming Pool	2/5/2024	\$0 23-6987-POOL	1104 NE 47th St	Premier Pools & Spas	Premier Pools & Spas					
Office	Building Alteration	2/1/2024	\$65,000 24-0131-ALT	2825 S Ankeny Blvd STE 103	DRA Properties	DRA Properties, LC					
Mixed Use	Building Alteration	2/1/2024	\$170,000 24-0198-ALT	3606 NE Otterview Cir UNIT 103	Rob Albright Const. Inc.	Rob Albright Const. Inc.					
Office	Building Alteration	2/8/2024	\$4,710,000 23-6880-ALT	7400 SE Convenience Blvd Ste 101	Opus Design Build LLC	Opus Design Build LLC					
Mixed Use	Building Alteration	2/8/2024	\$3,250,000 24-0213-ALT	4150 SE Delaware Ave	Hy-Vee Construction	Hy-Vee Construction					
Office	Building Alteration	2/9/2024	\$12,000 24-0286-ALT	1200 NW 36th St Ste 103	DOWNING CONSTRUCTION, INC.	DOWNING CONSTRUCTION, INC.					
Office	Building Alteration	2/19/2024	\$433,000 24-0224-ALT	1200 NW 36th St Ste 103	DOWNING CONSTRUCTION, INC.	Downing Construction, Inc					
Retail	Building Alteration	2/20/2024	\$13,000 24-0641-ALT	105 E 1st St	The Ankeny Klothing Exchange Inc	The Ankeny Klothing Exchange Inc					
Office	Building Alteration	2/21/2024	\$95,000 24-0428-ALT	103 E 1st St	Bryan Exteriors	Bryan Exteriors					
Retail	Building Alteration	2/22/2024	\$19,550 24-0332-ALT	1802 N Ankeny Blvd Ste 108	Denny Elwell Company	Denny Elwell Company					
Restaurant	Building Alteration	2/23/2024	\$150,000 23-5686-ALT	2510 SW White Birch Dr Ste 7	IconicBuilders Ilc	James P Goode					
Office	Building Alteration	2/27/2024	\$115,000 24-0394-ALT	1465 SW Park Square Dr UNIT 204	DRA Properties	DRA Properties, LC					
<b>55</b>	24.14.1.67.11.61.41.61.	_,_,,	Ψ115,000 L. 005 . 7.L.	2 100 011 1 am oqual 0 21 01111 20 1	2 reperties	2 operaes, 20					
Single Family Detached	Fence/Wall	2/5/2024	\$0 24-0247-FNCE	309 NW Linden St	American Fence Company	American Fence Co					
Single Family Detached	Fence/Wall	2/5/2024	\$0 24-0362-FNCE	3129 NW 16th Ct	Justus Fencing	Justus Fencing					
Single Family Detached	Fence/Wall	2/5/2024	\$0 24-0365-FNCE	6108 NE Oak Dr	Lindaman Dirk	Justus Fencing					
Single Family Detached	Fence/Wall	2/7/2024	\$0 24-0391-FNCE	3022 SW Glenbrooke Blvd	Bret Staples	Bret Staples					
Single Family Detached	Fence/Wall	2/9/2024	\$0 24-0468-FNCE	1636 NE Deerfield Dr	Huber Fencing	Huber Fencing					
Single Family Detached	Fence/Wall	2/12/2024	\$0 24-0385-FNCE	3101 NW 27th Cir	Luke Britto	Weber Construction					
Single Family Detached	Fence/Wall	2/12/2024	\$0 24-0480-FNCE	702 NW Abbie Dr	American Fence Company	American Fence Co					
Single Family Detached	Fence/Wall	2/12/2024	\$0 24-0481-FNCE	1610 NW Poppy Ct	American Fence Company	American Fence Co					
Single Family Detached	Fence/Wall	2/12/2024	\$0 24-0509-FNCE	1211 SW Des Moines St	Bret Staples	Bret Staples					
Single Family Detached	Fence/Wall	2/13/2024	\$0 24-0478-FNCE	1106 NW 4th St	Bensley Josh	Bensley Josh					
Single Family Detached	Fence/Wall	2/13/2024	\$0 24-0519-FNCE	519 NE 57th Ct	Cory Limkeman	Cory Limkeman					
Single Family Detached	Fence/Wall	2/13/2024	\$0 24-0522-FNCE	4913 NW 4th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co					
Single Family Detached	Fence/Wall	2/13/2024	\$0 24-0524-FNCE	2817 NW Boulder Point Pl	Des Moines Steel Fence Co	Des Moines Steel Fence Co					
Single Family Detached	Fence/Wall	2/14/2024	\$0 24-0343-FNCE	3309 NE Huntington Ln	American Fence Company	American Fence Co					
Single Family Detached	Fence/Wall	2/15/2024	\$0 24-0545-FNCE	1206 NW Benjamin Dr	Strong Fencing & Decking LLC	Strong Fencing & Decking LLC					
Single Family Detached	Fence/Wall	2/15/2024	\$0 24-0559-FNCE	6305 NE Grant Ln	Superior Fence & Rail	Superior Fence and Rail					
Single Family Detached	Fence/Wall	2/21/2024	\$0 24-0604-FNCE	4208 NE 8th St	Bos Fencing	Bos Fencing					
Single Family Detached	Fence/Wall	2/21/2024	\$0 24-0645-FNCE	5202 NW 7th St	American Fence Company	American Fence Co					
Single Family Detached	Fence/Wall	2/23/2024	\$0 24-0669-FNCE	2811 NW 41st St	Huber Fencing	Huber Fencing					
Single Family Detached	Fence/Wall	2/26/2024	\$0 24-0722-FNCE	1317 SW 5th St	James Zupan Carl	James Zupan Carl					
Single Family Detached	Fence/Wall	2/28/2024	\$0 24-0811-FNCE	222 NE 62nd St	Superior Fence & Rail of Central IA	Superior Fence & Rail of Central IA					
Single Family Detached	Fence/Wall	2/28/2024	\$0 24-0594-FNCE	3116 SW Sunnybrooke Ct	Douglass Andrew	Douglass Andrew					
Single Family Detached	Fence/Wall	2/29/2024	\$0 24-0712-FNCE	3418 NW 28th St	Schumacher David	Precision Fencing					
Single Family Detached	Fence/Wall	2/29/2024	\$0 24-0826-FNCE	4208 NW Cedarwood Dr	American Fence Company	American Fence Co					

School	Sign	2/1/2024	\$2,619 24-0176-SIGNP	1302 N Ankeny Blvd Bldg E	Holly Jensen	Holly Jensen
School	Sign	2/1/2024	\$6,914 24-0177-SIGNP	1302 N Ankeny Blvd Bldg E	Holly Jensen	Holly Jensen
Office	Sign	2/5/2024	\$1,520 23-7092-SIGNP	213 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Retail	Sign	2/5/2024	\$5,442 24-0304-SIGNP	123 N Ankeny Blvd	Signarama Ankeny and YESCO DM	Signarama Ankeny and YESCO DM
Restaurant	Sign	2/7/2024	\$2,500 24-0349-SIGNP	1620 N Ankeny Blvd Ste 100	Strictly Neon, Inc	Strictly Neon, Inc
Restaurant	Sign	2/7/2024	\$2,500 24-0350-SIGNP	1620 N Ankeny Blvd Ste 100	Strictly Neon, Inc	Strictly Neon, Inc
Restaurant	Sign	2/7/2024	\$2,200 24-0351-SIGNP	1620 N Ankeny Blvd Ste 100	Strictly Neon, Inc	Strictly Neon, Inc
Retail	Sign	2/15/2024	\$980 24-0526-SIGNP	219 SW Cherry St	Signcraft LLC	Signcraft LLC
Retail	Sign	2/26/2024	\$2,600 24-0328-SIGNP	1802 N Ankeny Blvd Ste 108	Ankeny Hardware	Tri City Sign
Retail	Sign	2/26/2024	\$8,000 24-0329-SIGNP	1802 N Ankeny Blvd Ste 108	Ankeny Hardware	Tri City Sign
Retail	Sign	2/26/2024	\$2,000 24-0330-SIGNP	1802 N Ankeny Blvd Ste 108	Ankeny Hardware	Tri City Sign
Retail	Sign	2/26/2024	\$2,000 24-0605-SIGNP	1802 N Ankeny Blvd Ste 108	Denny Elwell Family LC	Denny Elwell Family LC
Retail	Temporary Sign	2/10/2024	\$0 24-0172-SIGNT	1325 SW Oralabor Rd Ste 208	H&R Block	H&R Block
Retail	Temporary Sign	2/23/2024	\$0 24-0586-SIGNT	2310 SE Delaware Ave Ste P	A & A Amazing II, LLC	A & A Amazing II, LLC
Church	Temporary Sign	2/27/2024	\$0 24-0683-SIGNT	825 NW 36th St	Prairie Ridge Church	Prairie Ridge Church
Single Family Detached	Sidewalk	2/1/2024	\$0 24-0299-RSWRP	209 NE 9th St	Kronos Construction 515 LLC	Kronos Construction 515 LLC
Storage	Drive Approach	2/28/2024	\$0 24-0805-RSTRM	1610 SE Cortina Dr	Iowa Contracting Inc	Iowa Contracting Inc



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:							
Finance	Exercise Financial Discipline							
ACTION REQUESTED:								
Motion								
LEGAL:								
No Review Required								
SU	BJECT:							
Consider motion to receive and file Utility Billing Report for February 2024.								
EXECUTIV	/E SUMMARY:							
FISCAL IMPACT: No								
CITY MANAGER'S RECOMMENDATIONS:								
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):								
PUBLIC OUTREACH EFFORTS:								
ACTION	REQUESTED:							

# ADDITIONAL INFORMATION:

# ATTACHMENTS:

	down	

☐ <u>Utility Billing Report</u>

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

Month	Customers Billed	Billed Consumption (Gallons)		Water Billings		venue / 00 Gal	S	Water vc . Avail.	# W.A. Chg.		Total Tax	(	Misc. Charges	Sev Billi	wer ings	Sewer Svc. Avail.	# S.A. Chg.		orm Water Billings	То	tal Monthly Billings
July August September October November December January February March	29,175 29,406 29,370 29,414 29,408 29,355 29,367 29,411		\$ \$ \$ \$ \$ \$ \$	1,820,835 1,925,366 2,022,248 1,519,119 1,006,171 920,090 831,328 936,644	\$ \$ \$ \$ \$ \$	6.91 6.84 6.97 7.05 6.63 6.98 6.23 6.84	\$ \$	315,560 316,457 318,081 318,670 318,020 318,167 318,701 318,993	27,111 27,189 27,299 27,346 27,412 27,443 27,480 27,507	\$ \$ \$ \$ \$ \$ \$	149,121 157,068 161,500 129,861 102,185 94,882 93,936 97,812	\$ \$ \$ \$ \$	15,088 \$ 15,130 \$ 15,187 \$ 15,218 \$ 15,275 \$ 15,299 \$ 15,319 \$ 15,338 \$	8 8 7 8 8 7 8 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7 7 8 7	769,528 \$ 156,194 \$ 166,462 \$ 194,786 \$ 165,650 \$ 193,389 \$ 165,488 \$	544,768 547,367 548,962 551,172 551,839 552,752	26,584 26,657 26,762 26,820 26,930 26,966 27,003 27,033	\$ \$ \$ \$ \$ \$ \$ \$	292,835 293,228 293,833 294,206	\$ \$ \$ \$ \$ \$ \$	3,756,145 3,950,032 4,062,180 3,489,982 2,985,313 2,865,252 2,806,046 2,924,797
April May June <b>FY Total</b>	234,906	1,604,625,009	\$	10,981,801	\$	54.45	¢	2,542,650	218,787	Ś	986,365	Ś	121,854 \$	\$ 64	·52,340 \$	4,393,783	214,755	\$	2,347,319	¢	26,839,747
FY 24 Average	29,363	200,578,126	٧		\$	6.81	Ţ	317,831	27,348	Ų	123,296	Ţ	15,232		306,543	549,223	26,844	Y	293,415	Ţ	3,354,968
FY 23 Average FY 22 Average FY 21 Average	28,338 27,012 25,514 24,069		\$ \$ \$	1,183,291 1,039,721 1,004,651 790,912	\$	6.32 5.96 5.65 5.23	\$ \$ \$	299,367 279,636 261,517 248,219	26,581 25,615 24,564	\$	97,325	\$ \$ \$	14,818 14,280 \$ 13,675 \$ 13,067 \$	8	321,186 339,667 393,718 90,209	543,516	26,102 25,155 24,102	\$ \$	284,256 270,547 255,531 198,220	\$	3,136,403 2,974,932 2,972,609 2,560,012
FY 20 Average FY 19 Average FY 18 Average FY 17 Average	23,157 22,199 21,118	141,721,265 148,299,683 130,754,905	\$ \$ \$	703,451 717,639 573,655	\$ \$ \$	4.89 4.75 4.34	\$ \$ \$	239,513 229,309 203,156	23,477 22,642 21,696 20,629	\$ \$ \$	76,042 74,396 63,715	\$ \$ \$	12,604 \$ 12,079 \$ 11,495 \$	5 7 5 7	765,640 \$ 732,055 \$ 715,618 \$	500,957 479,581 454,144	23,018 22,194 21,257 20,208	\$ \$ \$	191,607 168,141 160,807	\$	2,413,772 2,338,804 2,118,875
FY 16 Average FY 15 Average FY 14 Average FY 13 Average	20,144 19,002 18,188 17,461	130,473,575	\$ \$ \$	498,547 448,375 524,615 498,872	\$ \$ \$	4.03 3.89 3.93 3.84	\$ \$ \$	181,657 165,892 157,676 147,519	19,695 18,592 17,824 17,146	\$ \$ \$	57,931 52,152 54,495 49,939	\$	10,977 \$ 9,481 \$ 9,082 \$ 8,749 \$	5 6	00,667 \$ 521,465 \$ 575,219 \$ 516,957 \$	381,931 347,744	19,276 18,171 17,409 16,745	\$ \$ \$	146,989	\$ \$ \$	1,978,423 1,774,134 1,755,881 1,576,649
FY 12 Average FY 11 Average FY 10 Average FY 09 Average	16,898 16,415 15,932 15,325	119,790,894 105,824,267 109,564,150 109,776,358	\$ \$ \$	443,102 343,916 325,559 316,943	\$ \$ \$	3.64 3.24 2.94 2.84	\$ \$	135,767 118,519 104,065 96,801	16,620 16,175 15,673 15,261	\$ \$ \$	44,904 36,560 32,792 30,993	\$	8,477 \$ 7,621 \$ 7,243 \$ 7,060 \$	5 4 5 3	\$59,863 \$ \$27,041 \$ \$75,098 \$ \$50,002 \$	247,677 210,202	16,213 15,724 15,216 14,806	\$ \$ \$	93,307 90,746 88,351	\$	1,411,702 1,235,520 1,110,519 966,313
FY 08 Average FY 07 Average FY 06 Average FY 05 Average	14,934 14,345 13,420 12,259	111,387,042	\$ \$ \$	326,578 310,964 291,748 220,166	\$ \$ \$	2.86 2.74 2.66 2.24	\$ \$	90,607 83,528 73,332 63,148	14,742 14,099 13,109 14,096	\$ \$ \$	28,423 26,133 23,924 18,767	\$	12,328 \$ 10,755 \$ 9,694 \$ 7,304 \$	S 2	\$09,562 \$ \$57,067 \$ \$33,797 \$ \$09,495 \$	137,350 109,441	14,274 13,634 12,668 13,687	\$ \$ \$	- - -	\$ \$ \$	930,639 825,795 741,937 599,637
FY 04 Average FY 03 Average FY 02 Average FY 01 Average	11,160 10,241 9,538 8,968	106,031,112 90,622,843	\$ \$ \$	223,285 190,558 179,109 161,137	\$ \$ \$ \$	2.10 2.09 2.06 2.13	\$ \$ \$	57,886 54,239 51,377 49,015	13,782 12,914 12,233 11,670	\$ \$	17,891 15,965 15,237 14,113	\$ \$ \$	4,312 \$ 2,836 \$ 2,865 \$ 2,386 \$	5 1 5 1 5 1	.89,435 \$ .79,169 \$ .75,727 \$ .69,540 \$	70,582 66,118 62,666	13,393 12,546 11,891 11,363	\$ \$ \$ \$	- - -	\$ \$ \$ \$	563,392 508,886 486,982 456,075
FY 00 Average FY 99 Average FY 98 Average FY 97 Average	8,943 8,402 8,014 7,631	76,589,060	\$	161,036 137,536 135,586 130,853	\$ \$ \$ \$	2.10 2.07 2.15 2.10		46,920 44,676 42,754 41,003	11,171			\$ \$ \$	2,411 \$ 2,168 \$ 2,445 \$ 2,373 \$	5 1 5 1 5 1	.63,674 \$ .56,069 \$ .53,575 \$ .46,976 \$	57,273 55,530 52,226	10,868 10,537 9,910 9,629	\$ \$ \$	- - -	\$ \$ \$ \$	442,999 406,489 396,835 381,841



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
SU	BJECT:
Consider motion to approve Change Order #1 deci Storage Tank Solution LLC, for construction service Storage Tank project.	· · · · · · · · · · · · · · · · · · ·
EXECUTIV	/E SUMMARY:
•	ace the length of the walkway/catwalk from the concrete y/catwalk spanning the entire diameter of the pedestal f duckbill check valve mixing system.
FISCAL	IMPACT: No
CITY MANAGER'S	RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
Change Order #1		

## **CHANGE ORDER FORM**



Project Title:	e: NW Irvinedale Drive - Elevated Water Storage Tank					
Contractor:	CB&I Storage Tank Solutions LLC					
Address:	915 N. Eldridge Parkway, Houston, TX 77079					
Finance Budget Code:	611.3611.4450	Finance Project #:	611.4450			
Vendor Project #:	5922	Purchase Order #:	0			
Original Contract Date:	October 16, 2023	Vendor Account #:	5922			

	vendor Project #:	J9ZZ	Purchase Order #:	U
	Original Contract Date:	October 16, 2023	Vendor Account #:	5922
Date of Council Meeting:	March 18, 2024	Change Order#:	1	
Purpose of Change Order:	*		8	
See the attached email dated 3/5/20 be included in this Change Order. Item 1: Increase the width and reduce	•	•	•	•

spanning the entire diameter of the pedestal.

Item 2: Provide CB&I's "FreshMix" system in lieu of the duckbill check valve mixing system shown in the Contract Documents. The FreshMix system provided is to be the welded stainless steel option with two outlet check valves, as shown in the attached email referenced above.

Details of Change Order:

Details	of Change Order.						
ITEM#	DESCRIPTION	UNITS	QUANTITY CHANGE	IU	NIT PRICE	EXT	ENDED PRICE
1	Catwalk modifications	LS	1.00	\$	(3,000.00)	\$	(3,000.00)
2	Welded stainless steel FreshMix system	LS	1.00	\$	(80,000.00)	\$	(80,000.00)
						\$	-
		,				\$	-
						\$	8.5
						\$	72
						\$	-
						\$	-
						\$	-
						\$	. =
Change	e Order #: 1 makes the follo	wing adj	ustments to the C	ontrac	et:	\$	(83,000.00)

						\$	-
			,			\$	-
						\$	. <del></del>
						\$	4
	*					\$	-
						\$	-
						\$	-
						\$	
Change Order #:	1	makes the following	adjustme	ents to	the Contract:	\$	(83,000.00)
Contractor Accepted:	CB&I Storaç	ge Tank Solutions LLC	<u> </u>	Reco	ord of Change Orders:		
- My		3/11/2024		Ori	ginal Contract Amount	\$	9,751,758.59
Signature		Date		#	Change Order Date		Amount
				1	March 18, 2024	\$	(83,000.00)
Engineer Approved: _	HDR I	Engineering, Inc.		2		L	
F	Firm Name			3		L	
Sent		3/11/2024		4			11
Signature		Date	0	5		L	
		HM Cla	k	6			
Owner Accepted: _	Ci	ty of Ankeny		7			
				8		┖	
36		Mayor		9		L	
Signature		Title		10		L	
		March 18, 20	024	11			
		Date		12			
Attest for Owner:				13		L	
				14			
		City Clerk	<u> </u>	15			
Signature		Title		400			ef. =
		March 18, 20	024	Revi	sed Contract Amount	_\$_	9,668,758.59
		Date					

From:

Fleming, Scott

Sent:

Tuesday, March 5, 2024 1:09 PM

To:

dclark@ankenyiowa.gov

Cc:

sbuckner@ankenyiowa.gov; Baker, Rob; Graham, Tyler

Subject:

FW: 252422 Ankeny, IA - Fresh Mix Mixing system and catwalk deducts

**Attachments:** 

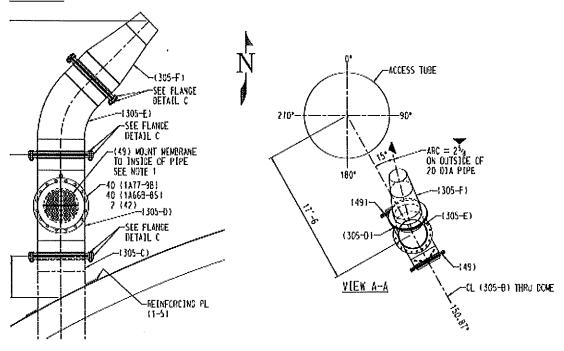
252422 Ankeny Wider Walkway Plan, PDF; 252422 Ankeny Wider Walkway Section. PDF

## Don-

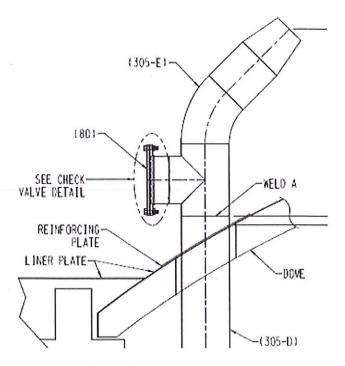
CB&I has provided their proposed FreshMix deduct and walkway deduct options below, with the walkway drawings attached for clarity. They are requesting written direction on how to continue this week with formal documentation (WCD/CO) to follow later.

The options for the flanged vs welded FreshMix deduct are illustrated below:

## **FLANGED**



## **WELDED**



We can discuss this further at the progress meeting at 9am tomorrow, but wanted to get it to you ahead of time. Feel free to contact me to discuss this further.

## Scott Fleming, PE

Project Manager

## **HDR**

D 816-347-1354 M 816-665-2671 Scott.Fleming@hdrinc.com

From: Rockafellow, Drew W < Drew.Rockafellow@mcdermott.com>

Sent: Tuesday, March 5, 2024 12:45 PM

To: Fleming, Scott <scott.fleming@hdrinc.com>; Baker, Rob <Rob.Baker@hdrinc.com>

Cc: Decker, Ken W < Ken. Decker@mcdermott.com>

Subject: RE: 252422 Ankeny, IA - Fresh Mix Mixing system and catwalk deducts

You don't often get email from drew.rockafellow@mcdermott.com. Learn why this is important

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

Here is the summary of deduct pricing for all the options requested. These will meet the contract requirements (AIS).

252422 Ankeny, IA 2.5MG CET		
FreshMix Deduct Options		
Option	Description	Deduct

1	Welded Stainless FreshMix system	-\$80,000.00
2	Welded Stainless FreshMix System w/ CFD	-\$56,000.00
3	Flanged Stainless FreshMix System	-\$41,000.00
4	Flanged Stainless FreshMix System w/ CFD	-\$17,000.00

The AIS requirements greatly increase the costs for switching to flanged connections. Here lately stainless nuts/bolts/washers are very difficult to find and expensive.

252422 Ankeny, IA 2.5MG CET				
Catwalk Options				
Option	Description	Deduct		
1	No change - Full diameter Standard Width Catwalk	\$0.00		
2	Typical Catwalk (Shaft to access tube) Standard Width	-\$9,000.00		
3	Wide Catwalk (Shaft to Access tube)	-\$3,000.00		

Attached is a sketch showing the wide version of the catwalk as requested.

Let me know if you have any questions on these items.

As mentioned out engineer group is to a standstill until we have direction on these items. We need to get things finalized and materials ordered, as AIS increases lead times significantly. Can we please have written direction on how to continue this week with formal documentation (WCD/CO) to follow later?

Thanks,

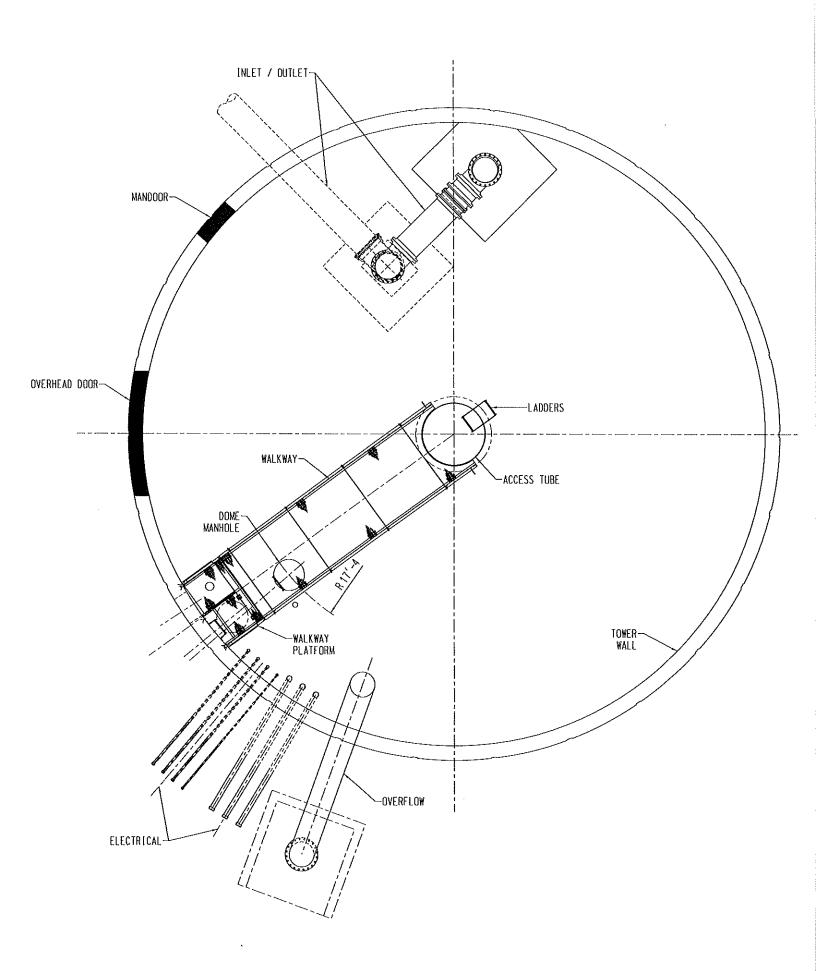
## **Drew Rockafellow**

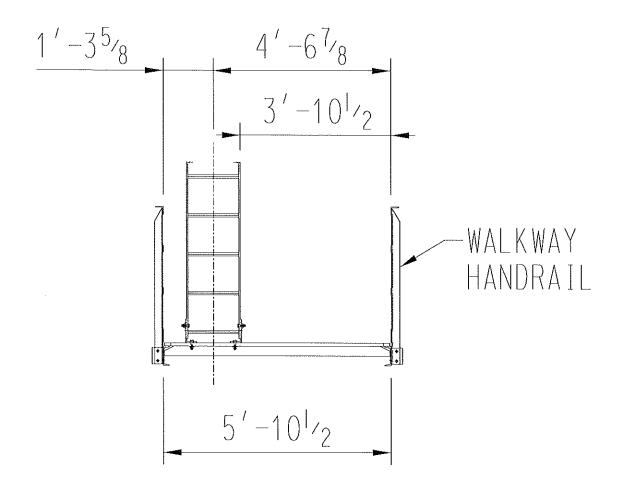
Project Manager

Office: +1 815-439-4460 Mobile: +1 205-919-9415

14109 S. Route 59 | Plainfield, IL 60544-8984 | USA









## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	

## SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$29,500.00 with Foth Infrastructure and Environment (Foth) for preliminary design engineering services for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project.

## **EXECUTIVE SUMMARY:**

The City has engaged Foth for the preliminary design engineering services for the NW State Street Extension project. The preliminary design plans will be provided to developers as land is developed around the future NW State Street Extension project in order to reduce potential conflicts and cost increases for the future City project. Amendment #1 expands the preliminary design services to include additional design coordination with CDA regarding the proposed Hope Crest Plat 1 development and storm sewer design impacting the NW State Street Extension project.

The scope of the preliminary design engineering services and the corresponding fees are shown in the attached Amendment #1 to the Professional Services Agreement. The original Agreement is also attached

for reference.

The fee for the additional engineering services is \$29,500.00. The original Professional Services Agreement is \$473,400.00 Adding Amendment #1 increases the total contract amount to \$502,900.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Foth in the amount of \$29,500.00 for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project.

## FISCAL IMPACT: No

The preliminary design services for the project was included in the 2023 CIP. The project is included in the 2024 - 2028 Capital Improvement Program as a High Priority Project for future final design and construction.

## CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$29,500.00 with Foth Infrastructure and Environment (Foth) for design engineering services for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project, and authorize the Mayor to execute said agreement..

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

March 6, 2023: Council approved Professional Services Agreement with Foth for design engineering services of the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project.

# PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION: ATTACHMENTS: Click to download

- ☐ Amendment #1
- Professional Services Agreement

## PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

## NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection

This **AMENDMENT**, made and entered into this <u>18<sup>th</sup></u> day of <u>March</u>, 2024, by and between the **CITY OF ANKENY**, **IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT**, **LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the <u>NW State Street Extension – NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection hereby amends the original AGREEMENT dated March 6, 2023 as follows:</u>

#### 1. SCOPE OF SERVICES

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

## 2. SCHEDULE

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

#### 3. COMPENSATION

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

#### I. Basic Services of the Consultant

Project Coordination Preliminary Design	\$ \$	2,500.00 27,000.00
TOTAL	\$	29.500.00

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

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

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC	CITY OF ANKENY, IOWA
BY: Andy S. Floy, P.E. Lead Civil Engineer	BY: Mark E. Holm Mayor
WITNESS	ATTEST
Patrik P. Kuster	
Name: Patrick Kueter, P.E.	Name: <u>Michelle Yuska</u>
Title: Client Director	Title: City Clerk

## Attachment No. 1 Scope of Services

#### I. BASIC SERVICES OF THE CONSULTANT

## A. Project Coordination

The Consultant will complete the following project coordination tasks.

## 1. Design Development Meetings

Additional meetings and review of the Hope Crest development. Prepare minutes of meetings and keep documentation of other communications.

## 2. Project Management (Three (3) months, February – April 2024)

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

## B. Preliminary Design (60% Complete)

The Consultant will perform preliminary design modifications based on information received from CDA on the Hope Crest development preliminary design. The work to be performed by the Consultant will consist of the following tasks:

## 1. NW State Street Profile modification

The profile of NW State Street will be modified to a grade that matches closely to that provided by CDA adjacent to Hope Crest Plat 1. Other modifications will be made to coordinate key elevations given in order to outlet the storm water into channels that flow into the Hope Crest detention ponds.

## 2. NW 43rd Street and NW Abilene Road Roundabouts Profile modifications

The profiles of the roundabouts at NW 43<sup>rd</sup> Street and NW Abilene Road will be modified to align with the changes made to the NW State Street profile. Each roundabout will require 9 profiles to be modified (1 center profile, 4 entry profiles, and 4 exit profiles) for a total of 18 profiles.

## 3. Culvert Modifications

Culvert locations, drainage areas, sizes, and flowlines will be updated based on the new NW State Street profile and the locations provided by CDA to outlet into channels that flow into the Hope Crest planned detention ponds.

## 4. Storm Sewer Modifications

Storm sewer layout will be updated using new NW State Street and roundabout profiles. Sizing and Outlets locations will correlate to the Hope Crest master plan provided by CDA.

## 5. Analysis of Existing Storm Sewer

It was determined the existing storm sewer system at  $36^{th}$  Street is undersized and needed to be analyzed to determine the capacity of the system and the amount of surcharge at the connection point. Analysis will provide planned surcharge amount to establish a drainage easement requirement on future developments.

## 6. Preliminary Plan Preparation

Changes from the design elements listed above will be updated in the following sheet series for the 60 percent Preliminary Plan Submittal.

- · D Sheets and E Sheets
- M Sheets
- K Sheets

# Attachment No. 2 Schedule

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

I. Preliminary Design

November 2023 to April 2024

## Attachment No. 3 Standard Rate Table

# FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	<b>HOURLY RATE</b>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - 181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

## **REIMBURSABLE EXPENSES**

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

## **ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection

This Agreement is made and entered into this 6th day of March 2023, by and between the CITY OF ANKENY, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC., (Fed. I.D. #20-5814224), a limited liability company licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

## 1. SCOPE OF SERVICES

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

## 2. SCHEDULE

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

## 3. COMPENSATION

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

## I. Basic Services of the Consultant

_~	ord dor tridde or tire dorrountaint	
A.	Project Coordination	\$ 61,000
В.	Design Surveys and Mapping	\$ 99,000
C.	Traffic Engineering Services	\$ 68,000
D.	Functional Design	\$114,600
E.	Environmental Services	\$ 24,800
F.	Preliminary Design	\$106,000
	TOTAL	\$473,400

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## 4. INSURANCE

- A. Consultant shall provide insurance as specified in the City of Ankeny Insurance Requirements For Professional Services provisions attached to and made part of this Agreement.
- B. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

## 5. NOTICE

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

FOR THE CITY: FOR THE CONSULTANT:

Name: City of Ankeny Name: Foth Infrastructure and Environment, LLC

Attn: Mitch Wedell, P.E. Attn: Andy Floy, P.E.

Address: 1210 NW Prairie Ridge Drive Address: 8191 Birchwood Court, Suite L

City, State: Ankeny, IA 50023 City, State: Johnston, IA 50131

## 6. GENERAL COMPLIANCE

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

## 7. STANDARD OF CARE

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

#### 8. INDEPENDENT CONTRACTOR

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

#### 9. NON-DISCRIMINATION

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

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

#### 10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

#### 11. ASSIGNMENT

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

## 12. APPROPRIATION OF FUNDS

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

## 13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

## 14. OWNERSHIP OF CONSULTING DOCUMENTS

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

## 15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

#### 16. COMPLIANCE WITH FEDERAL LAW

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

### 17. SOLICITATION AND PERFORMANCE

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

## 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph 3 of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with the contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## 19. TAXES

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

## 20. SEVERABILITY

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

## 21. MISCELLANEOUS HEADINGS

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

## 22. FURTHER ASSURANCES

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

## 23. COUNTERPARTS

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

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

Foth Infrastructure and Environment, LLC	CITY OF ANKENY, IOWA
BY: Andy Flay	BY:  DocuSigned by:  ACQE47CBE956471
Andy S. Floy, P.E. Lead Civil Engineer	Mark Holm, Mayor
WITNESS	ATTEST DocuSigned by:
Molly Jong	Michelle Yuska TE497FC63C464A9
Name: Molly D. Long, P.E.	Name: Michelle Yuska
Title: Lead Civil Engineer	Title: City Clerk

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## ATTACHMENT 1 SCOPE OF SERVICES

The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project consists of the preliminary design of NW State Street north from NW 36<sup>th</sup> Street to existing NW Irvinedale Drive at the NW 54<sup>th</sup> Street intersection, approximately 9,100 linear feet. The NW State Street alignment will be based on Concept 1 in HDR's Final Technical Memo for the NW State Street Extension Study completed in 2017. The Consultant will complete a traffic study for Concept 1 that includes traffic model development, capacity and operational analyses, and recommended improvements. The Consultant will complete project coordination activities, design surveys, boundary surveys, geotechnical exploration, functional roadway design, and preliminary roadway design. Services will also include traffic signal design, environmental services, storm sewer, and water main. This scope of services is based on the following project assumptions:

## **Project Assumptions**

- The conceptual design work previously completed by HDR as part of the NW State Street Extension Study (November 2017) will be used as a basis to begin preliminary design. The recommended alignment is Concept 1.
- The traffic study will follow the City's *Traffic Impact Study Requirements for Proposed Developments* memorandum dated September 2019.
- The traffic study limits are NW Irvinedale Drive on the west, NW 36<sup>th</sup> Street on the south, NW Ash Drive on the east, and NW 54<sup>th</sup> Street on the north.
- All traffic count information will be provided by the City. The background traffic conditions from Snyder & Associates Exhibits 4, 5, and 6 will be used.
- The phased build-out described in the HDR study will be used as a basis for the roadway typical cross-section of NW State Street. Both the interim build condition and the full build condition will be considered in the preliminary roadway design and estimation of construction costs.
- Survey, environmental services, and preliminary design limits of NW State Street will be from NW 36<sup>th</sup> Street to the intersection of NW Irvinedale Drive at NW 54<sup>th</sup> Street.
- The current Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications shall apply to design work on this project.
- A northbound left turn lane, northbound right turn lane, and other capacity needs on NW State Street at NW 36<sup>th</sup> Street will be included in the preliminary design.
- Roundabout geometric concepts will be developed for the intersections of NW State Street with NW 43<sup>rd</sup> Street, NW Abilene Road, NW Irvinedale Drive, and NW 54<sup>th</sup> Street.
- A 12-inch water main will be designed along the east and north sides of NW State Street from NW 36<sup>th</sup> Street to NW Abilene Road.
- Storm sewer preliminary design limits will be from NW 36<sup>th</sup> Street to the intersection of NW Irvinedale Drive at NW 54<sup>th</sup> Street.
- The project will incorporate City fiber optic conduit(s) within the limits of the project.
- Project functional design, including vertical profile, will be completed by end of August 2023. Preliminary design will be completed by end of October 2023.

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

#### I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant all information available with respect to the City's requirements, including any special or extraordinary considerations

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

for the Project or special services needed, and to make available pertinent existing data. The Consultant shall provide the following basic services regarding the Project.

## A. Project Coordination

The Consultant will complete the following project coordination tasks.

## 1. Design Development Meetings

Maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings at the Public Services Building that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Design Criteria/Project Kickoff One (1) meeting
- Functional Design Phase One (1) meeting
- Preliminary Design Phase One (1) meeting

There is one (1) additional meeting included for miscellaneous purposes and it is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

- 2. Public Information Meetings Task not included.
- 3. Individual Property Owner Meetings Task not included.
- 4. Design Utility Coordination Meetings Task not included.
- 5. Periodic Meetings with Local Elected Officials Task performed by City.

#### 6. Property Impact Display

Prepare a property acquisitions display strip map which will consist of aerial imagery and show the proposed roadway design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent/temporary easement needs. The display will be labeled with key parcel information and reference individual easement square footage areas. The display will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

## 7. Quality Control

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

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

8. Project Management (Eight (8) months, March 2023 – October 2023)

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

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

#### B. Design Surveys and Mapping

Perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

## 1. Control Survey

Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. The City shall supply information on any datums, benchmarks, or control points they want to see utilized in design and plans.

Vertical datum for this survey is relative to NAVD88, computed using Geoid 18. Horizontal datum is NAD83.

Mobile LiDAR and Aerial targets control shall be based on base/rover GNSS survey system to establish coordinates on target points identified to be utilized for the mobile LiDAR and sUAS system. Each photo control point will be observed twice separated by a 3–4 hour window to allow different satellite geometry to verify coordinate accuracy.

## 2. Topographic Survey

a. Small Unmanned Aerial Aircraft System (sUAS) Acquisition Utilizing a sUAS with a 40 megapixel camera equipped aircraft to capture the Drone Study Area (shown below). Overlapping semi-autonomous flights will be conducted at estimated at 350 ft above ground at a flight speed of 7-12 mph to allow sufficient data density and varied collection reference paths in order to prevent data shadowing from objects in project area. The sUAS system is a post-processing kinematic survey-grade sensor equipped for direct-georeferenced imagery collected. Using a combination of Context Capture software and TopoDOT, the LiDAR data will be processed and filtered to remove noise in order to support DTM extraction of the bare-earth model. Ground surveyed observations will be used additionally to help QA/QC the sUAS LiDAR data to confirm it's consistent with project specifications. sUAS operators will be FAA Part 107 certified remote pilots with a current operational certificate rating. The sUAS flight team will be a 2person flight team to include a forward observer for additional site safety and assist the main remote pilot during active flights for equipment management. Also, all staff will wear

## b. Mobile LiDAR

ANSI 107 Class II safety vests.

Utilizing the Riegl VMX-2HA system, mounted on a standard pickup truck, will make multiple passes along each corridor in each direction acquiring LiDAR data and digital imagery within the limits described below. A rolling traffic block shall be implemented during data collection, this approach will help limit "traffic noise" in the scan data, which will block the scanners line-of-sight of the full roadway prism and potentially critical design features. The speed of the mobile LiDAR vehicle, and rolling traffic break, is typically just below the posted speed limit, resulting in minimal disruption to normal traffic flow. The consultant will coordinate rolling traffic blocks with the City.

## c. Traditional Field Survey

This task includes field survey to supplement the sUAS/Mobile LiDAR Survey as necessary for the project design. The task will include surveying features not included in the Photogrammetric/LiDAR Survey Task. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the photogrammetric data for incorporation in the digital terrain model as necessary.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the digital terrain model.

## 3. Utility Survey

Perform utility surveys required for the development of the project. Contact utility owners of record or the "lowa One Call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Utilities will be collected according to ASCE SUE quality levels (Level A-D) and will be shown and described on the plans.

This task consists of field survey indicating the location of utilities within the proposed right-of-way for the project. The Consultant will field locate utility locations established by others. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, and storm sewer (including power poles, pedestals, valves, and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

## 4. Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

#### 5. Right-of-Way Survey

Perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task includes incorporation of property lines, right-of-way lines, easement lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and boundaries of all appropriate parcels within the survey limits.

## 6. Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, easement lines, and property ownership for parcels located within the project limits into the base map. For budgetary purposes, it is assumed that eleven (11) parcels fall within the project limits.

- 7. Preparation of Acquisition Plats and Legal Descriptions Task not included.
- 8. Right-of-Way/Easement Staking Task not included.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## 9. Soil-Boring Location Survey

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately eighteen (18) soil borings.

10. Utility Relocation Staking - Task not included.

## 11. Public Notice of Project

Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipate schedule and contact information. Letter to be drafted by the Consultant and distributed by the City following review and approval.

## C. Traffic Engineering Services

The following tasks are based on discussions with City of Ankeny staff and the requirements of the City's *Traffic Impact Study Requirements for Proposed Developments* memorandum dated September 2019. The Consultant shall review the traffic counts and crashes, conduct traffic operation analysis, conduct a crash analysis, and develop recommendations for roadway improvements.

## 1. Traffic Project Coordination

The project discipline lead will be responsible for task identification, staff scheduling and coordination, traffic project communications, and other important elements of the project. The traffic study project duration is assumed to be approximately twelve (12) weeks.

#### 2. Traffic Review Meetings

Maintain communications with the project development team and various other designated representatives. The project development team will include the City of Ankeny traffic, development, and engineering staff, and the project Consultant. The meetings will serve to establish schedules, promote a dialog between the various entities, improve the decision-making process, and expedite recommendation development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed three (3) meetings will be attended at the Ankeny Public Services Building by two (2) staff members of the Consultant.

## 3. Traffic Model Development & Analysis

The traffic model development and analysis shall incorporate, at a minimum, traffic engineering principles and standards as presented in SUDAS, City standards, and national practices. While preparing the traffic model and analysis, the development of traffic forecasts will follow the forecasting parameters agreed to by the City.

## a. Model Development

Consultant will develop a base Vistro model of the study area for the AM and PM peak hours with 2022 data. City provided information will be used to populate the model. Additional models will be created in Vistro from the base model for future operations. Vistro uses Highway Capacity Manual 6<sup>th</sup> Edition (HCM6) principles to evaluate intersection capacities. For stop-controlled intersections, Highway Capacity Manual (HCM) 2010 methodologies will be used. Sidra software following HCM6 methodologies will be used to assess roundabout intersection control. The Vistro models will be converted to Synchro Version 11 for the model deliverable to the City.

The fourteen intersections identified in the Snyder & Associates 2022 NW State Street Extension study figures 4, 5, and 6, shown in Exhibit 1, will be used to develop the model.

#### b. Land Use

The Consultant will use City provided site plans to determine future land use that may impact traffic volumes for the project area. Programmed improvements to road capacities

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Jowa

will also be coordinated with City Staff. Vistro, a traffic impact assessment software compatible with VISSIM, will be used to create and track the trips generated from existing and potential developments.

## c. Trip Generation and Distribution - Year 2030

The Consultant, with City Staff, will determine if there are any redevelopments in the project area. The Consultant will estimate the volume of traffic expected to be generated by any proposed redevelopments based on trip generation rate data published in the ITE Trip Generation Manual, latest edition. If data for the specific proposed use is not available, or if other sources are used, the City must approve the estimated rates to be used. Traffic will be generated for the weekday AM and PM peak hours. The traffic generation of any existing facilities will be subtracted from the traffic generation of any proposed new facilities to determine the net new trip generation. The net new traffic generation will be distributed to the study area intersections based on the 2022 NW State Street Extension study by Snyder & Associates, figures 4, 5, and 6 shown in Exhibit 1. To estimate growth of background traffic from 2022 to 2030, the City's estimated population growth will be used. The estimated 2018 population is 65,000 residents growing to an estimated 2040 population of 108,000 to 130,000 residents. The background traffic growth will be added to the 2022 traffic to get 2030 base traffic. The generated and distributed traffic will be added/subtracted to the 2030 base traffic and the new volumes will be used as the basis for the 2030 operational analysis. 24-hour volumes from the 2022 NW State Street Extension study by Snyder & Associates will be used to determine the corridor ADT using Iowa DOT expansion factors.

The Consultant will submit a summary of the trip generation, distribution, and assignment to the City for review and approval prior to conducting any traffic operational analysis. After the City accepts the traffic summary or makes recommendations and/or modifications to the trip generation, distribution, or assignment, then the Consultant may proceed with the Traffic Operational Analysis, as outlined below.

## d. Future Trip Generation and Distribution - Year 2045

The Consultant will develop year 2045 traffic projections in the study area for the weekday AM and PM peak hours and the ADT volumes for routes within the study area based above 2030 trip generation development and proposed future land uses. The Consultant will estimate the volume of traffic expected to be generated by any proposed developments from the City provided site plans based on trip generation rate data published in the ITE Trip Generation Manual, latest edition. The trips will be distributed to the road network based on regional traffic patterns established in adjacent completed traffic studies and City Staff guidance. The distributed traffic, along with background traffic growth from 2030 to 2045 based on City population, will be added to the 2030 traffic and the new volumes will be used as the basis for the 2045 operational analysis.

The Consultant will submit a summary of the trip generation, distribution and assignment to the City review and approval prior to conducting any 2045 traffic operational analysis. After the City accepts the 2045 traffic summary or makes recommendations and/or modifications to the trip generation, distribution, or assignment, then the Consultant may proceed with the Traffic Operational Analysis, as outlined below.

## e. Traffic Operational Analysis - Year 2030 & 2045

The Consultant will perform an operational analysis and modeling of the project study area. The modeling will be conducted to serve as a tool to graphically illustrate future roadway improvements and impacts to traffic operation. This section shall include the analysis for corridors and fourteen (14) intersections within the study area.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

After receiving acceptance of the 2030 & 2045 traffic volumes from the City, the Consultant will analyze the study area intersections and corridors for the typical weekday AM and PM peak hours for the following scenarios:

- Opening Day Year 2030 partial build of adjacent developments per developers' currently planned build-out schedule(s).
- Future Year 2045 Conditions full build of adjacent developments

Prepare future traffic level of service analysis to determine the optimal treatment for the identified intersections including, but not limited to, signalized, roundabouts, stop-controlled and closures.

Roundabout analysis is included at the following intersections:

- NW State Street & NW 43<sup>rd</sup> Street
- NW State Street & NW Abilene Road
- NW State Street & NW Irvinedale Drive
- NW State Street & NW 54<sup>th</sup> Street

Performance measures assessing the operation of the system will include delay, volume to capacity ratio, operations of adjacent intersections, maximum queue/storage lengths and control delay.

Sensitivity analysis will be completed to identify when the planned ultimate (4-lane divided with turn lanes) roadway is needed. Uniform growth rates will be used to simulate the varying buildout percentages for certain years. Up to three growth rates will be considered; a low rate for slower growth, a high rate for faster growth including traffic that may come from outside the project corridor, and a middle rate for average growth like Ankeny's current growth. All growth rates will be approved by the City before the incremental analysis is performed.

Recommendations on intersection geometrics, queue storage lengths, signal phasing/timing and other improvements will be made as required to provide LOS 'C' with no major movements subject to average delay greater that 55 seconds per vehicle or better for all traffic movements at the signalized study area intersections. For unsignalized intersections, no controlled major lane group is subject to an average delay greater than 90 seconds per vehicle.

## f. Corridor Analysis

Capacity, speed, flow, and level of service will serve as measures of effectiveness for the corridor analysis. The analysis, using HCM6 procedures will demonstrate the impacts of development on the major road system of the study area and identify any improvements needed.

## g. Signal and Turn Lane Warrant Analysis

The Manual on Uniform Traffic Control Devices (MUTCD) Chapter 4C is used to evaluate traffic signal warrants. Warrants 1, 2, 3, and 7 will be evaluated for the identified potential signalized locations. Per City policy, minor streets are assumed to have two approach lanes.

National Cooperative Highway Research Program (NCHRP) Report 745 (arterial streets) and 457 (collector and local streets, and right turn lanes) are used to evaluate the turn lane warrants.

## 4. Safety Analysis

The safety analysis shall incorporate crash frequency, lowa DOT potential for crash reduction (PCR) measure, and crash patterns at NW 54<sup>th</sup> Street with NW Irvinedale Drive and NW Ash Drive for the last five years. The lowa DOT's ICAT web-based tool will be used. At high crash

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

locations, potential causal factors and possible countermeasures will be determined. The recent improvements at the NW 36<sup>th</sup> Street and NW State Street intersection will be reviewed to determine the potential benefit to safety.

#### 5. Recommendations

The Consultant shall prepare a set of draft recommendations from all above tasks. The Consultant will identify proposed improvements or other techniques/treatments that will mitigate significant changes in operations and safety to meet the City's performance requirements.

## 6. Traffic Study Report

This task consists of preparation of a base traffic report for the study area. The primary focus will be on vehicular and pedestrian circulation patterns along NW State Street including impacts to intersection control. Additional alternative scenarios that need investigation after the initial base report findings are completed will require an amendment for additional engineering services. An electronic copy in Adobe PDF format will be provided to the City.

## a. Traffic Report Outline

The traffic study report submitted to the City of Ankeny shall contain each of the following elements:

- Cover Page with title of the study, client and preparer's name, address, and phone numbers, and submittal date.
- ii. Certification page with an lowa professionally registered engineer's seal and signature.
- iii. Executive Summary
- iv. Introduction
- v. Land Use, Trip Generation, Trip Distribution, and Assignment
- vi. Opening Day and Projected Traffic Volumes
- vii. Operational/Intersection Analysis
- viii. Intersection Control
- ix. Crash Analysis
- x. Conclusions/Recommendations
- xi. Appendix containing supporting analysis information.

## b. Executive Summary

This portion of the report shall present factual and concise information relative to the major traffic issues. Pertinent information in this regard shall include a brief overview of the project, a short discussion of the expected operations, and a summary of the measures necessary to mitigate the operations.

#### c. Introduction

The introduction portion of the report shall contain the following:

- i. Project Description: This section shall contain a description of the project. This would include the type of facilities which are located within the study area.
- Land Use, Site and Study Area Boundaries: This section shall contain a brief description of the general terrain features, and the site location oriented within the City.
- iii. The study area limits have been approved by the City. A vicinity map which shows the study area boundaries in relationship to the surrounding transportation system will be included.
- iv. Opening Day and Proposed Roadways and Intersections: This section will identify existing roadways, lanes, geometry, and volumes on City roadways. Any agency programmed or planned roadway improvements should also be identified. An exhibit will be prepared showing opening day AM and PM peak hour turning traffic volumes.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## d. Land Use, Trip Generation, Trip Distribution, and Assignment

This section will include a summary table listing each type of land use, the size of the parcels involved, the average trip generation rates used (total daily traffic, a.m. and p.m. peaks, the resultant total trips generated, any pass-by trips as appropriate, and the source of the trip generation rates). The approach and departure directions for the generated traffic in the study area will also be included in this section. The technical methodology and assumptions in developing these will be clearly stated. The Consultant will incorporate trips generated by future changing land use of the project area into the distribution and assignment of the future years. All assumptions will be documented.

The following exhibits will be prepared as part of this section:

- Opening Day Year 2030 generated AM and PM peak hour turning traffic volumes.
- Opening Day Year 2030 total daily traffic volumes (generated plus background).
- 2045 future generated AM and PM peak hour turning traffic volumes.
- 2045 future total daily traffic volumes (generated plus background)

## e. Existing and Projected Traffic Volumes

#### **Existing Traffic**

The Consultant will use 2022 peak hour traffic counts within the study area provided by the City from Snyder & Associates as the base case to develop forecasted traffic.

## Opening Day and Future Traffic Forecasts

The Consultant will develop traffic forecasts in coordination with City for the routes within the study area that reflect the long-range plans. These forecasts will include side road, mainline, and arterial volumes including turning movements. The Consultant will use the development plans provided by the City to review future land use and to estimate locations of future development that may impact traffic volumes for the corridor.

The forecasted background traffic growth will be determined based on the method described in the City's memorandum. The forecast will describe Average Daily Traffic and design hour volumes for the proposed study area. The design hour volumes will include AM and PM peak hour. The design hour volumes forecast for the long-range plan will be agreed to by the City and the Consultant prior to continuation with subsequent tasks.

The following exhibits will be prepared as part of this section:

- Opening Day Year 2030 AM and PM peak hour turning traffic volumes.
- Full Build 2045 Future AM and PM peak hour turning traffic volumes.

## f. Operational/Intersection Analysis

This section will include summary tables of the analysis results for all intersections and commercial or multi-family driveways and for other major roadway intersections within the study area. The AM and PM peak hours will be shown for background and projected conditions. The goal of this section is to indicate performance and needs at these locations by growth scenario. All supporting calculations will be provided within the Appendix.

The following exhibits are included in the report:

- Opening Day Year 2030 LOS and delay -AM and PM peak hour.
- Future Year 2045 Projected Conditions Future year traffic volumes and peak hour LOS analysis of study area and intersections.

## g. Intersection Control

This section will present the details of each intersection location along with geometry, type of control (i.e. stop control, traffic signal, roundabout, etc.). The Manual on Uniform Traffic Control Devices (MUTCD) will be a basis for selection of type of control and the supporting analysis will be included in the Appendix.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## h. Crash Analysis

This section will summarize the crash history at two intersections within the study area and at one intersection present the potential benefit to safety for the recent improvements.

#### Conclusions/Recommendations

This section will summarize the identified proposed improvements to meet the City's performance requirements for all movements and scenarios associated with the corridor. As a minimum, these include:

- A written list of recommended improvements for both roadways and intersections.
- An exhibit showing all recommended improvement locations and the type of improvement.

## j. Conceptual Roundabout Layout

If a roundabout is recommended at any of the four intersections in Section C.3.e, a high level conceptual horizontal layout will be designed to determine potential right-of-way impacts and other design effects. A more detailed design would be completed during the functional design phase.

## k. APPENDIX

This section shall include all relevant study data collected, analysis reports, and other relevant findings. The pages shall be organized into sections.

## D. Functional Design (30% Complete)

Complete functional design for the street improvements based on the approved Conceptual Design. The primary focus will be on refinement of the geometric plan developed during the Conceptual Design and refine/incorporate vertical profiles, existing and proposed utility locations, right-of-way requirements, and proposed property impacts.

## 1. Finalize Design Criteria Technical Memorandum

Review design criteria developed during the Conceptual Design and provide any needed recommendations. Criteria will conform to the City, SUDAS and AASHTO Standards and will be in English units. The criteria to be addressed include:

- · Functional classification and design type.
- · Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Preferred Clear Zone/Acceptable Clear Zone requirements.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

## 2. Finalize Typical Sections

Review typical sections for the mainline street improvements in consultation with the City. Prepare typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identify potential storm sewer, sanitary sewer, water main and other utility locations in the typical roadway sections. Typical sections for both the full build (4-lane) and interim condition (2-lane) will be developed.

#### 3. Develop Functional Geometrics

Develop preliminary roadway and intersection geometrics for the project. This task includes design vehicle turning templates at five (5) intersections: NW 36<sup>th</sup> Street, NW 43<sup>rd</sup> Street, NW Abilene Drive, NW Irvinedale Drive, and NW 54<sup>th</sup> Street. Task also includes roundabout geometry at intersections determined by the traffic report.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

4. Finalize Horizontal Alignments and Vertical Profiles
Utilizing the Conceptual Design; develop horizontal alignments and vertical profiles for the mainline based on the Design Criteria Technical Memorandum.

## 5. Water Main Design

Develop water main alignment and determine location of hydrants, valves, water services and other key connections.

## 6. Storm Sewer and Drainage Culvert Layout

Develop storm sewer network and culvert design in association with roadway improvements. This task includes hydrological and hydraulic analysis of seven (7) crossroad culverts anticipated to be reinforced concrete pipe.

7. Sanitary Sewer Design - Task not included.

## 8. Utility Research

Contact the utility companies, including City utilities, for information within the project corridor regarding transmission, distribution, and service laterals. This includes information related to existing facilities and facilities planned for construction during design.

## 9. Prepare Functional Design Plans (30% Complete)

Based on functional design task, prepare functional design level plans depicting proposed grading, drainage, paving, utility relocation, and other features of the project. The functional design plans will include but not be limited to the following:

- Typical Cross Section Sheets: Develop and assemble typical cross sections to be used for
  the proposed improvements as well as a preliminary determination of the limits that each
  typical section will apply. The typical cross sections will include but not be limited to the
  proposed grading, drainage, and paving improvements for both interim and full build
  conditions.
- Plan and Profiles Sheets: Develop functional plan and profile sheets that show the existing
  topography along with the proposed improvements based on the proposed horizontal and
  vertical alignments. These sheets will be in the form of a colored strip map that includes
  aerial photography. Proposed right-of-way and construction easement limits based on the
  catch point lines will be shown. Included will be the necessary CADD work to show the
  functional design features for the proposed improvements.
- Intersection Geometrics Turning Movement Sheets: Develop intersection geometric plans
  that accommodate design vehicle turning movements. Show vehicle turning movement
  path, major intersection return geometry, lane widths and auxiliary lane lengths. Design
  vehicles will be determined with the Design Criteria Memo.
- Detailed Cross Sections Sheets: Develop and assemble detailed cross sections (50' intervals) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

## 10. Functional Plan Field Review

Prepare materials for a field review, participation in the field review, and reviewing results of the field review with the City.

## 11. Functional Budget Review

Prepare opinion of probable construction cost for the project and compare the cost to the City's current project budget for both interim and full build conditions. Make recommendations pertaining to modifications to the project if necessary to address budgetary concerns. Cost

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

## 12. Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of the functional design. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the functional plan set to the project team. Review the functional engineering plan set for technical accuracy, as well as for general conformance with the project design criteria.

## E. Environmental Services

The Consultant will complete the following environmental services as part of the Project.

#### 1. Wetland and Water of the U.S. Delineation

Perform a wetland and Waters of the United States (WUS) delineation of the project area utilizing previously collected delineation data. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.). Review previous Delineation Reports in the project area.
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
  - Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
  - Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
  - o Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries
  of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may
  be needed to identify wetland boundaries. Fees for standard surveying have not been
  included in this proposal.
- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and WUS Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

## 2. Threatened & Endangered Species Habitat Assessment

The Consultant will review the U.S. Fish and Wildlife Service (FWS) Endangered Species List to evaluate potential Threatened and Endangered (T&E) species in the project area and will perform a field review to evaluate whether suitable habitat for the listed T&E species is present. If needed for USACE permitting documentation, the Consultant will prepare a letter report summarizing the findings of the habitat assessment.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## 3. Section 404 Permit Application and Mitigation Plan

If jurisdictional wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, lowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The Consultant will prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project. The Consultant will contact wetland/stream mitigation banks within the appropriate service area regarding the purchase of credits for wetland and WUS impacts. The Consultant will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

## 4. Phase I Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

## F. Preliminary Design (60% Complete)

The Consultant will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. Incorporate potential elements that may affect corridor improvements, including property impacts. The preparation of preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project.

The work to be performed by the Consultant under the Preliminary Design phase will consist of the following tasks for both interim and full build conditions:

#### 1. Preliminary Storm Sewer Design

Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop storm sewer system layout plan and major crossroad culverts based on Chapter 2 SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical Profiles are not developed as part of this task.

#### 2. Preliminary Access and Site Development Modification Design

Develop preliminary design layout for access and site development modifications. The recommended full access spacing identified in the HDR extension study is 660 feet. Analyze the effects the proposed improvements will have on drainage, grades, and on-site traffic circulation patterns. This task also includes recommendations concerning the grading and sloping easement along with the landscape buffer easement for Pheasant Trail Plat 1.

## 3. Preliminary Lighting Layout

Develop preliminary layout along NW State Street. Task consists of selection of lighting poles and fixture type. Layout will be shown on plan/profile sheets.

#### 4. Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for purposes of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer and all private utilities including gas, electric and communications.

## 5. Identify Acquisition Requirements

The Consultant will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development. The requirements will take into

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

consideration proposed utilities, construction staging and access, utility relocations and other critical construction elements.

## 6. Soil Borings (Subconsultant Terracon Consultants, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after the proposed roadway alignment has been selected. This task includes mobilization of truck and all terrain drilling equipment, traffic control, utility locations (lowa One Call), drill and sample eighteen (18) roadway test borings 10 to 15 feet deep (500-ft approximate spacing), laboratory testing, engineering analysis and written report. Engineering analysis shall include site grading, slope stability, embankment/culvert settlement, subsurface drainage, subgrade preparation, granular subbase thickness design, and pavement thickness design.

## 7. Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The preliminary plans will include but not be limited to the following tasks:

- Title and General Information Sheets (A Sheets)
   This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.
- Preliminary Typical Cross Sections (B Sheets)
   This task consists of revising the Typical Cross Sections to be used for the proposed improvements as well as making a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage, and paving improvements.
- Preliminary Estimate of Quantities (C Sheets)
   This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.
- Preliminary Plan and Profile (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the proposed horizontal and vertical alignments. Proposed right-of-way and construction easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The preliminary street lighting layout will be shown on the D and E sheets.

## Survey Sheets (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

- Preliminary Right-of-Way (H Sheets)
   The preliminary plans will include an ownership reference plan exhibit showing general parcel information.
- Preliminary Geometric and Staking (L Sheets)
   Develop and refine geometric layouts and provide additional horizontal survey information needed to construct the intersections.

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## • Preliminary Storm Sewer Layout (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.

## Preliminary Water Main Layout (MWM Sheets)

This task consists of the development of water main plan and profile sheets that will show the existing topography, proposed improvements, water main profile, hydrant, and valve locations.

## Preliminary Traffic Signal Equipment Layout (N Sheets)

This task consists of preliminary layout of the major traffic signal equipment at the following intersection(s) with NW State Street: NW 36<sup>th</sup> Street, NW Irvinedale Drive, NW 54<sup>th</sup> Street, and NW Abilene Road. City fiber optic conduits shall be shown and labeled on the plan and profile sheets.

Preliminary Pavement Marking and Signing Sheets (PM Sheets)
 Develop pavement marking and traffic signing plans to be placed into service following construction.

## Accessible Curb Ramp Design (S Sheets)

Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations and identify sidewalk width and passing spaces within the corridor. Vertical profiles are not developed as part of this task.

## Preliminary Cross Sections (W and X Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments and at critical locations) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

#### 8. Preliminary Field Review

This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

## 9. Budget Review

Prepare a preliminary opinion of probable construction cost for the project for both the full build and interim condition and compare the cost to the City's current Project budget. The Consultant will, if necessary, make recommendations pertaining to modifications to the Project to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

## 10. Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the project team. Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

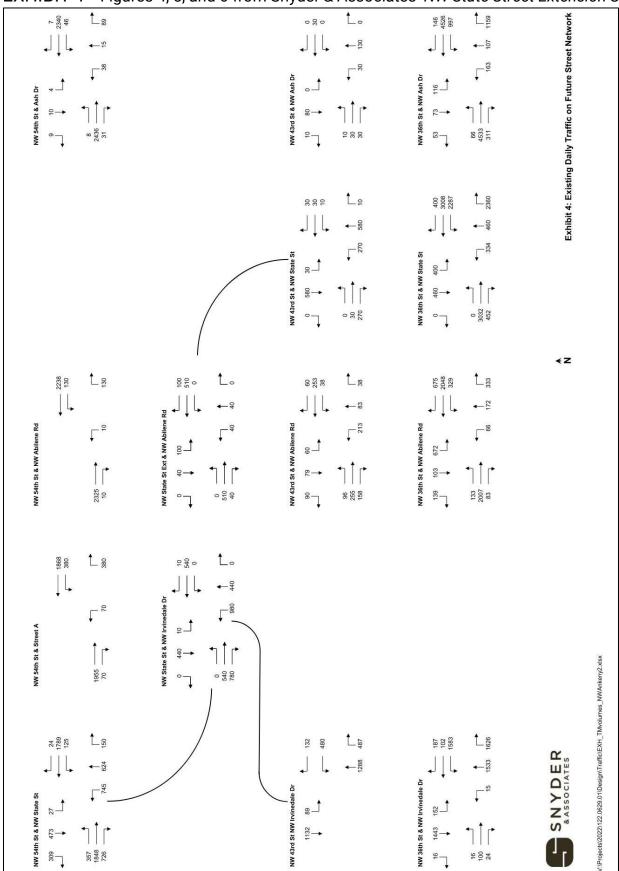
NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

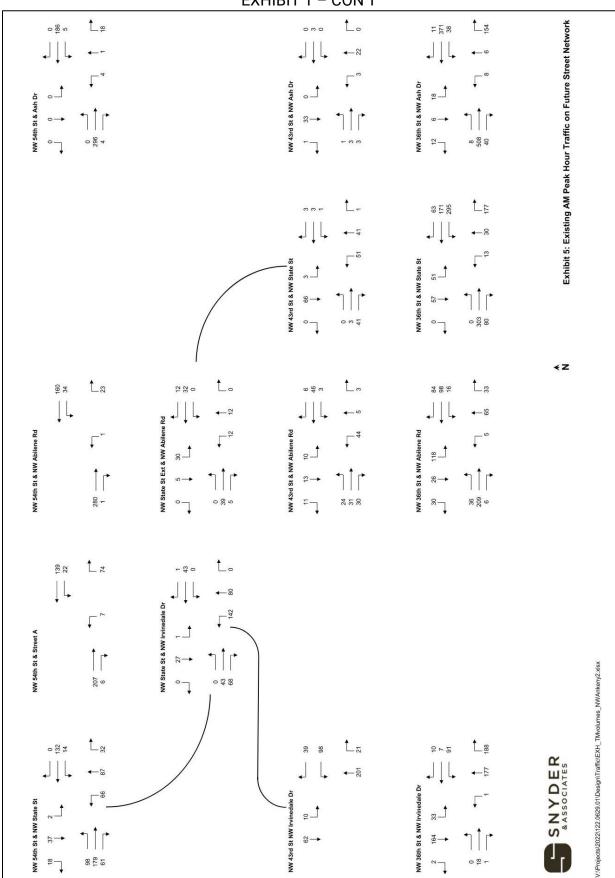
- 1.) Additional traffic analysis of changes to roadway alignment.
- 2.) Final Construction Plans and Specifications
- 3.) Wetland Mitigation and Permitting Services
- 4.) Final Culvert Design
- 5.) Sanitary Sewer Design, besides what is stated in the scope of services.
- 6.) Traffic Control and Construction Staging
- 7.) Real Estate Services
- 8.) Acquisition Plats and Descriptions for Right-of-Way and Permanent/Temporary Easements
- 9.) Right-of-Way Negotiations
- 10.) Preparation of Project Permitting Documentation
- 11.) Contaminated Soils Investigations
- 12.) Retaining Wall Structural Design
- 13.) Street Lighting Photometric and Circuit Design
- 14.) Streetscape Design
- 15.) Subsurface Utility Investigations
- 16.) Project Letting Services
- 17.) Construction Period Services (Administration, Observation, Testing, and Survey)

## EXHIBIT 1 - Figures 4, 5, and 6 from Snyder & Associates' NW State Street Extension Study



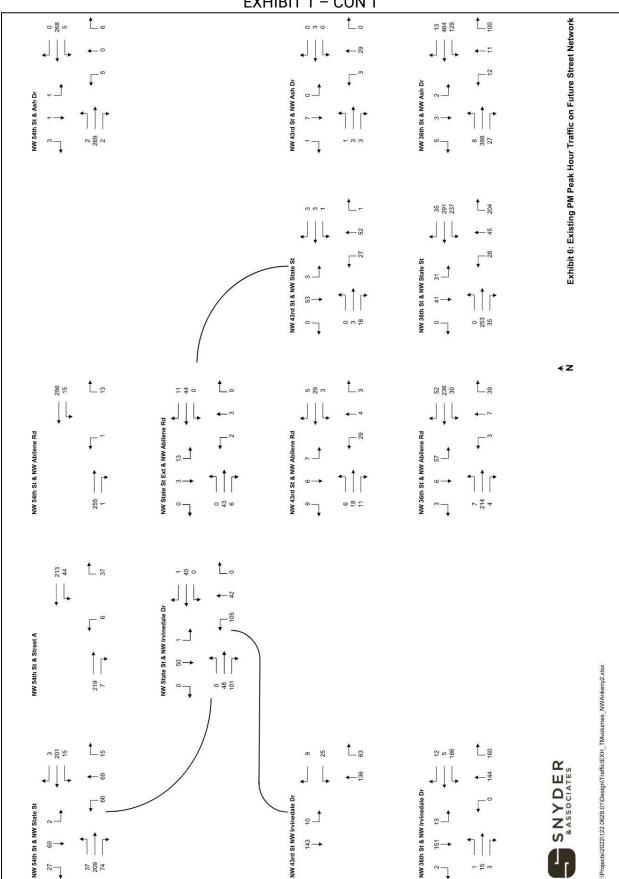
Date: March 6, 2023

#### EXHIBIT 1 - CON'T



Date: March 6, 2023

#### EXHIBIT 1 - CON'T



Foth Infrastructure and Environment, L.L.C. Project No. 23A007.00 Date: March 6, 2023 NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

### ATTACHMENT 2 PROJECT SCHEDULE

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

Anticipated Contract Approval Design Surveys and Mapping Traffic Study Functional Design Preliminary Design March 2023 March 2023 - April 2023 March 2023 - June 2023 July 2023 - August 2023 September 2023 - October 2023 Foth Infrastructure and Environment, L.L.C. Project No. 23A007.00 Date: March 6, 2023

NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection Ankeny, Iowa

## ATTACHMENT 3 SCHEDULE OF FEES

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

CLASSIFICATION	<b>HOURLY RATE</b>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$1127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

#### **REIMBURSABLE EXPENSES**

- 1. All materials and supplies used in the performance of work on this project will be billed at cost.
- 2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
- 3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

#### **ADJUSTMENTS TO FEE SCHEDULE**

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



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	

#### SUBJECT:

Consider motion to approve Amendment #1 to Professional Services Agreement increasing the contract amount by \$334,200.00 with Snyder & Associates, Inc. for final design engineering, property acquisition, and bidding services for the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

#### **EXECUTIVE SUMMARY:**

Snyder & Associates, Inc. has completed the survey and preliminary design of the N Ankeny Boulevard Improvements - 1st Street to 11th Street project. The Public Works Department proposes to continue using Snyder & Associates, Inc. for the final design engineering, property acquisition, and bidding services for the project.

The scope of Amendment #1 includes the following items:

- Project Administration and Coordination
- Traffic Analysis
- Final Design and Plans (roadway, right-of-way & easements, staging & traffic control, intersections,

traffic signal & fiber optic, pavement markings, lighting, signing, sidewalks, pedestrian ramps, retaining walls)

- Utility Coordination
- Public Information Meeting (PIM)
- Permitting
- Bid Period Assistance
- Acquisition and Easement Plats
- Right of Way Services
- Temporary Easement Exhibits
- Project Data Book (Property Valuation), Appraisals, and Review Appraisals
- Test Holes Potholing

The complete scope of the final design engineering, property acquisition, and bidding services and the corresponding fees are shown in the attached Amendment #1. A copy of the original Professional Services Agreement, approved October 2, 2023, is also attached for reference.

The fee for the final design engineering, property acquisition, and bidding services is \$334,200.00. The original Professional Services Agreement for the survey and preliminary design engineering services is \$282,300.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract amount to \$616,500.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$334,200.00 for the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

#### FISCAL IMPACT: No

The final design engineering, property acquisition, and bidding services are included in the City's 2024-2028 Capital Improvement Program for 2024.

#### CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$334,200.00 with Snyder & Associates, Inc. for final design engineering, property acquisition, and bidding services on the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

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

October 2, 2023: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for survey and preliminary design engineering services on the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

# PUBLIC OUTREACH EFFORTS: ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

△ Amendment #1

Professional Services Agreement



## AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT ANKENY, IOWA EXHIBIT A – SCOPE OF SERVICES

This Amendment entered into this 18<sup>th</sup> day of March 2024, to the Professional Services Agreement dated October 2, 2023, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc., hereinafter referred to as the "PROFESSIONAL".

This Amendment is associated with the Final Design and Right-of-Way Acquisition Services for the North Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street Project, hereinafter referred to as the "PROJECT".

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

#### I. SCOPE OF WORK

#### **GENERAL**

Replace with the following:

- 2. Installing dedicated right turn lanes at all four legs of the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street except on the east leg of 11<sup>th</sup> Street. Full depth patches and/or full depth roadway replacement along 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street adjacent to the right turn lane lengths will be included at locations of existing pavement deterioration.
- 4. Installing new traffic signals with accessible pedestrian signals (APS) and pedestal poles, as needed at the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. Fiber optic interconnect was installed in 2022 and will not be required except for potential utility relocation conflicts and connections to new cabinets and possible handhole adjustments.
- 5. Installing irrigation and landscaping improvements at the four corners of the 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street intersections with N Ankeny Boulevard.
- 7. Construction is anticipated to occur in 2025 and will be staged so through traffic will be maintained at all times on U.S. Highway 69/N Ankeny Boulevard. 5<sup>th</sup> Street and 9<sup>th</sup> Street shall not be closed at the same time through construction.

#### A. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

#### 1. PROJECT ADMINISTRATION AND COORDINATION

Add the following paragraph:

g. Final design shall consist of the addition of three (3) Project Management Team (PMT) meetings between the PROFESSIONAL, the CLIENT, and the Iowa DOT (as necessary).

#### 2. SURVEY AND BASE DRAWINGS

No Changes

#### 3. TRAFFIC STUDY, ICAAP

Add the following paragraph:

- a. Traffic Study
  - 6. The mid-block intersection located approximately 400' north of 1st Street will be converted from a full access intersection to a right in right out intersection. The PROFESSIONAL shall perform additional turn lane restriction analysis for this intersection and adjacent intersections to determine the impact the full access closure will have on adjacent intersections.

#### 4. PRELIMINARY DESIGN AND PLANS – TRANSPORTATION

No Changes

#### 5. FINAL DESIGN AND PLANS – TRANSPORTATION

Replace with the following:

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

a. Title sheet and typical sections and details (A & B Sheets).

- b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).
- c. Roadway plan and profile sheets with horizontal alignments, vertical profiles, and construction limits. These sheets shall also include storm sewer, water main, and sanitary sewer plan and profile sheets for adjustments and relocations. (D and E Sheets).
- d. Removal sheets (F-Sheets).
- e. Survey benchmark information and alignment data (G-Sheets).
- f. Existing and proposed Right-of-Way information (H and HE-Sheets).
- g. Staging and traffic control plans, details, and notes (J-Sheets).
- h. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).
- i. Traffic signal and fiber optic plans (N-Sheets).
- j. Pavement marking, lighting, and signing sheets. The PROFESSIONAL shall design and prepare a final street lighting plan along the corridor. The CLIENT will submit the lighting layout to MidAmerican Energy, which will prepare and submit a proposal to the CLIENT for the street lighting installation. (PM-Sheets).
- k. Storm water pollution prevention plan (RC, RR, and RU-Sheets).
- 1. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).
- m. Earthwork tabulation sheets (T-Sheets).
- n. Irrigation conduit plan and alignment for the future landscaping beds at the intersections (U-Sheets).
- o. Retaining wall plan and profile sheets (V-Sheets).
- p. Mainline and side road cross-sections at 25-foot intervals (W & X Sheets).

The PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT, including Iowa DNR Water Supply, NPDES, and Iowa DOT Work in Right-of-Way permits. The PROFESSIONAL's

expenses related to the permitting and publishing fees are included under ADDITIONAL SERVICES.

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

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

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

The PROFESSIONAL shall utilize the Iowa DOT standard specifications for the Final Plans and construction documents.

The PROFESSIONAL shall prepare digital surface models only of the proposed right turn lane improvements. These will be made available to the contractor and potential bidders for their use.

#### 6. PRELIMINARY DESIGN AND PLANS – TRAFFIC

No Changes

#### 7. FINAL DESIGN AND PLANS – TRAFFIC

Replace with the following:

The PROFESSIONAL shall utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for full replacement of traffic signal installations at the N Ankeny Boulevard intersections with N 5<sup>th</sup> Street, N 9<sup>th</sup> Street and N 11<sup>th</sup> Street. Services provided will include the following:

- a. Prepare traffic signal check plans and provide to the CLIENT after needed utility exploration has been completed. Plans will include temporary traffic signals and/or modifications needed to accommodate proposed construction staging. Check plans are anticipated to include the following:
  - i. Signal Notes and Estimated Quantities Sheet
  - ii. Signal Layout Sheets
  - iii. Signal Wiring and Phasing Sheets
  - iv. Signal Details Sheets

- v. Temporary Traffic Signal Sheets
- vi. Fiber Optic Communications Modifications (if needed).
- b. Prepare cost opinion for proposed traffic signal improvements.
- c. Prepare Iowa DOT traffic control device permit applications for planned signal installations.
- d. Prepare traffic signal special provisions or plan notes, as needed, to supplement SUDAS or Iowa DOT specifications.
- e. Prepare a Public Interest Finding (PIF) Request for proprietary signal equipment specified.
- f. Complete final plans, based on CLIENT comments received.

#### 8. PRELIMINARY DESIGN AND PLANS – LANDSCAPING

Replace with the following paragraphs.

The PROFESSIONAL shall provide preliminary irrigation and landscape design services (60% completion of design) for proposed improvements. These services include the following:

- a. The PROFESSIONAL shall prepare schematic irrigation plans of the raised intersection planter areas showing proposed irrigated areas, preliminary mainline irrigation and electrical routing, points of connection, and conduit locations for the proposed irrigation systems. There will likely be multiple irrigation points of connection and source equipment due to the length of the corridor. The PROFESSIONAL shall coordinate with Mid American Energy to determine the power source locations.
- b. The PROFESSIONAL shall provide preliminary layout of the proposed plantings and lawn areas for the raised planters at all four corners at the intersections at 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street including plant locations, landscape material locations and preliminary plant schedule.
- c. The PROFESSIONAL shall prepare a preliminary opinion of probable cost for the irrigation, planting and landscaping improvements, broken down by area.

#### 9. FINAL DESIGN AND PLANS – LANDSCAPING

Shall be performed under a separate Amendment.

#### 10. UTILITY COORDINATION

Add the following paragraph:

The PROFESSIONAL shall continue Utility Coordination that was started during the preliminary design phase through the final design phase. Additional Utility Coordination shall include the following:

- a. Provide Preliminary and Check Plans to each private utility company.
- b. Facilitate up to two individual meetings (on average) with each of the ten private utility companies located within the corridor.
- c. Assist each private utility company in the design and final review of their relocation (if necessary).
- d. Coordinate with the CLIENT and the Iowa DOT on private utility relocation progress.
- e. Provide proposed relocation staking for the private utility companies.
- f. The PROFESSIONAL shall notify the CLIENT and the Iowa DOT if private utility relocations are required due to a conflict with the project and the private utility is currently located within an existing public utility easement.

#### 11. LIGHTING ANALYSIS AND DESIGN

No Changes

#### 12. PUBLIC INFORMATION MEETING

Replace with the following:

Following completion of the Preliminary Design and before Right-of-Way acquisition begins, the PROFESSIONAL, CLIENT, and Iowa DOT will present the design to the property owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL shall be responsible for preparing an aerial display strip map for the meeting that will depict the project details and acquisition needs, attending the meeting, and responding to property owner questions. The CLIENT will be responsible for notifying the owners and tenants along the PROJECT corridor.

#### 13. BID PERIOD ASSISTANCE

Replace with the following:

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the Iowa DOT and shall follow Iowa DOT bid letting requirements. The PROFESSIONAL shall supply the necessary Contract Documents for this process.
- b. Advertising. The PROFESSIONAL shall answer questions only when requested by the Iowa DOT Office of Contracts from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT and Iowa DOT during this phase of services.
- c. Bidding. The PROFESSIONAL shall tabulate the bids and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

#### B. ADDITIONAL SERVICES

#### 1. TITLE REPORTS

No Changes

#### 2. ENVIRONMENT SERVICES

Remove article a. Categorical Exclusion from the Agreement. The Iowa DOT Location and Environment Bureau will be completing the Categorical Exclusion documentation for the project.

#### 3. ACQUISITION AND EASEMENT PLATS

Replace with the following:

The PROFESSIONAL will provide an Acquisition and/or Easement Plat drawings in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing at a suitable scale depicting the needs for the PROJECT along with a property description in word format. Signed Plats will be provided for the use of obtaining legal rights to the PROJECT needs. Once approved and accepted, CLIENT will proceed with the recording of the Acquisition and/or Easement Plat documents at the county recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on a unit price per

each plat drawing requested. Note that the requested plat drawings and the actual plat drawings used for the PROJECT may be different. An estimated number of plats for this PROJECT are shown below:

a. Acquisition Fee Title Plats: 12

b. Permanent Easement Plats: 4

#### 4. RIGHT OF WAY SERVICES

Replace with the following:

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

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

#### IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

- a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.
- b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.
- c. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.
- d. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and

consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.

- e. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.
- f. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.
- g. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

#### **CLIENT'S RESPONSIBILITIES**

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

- a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.
- b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.
- c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.
- d. Process Council Roll Calls/Requisitions.

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

#### 5. TEMPORARY EASEMENT EXHIBITS

Replace with the following:

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

a. Temporary Construction Easements: 13

#### 6. PROJECT DATA BOOK (PROPERTY VALUATION)

Replace with the following:

The PROFESSIONAL shall retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to the PROFESSIONAL. The Appraiser will prepare the Project Data Book, as needed. The Appraiser's work will be reviewed by a second party as approved by the CLIENT and as required by Local, State, and/or Federal Right-of-Way acquisition procedures.

#### 7. APPRAISAL AND REVIEW APPRAISAL

Replace with the following:

The PROFESSIONAL will provide an appraisal by a licensed commercial appraiser to establish the opinion of valuation for fee title, permanent easement, and temporary construction easement for all parcels requiring an appraisal. Six (6) appraisals of acquisition value are anticipated to be provided.

#### 8. TEST HOLES – POTHOLING

Replace with the following:

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the

proposed improvements. This includes an estimated eleven (11) utility test holes and three hundred and fifty (350) feet of trenching. Test holes shall be performed as weather allows in early spring of 2024.

#### C. CONSTRUCTION SERVICES

No changes

#### 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:

Final Design	February to August 2024
Public Information Meeting	March 2024
Right of Way Acquisition	April to August 2024
Check Plan Submittal to CLIENT	June 11, 2024
Check Plan Submittal to Iowa DOT	July 2, 2024
Utility Relocations	July 2024 to March 2025
Final Plan Submittal to CLIENT	July 30, 2024
Final Plan Submittal to Iowa DOT	August 20, 2024
Bid Letting (Iowa DOT)	November 19, 2024
Construction	April to November 2025
Landscaping Final Design Completion	November 2025
Landscaping Construction	March to June 2026

#### III. COMPENSATION AND TERMS OF PAYMENT

Replace with the following:

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

		Bas	se Contract		Amend. 1	]	Base Contract +Amend. 1
1.	Project Administration and Coordination	\$	23,000	\$	34,500	\$	57,500
2.	Survey and Base Drawings	\$	19,900	\$	0	\$	19,900
3.	Traffic Study, ICAAP	\$	31,300	\$	\$4,000	\$	35,300
4.	Preliminary Design and Plans - Transportation	\$	91,700	\$	0	\$	91,700
5.	Final Design and Plans - Transportation	\$	0	\$	142,000	\$	142,000
6.	Preliminary Design and Plans - Traffic	\$	32,300	\$	0	\$	32,300
7.	Final Design and Plans - Traffic	\$	0	\$	32,100	\$	32,100
8.	Preliminary Design and Plans – Landscaping	\$	18,000	\$	-\$4,000	\$	14,000
9.	Final Design and Plans – Landscaping	Ву	Amendment	В	y Amendment		By Amendment
10.	Utility Coordination	\$	10,000	\$	15,000	\$	25,000
11.	Lighting Analysis and Design	\$	6,400	\$	0	\$	6,400
12.	Public Information Meeting	\$	0	\$	6,500	\$	6,500
13.	Bid Period Assistance:	\$	0	\$	4,700	\$	4,700
	SUB TOTAL	\$	232,600	\$	234,800	\$	467,400

#### B. ADDITIONAL SERVICES

		Bas	e Contract	Amend. 1	]	Base Contract +Amend. 1
1.	Title Reports: 12 @ \$600 EA	\$	7,200	\$ 0	\$	7,200
2.	Environmental Services					
	Categorical Exclusion	\$	28,200	\$ -28,200	\$	0
	Phase 1 Environmental Site	\$	5,400	\$ 0	\$	5,400
	Assessment					
	Cultural Resources Survey	\$	8,900	\$ 0	\$	8,900
3.	Acquisition and Easement Plats	\$	0	\$ 13,600	\$	13,600
	12 Fee Titles @ \$900 EA					
	4 Easements @ \$700 EA					
4.	Right of Way Services	\$	0	\$ 39,000	\$	39,000
	13 Properties @ \$3,000 EA					
5.	Temporary Easement Exhibit	\$	0	\$ 6,500	\$	6,500
	13 Total @ \$500 EA					
6.	Project Data Book	\$	0	\$ 3,500	\$	3,500
7.	Appraisal and Review	\$	0	\$ 30,000	\$	30,000
	Appraisal					
	6 Total @ \$5,000 EA					
8.	Test Holes	\$	0	\$ 35,000	\$	35,000
	SUB TOTAL	\$	49,700	\$99,400	\$	149,100

#### C. CONSTRUCTION SERVICES

		Base	e Contract	A	amend. 1		se Contract Amend. 1
1.	Construction Admin.	By $A$	Amendment	By A	Amendment	By	Amendment
2.	Construction Admin. (Traffic)	By A	Amendment	By A	Amendment	By	Amendment
3.	Construction Admin. (Landscaping)	By A	Amendment	By A	Amendment	Ву	Amendment
4.	Construction Staking	By A	mendment	By	Amendment	By	Amendment
5.	Construction Observation	-	Amendment	•	Amendment	•	Amendment
6.	Record Drawings	$\operatorname{By} A$	Amendment	By A	Amendment	By	Amendment
7.	Monument Preservation	By Amendment		By A	Amendment	Ву	Amendment
	SUB TOTAL	\$	0	\$	0	\$	0
	TOTAL	\$	282,300	\$	334,200	\$	616,500

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.

•	to have executed this CONTRACT as of this day
ATTEST:	CITY OF ANKENY, POLK COUNTY, IOWA
Michelle Yuska City Clerk, City of Ankeny	By Mark E. Holm, Mayor
City Clerk, City of Mikely	
ATTEST:	SNYDER & ASSOCIATES, INC.  Digitally signed by Mark A
Muliwallace	Mark a Land, P.E., CFM Date: 2024.03.06 10:00:01 -06'00'
Melonie Wallace, Executive Assistant, Snyder & Associates, Inc.	Mark A. Land, P.E., CFM, Vice President



## STANDARD FEE SCHEDULE

#### **PROFESSIONAL**

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
T	\$115.00/hour

#### **TECHNICAL**

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

## ADMINISTRATIVE | \$77.00/hour

\$6	3.00/hour
-----	-----------

REIMBURSABLES	
Mileage	Current IRS standard rate
Outside Services	As Invoiced



Badger Daylighting Corp DES MOINES IA CORP 629 N 19th Ave East Newton, IA 50208 "An equal opportunity employer" IA License #C114463

Estimate			
Date	12/04/2023		
Reference	CPQ-42609		
Prepared By	Logan Fitchett		

Customer Information					
Company	SNYDER AND ASSOCIATES INC	Contact Name	Terry Coady		
Contact Phone #	+1 (515) 669-3256	Email	tlcoady@snyder- associates.com		
Billing Address	2727 SW SNYDER BLVD PO BOX 1159	Title	Surveying Manager		
Billing City/State	ANKENY IA 50023	Account Number	24142		
Service Address	NW 5th St & US-69 Ankeny IA 50023				

#### Scope Of Work

Badger is to assist in locating underground utilities at 3 intersections and backfilling once Snyder has completed their GPS locates on HWY 69 in Ankeny, lowa.

Badger is to coordinate with the City of Ankeny and the Iowa DOT for permitting and lane closures if needed.

Throughout the project, there is approximately 350' of trenching and 11 test holes. The total cubic yards is roughly 58 CU. This is a multiple day job. Number of days: 4

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR		\$265.00	HR	40.0	\$10,600.00
BADGER HYDROVAC WITH OPERATOR OVERTIME		\$315.00	HR	14.0	\$4,410.00
ADDITIONAL OPERATOR	First 8hrs M-F	\$90.00	HR	32.0	\$2,880.00
ADDITIONAL OPERATOR OVERTIME	Over 8hrs M-F & Saturday	\$125.00	HR	8.0	\$1,000.00
DISPOSITION		\$200.00	EA	7.0	\$1,400.00
CONSUMABLE MATERIALS	T-posts, fencing and plywood.	\$700.00	EA	4.0	\$2,800.00
SUPPLY WATER	As needed if not provided onsite	\$75.00	EA	6.0	\$450.00
SUPPORT TRUCK	As needed per job requirements	\$200.00	DAY	4	\$800.00
TRAFFIC CONTROL		\$650.00	EA	4.0	\$2,600.00
ADDITIONAL SERVICE - BACKFILLING	Stone slinger truck with material	\$2,500.00	DAY	2.0	\$5,000.00
FLUCTUATING FUEL RECOVERY		\$2,938.48	EA	1	\$2,938.48







#### STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS	7 2day of _	August October	, 20 <u>23,</u> Snyder & Associates, Inc.,	
2727 SW Snyde	r Blvd., P.O	. Box 1159, Ankeny,	IA 50023, (hereinafter, Professional), and	
City of Ankeny, Iowa				

(hereinafter, Client) do hereby agree as follows:

- 1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: North Ankeny Boulevard Improvements 1st Street to 11th Street
- 2. SCOPE and FEES: The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
- 3. STANDARD OF CARE: In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
  - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
  - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
  - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
  - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
- 4. CODE COMPLIANCE: Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
  - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

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

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

- 11. INDEMNIFICATION: To the fullest extent permitted by law, the Professional hereby agrees as follows:
  - 11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.
  - 11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).
  - 11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.
  - 11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.
- 12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

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

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

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

- 17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.
  - 17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.
  - 17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of lowa 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

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.

Michelle Yuska, City Clerk

SNYDER & ASSOCIATES, INC. (Professional)

Digitally signed by Mark A. Land, P.E., CFM
Date: 2023.08.02 10:43:03 -05'00'

(Authorized agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Route executed copy to: Tony Boes

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

#### **EXHIBIT A – SCOPE OF SERVICES**

#### N ANKENY BOULEVARD IMPROVEMENTS – 1<sup>ST</sup> STREET TO 11<sup>TH</sup> STREET

#### I. SCOPE OF WORK

**GENERAL** 

The overall PROJECT is described below.

- 1. The construction PROJECT includes a Portland cement concrete (PCC) inlay along N Ankeny Boulevard for the northbound lanes from 1<sup>st</sup> Street to approximately 400 feet north of NE 5<sup>th</sup> Street, and southbound lanes from 1<sup>st</sup> Street to just north of NE 11<sup>th</sup> Street. Spot locations of both full depth patches and curb and gutter replacements will also be included throughout the project limits.
- 2. Installing right turn lanes at all four legs of the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. Full depth patches and/or full depth roadway replacement along 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street adjacent to the right turn lane lengths will be included at locations of existing pavement deterioration.
- 3. Additional construction associated with the right turn lanes may include but not be limited to public utility relocations and/or adjustments (storm sewer, water main, sanitary sewer), sidewalk reconstruction, retaining walls, clearing and grubbing, street lighting relocations, and right-of-way impacts. Minor storm sewer improvements within the project limits may be required based on the outcome of the City's televising of the storm sewer.
- 4. Installing new traffic signals with accessible pedestrian signals (APS) and pedestal poles, as needed at the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. Fiber optic interconnect was installed in 2022 and will not be required except for connections to new cabinets and possible handhole adjustments.
- 5. Installing irrigation and landscaping improvements at the four corners of the 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street intersections with N Ankeny Boulevard. Median landscaping improvements from the north project limits of the 2018 Ankeny Boulevard & First Street Intersection Improvements Project to the south leg of the 18<sup>th</sup> Street intersection. There are a total of 10 raised medians in the project limits.

- 6. Installing ADA compliant decorative sidewalk ramps at all four corners of the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. The decorative sidewalk ramps are anticipated to comprise colored concrete, stamped concrete surfacing, and truncated domes.
- 7. Construction is anticipated to occur in 2025 and will be staged so through traffic will be maintained at all times on U.S. Highway 69/N Ankeny Boulevard. Consecutive side streets will not be closed at the same time.

The PROFESSIONAL shall provide Professional Services as required to complete the preliminary design as follows:

- 1. Perform additional topographic and boundary survey for the project. The survey completed for the N Ankeny Boulevard Landscape Improvements Project (Project No. 120.0315.01) will supplement this PROJECT. The additional topographic survey for the project only includes the limits of the proposed right turn lanes. The PCC inlay, full depth patches, and curb and gutter replacements do not require topographic survey.
- 2. Prepare an Iowa DOT Clean Air Attainment Program (ICAAP) Funding application for submittal by the City.
- 3. Perform roadway, traffic, and landscaping preliminary design and plans. It is understood that the roadway and traffic portions of the PROJECT will be let through the Iowa DOT and a second landscaping project will be let by the CLIENT.
- 4. Initiate franchise utility relocation coordination.
- 5. Perform an environmental review as required for a federal aid project.
- 6. Perform street lighting analysis and prepare plans for affected intersections and the project corridor.

The following Professional Services are anticipated to be required to complete final design and will be included in an Amendment at a future date:

- 1. Perform roadway, traffic, and landscaping final design and prepare final plans.
- 2. Perform Right-of-Way acquisition services.
- 3. Prepare all applicable permits required for construction.
- 4. Continue and complete franchise utility relocation coordination.

- 5. Perform utility verification test holes to establish vertical and horizontal locations of existing utilities at select locations.
- 6. Facilitate and attend a Project Information Meeting for all affected property owners.

#### A. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

#### 1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering with the CLIENT and Iowa DOT.
- d. Three (3) Project Management Team (PMT) meetings between the PROFESSIONAL, the CLIENT, and the Iowa DOT (if necessary).
- e. One (1) on site meeting with Iowa DOT District 1 staff and the CLIENT to review pavement and curb replacement limits.
- f. Coordinate with private utilities located within the corridor to (i) identify their facilities, (ii) mitigate/minimize impacts to their facilities where feasible, (iii) facilitate them preparing a relocation plan of their affected facilities.

#### 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 utilize the existing field survey completed in 2020 for the N Ankeny Boulevard Landscape Improvements project. Additional survey is required for the proposed improvements located outside of the survey completed in 2020. All franchise utilities located within the project limits will be redone to verify the 2020 locates were accurate and to determine if any new utilities have entered the corridor since 2020.
- h. A boundary survey will utilize the existing boundary survey completed in 2020 for the N Ankeny Boulevard Landscape Improvements project. Additional boundary survey is required for the right turn lanes at the signalized intersections to obtain additional boundary information for anticipated acquisitions needed at those intersections. 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 service 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. TRAFFIC STUDY, ICAAP

#### a. Traffic Study

The PROFESSIONAL shall perform a traffic study to evaluate proposed intersection and corridor improvements, and to provide support for ICAAP funding request. Services provided will include the following:

- 1. Conduct 24-hour turning movement traffic counts at the N Ankeny Boulevard intersections with 5th Street, 9th Street and 11th Street (study intersections) using video methods.
- 2. Prepare opening year (2025) and design year (2050) AM, midday and PM peak hour turning movement traffic forecasts for the study intersections based on traffic count data collected, Des Moines area MPO traffic forecasts and anticipated growth rate.
- 3. Evaluate the need for right turn lanes at the study intersections per CLIENT right turn lane warrant criteria and considering potential operational and safety benefits.
- 4. Perform traffic operations analyses of opening year and design year AM, midday and PM peak hour traffic for the No Build and Build scenarios to determine average delays, levels of service and vehicle queuing. CLIENT will provide existing Synchrol1 models of the project corridor.
- 5. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum to the CLIENT for review. Finalize memorandum upon receipt of CLIENT comments.

#### b. ICAAP Funding Application

The PROFESSIONAL shall prepare an Iowa DOT Iowa Clean Air Attainment Program (ICAAP) funding application for the project. The ICAAP application will include the following:

- 1. Completed application form.
- 2. Project narrative including existing conditions and summary of planned improvements.
- 3. Graphics including a detailed project location map and concept design drawing.
- 4. Itemized breakdown of estimated project costs.
- 5. Project development schedule.
- 6. Vehicle emission reduction calculations based on traffic forecasts and analyses completed for the traffic study.
- 7. Coordination with the CLIENT, Des Moines Area MPO and Iowa DOT, and submittal of the completed application to the CLIENT for submittal to Iowa DOT and Des Moines Area MPO by the October 1, 2023 deadline.

#### 4. PRELIMINARY DESIGN AND PLANS - TRANSPORTATION

The PROFESSIONAL will perform preliminary design necessary to further define the project scope and order of magnitude construction costs with 15% construction contingency for the PROJECT. The preliminary design and plans shall represent 60% completion of the PROJECT.

The preliminary plans for the PROJECT shall follow Iowa DOT design and plan requirements and include the following information:

- a. Title sheet, general project notes, and typical sections and details (A & B Sheets).
- b. Roadway plan and profile sheets with horizontal and vertical profiles, storm sewer plan and profile information, and construction limits (D & E-Sheets). Water main and sanitary sewer relocations are not anticipated at this time except for minor surface relocations/adjustments. This information will be provided on the D & E Sheets.
- c. Removal sheets (F-Sheets).
- d. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).

- e. Existing and proposed Right-of-Way information (H-Sheets).
- f. Staging and traffic control plans, details, and notes (J-Sheets). The staging plan will provide the general staging plan to maintain traffic while constructing the project. A more detailed staging plan will be completed during the final design.
- g. AutoTURN movements and sight distance evaluations (L-Sheets).
- h. Traffic signal plans (N-Sheets).
- i. Pavement Marking and lighting plans (PM-Sheets).
- j. Horizontal geometry with minor vertical evaluation to determine construction feasibility for the proposed ADA sidewalk improvements (S-Sheets). These sheets will also include special details on colored and textured concrete.
- k. Irrigation conduit plan and alignment for the landscaping beds at the intersections and medians (U-Sheets).
- 1. Mainline and side road cross-sections at 25-foot intervals along right turn lanes (W & X Sheets).

#### 5. FINAL DESIGN AND PLANS – TRANSPORTATION

Shall be performed under a separate Amendment.

#### 6. PRELIMINARY DESIGN AND PLANS – TRAFFIC

The PROFESSIONAL shall utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for full replacement of traffic signal installations at the N Ankeny Boulevard intersections with 5<sup>th</sup> Street, 9<sup>th</sup> Street and 11<sup>th</sup> Street. Preliminary design (60% completion of design) shall include general locations of traffic signals, APS push buttons, cabinets, and conduits. Preliminary traffic signal plans will include layout and wiring sheets.

#### 7. FINAL DESIGN AND PLANS – TRAFFIC

Shall be performed under a separate Amendment.

#### 8. PRELIMINARY DESIGN AND PLANS - LANDSCAPING

The PROFESSIONAL shall provide preliminary irrigation and landscape design services (60% completion of design) for proposed improvements along the North Ankeny Boulevard corridor from 1<sup>st</sup> Street to approximately 600' south of 18<sup>th</sup> Street. These services include the following:

- a. The PROFESSIONAL shall prepare schematic irrigation plans of the raised median and raised intersection planter areas showing proposed irrigated areas, preliminary mainline irrigation and electrical routing, points of connection, and conduit locations for the proposed irrigation systems. There will likely be multiple irrigation points of connection and source equipment due to the length of the corridor. The PROFESSIONAL shall coordinate with Mid American Energy to determine the power source locations.
- b. The PROFESSIONAL shall provide preliminary layout of the proposed plantings and lawn areas for the raised median areas and the raised planters at all four corners at the intersections at 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street including plant locations, landscape material locations and preliminary plant schedule.
- c. The PROFESSIONAL shall prepare a preliminary opinion of probable cost for the irrigation, planting and landscaping improvements, broken down by area

#### 9. FINAL DESIGN AND PLANS – LANDSCAPING

Shall be performed under a separate Amendment.

#### 10. UTILITY COORDINATION

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

The PROFESSIONAL shall conduct one (1) meeting with each utility company to provide a summary of the project, discuss the schedule, and identify existing utility conflicts and the potential relocation of those conflicts.

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

Ten (10) companies are currently known to be located in the project corridor.

Additional Utility Coordination will be required during the final design under a separate Amendment.

#### 11. LIGHTING ANALYSIS AND DESIGN

- a. The PROFESSIONAL shall determine existing light pole relocations and possible additional light pole needs associated with the project, based on photometric analysis of existing and proposed lighting.
- b. The PROFESSIONAL shall prepare plan sheet(s) showing proposed lighting system modifications and provide to the CLIENT. Plan sheet(s) will be provided to MidAmerican Energy for pricing and installation, as directed by the CLIENT. The lighting improvements will be depicted on the plan (D and E) sheets.

#### 12. PUBLIC INFORMATION MEETING

Shall be performed under a separate Amendment.

#### 13. BID PERIOD ASSISTANCE

Shall be performed under a separate Amendment.

#### B. 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. TITLE REPORTS

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. Twelve (12) title reports are anticipated.

#### 2. ENVIRONMENT SERVICES

#### a. Categorical Exclusion:

The National Environmental Policy Act (NEPA) of 1969, as amended, establishes a national policy for protecting the environment. NEPA

provides for the analysis and comparison of alternative impacts for a proposed project seeking federal funding or approval. The proposed improvements constitute a federal action and are subject to requirements set forth in the National Environmental Policy Act (NEPA).

Federal Highway administration (FHWA) and Iowa DOT Bureau of Environment will determine the appropriate documentation. The proposed project is not anticipated to have a significant environmental impact from existing conditions. The project will be classified by Iowa DOT and FHWA at the time the Project Concept Statement is submitted to Iowa DOT. The fee for this project represents completion of a CE, however the project could be classified as an Environmental Assessment (EA). Fees for an EA are outside of this scope and will be presented to the CLIENT as a contract amendment.

The analysis must consider all reasonable alternatives to include the "no action" alternative. A matrix will be developed to assist in selection of a preferred alternative. The "no action" alternative is used as the basis for comparing the potential effects. Potential impact categories analyzed include but are not limited to:

Socioeconomic
 Environmental Justice
 Park and Recreation: Section 6(f)
 Cultural Resources (Section 106)

- Air Quality- Regulated Materials- River/Floodplain

- T&E Species - Visual

Biotic Communities
 Woodlands
 Water Quality
 Pedestrian/Bicycle Facilities
 Section 4(f) Resources
 Indirect/Cumulative Impacts

#### b. Phase 1 Environmental Site Assessment:

PROFESSIONAL will complete a Phase I Environmental Site Assessment (ESA) for the project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject property. Review of environmental record sources will include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review will include a search for any information

related to the subject properties and surrounding area. PROFESSIONAL will review data provided by the Iowa Department of Natural Resources for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties will be examined.

PROFESSIONAL will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties will be included in the assessment.

PROFESSIONAL will provide to the CLIENT written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The CLIENT will provide landowner information including, names, addresses, and phone numbers.

The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-21 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002.

#### c. Cultural Resources Survey

The PROFESSIONAL will conduct comprehensive archival record searches, Phase I intensive field investigations, geomorphic assessment, and project completion report preparation for the project area. Weather permitting, project turn around estimate is 45 days. Alternate schedule is possible at discretion of Client. In accordance with Iowa SHPO Regulations, if standing snow and/or deep frost is encountered within project area, implementation of field studies may be delayed. All services undertaken will meet or exceed Section 106 guidelines, and guidelines established by the Historic Preservation Office of the Iowa State Historical Society.

#### 3. ACQUISITION AND EASEMENT PLATS

Shall be performed under a separate Amendment.

#### 4. RIGHT OF WAY SERVICES

Shall be performed under a separate Amendment.

#### 5. TEMPORARY EASEMENT EXHIBITS

Shall be performed under a separate Amendment.

#### 6. PROJECT DATA BOOK (PROPERTY VALUATION)

Shall be performed under a separate Amendment.

#### 7. APPRAISAL AND REVIEW APPRAISAL

Shall be performed under a separate Amendment.

#### 8. TEST HOLES – POTHOLING

Shall be performed under a separate Amendment.

#### C. CONSTRUCTION SERVICES

Shall be performed under a separate Amendment.

#### 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	August 7, 2023
Topo and Boundary Survey Completion	September 4, 2023
Traffic Study Memo (Draft)	July 21, 2023
Traffic Study Memo (Final)	August 11, 2023
ICAAP Completion and provided to CLIENT for submitt	al September 26, 2023
Preliminary Design	September 2023 to January 2024
Concept Statement to CLIENT	November 7, 2023
Concept Statement to Iowa DOT	November 21, 2023
ICAAP Award	January 2024
Preliminary Plans Submittal to CLIENT	January 12, 2024
Preliminary Plans Submittal to Iowa DOT	February 2, 2024
Final Design	February to August 2024
Public Information Meeting	March 2024
Right of Way Acquisition	April to August 2024
Check Plan Submittal to CLIENT	June 11, 2024
Check Plan Submittal to Iowa DOT	July 2, 2024
Utility Relocations	July 2024 to March 2025
Final Plan Submittal to CLIENT	July 30, 2024
Final Plan Submittal to Iowa DOT	August 20, 2024
Bid Letting (Iowa DOT)	November 19, 2024
Construction	April to November 2025
Landscaping Final Design Completion	November 2025
Landscaping Construction	March to June 2026

#### 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	\$	23,000
	2.	Survey and Base Drawings	\$ \$ \$	19,900
	3.	Traffic Study, ICAAP	\$	31,300
	4.	Preliminary Design and Plans - Transportation	\$	91,700
	5.	Final Design and Plans - Transportation		By Amendment
	6.	Preliminary Design and Plans - Traffic	\$	32,300
	7.	Final Design and Plans - Traffic		By Amendment
	8.	Preliminary Design and Plans – Landscaping	\$	18,000
	9.	Final Design and Plans – Landscaping		By Amendment
	10.	Utility Coordination	\$	10,000
	11.	Lighting Analysis and Design	\$	6,400
	12.	Public Information Meeting		By Amendment
	13.	Bid Period Assistance: 2 Lettings		By Amendment
		SUB TOTAL	\$	232,600
B.	ADI	DITIONAL SERVICES		
	1.	Title Reports: 12 @ \$600 EA	\$	7,200
	2.	Environmental Services		
		Categorical Exclusion	\$	28,200
		Phase 1 Environmental Site Assessment	\$ \$	5,400
		Cultural Resources Survey	\$	8,900
	3.	Acquisition and Easement Plats		By Amendment
	4.	Right of Way Services		By Amendment
	5.	Temporary Easement Exhibits		By Amendment
	6.	Project Data Book		By Amendment
	7.	Appraisal and Review Appraisal		By Amendment
	8.	Test Holes		By Amendment
		SUB TOTAL	\$	49,700

 $\begin{aligned} & Exhibit \ A-Scope \ of \ Services \\ & N \ Ankeny \ Boulevard \ Improvements-1^{st} \ Street \ to \ 11^{th} \ Street \end{aligned}$ 

#### C. CONSTRUCTION SERVICES

1.	Construction Admin. (Transportation)	Ву	Amendment
2.	Construction Admin. (Traffic)	Ву	Amendment
3.	Construction Admin. (Landscaping)	Ву	Amendment
4.	Construction Staking	Ву	Amendment
5.	Construction Observation	Ву	Amendment
6.	Record Drawings	Ву	Amendment
7.	Monument Preservation	Ву	Amendment
	SUB TOTAL	\$	0
	TOTAL	\$	282,300

#### **City of Ankeny Insurance Requirements for Professional Services**

1.	Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage
	required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer
	than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each
	project with the final billing. Each Certificate shall be prepared on the most current ACORD form
	approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a
	statement under Description of Operations as to why issued. Eg: Project # or Lease of premises
	at or construction of .
	<del></del>

- 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

#### A) COMMERCIAL GENERAL LIABILITY

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

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

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

#### B) **AUTOMOBILE LIABILITY**

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

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

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by lowa 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) <u>UMBRELLA LIABILITY</u>

\$ 2,000,000

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

#### City of Ankeny Insurance Requirements for Professional Services

#### **E) PROFESSIONAL LIABILITY**

\$ 2.000,000

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

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

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

#### F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

#### City of Ankeny Insurance Requirements for Professional Services

#### Preservation of Governmental Immunities Endorsement

- 1. <u>Nonwaiver of Governmental Immunity.</u> The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, lowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, lowa under Code of lowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage.</u> 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 lowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of lowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- 3. <u>Assertion of Governmental Immunity.</u> The City of Ankeny, lowa 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, lowa 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, lowa.

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

Rev. 7/22/20 – City of Ankeny



# STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Project Manager, Planner, Right-of-W	Surveyor, GIS, Environmental Scientist ay 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
1	\$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observa	tion
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
1	\$64.00/hour
ADMINISTRATIVE	
II.	\$75.00/hour
1	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Public Works	COUNCIL GOAL: Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SUB	JECT:
	amount of \$2,244.00 to Bolton & Menk, Inc., for ive & Crosswinds Drive Traffic Signalization project.
EXECUTIVI	E SUMMARY:
FISCAL II	MPACT: <b>No</b>
CITY MANAGER'S R	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTR	EACH EFFORTS:

ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

Payment #6

## DocuSign Envelope ID: 13524C64-4FD5-4AC2-B272-19294334A46C APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: SE Corporate Woods Drive & Crosswinds Drive Traffic Signaliza				c Signalization			
Contractor: Bolton & Menk, Inc.							
Ankeny	Ankeny Address: 1960 Premier Drive, Mankato, MN 56				1 5600		
bringing it all together	Finance Budg	get Code:	889.3889.4	1210 Fina	nce Project#	!:	889.4210
	Vendor Proje	ct #:			hase Order#	#:	NA
	Original Cont	ract Date:	May 15, 2	023 Vend	lor Account a	#:	9283
Date of Council Meeting:	March 18	, 2024	Payment App	lication #:	6		
	Payment	Period:	From: Decei	mber 23, 202	3_ Throug	h:	February 7, 2024
Contract Summary:							
Original Contract Amount:		\$	39,000.00				
Net Change by Change Orde	rs:	\$	-	-			
Contract Amount to Date: (line	e 1 ± 2)			\$	39,000.00		
Total Completed and Stored	to Date:	\$	38,982.00				
Retainage: 0 % of Comp	oleted Work:	\$	-	<b>-</b> 0			
Total Earned Less Retainage	:			\$	38,982.00		
Less Previous Applications fo	or Payment:			\$	36,738.00	•	
SUBTOTAL:						\$	2,244.00
OTHER CHARGES:						\$	-
CURRENT PAYMENT DUE:						\$	2,244.00
Balance to Finish, Including F	Retainage:			\$	18.00		
Contract Time Remaining:			1.00	_ Working Da	ys		
The undersigned Contractor certifies that completed in accordance with the Contractissued and payments received from the Construction Contractor Appr	ct Documents, that all Dwner, and that curre	I the amounts h	ave been paid by the				
concuración contractor y pp.	Firm Nam	e		177	7.77.07.00		
Signature	3					Date	
Engineer / Consultant Approv	/al:			Bolton & Mer	ık, Inc.		
Docusign No. 14 AA JA ja	ed by: Firm Nam	e				Mar	ch 1, 2024
Signature E5391C2	A2AFE4D2					Date	
City of Ankeny Staff Approva	l:						
Justi	islat					3/	15/24
Signature						Date	
		23 (I)		200 000 0000		13	
Submit to:	11. 10.		Hart, Traffic En				F/F 622 5= :-
E-mail:	Ihart@ank	enyiowa.go	<u>v</u>	F	hone Numbe	r:	515-963-3548

Previous	Application	ons for P	ayment
----------	-------------	-----------	--------

No.	Date	I	Amount
1	August 21, 2023	\$	4,428.50
2	September 18, 2023	\$	4,247.50
3	November 6, 2023	\$	7,264.50
4	January 2, 2024	\$	7,875.00
5	February 19, 2024	\$	12,922.50
6			
7			
8			
9			
10	4		
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			

Dravious	Annligations	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 = \$ 36,738.00

#### 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:	240.0
Added by Change Order:	
Total Working Days:	240.0
Working Days Used to Date:	239.0
Working Days Remaining:	1.0

#### Full Completion:

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



## Ankeny Corp Woods Signal Monthly Progress Report

Real People. Real Solutions.

Date: February 27, 2024

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

Work Completed Last Period	
Project layout and railroad coordination	
Utility Potholing	
Upcoming Major Work Items	
Project layout and railroad coordination	
100% plan submittal	
The section of the se	
Potential Scope/Schedule Changes	
-	

#### **Budget Status/Percent Complete**

#### (through current invoice period 02/02/2024)

Task Nui	mber and Description	Budget	Invaice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1:	Signal Design	\$ 39,000.00	\$ 2,244.00	\$ 36,738.00	\$ 18.00	95%	100%
TOTAL		\$ 39,000.00	\$ 2,244.00	\$ 36,738.00	\$ 18.00	95%	100%

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

Review Earned Value Data



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 lhart@ankenyiowa.gov Ankeny, IA 50023 February 20, 2024

Project No: Invoice No: 0T4.131019 0330990

Client Account:

ANKENY\_CI\_IA

#### Ankeny/Corporate Woods Dr/Crosswinds Dr

Project Management (001)				
Professional Services				
	Hours		Amount	
Principal	.50		113.00	
Senior Project Engineer	.50		95.50	
Totals	1.00		208.50	
Total Labor				208.50
		Total th	is Task	\$208.50
Topo Survey & ROW Mapping (002)				
Professional Services				
	Hours		Amount	
Survey Technician	1.00		176.00	
Totals	1.00		176.00	
Total Labor				176.00
		Total th	is Task	\$176.00
Final Design Plans & Specifications (003)				
Professional Services				
	Hours		Amount	
Design Engineer	5.00		695.00	
Project Engineer	6.50		1,165.50	
Totals	11.50		1,860.50	
Total Labor				1,860.50
		Total th	is Task	\$1,860.50
Billing Limits	Current	Prior	To-Date	
Total Billings	2,245.00	36,738.00	38,983.00	
Limit			38,982.00	
Adjustment				-1.00
		Total this	Invoice	\$2,244.00

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 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their race, color, religion, sex, sexual orientation, gender identity or rational 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.



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
	in the amount of \$583,062.50 to CB&I Storage Tank Solutions Irvinedale Drive - Elevated Water Storage Tank project.
EX	KECUTIVE SUMMARY:
]	FISCAL IMPACT: <b>No</b>
CITY MAN	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):
PUBL	IC OUTREACH EFFORTS:

ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

Payment #1

#### APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	Project Title	:	NW Irvineda	le Driv	e - Elevat	ed Water	Stora	age Tank	
city of	Contractor:		СВ	&I Stor	age Tank	Solutions	LLC		
Ankenv	Address:		915 N. El	dridge	Parkway,	Houston,	TX	77079	
beinging it all together	Finance Budget Code:		611.3611.4450 Finance Project			Project #	<b>‡</b> :	611	.4450
	Vendor Proj	ect #:	5922		Purcha	se Order i	<b>#</b> :		
	Original Cor	ntract Date:	October 16,	2023	Vendor	Account	#: _	5	922
Date of Council Meeting:	March 18,	2024	Payment App	licatio	n #:	1			
	Payment	Period:	From: Octo	ber 16	, 2023	Throug	ıh·	January	27, 2024
	,			201 10	, 2020	rmoug	-	barraary	21, 2024
Contract Summary:									
Original Contract Amount:		\$	9,751,758.59						
Net Change by Change Ord	ers:	\$	-						
Contract Amount to Date: (lin	ne 1 ± 2)			\$	9,75	1,758.59			
Total Completed and Stored	I to Date:	\$	613,750.00						×
	pleted Work:	\$	30,687.50	•					
Total Earned Less Retainag			30,007.00	\$	58	3,062.50			
Less Previous Applications f				\$		0,002.00	e		
SUBTOTAL:	or r dyment.			Ψ			\$		583,062.50
332131712.						-	Ψ		003,002.00
OTHER CHARGES:							\$	¥	
CURRENT PAYMENT DUE	:						\$	(	583,062.50
Balance to Finish, Including	Retainage:			\$	9,16	8,696.09			
	Ü						è		
Contract Time Remaining (S	lubstantial):		-	Work	ing Days				
Contract Time Remaining (F	ull):		-		ing Days				
The undersigned Contractor certifies that completed in accordance with the Contra	ct Documents, that a	all the amounts ha	ave been paid by the	belief the Contracto	work covere	d by this Applic which previous	ation Certif	for Payment h	as been yment were
issued and payments received from the	Owner, and that curre	ent payment show	vn herein is now due.						
Construction Contractor App	Firm Nar	no.	CB&I S	torage	Tank Sol	utions LLC	;		
( M)	1 ,	ne .						7 7-	4
Signature Form	sur			F.			Date	2-5	1-24
//	li			DD =			Date		
Engineer / Consultant Appro	Val: Firm Nar	ne	Н	DR En	gineering	, Inc.			
F	Fleming, S				Fleming, Scott	ment		2 27 2	024
Signature	leffillig, c	COLL			17:03:11-06'00'		Date	2-27-2	,024
City of Ankeny Staff Approva	al:								
	1								
MANNAUN (V)	1es Ca							3/4/-	14
Signature	<b>* V C</b>			1			Date	7112	-
Cultural Ann									
Submit to:	delastica	kenviowa go	Don C	ark				F4= 6:	00.0700
L-IIIall.	uciarkiojan	kenviowa do	IV.		Pho	ne Mumha	r.	515 QF	63 3520

Date Printed: 2/27/2024



MAIL TO:		SOLD TO:	
HDR		City of Ankeny, IA	
Attn: Rob Baker		Attn: Don Clark	
2901 South loop Drive, Suite 3300		1210 NW Prarie Ridge Rd	
Attn: Rob Baker			
Ph. 515-473-5785			
Ema Rob.Baker@hdrinc			
	Job Location:	ANKENY, IA	
	Project No.:	10345779	

#### INVOICE

INVOICE NO.

252422-01

APPLICATION NO. 1

INVOICE DATE 01/26/24 DUE DATE 02/25/24

TERMS

Net 30 A/P VENDOR NO. 0

Work From Date:

10/16/23 374252422

Work Thru Date: 01/27/24 CBI Contract No. CBI Customer No. 11491052

New Elevated Water Storage Tank (Oakton and Busse) Contract

**Original Contract Price** 

\$9,751,758.59

Change Order Total Contract Price

\$0.00 \$9,751,758.59

<u>sc</u>	HEDULE OF VALUES	UNITS OF MEASURE	TOTAL UNITS	UNIT PRICE	TOTAL PRICE	TOTAL UNITS OR % COMPLETE	AMOUNT DUE
	General Provisions and Covenants						
1.01	Mobilization, Demobilization, General Provisions and Covena <u>Earthwork</u>	LS	1	\$175,000.00	\$175,000.00	0%	\$0.00
2.01	General Clearing and Grubbing	LS	1	\$26,525.00	\$26,525.00	0%	\$0.00
2.02	Topsoil and Finished Grading	CY	1358	\$7.43	\$10,085.87	0%	\$0.00
2.03	Excavation and Haul-Off, Class 10	CY	2700	\$15.92	\$42,984.00	0%	\$0.00
2.04	Excavation and Embankment, Class 10	CY	700	\$40.32	\$28,224.00	0%	\$0.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	SY	2057	\$40.32	\$82,938.24	0%	\$0.00
	Sewers and Drains						
4.01	15" Storm Sewer Pipe, RCP	LF	271	\$125.20	\$33,929.20	0%	\$0.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	EA	2	\$1,591.50	\$3,183.00	0%	\$0.00
4.03	6" Subdrains, Case B, Type 1	LF	376	\$10.03	\$3,771.28	0%	\$0.00
4.04	6" Subdrains, Case C, Type 1	LF	387	\$8.22	\$3,181.14	0%	\$0.00
4.05	6" Subrdains, Detention Pond	LF \	203	\$8.62	\$1,749.86	0%	\$0.00
4.06	6" Subdrain Cleanouts, Type A-1	EA	11	\$835.01	\$9,185.11	0%	\$0.00
4.07	6" Subdrain Outlets Into Structure	EA	5	\$795.75	\$3,978.75	0%	\$0.00
5.01	Water Mains and Appurtenances	1.0		644.054.00	644.054.00	00/	40.00
5.01	Water Main and Fittings Removal At and Including Connectio 24" Water Main Open Cut, PVC or DIP, RJ	LS LF	1 1	\$14,854.00	\$14,854.00	0%	\$0.00
5.02	4" Water Main Open Cut, PVC or DIP, RJ	LF	1	\$721.48	\$248,910.60	0%	\$0.00
5.04	24" 45 Degree Bend	EA	1	\$122.02	\$5,490.90	0%	\$0.00
5.05	24" x 6" Tee	EA	1	\$9,283.75 \$8,391.18	\$27,851.25 \$16,782.36	0% 0%	\$0.00 \$0.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	EA	1	\$10,079.50	\$10,079.50	0%	\$0.00
5.07	24" Gate Valve	EA	1	\$34,117.52	\$34,117.52	0%	\$0.00
5.08	4" Gate Valve	EA	1	\$3,705.01	\$3,705.01	0%	\$0.00
5.09	Fire Hydrant Assembly Removal	EA	1	\$1,591.50	\$4,774.50	0%	\$0.00
5.10	Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fitt	EA	1	\$5,305.00	\$15,915.00	0%	\$0.00
	Structures for Sanitary and Storm Sewers			ψο,σσσ.σσ	ψ10,010.00	070	ψ0.00
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Typ	EA	1	\$12,732.00	\$12,732.00	0%	\$0.00
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-507	EA	3	\$2,652.50	\$7,957.50	0%	\$0.00
6.03	Circular Area Intake, Type SW-512	EA	3	\$822.28	\$2,466.84	0%	\$0.00
6.04	Detention Basin Outlet Structure	EA	1	\$7,957.50	\$7,957.50	0%	\$0.00
	Streets and Related Work						
7.01	9" PCC Pavement, Driveway	SY	1023	\$152.78	\$156,293.94	0%	\$0.00
7.02	7" PCC Pavement, Driveway	SY	787	\$159.15	\$125,251.05	0%	\$0.00
7.03	6" PCC Curb and Gutter	LF	30	\$159.15	\$4,774.50	0%	\$0.00
7.04	6" River Rock Surfacing	SY	49	\$51.99	\$2,547.51	0%	\$0.00
7.05	Detectable Warnings	SF	60	\$63.66	\$3,819.60	0%	\$0.00
201	Site Work and Landscaping		5.5	4	6		
8.01	Temporary Seeding, Fertilizing, and Mulching for Convention	AC	1.3	\$11,305.36	\$14,696.97	0%	\$0.00
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic S	AC	1.15	\$5,580.86	\$6,417.99	0%	\$0.00
8.03	Rip Rap for Pipe Outlet, Class E	TON	25	\$65.78	\$1,644.50	0%	\$0.00
8.04 8.05	Silt Fence Inlet Protection	LF EA	1135 7	\$5.29	\$6,004.15	0%	\$0.00
8.06	Stabilized Construction Entrance	EA	1	\$122.02	\$854.14	0%	\$0.00
8.07	Concrete Washout	EA	1	\$4,836.16	\$4,836.16	0% 0%	\$0.00
8.08	Chain Link Fence	LF	1061	\$2,652.50 \$65.25	\$2,652.50 \$69,230.25	0%	\$0.00 \$0.00
8.09	Swing Gate	EA	1	\$2,652.50	\$2,652.50	0%	\$0.00
8.10	Retaining Wall	LS	i	\$291,775.00	\$291,775.00	0%	\$0.00
8.11	Bollards	EA	2	\$1,061.00	\$2,122.00	0%	\$0.00
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydraulic S	AC	0.15	\$202,078.06	\$30,311.71	0%	\$0.00
8.13	Wattle	LF	406	\$15.69	\$6,370.14	0%	\$0.00
8.14	Temporary Rolled Erosion Control Product (RECP)	SY	976	\$8.49	\$8,286.24	0%	\$0.00
8.15	Tree - Maidenhair Tree	EA	5	\$689.65	\$3,448.25	0%	\$0.00
8.16	Tree - Moraine Sweet Gum	EA	7	\$497.61	\$3,483.27	0%	\$0.00
8.17	Tree - Redmond American Linden	EA	4	\$419.10	\$1,676.40	0%	\$0.00
8.18	Tree - White Fir	EA	4	\$530.50	\$2,122.00	0%	\$0.00
8.19	Tree - Eastern Redcedar	EA	7	\$466.84	\$3,267.88	0%	\$0.00
8.20	Tree - Norway Spruce	EA	4	\$530.50	\$2,122.00	0%	\$0.00

8.21	Shrub - Iroquis Beauty Black Chokeberry	EA	8	\$50.93	\$407.44	0%	\$0.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	EA	13	\$50.93	\$662.09	0%	\$0.00
8.23	Shrub - Hummingbird Summersweet	EA	9	\$55.17	\$496.53	0%	\$0.00
	Special Provisions Items			*55544	¥ 100.00	070	ψ0.00
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Ta	0	0	\$0.00		0%	\$0.00
201	Bonds & Insuarnace	LS	1	\$437,500.00	\$437,500.00	100%	\$437,500.00
202	Engineering	LS	1	\$587,500.00	\$587,500.00	30%	\$176,250.00
203	Tank Material	LS	1	\$1,485,051.65	\$1,485,051.65	0%	\$0.00
204	Fabrication & Ship (Concrete Shaft)	LS	1	\$123,500.00	\$123,500.00	0%	\$0.00
205	Fabrication & Ship (Tank Erection @ Grade)	LS	1	\$426,000.00	\$426,000.00	0%	\$0.00
206	Fabricaiton and Ship (Hoist Tank)	LS	1	\$57,600.00	\$57,600.00	0%	\$0.00
207	Temporary Construction Fence	LS	1	\$59,000.00	\$59,000.00	0%	\$0.00
208	Deep Foundation (ACP)	LS	1	\$398,300.00	\$398,300.00	0%	\$0.00
209	Pile Cap Foundation	LS	1	\$798,700.00	\$798,700.00	0%	\$0.00
210	Site Prep for CB&I	LS	1	\$59,000.00	\$59,000.00	0%	\$0.00
211	Set Derrick	LS	1	\$98,400.00	\$98,400.00	0%	\$0.00
212	Concrete Shaft	LS	1	\$1,078,500.00	\$1,078,500.00	0%	\$0.00
213	Tank Erection @ Grade	LS	1	\$698,000.00	\$698,000.00	0%	\$0.00
214	Paint Tank at Grade	LS	1	\$359,000.00	\$359,000.00	0%	\$0.00
215	Hoist and Complete Tank	LS	1	\$193,500.00	\$193,500.00	0%	\$0.00
216	Paint Tank in Air	LS	1	\$269,500.00	\$269,500.00	0%	\$0.00
217	Concrete Floor	LS	1	\$40,000.00	\$40,000.00	0%	\$0.00
218	Equipment Pads	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00
219	Splash Pad	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00
220	Interior base/floor piping.	LS	1	\$100,000.00	\$100,000.00	0%	\$0.00
221	Doors (Oeverhead & Personnel)	LS	1	\$24,000.00	\$24,000.00	0%	\$0.00
222	Stelize and Fill	LS	1	\$8,000.00	\$8,000.00	0%	\$0.00
300	Bulk Water Station Package Equipment	LS	1	\$327,583.75	\$327,583.75	0%	\$0.00
301	Bulk Water Station Installation (Shipping/Unloading, Concrete	LS	1	\$79,575.00	\$79,575.00	0%	\$0.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk Wate	LS	1	\$171,648.58	\$171,648.58	0%	\$0.00
601	Area Lights Pole Mounted	EA	2	\$10,037.06	\$20,074.12	0%	\$0.00
602	SCADA Equipment Installation (Level Transducer, PLC Pane	LS	1	\$12,519.80	\$12,519.80	0%	\$0.00
	ADD ALTERNATE NO. 1		1.	V12,010.00	\$12,515.00	070	\$0.00
1001	6" Granular Subbase for 6" HMA Pavement	SY	488	\$50.93	\$24,853.84	0%	60.00
1002	8" Sanitary Sewer Gravity Main, Truss Type PVC	LF	426	\$94.43	\$40,227.18	0%	\$0.00 \$0.00
1003	4" Sanitary Sewer Service Stub, PVC	LF	38	\$159.15	\$6,047.70	0%	
1004	48" Circular Sanitary Sewer Manhole, Type SW-301	EA	3	\$12,732.00	\$38,196.00	0%	\$0.00 \$0.00
1005	Connection to Existing Sanitary Sewer Manhole	EA	1	\$7,957.50	\$7,957.50	0%	
1006	6" HMA Pavement, Driveway	SY	488	\$97.03	\$47,350.64		\$0.00
	in dept. And the state of the s	01	.50	\$37.05	947,330.04	<u>0%</u>	\$0.00

Progress Completed to Date \$613,750.00 Less: Retention 5% \$30,687.50 Total Amount Billed to Date \$583,062.50 \$0.00 \$583,062.50 Less: Amount Previously Invoiced **Current Amount Due** 

6%

\$613,750.00

REMITTANCE / PAYMENT INFORMATION:

Regular Mail:
CB&I Storage Tank Solutions LLC
P.O. Box 201213
Dallas, TX 75320-1213

Overnight Mail: Lockbox Services 201213 CB&I Storage Tank Solutions LLC 2975 Regent Blvd, Suite 100 Irving, TX 75063

Wells Fargo EFT Information

Account Name: CB&I Storage Tank Solutions LLC

Bank: Wells Fargo Bank

Account Number: 4941981706

ABA: 121000248

Swift Code: WFBIUS6S

Location: 420 Montgomery Street San Francisco, CA 94104

\$ 9,751,758.59

Questions Regarding Invoices Contact: USAinvoicing@mcdermott.com

APPLI	CATION AND CEI	RTIFICATE FOR P	AYMENT	AIA DOCUMENT G	702	PAGE ONE OF	TWO PAGES	
TO:	City of Ankeny, IA		CUSTOMER PROJECT	: CB&I INVOICE NO.	252422-01	Di	istribution to:	
(OWNER)	Attn: Don Clark	352001		APPLICATION NO.	1		OWNER	
	1210 NW Prarie Ridg	e Rd	10345779				ENGINEER	
EDOM (CC	NTDACTOD).		VII (ENGINEER)	WORK FROM DATE:	10/16/23		CONTRACTOR	
PROM (CC	NTRACTOR): CB&I Storage Tank Soli		VIA (ENGINEER):	WORK THRU DATE:	01/27/24		OTHER	
	915 N Eldridge Parkway			ENG. PROJECT NO:	10345779			
	Houston, TX 77079			ENG. PROJECT NO:	10345779			
CONTRAC	Appearance and the second seco							
	New Elevated Water St	orage Tank (Oakton and B	usse) Contract	CONTRACT DATE:	10/16/23			
CONT	RACTOR'S APPL	ICATION FOR PAY	MENT					
	E ORDER SUMMARY			Application is made for Payment, as sho	wn below, in conn	ection with the Contract.		
	Orders approved in	ADDITIONS	DEDUCTIONS	Continuation Sheet, AIA Document G703, i				
previous	months by Owner TOTAL	0.00	0.00	1. ORIGINAL CONTRACT SUM		_	\$9,751,758.59	
Annrove	d this Application	0.00	0.00	2. Net change by Change Orders			\$0.00	
Number				<ol> <li>CONTRACT SUM TO DATE (Line 1+/- 2)</li> <li>TOTAL COMPLETED &amp; STORED TO DATE</li> </ol>	F (Col G on G703)	_	\$9,751,758.59 \$613,750.00	
				5. RETAINAGE:	L (COI G OII G/03)	_	\$015,750.00	
				a. 5% of Completed Work		\$30,687.50		
	TOTALO	0.00	0.00	(Col D + E on G703)		122-242		
Net char	TOTALS age by Change Orders	0.00	0.00	b. 0% of Stored Material Col F on G703)		0.00		
		at to the best of the Contractor		Total Retainage (Line 5a + 5b or	r		\$30,687.50	
		ered by this Aplication for Pay		(Total in Col I of G703)		_	φου,ουν.ου	
100		Documents, that all amounts I		6. TOTAL EARNED LESS RETAINAGE				
		ch previous Certificates for Pay		(Line 4 less Line 5 Total)		_	\$583,062.50	
herein is no		Owner, and that current paym	ient snown	<ol> <li>LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)</li> </ol>			\$0.00	
				8. CURRENT PAYMENT DUE		-	\$583,062.50	
CONTRA	CTOR: CB&I Storag	e Tank Solutions LLC		9. BALANCE TO FINISH, PLUS RETAINAGE		· ·	\$9,168,696.09	
				(Line 3 less Line 6)				
,	, ,							
Ву://	Lufan	Date:	01/26/24					
	R Admiristrator							
ENGIN	EER'S CERTIFIC	ATE FOR PAYME	NT	AMOUNT CERTIFIED				
In accordan	ce with the Contract Documents	, based on on-site observations	and the	(Attach explanation if amount certified differs from the amount applied for.)				
data comprising the above appplication, the Engineer certifies to the Owner that to the				ENGINEER: 0				
best of the Engineer's knowledge, information and belief the Work has progressed as				By:Date:				
		dance with the Contract Docume	ents, and	OWNER: City of Ankeny, IA				
the Contract	or is entitled to payment of the	AMOUNT CERTIFIED.		Ву:	D	ate:		
				This Certificate is not negotiable. The AMOUN	T CERTIFIED is pay	able only to the		
				Contractor named herein. Issuance, payment a	and acceptance of p	ayment are without		
				prejudice to any rights of the Owner or Contract	tor under this Contra	act.		

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

BNO/CE NUMBER: 252422-01

APPLICATION NUMBER: 1

APPLICATION DATE: 01/28/24

WORK FROM DATE: 10/16/23

WORK THRU DATE: 01/27/24

CONTINUATION SHEET

AND Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is standed.
In studelines leadly amounts are standed to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

A	В											WOR	RK THRU DATE:	01/27/24
ITEM NO.	DESCRIPTION OF WORK	TOTAL	COST PER UNIT	C SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATIONS	PREVIOUS % (D dv C)	WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	TOTAL TO DATE % (G dv.C)	H BALANCE TO FINISH (C-G)	PREVIOUS RETAINAGE 0%	GURRENT RETAINAGE 5%	TOTAL RETAINAGE 5%
1.01	General Provisions and Covenants Mobilization, Demobilization, General Provisions and Cove Earthwork	0	175,000	175,000.00	0.00	0%	0.00		0.00	0%	175,000.00	0.00	0.00	0.00
2.01	General Clearing and Grubbing	1	26,525	26,525.00	0.00	0%	0.00		0.00	0%	26,525.00	0.00	0.00	0.00
2.02	Topsoil and Finished Grading Excavation and Haul-Off, Class 10	1358 2700	7 16	10,085.87 42,984.00	0.00 0.00	0%	0.00		0.00	0%	10,085.87	0.00	0.00	0.00
2.04	Excavation and Embankment, Class 10	700	40	28,224.00	0.00	0% 0%	0.00 0.00		0.00	0% 0%	42,984.00 28,224.00	0.00	0.00	0.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements Sewers and Drains	2057	40	82,938.24	0.00	0%	0.00		0.00	0%	82,938.24	0.00	0.00	0.00
4.01 4.02	15" Storm Sewer Pipe, RCP	271	125	33,929.20	0.00	0%	0.00		0.00	0%	33,929.20	0.00	0.00	0.00
4.03	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP 6" Subdrains, Case B, Type 1	2 376	1,592 10	3,183.00 3,771.28	0.00	0% 0%	0.00 0.00		0.00	0% 0%	3,183.00 3,771.28	0.00	0.00 0.00	0.00
4.04	6" Subdrains, Case C, Type 1 6" Subrdains, Detention Pond	387 203	8 9	3,181.14 1,749.86	0.00 0.00	0%	0.00		0.00	0%	3,181.14	0.00	0.00	0.00
4.06	6" Subdrain Cleanouts, Type A-1	11	835	9,185.11	0.00	0% 0%	0.00 0.00		0.00	0% 0%	1,749.86 9,185.11	0.00	0.00 0.00	0.00
4.07	6" Subdrain Outlets Into Structure Water Mains and Appurtenances	5	796	3,978.75	0.00	0%	0.00		0.00	0%	3,978.75	0.00	0.00	0.00
5.01 5.02	Water Main and Fittings Removal At and Including Connec 24" Water Main Open Cut, PVC or DIP, RJ	1	14,854	14,854.00	0.00	0%	0.00		0.00	0%	14,854.00	0.00	0.00	0.00
5.03	4" Water Main Open Cut, PVC or DIP, RJ	1	721 122	248,910.60 5,490.90	0.00 0.00	0% 0%	0.00 0.00		0.00	0% 0%	248,910.60 5,490.90	0.00	0.00	0.00
5.04	24" 45 Degree Bend 24" x 6" Tee	1	9,284	27,851.25	0.00	0%	0.00		0.00	0%	27,851.25	0.00	0.00	0.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	1	8,391 10,080	16,782.36 10,079.50	0.00	0% 0%	0.00 0.00		0.00	0% 0%	16,782.36 10,079.50	0.00	0.00	0.00
5.07 5.08	24" Gate Valve 4" Gate Valve	1 1	34,118 3,705	34,117.52	0.00	0%	0.00		0.00	0%	34,117.52	0.00	0.00	0.00
5.09	Fire Hydrant Assembly Removal	1	1,592	3,705.01 4,774.50	0.00	0% 0%	0.00 0.00		0.00	0% 0%	3,705.01 4,774.50	0.00	0.00	0.00
5.1	Fire Hydrant Assembly: 6* Gate Valve & Box, 6* Piping & Structures for Sanitary and Storm Sewers	1	5,305	15,915.00	0.00	0%	0.00		0.00	0%	15,915.00	0.00	0.00	0.00
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer.	1	12,732	12,732.00	0.00	0%	0.00		0.00	0%	12,732.00	0,00	0.00	0.00
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-50 Circular Area Intake, Type SW-512	3	2,653 822	7,957.50 2,466.84	0.00 0.00	0% 0%	0.00		0.00	0%	7,957.50	0.00	0.00	0.00
6.04	Detention Basin Outlet Structure	1	7,958	7,957.50	0.00	0%	0.00 0.00		0.00 0.00	0% 0%	2,466.84 7,957.50	0.00	0.00	0.00
7.01	Streets and Related Work 9" PCC Pavernent, Driveway	0 1023	153	0.00 156,293.94	0.00	0% 0%	0.00		0.00	#DIV/0!	0.00	0.00	0.00	0.00
7.02	7" PCC Pavement, Driveway	787	159	125,251.05	0.00	0%	0.00		0.00	0% 0%	156,293.94 125,251.05	0.00	0.00 0.00	0.00
7.03 7.04	6" PCC Curb and Gutter 6" River Rock Surfacing	30 49	159 52	4,774.50 2,547.51	0.00	0% 0%	0.00		0.00 0.00	0%	4,774.50	0.00	0.00	0.00
7.05	Detectable Warnings	60	64	3,819.60	0.00	0%	0.00		0.00	0% 0%	2,547.51 3,819.60	0.00	0.00 0.00	0.00
8.01	Site Work and Landscaping Temporary Seeding, Fertilizing, and Mulching for Convent	1	11,305	14,696.97	0.00	0%	0.00		0.00	0%	44.000.07	0.00		
8.02 8.03	Permanent Seeding, Fertilizing, and Mulching for Hydrauli	1	5,581	6,417.99	0.00	0%	0.00		0.00	0%	14,696.97 6,417.99	0.00	0.00 0.00	0.00
8.03	Rip Rap for Pipe Outlet, Class E Sit Fence	25 1135	66	1,644.50 6,004.15	0.00 0.00	0% 0%	0.00		0.00 0.00	0% 0%	1,644.50	0.00	0.00	0.00
8.05	Inlet Protection	7	122	854.14	0.00	0%	0.00		0.00	0%	6,004.15 854.14	0.00	0.00 0.00	0.00
8.06 8.07	Stabilized Construction Entrance Concrete Washout	1	4,836 2,653	4,836.16 2,652.50	0.00	0% 0%	0.00		0.00 0.00	0% 0%	4,836.16 2,652.50	0.00	0.00	0.00
8.08 8.09	Chain Link Fence Swing Gate	1061	65	69,230.25	0.00	0%	0.00		0.00	0%	69,230.25	0.00	0.00 0.00	0.00
8.1	Retaining Wall	1	2,653 291,775	2,652.50 291,775.00	0.00 0.00	0% 0%	0.00		0.00	0% 0%	2,652.50 291,775.00	0.00	0.00	0.00
8.11 8.12	Bollards	2	1,061	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.13	Permanent Seeding, Fertilizing, and Mulching for Hydrauli Wattle	406	202,078	30,311.71 6,370.14	0.00	0% 0%	0.00		0.00	0% 0%	30,311.71 6,370.14	0.00	0.00 0.00	0.00
8.14 8.15	Temporary Rolled Erosion Control Product (RECP) Tree - Maidenhair Tree	976	8	8,286.24	0.00	0%	0.00		0.00	0%	8,286.24	0.00	0.00	0.00
8.16	Tree - Moraine Sweet Gum	5	690 498	3,448.25 3,483.27	0.00	0% 0%	0.00		0.00	0% 0%	3,448.25 3,483.27	0.00	0.00	0.00
8.17 8.18	Tree - Redmond American Linden Tree - White Fir	4	419	1,676.40	0.00	0%	0.00		0.00	0%	1,676.40	0.00	0.00	0.00
8.19	Tree - Eastern Redcedar	7	531 467	2,122.00 3,267.88	0.00	0% 0%	0.00		0.00	0% 0%	2,122.00 3,267.88	0.00	0.00	0.00
8.2 8.21	Tree - Norway Spruce Shrub - Iroquis Beauty Black Chokeberry	4 8	531	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	13	51 51	407.44 662.09	0.00	0% 0%	0.00		0.00	0% 0%	407.44 662.09	0.00 0.00	0.00	0.00
8.23	Shrub - Hummingbird Summersweet Special Provisions Items	9	55	496.53	0.00	0%	0.00		0.00	0%	496.53	0.00	0.00	0.00
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage	Tank												
201	Bonds & Insuarnace Engineering	1	437,500 587,500	437,500.00 587,500.00	0.00	0%	437,500.00		437,500.00	100%	0.00	0.00	21,875.00	21,875.00
203	Tank Material	1	1,485,052	1,485,051.65	0.00	0% 0%	176,250.00 0.00		176,250.00 0.00	30% 0%	411,250.00 1,485,051.65	0.00	8,812.50 0.00	8,812.50 0.00
	Fabrication & Ship (Concrete Shaft) Fabrication & Ship (Tank Erection @ Grade)	1	123,500 426,000	123,500.00 426,000.00	0.00	0%	0.00		0.00	0%	123,500.00	0.00	0.00	0.00
206	Fabrication and Ship (Hoist Tank)	1	57,600	57,600.00	0.00	0% 0%	0.00		0.00	0% 0%	426,000.00 57,600.00	0.00	0.00	0.00
207 208	Temporary Construction Fence Deep Foundation (ACP)	1	59,000 398,300	59,000.00 398,300.00	0.00	0% 0%	0.00		0.00	0%	59,000.00	0.00	0.00	0.00
209	Pile Cap Foundation	1	798,700	798,700.00	0.00	0%	0.00		0.00	0% 0%	398,300.00 798,700.00	0.00	0.00 0.00	0.00
210 211	Site Prep for CB&I Set Derrick	1	59,000 98,400	59,000.00 98,400.00	0.00	0% 0%	0.00		0.00	0%	59,000.00	0.00	0.00	0.00
212	Concrete Shaft	1	1,078,500	1,078,500.00	0.00	0%	0.00		0.00	0% 0%	98,400.00 1,078,500.00	0.00	0.00 0.00	0.00
	Tank Erection @ Grade Paint Tank at Grade	1 1	698,000 359,000	698,000.00 359,000.00	0.00	0% 0%	0.00		0.00	0%	698,000.00	0.00	0.00	0.00
215	Hoist and Complete Tank	i	193,500	193,500.00	0.00	0%	0.00		0.00	0% 0%	359,000.00 193,500.00	0.00	0.00 0.00	0.00
216 217	Paint Tank in Air Concrete Floor	1	269,500 40,000	269,500.00 40,000.00	0.00	0% 0%	0.00		0.00	0%	269,500.00	0.00	0.00	0.00
218	Equipment Pads	1	5,000	5,000.00	0.00	0%	0.00		0.00	0% 0%	40,000.00 5,000.00	0.00	0.00 0.00	0.00
219 220	Splash Pad Interior base/floor piping.	1 1	5,000 100,000	5,000.00 100,000.00	0.00	0% 0%	0.00		0.00	0%	5,000.00	0.00	0.00	0.00
221	Doors (Oeverhead & Personnel)	1	24,000	24,000.00	0.00	0%	0.00		0.00	0% 0%	100,000.00 24,000.00	0.00	0.00	0.00
	Stelize and Fill Bulk Water Station Package Equipment	1	8,000 327,584	8,000.00 327,583.75	0.00	0% 0%	0.00		0.00	0%	8,000.00	0.00	0.00	0.00
301	Bulk Water Station Installation (Shipping/Unloading, Conc.	1	79,575	79,575.00	0.00	0%	0.00		0.00	0% 0%	327,583.75 79,575.00	0.00 0.00	0.00	0.00
600 601	Electrical for Site Service, Elevated Storage Tank, Bulk W Area Lights Pole Mounted	1 2	171,649 10,037	171,648.58 20,074.12	0.00	0% 0%	0.00		0.00	0%	171,648.58	0.00	0.00	0.00
	SCADA Equipment Installation (Level Transducer, PLC P.	1	12,520	12,519.80	0.00	0%	0.00		0.00	0% 0%	20,074.12 12,519.80	0.00	0.00	0.00
1001	ADD ALTERNATE NO. 1 6" Granular Subbase for 6" HMA Pavement	488	51	24,853.84	0.00	0%	0.00			6000			0.0000000000000000000000000000000000000	2000
1002	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	94	40,227.18	0.00	0%	0.00		0.00	0% 0%	24,853.84 40,227.18	0.00	0.00	0.00
1003	4" Sanitary Sewer Service Stub, PVC 48" Circular Sanitary Sewer Manhole, Type SW-301	38	159 12,732	6,047.70 38,196.00	0.00	0% 0%	0.00		0.00	0%	6,047.70	0.00	0.00	0.00
1005	Connection to Existing Sanitary Sewer Manhole	1	7,958	7,957.50	0.00	0%	0.00		0.00	0% 0%	38,196.00 7,957.50	0.00	0.00	0.00
	6" HMA Pavement, Driveway 5" PCC Pavement, Sidewalk/Trail	488 428	97 159	47,350.64 68,116.20	0.00	0% 0%	0.00		0.00	0%	47,350.64	0.00	0.00	0.00
		120	109	00,110.20	0.00	075	0.00		0.00	0%	68,116.20	0.00	0.00	0.00
				9,751,758.59	0.00	0%	613,750.00	0.00	613,750.00	6.29%	9,138,008.59	0.00	30,687.50	30,687.50
A/A DOCUM	ENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY	1002 - AIA1 100	22	700000000000000000000000000000000000000			The second secon							



To:

#### **PARTIAL WAIVER OF LIEN**

City of Ankeny, IA Attn: Don Clark 1210 NW Prarie Ridge Rd						
CB&I Inc. Contract Number:	374252	2422				
We, having been engaged by you to perform work in the construction of						
New E	Elevated Water Storage Tank (	Oakton and Busse) Contract				
Project No.:	10345779					
at job location site:	ANKENY, IA					
in accordance with the Agreement Signed/Effective Date of, certify that we have fully paid for all work, labor, material, supplies and equipment furnished to date by us, or by our subcontractors, or material men then due and owing. In consideration of payments to us of:\$ \$583,062.50						
for the following invoice(s),						
Invoice Number 252422-01	Invoice Amount \$583,062.50	Work Thru Date 01/27/24				
we hereby release to the extent of payment for said invoice(s) any and all lien, or claim of lien or right of claim of lien, on account of labor and/or material furnished in the performance of our work. This partial waiver of lien is limited to the work included in said invoice(s), and this waiver does not extend to any labor and/or material.						

furnished by us on prior or subsequent invoice(s).

Executed this 26th day of January, 2024.

A/R Administrator/ CB&I Storage Tank Solutions LLC



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:				
Public Works	Upgrade Essential Infrastructure				
ACTION REQUESTED:					
Motion					
LEGAL:					
No Review Required					
	SUBJECT:				
Consider motion to approve Payment #11 in the amount of \$4,705.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.					
EXE	ECUTIVE SUMMARY:				
FI	SCAL IMPACT: No				
CITY MANA	GER'S RECOMMENDATIONS:				
PREVIOUS COUNCI	L/COMMISSION/BOARD ACTION(S):				
PUBLIC	COUTREACH EFFORTS:				

ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

Payment #11

#### APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	Project Title:		NW 36th Street and NW Weigel Drive HMA Resurfacing							
city of	Contractor:				Civil [	Design	Advantage			
Ankeny	4121 NW Urbandale Drive, Urbanda					ve, Urbandale	e, IA	50322		
bringing it all tagether	Finance Budget Code:		895.	3895.4	210	-	nce Project#	_	895	5.421
	Vendor Proje					-	hase Order#			
	Original Cont	ract Date:	Mar	ch 6, 2	023	Vend	lor Account #	!: <u> </u>	24	407
Date of Council Meeting:	March 18,	2024	Paymer	nt Appl	ication	n #:	11			
	Payment	Period:	From:	Febr	uary 5,	2024	Through	h: _	March	3, 2024
Contract Summary:										
Original Contract Amount:		_ \$	218,8	64.00						
Net Change by Change Ord	ers:	\$		.=						
Contract Amount to Date: (lir	ne 1 ± 2)						218,864.00			
Total Completed and Stored	I to Date:	\$	191,5	70.63						
Retainage: 0 % of Con	npleted Work:	\$		-						
Total Earned Less Retainag	e:				\$		191,570.63			
Less Previous Applications	for Payment:				_\$		186,864.93			
SUBTOTAL:							9	\$		4,705.70
OTHER CHARGES:								\$		-
CURRENT PAYMENT DUE	:							\$		4,705.70
Balance to Finish, Including	Retainage:						27,293.37			
Contract Time Remaining:				-	- 1					
The undersigned Contractor certifies the completed in accordance with the Contractor certifies the complete certifies the certifies the complete certifies the ce	at to the best of the Co	ntractor's know	ledge, inform	ation, and	d belief the	e work co	overed by this Applic	cation f	or Payment I	has been ayment were
issued and payments received from the	Owner, and that curre						•			
Construction Contractor App	proval: Firm Nan	ne								
Signature								Date		
Engineer / Consultant Appro	oval: Firm Nar	ne .			IVII Des	sign A	dvantage			
Olina G. Jan	Fillitival	ile						3/7/	/2024	
Signature	aria .							Date		
City of Ankeny Staff Approv	al:									
Signature Signature								3/	7/20	29
olgitature								_3.0		
			1!	lab'	bto:: D	-				
Submit to: E-mail:	JHaberichter@	Ankenvlov		naperio	hter, P		Phone Numbe	er:	(515)	963-3536
- man	or idoorioritor(c								()	The second secon

#### APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

	us Applications for Pay	I	
No.	Date	<del> </del>	Amount
1	April 3, 2023	\$	14,652.14
2	April 15, 2023	\$	3,703.70
3	June 5, 2023	\$	20,142.70
4	June 19, 2023	\$	5,755.33
5	July 6, 2023	\$	2,717.25
6	September 5, 2023	\$	29,099.50
7	October 16, 2023	\$	18,874.50
8	November 18, 2023	\$	45,495.56
9	January 16, 2024	\$	19,597.00
10	February 19, 2024	\$	26,827.25
11			
12			
13			
14			
15			
16			
17			
18		Т	
19		T	
20		T	
21		Т	
22		T	
23			
24		T	
25			
26		П	
27		T	
28		Т	
29		Τ	
30		1	
31		$\top$	
32		T	
33		1	
34		1	
35		+	
ت	<u> </u>		

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 =	186,864.93

#### 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:	
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



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

City of Ankeny

Task

504

March 11, 2024

Attn: Accounts Payable 401 West First Street

Project No:

2301.073 43914

Invoice No: Due Date:

April 10, 2024

Ankeny, IA 50023-1557			Due Date:	April 10, 202	4
Project <u>Professional Serv</u>	2301.073 vices from Janua	C. of Ankeny - 36th/Weigel HM ary 29, 2024 through March 3, 2024	A Overlays		
Task	103	Topo/ROW Survey  Total this Task		0.00	
Task	107	Existing Utility Information  Total this Task		0.00	
Task	222	Joint Application Prep  Total this Task		esk	0.00
Task	302	Preliminary Roadway Design (36th)  Total this Task		0.00	
Task	303	Preliminary Roadway Design (Weigel)  Total this Task			0.00
Task	304	Preliminary Construction Drawings (HM	AA) Total this Ta	ask	0.00
Task	305	Check Construction Drawings (HMA)	Total this Ta	ask	0.00
Task Professional Per	306 sonnel	Final Construction Drawings (HMA)			
Engineer 3	Total Labor	<b>Hours</b> 2.00	<b>Rate</b> 118.00	<b>Amount</b> 236.00	236.00
			Total this T	ask	\$236.00
Task	404	Front Ends/Project Manual  Total this Task		0.00	
Task Professional Pe	405 rsonnel	Estimated Construction Costs			
Project Mana	ager 6 Total Labor	<b>Hours</b> 1.00	<b>Rate</b> 152.00	Amount 152.00	152.00
			Total this T	ask	\$152.00

**Bidding Services** 

Project	2301.073	C. of Anker	ny - 36th/Weigel HM/	A Overlays	Invoice	43914
Professional	Personnel					
			Hour		Amount	
•	/Senior Engineer		4.0		820.00	
Engineer			15.5	0 179.00	2,774.50	0.504.50
	Total La	bor				3,594.50
Reimbursab	le Expenses					
	mbursable Expens					
3/6/20		CDN.COM	Plans		704.00	
	Total Re	eimbursables			704.00	704.00
				Total th	iis Task	\$4,298.50
ask	505	Bid Letting S	ervices			
		-		Total th	is Task	0.00
「ask	701	Allendar Butz	zke - Geotechnical In	vest.		
				Total th	nis Task	0.00
Гask	998	Permits & Fe	es			
				Total th	nis Task	0.00
Task	999	Reimbursabl	e Expenses			
	le Expenses					
	ing-NPDES					
2/26/		lowa LocaliQ	NPDES advert	sing	19.20	40.00
	Total R	eimbursables			19.20	19.20
				Total th	nis Task	\$19.20
3illing Limit	s		Current	Prior	To-Date	
Total Bil	-		4,705.70	186,864.93	191,570.63	
Limi					218,864.00	
Ren	naining				27,293.37	
				Total this	Invoice	\$4,705.70

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

Project Manager

Joshua Trygstad



March 7, 2024

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

RE:

Billing Information Report #11

NW 36th Street and NW Weigel Drive HMA Resurfacing

Ankeny, Iowa CDA 2301.073

Dear Jim:

Enclosed, please find a copy of Billing Information Report #11 for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage attending bid letting and prepared bid tabulation and contracts for awarding the project to InRoads.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E. Project Manager

**Enclosures** 



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
**	in the amount of \$1,375.00 to DIXON Engineering, Inc., found Storage Reservoir Rehabilitation project.
EX	ECUTIVE SUMMARY:
F	FISCAL IMPACT: <b>No</b>
CITY MANA	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):
PUBLI	C OUTREACH EFFORTS:

ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

#### Click to download

Payment #5

	Project Title	iL	Delaware Groun				bilita	ation Project
Androner	Contractor:		1104 Tk			neering, Inc.	10	940
Allkeny	Address: Finance Budget Code:		1104 Third Ave, Lake Odessa, N 637.3637.4210 Finance Project					
bringing it all together	Vendor Proje	· <del>-</del>	IA2023TSW-		-	nase Order #		037.4210
	Original Con				-	or Account #	-	9477
			,				-	
Date of Council Meeting:	March 18,	2024	Payment App	lication	n #:	5		
	Payment	Period:	From: Janu	uary 1,	2024	Throug	h:	February 29, 2024
Contract Summary:								
Original Contract Amount:		\$	7,225.00					
Net Change by Change Ord	ers:	\$	42,850.00					
Contract Amount to Date: (lin			3	\$		50,075.00		
Total Completed and Stored	I to Date:	\$	40,600.00					
	pleted Work:	\$	-	•				
Total Earned Less Retainag	1.			\$		40,600.00		
Less Previous Applications				\$		39,225.00		
SUBTOTAL:	•			-			\$	1,375.00
OTHER CHARGES:							\$	-
CURRENT PAYMENT DUE	:					:	\$	1,375.00
Balance to Finish, Including	Retainage:			\$		9,475.00		
Contract Time Remaining:				Worki	ing Day	ys		
The undersigned Contractor certifies the completed in accordance with the Contrissued and payments received from the Construction Contractor App	act Documents, that a Owner, and that curre	all the amounts h ent payment sho	ave been paid by the (					
Signature							Date	
Engineer / Consultant Appro			DIX	XON E	nginee	ring, Inc.		
MASTUL	Firm Na	me						March 1, 2024
Signature							Date	
City of Ankeny Staff Approv	al:							
Signature	Carl						Date	3/1/24
Oignataio							Date	
Submit to:		Don C	Clark, Director of	f Munic	ipal Ut	ilities		
E-mail:	dclark@an	kenyiowa.g			•	hone Numbe	r:	515-963-3529
Part of the second seco		,			•			

Date Printed: 3/1/2024

Previous Applications for Payment:

No.	Date	Amount
1	April 7, 2023	\$ 5,850.00
2	June 19, 2023	\$ 1,375.00
3	October 17, 2023	\$ 4,050.00
4	December 4, 2023	\$ 27,950.00
5		
6		
7		
8		
9		
10	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous	<b>Applications</b>	for Payment:

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	No.	ous Applications for Payn Date	Amount
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	36		
39 40 41 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	37		
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	38		
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	39		
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	40		
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	41		
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	42		
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	43		
46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69	44		
47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69	45		
48 49 50 51 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69	46		
49       50       51       52       53       54       55       56       57       58       59       60       61       62       63       64       65       66       67       68       69	47		
50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69	48		
51       52       53       54       55       56       57       58       59       60       61       62       63       64       65       66       67       68       69	49		
52   53   54   55   56   57   58   59   60   61   62   63   64   65   66   67   68   69   69	50		
53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69	51		
54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69	52		
55   56   57   58   59   60   61   62   63   64   65   66   67   68   69   69			
56 57 58 59 60 61 62 63 64 65 66 67 68 69			
57 58 59 60 61 62 63 64 65 66 67 68 69			
58 59 60 61 62 63 64 65 66 67 68 69			
59 60 61 62 63 64 65 66 67 68 69			
60 61 62 63 64 65 66 67 68 69			
61 62 63 64 65 66 67 68 69			
62 63 64 65 66 67 68 69			
63 64 65 66 67 68 69	<b></b>		
64 65 66 67 68 69			
65 66 67 68 69			
66 67 68 69 69			
67 68 69			
68 69			
69	67		
70	3		
	70		

PREVIOUS PAY APPS TOTAL = \$ 39,225.00

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 = \$ 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:

0.0

Working Days Remaining:

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

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

Invoice number

24-0165

Date

02/29/2024

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	1,550.00	0.00
Project Administration		5,000.00	5,000.00	0.00
Cathodic Installation		1,550.00	1,550.00	0.00
Weld Services		3,100.00	3,100.00	0.00
Critical Phase Services		24,750.00	19,250.00	1,375.00
Finalization Site Review		3,100.00	1,550.00	0.00
Warranty Observation		3,800.00	0.00	0.00
	Subtotal	50,075.00	39,225.00	1,375.00
	Total	50,075.00	39,225.00	1,375.00

Invoice total

1,375.00

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

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
**	t in the amount of \$1,000.00 to DIXON Engineering, Inc., for and Storage Reservoir Rehabilitation project.
EX	ECUTIVE SUMMARY:
F	FISCAL IMPACT: <b>No</b>
CITY MANA	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):
PUBLI	C OUTREACH EFFORTS:

ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

#### Click to download

Payment #2

	Project Title:		/lagazine Groun				bilita	tion Project
city of	Contractor:	: DIXON Engineering, Inc.						
Ankenv	Address: 1104 Third Ave, Lake Odessa, M					488	349	
beinging it all together	Finance Bud	get Code:	612.3612.4	210	Finan	ce Project#	:	
	Vendor Proje	ect#:	IA2023TSW-	-5693	Purch	ase Order #	t:	612.421
	Original Con	tract Date:	October 16,	2023	Vendo	or Account #	#: _	9477
Date of Council Meeting:	March 18,	2024	Payment App	licatio	n #:	2		
Date of Council Meeting.		2024	r ayment App	iicatio	711 <del>11</del> .		_	
	Payment	Period:	From: Octo	ber 20	, 2023	Throug	h: _	January 8, 2024
Contract Summary:								
Original Contract Amount:		\$	8,175.00					
Net Change by Change Ord	ers:			•				
Contract Amount to Date: (lin	ne 1 ± 2)			\$		8,175.00		
Total Completed and Stored	to Date:	\$	8,175.00					
Retainage: 0 % of Com		\$	-					
Total Earned Less Retainag				\$		8,175.00		
Less Previous Applications f	for Payment:			\$		7,175.00		
SUBTOTAL:							\$	1,000.00
OTHER CHARGES:							\$	
CURRENT PAYMENT DUE	:						\$	1,000.00
Balance to Finish, Including	Retainage:			\$	,	-		
Contract Time Remaining:			) <del>-</del>	Worl	king Day	s		
The undersigned Contractor certifies that completed in accordance with the Contractor and payments received from the Construction Contractor App	act Documents, that a Owner, and that curre	all the amounts ha	ave been paid by the (					
Signature						-	Date	
Engineer / Consultant Appro			DIX	XON E	ngineer	ing, Inc.		
The State	Firm Nar	ne						
Planeture Planeture							5.	March 7, 2024
Signature							Date	
City of Ankeny Staff Approv	al:							
hourseld (	land							3-11-24
Signature							Date	
Submit to:			lark, Director of	f Muni				
E-mail:	dclark@an	kenyiowa.go	VO		Pł	one Numbe	r: _	515-963-3529

Date Printed: 3/11/2024

**Previous Applications for Payment:** 

No.	Date	Amount
1	Tech Specs, Bidding	\$ 7,175.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26	· ·	
27		
28		
29		
30		
31		
32		
33		
34		
35	1	1

Desidence	Analizations	for Payment:	
Previous	ADDIICATIONS	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 = \$ 7,175.00

#### Record of Change Orders:

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

### CHANGE ORDER TOTAL = \$

Contract Period:	Working Days
Construction Start Date:	
Substantial Completion:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.
Working Days Used to Date:	
Working Days Remaining:	0.
Full Completion:	
Contract Working Days:	
Added by Change Order:	

0.0

Working Days Remaining:

385	SITE WORK AND LANDSCAPING		#165000000000000000000000000000000000000	67,44984/85866						WARREST WARRY		WAR 65/65		
9.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.02					0.00		\$ -		\$ -		0.00	\$ -	0,00	0.00%
9.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.04					0.00		\$ -		5 -		0.00	\$ -	0.00	9.00%
9.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8982	DEMOLITION	90.9					1000 CONT. (1000)	100 ASS (100 ASS)					345,585,785,65	
10.01					0.00		\$ -	I	\$		0.00	\$ -	0.00	0.00%
3000	MISCELLANEOUS	2000					Washings Wilson	######################################						
11.01					0.00		\$ -		s -		0.00	\$ "	0.00	0.00%
11.02					0.00		\$ -		5 -		0.00	s -	0.00	0,00%
11.03					0.00		-		\$ -		0.00	s -	0.00	0.00%
11.04					0 00		5 -		5 -		0.00	\$ ·	0.00	0.00%
11.05					0.03		\$ -		5 -		0.00	\$ -	0.00	0.00%
984888	CHANGE ORDER ITEMS												2555555E	
12.01					0.00		\$ -	I	\$ .		0.00	\$ -	0.00	0.00%
12.02			L		0.00		\$ -	L	s -		0.00	\$ -	0.00	0.00%
12 03					0.00		\$ -		s -		0.00	\$ -	0.00	0.00%
12.04					0.00	L	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		5 -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 8,175.00 PAY PERIOD = \$ 8,175.00

COMPLETED = \$ 8,175.00

100,00%

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

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

Invoice number

24-0220

Date

03/07/2024

Project IA2023TSW-5693 ANKENY IA

		***************************************	
	Contract Amount	Prior Billed	Current Billed
	7,175.00	7,175.00	0.00
	1,000.00	0.00	1,000.00
Subtotal	8,175.00	7,175.00	1,000.00
Total	8,175.00	7,175.00	1,000.00
		7,175.00 1,000.00 Subtotal 8,175.00	Amount Billed  7,175.00 7,175.00  1,000.00 0.00  Subtotal 8,175.00 7,175.00

Invoice total

1,000.00

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

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:				
Public Works	Upgrade Essential Infrastructure				
ACTION REQUESTED:					
Motion					
LEGAL:					
No Review Required					
SUI	BJECT:				
Consider motion to approve Payment #37 in the amount of \$2,510.00 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.					
EXECUTIV	E SUMMARY:				
FISCAL I	MPACT: No				
CITY MANAGER'S I	RECOMMENDATIONS:				
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):					
PUBLIC OUTR	EACH EFFORTS:				

### ACTION REQUESTED:

### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

THE TIME TO SEE THE TOTAL TO SEE THE TOT
Click to download
□ Payment #37

	Project Title:		West First Stre	et Widen	ing and I	mproven	ents	- Phase	1
city of	Contractor:	ctor: Foth Infrastructure and Environment, LLC							
Ankeny	Address:	PO Box 8418 Carol Stream, IL 60197-8418							
bringing it all together	Finance Bud	get Code:	970.3970.4	1210	Financ	e Projec	t #	970	.4210
	Vendor Proje	ct or Invoid	e #:	66017		PO	) # <sup>_</sup>		
	Original Cont	tract Date:	Decembe	er 17, 201	8	Vendo	r#_	20	078
		10							
<b>Date of Council Meeting:</b>	March	2024				IENT RE	QUE	ST#	37
	PAYM	ENT PERIO	D: From:	January 1	1, 2024	_ Throu	gh: _	January	/ 31, 2024
0 4 40									
Contract Summary		•	007 700 00						
Original Contract Amount:		\$	237,720.00	-					
Net change by Change Orde			2,127,635.00	-	0.005	055.00			
Contract Amount to Date: (line	e 1 ± 2)			<del>\$</del>	2,365	,355.00			
Total completed and stored to	o date:	\$	2,362,778.64						
Retainage: 0 % of Com		\$	2,302,770.04	-					
Total Earned less Retainage:	50°	Ψ		\$	2 362	,778.64			
Less previous applications for				\$		,268.64			
SUBTOTAL	r paymont.			Ψ	2,000	,200.01	\$		2,510.00
									2,010.00
OTHER CHARGES (Attach an	itemized list)						\$		_
•									
CURRENT PAYMENT DUE							\$		2,510.00
Balance to finish, including re	etainage:			\$	2	,576.36			
Contract Time Remaining (If	applicable)		-	_ Workin	g Days				
The undersigned Contractor certifies that	to the best of the Con	tractor's knowled	ge, information and b	elief the work	covered by t	his Application	on for I	Payment has I	been completed
in accordance with the Contract Documer payments received from the Owner, and t	nts, that all the amount	s have been paid	d by the Contractor fo						
Construction Contractor App.		nown nereni is ni	ow due.						
Constitution Contractor App.	Firm Nam	e							
Signature							Date		
Engineer / Consultant Approx	val:		Foth Infras	tructure a	and Envir	onment,	LLC		
Prodley D. I	Firm Nam	and descriptions	ly D. Hopkay play@foh.com, OwToth Infrastructure & Environm free document 8 6 6507	rert, LLC*, OU-Infrastructure Div	fsion, CN+Bradley D. Hopkey				
Bradley D. I	поркеу	Restor, I am approving Suita: 2024 02 27 09 48 2	his document le 66'00'		2000 0000000000000000000000000000000000		Date	February 2	27, 2024
City of Ankeny Staff Approva							Date		
ony or rumony drain ripprova	1 ,	/	/					,	1
	Adam	heh	usb				(	12/27	/24
Signature							Date	1	
Submit to:			P.E Public W					/5451	200 0505
E-mail: ALust@	Ankenylowa.go	<u>ov</u>	Phone:	(515) 963	3-353/	_	ax: -	(515) 9	963-3535

**Previous Applications for Payment** 

Date	Amount
Moreh 4 2019	· · · · · · · · · · · · · · · · · · ·
March 4, 2019	
	\$ 21,467.14 \$ 90,346.10
	\$ 137,221.66
	\$ 31,744.34
	\$ 47,472.86
	\$ 43,295.26
	\$ 62,134.48
	\$ 118,678.59
	\$ 49,060.78
	\$ 29,305.10
	\$ 63,725.08
	\$ 139,165.99
	\$ 276,493.45
	\$ 42,625.00
June 7, 2021	\$ 108,656.27
	\$ 146,610.79
	\$ 123,961.96
December 6, 2021	\$ 53,266.08
March 21, 2022	\$ 45,333.98
May 2, 2022	\$ 39,001.21
	\$ 35,283.97
August 1, 2022	\$ 82,812.47
September 6, 2022	\$ 39,430.14
October 3, 2022	\$ 57,332.58
November 7, 2022	\$ 49,614.78
December 5, 2022	\$ 51,439.19
December 19, 2022	\$ 36,558.37
January 17, 2023	\$ 23,560.68
March 6, 2023	\$ 16,063.73
April 3, 2023	\$ 13,790.00
	\$ 14,149.82
January 16, 2024	\$ 49,724.24
	Date February 4, 2019 March 4, 2019 April 1, 2019 May 6, 2019 June 3, 2019 August 5, 2019 September 3, 2019 October 7, 2019 November 4, 2019 February 3, 2020 March 2, 2020 April 6, 2020 March 1, 2021 June 7, 2021 September 20, 2021 November 15, 2021 November 15, 2021 March 21, 2022 May 2, 2022 June 6, 2022 August 1, 2022 September 6, 2022 October 3, 2022 November 7, 2022 December 5, 2022 December 19, 2022 January 17, 2023 March 6, 2023 April 3, 2023 May 1, 2023

**Previous Applications for Payment** 

No.	Date	Amount
36	February 19, 2024	\$ 4,690.00
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56	44	
57		
58		
59		
60		
61		
62		
63		
64		
65		
$\vdash$	· · · · · · · · · · · · · · · · · · ·	
<u></u>		
<b>—</b>	***************************************	
<b>_</b>		
L		

**Record of Change Orders** No. Date Amount May 6, 2019 1 \$ 709,260.00 2 June 15, 2020 \$ 379,390.00 3 February 1, 2021 \$ 526,885.00 4 March 7, 2022 \$ 452,600.00 5 December 18, 2023 \$ 59,500.00 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

	Working Days
	4
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	

\$2,127,635.00

25

**TOTAL** 

TOTAL \$ 2,360,268.64





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

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

**Period:** January 1, 2024 – January 31, 2024

#### Work Completed:

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

Project coordination

Project closeout & prep for DOT audit

#### Work Scheduled:

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

Project closeout & DOT audit

• Complete Ankeny post-construction submittals

#### **Submittal Schedule:**

The following dates are according to the original project contract:

Professional Services Agreement Approved
Design Survey and Mapping

December 17, 2018
December 2018, Complete January 2019

Functional Design
Amendment 1
February 2019, Complete March 2019
May 6, 2019

Bidding of NW Northlawn Sewer December 10, 2019
Bidding of Joint Utility Trench February 11, 2020

Project Information Meeting March 10, 2020
Bidding of Temporary Traffic Signals June 25, 2020

Bidding of Roadway Project December 15, 2020

Amendment 2 June 15, 2020 Amendment 3 February 1, 2021

Opening of W First St for Winter October 14, 2021
Amendment 4 March 7, 2022

Last Contracted Working Day (130) October 12, 2022
Last Counted Working Day (163) November 23, 2022

Construction Punch List Complete December 13, 2022

Final Change Order #6

Final Pay Request #20

December 18, 2023

December 18, 2023

Certificate of Completion Issued December 18, 2023

Amendment 5 December 18, 2023

#### **General Comments:**

### Invoice



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

February 16, 2024

Project No:

0018A039.01

Invoice No:

88541

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

Invoice Total

USD 2,510.00

Project

0018A039.01

West First Street Widening

Professional Services through January 31, 2024

**Professional Personnel** 

	Hours	Rate	Amount
Lead Project Engineer	1.00	190.00	190.00
Technician I	18.50	80.00	1,480.00
Construction Manager	5.00	168.00	840.00
Totals	24.50		2,510.00
- · · · · ·			

**Total Labor** 

2,510.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,510.00	2,360,268.64	2,362,778.64
Limit			2,365,355.00
Remaining			2,576.36

**Total This Invoice** 

USD 2,510.00



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:				
Public Works	Enhance Quality of Life				
ACTION REQUESTED:					
Motion					
LEGAL:					
No Review Required					
S	UBJECT:				
Consider motion to approve Payment #10 in the amount of \$4,643.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.					
EXECUT	TIVE SUMMARY:				
FISCA	L IMPACT: <b>No</b>				
CITY MANAGER'S RECOMMENDATIONS:					
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):					
PUBLIC OUTREACH EFFORTS:					

ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

Click	to	down	heal

Payment #10

	Project Title:	ja.							
Anlrong	Contractor: Address:	-	5525 N	Aorio Ha			,200, Johhns	ton	IA 50121
Allkeny		not Code:		2.3922.4			ce Project#		922.4210
bringing it all together		Finance Budget Code: Vendor Project #:		220196 Purchase Orde		-	-	NA	
	Original Con		Mar	ch 20, 2		-	r Account #	_	5531
	Original Con	tract Date.	IVIGI	011 20, 2	.020	- Vendo	7 Account #		3331
Date of Council Meeting:	March 18,	2024	Payme	ent Appl	ication	n #:	10		
	Payment	Period:	From:	Nover	nber 25	5, 2023	Through	h: _	February 23, 2024
Contract Summary:									
Original Contract Amount:		\$	107,	920.00					
Net Change by Change Orde	ers:	\$		_					
Contract Amount to Date: (lin	e 1 ± 2)			- 3	\$		107,920.00		
Total Completed and Stored	to Date:	\$	73,	377.75					
Retainage: 0 % of Com	pleted Work:	\$		-					
Total Earned Less Retainage	e:				\$		73,377.75		
Less Previous Applications for	or Payment:				\$		68,734.25		
SUBTOTAL:							5	\$	4,643.50
OTHER CHARGES:								\$	-
CURRENT PAYMENT DUE:							:	\$	4,643.50
Balance to Finish, Including	Retainage:				\$		34,542.25		
Contract Time Remaining:				-	Worki	ing Day	s		
The undersigned Contractor certifies that completed in accordance with the Contra	t to the best of the Co	ontractor's knowl	ledge, infor	nation, and	belief the	work cove	ered by this Applic	ation	for Payment has been
issued and payments received from the	Owner, and that curre				Jonnacion		or willon previous	OCILII	leate(s) for 1 ayment were
Construction Contractor App	roval: Firm Nar	ne			e)	NA			
Signature								Date	
Engineer / Consultant Appro	val:				HR G	Green, li	nc.		
B 111	Firm Nar	ne							February 29, 2024
Signature								Date	rebluary 29, 2024
City of Ankeny Staff Approva	al:	201						6	2/29/2024
Signature	0							Date	
Submit to:		Α.	Nott Gra	rich Ci	uil Engi	ingor II			
E-mail:	mgrgurich@a		latt Grg	arion, Ol	vii Liigi		one Number	r·	515-963-3549
a	mgr gurion (w)	acitylova	1904			1.1	IOI IO I AUI IIDO		010-000-0040

1.00 PROJECT MANAGEMENT & ADMINISTRATION Engineering	UNITS	PROPOSED	CHANGE (BY	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE THIS PAY PERIOD THIS PAY PERIOD	TOTAL QUANTITY	TOTAL VALUE	FROM PREVIOUS	TOTAL QUANTITY COMPLETE	COMPLETED	REMAINING	PERCENT
	1 12		CHANGE ORDER!					THE PARTY AND A PA					T LAWCO
	<b>a</b>		מושוים המושים						PAY PERIODS		WORK		
Engineering	E E												
Engineering	i	1.00		1.00	\$ 832.00	s		\$ 832.00		1.00	\$ 832.00	00.00	100.00%
Engineering	5	1.00		1.00	\$ 479.50	\$	1.00	\$ 479.50		1.00	\$ 479.50	0.00	100.00%
Engineering	EA	1.00		1.00	\$ 821.75	s		\$ 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	00.00	100.00%
Engineering	Ę	1.00		1.00	\$ 1,419.50	\$ 1,419.50	1.00	\$ 1,419.50		1.00	\$ 1,419.50	00.00	100.00%
Engineering	Ē	1.00		1.00	\$ 1,368.50	\$ 1,368,50	1.00	\$ 1,368.50		1.00	\$ 1,368.50	00.00	100.00%
Engineering	Æ	1.00		1.00	\$ 2,277.00	\$ 2,277.00	1.00	\$ 2,277.00		1.00	\$ 2,277.00	00.00	100.00%
Engineering	Ą	1.00		1.00	1,953.00	\$ 1,953.00	1.00	\$ 1,953.00		1.00	\$ 1,953.00	00.00	100.00%
Engineering	Ā	1.00			\$ 416.00	es	_	\$ 416.00		1.00	\$ 416.00	0.00	100.00%
Engineering	Ą	1.00		1.00	\$ 3,128.50	\$ 3,128.50	1.00	\$ 3,128.50		1.00	\$ 3,128.50	00.00	100.00%
Engineering Engineering Engineering Engineering Engineering S.00 CONCEPT DESIGN Engineering									THE REAL PROPERTY.	The state of the s			
Engineering	Ą	1.00		1.00	\$ 980.00	\$ 980.00	1.00	\$ 980.00		1.00	\$ 980.00	0.00	100.00%
Engineering	Ą	1.00		1.00	\$ 4,247.50	\$ 4,247.50		\$ 4,247.50		1.00	\$ 4,247.50	00.00	100.00%
Engineering Engineering S.00 CONCEPT DESIGN Engineering	Ā	1.00		-	8,855.00	\$ 8,855.00	1.00	\$ 8,855.00		1.00	\$ 8,855.00	00.00	100.00%
Engineering	EA	1.00		+-						1.00	\$ 6,055.00	00.00	100.00%
8.00 CONCEPT DESIGN Engineering	Æ	1.00		-	\$ 1,410.00	\$ 1,410.00	1.00	\$ 1,410.00		1.00	\$ 1,410.00	00.00	100.00%
3.00 CONCEPT DESIGN Engineering	Ā	1.00		-			-			-		0.00	100.00%
3.00 CONCEPT DESIGN Engineering													
Engineering Engineering Engineering Engineering Engineering Engineering Charactering Engineering Engineering Engineering Engineering								The second second					
Engineering Engineering Engineering Engineering Engineering Engineering Engineering Engineering 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 Engineering Engineering Engineering Engineering A.00 SURVEY & MAPPING Engineering	Ą	1.00		1.00 \$	11,615.00	\$ 11,615.00		\$ 11,615.00		1.00	\$ 11,615.00	0.00	100.00%
Engineering Engineering Engineering Engineering A.00 SURVEY & MAPPING Engineering	EA	1.00		1.00 \$		es		\$ 3,142.50		_	\$ 3,142.50	0.00	100.00%
Engineering Engineering Engineering A.00 SURVEY & MAPPING Engineering	EA	1.00		1.00 \$	1,782.50	\$ 1,782.50	1.00	\$ 1,782.50			\$ 1,782.50	0.00	100.00%
Engineering Engineering 4.00 SURVEY & MAPPING Engineering	EA	1.00		1.00 \$	87.50	\$ 87.50	1.00	\$ 87.50		1.00	\$ 87.50	0.00	100.00%
Engineering 4.00 SURVEY & MAPPING Engineering	Ę	1.00		1.00 \$	43.75	\$ 43.75	1.00	\$ 43.75		1.00	\$ 43.75	0.00	100.00%
4.00 SURVEY & MAPPING Engineering	EA	1.00		1.00 \$	1,515.00	\$ 1,515.00	1.00	\$ 1,515.00			\$ 1,515.00	00.00	100.00%
4.00 SURVEY & MAPPING Engineering				0.00		9						00.00	0.00%
4.00 SURVEY & MAPPING Engineering				00.00		9		. 8				0.00	0.00%
4.00 SURVEY & MAPPING Engineering				00.00		9				00.00	. 8	0.00	0.00%
Engineering													
D	EA	1.00		1.00 \$		\$ 57.50	1.00	\$ 57.50		_	\$ 57.50	0.00	100.00%
Engineering	EA	1.00		1.00 \$	8,968.75	\$ 8,968.75	1.00	\$ 8,968.75		_	\$ 8,968.75	0.00	100.00%
Engineering	EA	1.00		1.00 \$	2,472.50	\$ 2,472.50	1.00	\$ 2,472.50		$\overline{}$	\$ 2,472.50	0.00	100.00%
				00.0		<del>У</del>				00.00	ا ج	0.00	0.00%
				00.00		ı <del>У</del>		. 8		00.00		00.00	0.00%
				00.0		· •Э		- 8		00.00	- 8	0.00	0.00%
				00.00		٠ ج		- 8		0.00	. 8	0.00	0.00%
				00.00		ı <del>S</del>				_		0.00	0.00%
				0.00		•				_	·	0.00	0.00%
				00.00		- 8		1		0.00	· •	0.00	0.00%
							The same of the sa						

Date printed: 2/29/2024

#### Previous Applications for Payment:

No.	Date	Tient	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	November 6, 2023	\$	7,029.50
8	November 20, 2023	\$	2,040.50
9	December 18, 2023	\$	459.75
10			
11			
12			
13		Š	
14			
15			
16			
17			
18			
19			
20			
21		Π	
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			

Draviana	Annlingtions	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 = \$ 68,734.25

### 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 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.





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

February 28, 2024

Matt Grgurich 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 Matt:

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 #	172500
Period covered by invoice	11/25/23 - 2/23/24
Amount this invoice	\$4,643.50
Total billings to date, including this invoice	\$73,377.75
Contract maximum fee	\$107,920.00
% of Contract billed to date	68%

#### Summary of services during this billing period:

- Project Management & Admin
- · Concept & Roundabout alternative coordination & meeting
- Updated Traffic Memo

#### 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 319-841-4000

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

February 23, 2024

Project No:

220196

Invoice No:

172500

Invoice Total:

\$4,643.50

Project

220196

Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection

NW Irvinedale Drive and NW 18th Street Intersection Improvements

<b>Professional</b>	Services	Through	February	23, 2024

Professional Serv	ices Through F	ebruary 23, 2024					
Phase	1.0	Project Managem	ent and Administra	ation			
<b>Professional Pers</b>	onnel	-					
			Hours		Amount		
Senior Profess	ional		2.50		775.00		-
Professional			9.00		2,160.00		
Admin Coordin	ator		1.50		193.50		
	Totals		13.00		3,128.50		
	Total Labor					3,128.50	
				Total this	s Phase	\$3,128.50	
Phase	3.0	Concept Design					
<b>Professional Pers</b>	onnel						
			Hours		Amount		
Professional			7.00		1,515.00		
	Totals		7.00		1,515.00		
	Total Labor					1,515.00	
				Total this	s Phase	\$1,515.00	
Billing Limits			Current	Prior	To-Date		
Total Billings			4,643.50	68,734.25	73,377.75		
Limit					107,920.00		
Remaining	1				34,542.25		
				Total this	Invoice	\$4,643.50	



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:			
Economic Development	Exercise Financial Discipline			
ACTION REQUESTED:				
Motion				
LEGAL:				
No Review Required				
SUB	JECT:			
Consider motion to approve Payment #10 in the amount of \$7,538.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.				
EXECUTIVI	E SUMMARY:			
FISCAL II	MPACT: <b>No</b>			
CITY MANAGER'S R	RECOMMENDATIONS:			
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):			
PUBLIC OUTR	EACH EFFORTS:			

ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

#### Click to download

Payment #10 - ISG

	Project Title	ject Title: High Trestle Park Phase I							
city of	Contractor:Address:		ISG						
Ankeny			115 East	Hickory St.	, Suite 300 Mar	ankato, MN 56001			
bringing it all sugether	Finance Bud	dget Code:	99.2990.4	210	Finance	Project Code:	990.421		
	Vendor Proj	ect or Invoice	#:	102350	PC	) #			
Œ	Original Cor	ntract Date:	May 1	6, 2022	Vendo	or#	10037		
Date of Council Meeting	3/18/20	)24			PAYMENT RE	EQUEST#	10		
	PAYN	MENT PERIOD	: From:	02/01/2	<u>24</u> t	hrough:	02/29/24		
Contract Summary									
Contract Summary Original Contract Amount:		\$	68,400.00						
Net change by Change Orders:		\$	00,400.00	-					
Contract Amount to Date: (line 1 ±	+ 2)	Ψ		- \$	68,400.00				
Consider another to Date. (into 12	/			Ψ	00,400.00	-			
Total completed and stored to da	ate:	\$	45,475.00						
Retainage: 0 % of Com		\$	-	- ,					
Total Earned less Retainage:				\$	45,475.00				
Less previous applications for pa	ayment:			\$	37,936.25	-			
SUBTOTAL							7,538.75		
OTHER CHARGES (S)						•			
OTHER CHARGES (Please attach	an itemized list)					\$	-		
CURRENT PAYMENT DUE						\$	7,538.75		
							minimate de la companya de la compa De la companya de la		
Balance to finish, including retain	nage:			\$	22,925.00	-			
0 1 17 5									
Contract Time Remaining (If appli	cable)		-						
The undersigned Contractor certifies that to the with the Contract Documents, that all the amou and that current payment shown herein is now	ınts have been paid l								
Construction Contractor Approve									
Out O	Firm Name					2/6/2004			
Bill Bartz Signature						3/6/2024 Date			
Engineer/Consultant Approval:	Firm Name				Military on the Control of the Contr				
	Filli Name								
Signature	7 1	1				Date			
City of Ankeny Staff Approval	VOKeN	/ Drd				310/21	1		
Signature	40101	0000				Date			
Outeritte									
Submit to:		DI-			Γ				
Email:		Pho	one:	-	Fax:				



City of Ankeny 410 West 1st Street Ankeny, IA 50023 Invoice Number

102350

Date

02/29/2024

Project 22-26951 High Trestle Park Phase 1 - Ankeny, IA

Progress billing for professional services provided through date of invoice

\*\*INCLUDE PAY APP\*\*
Updating Preliminary Design Concepts

Description	Contract Amount	Prior Billed	Current Billed
Design			
Survey	\$9,000.00	\$9,000.00	
Permitting	\$2,600.00		
Preliminary Design	\$18,700.00	\$18,700.00	
Final Design	\$23,700.00	\$10,236.25	\$7,538.75
Bidding	\$3,600.00		
Construction			
Construction Staking	\$5,000.00		
Construction Administration	\$5,800.00		
	\$68,400.00	\$37,936.25	\$7,538.75

**Invoice Amount** 

\$7,538.75

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month. If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

**Automated Clearing House (ACH) Instructions** 

Account Name: I&S Group, Inc. ABA/Routing Number: 073000642 Account Number: 2348642289 Send Remittance to: AR@ISGinc.com

City of Ankeny

Invoice number 102350

Invoice date 2/29/2024



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
Consider motion to approve Payment construction services on the North Four M	#8 in the amount of \$155,977.32 to J&K Contracting, for file Creek Trunk Sewer project.
EX	KECUTIVE SUMMARY:
]	FISCAL IMPACT: <b>No</b>
CITY MAN.	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):
PUBL	IC OUTREACH EFFORTS:

ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

#### Click to download

Payment #8

	Project Title	:	North		Mile Creek Trunk Se	wer	
city of	Contractor:				&K Contracting		
Anker	Y Address:				Drive, Urbandale, Iow		200 1150
bringing it all		4 41.	660.3660.4	152	Finance Project #		660.4452
	Vendor Proj Original Cor		April 3, 20	23	_ Purchase Order # Vendor Account #		8611
	Original Cor	itract Date.	April 5, 20	2.0	vendor Account #	·	0011
Date of Council Me	eting: March	2024	Payment Appl	icatio	on#:8	_	
	Paymen	t Period:	From: Janua	ary 31	1, 2024 Through	n: Febr	uary 29, 2024
Contract Summary	ì						
Original Contract Am		\$	2,000,000.00				
Net Change by Char	nge Orders:	\$	11,000.00				
Contract Amount to				\$	2,011,000.00		
Total Completed to I	Date:	\$	1,945,782.00				¥
	of Completed Work:	\$	97,289.10				
Total Earned Less R		-		\$	1,848,492.90		
Less Previous Applic				\$	1,692,515.58		
SUBTOTAL:	•		,				155,977.32
OTHER CHARGES:	STORED MATERIALS	S				· · · · · ·	
CURRENT PAYMEN	NT DUE:				,	\$	155,977.32
Balance to Finish, In	cluding Retainage:		i d	\$	162,507.10		
Contract Time Rema	aining:		(12.00)	Wor	king Days		
completed in accordance wit	certifies that to the best of the C h the Contract Documents, that ed from the Owner, and that cur ctor Approval:  J&K	all the amounts h	nave been paid by the C	belief to	ne work covered by this Applic or for work for which previous	cation for Payr Certificate(s)	nent has been for Payment were
1	Firm Na	ame				2/1/2	
Signature	1/1					Date	
Engineer / Consulta	nt Approval: Foth		e and Environm	ent, L	LC		
Signature	isu	ame .				3 5  Date	24
City of Ankeny Staff	Approval:						
Los	iald Comb					3/5	124
Signature						Date	
The second secon	Clark, Director of Muni	<u> </u>				_	45.000.0500
E-mail:	dclark@a	<u>ınktnyiowa.g</u>	<u>ov</u>		Phone Numbe	r: <u>5</u>	15-963-3529

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL	U	NIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	QUANTITY FROM PREVIOUS	TOTAL QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK	1200	The second	The second		22				The second second					367
2.1	CLEARING AND GRUBBING	ACRE	3.70	0.00	3.70	\$	9,000.00	\$ 33,300.00		\$ -		3.70	\$ 33,300.00	0.00	100.00%
	SEWERS AND DRAINS	S FE				20				Sec. Al Sec.	No. of Street,	1000		Secretary and the	
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260.00	0.00	1,260.00	\$	250.00	\$ 315,000.00		\$ .		1,281 00	\$ 320,250.00	(21.00)	101.67%
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN	LF	1,172.00	0.00	1,172.00	\$	950.00	\$1,113,400.00		\$ -		1,151.00	\$1,093,450.00	21.00	93.21%
4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110.00	0.00	110.00	\$	2,000.00	\$ 220,000.00		\$ -		110.00	\$ 220,000.00	0.00	100.00%
1000	STRUCTURES FOR SANITARY AND STORM SEWERS	Section				16			REPER N		The state of the state of		COPE STREET	是是然是的经验	8-3-30-3
6.1	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9.00	0.00	9.00	\$	14,500.00	\$ 130,500.00	0.00	\$ -		9.00	\$ 130,500.00	0.00	100.00%
6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00	0.00	1.00	\$	8,000.00	\$ 8,000.00		\$ .		1.00	\$ 8,000.00	0.00	100.00%
<b>阿里</b>	TRAFFIC CONTROL		AND STREET,	September 1		310				P. C. P. S. S. S.	特别是被包括各	12 200		A PARTY AND	15.15.15.14 (F)
8.1	TRAFFIC CONTROL	LS	1.00	0.00	1.00	\$	5,000.00	\$ 5,000.00		\$ .		1.00	\$ 5,000.00	0.00	100.00%
F3254	SITE WORK AND LANDSCAPING	Sept.			TO STATE	20		5000	<b>经验证证</b>					STATE OF THE STATE	STEEL B
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.90	0.00	2.90	\$	1,500.00	\$ 4,350.00		s -		0.00	s -	2.90	0.00%
9.2	WETLAND SEEDING	ACRE	0.80	0.00	0.80	5	4,000.00	\$ 3,200.00		\$ .		0.00	\$ .	0.80	0.00%
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.70	0.00	3.70	s	700.00	\$ 2,590.00		\$ -		0.00	s .	3.70	0.00%
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	7.40	0.00	7.40	\$	5,000.00	\$ 37,000.00		\$ .		2.85	\$ 14,250.00	. 4.55	38.51%
9.5	FILTER SOCK, INSTALLATION	LF	2,000.00	0.00	2,000.00	\$	2.00	\$ 4,000.00		\$ -		255.00	\$ 510.00	1,745.00	12.75%
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000.00	0.00	2,000.00	\$	0.25	\$ 500.00		\$ -		0.00	\$ .	2,000.00	0.00%
9.7	SILT FENCE, INSTALLATION	LF	3,000.00	0.00	3,000.00	\$	2.00	\$ 6,000.00		\$ .		1,056.00	\$ 2,112.00	1,944.00	35.20%
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3,000.00	0.00	3,000.00	\$	0.25	\$ 750.00		\$ .		0.00	\$ .	3,000.00	0.00%
99	SURFACE RESTORATION HAUL ROUTES	LS	1.00	0.00	1,00	\$	9,000.00	\$ 9,000 00		S CONTRACTOR DO NOT THE	ACCESSION NAMED IN	0.00	\$ .	1.00	0.00%
	MOBILIZATION	LS	1.00	0.00	1.00	\$	107,410 00	\$ 107,410.00	2272222	s .		1.00	\$ 107,410.00	0.00	100.00%
	CHANGE ORDER ITEMS	19639	The state of	10000000000	NO PERSON	1	CHOCK!	E 200 10		ALC: NO.	greater to the	AND LES	The state of the s	FINANCES OF	2500 C
12.1	CLEARING AND GRUBBING FOR BORE PIT	LS	0.00	1.00	1.00	\$	7,500.00	\$ 7,500.00	1.00			1.00		0.00	100.00%
12.2	CLEARING AND GRUBBING FOR MANHOLE 3 BORE PIT	LS	0.00	1.00	1.00		3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		1.00	\$ 3,500.00	0.00	100.00%
					0.00			\$ -		\$ .			\$ .	0.00	0.00%
					0.00			\$ -		\$ .			\$ .	0.00	0.00%
					0.00	Γ		\$ -		\$ .			\$ .	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$2,011,000.00 PAY PERIOD = \$ 11,000.00

COMPLETED = \$1,945,782.00

96.76%

#### **MATERIALS STORED SUMMARY**

Description	Unit	Total Units	l	Unit Price		nit Price Ext. C		xt. Cost
MANHOLE, SANITARY SEWER, SW-301, 60 IN.	LS	0	\$	35,744.00	\$	-		
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	0	\$	129.25	\$	-		
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	0	\$	375.95	\$	-		
		SUBTOTAL				0.00		

Previous Applications for Payment:

No.	Date	Amount
1	August 11, 2023	\$ 635,203.02
2	August 31, 2023	\$ 148,592.38
3	September 30, 2023	\$ 359,094.57
4	October 31st, 2023	\$ 257,584.49
5	November 30, 2023	\$ 45,885.00
6	December 31,2023	\$ 226,919.29
7	January 31, 2024	\$ 19,236.83
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		

Draviana	Annilantiana	for Payment:
rievious	ADDIICALIONS	IOI Favilless.

No.	Date	Amount	No.	Date		
36			1	August 31, 202		
37			2	November 8, 20		
38			3			
39			4			
40			5			
41			6			
42			7			
43			8			
44			9			
45			10	· · · · · · · · · · · · · · · · · · ·		
46			11			
47			12			
48		***************************************	13			
49			14			
50			15			
51			<del></del>			
52			CHA	ANGE ORDER TO		
53						
54			Contra	ct Time Remaini		
55	111-2		Contract Period:			
56			Construction Start Date:			
57						
58		· · · · · · · · · · · · · · · · · · ·				
59			Substantial Completion:			
60			Contract Working Days:			
61			Added by Change Order:			
62			Total Working Days: Working Days Used to Da			
63						
64			Working Days Rer			
65						
66						
67			Full Co	ompletion:		
68			Contra	ct Working Days:		
69			Added	by Change Order		
70			Total V	Vorking Days:		

PREVIOUS PAY APPS TOTAL = \$ 1,692,515.58 Working Days Remaining:

No.	Date		Amount
1	August 31, 2023	\$	7,500.00
2	November 8, 2023	\$	3,500.00
3			
4			
5			
6			
7			
8			
9			
10		<u> </u>	·····
11			
12			
13			····
14			
15			

### CHANGE ORDER TOTAL = \$ 11,000.00

Contract Period:	Working Days
Construction Start Date:	-
Substantial Completion:	
Contract Working Days:	110.0
Added by Change Order:	
Total Working Days:	110.0
Working Days Used to Date:	122.0
Working Days Remaining:	- (12.0
Full Completion:	
Contract Working Days:	0.0
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:  Parks and Recreation
ACTION REQUESTED: Motion
LEGAL:
SUBJECT:  Consider motion to approve Payment #3 in the amount of \$21,000.00 to Romtech Companies for construction services on the restroom facility at the Rally Complex.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

Click to download	
D Payment #3	

	Project Title:	RALLY COMPLEX RESTROOM CONSTRUCTION							
iii) 😭 city of	Contractor: Address: Finance Budget Code:		ROMTEC COMPANIES						
Ankeny			18240 N. BANK RD, ROSEBURG, OR, 97470						
tinger a stegma			897.	2897.4	1408 Finar	ice Project f	<b>!</b> :	897.2897	
	Vendor Proje	-	NA			 Purci	chase Order#		NA
	Original Contract Date:		May 18, 20		)23 Vendor Account #		#: 6802		
Date of Council Meeting:	March 18, 2024  Payment Period:		Payment Application #: 3						
			From:	Febr	uary 1, 2024 Throug			gh: <u>February 29,2024</u>	
Contract Summary:									
Original Contract Amount:		\$	327,3	15.56	_				
Net Change by Change Ord	ers:	\$			_				
Contract Amount to Date: (lin	ne 1 ± 2)				\$		327,315.56		
Total Completed and Stored	I to Date:	\$	95.0	00.00					
Total Completed and Stored to Date: \$  Retainage: 0 % of Completed Work: \$			00,0	-	-				
Total Earned Less Retainag	-				\$		95,000.00		
Less Previous Applications for Payment:					\$		74,000.00		
SUBTOTAL:	•							\$	21,000.00
OTHER CHARGES:								\$	. •
_,,,_,,							1		
CURRENT PAYMENT DUE	:	,						\$	21,000.00
Balance to Finish, Including	Retainage:			-	\$		232,315.56		
Contract Time Remaining:					_ Wor	king Da	ys .		
The undersigned Contractor certifies that completed in accordance with the Contra	t to the best of the Co	ntractor's knowle	edge, inform	ation, and	belief th	ne work cay	ered by this Applic	ation (	for Payment has been
Issued and payments received from the	Owner, and that curre			now due,				Cultur	oriotal to the state
Construction Contractor App	oroyal:	<del></del>		K	JMIE	C COM	PANIES		
CR Co	$(D^{*})$							2	1-12024
Signature			<u>,,,</u>					Date	I Z VZ-T
Engineer / Consultant Appro	oval:								
,,,	Firm Nan	1e	,						
Signature	· · · · · · · · · · · · · · · · · · ·							Date	
City of Ankeny Staff Approve	al:/								
47-1								unnes.	1-11-1-1-1-1
Signature		<del></del>						Dale	f for flow f
Submit to:			N	ICK LE	ENOX				
	NLENOX@ANI	KENYIOWA				Þ	hone Numbe	r:	515-963-3576
72104154	1 2 PP PI 4 PASSING LINES							•	- , - +



Invoice

#INV1399

2/27/2024

Romtec Companies (541) 496-3541 18240 N. Bank Rd Roseburg OR 97470 United States

Bill To

City of Ankeny 410 W 1st St Ankeny IA 50023-1557 United States Ship To

**TOTAL** 

City of Ankeny 725 SW Prairie Trall Pkway Ankeny IA 50023 United States

\$21,000.00

Due Date: 3/31/2024

Terms 30 - Net 30	<b>Due Date</b> 3/31/2024	MFG Project City of Ankeny: 20179	Customer PO #	Contract #
Quantity	Item		Rate	Amount
	/C: Rally Complex (IA) pr	roject.	·	
1	<b>Supply</b> : Invoicing up to Facilities	50% on Manufacturing at Romtec	\$21,000.00	\$21,000.00
			Subtotal	\$21,000.00
			Discount	
			Tax Total (0%)	\$0.00
			Total	\$21,000.00

_	
0	
☱	
Billi	
_	
É	]
至	
5	
Σ	
1	
Ś	
ä	
ē	
>	
₹	
41	
Ĭ	
ŏ	
ē	
ᇴ	
S	
<u> </u>	
4	1
H	
ō	۱
a	İ
ā	J
Ε	I
Ō	I
Ö	I
ţ	I
ō	I
ŏ	1
5	
ail	
Ë	ı
a	I
Ξ̈́	I
ä	I
7	I
5	J
Ť	
ā	i
Ë	Į
ō	ŀ
<b>F</b>	I
×	I
<u> </u>	I
ď	I
Ĕ	۱
ರ	١
Rally Com	۱
Ħ	ĺ
8	
1	۱
Ç	۱
te	ı
Ε	ı
2	
Щ	İ

Ankeny, IA 50023 410 West First St. Attn: Nick Lenox City of Ankeny

Application Date: Application No: Period to:

Tax-Exempt

20179

30b#

2/27/2024 2/29/2024

BALANCE TO

(2/s)

60,000.00 TOTAL 21,000.00 ETED THIS PERIOD 60,000.00 FROM PREVIOUS ₩. 60,000.00 70,000.00 15,463.83 9,612.00 25,000.00 35,000.00 35,000.00 25,000.00 26,000.00 SCHEDULED VALUE Installation - Site Work & Rough-in Plumbing & Electrical Installation - Foundation & Slab Installation - Erection of Walls Installation - Roof System DESCRIPTION OF WORK Ready to Ship (manufacturing and packaging complete) Manufacturing at Romtec facilities (monthly progress) Installation - Top Out Plumbing & Electrical Installation - Finishes & Accessories Delivery of Design Submittal (SSDS) **GRAND TOTALS** Restroom

Freight

001 002 004 005 005 006 008 008

35,000.00 15,463.83 9,612.00 25,000.00 35,000.00 55,000.00 50,000.00 7,239.73

\*\*\*\*\*\* 100% 50% 00% 00% 00% 00%

232,315.56

150%

95,000.00

₩

\$ 74,000.00 \$ 21,000,00

327,315.56

M

- This standard Schedule of Values is contingent upon an approved customer credit application.
  - Romtec will invoice monthly for work completed related to all payment milestones above.
    - All payments are due NET 30 of invoice date,
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining Romtec does not accept partial payments nor any offsets/retainage. Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement. milestones
- does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec

to ship.



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Enhance Quality of Life
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
Consider motion to approve Payment #38 in administration services associated with the	h the amount of \$654.96 to Shive Hattery for construction Ankeny Senior Community Center project.
EXE	ECUTIVE SUMMARY:
This item represents a progress payment for Ankeny Senior Community Center project by	work associated with the construction administration of the by Shive-Hattery.
F	ISCAL IMPACT: No
CITY MANA	GER'S RECOMMENDATIONS:
The City Manager recommends approval of	this item as presented.
PREVIOUS COUNC	IL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
Pay Application		

### APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



	Project little:		Ar	keny se	nior Community Ce	enter	
city of	Contractor:				Shive-Hattery		
Ankeny	Address:		PO Box 1	599 - C	edar Rapids, Iowa	52106-159	9
bringing it all together	Finance Bud	get Code:	905.2905.	4210	Finance Proje	ct#	905.421
a		ect or Invoice	#:	418599	•	0 #	
	Original Con		-	r 28, 201		-	8471
	g	_		•			
		18 MS					
Date of Council Meeting:		2024			PAYMENT RE	FOUEST#	38
bate of council mooting.		ENT PERIOD	r From:	January			ruary 16, 2024
	1 2 (1 11	LITT I LITTOD	· · · · · · · · · · · · · · · ·	oundary	20, 2021		
Contract Summary							
Original Contract Amount:		\$	601,000.00				
Net change by Change Orde	ro:	\$	167,200.00	_			
		Ψ	107,200.00		768,200.00		
Contract Amount to Date: (line	91±2)			<u>\$</u>	700,200.00		
Total completed and stand t	a data.	¢	766 004 05				
Total completed and stored to		\$	766,284.85	<u>_</u>			
Retainage: 0 % of Com	•	\$			<b>300.004.05</b>		
Total Earned less Retainage:				\$	766,284.85	_	
Less previous applications fo	r payment:			\$	765,629.89		
SUBTOTAL						\$	654.96
OTHER CHARGES (Attach an	itemized list)					\$	-
CURRENT PAYMENT DUE						\$	654.96
Balance to finish, including re	etainage:			\$	1,915.15		
	-					-	
Contract Time Remaining (If a	applicable)		-0	Worki	ing Days		
				_	8		
170.001							
172,021							
Construction Contractor App.	roval:			Shiv	e-Hattery		
	Firm Nan	ne		ži.			
	Línd	lsey Mather	US			Febru	ary 27, 2024
Signature						Date	
Engineer / Consultant Appro	val:						
zngmoorr comeanant rippro	Firm Nan	ne					
Signature						Date	
City of Ankeny Staff Approva	si.						
City of Afficerty Staff Approva	· ·						
n 11 01	~ (					02/	2/2000
Signature John	10ch					Data	18/2014
oignature						Dala ,	ı
0.1.27			** <b>**</b>				
Submit to:			Mike S	12711177111771177			
E-mail: <u>mschrock</u>	@ankenyiowa	.gov	Phone: _	(515) 9	65-6426	Fax:(5 <sup>-</sup>	15) 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	Feburary 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19,2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15,2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269,18
16	September 17, 2021	\$ 19,013,19
17	October 15, 2021	\$ 35,971.80
18	November 12,2021	\$ 10,077.64
19	December 5, 2021	\$ 3,003.33
20	January 14, 2022	\$ 9,293.28
21	Feburary 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22,2022	\$ 4,974.40
24	May 26, 2022	\$ 2,347.80
25	August 2, 2022	\$ 6,197.31
26	October 7, 2022	\$ 4,255.40
27	November 11,2021	\$ 960.70
28	January 27,2023	\$ 3,812.51
29	March 21, 2023	\$ 750.10
30	May 17, 2023	\$ 499.50
31	June 16,2023	\$ 818.71
32	July 26, 2023	\$ 258,50
33	September 29, 2023	\$ 1,213.00
34	October 28, 2023	\$ 881.00
35	November 24, 2023	\$ 7,687.00

70

No.	Date	<u> </u>	Amount
36	December 26, 2023	\$	3,350.77
37	January 26, 2024	\$	442.70
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		I	
69			
		1	

PREVIOUS PAY	APP	TOTAL	= \$	765,629.89

Record	of Change	Orders

No.	Date		Amount
1	Geothermal Wells	\$	24,000.00
2	Parking Lot & Storm	\$	16,400.00
3	Amendment #3	\$	28,900.00
4	Amendment #4	\$	19,900.00
5	Amendment #5	\$	20,000.00
6	Amendment #6	\$	10,500.00
7	Amendment #7	\$	5,000.00
8	Amendmenty #8	\$	15,000.00
9	Amendment #9	\$	10,000.00
10	Amendment #10	\$	10,000.00
11	Amendment #11	\$	7,500.00
12		Г	
13			
14			
15			
16			
17			
18	,		
19			
20			
21			
22			
23			
24			
25	***************************************	1	

CHANGE ORDER TOTAL = \$ 167,200.00

### Contract Time Remaining

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





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

February 27, 2024

Invoice No:

4185992 - 40

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

Ankeny - Senior Community Center Design Services

Services provided through February 16, 2024:

			Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Schen	natic Design		113,400.00	100.00	113,400.00	113,400.00	0.00
Desigi	n Development		113,400.00	100.00	113,400.00	113,400.00	0.00
Const	ruction Documents		198,450.00	100.00	198,450.00	198,450.00	0.00
Bid			28,350.00	100.00	28,350.00	28,350.00	0.00
Const	ruction Administratio	on	113,400.00	100.00	113,400.00	113,400.00	0.00
Amen	d. #1 Geothermal W	ells	24,000.00	100.00	24,000.00	24,000.00	0.00
Amen	d. #2 Parking Lot &	Storm	14,900.00	100.00	14,900.00	14,900.00	0.00
Reimb	oursables		16,500.00	100.00	16,500.00	16,500.00	0.00
M/E C	ommissioning		19,000.00	100.00	19,000.00	19,000.00	0.00
Amen	d. #3 BECx Commis	sioning	28,900.00	100.00	28,900.00	28,900.00	0.00
Amen	d. #4 FF&E Design		19,900.00	100.00	19,900.00	19,900.00	0.00
Amen	d. #5 Parking Lot Re	eplacement	20,000.00	100.00	20,000.00	20,000.00	0.00
Amen	d. #6 Paving Observ	ation /	10,500.00	100.00	10,500.00	10,500.00	0.00
Amen	d. #7 Floor Plan Cha	anges	5,000.00	100.00	5,000.00	5,000.00	0.00
Amen	d #8 Add CA Service	es (Hriy)	15,000.00	100.00	15,000.00	15,000.00	0.00
Amen	d #9 Add CA Service	es (Hrly)	10,000.00	100.00	10,000.00	10,000.00	0.00
Amen	d #10 Add CA Servi	ces (Hrly)	10,000.00	100.00	10,000.00	10,000.00	0.00
Amen	d #11 Add CA Servi	ces (Hrly)	7,500.00	74.4039	5,580.29	4,929.89	650.40
Total Fe	e		768,200.00		766,280.29	765,629.89	650.40
			Total	Fee			650.40
					Total this Pl	nase	\$650.40
Phase	99	Expenses					
Task	990	Expenses	- <b></b>				
Reimbursable Expenses							
Reimbursed Exp/Mileage							
2/14/	/2024 Wehr, To	dd	Mileag	е		4.56	
	Total Rei	mbursables				4.56	4.56

AMOUNT DUE THIS INVOICE

\$654.96

Pro	iect	

4185992

City of Ankeny - Senior Community Center

# Billing Backup

Shive-Hattery, Inc.

Phase	74	C-Admin - Amend-11	Add Services			
			Hours	Rate	Total	
	3 Professional Staff					
000977	Harbaugh, Anthony	2/14/2024	1.00	143.00	143.00	
	6 Professional Staff					
000566	Hinds, Ronald	1/24/2024	.30	192,00	57.60	
000566	Hinds, Ronald	2/14/2024	.30	192.00	57.60	
Grade	8 Professional Staff					
000347	Wehr, Todd	2/2/2024	.20	228.00	45.60	
000347	Wehr, Todd	2/8/2024	.20	228.00	45.60	
000347	Wehr, Todd	2/13/2024	.20	228.00	45.60	
000347	Wehr, Todd	2/14/2024	.80	228.00	182,40	
Grade	6 Technician					
000588	Mathews, Lindsey	1/25/2024	.50	146.00	73.00	
	Totals		3.50		650.40	
	Total Labor	•				650.40
				Total this	Phase	\$650.40
- <b></b> Phase	99	Expenses				
rask	990	Expenses				
Reimbursa	able Expenses	·				
	d Exp/Mileage					
	000108151 2/14/2024	Mahu Taddis	Allenne I A I		4 50	
EX 000	300100131 2/14/2024	Wehr, Todd / M Center final wa @ 0.67			4.56	
	Total Reim	hursables			4,56	4.56

**Total this Report** 

\$654.96

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Manager
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

#### SCDJLC1.

Consider motion to approve Payment #11 in the amount of \$12,824.47 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

#### **EXECUTIVE SUMMARY:**

This item represents progress payments for work associated with the design and bid phase of Fire Station No. 4.

#### FISCAL IMPACT: Yes

Funding for this item is specifically included in the City Council approved 2024-2028 Capital Improvement Program.

#### CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the Pay Application as presented.

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

### PUBLIC OUTREACH EFFORTS:

	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
	ATTACHWENTS:	
Click to download		
Pay Application		

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: Fire Station No. 4									
city of	Contractor:		Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.						
Ankeny				et, Suite 200, West Des Moines, IA 50266					
bringing it all tagether	Finance Bud		901.1901.4						
	Vendor Proje	ect or Invoi	ce #: 230/9			)#			
	Original Con			6, 2023	Vendo	or#	1859		
	951					_			
Date of Council Meeting	18-Mar-	-24			PAYMENT RI	EQUEST#	11		
_			OD: From:	01/29/2		rough:	03/03/24		
		i.e.	-			-			
<b>Contract Summary</b>									
Original Contract Amount:		\$	348,400.00	2					
Net change by Change Orders:		\$	12,500.00	•					
Contract Amount to Date: (line 1 ±	: 2)			\$	360,900.00	_			
Total completed and stored to da	ate:	\$	282,623.00						
Retainage: 0 % of Com	pleted Work:	\$	_						
Total Earned less Retainage:				\$	282,623.00	_			
Less previous applications for pa	ayment:			\$	269,906.40	_			
SUBTOTAL						\$	12,716.60		
OTHER CHARGES (Please attach	an itemized list)					\$	107.87		
OURDENT RAVMENT BUE						•	10.004.47		
CURRENT PAYMENT DUE							12,824.47		
D. I				۵	70.077.00				
Balance to finish, including retain	iage:			<u></u> \$	78,277.00	_			
Contract Time Demaining (15	1-1-3								
Contract Time Remaining (If appli	cable)								
The undersigned Contractor certifies that to the									
accordance with the Contract Documents, that received from the Owner, and that current payr			Contractor for work fo	r which previou	is Certificate(s) for Pay	ment were issued a	and payments		
Construction Contractor Approve	al:								
	Firm Name						126		
						1			
Signature		0) (D.44				Date			
Engineer/Consultant Approval:	Firm Name	SVPA Arc	hitects						
Colut . Oly						3/6/2024			
Signature						Date			
City of Ankeny Staff Approval							1		
Mile School						93/0E	12024		
Signature						Date / /			
Submit to:		Mike Sci	hrock, Assistant						
Email: mschrock@ank	cenyiowa.gov		Phone: 5	15-965-64	20 Fax:				

Date Printed: 3/6/2024



www.svpa-architects.com

1466 28th Street, Suite 200 West Des Moines, Iowa 50266

Mike Schrock City of Ankeny 410 West First Street Ankeny, IA 50023-0944 March 6, 2024

Project No:

**Total this Invoice** 

\$12,824.47

23019.00

Invoice No:

0039325

Project

23019.00

Ankeny Fire Station #4

Beyond Fee: Snyder & Associates Survey Services \$4,600.

Professional Services from January 29, 2024 to March 3, 2024

Phase

03

Schematic Design

Fee

ree					
Billing Phase	Fee	Percent Complete	Earned		
Diffing Fridae	100	Complete	Lamea		
Schematic Design	52,260.00	100.00	52,260.00		
Design Developme	ent 69,680.00	100.00	69,680.00		
Construction Docu	ments 132,392.00	100.00	132,392.00		
Bidding/Negotiatio	n 6,968.00	100.00	6,968.00		
Construction Administration	87,100.00	13.00	11,323.00		
Amendment #1	12,500.00	80.00	10,000.00		
Total Fee	360,900.00		282,623.00		
		Previous Fee Billing	269,906.40		
		Current Fee Billing	12,716.60		
		Total Fee			12,716.60
			Total	this Phase	\$12,716.60
Phase 07	Constructio	n Administration			
Reimbursable Expense	s				
Mileage & Parking				82.41	
To	otal Reimbursables			82.41	82.41
Unit Billing					
Mileage					
					25.46
			Total	this Phase	\$107.87

Project	23019,00	Ankeny Fire Station #4			Invoice	0039325
Billings to	Date					
		Current	Prior	Total		
Fee		12,716.60	269,906.40	282,623.00		
Consu	ltant	0.00	4,600.00	4,600.00		
Expen	se	82.41	823.91	906.32		
Unit		25.46	237.12	262.58		
Totals	ì	12,824.47	275,567.43	288,391.90		

Authorized By: Robert + OL

Robert Ormsby



m-vogl@svpa-architects.com

Invoice Total

\$6,154.48

Robert Ormsby SVPA Architects, Inc. 1466 28th Street, Suite 200 West Des Moines, IA 50266 February 12, 2024

Invoice No:

23002142.00 - 8

Project #:

PO #:

Contract #:

Work Order #:

Project

23002142.00

City of Ankeny, IA / Ankeny , IA / Ankeny Fire Station #4

Fixed Fee \$122,500 Plus Expenses

Professional Services from January 08, 2024 to February 11, 2024

Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
MEPT Schematic Design	14,025.00	100.00	14,025.00	14,025.00	0.00
Structural Construction Admin.	5,800.00	0.00	0.00	0.00	0.00
Structural Schematic Design	4,350.00	100.00	4,350.00	4,350.00	0.00
MEPT Design Development	18,700.00	100.00	18,700.00	18,700.00	0.00
Structural Design Development	5,800.00	100.00	5,800.00	5,800.00	0.00
MEPT Construction Docs	37,400.00	100.00	37,400.00	37,400-00	0.00
Structural Construction Docs	11,600.00	100.00	11,600-00	11,600.00	0.00
MEPT Bidding	4,675.00	100.00	4,675.00	0.00	4,675.00
Structural Bidding	1,450.00	100.00	1,450.00	0.00	1,450.00
MEPT Construction Admin.	18,700.00	0.00	0.00	0.00	0.00
Total Fee	122,500.00		98,000.00	91,875.00	6,125.00
	•	Total Fee			6,125.00

#### Reimbursable Expenses

26.80 Travel (Mileage, Tolls, etc.) 1.1 times 26.80 29.48 **Total Reimbursables** 

\$6,154.48 Total this Invoice

Please direct any questions to accountsreceivable@imegcorp.com. If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at imegcorp.com.

Click here to Pay via credit card.

\*\* For payments by check, please reference invoice number on remittance stub and mail to:

**IMEG** 623 26th Avenue Rock Island, IL 61201

#### NOTICE TO U.S. CUSTOMERS PAYING WITH CREDIT CARD:

Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

> 823 26th Avenue, Rock Island, IL 61201 >309,788.0873 > x ax: 309,786,5967 > imegeorp.com

**Expense Report** 

NAME:

Casey White

WEEK ENDING

0.67

	PROJECT	MILES		\$\$
JOB#		41	\$	27.47
23019	Ankeny #4	+	<del>-</del> -	
1			<u> </u>	
			\$	_
			Ś	-
			i –	
			<b>_</b>	
			l	
			1	
			<del> </del>	
			<u> </u>	
······································		41.0	\$	27.4
	23019	23019 Ankeny #4	23019 Ankeny #4 41 41 41 41 41 41 41 41 41 41 41 41 41	\$ \$ \$ \$

OTHER	1		
DATE	PROJECT	EXPENSE	EXPLANATION
<u> </u>			

41 miles e . 67 = \$ 27.47

# **EXPENSE SHEET**

Name: Bob Ormsby

Week Ending: February 22, 2024

	ding: February 22, 2024	Job#		Project	Miles	\$\$
Date	То		Ankeny FS 4		38	\$25.4
1/30/24	Milage-Ankeny	23019	Alikelijio		38	\$25.
2/15/24	Milage-Ankeny	Office	Ot Ossilia		50	\$33.
1/22/24	Milage-Ames	23003	St. Cecilia		Ī	\$584.
,,,,	Savanna Hotel-Principal Ac	*				
					ļ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
					Ì	
					}	
					,	
						\$669
						φυσε

38 miles c. 67 = \$25.46

DATE	DRIVER	PROJ. #	BEGIN READING	END READING	TOTAL MILES
			13/5/3		
1/20	Danylle	290175	18513	185910	83
1/30	CCIV	23019	18596	18634	38
<u>1131</u>	Bob/Cow	23012	18634	18654	20
2/5/24	Sea / V.hs	22026	18654	18755	101
2/4/34	11/2 W/(cl.)	2400G	18 255	19068	313
7/7/20	THAD BECSO	BUS	11068	19107	39
<u>2/17.</u>	Anne PMI Stors	i	19107	19116	(1
2/13	Ring BF 1-YR WALK	1	19116	19158	47.
2/14	THAD BONDURAL	TOH CHOM	DER 19158	19212	54
4/14	THAT/SAILA	24 WA 11146	19212	19238	26
1114	THAN	014	19 238	19251	13
2/15	TOU / 5AM	23003	19751	19335	1 84
2/20	ind DHO	2000	19335	19347	12
2/21	JUNAN	OH	19347	19353	6
<u> </u>	01144	) / (15 k)	9 35 3	19437	84
2/20	7503	Theren !	9437	19455	18
2/23	JOMAH	OH	19455	19466	
1/25	JONAN / SAFA / CASEY	K-STATE	19466	20090	1014
	Jon	800-2700g	20080	30317	237
4/22	5010	27023-24	20317	20954	237
	-			*	
!		<i>!</i>	[	<u> </u>	1

38 miles e .67 = \$ 25.46



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:  Finance
ACTION REQUESTED: Motion
LEGAL:
SUBJECT: Consider motion to approve the March 18, 2024 Accounts Payable.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:

ADDITIONAL INFORMATION:

### ATTACHMENTS:

Click to do	wnload
□ AP Re	<u>cap</u>
□ AP Ch	eck Report

### CITY OF ANKENY ACCOUNTS PAYABLE RECAP MARCH 18, 2024

100   General Fund   \$ 213,364.92	Fund	110 (10) 2024		PAYMENTS
233         Hotel Motel Tax Fund         240,141.34           240         Parks Improvements         -           250         Police Gift Fund         -           260         Road Use Tax Fund         50,216.50           270         Seizure Fund         -           280         Tax Increment Financing Fund         -           284         Economic Development Fund         -           290         Police/Fire Pension Fund         -           300         Debt Service Fund         -           430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Improvement Fund         -           520         Water Improvement Fund         -           570         Sewer Sinking Fund	100	General Fund	\$	213,364.92
Parks Improvements	220	Fire Gift Fund		-
Police Gift Fund	233	Hotel Motel Tax Fund		240,141.34
260         Road Use Tax Fund         50,216.50           270         Seizure Fund         -           280         Tax Increment Financing Fund         -           284         Economic Development Fund         -           290         Police/Fire Pension Fund         -           300         Debt Service Fund         -           430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           590         Golf Course Fund         6,298.78           600-699         Enterprise Project Funds	240	Parks Improvements		-
270         Seizure Fund         -           280         Tax Increment Financing Fund         -           284         Economic Development Fund         -           290         Police/Fire Pension Fund         -           300         Debt Service Fund         -           430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86<	250	Police Gift Fund		-
280         Tax Increment Financing Fund         -           284         Economic Development Fund         -           290         Police/Fire Pension Fund         -           300         Debt Service Fund         -           430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Improvement Fund         -           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           600-699         Enterprise Project Funds	260	Road Use Tax Fund		50,216.50
284         Economic Development Fund         -           290         Police/Fire Pension Fund         -           300         Debt Service Fund         -           430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund	270	Seizure Fund		-
290         Police/Fire Pension Fund         -           300         Debt Service Fund         -           430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Fund         51,049.38           560         Sewer Sinking Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund <t< td=""><td>280</td><td>Tax Increment Financing Fund</td><td></td><td>-</td></t<>	280	Tax Increment Financing Fund		-
300         Debt Service Fund         -           430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           780         Economic Development Revolving <td>284</td> <td><b>Economic Development Fund</b></td> <td></td> <td>-</td>	284	<b>Economic Development Fund</b>		-
430         Library Foundation Fund         -           440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         -           770         Risk Management Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolvi	290	Police/Fire Pension Fund		-
440         Park Dedication Trust Fund         -           445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           790         Equipment Reserve Fund         -           800-800,890         Special Asse	300	Debt Service Fund		, <del>-</del>
445         Sports Complex Foundation Fund         -           446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           800-880,890         Special Asses	430	Library Foundation Fund		-
446         Ankeny Garden Club         -           448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Improvement Fund         -           570         Sewer Improvement Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           882-998         Capita	440	Park Dedication Trust Fund		-
448         Miracle Park Fund         -           449         Dog Park Trust Fund         -           484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           770         Sustainability Revolving Loan         -           800-880,890         Special Assessments Funds         -           800-880,890         Special Assessments Funds         -           800-880,890         <	445	Sports Complex Foundation Fund		·
449         Dog Park Trust Fund         -           484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           780         Economic Development Revolving         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           882-998         Capital Projects Funds         179,746.38           Sub Total	446	Ankeny Garden Club		-
484         Civic Trust Fund         -           491         Ankeny Foundation Fund         -           500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           82-998         Capital Projects Funds         179,746.38           Sub Total	448	Miracle Park Fund		·-
491       Ankeny Foundation Fund       -         500       Solid Waste Fund       -         510       Water Fund       1,099,694.66         520       Water Improvement Fund       -         530       Water Sinking Fund       -         550       Sewer Fund       51,049.38         560       Sewer Improvement Fund       -         570       Sewer Sinking Fund       -         580       Stormwater Fund       6,298.78         590       Golf Course Fund       24,675.86         600-699       Enterprise Project Funds       842,040.46         710       Revolving Fund       23,527.20         720       Risk Management Fund       5,472.23         730       Health Insurance Fund       -         770       Sustainability Revolving Loan       -         780       Economic Development Revolving       -         800-880,890       Special Assessments Funds       -         900       BAN/Bond Activity Fund       -         882-998       Capital Projects Funds       179,746.38         Sub Total       \$ 2,736,227.71         Payroll Totals       1,353,236.72         Service Transfers/ACH Drafts       (203,231.55)	449	Dog Park Trust Fund		-
500         Solid Waste Fund         -           510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           790         Equipment Reserve Fund         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           82-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals	484	Civic Trust Fund		-
510         Water Fund         1,099,694.66           520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           790         Equipment Reserve Fund         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           82-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         (203,231.55)           Agenda Payments Approved Separately<	491	Ankeny Foundation Fund		_
520         Water Improvement Fund         -           530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           790         Equipment Reserve Fund         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           82-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	500	Solid Waste Fund		-
530         Water Sinking Fund         -           550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           790         Equipment Reserve Fund         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           82-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         \$ 2,736,227.71           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	510	Water Fund		1,099,694.66
550         Sewer Fund         51,049.38           560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           770         Sustainability Revolving Loan         -           780         Economic Development Revolving         -           790         Equipment Reserve Fund         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           82-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         \$ 2,736,227.71           Payroll Totals         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	520	Water Improvement Fund		-
560         Sewer Improvement Fund         -           570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         \$ 2,736,227.71           Payroll Totals         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	530	Water Sinking Fund		-
570         Sewer Sinking Fund         -           580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	550	Sewer Fund		51,049.38
580         Stormwater Fund         6,298.78           590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	560	Sewer Improvement Fund		-
590         Golf Course Fund         24,675.86           600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	570	Sewer Sinking Fund		-
600-699         Enterprise Project Funds         842,040.46           710         Revolving Fund         23,527.20           720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	580	Stormwater Fund		6,298.78
710       Revolving Fund       23,527.20         720       Risk Management Fund       5,472.23         730       Health Insurance Fund       -         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       179,746.38         Sub Total       \$ 2,736,227.71         Payroll Totals       1,353,236.72         Service Transfers/ACH Drafts       (203,231.55)         Agenda Payments Approved Separately       (797,536.20)	590	Golf Course Fund		24,675.86
720         Risk Management Fund         5,472.23           730         Health Insurance Fund         -           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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	600-699	Enterprise Project Funds		842,040.46
730         Health Insurance Fund         -           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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	710	Revolving Fund		23,527.20
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         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	720			5,472.23
780         Economic Development Revolving         -           790         Equipment Reserve Fund         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           882-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	730	Health Insurance Fund		-
790         Equipment Reserve Fund         -           800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           882-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	770	Sustainability Revolving Loan		-
800-880,890         Special Assessments Funds         -           900         BAN/Bond Activity Fund         -           882-998         Capital Projects Funds         179,746.38           Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	780	<b>Economic Development Revolving</b>		-
900 BAN/Bond Activity Fund 882-998 Capital Projects Funds  Sub Total Payroll Totals Service Transfers/ACH Drafts Agenda Payments Approved Separately  - 179,746.38  \$ 2,736,227.71 1,353,236.72 (203,231.55) (203,231.55)	790	Equipment Reserve Fund		-
Sub Total         \$ 2,736,227.71           Payroll Totals         1,353,236.72           Service Transfers/ACH Drafts         (203,231.55)           Agenda Payments Approved Separately         (797,536.20)	800-880,890	Special Assessments Funds		_
Sub Total       \$ 2,736,227.71         Payroll Totals       1,353,236.72         Service Transfers/ACH Drafts       (203,231.55)         Agenda Payments Approved Separately       (797,536.20)	900	BAN/Bond Activity Fund		=
Payroll Totals 1,353,236.72 Service Transfers/ACH Drafts (203,231.55) Agenda Payments Approved Separately (797,536.20)	882-998	Capital Projects Funds	-	179,746.38
Payroll Totals 1,353,236.72 Service Transfers/ACH Drafts (203,231.55) Agenda Payments Approved Separately (797,536.20)		Sub Total	\$	2,736,227.71
Agenda Payments Approved Separately (797,536.20)		Payroll Totals		
Agenda Payments Approved Separately (797,536.20)		•		
		Agenda Payments Approved Separately		
			\$	

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

City Manager

Date

3/14/2024 11:09 AM A/P HISTORY CHECK REPORT PAGE: 1

VENDOR SET: 01 City of Ankeny BANK: \* ALL BANKS

BANK: TOTALS:

DATE RANGE: 3/07/2024 THRU 3/20/2024

VENDOR	I.D.	NAME			STATUS	CHECK	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK	CHECK
011972		TANKSCO INC								
	M-CHECK	TANKSCO INC		UNPOST	V	3/13/2024		246824	7	,980.00CR
	C-CHECK	VOID CHECK			V	3/18/2024		246926		
* *	TOTALS * *		NO				INVOICE AMOUNT	DISCOUNTS	CHECK	T AMOUNT
REG	ULAR CHECKS:		0				0.00	0.00		0.00
	HAND CHECKS:		0				0.00	0.00		0.00
	DRAFTS:		0				0.00	0.00		0.00
	EFT:		0				0.00	0.00		0.00
	NON CHECKS:		0				0.00	0.00		0.00
	VOID CHECKS:		2 VOID	DEBITS		0.00				
			VOID	CREDITS	S	7,980.00CR	7,980.00CR	0.00		
TOTAL E	RRORS: 0									
			NO				INVOICE AMOUNT	DISCOUNTS	CHECK	X AMOUNT
VENDO	R SET: 01 BANK:	TOTALS:	2				7,980.00CR	0.00		0.00

2

7,980.00CR

0.00 0.00

A/P HISTORY CHECK REPORT PAGE: 2

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK	CHECK
001844		A TECH INC-TCI							
	I-613945	SERVICE CALL - CH	E		100.00 VENDOR TOTALS ***		008904 CHECKS		100.00
008578		ACCESS TECHNOLOGIES INC							
	I-INV1531123	1/31/24-2/29/24 STATEMENT	R		1,660.65 VENDOR TOTALS ***		246862 CHECKS		1,660.65 1,660.65
000164		G & S HARDWARE INC							
	I-209720/2	BLANK CVR/GAP - PRSC	R	3/18/2024	17.98		246863		
	I-209728/2	SMALL ENGINE PARTS-PKS	R	3/18/2024	95.97		246863		
	I-209736/2	NUTS/BOLTS - AC	R	3/18/2024	47.43		246863		161.38
				***	VENDOR TOTALS ***	1	CHECKS		161.38
000974		ACME TOOLS							
	I-12462661	EQUIPMENT REPAIR - MU	R	3/18/2024	74.39		246864		
	I-12467941	EQUIPMENT REPAIR - PW	R	3/18/2024	174.29		246864		248.68
				***	VENDOR TOTALS ***	1	CHECKS		248.68
005541		ACUSHNET COMPANY							
	I-917251280	RANGE BALLS	R	3/18/2024	4,000.00		246865		
	I-917287796	MERCH FOR RESALE-OC	R	3/18/2024	3,978.14		246865		
	I-917321307	MERCH FOR RESALE-OC	R	3/18/2024	295.96		246865		
	I-917350129	MERCH FOR RESALE-OC	R	3/18/2024	216.77		246865		
	I-917350141	MERCH FOR RESALE-OC	R	3/18/2024	253.25		246865		8,744.12
				***	VENDOR TOTALS ***	1	CHECKS		8,744.12
000983		ADVENTURE LIGHTING, INC							
	I-117934	STREET LIGHTING - TRFC	E	3/20/2024	77.09		008901		77.09
				***	VENDOR TOTALS ***	1	CHECKS		77.09
000026		AHLERS & COONEY PC							
	I-862053	2/15/24 SVCS GENERAL FILE	E	3/20/2024	270.00		008891		
	I-862055	2/15/24 SVCS 2024 PCC RECON	E	3/20/2024	1,900.00		008891		
		SVCS 2/15/24 SW ORLBR SW EDGWD					008891		4,070.00
				***	VENDOR TOTALS ***		CHECKS		4,070.00
012044		SUSAN ALBAUGH							
		3/18/24 TEMP EASEMENT	R	3/18/2024	11,962.00		246866	1	1,962.00
				***	VENDOR TOTALS ***		CHECKS		11,962.00
009981		ALL CITY MANAGEMENT SERVICES,							
		2/11-2/24/24 CROSSING GUARDS	E	3/20/2024	6,407.10		008938		6,407.10
					VENDOR TOTALS ***		CHECKS		6,407.10

PAGE: 3

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK STATUS	CHECK AMOUNT
006577		ALL CLEAN OF IOWA INC							
	I-31923	HOOD CLEANINGS-OC	R	3/18/2024	555.00		246867		555.00
				***	VENDOR TOTALS ***	1	CHECKS		555.00
000875		ALL STAR PRO GOLF INC							
	I-INV36379	MERCH FOR RESALE - OC	R	3/18/2024	323.20		246868		323.20
				***	VENDOR TOTALS ***	1	CHECKS		323.20
011228		MERRY E AMANN							
	I-02/01/24-03/21/24	2/1-3/21/24 TAI CHI	E	3/20/2024	220.00		008954		220.00
				***	VENDOR TOTALS ***	1	CHECKS		220.00
009262		AMAZON CAPITAL SERVICES INC							
	C-19TC-YP3D-1WFG	CR: MISC BOOKS - KL	E	3/20/2024	17.99CR		008934		
	C-1QKP-G1FV-JPPG	CR: SOCCER BALLS - P&R	E	3/20/2024	80.00CR		008934		
	I-13QC-M7RG-FTDX	TISSUE PAPER- KL	E	3/20/2024	17.58		008934		
	I-13TM-D9HR-74NP	MOP/BUCKET-KL	E	3/20/2024	77.79		008934		
	I-13X7-7DFF-W9RR	VACCUUM -KL	E	3/20/2024	154.50		008934		
	I-16RH-MMYG-F9KW	PROGRAM BOOK -KL	E	3/20/2024	19.98		008934		
	I-17YF-7QH7-MC6T	MULTIMEDIA -KL	E	3/20/2024	208.31		008934		
	I-19D4-4JF9-3QQG	KIDS SCIENCE KIT - KL	E	3/20/2024	14.99		008934		
	I-1C3Y-J7HF-FF76	WALL SWITCHES - P&R	E	3/20/2024	89.93		008934		
	I-1C79-M9VR-WH7T	MISC BOOKS - KL	E	3/20/2024	174.75		008934		
	I-1C9W-WT94-9DLL	MULTIMEDIA -KL	E	3/20/2024	62.05		008934		
	I-1GTN-PDHP-JNGX	CLAMP/BUNGEE/MISC -PRSC	E	3/20/2024	376.68		008934		
	I-1GWM-G7RW-3KFP	GARMENT RACK/HANGERS-KL	E	3/20/2024	101.41		008934		
	I-1GWM-G7RW-77TT	DODGEBALLS - P&R	E	3/20/2024	122.54		008934		
	I-1H9C-XR1V-F4HW	ZIPPER BAGS-KL	E	3/20/2024	58.95		008934		
	I-1HVN-3C96-YGCL	PAPER PLATES -KL	E	3/20/2024	27.99		008934		
	I-1J6D-PWHM-9H6C	MISC BOOKS - KL	E	3/20/2024	196.46		008934		
	I-1JLV-XC77-K19K	FRIDGE SHELF - FD	E	3/20/2024	99.00		008934		
	I-1K9H-JFXV-DL7C	MISC MULTIMEDIA - KL	E	3/20/2024	10.98		008934		
	I-1K9H-JFXV-KH44	MISC MULTIMEDIA -KL	E	3/20/2024	91.51		008934		
	I-1KH1-NDHX-67W6	BULLETIN CUTOUTS -KL	E	3/20/2024	10.99		008934		
	I-1KT9-TMVV-LQFH	LG EYE NDLS/TISSUE PAPER-KL	E	3/20/2024	29.30		008934		
	I-1KWG-6NW6-QPRW	MARIO BROS MOVIE-KL	E	3/20/2024	14.39		008934		
	I-1M67-CYQN-1MW4	MEASURING SPOONS-KL	E	3/20/2024	18.31		008934		
	I-1MKX-KYWG-1LML	HOTSPOT - IT	E	3/20/2024	649.99		008934		
	I-1MPX-4GQL-LNW3	MULTIMEDIA - KL	E	3/20/2024	239.47		008934		
	I-1MRW-JJYM-3MKG	SOCCER BALLS - P&R	E	3/20/2024	231.03		008934		
	I-1NDC-TX6R-3HC1	BARCODE SCANNER KIDS #2-KL	E	3/20/2024	29.89		008934		
	I-1NRD-KFGN-4CP1	MULTIMEDIA - KL	E	3/20/2024	26.78		008934		
	I-1PGV-RWT1-1DFR	PROGRAM BOOKS-KL	E	3/20/2024	36.00		008934		
	I-1R3Q-V317-YCTQ	MICROPHONE CLIP - COMM	E	3/20/2024	18.98		008934		
	I-1RCF-QLH4-JQQH	MISC BOOKS-KL	E	3/20/2024			008934		
	I-1RGR-PQJG-LXDR	HAND SAN/KLEENEX - P&R	E	3/20/2024			008934		
	I-1RTK-6MTX-91KD	HOOKS/TISSUE PAPER/PLTS-KL					008934		
	I-1T9X-PLDG-XL7C			3/20/2024			008934		

PAGE: 4

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1TDC-CGCC-4JGG	MISC BOOKS - KL	E	3/20/2024	182.74		008934		
	I-1VNO-KJL3-11N9	PROGRAM SNACKS - KL		3/20/2024	119.52		008934		
	I-1VNQ-KJL3-IIN9	BOOK TAPE-KL		3/20/2024	30.16		008934		4,182.43
	1-1VIF-FAFI-FABII	BOOK TAFE-KE	ь		VENDOR TOTALS ***		1 CHECKS		4,182.43
000916		AMERICAN PUBLIC WORKS ASSOCIAT							
	I-545380	APWA MEMBERSHIP	R	3/18/2024	5,570.00		246869		5,570.00
					VENDOR TOTALS ***		1 CHECKS		5,570.00
001115		AMERICAN WATER WORKS ASSOCIATI							
	I-7002172686 FY24	AWWA MEMBERSHIP-BUCKNER	R	3/18/2024	275.00		246870		275.00
				***	VENDOR TOTALS ***		1 CHECKS		275.00
000043		ANKENY COMMUNITY SCHOOLS							
	I-FY24 #9	MARCH 2024 GYM USE PMT	R	3/18/2024	5,700.00		246871		5,700.00
				***	VENDOR TOTALS ***		1 CHECKS		5,700.00
011996		ANKENY HARDWARE STORE LLC							
	C-1114265	CR: BRASS JBEND-OCM	E	3/20/2024	21.99CR		008945		
	I-1113317	KEYS -PKS	E	3/20/2024	14.95		008945		
	I-1113352	GREASE FOR PUMPS-KL	E	3/20/2024	16.47		008945		
	I-1113508	SMALL ENGINE PARTS - PKS	E	3/20/2024	15.90		008945		
	I-1113999	BLK CORD PLUG-OCM	E	3/20/2024	5.49		008945		
	I-1114021	SEC BITS - OCM	E	3/20/2024	8.98		008945		
	I-1114031	BRASS JBEND-OCM	E	3/20/2024	21.99		008945		
	I-1114160	SMALL ENGINE PART-PKS	E	3/20/2024	1.20		008945		
	I-1114197	TAPE/PIPES/HILLMAN-PRSC	E	3/20/2024	38.43		008945		
	I-1114198	MARKERS/STUDS/OUTLET-PKS	E	3/20/2024	65.47		008945		
	I-1114263	UNIT 812 GALV/MERCH COUP-OCM	E	3/20/2024	18.28		008945		
	I-1114267	CHAIN - PKS MNT	E	3/20/2024	15.99		008945		
	I-1114770	ARBOR/BOX/SAW-IT	E	3/20/2024	42.97		008945		244.13
				***	VENDOR TOTALS ***		1 CHECKS		244.13
004201		TSJM TOWING SERVICE LLC							
	I-24-59539	TOW/HOOK FEE - PD	R	3/18/2024	126.00		246872		126.00
				***	VENDOR TOTALS ***		1 CHECKS		126.00
000057		ARNOLD MOTOR SUPPLY							
	C-15CR014506	CR: UNIT #225 PARTS	R	3/18/2024	72.00CR		246873		
	C-15CR014532	CR: UNIT #724 PARTS	R	3/18/2024	24.00CR		246873		
	I-15NV173286	UNIT #118 PARTS	R	3/18/2024	161.97		246873		
	I-15NV173744	LQD FIRE- OCM	R	3/18/2024	5.43		246873		
	I-15NV173767	UNIT #225 PARTS	R	3/18/2024	37.56		246873		
	I-15NV173770	UNIT #225 PARTS	R	3/18/2024	11.64		246873		
	I-15NV173822	SHOP PARTS - CG	R	3/18/2024	150.24		246873		
	I-15NV173852	UNIT #225 PARTS	R	3/18/2024	321.00		246873		
	I-15NV174013	PARTS - OCM	R	3/18/2024	9.26		246873		
1	I-15NV174053	UNIT #724 PARTS	R	3/18/2024	209.14		246873		

9 AM A/P HISTORY CHECK REPORT

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 3/07/2024 THRU 3/20/2024

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
	I-15NV174129	BKL TIE/TEE WRAP - PRSC	R	3/18/2024	139.96		246873		
	I-15NV174131	UNIT #117 PARTS	R	3/18/2024	149.19		246873		
	I-15NV174312	SHOP PARTS - CG	R	3/18/2024	592.53		246873		
	I-15NV174346	UNIT 812-SPK PLG/SAN/GAL OCM	R	3/18/2024	32.80		246873		
	I-15NV174430	TEE WRAP - PRSC	R	3/18/2024	431.88		246873		2,156.60
	1 1311/1/1130	IBB With Thoo	10		VENDOR TOTALS ***		1 CHECKS		2,156.60
002625		PHILIP L ASCHEMAN PHD							
	I-3/04/2024	MMPI/PSYCH EVALS - PD	R	3/18/2024	1,575.00		246874		1,575.00
				***	VENDOR TOTALS ***		1 CHECKS		1,575.00
012007		THE MANITOWOC COMPANY INC							
	I-SWO028199-1	VERSALIFT REPAIR	E	3/20/2024	1,450.15		008948		1,450.15
				***	VENDOR TOTALS ***		1 CHECKS		1,450.15
002549		ATLANTIC BOTTLING COMPANY							
	I-4411089	BEVERAGES FOR RESALE -OC	R	3/18/2024			246875		640.10
				***	VENDOR TOTALS ***		1 CHECKS		640.10
008024		AUREON COMMUNICATIONS LLC							
	I-03/2024	03/01/24-03/31/24 STATEMENT	E	3/20/2024	1,832.69		008928		1,832.69
				***	VENDOR TOTALS ***		1 CHECKS		1,832.69
005065		TAGED TWEEDWARTONIAL TWO							
005865	I-INUS232110	TASER INTERNATIONAL INC AXON FLEET 2024 INVOICE	R	3/10/2024	55,200.02		246876		55,200.02
	1-1103232110	AXON FEEE 2024 INVOICE	I.		VENDOR TOTALS ***		1 CHECKS	`	55,200.02
					vanzon romao		1 01120110		00,200.02
000067		BAKER & TAYLOR INC							
	I-2038125348	MISC BOOKS - KL	E	3/20/2024	2,134.41		008892		
	I-2038135006	MISC BOOKS -KL	E	3/20/2024	517.72		008892		
	I-2038139237	MISC BOOKS -KL	E	3/20/2024	1,824.28		008892		
	I-2038143766	MISC BOOKS-KL	E	3/20/2024	343.97		008892		
	I-2038149557	MISC BOOKS-KL	E	3/20/2024	282.83		008892		5,103.21
				***	VENDOR TOTALS ***		1 CHECKS		5,103.21
005950		BLACKSTONE AUDIO INC							
	I-2142092	MULTIMEDIA/SHELF SVCS-KL	R	3/18/2024	197.71		246877		197.71
				***	VENDOR TOTALS ***		1 CHECKS		197.71
000000		DOLUMNIC MENIC THO							
009283		BOLTON & MENK, INC PAY 6-SE CORP WOODS/CRSWNDTRFC	R	3/18/2024	2,244.00		246878		2,244.00
	,	12 1 12 1111 110020, 010BIRTO			VENDOR TOTALS ***		1 CHECKS		2,244.00

PAGE: 5

T-44322D

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 3/07/2024 THRU 3/20/2024

CHECK INVOICE CHECK CHECK CHECK AMOUNT DISCOUNT NO STATUS AMOUNT STATUS DATE VENDOR I.D. NAME 005174 BOUND TREE MEDICAL LLC R 3/18/2024 I-85256269 EMS SUPPLIES - FD 10.74 246879 I-85257685 EMS SUPPLIES - FD R 3/18/2024 21.58 246879 EMS SUPPLIES - FD I-85259022 R 3/18/2024 357.96 246879 EMS SUPPLIES - FD R 3/18/2024 18.84 I-85260187 246879 EMS SUPPLIES - FD I-85260188 R 3/18/2024 46.90 246879 EMS SUPPLIES - FD 140.80 246879 I-85261803 R 3/18/2024 357.96 I-85263436 EMS SUPPLIES - FD R 3/18/2024 246879 I-85263437 EMS SUPPLIES - FD R 3/18/2024 357.96 246879 I-85264752 EMS SUPPLIES - FD R 3/18/2024 1,848.79 246879 I-85264753 EMS SUPPLIES - FD R 3/18/2024 364.88 246879 3,526.41 \*\*\* VENDOR TOTALS \*\*\* 3,526.41 1 CHECKS 011616 TANYA BOYLE 008957 I-02/2024 ACC CLASS 02/24 BOOTCAMP/PERSONAL TRAIN E 3/20/2024 275.00 275.00 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 275 00 004591 GREATER DSM COMMUNITY FOUNDATI I-FY24 #3 FY24 #3 HOTEL/MOTEL CONTRIBTN R 3/18/2024 120,070.67 120,070.67 246880 \*\*\* VENDOR TOTALS \*\*\* 120,070.67 1 CHECKS 000127 BRICK GENTRY PC 2/25/2024 STATEMENT 224.016 R 3/18/2024 I-417078 105.00 246881 585.00 02/25/2024 STATEMENT 224.008 R 3/18/2024 I-417079 246881 I-417081 2/25/2024 STATEMENT 224.091 R 3/18/2024 45.00 246881 I-417082 2/25/2024 STATEMENT 224.001 R 3/18/2024 3,195.00 246881 2/25/2024 STATEMENT 224.031 R 3/18/2024 344.25 246881 I-417083 I-417084 02/25/2024 STATEMENT 224.010 R 3/18/2024 375.00 246881 2/25/2024 STATEMENT 224.003 I-417085 3/18/2024 345.00 246881 4,994.25 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 4,994.25 008738 BULB GUY LIGHTING I-21259 BULBS- CH E 3/20/2024 156.40 008931 156.40 \*\*\* VENDOR TOTALS \*\*\* 156.40 1 CHECKS 011030 CALLAWAY GOLF SALES CO MERCH FOR RESALE -OC R 3/18/2024 1,081.00 246882 I-936430237 I-936531243 MERCH FOR RESALE-OC R 3/18/2024 1,165.00 246882 MERCH FOR RESALE-OC R 3/18/2024 466.74 246882 I-936653943 I-936653944 MERCH FOR RESALE -OC R 3/18/2024 607.54 246882 3,320.28 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 3,320.28 000385 CAPITAL CITY EQUIPMENT CO E 3/20/2024 I-44057D UNIT #640 PARTS 74.33 008895 STUMP GRINDER SUPPLIES - PW E 3/20/2024 579.36 I-44164D 008895 STUMP GRINDER TEETH E 3/20/2024 1,763.80

1,110.11

\*\*\* VENDOR TOTALS \*\*\* 1 CHECKS

008895

1,763.80

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000117		CARMEN'S FLOWERS							
	I-016065	GREEN PLANT - D. ADOVOR	R	3/18/2024	60.00 VENDOR TOTALS ***		246883 CHECKS		60.00
000453		CARQUEST AUTO PARTS							
	I-2330-822828	FIRE TRUCK PARTS	R	3/18/2024	45.72		246884		
	I-2330-822899	FIRE TRUCK PARTS	R	3/18/2024	74.96		246884		
	I-2330-823128	UNIT #401 PARTS	R	3/18/2024	42.88		246884		
	I-2330-823334	FUEL FILTER - CG	R	3/18/2024	5.24		246884		
	I-2330-823443	UNIT #244 PARTS	R	3/18/2024	26.56		246884		
	I-2330-824143	UNIT #163 PARTS	R	3/18/2024	25.72		246884		221.08
				***	VENDOR TOTALS ***	1	CHECKS		221.08
012046		CB&I STORAGE TANK SOLUTIONS LI	_						
	I-252422-01 #1	PAY 1-IRVNDL ELEVTD STRG TNK	E	3/20/2024	583,062.50		008951	583	3,062.50
				***	VENDOR TOTALS ***	1	CHECKS	!	583,062.50
004613		CENTRAL IOWA DISTRIBUTING							
	I-01006689	GLOVES/BAGS/CLNRS-PK MNT	E	3/20/2024	1,976.00		008916	:	1,976.00
				***	VENDOR TOTALS ***	1	CHECKS		1,976.00
011576		CINTAS CORPORATION							
	I-4184542600	MAT/UNIFORM RENTALS-OCM	R	3/18/2024	33.85		246885		
	I-4184700130	MAT RENTALS-ACC	R	3/18/2024	67.90		246885		
	I-4184700188	MAT/UNIFORM RENTAL - PK MNT	R	3/18/2024	116.58		246885		
	I-4184700249	MAT RENTALS-KL	R	3/18/2024	154.63		246885		
	I-4185416499	UNIFORM RENTALS-OCM	R	3/18/2024	48.92		246885		
	I-4185422168	MAT RENTALS - ACC	R	3/18/2024	67.90		246885		
	I-4185422314	MAT/UNIFORM RENTALS-PK MNT	R	3/18/2024	116.58		246885		
	I-4185712875	BANQUET SUPPLY RENTALS-OC	R	3/18/2024	329.51		246885		
	I-4186137963	UNIFORM /MAT RENTAL-OCM	R	3/18/2024	77.14		246885	:	1,013.01
				***	VENDOR TOTALS ***	1	CHECKS		1,013.01
008258		CIT CHARTERS INC							
	I-19801FINAL	4/10/24 BUS TRIP FINAL PMT	R	3/18/2024	1,915.69		246886		1,915.69
				***	VENDOR TOTALS ***	1	CHECKS		1,915.69
002407		CIVIL DESIGN ADVANTAGE LLC							
	I-43914 #11	PAY 11-NW36TH ST/WEIGEL DR HMA	A E	3/20/2024	4,705.70		008910	•	1,705.70
				***	VENDOR TOTALS ***	1	CHECKS		4,705.70
009277		CONVERGE ONE INC							
	I-IE9118705	CABLE - IT	E	3/20/2024	207.00		008935		207.00
				***	VENDOR TOTALS ***	1	CHECKS		207.00

PAGE: 8

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
009110		PAIRADOCS P C							
	I-423717	02/2024 EXAM/VACS-CHARLIE	R	3/18/2024	306.00		246887		306.00
				***	VENDOR TOTALS ***	1	CHECKS		306.00
001654		CUMMINS, INC							
	I-J4-44823	GENERATOR PARTS - FS#3	E	3/20/2024	346.56		008903		
	I-J4-45125	UNIT #120 PARTS	E	3/20/2024	52.56		008903		
	I-J4-47115	UNIT #120 PARTS	E	3/20/2024	381.84		008903		
	I-J4-49071	#209 HEADER	E	3/20/2024	1,793.18		008903		
	I-J4-51745	GEN INPECT - PSB	E	3/20/2024	307.63		008903		
	I-J4-51746	GEN INPECT - WATER IRVINEDALE	E	3/20/2024	307.63		008903		
	I-J4-51747	GEN INSPECT - WATER OTTER CRK	E	3/20/2024	579.52		008903		
	I-J4-51749	GEN INSPECT - FS#3	E	3/20/2024	307.63		008903		
	I-J4-51876	GEN INPECT - PD	E	3/20/2024	307.63		008903		
	I-J4-51877	GEN INSPECT - WATER MAG RD	E	3/20/2024	307.63		008903		
	I-J4-51878	GEN INSPECT - PW	E	3/20/2024	307.63		008903		
	I-J4-52049	GEN INSPECT - FS#2	E	3/20/2024	307.63		008903		
	I-J4-52054	GEN INSPECT-WATER DELAWARE	E	3/20/2024	309.77		008903		
	I-J4-52057	GEN INSPECT - CH	E	3/20/2024	307.63		008903		
	I-J4-52061	GEN INSPECT - FS#1	E	3/20/2024	307.63		008903		6,232.10
				***	VENDOR TOTALS ***	1	CHECKS		6,232.10
000146		CENTURY HOMES CO							
	I-75032IN	HERBICIDE - PW	R	3/18/2024	922.50		246888		
	I-75112IN	HERBICIDE - OCM	R	3/18/2024	50.00		246888		972.50
				***	VENDOR TOTALS ***	1	CHECKS		972.50
011705		DAKOTA SUPPLY GROUP							
	I-S103435792.001	PLOW CURB GUARD-PKS	R	3/18/2024	255.00		246889		
	I-S103435792.002	PLOW CURB GUARDS-PKS	R	3/18/2024	255.00		246889		510.00
				***	VENDOR TOTALS ***	1	CHECKS		510.00
001003		ED DANIELS							
	I-115813	FILTERS -PW	E	3/20/2024	8.66		008902		
	I-115906	FILTERS - FS3		3/20/2024			008902		
	I-115907	FILTERS -FS2	E	3/20/2024	66.92		008902		
	I-115908	FILTERS -CH	E	3/20/2024	180.46		008902		327.40
				***	VENDOR TOTALS ***	1	CHECKS		327.40
000758		DES MOINES IRON & SUPPLY CO							
		STREET SUPPLIES - PW	R	3/18/2024	11.00		246890		11.00
				***	VENDOR TOTALS ***		CHECKS		11.00
				***	VENDOR TOTALS ***	1	CHECKS		1

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
000160		DES MOINES WATER WORKS							
	I-000186 2/28/24	2/28/2024 STATEMENT	R	3/18/2024	1,050.00		246891		
	I-005039 2/27/24	2/27/2024 STATEMENT	R	3/18/2024	196,710.87		246891		
	I-005040 2/27/24	2/27/2024 STATEMENT	R	3/18/2024	181,150.66		246891		
	I-084542 2/27/24	2/27/2024 STATEMENT	R	3/18/2024	79.16		246891		
	I-084793 2/27/24	2/27/2024 STATEMENT	R	3/18/2024	158,923.78		246891		
	I-099890 2/27/24	2/27/2024 STATEMENT	R	3/18/2024	186,121.30		246891		
	I-101656 2/27/24	2/27/2024 STATEMENT	R	3/18/2024	157,490.99		246891	88	31,526.76
				***	VENDOR TOTALS ***		1 CHECKS		881,526.76
001327		GL ANKENY LLC							
	I-DOCS297325	UNIT #619 STEERING REPAIRS	R	3/18/2024	2,046.68		246892		2,046.68
				***	VENDOR TOTALS ***		1 CHECKS		2,046.68
007438		E & B FIRE AND SAFETY INC							
	I-49495	PPE	R	3/18/2024	24,500.00		246893	2	24,500.00
				***	VENDOR TOTALS ***		1 CHECKS		24,500.00
003567		DITCH WITCH OF MINNESOTA							
	I-S32582	LOCATOR TRANSMIT REPAIR-TRFC	R	3/18/2024	658.00		246894		658.00
	1 332302	BOCATON INANOMII NEIAIN INFO	11		VENDOR TOTALS ***		1 CHECKS		658.00
009477		DIXON ENGINEERING INC							
	I-24-0165 #5	PAY 5-DEL GRND STRG RES REHBLT		3/18/2024	1,375.00		246895		
	I-24-0220 #2	PAY 2-MAG GRND STRG RES RHBLTN	I R	3/18/2024	1,000.00		246895		2,375.00
				***	VENDOR TOTALS ***		1 CHECKS		2,375.00
000299		DRA PROPERTIES LC							
	I-03/18/2024TEMPESMT	3/18/24 TEMP ESMT-PARCEL 3	R	3/18/2024	6,057.00		246896		
	I-03/18/24TEMPESMT	3/18/24 TEMP ESMT-TEMP CONST	R	3/18/2024	7,433.00		246896		
	I-03/18/24TEMPESMT5	3/18/24TEMP ESMT-PARCEL 5	R	3/18/2024	11,959.00		246896	2	25,449.00
				***	VENDOR TOTALS ***		1 CHECKS		25,449.00
009248		KOLBY DREES							
	I-2/28/2024	2/07/2024 MILEAGE	E	3/20/2024	4.82		008952		4.82
				***	VENDOR TOTALS ***		1 CHECKS		4.82
002367		DUKE'S ROOT CONTROL INC							
	I-22074 A	SUMP PUMP INSPECTIONS	R	3/18/2024	20,600.00		246897		
	I-22074 B	SUMP PUMP INSPECTIONS	R	3/18/2024	600.00		246897	2	21,200.00
				***	VENDOR TOTALS ***		1 CHECKS		21,200.00
004995		ECHO GROUP INC							
	I-S010488542 001	SIGNAL SUPPLIES - TRFC	E	3/20/2024	328.22		008920		
		SIGNAL SUPPLIES - TRFC	E		800.04		008920		1,128.26
					VENDOR TOTALS ***		1 CHECKS		1,128.26

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK	CHECK
000628		EIDE BAILLY LLP							
	I-EI01635224	HOTLINE-ANNUAL FEE	E	3/20/2024	250.00 VENDOR TOTALS ***		008899 1 CHECKS		250.00 250.00
008036		ENVISIONWARE INC							
	I-INV-US-70004	FY24 RENEWAL - KL	E	3/20/2024	4,402.50 VENDOR TOTALS ***		008929 1 CHECKS		4,402.50 4,402.50
003468		FAIR-PLAY SCOREBOARDS							
	I-1606152	LITTLE LEAGUE SCOREBOARDS	R		17,980.00 VENDOR TOTALS ***		246898 1 CHECKS	1	7,980.00 17,980.00
002285		FASTENAL COMPANY							
	I-IADES439714	SIGNAL SUPPLIES - TRFC	E	3/20/2024	423.21		008908		
	I-IADES439783	SIGNAL SUPPLIES - TRFC	E	3/20/2024	525.00		008908		
	I-IADES439784	SIGNAL SUPPLIES - TRFC	E	3/20/2024	137.90		008908		
	I-IADES440183	UNIT #663 PARTS	E	3/20/2024	47.60		008908		
	I-IADES440202	SIGNAL SUPPLIES - TRFC	E	3/20/2024	189.96 VENDOR TOTALS ***		008908 1 CHECKS		1,323.67 1,323.67
005631		FBI-LEEDA							
	I-200101765	SLI - DSM - TOWNSEND	R	3/18/2024	795.00 VENDOR TOTALS ***		246899 1 CHECKS		795.00 795.00
000101		ED M FELD EQUIPMENT CO INC							
	I-0435123-IN	UNIT #121 PARTS	R	3/18/2024	416.27 VENDOR TOTALS ***		246900 1 CHECKS		416.27 416.27
006858		FERGUSON ENTERPRISES INC #1657							
	I-0482339	RF UNITS	R		57,200.00 VENDOR TOTALS ***		246901 1 CHECKS	5	7,200.00 57,200.00
000715		FERRELLGAS LP							
	I-1126062793	STREET SUPPLIES - PW	R		65.80 VENDOR TOTALS ***		246902 1 CHECKS		65.80 65.80
011234		FIRE SERVICE TRAINING BUREAU							
	I-241504	FO1 - CAMERON BROSE	R		50.00 VENDOR TOTALS ***		246903 1 CHECKS		50.00
007648		DAIOHS USA INC							
	I-014522	COFFEE SERVICES - PW	E	3/20/2024	99.57		008927		
	I-016511	COFFEE SERVICES - CH	E	3/20/2024	102.57 VENDOR TOTALS ***		008927 1 CHECKS		202.14

BANK: APFNB FIRST NATIONAL BANK AMES

, III N D O D	T D	V21/47	O	CHECK	INVOICE	DIGGOINE	CHECK	CHECK	CHECK
VENDOR	1.0.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
002411		JOE FOGG							
	I-2/14/2024	HI VIS SAFETY JACKET RMBRSMNT	R	3/18/2024	99.49		246904		99.49
				***	VENDOR TOTALS ***	1	L CHECKS		99.49
002078		FOTH & VAN DYKE LLC							
	I-88541 #37	PAY 37-W 1ST ST WDNG/IMP PH1	E	3/20/2024	2,510.00		008906		2,510.00
				***	VENDOR TOTALS ***	1	L CHECKS		2,510.00
011562		KELVIN FOUST							
	I-3/11/2024	BOOT REIMBURSEMENT	E	3/20/2024	140.00		008955		140.00
				***	VENDOR TOTALS ***	1	L CHECKS		140.00
000211		GALE							
	I-83931420	FEB AFRICAN AMCN 2 PLAN-KL	E	3/20/2024	50.23		008893		
	I-83931506	FEB AMISH FICTION 3 PLAN-KL	E	3/20/2024	72.72		008893		
	I-83931531	FEB THRILLER ADVNTR 3 PLAN	E	3/20/2024	80.22		008893		
	I-83931770	FEB CLEAN READS 3 PLAN-KL	E	3/20/2024	72.72		008893		
	I-83931886	FEB SFTCVR ROMANCE FCTN 3	E	3/20/2024	61.47		008893		
	I-83932011	FEB HISTORY FACT FCTN 2 PLAN	E	3/20/2024	53.23		008893		
	I-83940386	FEB WESTERN 2 PLAN - KL	E	3/20/2024	48.73		008893		
	I-83962856	FEB LG PRINT DIST 5 PLAN	E	3/20/2024	61.49		008893		
	I-84002977	MARCH TOP SHELF 8 PLAN-KL	Ε	3/20/2024	187.43		008893		
	I-84003229	MARCH HIGH OCTANE 8 PLAN-KL	Ε	3/20/2024	161.19		008893		
	I-84009853	MARCH DYNAMIC DRAMA 5 PLAN	E	3/20/2024	145.45 VENDOR TOTALS ***	1	008893 L CHECKS		994.88 994.88
011998		GALLS PARENT HOLDINGS, LLC							
	I-026976228	UNIFORMS - PD	E	3/20/2024	25.99		008946		
	I-027008756	UNIFORMS - PD	Ε	3/20/2024	27.95		008946		
	I-027008766	UNIFORMS - FD	Ε	3/20/2024			008946		
	I-027061068	UNIFORMS - FD	E	3/20/2024	209.04		008946		337.28
				***	VENDOR TOTALS ***	1	L CHECKS		337.28
002304		GOLDEN CIRCLE MUNICIPAL OFFICE		. / /					
	I-FY25 YUSKA	GCMOA FY25 DUES-YUSKA	R	3/18/2024	50.00 VENDOR TOTALS ***	1	246905		50.00
				***	VENDOR TOTALS ***	1	L CHECKS		50.00
009054		GPS INDUSTRIES LLC							
	I-CON117918	01/2024 CNCT CNTRL/TRKNG/VISAG	R	3/18/2024	2,189.00		246906		
	I-CON119107	03/2024 CNCT CNTRL/TRKNG/VSAGE	R	3/18/2024	2,189.00		246906		4,378.00
				***	VENDOR TOTALS ***	1	L CHECKS		4,378.00
000227		GRAINGER							
	I-9030995089	NOZZLE ORING-PD	E	3/20/2024	6.00		008894		
	I-9032454275	RAIN DRIP GUARD-PRSC	E	3/20/2024	85.22		008894		
	I-9033245482	GASKET-FD	E	3/20/2024	14.87		008894		
ĺ	I-9036383975	CORNER GUARD - KL	E	3/20/2024	26.38		008894		132.47
				***	VENDOR TOTALS ***	1	L CHECKS		132.47

CHECK INVOICE

CHECK CHECK

CHECK

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK	
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT	
04543		GREATER DES MOINES CONVENTION								
	I-FY24 #3	FY24 #3 HOTEL/MOTEL CONTRIBTN	E.	3/20/2024	120 070 67		000015	120	070 67	
	1-1124 #3	F124 #3 NOIEL/MOIEL CONTRIBIN	ь		VENDOR TOTALS ***					
					VENDOR TOTALS """	1	CHECKS	1	20,070.07	
00574		HACH COMPANY								
	I-13936523	WELL SUPPLIES - MU	R	3/18/2024	25.53		246907		25.53	
				***	VENDOR TOTALS ***	1	CHECKS		25.53	
09448		HANDS TO HEARTS CUSTOM SEWING								
	I-26	PANT HEMMING - FD	E	3/20/2024	20.00		008937		20.00	
					VENDOR TOTALS ***		CHECKS		20.00	
12042		HAPPY FACES ENTERTAINMENT LLC								
	I-4853	DEPOSIT 6/27/24 PROGRAMS-KL	R				246908		300.00	
				***	VENDOR TOTALS ***	1	CHECKS		300.00	
04853		HOLT TIRE SERVICE INC								
	I-223102	UNIT #690 PARTS	E	3/20/2024	233.98		008918		233.98	
				***	VENDOR TOTALS ***	1	CHECKS		233.98	
03098		HOTSY CLEANING SYSTEMS IN								
	I-0220067-IN	BUILDING SERVICES - PD		3/20/2024			008912			
	I-0220172-IN	FLEETWASH - PD	E	3/20/2024	575.00		008912		,541.14	
				***	VENDOR TOTALS ***	1	CHECKS		1,541.14	
05531		HR GREEN INC								
	I-172500 #10	PAY #10-NWIRVNDLE/18TH INTSCN	E	3/20/2024	4,643.50		008923	4	,643.50	
				***	VENDOR TOTALS ***	1	CHECKS		4,643.50	
09027		HUMANA HEALTH CARE PLANS								
	I-AFD32935		R	3/18/2024	310.16		246909		310.16	
					VENDOR TOTALS ***		CHECKS		310.16	
10037		I & S GROUP, INC								
	I-102350 #10	PAY 10-HIGH TRESTLE PARK PH1	R				246910		,538.75	
				***	VENDOR TOTALS ***	1	CHECKS		7,538.75	
08906		IMAGE TREND INC								
	I-PS-INV106665	FEBRUARY 2024 BILLING BRIDGE	E	3/20/2024	1,282.90		008932	1	,282.90	
				***	VENDOR TOTALS ***	1	CHECKS		1,282.90	
09565		INFOSEND INCORPORATED								
	I-257459		R	3/18/2024	10,351.39		246911			
	I-258372	INVOICE CLOUD PROGRAMMING					246911	10	,601.39	
					VENDOR TOTALS ***		CHECKS		10,601.39	

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT		CHECK STATUS	CHECK
005403		IOWA COMMUNITIES ASSURANCE POO							
		ADD MIDWAY PARK RESTROOM		3/18/2024	79.00		246912		79.00
					VENDOR TOTALS ***		CHECKS		79.00
001120		IOWA DEPARTMENT OF COMMER							
		FY24/25 LIQUOR LICENSE RNWL-OC	D	3/07/2024	1,625.00		002444	1	,625.00
				***	VENDOR TOTALS ***	1	CHECKS		1,625.00
007091		IOWA LAW ENFORCEMENT ACADEMY							
	I-325818	DEF TACTIC INSTR-B. KROSKA	R	3/18/2024	150.00		246913		150.00
				***	VENDOR TOTALS ***	1	CHECKS		150.00
000743		IOWA MUNICIPAL FINANCE OFFICER							
	I-FY24 DUES YUSKA	FY24 IMFOA MEMBERSHIP-YUSKA	R	3/18/2024	50.00		246914		50.00
				***	VENDOR TOTALS ***	1	CHECKS		50.00
008611		J & K CONTRACTING LLC							
	I-PAY 8-N 4M CRK TRN	PAY 8-N 4MILE CRK TRNK SWR	R	3/18/2024	155,977.32		246915	155	,977.32
				***	VENDOR TOTALS ***	1	CHECKS	1	.55,977.32
012045		JC SUPPLY							
	I-1883	DEGREASER - CG	R	3/18/2024	476.09		246916		476.09
				***	VENDOR TOTALS ***	1	CHECKS		476.09
011579		BRANDT JOHNSON							
	I-2/23/2024	1/8/24-2/14/24 MILEAGE	E	3/20/2024	21.84		008956		21.84
				***	VENDOR TOTALS ***	1	CHECKS		21.84
000292		KARL CHEVROLET INC							
	I-284955 CVW	UNIT #99 PARTS	R	3/18/2024	131.44		246917		
	I-288087 CVW	UNIT #620 PARTS			220.19		246917		
	I-969201	UNIT 79 REPAIRS	R		1,816.91				,168.54
				***	VENDOR TOTALS ***	1	CHECKS		2,168.54
011489		KWP, LLC							
	I-18790	LATH/WOOD STAKES - ENG	E	3/20/2024	999.00		008941		999.00
				***	VENDOR TOTALS ***	1	CHECKS		999.00
012000		KEY COOPERATIVE							
		2/27 SUPER UNLEADED-PKS					008947		
	I-8133854				341.60		008947		
	I-8136562	2/29/24 SUP UNL/#1 #2 DSL	E				008947		,153.39
				***	VENDOR TOTALS ***	1	CHECKS		21,153.39

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	T.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
009201		KIESLER POLICE SUPPLY INC							
	I-IN233458	FEDERAL 223 FMJ	E	3/20/2024	4,718.00		008933		
	I-IN234147	SPEER 9MM G2	E	3/20/2024	16,275.00		008933	2	0,993.00
				***	VENDOR TOTALS ***	1	CHECKS		20,993.00
000581		MIDWEST MOTOR SUPPLY CO INC							
	I-101961919	SHOP SUPPLIES - CG	E	3/20/2024	282.59		008898		282.59
				***	VENDOR TOTALS ***	1	CHECKS		282.59
011775		JAMIE AARON KELLEY							
	I-03/12/2024 MARIO	3/12/24 MEET MARIO -KL	R	3/18/2024	53.80		246918		53.80
í				***	VENDOR TOTALS ***	1	CHECKS		53.80
002306		KNOX ASSOCIATES INC							
	I-INV-KA-263081	#120 #121 RETAINERS	E	3/20/2024	2,277.00		008909		
	I-INV-KA-268412	KNOX CONNECT LICENSE - FD	E	3/20/2024	721.00		008909		2,998.00
				***	VENDOR TOTALS ***	1	CHECKS		2,998.00
010104		KONE INC							
	I-871301663	03/01/24-02/28/25 MNTCE RNWL	R	3/18/2024	8,211.60		246919		8,211.60
				***	VENDOR TOTALS ***	1	CHECKS		8,211.60
003296		ROBERT KOVACS							
	I-2/16/2024	MEAL REIMBURSEMENT	R	3/18/2024	46.26		246920		46.26
				***	VENDOR TOTALS ***	1	CHECKS		46.26
011568		LEXISNEXIS RISK SOLUTIONS FL I							
	I-6967963-20240229	AVCC SBSRT 2/1/24-2/29/24	E	3/20/2024	515.00		008943		515.00
				***	VENDOR TOTALS ***	1	CHECKS		515.00
000402		LINDE GAS & EQUIPMENT							
Ī	I-41502418	WELDING RENTAL-PKS MNT	R	3/18/2024	43.46		246921		43.46
				***	VENDOR TOTALS ***	1	CHECKS		43.46
011948		JAMIE GALE							
ì	I-03/01/2024 CLASS	3/1/24 LITTLE OM BIG OM -KL	E	3/20/2024	85.00		008958		85.00
				***	VENDOR TOTALS ***	1	CHECKS		85.00
004810		LOGAN CONTRACTORS SUPPLY							
	I-D63528	STREET SUPPLIES - PW	E	3/20/2024	300.00		008917		300.00
				***	VENDOR TOTALS ***	1	CHECKS		300.00
002207		MANATTS INC							
	I-5125713	2/15/24 C-4WR NO ASH	E	3/20/2024	3,486.00		008907		
	I-5125885	2/21/24 C-4WR NO ASH	E	3/20/2024	845.00		008907		4,331.00
				***	VENDOR TOTALS ***	1	CHECKS		4,331.00

BANK: APFNB FIRST NATIONAL BANK AMES

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01799	MARTIN MARIETTA MATERIALS, INC							
I-41715540	2/16/24 1" CLEAN	R	3/18/2024	1,741.25		246922		
I-41791381	SMR BRK WALL-PKS	R	3/18/2024	87.84		246922		
I-41791382	SUMMERBROOK RET WALL - PKS	R	3/18/2024	243.75		246922	2,	072.84
			***	VENDOR TOTALS ***		1 CHECKS		2,072.84
9346	MARY'S CLEANING CARE INC							
I-33613	FEBRUARY 2024 CLEANINGS - PSB	R	3/18/2024	1,190.00		246923		
I-33677	JANITORIAL SUPPLIES - CH	R	3/18/2024	288.00		246923		
I-33678	JANITORIAL SUPPLIES - FD	R	3/18/2024	112.00		246923		
I-33679	JANITORIAL SUPPLIES - PW	R	3/18/2024	112.00		246923		
I-33681	JANITORIAL SUPPLIES - KL	R	3/18/2024	697.00		246923		
I-33682	JANITORIAL SUPPLIES - PSB	R	3/18/2024	286.00		246923		
I-33683	JANITORIAL SUPPLIES - ACC	R	3/18/2024	815.00		246923	3,	500.00
				VENDOR TOTALS ***	:	1 CHECKS		3,500.0
1671	MCC IOWA LLC							
I-3/01/24-3/31/24	3/01/24-3/31/24 DEDICATE INT	R	3/18/2024	500.00		246924		500.00
			***	VENDOR TOTALS ***	:	1 CHECKS		500.0
1864	MEDIX OCCUPATIONAL HEALTH SERV							
I-27563	FEB 24 DRUG TESTS & PHYSICALS	E	3/20/2024	2,430.00		008905	2,	430.00
			***	VENDOR TOTALS ***	:	1 CHECKS		2,430.0
4747	MENARDS							
I-98470	BUILDING/SEWER SUPPLIES - MU	R	3/18/2024	446.67		246925		
I-98514 02/06/24	TAMPER/PLUG - OCM	R	3/18/2024	53.97		246925		
I-98562 2/07/24	PAILS/SNAP OFF KNIFE - TRFC	R	3/18/2024	41.50		246925		
I-98571	SEWER MAINT/EQUIP SUPPLY-MU	R	3/18/2024	64.26		246925		
I-98602	PUMP STATION SUPPLIES - MU	R	3/18/2024	136.01		246925		
I-98612	NIPPLE/FIP/HNDLE - OCM	R	3/18/2024	30.96		246925		
I-98667	CEMED MAINE CUDDITEC MU	R	0 /4 0 /0 0 0 4					
	SEWER MAINT SUPPLIES - MU	11	3/18/2024	127.94		246925		
I-98769	STREET SUPPLIES - PW	R	3/18/2024			246925 246925		
I-98769 I-98806		R		59.44				
I-98806	STREET SUPPLIES - PW	R R	3/18/2024	59.44 171.88		246925		
I-98806	STREET SUPPLIES - PW BUILDING SUPPLIES - MU	R R R	3/18/2024 3/18/2024	59.44 171.88 11.96		246925 246925		
I-98806 I-98814	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW	R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96		246925 246925 246925		
I-98806 I-98814 I-98822	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU	R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29		246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC	R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32		246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC	R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32		246925 246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC STREET SUPPLIES - PW BRUSH/STAKES - MU	R R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32 52.96		246925 246925 246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896 I-98906	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC STREET SUPPLIES - PW BRUSH/STAKES - MU PREMIXED FUEL - FD	R R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32 52.96 49.12		246925 246925 246925 246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896 I-98906 I-98910 I-99047	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC STREET SUPPLIES - PW BRUSH/STAKES - MU PREMIXED FUEL - FD	R R R R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32 52.96 49.12		246925 246925 246925 246925 246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896 I-98906 I-98910 I-99047 I-99061 I-99087	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC STREET SUPPLIES - PW BRUSH/STAKES - MU PREMIXED FUEL - FD HEAT PUMP REPAIR PARTS-FS1 FLEET SUPPLIES - PD	R R R R R R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32 52.96 49.12 191.76 16.68		246925 246925 246925 246925 246925 246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896 I-98906 I-98910 I-99047 I-99061 I-99087 I-99089	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC STREET SUPPLIES - PW BRUSH/STAKES - MU PREMIXED FUEL - FD HEAT PUMP REPAIR PARTS-FS1 FLEET SUPPLIES - PD SINK DRAIN REPAIR-FS1	R R R R R R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32 52.96 49.12 191.76 16.68 121.21 11.78		246925 246925 246925 246925 246925 246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896 I-98906 I-98910 I-99047 I-99061 I-99087 I-99089	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC STREET SUPPLIES - PW BRUSH/STAKES - MU PREMIXED FUEL - FD HEAT PUMP REPAIR PARTS-FS1 FLEET SUPPLIES - PD SINK DRAIN REPAIR-FS1 LUMBER - STREETS	R R R R R R R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32 52.96 49.12 191.76 16.68 121.21 11.78 39.40		246925 246925 246925 246925 246925 246925 246925 246925 246925 246925 246925 246925		
I-98806 I-98814 I-98822 I-98883 I-98896 I-98906 I-98910 I-99047 I-99061 I-99087 I-99089 I-99124 I-99125	STREET SUPPLIES - PW BUILDING SUPPLIES - MU STREET SUPPLIES - PW BUILDING/SEWER SUPPLIES - MU SOCKET/DRILL KIT/BATTERY-TRFC CABLE/CLAMP/BATTERIES-TRFC STREET SUPPLIES - PW BRUSH/STAKES - MU PREMIXED FUEL - FD HEAT PUMP REPAIR PARTS-FS1 FLEET SUPPLIES - PD SINK DRAIN REPAIR-FS1	R R R R R R R R R R	3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024 3/18/2024	59.44 171.88 11.96 113.29 238.84 65.32 52.96 49.12 191.76 16.68 121.21 11.78 39.40 77.76		246925 246925 246925 246925 246925 246925 246925 246925 246925 246925 246925		

BANK: APFNB FIRST NATIONAL BANK AMES

				QUE QU	TNULO T OF		OUT OU	OUT OF	QUE QU
VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK STATUS	CHECK AMOUNT
	I-99170	CLEANER/WIRE STRIP/# KIT-TRFC	R	3/18/2024	16.45		246925		
	I-99184	SHOWER REPAIR PARTS-FS1	R	3/18/2024	30.68		246925		
	I-99245	LIGHT LENSE REPLCMNT-PW	R	3/18/2024	63.13		246925		
	I-99356	WRENCH SET/SAW/CLAD/CNCTR-OC	R	3/18/2024	122.39		246925		
	I-99406	FROGTAPE/ORING/BRUSH-PW	R	3/18/2024	26.53		246925		
	I-99481 02/29/24	LANDSCAPE BLOCKS - PKS	R	3/18/2024	32.94		246925		
	I-99485 02/29/24	RUBBER WASHER-FD	R	3/18/2024	1.00		246925		
	I-99499	PIPE/JT/CPLNG/CLTH-FD	R	3/18/2024	49.90		246925		
	I-99500	CHAINSAW FILE HANDLE-PKS	R	3/18/2024	5.97		246925		
	I-99524	NEUTRAL FLOOR CLEANER-OEC		3/18/2024	12.98		246925		
	I-99536	RED COUP/NIPPLE/HOSE-FD	R	3/18/2024	24.55		246925		2,618.88
				***	VENDOR TOTALS ***	1	CHECKS		2,618.88
007664		MERCYONE ANKENY PHARMACY							
	I-2/26/2024	EMS PHARMACY - FD	R	3/18/2024	70.60		246927		70.60
				***	VENDOR TOTALS ***	1	CHECKS		70.60
005317		MID AMERICAN SIGNAL INC							
	I-24-157	SIGNAL CONTROLLERS	E	3/20/2024	20,360.00		008922	2	0,360.00
	1 21 10,	OTOMINE CONTROLLENO			VENDOR TOTALS ***	1	. CHECKS		20,360.00
008616		MIDAMERICAN ENERGY COMPANY							
	I-WMIS # 2913320	GAS MAINS	R		15,747.64		246928	1	5,747.64
				***	VENDOR TOTALS ***	1	CHECKS		15,747.64
011606		MIDWEST CRITICAL POWER LLC							
	I-1468	UPDATES ON GENERATOR	R	3/18/2024	6,539.60		246929		6,539.60
				***	VENDOR TOTALS ***	1	CHECKS		6,539.60
000945		MIDWEST WHEEL COMPANIES							
	C-3599122-00	CR: UNIT #59 PARTS	R	3/18/2024	124.91CR		246930		
	I-3591554-00	UNIT #121 PARTS	R	3/18/2024	771.39		246930		
	I-3591757-00	UNIT #121 PARTS	R	3/18/2024	131.58		246930		
	I-3593241-00	UNIT #59 PARTS	R	3/18/2024	124.91		246930		
	I-3593452-00	UNIT #85 PARTS	R	3/18/2024	124.91		246930		1,027.88
				***	VENDOR TOTALS ***	1	CHECKS		1,027.88
1		ATTION TANDO							
Ţ	T_000202402120024	ALVORD, JAMES	p	3/10/2024	47 60		216027		17 62
	I-000202403130824	US REFUND	R	3/18/2024	47.62		246837		47.62
1		ANDERSEN, REGINA							
i	I-000202403130832	US REFUND	R	3/18/2024	47.45		246838		47.45

A/P HISTORY CHECK REPORT PAGE: 17

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
1	I-000202403130815	AUNSPACH, NATALIE US REFUND	R	3/18/2024	41.73	246839	41.73
1	I-000202403130818	BARRETT, DUSTIN T US REFUND	R	3/18/2024	65.01	246840	65.01
1	I-000202403130831	BOERSMA, HANNAH & NA US REFUND	R	3/18/2024	114.32	246841	114.32
1	I-000202403130834	BUSH, KAILEY US REFUND	R	3/18/2024	48.59	246842	48.59
1	I-000202403130827	BUTTERMORE, GABE US REFUND	R	3/18/2024	100.00	246843	100.00
1	I-000202403130825	DORITY, JORDYN US REFUND	R	3/18/2024	51.87	246844	51.87
1	I-000202403130820	EGGER, NOAH US REFUND	R	3/18/2024	64.93	246845	64.93
1	I-000202403130838	FINERAN, SARAH US REFUND	R	3/18/2024	39.45	246846	39.45
1	I-000202403130839	GOOD, ETHAN R US REFUND	R	3/18/2024	97.35	246847	97.35
1	I-000202403130830	HOARD, GARY US REFUND	R	3/18/2024	78.40	246848	78.40
1	I-000202403130826	LAND, BRENDA US REFUND	R	3/18/2024	46.58	246849	46.58
1		LOEHR, NICHOLAS US REFUND	R	3/18/2024	12.26	246850	12.26
1		LONEY, GRACE US REFUND	R	3/18/2024	51.87	246851	51.87
1	I-000202403130819	MERITT, CAMRON US REFUND	R	3/18/2024	98.92	246852	98.92
1	I-000202403130829	MYERS, JANET C US REFUND	R	3/18/2024	39.39	246853	39.39

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 3/07/2024 THRU 3/20/2024

CHECK INVOICE CHECK CHECK CHECK AMOUNT DISCOUNT NO STATUS AMOUNT DATE VENDOR I.D. NAME STATUS 1 OLSON, TYLER R 3/18/2024 I-000202403130822 US REFUND 54.39 246854 54.39 1 PORTERFIELD, ALLISON I-000202403130837 US REFUND R 3/18/2024 100.00 246855 100.00 1 RAMIREZ-CASTRO , MAN I-000202403130816 US REFUND R 3/18/2024 39.11 246856 39.11 1 THACH, SARA I-000202403130817 US REFUND 3/18/2024 46.13 246857 46.13 WALLACE, KARA 1 I-000202403130833 US REFUND R 3/18/2024 47.00 246858 47.00 1 WESTENDORF, MELISSA I-000202403130836 US REFUND R 3/18/2024 60.55 246859 60.55 1 WHITE, AARON I-000202403130835 US REFUND R 3/18/2024 246860 54.26 54.26 WORKNEH, KELIFA I-000202403130821 US REFUND R 3/18/2024 246861 46.25 46.25 \*\*\* VENDOR TOTALS \*\*\* 25 CHECKS 1,493.43 012040 MITIGATION INVESTMENT HOLDINGS STREAM MITIGATION CREDITS E 3/20/2024 76,950.00 76,950.00 I-INV-0882 008950 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 76,950.00 012030 MK DRAIN & SEWER LLC DRAIN REPAIRS - FS I-1120 E 3/20/2024 625.00 008949 I-1125 DRAIN REPAIRS -PD E 3/20/2024 375.00 008949 1,000.00 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 1,000.00 000497 MANUFACTURERS' NEWS INC I-709208-00-2024 2024 IA MANUFACTURERS REGISTER R 3/18/2024 165.90 246931 165.90 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 165.90 010051 MOBOTREX INC I-272056 APS PUSHBUTTONS E 3/20/2024 1,988.00 008939 1,988.00 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 1,988.00 010714 ANDREW MOSES I-2/20/2024 DNR CERT FEE REIMBURSEMENT E 3/20/2024 32.29 008953 WATER LICENSE REIMBURSEMENT E 3/20/2024 008953 I-3/06/2024 63.04 95.33 \*\*\* VENDOR TOTALS \*\*\* 1 CHECKS 95.33

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
006756		MTI DISTRIBUTING INC							
	I-1419702-00	FILTER -OCM	R	3/18/2024	20.74		246932		20.74
				***	VENDOR TOTALS ***	1	CHECKS		20.74
002032		MUNICIPAL COLLECTIONS OF AMERI							
	I-63885	02/24 COLLECTION FEES	R	3/18/2024	613.62		246933		
	I-63886	02/24 COLLECTION FEES	R	3/18/2024	6.00		246933		
	I-63888	02/24 COLLCTION FEES	R	3/18/2024	22.56		246933		642.18
				***	VENDOR TOTALS ***	1	CHECKS		642.18
06750		MUNICIPAL PIPE TOOL							
	I-34300	UNIT #741 PARTS	R	3/18/2024	451.05		246934		451.05
				***	VENDOR TOTALS ***	1	CHECKS		451.05
00350		MUNICIPAL SUPPLY INC							
	C-0899996-CM	CR: WATER MAINT SUPPLIES - MU	R	3/18/2024	24.80CR		246935		
	I-0898398-IN	METERS	R	3/18/2024	2,760.00		246935		
	I-0899941-IN	METERS	R	3/18/2024	6,670.00		246935		
	I-0899942-IN	METERS	R	3/18/2024	49,600.00		246935		
	I-0899943-IN	METER PARTS	R	3/18/2024	745.00		246935		
	I-0899943-IN A	METERS	R	3/18/2024	4,630.00		246935		
	I-0899994-IN	METERS	R	3/18/2024	7,700.00		246935		
	I-0899995-IN	WATER MAINT SUPPLIES - MU	R	3/18/2024	24.80		246935		
	I-0900115-IN	DISTRIBUTION PARTS - MU	R	3/18/2024	1,383.57		246935		
	I-0900184-IN	STREET SUPPLIES - PW	R	3/18/2024	595.10		246935	7	74,083.67
				***	VENDOR TOTALS ***	1	CHECKS		74,083.67
003057		NAPA AUTO PARTS							
	C-732330	CR: ANTI GEL DIESEL - CG	R	3/18/2024	107.04CR		246936		
	I-2986-733260	UNIT #413 PARTS	R	3/18/2024	16.01		246936		
	I-2986-733356	FLUID FILTERS - CG	R	3/18/2024	30.60		246936		
	I-2986-733420	NITRILE GLOVES - CG	R	3/18/2024	18.99		246936		
	I-2986-733486	AIR FILTER - OCM	R	3/18/2024	77.20		246936		
	I-2986-733518	UNIT #277 PARTS	R	3/18/2024	40.13		246936		
	I-2986-733531	BATTERIES - CG	R	3/18/2024	13.98		246936		
	I-2986-733566	FLUID FILTER - CG	R	3/18/2024	8.52		246936		
	I-2986-733567	AIR FILTER/FUEL FILTER - CG	R	3/18/2024	149.76		246936		
	I-2986-733604	OIL FILTER/HYDRAULIC FILTER-CG	R	3/18/2024	13.93		246936		
	I-2986-733630	FUEL/OIL FILTER - CG	R	3/18/2024	42.69		246936		
	I-2986-733631	FILTERS - CG	R	3/18/2024	149.50		246936		
	I-2986-733641	SMALL ENGINE PARTS - CG	R	3/18/2024	41.94		246936		
	I-2986-733695	UNIT #828 OIL FILTER-OCM	R	3/18/2024	8.52		246936		
	I-2986-733722	#88 #99 PARTS	R	3/18/2024	21.30		246936		
	I-2986-733759	SHOP SUPPLIES - CG	R	3/18/2024	11.88		246936		
	I-2986-733951	SHOP SUPPLIES - CG	R	3/18/2024	25.16		246936		
	I-2986-733968	SHOP EQUIP - CG	R	3/18/2024	118.99		246936		
	I-2986-733969	UNIT #163 PARTS	R	3/18/2024	43.66		246936		

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE	CHECK	CHECK CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT NO	STATUS AMOUNT
	I-2986-734001	SHOP SUPPLIES - CG	R	3/18/2024	12.98	246936	
	I-2986-734058	OIL - FD	R	3/18/2024	104.85	246936	
	I-2986-734062	FUEL FILTER - FD	R	3/18/2024	2.13	246936	
	I-2986-734079	SHOP SUPPLIES - CG	R	3/18/2024	45.52	246936	
	I-2986-734084	UNIT 811/812 SPARK PLUG/OIL/FL	R	3/18/2024	32.46	246936	
	I-2986-734147	SHOP SUPPLIES - CG	R	3/18/2024	10.29	246936	955.78
				***	VENDOR TOTALS ***	1 CHECKS	955.78
011398		NDA FARMS, LLC					
	I-03/18/2024PERMESMT	3/18/24 PERMANENT EASEMENT	R	3/18/2024	26,868.00	246937	
	I-03/18/2024TEMPESMT	3/18/24 TEMPORARY EASEMENT	R	3/18/2024	12,619.00	246937	39,487.00
				***	VENDOR TOTALS ***	1 CHECKS	39,487.00
000837		O'REILLY AUTOMOTIVE INC					
	I-0295-388288	TIRE TRAILER PARTS - MU	E	3/20/2024	22.29	008900	22.29
				***	VENDOR TOTALS ***	1 CHECKS	22.29
003727		ODP BUSINESS SOLUTIONS, LLC					
	I-353489047001	OFFICE SUPPLIES - PSB	R	3/18/2024	86.52	246938	
	I-354050289001	OFFICE SUPPLIES/LABELS - PD	R	3/18/2024	136.55	246938	
	I-354482207001	OFFICE SUPPLIES - PSB	R	3/18/2024	71.73	246938	
	I-354596432001	OFFICE SUPPLIES - PSB	R	3/18/2024	84.72	246938	
	I-354728231001	OFFICE SUPPLIES - CH	R	3/18/2024	161.00	246938	
	I-355112472001	PAPER TOWELS - PD	R	3/18/2024	642.04	246938	
	I-355311400001	OFFICE SUPPLIES - MU	R	3/18/2024	111.57	246938	
	I-356078170001	DVDS - PD	R	3/18/2024	239.92	246938	
	I-356571128001	OFFICE SUPPLIES - CH	R	3/18/2024	72.07	246938	
	I-356671167001	MKRS/PAPER/BATTS/CLIPS-KL	R	3/18/2024	150.25	246938	
	I-356674222001	CLIPS - KL	R	3/18/2024	9.59	246938	
	I-356674226001	MAGNETS -KL	R	3/18/2024	7.43	246938	
	I-357099390001	PAPER/KLEENEX/PLANNER-KL	R	3/18/2024	220.32	246938	
	I-357520603001	OFFICE SUPPLIES - FD	R	3/18/2024	73.74	246938	2,067.45
				***	VENDOR TOTALS ***	1 CHECKS	2,067.45
011375		PAR INDUSTRIES LLC					
	I-24001-1	OUTLET INSTALLATION-ACC	R	3/18/2024	431.21	246939	431.21
				***	VENDOR TOTALS ***	1 CHECKS	431.21
000699		THE PENWORTHY COMPANY					
	I-0597637-IN	MISC BOOKS -KL	R	3/18/2024	1,139.14	246940	1,139.14
				***	VENDOR TOTALS ***	1 CHECKS	1,139.14
009443		PERMABAND INC					
l	I-5096	SIGNAL SUPPLIES - TRFC	R	3/18/2024	648.00	246941	648.00
				***	VENDOR TOTALS ***	1 CHECKS	648.00

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE	CHECK	CHECK CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT NO	STATUS AMOUNT
004611		PETTY CASH					
	I-2024 PRSC STARTUP	2024 PRSC CONCESSION STARTUP	R	3/18/2024	325.00	24694	2
	I-2024HKY/MP STARTUP	2024HAWKEYE/MIRACLE PK STARTUP	R	3/18/2024	875.00	24694	2 1,200.00
				***	VENDOR TOTALS ***	1 CHECK	1,200.00
011897		POLK COUNTY AUDITOR'S OFFICE					
	I-11690	FEBRUARY BLOOD DRAWS	R	3/18/2024	300.00	24694	3 300.00
				***	VENDOR TOTALS ***	1 CHECK	300.00
000387		POLK COUNTY RECORDER					
	I-2/26/2024	PLAT/EASEMENT/AGREEMENT	R	3/18/2024	140.00	24694	4 140.00
				***	VENDOR TOTALS ***	1 CHECK	140.00
009386		POMP'S TIRE SERVICE, INC					
	I-1400135886	UNIT #247 TIRES	E	3/20/2024	672.00	00893	6
	I-1400135906	UNIT #180 TIRES	E	3/20/2024	736.00	00893	6
	I-1400135907	UNIT #180 TIRES	E	3/20/2024	116.00	00893	6 1,524.00
				***	VENDOR TOTALS ***	1 CHECK	1,524.00
000390		POSTMASTER					
	I-2/20/2024 #18	USPS MARKETING MAIL-CITY CLERK	R	3/18/2024	320.00	24694	5 320.00
000390		POSTMASTER					
	I-3/18/2024	SPRING CITY GUIDE MAILING	R	3/18/2024	6,047.75	24694	6,047.75
				***	VENDOR TOTALS ***	2 CHECK	s 6,367.75
006051		PROMOS 911 INC					
	I-11272	PROMOTIONAL PENS - FD	R	3/18/2024	449.52	24694	7 449.52
				***	VENDOR TOTALS ***	1 CHECK	S 449.52
002713		PROTEX CENTRAL INC					
	I-149313	FIRE EXTINGUISHER INSPCTN-OC	R	3/18/2024	91.00	24694	8
	I-149798	FE MAINTENANCE - PW	R	3/18/2024	1,920.48	24694	2,011.48
				***	VENDOR TOTALS ***	1 CHECK	S 2,011.48
005066		RALPH N SMITH INC					
	I-30357	BASE FOR KITCHEN -FD	R	3/18/2024	100.00	24694	9
	I-30413	VINYL BASE/GLUE - FD	R	3/18/2024	929.00	24694	9 1,029.00
				***	VENDOR TOTALS ***	1 CHECK	1,029.00
010853		TIMOTHY J READ					
	I-03/11/2024	3/11/24 PRESENTATION-KL	R	3/18/2024	250.00	24695	0 250.00
				***	VENDOR TOTALS ***	1 CHECK	S 250.00

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
008276		RELIANT FIRE APPARATUS INC							
	I-5WI000604	DEF CLEAN AND DOOR	R	3/18/2024	2,033.99		246951		2,033.99
				***	VENDOR TOTALS ***		1 CHECKS		2,033.99
003999		RINGCENTRAL INC							
	I-CD_000760760	02/26/24-03/25/24 STATEMENT	E	3/20/2024	5,671.42		008914		5,671.42
				***	VENDOR TOTALS ***		1 CHECKS		5,671.42
006802		ROMTEC INC							
	I-INV1399 #3	PAY 3-RALLY COMPLEX RR CONST	E	3/20/2024	21,000.00		008926	2	21,000.00
ĺ				***	VENDOR TOTALS ***		1 CHECKS		21,000.00
005463		RUETER'S RED POWER							
	I-CE37035	LUG BOLTS -PKS	R	3/18/2024	98.04		246952		98.04
				***	VENDOR TOTALS ***		1 CHECKS		98.04
004079		STRAWBERRY PATCH							
	I-6819	POLICE ACADEMY SHIRTS	R	3/18/2024	606.00		246953		
	I-94180	STAFF SHIRTS - P&R	R	3/18/2024	488.00		246953		
	I-94181	YOUTH LEAGUE SHIRTS-P&R	R	3/18/2024	3,744.00		246953		4,838.00
				***	VENDOR TOTALS ***		1 CHECKS		4,838.00
000425		SECRETARY OF STATE							
	I-FY24 NOTARY-RA	FY24 NOTARY RENEWAL-ARENDSE	R	3/18/2024	30.00		246954		30.00
				***	VENDOR TOTALS ***		1 CHECKS		30.00
004842		THE SHERWIN-WILLIAMS CO							
	I-7186-2	PAINT -KL	R	3/18/2024	194.74		246955		
	I-7515-2	PAINT -KL	R	3/18/2024	147.25		246955		341.99
				***	VENDOR TOTALS ***		1 CHECKS		341.99
008471		SHIVE-HATTERY INC							
	I-4185992-40 #38	PAY 38-ANKENY SENIOR COM CNTR	E	3/20/2024	654.96		008930		654.96
				***	VENDOR TOTALS ***		1 CHECKS		654.96
001103		SHRED-IT							
	I-8006431641	2/28/2024 SHREDDING SVCS - PD	R	3/18/2024	65.83		246956		65.83
				***	VENDOR TOTALS ***		1 CHECKS		65.83
008370		SPECTRUM ADVANTAGE LLC							
	I-24-48-1008	FO SPLICING-NE DEL AVE	R	3/18/2024	2,000.00		246957		2,000.00
				***	VENDOR TOTALS ***		1 CHECKS		2,000.00

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
000474		STATE HYGIENIC LABORATORY AR							
	I-273832	2/29/2024 TESTING - MU	E	3/20/2024	49.50		008897		49.50
				***	VENDOR TOTALS ***		1 CHECKS		49.50
002474		STATE STEEL OF DES MOINES							
	I-DM551348	ROLLED STRIP - PW	R	3/18/2024	32.37		246958		32.37
				***	VENDOR TOTALS ***		1 CHECKS		32.37
008350		STIVERS FORD							
	I-712878/1	UNIT #67 REPAIRS	R	3/18/2024	547.69		246959		547.69
				***	VENDOR TOTALS ***		1 CHECKS		547.69
001859		SVPA ARCHITECTS INC.							
	I-0039325 #11	PAY 11-FIRE STATION NO 4	R	3/18/2024	12,824.47		246960		
	I-0039364	1/29-3/3/24 SVPA OTTER CREEK	R	3/18/2024	1,560.16		246960	1	14,384.63
				***	VENDOR TOTALS ***		1 CHECKS		14,384.63
004981		SYN-TECH SYSTEMS INC							
	I-281270	FUELMASTER MAINTENANCE - CG	E	3/20/2024	550.00		008919		550.00
				***	VENDOR TOTALS ***		1 CHECKS		550.00
011545		SSCW FIRE & SAFETY INC.							
	I-19588	SEMI ANNUAL INSPECTION-OC	E	3/20/2024	290.00		008942		290.00
				***	VENDOR TOTALS ***		1 CHECKS		290.00
011972		TANKSCO INC							
	I-RI FNL-DEL STRG	REISSUE FINAL-DEL GRND STRG	R	3/18/2024	7,980.00		246961		7,980.00
				***	VENDOR TOTALS ***		1 CHECKS		7,980.00
007702		TEE TIMES PRESS INC							
	I-35870	FULL PAGE AD-TEE TIMES24 MN	R	3/18/2024	750.00		246962		750.00
				***	VENDOR TOTALS ***		1 CHECKS		750.00
006505		TG TECHNICAL SERVICES LLC							
	I-04527	OXYGEN SENSOR - FD	E		338.71		008925		338.71
				***	VENDOR TOTALS ***		1 CHECKS		338.71
011608		THE HOME DEPOT PRO							
	I-785473042	CEDAR/STUDS - FD	R		68.01		246963		68.01
				***	VENDOR TOTALS ***		1 CHECKS		68.01
006031		KATIE THIELMAN							
	I-1/8-2/29/24 MILE	1/8-2/29/24 MILEAGE	E	3/20/2024			008924		98.83
				***	VENDOR TOTALS ***		1 CHECKS		98.83

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
000444		TOMPKINS INDUSTRIES INC							
	I-405654123	HOSE FOR HEAT PUMP-FD	E	3/20/2024	191.54		008896		191.54
				***	VENDOR TOTALS ***		1 CHECKS		191.54
004159		TOYNE INC							
	I-IN0017386	GROUND LIGHT - FD	R	3/18/2024	115.13		246964		
	I-IN0017412	HINGE SPRING - FD	R	3/18/2024	94.64		246964		209.77
				***	VENDOR TOTALS ***		1 CHECKS		209.77
000465		TREASURER STATE OF IOWA							
	I-3/11/2024	MONTHLY SALES & EXCISE TAX	D	3/11/2024	100,925.32		002445	10	0,925.32
				***	VENDOR TOTALS ***		1 CHECKS		100,925.32
000740		TRIPLETT COMPANIES							
	I-449674-0	ENVELOPES - PSB	R	3/18/2024	189.50		246965		
	I-449695-0	BUSINESS CARDS-M. SHELTON	R	3/18/2024	89.00		246965		278.50
				***	VENDOR TOTALS ***		1 CHECKS		278.50
011455		TRIVISTA COMPANIES INC							
	I-XA100026595:01	PLOW TRUCK PARTS	R	3/18/2024	168.54		246966		
	I-XA100026694:01	UNIT #221 PARTS	R	3/18/2024	224.32		246966		
	I-XA100026703:01	UNIT #277 PARTS	R	3/18/2024	135.48		246966		
	I-XA100027102:01	UNIT #225 PARTS	R	3/18/2024	74.00		246966		
	I-XA100027102:02	UNIT #225 PARTS	R	3/18/2024	57.77		246966		
	I-XA100027102:03	UNIT #225 PARTS	R	3/18/2024	79.76		246966		739.87
				***	VENDOR TOTALS ***		1 CHECKS		739.87
010088		TRUCK CENTER COMPANIES EAST LL							
	I-XA301374736:01	UNIT #163 PARTS	E	3/20/2024	33.00		008940		33.00
				***	VENDOR TOTALS ***		1 CHECKS		33.00
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI87305	GASKET/PIN-JAC - OCM	E	3/20/2024	98.82		008913		
	I-J187563	BEDKNIFE - OCM	E	3/20/2024	483.00		008913		581.82
				***	VENDOR TOTALS ***		1 CHECKS		581.82
004516		ST LUKE'S HEALTH RESOURCES							
	I-216297	FEB 24 RANDOM TESTING	R	3/18/2024	462.00		246967		462.00
				***	VENDOR TOTALS ***		1 CHECKS		462.00
002135		CENTRAL IOWA HOSPITAL CORPORAT							
	I-214726	FEB 2024 SERVICES	R	3/18/2024	434.32		246968		434.32
				***	VENDOR TOTALS ***		1 CHECKS		434.32

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	T D	NAME	STATUS	CHECK DATE	INVOICE	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
VENDOR	1.0.	Mercin	SIAIUS	DAIL	APOUNT	DISCOUNT	NO	SIAIUS	AMOUNT
005012		VAN-WALL EQUIPMENT INC							
	I-6140495	UNIT 864/874 FILTER ELEMENT	E	3/20/2024	16.32		008921		
	I-6151655	#633 #634 PARTS	E	3/20/2024	240.50		008921		
	I-6152287	UNIT 811 BUSHING/SPRAY FILM OC	E	3/20/2024	36.81		008921		
	I-6153249	CENTERLINK/HP ULTRA-OCM	E	3/20/2024	33.00		008921		
	I-6155952	UNIT #807 CENTER LINK-OCM	E	3/20/2024	105.81		008921		432.44
				***	VENDOR TOTALS ***	-	L CHECKS		432.44
000960		VISION MARKETING PASSPORT SYST	1						
	I-2055	NAMETAGS - FD	R	3/18/2024	162.55		246969		162.55
					VENDOR TOTALS ***		L CHECKS		162.55
002569		WASTE CONNECTIONS INC							
	I-3641713T071	03/2024 WASTE SERVICES - CH	R		65.34		246970		65.34
				***	VENDOR TOTALS ***	-	L CHECKS		65.34
012041		WILBUR E GOODHUE INC							
	I-RD-2022-0804-1	WETLAND CREDITS	R	3/18/2024	880.00		246971		880.00
				***	VENDOR TOTALS ***	į	L CHECKS		880.00
002783		ZIEGLER INC							
	I-SI000457295	#255 REBUILD	E	3/20/2024	24,809.93		008911	2	4,809.93
	1 01000107230	#200 N250125	-		VENDOR TOTALS ***		L CHECKS		24,809.93
011964		ZOLL DATA SYSTEMS, INC.	_	2/22/2224	400.00		000044		400.00
	I-INV00167754	4/01/24-4/30/24 SVCS - FD	E	3/20/2024	420.00		008944		420.00
				***	VENDOR TOTALS ***	2	L CHECKS		420.00
* *	TOTALS * *	NO			INVOICE AMOUNT	DISCO	DUNTS	CHEC	K AMOUNT
REC	GULAR CHECKS:	134			1,660,895.89		0.00	1,66	0,895.89
	HAND CHECKS:	0			0.00		0.00		0.00
	DRAFTS:	2			102,550.32		0.00	10:	2,550.32
	EFT:	68			972,781.50		0.00	97.	2,781.50
	NON CHECKS:	0			0.00		0.00		0.00
	VOID CHECKS:	0 VOID DERIMO	,	0.00					
	VOID CHECKS:	0 VOID DEBITS  VOID CREDIT		0.00	0.00		0.00		
TOTAL E	ERRORS: 0								
		NO			INVOICE AMOUNT	DISCO	DUNTS	CHEC	K AMOUNT
VENDO	DR SET: 01 BANK: A	PFNB TOTALS: 204			2,736,227.71		0.00		6,227.71
BYMD.	: APFNB TOTALS:	204			2,736,227.71		0.00	2 72	6,227.71
DANA	. AFFND IVIA:	204			2,130,221.11		0.00	4,13	0,221.11
REPOR	RT TOTALS:	204			2,736,227.71		0.00	2,73	6,227.71
ı									



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality
ACTION REQUESTED: Resolution	
LEGAL:	
SUB	JECT:

Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bond for underground improvements, platted easements, water and sewer connection fees, authorizing cost-participation for sidewalk oversizing and approving the private street name NW Olivia Lane, for The Village at the Grove Plat 1.

#### **EXECUTIVE SUMMARY:**

The Village at the Grove Plat 1 is a proposed 12.36-acre (+/-) plat located west of NW Weigel Drive and south of NW 18th Street. This plat is Outlot Y in the Reserve at the Grove Plat 1. The subject plat creates 70 bi-attached townhome lots, a lot for a future clubhouse and amenities, private street lot, and associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

#### FISCAL IMPACT: Yes

Authorize cost participation request for sidewalk oversizing along NW Weigel Drive in an amount estimated to be \$3,696.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve and	accept	resolution

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

The Plan and Zoning Commission recommended City Council approval at their meeting on March 5, 2024.

#### PUBLIC OUTREACH EFFORTS:

#### ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to download	
<u>Resolution</u>	
□ <u>P&amp;Z Minutes</u>	
☐ <u>Final Plat</u>	
☐ <u>Staff Report</u>	
☐ Aerial Map	
☐ Applicant Letter	

#### RESOLUTION

Phone: 515-963-3544

RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL, PERFORMANCE AND MAINTENANCE BOND FOR UNDERGROUND IMPROVEMENTS, PLATTED EASEMENTS, WATER AND SEWER CONNECTION FEES, AUTHORIZING COST-PARTICIPATION FOR SIDEWALK OVERSIZING AND APPROVING THE PRIVATE STREET NAME NW OLIVIA LANE, FOR THE VILLAGE AT THE GROVE PLAT 1

**WHEREAS**, on the 5<sup>th</sup> day of March 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of The Village at the Grove Plat 1; and

**WHEREAS**, the attorney's title opinion, and letter of credit for erosion control, performance bonds for underground improvements, public easement documents and water and sewer connection fees, have been submitted and approved by the Community Development Director.

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

- 1. That final plat for The Village at the Grove Plat 1 is hereby approved; and
- 2. That the letter of credit for erosion control is hereby accepted; and
- 3. That the performance and maintenance bond for underground improvements is hereby accepted; and
- 4. That the Public Utility Easement and Public Water Main Sanitary Sewer and Ingress/Egress Easement are hereby accepted; and
- 5. That the Northwest Weigel Water Connection District 1 connection fee of \$14,738.27 is hereby accepted; and
- That the Rock Creek Trunk Sewer Connection District 3 connection fee of \$20,625.75 is hereby accepted;
- 7. That cost participation for sidewalk oversizing be authorized in an amount estimated to be \$3,696.00 is hereby approved; and
- 8. That the private street name NW Olivia Lane, are hereby approved.

PASSED AND APPROVED this 18th day of March 2024.

ATTEST:	Mark E. Holm, Mayor
Michelle Yuska, City Clerk	

#### **Meeting Minutes**

#### **Plan & Zoning Commission Meeting**

Tuesday, March 5, 2024

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

#### **CALL TO ORDER**

Chair Ted Rapp called the March 5, 2024 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, Lisa West, and Randy Weisheit. Staff present: Eric Jensen, Eric Carstens, Jake Heil, Ryan Kirschman and Brenda Fuglsang.

#### AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the March 5, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 - 0.

#### **CONSENT AGENDA ITEMS**

Item #2. Village at the Grove Plat 1 Final Plat and Village at the Grove Plat 1 Site Plan Motion to recommend City Council approval of Village at the Grove Plat 1 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing along NW Weigel Drive in the amount estimated to be \$3,696.00.

Motion to approve Village at the Grove Plat 1 Site Plan subject to recordation of the final plat, and acceptance of the private street name NW Olivia Lane.

Motion by R.Weisheit to approve the recommendations for Consent Agenda Item #1 - #3. Second by L.West. All voted aye. Motion carried 7 - 0.

# THE VILLAGE AT THE GROVE PLAT 1

FINAL PLAT



AREA ABOVE RESERVED FOR RECORDER'S STAMP.

SURVEYOR'S NAME / RETURN TO:

SNYDER & ASSOCIATES, INC. 2727 SW SNYDER BOULEVARD

SNYDER & ASSOCIATES, INC.

GREENLAND HOMES INC.

EGRIFFIN@SNYDER-ASSOCIATES.COM

THE RESERVE AT THE GROVE PLAT 1

ANKENY, IOWA 50023

SERVICE PROVIDED BY:

INDEX LEGEND

**ERIN GRIFFIN** 

515-964-2020

SURVEY LOCATED:

SEC. 16-80-24 REQUESTED BY:

PLAT DESCRIPTION

OUTLOT "Z", THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

OWNER/APPLICANT

GREENLAND HOMES INC 1201 SW STATE ST., SUITE 105 ANKENY, IA 50023 CONTACT: COREY KAUTZ PHONE: 515-865-2546

ZONING GROVE LANDING P.U.D.

AREA SUMMARY GROSS AREA = 12.36 ACRES (538,285 S.F.)

**BULK REGULATIONS TOWNHOUSE:** 

FRONT YARD SETBACK = 15' MIN. SIDE YARD SETBACK = 5' MIN. ONE SIDE, 10' TOTAL REAR YARD SETBACK = 15' MIN. LOT WIDTH = 20' MIN. LOT AREA = 1,000 SF MIN.

FEMA FIRM DESIGNATION PANEL # 19153C018F EFFECTIVE DATE OF 5/6/22

DATE OF SURVEY JANUARY 12, 2023

NOTES

- 1. 8' SIDEWALKS ARE REQUIRED ON THE WEST SIDE OF NW WEIGEL DRIVE.
- DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION ALONG NW WEIGEL DRIVE.
- 3. NO DRIVEWAY ACCESS IS PERMITTED DIRECTLY OFF OF NW WEIGEL DRIVE.
- 4. NO FENCES OR SHEDS ARE ALLOWED ALONG NW WEIGEL DRIVE IN THE 25' LANDSCAPE BUFFER EASEMENT.
- 5. LANDSCAPE BUFFER REQUIREMENTS ALONG NW WEIGEL DRIVE SHALL BE 3 TREES AND 5 SHRUBS EVERY 50-60 FEET.

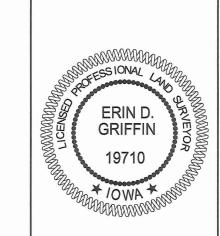
NW 18TH STREET	
NW 17TH STREET  NW 17TH COURT	
NW SAIVANNAH ORIVE	
	NW SEASONS DRIVE
VICINITY MAP  City of Ankeny  bringing it all together	0 200 FEET

LEGEND

Easement Line

**FEATURES** Section Corner 1/2" Rebar, Yellow Plastic Cap #16747 1/2" Rebar, Yellow Plastic Cap #19710 **ROW Rail** Control Point Bench Mark Platted Distance Measured Bearing & Distance Recorded As Deed Distance Calculated Distance Minimum Protection Elevation Centerline \_\_\_\_ Section Line 1/4 Section Line 1/4 1/4 Section Line

RECEIVED MAR 1 2 2024 CITY OF ANKENY



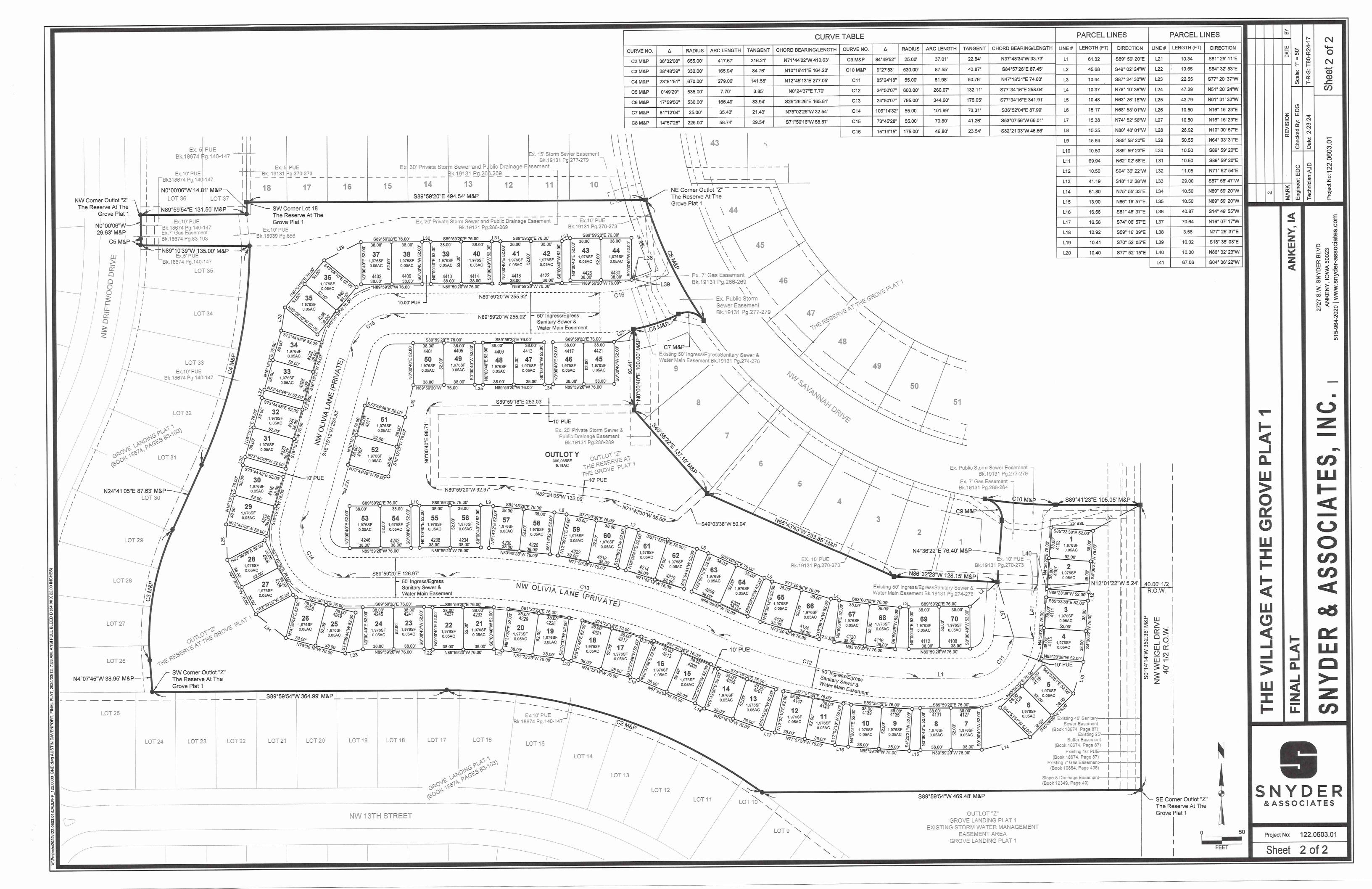
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa. / Erin D. Griffin, PLS

License Number 19710 My License Renewal Date is December 31, 2025 Pages or sheets covered by this seal: Sheets 1 & 2, of 2

& ASSOCIATES

Project No: 122.0603.01

Sheet 1 of 2





Plan and Zoning Commission Staff Report

Meeting Date: March 5, 2024

Agenda Item: Village at the Grove Final Plat and Site Plan

Report Date: February 28, 2024

Prepared by: Jake Heil,

Associate Planner

#### **Staff Recommendation:**

That the Plan and Zoning Commission recommend City Council approval of Village at the Grove Plat 1 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing along NW Weigel Drive in the amount estimated to be \$3,696.00.

That the Plan and Zoning Commission approve Village at the Grove Site Plan subject to recordation of the final plat, and acceptance of the private street name NW Olivia Lane.

#### **Project Summary:**

The Village at the Grove Plat 1 is a proposed 12.36-acre (+/-) plat located west of NW Weigel Drive and south of NW 18th Street. This plat is Outlot Y in the Reserve at the Grove Plat 1. The subject plat creates 70 bi-attached townhome lots, a lot for a future clubhouse and amenities, private street lots, and associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

#### **Project Report:**

The general layout of the project site shows 70 bi-attached townhome lots along a looping private drive. Access to the plat is provided via NW Olivia Lane which provides two entrances, both onto NW Savannah Drive; one to the northern part of the proposed plat, near NW 17th Street and a second access to the east near NW Weigel Drive. The development will be required to have five-foot sidewalks.

Eight-inch water and eight-inch sanitary service will be extended along NW Olivia Lane for the proposed development and will connect to the existing services off of NW Savannah Drive. Stormwater for this plat is handled by a series of open drainage ditches and storm sewer mains, that flow to the northeast part of the plat. Stormwater then flows west via a 24-inch storm sewer main that drains into Outlot X in The Reserve at the Grove Plat 1. Storm water will then convey from these detention ponds to the north and east to Rock Creek, which eventually drains south and west towards the Saylorville Reservoir.

A landscaping plan has been included as part of the site plan. Screening has been provided along all of the site's boundaries and along NW Weigel Drive. This screening is in conformance with the landscaping guidelines laid out in the Grove Landing PUD. Headlight screening adjacent to the open parking stalls has also been included where necessary. All other open space and landscaping requirements have been met. A total of 158 parking stalls are required for a development of this kind. The site proposes 158 parking stalls in total. 140 parking stalls are provided at each unit in the form of garages and driveways, and an additional 18 open parking stalls are provided throughout the site, meeting the minimum parking requirements.

#### CITY OF ANKENY SUBDIVISION DATA

NAME OF PLAT: Village at the Grove Plat 1 NAME OF OWNER/DEVELOPER: Greenland Homes, Inc

GENERAL INFORMATION:

PLAT LOCATION:

West of NW Weigel Drive; south of NW 18th Street.

SIZE OF PLAT:

12.36 acres

**ZONING:** 

Grove Landing PUD

LOTS:

**NUMBER:** 

70 bi-attached townhome lots

SIZE/DENSITY:

5.66 units per acre

**USE:** 

Residential Parcel A:

**BUILDING LINES:** 

Front: 15' Rear: 15'

Side:

5' min. one side, 10' total

#### PARK SITE DEDICATION:

The parkland dedication requirement for Village at the Grove Plat 1 is 1.24 acres, but parkland is not proposed with this plat. The developer dedicated 8.1 acres of parkland with the Grove Landing Plat 2 final plat, which meets all of the park site dedication for the Grove Landing PUD.

ADJACENT LANDS:-

NORTH:

Grove Landing PUD (Reserve at the Grove Plat 1)

SOUTH:

Grove Landing PUD (Plat 1)

EAST:

Grove Landing PUD (Plat 1)

WEST:

R-2: One-Family and Two-Family Residence District with restrictions

#### STREET DEVELOPMENT:

All proposed streets in the development will be private.

#### WASTE WATER:

PROJECTED FLOWS: 70 lots X 300 gallons per lot = 21,000 GPD

TREATMENT PLANT CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Interceptor

#### STORM WATER:

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

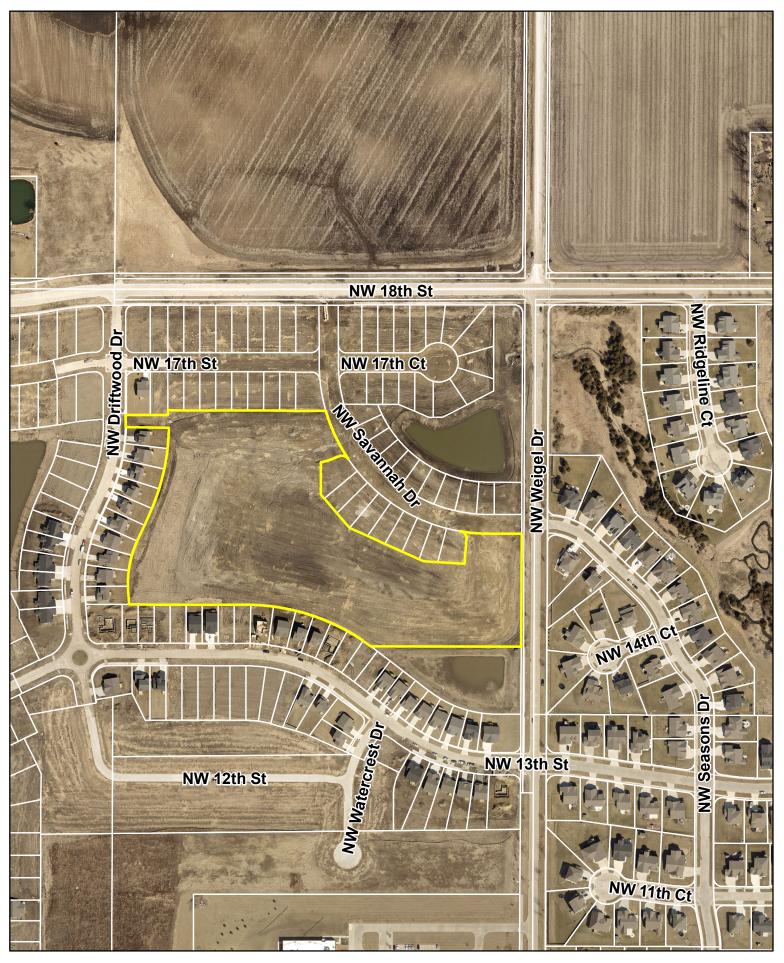
#### WATER SYSTEM:

USAGE: 12.36 acres of developable land X 1,000 gallons/day = 12,360 GPD

SUPPLY CAPACITY: 15 MGD; Current daily avg. 6.5 MGD

FINAL PLAT DRAWING: Staff recommends approval.

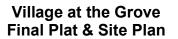
**CONSTRUCTION PLANS:** To be approved by staff.





1 inch = 300 feet

Date: 2/27/2024







March 8, 2024

Planning and Zoning Commission & City Council City of Ankeny 1210 NW Prairie Ridge Dr. Ankeny, Iowa 50023

RE:

THE VILLAGE AT THE GROVE PLAT 1

SITE PLAN, FINAL PLAT AND CONSTRUCTION DRAWING RESUBMITTAL

S&A PROJECT NO. 122.0603.01

Dear Honorable Mayor, City Council Members, & Planning and Zoning Commission:

On behalf of Greenland Homes, please find accompanying the revised Construction Drawings and Final Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the documents. The development is proposed for 70 townhome lots with associated utility and site infrastructure. Upon approval, construction is proposed to begin in the Spring of 2024.

In keeping with City policy, we respectfully request cost participation in the following amounts along NW Weigel Drive:

• \$3,696.00 for upsizing 352 LF at \$10.50 per linear foot to an 8-foot wide trail

Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely, SNYDER AND ASSOCIATES, INC.

Eric D. Cannon, P.E.

Cc: Corey Kautz, Greenland Homes Inc

File

RECEIVED

MAR 08 2024





#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:		
Planning and Building	Ensure Economic Vitality		
ACTION REQUESTED:			
Resolution			
LEGAL:			
SUE	BJECT:		
Consider motion to adopt <b>RESOLUTION</b> approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer in The Village at the Grove Plat 1.			
EXECUTIV	E SUMMARY:		
FISCAL I	MPACT: No		
CITY MANAGER'S I	RECOMMENDATIONS:		
Approve and accept resolution.			
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):		
PUBLIC OUTR	EACH EFFORTS:		

### ACTION REQUESTED:

### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to download
□ Resolution

#### RESOLUTION

# RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN AND SANITARY SEWER IN THE VILLAGE AT THE GROVE PLAT 1

**WHEREAS**, the plans and specifications for the construction of water main and sanitary sewer in The Village at the Grove Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the Plan and Zoning Commission and the City Council have granted approval of the final plat for The Village at the Grove Plat 1.

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

- 1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
- 2. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 18th day of March 2024.

ATTEST:	Mark E. Holm, Mayor
Michelle Yuska, City Clerk	_



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality
ACTION REQUESTED: Resolution	
LEGAL:	

#### SUBJECT:

Consider motion to grant preliminary approval of The Crossings at Deer Creek Plat 13; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

#### **EXECUTIVE SUMMARY:**

The Crossings at Deer Creek Plat 13 is a proposed 19.91-acre (+/-) plat located north of E f<sup>t</sup> Street, and immediately west of NE 38<sup>th</sup> Street. The subject plat creates 60 single-family residential lots, six street lots, and two outlots. All 60 single-family residential lots are platted in accordance with the amended Deer Creek PUD Conceptual Master Plan, approved in 2018; and the Deer Creek South Phase 3 Preliminary Plat, approved in 2020.

#### FISCAL IMPACT: Yes

Cost participation for the extension of 16-inch water main along NE 38th Street in an amount estimated to be \$30,375.

Cost participation for the extension of 15-inch sanitary	y sewer along NE	E 6th Street in an	amount estimated
to be \$6,750.			

#### CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat.

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

The Plan and Zoning Commission recommended that City Council grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat at their meeting on October 3, 2023.

Crossings at Deer Creek Plat 13 Final Plat at their meeting on October 3, 2023.			
	PUBLIC OUTREACH EFFORTS:		
	ACTION REQUESTED:		
	ADDITIONAL INFORMATION:		
	ATTACHMENTS:		
Click to download			
□ Staff Report			
☐ Aerial Map			
□ <u>P&amp;Z Minutes</u>			
Applicant Letter			
☐ Final Plat			



Plan and Zoning Commission Staff Report

Meeting Date: October 3, 2023

Agenda Item:

The Crossings at Deer Creek Plat 13 – Final Plat

EJC

**Report Date:** 

September 26, 2023 Derek Silverthorn

Prepared By:

Associate Planner

#### **Staff Recommendation:**

That the Plan and Zoning Commission recommend that City Council grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

#### **Project Summary:**

The Crossings at Deer Creek Plat 13 is a proposed 19.91-acre (+/-) plat located north of E 1st Street, and immediately west of NE 38th Street. The subject plat creates 60 single-family residential lots, six street lots, and two outlots. All 60 single-family residential lots are platted in accordance with the amended Deer Creek PUD Conceptual Master Plan, approved in 2018; and the Deer Creek South Phase 3 Preliminary Plat, approved in 2020.

#### **Project Report:**

Streets:

The proposed development will provide extensions of existing portions of NE 3<sup>rd</sup> Street, NE 5<sup>th</sup> Street, NE 6<sup>th</sup> Street, NE 7<sup>th</sup> Street/Court, NE Doe Pointe Drive, and NE Crossing Oaks Drive from the north and west. Of these extensions, NE 3<sup>rd</sup> Street and NE 6<sup>th</sup> Street will create intersections with NE 38th Street—both widened with center left-turn lanes onto northbound NE 38th Street. NE 38th Street will also be widened to accommodate northbound center leftturn lanes from NE 38th Street onto westbound NE 3rd Street and NE 6th Street. All proposed streets in the development will be required to have five-foot sidewalk.

A temporary traffic signal will be installed at the intersection of E 1st Street and SE Four Mile Drive due to the Deer Creek PUD reaching the peak hour warrant based on traffic study findings. The construction of traffic signal improvements and associated Development Agreement are tied to Plat 15; however, the traffic signal is warranted with construction of either plat 13 or 15, depending on whichever public improvements are accepted by City Council first. The associated development agreement outlines cost participation responsibilities between the City and developer for traffic signal improvements, including the addition of leftturn lanes on E 1st Street for a 50-foot left-turn lane west of SE Four Mile Drive and a 150foot left-turn lane east of SE Four Mile Drive.

Water:

Eight-inch water main will be extended from adjacent plats to the north, west, and south throughout the subject development, connecting to a 16-inch water main that will be installed along NE 38<sup>th</sup> Street via City cost participation in an amount estimated to be \$30,375.

Sewer:

Eight-inch sanitary sewer will be extended from adjacent plats to the north, west, and south throughout the subject development. The subject plat will extend 15-inch trunk sewer along NE 6<sup>th</sup> Street to the intersection at NE 38<sup>th</sup> Street via City cost participation in an amount estimated to be \$6,750. Wastewater in the development will be conveyed off-site to the west into the Four Mile Interceptor.

Drainage:

Lots 1-6 will drain to the west into a storm sewer constructed with Plat 10 to carry stormwater to an existing pond in Plat 10. The southwest portion of the subject plat will drain to Outlot X—an extension of a detention pond created with Plat 11—while the remaining plat area south of NE 6<sup>th</sup> Street will drain to a detention pond located on Outlot Z. Both detention ponds on Outlots X and Z, as well as the remaining plat area north of NE 6<sup>th</sup> Street will drain off-site to the north into a detention pond located in Plat 12. All stormwater for the Deer Creek PUD will ultimately be conveyed into Deer Creek.

Parkland:

Parkland within the Deer Creek PUD includes a 6.61-acre park located on Outlot W, The Crossings at Deer Creek Plat 12, which was deeded to the City on January 10, 2023. In order to fulfill the remaining parkland dedication requirement as specified in the City's Subdivision Regulations in Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for development, the developer requests that the City accept payment in lieu of parkland for the subject plat, in an amount equal to \$9,720 based on \$12,000 per acre.

#### CITY OF ANKENY SUBDIVISION DATA

NAME OF PLAT: The Crossings at Deer Creek Plat 13

NAME OF OWNER/ DEVELOPER: Deer Creek Estates, LLC

#### **GENERAL INFORMATION:**

PLAT LOCATION: North of E 1st Street, immediately west of NE 38th Street

SIZE OF PLAT: 19.91 acres ZONING: Deer Creek PUD

#### LOTS:

NUMBER: 60 single-family lots; six street lots; two outlots

SIZE/DENSITY: 6.06 units per acre

USE: Residential

BUILDING LINES: Lots 1-33: 60' min. lot width

Front: 30' for garage doors

25' for house 15' for porch

Rear: 30' (decks may extend 12' into)

10' for front-loaded detached garage

Side: 12' total (min. 6' one side)

Lots 34-60: 50' min. lot width

Front: 30' for garage doors

25' for house 15' for porch

Rear: 30' (decks may extend 12' into)

10' for front-loaded detached garage

Side: 10' total (min. 5' one side)

20' for side street

#### ADJACENT LANDS:

NORTH: Undeveloped; Canyon Landing PUD
SOUTH: First Street Commons, Deer Creek PUD
EAST: NE 38<sup>th</sup> Street; Undeveloped (Polk County)
WEST: The Crossings at Deer Creek Plats 10 & 11

#### PARKLAND DEDICATION:

Parkland within the Deer Creek PUD includes a 6.61-acre park located on Outlot W, The Crossings at Deer Creek Plat 12, which was deeded to the City on January 10, 2023. In order to fulfill the remaining parkland dedication requirement as specified in the City's Subdivision Regulations in Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for development, the developer requests that the City accept payment in lieu of parkland for the subject plat, in an amount equal to \$9,720 based on \$12,000 per acre.

#### STREET DEVELOPMENT:

NAME: NE 3<sup>rd</sup> Street

LENGTH: 482'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60' PAVEMENT WIDTH: 27'

NAME: NE 5<sup>th</sup> Street

LENGTH: 171'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60' PAVEMENT WIDTH: 27'

NAME: NE 6<sup>th</sup> Street

LENGTH: 524'

CLASSIFICATION: Minor Collector

R.O.W. (REQ'D./PROV.): 70'/70' PAVEMENT WIDTH: 31'

NAME: NE 7<sup>th</sup> Street

LENGTH: 497'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60' PAVEMENT WIDTH: 27'

NAME: NE 38<sup>th</sup> Street

LENGTH: 1212'

CLASSIFICATION: Minor Arterial

R.O.W. (REQ'D./PROV.): 120'/60' (half right-of-way)

PAVEMENT WIDTH: Varies

NAME: NE Doe Pointe Drive

LENGTH: 407'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60' PAVEMENT WIDTH: 27'

NAME: NE Crossing Oaks Drive

LENGTH: 263'

CLASSIFICATION: Normal Residential

R.O.W. (REQ'D./PROV.): 60'/60' PAVEMENT WIDTH: 27'

#### **WASTE WATER:**

PROJECTED FLOWS: 60 units X 3 persons/unit X 330 GPD/person = 59,400 GPD

WRA CAPACITY: 47 MGD; current daily avg. 18 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Interceptor

#### STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

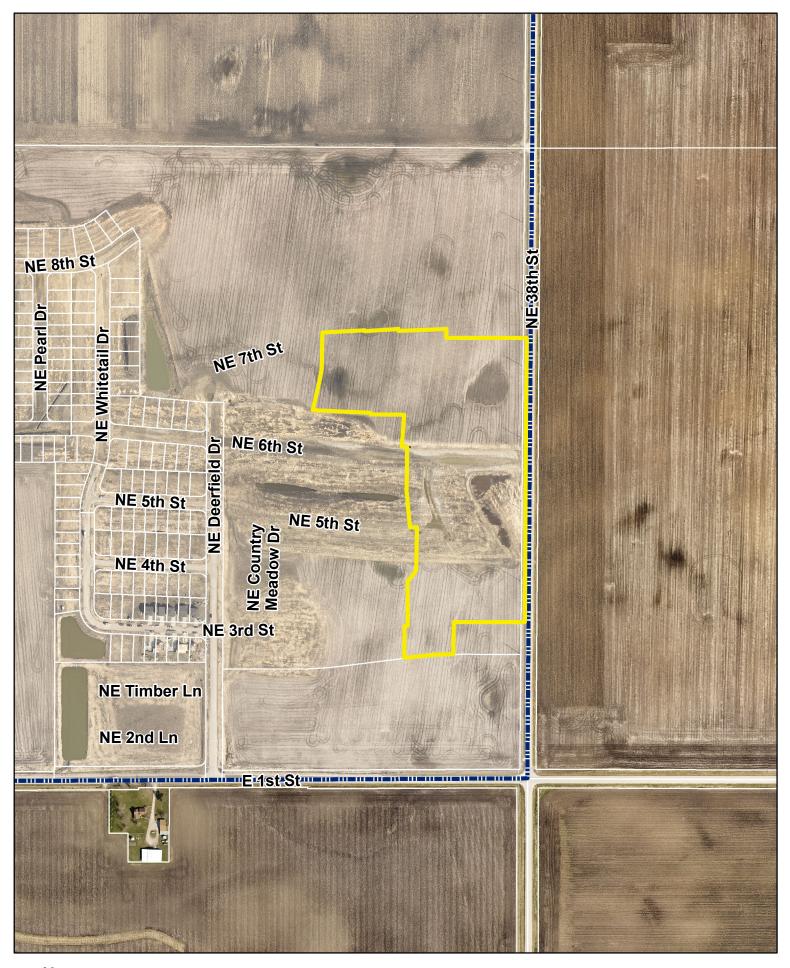
#### WATER SYSTEM:

USAGE: 60 units X 3 persons/unit X 100 GPD/person = 18,000 GPD

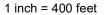
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING: Staff recommends approval.

**CONSTRUCTION PLANS:** To be approved.







## **Meeting Minutes**Plan & Zoning Commission Meeting

Tuesday, October 3, 2023

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

#### **CALL TO ORDER**

Chair Ted Rapp called the October 3, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

#### ROLL CALL

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

#### **AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the October 3, 2023 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 - 0.

#### **CONSENT AGENDA ITEMS**

#### Item #4. The Crossings at Deer Creek Plat 13 Final Plat

Motion to recommend City Council grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

Motion by T.Ripper to approve the recommendations for Consent Agenda Item #1 - #4. Second by R.Weisheit. All voted aye. Motion carried 6– 0.

September 26, 2023

Honorable Mayor, City Council and Plan and Zoning Commission Members c/o Derek Silverthorn
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: The Crossings at Deer Creek Plat 13

Final Plat and Construction Drawing Submittal

Dear Plan and Zoning Commission Members, Council Members, and Honorable Mayor;

On behalf of Deer Creek Ankeny, Inc., we are pleased to submit herewith a final plat and construction drawings for The Crossings at Deer Creek Plat 13 located within the Deer Creek PUD, east of NE Four Mile Drive, north of E 1st Street. The property contains approximately 19.9 acres.

Plat 13 will include development of 60 single family lots, which is consistent with the Deer Creek PUD and Deer Creek South Phase 3 preliminary plat. The project contains several new public streets including the extension of NE 3<sup>rd</sup> Street, NE 5<sup>th</sup> Street, NE Crossing Oaks Drive, NE Doe Pointe Drive, and NE 7<sup>th</sup> Street.

We are requesting that preliminary approval of the final plat be granted by City Council at the next regular City Council meeting. We respectfully request the City's consideration for cost participation, in accordance with City policy, for the extension of 16-inch water main in the amount of \$25/LF (\$30,375 total) and 15-inch sanitary sewer in the amount of \$15/LF (\$6,750 total).

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Emily Harding Emily Harding, Project Manager

cc: Jeff Grubb, Deer Creek Ankeny, Inc.

LOCATION: SEC 17-80-23, PT SE1/4

ANKENY, POLK COUNTY. IOWA

160 ADVENTURELAND DRIVE NW

DEER CREEK ANKENY, INC.

SURVEYOR: LOUIS M. KELEHAN

SURVEYOR COMPANY:

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PH: 515-369-4400

DEER CREEK ESTATES LLC

160 ADVENTURELAND DRIVE NW

CONTACT: JEFF GRUBB

ALTOONA, IOWA 50009 PH: (515) 208-5227

**DEVELOPER** 

CONTACT: JEFF GRUBB

ALTOONA, IOWA 50009

PH: (515) 208-5227

DEER CREEK ANKENY, INC.

160 ADVENTURELAND DRIVE NW

**OWNER** 

## **ZONING AND BULK REGULATIONS**

ZONING DEER CREEK PUD

BULK REGULATIONS LOTS 1-33

MINIMUM LOT WIDTH: 60 FEET

FRONT: 30 FEET FOR GARAGE DOORS 25 FEET FOR HOUSE

SIDE: 12 FEET TOTAL (MIN. 6' ONE SIDE)

15 FEET PORCH REAR: 30 FEET (DECKS MAY EXTEND 12 FEET INTO RYSB) 10 FEET FOR FRONT-LOADED DETACHED GARAGE REAR LOADED GARAGE: MINIMUM 7 FEET OR GREATER THAN 18 FEET

R-2 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED WITHIN THIS PUD

MINIMUM LOT WIDTH: 50 FEET

FRONT: 30 FEET FOR GARAGE DOORS 25 FEET FOR HOUSE

REAR: 30 FEET (DECKS MAY EXTEND 12 FEET INTO RYSB) 10 FEET FOR FRONT-LOADED DETACHED GARAGE REAR LOADED GARAGE: MINIMUM 7 FEET OR GREATER THAN 18 FEET SIDE: 10 FEET TOTAL (MIN. 5' ONE SIDE), 20 FEET FOR SIDE STREET

R-3 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED

## **ENGINEER / SURVEYOR**

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

## DATE OF SURVEY

FIELDWORK: DECEMBER, 2020

## PLAT DESCRIPTION

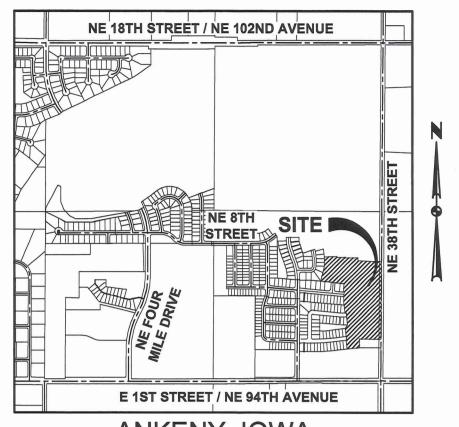
A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE CROSSINGS AT DEER CREEK PLAT 11, AN OFFICIAL PLAT IN SAID CITY OF ANKENYS THENCE NORTH 07'00'00" WEST ALONG THE EASTERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 11, A DISTANCE OF 130.06 FEET: THENCE NORTH 83°00'00" EAST CONTINUING ALONG SAID EASTERLY LINE. 11.24 FEET: THENCE NORTH 07°00'00" WEST CONTINUING ALONG SAID EASTERLY LINE, 185.00 FEET; THENCE NORTH 31°18'46" EAST CONTINUING ALONG SAID EASTERLY LINE, 64.47 FEET; THENCE NORTH 05°09'38" WEST CONTINUING ALONG SAID EASTERLY LINE, 185.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID EASTERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 320.00 FEET, WHOSE ARC LENGTH IS 21.41 FEET AND WHOSE CHORD BEARS SOUTH 86'45'22" WEST. 21.41 FEET: THENCE NORTH 07'35'26" WEST CONTINUING ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF THE CROSSINGS AT DEER CREEK PLAT 10, AN OFFICIAL PLAT IN SAID CITY OF ANKENY, 159.00 FEET; THENCE NORTH 01°24'41" EAST CONTINUING ALONG SAID EASTERLY LINE OF THE CROSSINGS AT DEER CREEK PLAT 10, A DISTANCE OF 103.09 FEET; THENCE NORTH 05°06'23" EAST CONTINUING ALONG SAID EASTERLY LINE, 70.00 FEET; THENCE NORTH 84°53'37" WEST CONTINUING ALONG SAID EASTERLY LINE, 14.74 FEET: THENCE NORTH 05°06'23" EAST CONTINUING ALONG SAID EASTERLY LINE, 130.00 FEET; THENCE NORTH 84'53'37" WEST CONTINUING ALONG SAID EASTERLY LINE, 143.00 FEET; THENCE NORTH 05°06'23" EAST CONTINUING ALONG SAID EASTERLY LINE, 6.57 FEET: THENCE NORTH 84°53'37" WEST CONTINUING ALONG SAID EASTERLY LINE. 225.59 FEET: THENCE NORTH 13'32'30" EAST CONTINUING ALONG SAID EASTERLY LINE, 242.61 FEET; THENCE NORTH 0017'29" EAST CONTINUING ALONG SAID EASTERLY LINE, 120.00 FEET; THENCE NORTH 0219'31" WEST CONTINUING ALONG SAID EASTERLY LINE, 25.18 FEET; THENCE NORTH 87°41'30" EAST, 199.73 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 630.00 FEET, WHOSE ARC LENGTH IS 14.73 FEET AND WHOSE CHORD BEARS SOUTH 01°38'19" EAST. 14.73 FEET: THENCE NORTH 89°01'52" EAST, 134.69 FEET: THENCE SOUTH 02°45'58" EAST, 8.47 FEET: THENCE NORTH 89°39'55" EAST, 195.00 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 960.00 FEET, WHOSE ARC LENGTH IS 49.79 FEET AND WHOSE CHORD BEARS SOUTH 01°09'04" WEST, 49.79 FEET; THENCE SOUTH 87'21'47" EAST, 308.39 FEET; THENCE NORTH 89°44'42" EAST, 60.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°21'27" WEST ALONG SAID EAST LINE, 1212.13 FEET TO THE NORTHEAST CORNER OF PARCEL '2021-34' AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 18471, PAGE 815 BEING A PART OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°38'33" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL '2021-34', A DISTANCE OF 262.21 FEET: THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 76.69 FEET AND WHOSE CHORD BEARS SOUTH 89°14'32" WEST, 76.68 FEET TO THE NORTHWEST CORNER OF SAID PARCEL '2021-34'; THENCE SOUTH 01°52'22" EAST ALONG THE WESTERLY LINE OF SAID PARCEL '2021-34', A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '2021-34', SAID POINT BEING ON THE NORTHERLY LINE OF PARCEL '2019-184' AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 17498, PAGE 244 BEING A PART OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87°21'40" WEST ALONG SAID NORTHERLY LINE, 49.20 FEET; THENCE SOUTH 85°49'45" WEST CONTINUING ALONG SAID NORTHERLY LINE, 49.20 FEET; THENCE SOUTH 84°17'50" WEST CONTINUING ALONG SAID NORTHERLY LINE, 49.20 FEET; THENCE SOUTH 83°01'04" WEST CONTINUING ALONG SAID NORTHERLY

## NOTES

- 1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS
- 2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- 3. OUTLOTS 'X' AND 'Z' WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION AND WILL BE RESERVED FOR THE STORM WATER MANAGEMENT FACILITY EASEMENT. 4. THE DEVELOPER WILL BE RESPONSIBLE FOR STREET LIGHT INSTALLATION WITHIN THE PLAT BOUNDARY.
- 5. INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION. WIDTH AND ELEVATION OF SIDEWALKS. 6. THE DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING A TEMPORARY TRAFFIC SIGNAL AND ALL RELATED APPURTENANCES AT
- THE INTERSECTION OF SE FOUR MILE DRIVE & E. 1ST STREET. THE DEVELOPER'S FINANCIAL PORTION OF RESPONSIBILITY FOR THE TEMPORARY TRAFFIC SIGNAL WILL BE RESOLVED THROUGH A DEVELOPMENT AGREEMENT.
- 7. STREET LOTS 'A', 'B', 'C', 'D', 'E' AND 'F' TO BE DEDICATED TO THE CITY OF ANKENY & SHALL BE USED AS PUBLIC STREET RIGHT OF WAY.
- 8. FENCES ON LOTS ADJACENT TO NE 38TH STREET SHALL BE SETBACK 20' FROM THE NE 38TH STREET RIGHT-OF-WAY. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE 38TH STREET RIGHT-OF-WAY WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE NE 38TH STREET RIGHT-OF-WAY. 9. NO LOTS SHALL HAVE DIRECT ACCESS TO NE 38TH STREET.
- 11. THE DRIVEWAY FOR LOT 57 SHALL BE PLACED TO AVOID THE STORM SEWER MANHOLE.
- 12. SIDE YARD (EGRESS) WINDOWS ALONG THE SWALE BETWEEN LOTS 53/54 AND LOTS 40/41 ARE NOT ALLOWED.

**VICINITY MAP** 



THE CROSSINGS AT DEER CREEK PLAT 13

FINAL PLAT

ANKENY, IOWA

FOUND SET

\_\_\_\_\_

## LEGEND SECTION CORNER AS NOTED

BUILDING SETBACK LINE

PLAT BOUNDARY

1/2" REBAR, YELLOW CAP#18660 (UNLESS OTHERWISE NOTED) MEASURED BEARING & DISTANCE RECORDED BEARING & DISTANCE DEEDED BEARING & DISTANCE PUBLIC UTILITY EASEMENT P.U.E. CURVE ARC LENGTH AL LOT ADDRESS (1234)CENTERLINE SECTION LINE EASEMENT LINE

## **CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	2°13'49"	1970.00'	76.69	S89°14'32"W	76.68'	C41	8°29'46"	380.00'	56.35	S17°38'00"E	56.30'
C2	2°58'18"	960.00'	49.79	S01°09'04"W	49.79'	C42	88°08'37"	25.00'	38.46	S22°11'25"W	34.78
C3	7°21'27"	2000.00'	256.82	N86°40'43"E	256.65	C43	18'34'39"	320.00'	103.76	S75°33'03"W	103.30'
C4	32°21'27"	350.00'	197.66'	S15°49'17"E	195.04	C44	7°04'41"	380.00'	46.94	N81°18'02"E	46.91'
C5	2°04'03"	350.00'	12.63	S30°57'59"E	12.63'	C45	12°51'23"	380.00'	85.27	N71°20'00"E	85.09'
C6	35°02'21"	350.00'	214.04'	S12°24'47"E	210.72'	C46	83°05'42"	25.00'	36.26'	S73°32'51"E	33.16'
C7	24°46'19"	350.00'	151.32'	N72°27'13"E	150.15	C47	4°37'03"	320.00'	25.79	S29°41'29"E	25.78'
C8	0°11'00"	1495.00'	4.78'	S84°59'07"E	4.78'	C48	5°09'49"	320.00'	28.84	N24°48'03"W	28.83'
C9	4°55'24"	1495.00'	128.46	S87°32'18"E	128.42'	C49	14°21'41"	320.00'	80.21	S20°12'07"E	80.00'
C10	1°20'22"	630.00'	14.73	S01°38'19"E	14.73'	C50	90°44'29"	25.00'	39.59	S44°29'20"W	35.58'
C11	5°26'28"	930.00'	88.32	S02°23'09"W	88.29'	C51	3"18'29"	2030.00'	117.20'	S88°12'20"W	117.19'
C12	3°08'55"	350.00	19.23	S86°28'04"E	19.23'	C52	1°23'39"	2030.00'	49.39'	S85°51'16"W	49.39'
C13	7°24'54"	600.00'	77.65	S01°23'57"W	77.59'	C53	1°23'39"	2030.00'	49.39'	S84°27'37"W	49.39'
C14	7°24'54"	570.00'	73.77	S01°23'57"W	73.71'	C54	0°45'48"	2030.00	27.04	S83°22'54"W	27.04
C15	5°41'17"	630.00	62.54	N01°52'31"E	62.52	C55	0°31'52"	1970.00'	18.26	N83°15'56"E	18.26
C16	0°23'14"	630.00'	4.26'	N04°54'46"E	4.26'	C56	1°31'55"	1970.00'	52.68	N84°17'50"E	52.67
C17	90°00'00"	25.00'	39.27	N39°53'37"W	35.36'	C57	1°31'55"	1970.00'	52.68	N85°49'45"E	52.67
C18	90'00'00"	25.00'	39.27	S50°06'23"W	35.36'	C58	1°31'55"	1970.00'	52.68	N87°21'40"E	52.67
C19	0°34'42"	900.00'	9.08'	S04°49'03"W	9.08'	C59	90°00'00"	25.00'	39.27	S45°21'27"W	35.36
C20	4°51'47"	900.00'	76.39	S02°05'48"W	76.36'	C60	89°05'11"	25.00	38.87	N45°05'58"W	35.07
C21	2°28'10"	960.00'	41.38	N03°52'18"E	41.37'	C61	6°22′10"	380.00'	42.24'	N03°44'27"W	42.22
C22	103°06'23"	25.00'	44.99'	N46°26'48"W	39.16'	C62	7°04'41"	380.00'	46.94	N10°27'53"W	46.91'
C23	48°03'17"	33.50'	28.10'	S57°58'22"W	27.28'	C63	7°04'41"	380.00'	46.94	N17°32'34"W	46.91'
C24	30°11'54"	61.50'	32.41'	S49°02'40"W	32.04'	C64	7°04'41"	380.00'	46.94	N24°37'15"W	46.91
C25	48°17'44"	61.50'	51.84'	S88°17'29"W	50.32'	C65	3°50'25"	380.00'	25.47	N30°04'48"W	25.46
C26	43°28'48"	61.50°	46.67	N45°49'15"W	45.56'	C66	12°29'56"	320.00'	69.81	N25°45'02"W	69.67
C27	45°17'13"	61.50'	48.61'	N01°26'15"W	47.35'	C67	12°12'49"	320.00'	68.21	N13°23'39"W	68.09
C28	41°23'19"	61.50'	44.43°	N41°54'01"E	43.47'	C68	10°36'00"	320.00	59.20'	N01°59'15"W	59.12
C29	52°29'31"	61.50'	56.34	N88°50'26"E	54.39'	C69	89°35'07"	25.00'	39.09'	N48°06'19"E	35.23
C30	14*58'05"	61.50'	16.07	S57°25'46"E	16.02'	C70	2°53'52"	1530.00'	77.38	S88°33'04"E	77.37'
C31	48°03'17"	33.50'	28.10'	S73°58'22"E	27.28'	C71	90°21′27"	30.00'	47.31	S44°49'17"E	42.56
C32	7°07'40"	380.00'	47.27	N85°33'50"E	47.24'	C72	2°12'32"	1530.00'	58.98'	S85°59'52"E	58.98'
C33	5*58'43"	380.00'	39.65	S87°52'58"E	39.63'	C73	0°29'53"	2030.00'	17.64	N89°53'29"W	17.64'
C34	90°00'00"	25.00'	39.27	N50°06'23"E	35.36'	C74	0°33'12"	1460.00'	14.10'	N85°10'12"W	14.10'
C35	89°38'33"	25.00'	39.11'	S45°10'43"W	35.24'	C75	9°57'28"	350.00	60.83	N86°58'44"E	60.75
C36	1°53'06"	1460.00'	48.04	N89°03'27"W	48.03'	C76	12°08'22"	320.00	67.80°	S06°57'05"E	67.67
C37	2°40'05"	1460.00'	67.99'	N86°46'51"W	67.98'	C77	3°50'00"	320.00'	21.41'	S86°45'22"W	21.41
C38	88°31'48"	25.00'	38.63	S40°37'43"E	34.90'						
C39	8°29'46"	380.00'	56.35	S00°36'42"E	56.30'						

HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFO MED PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1-2

 $(\Box / \triangle$ 

Plan & Zoning Commissio

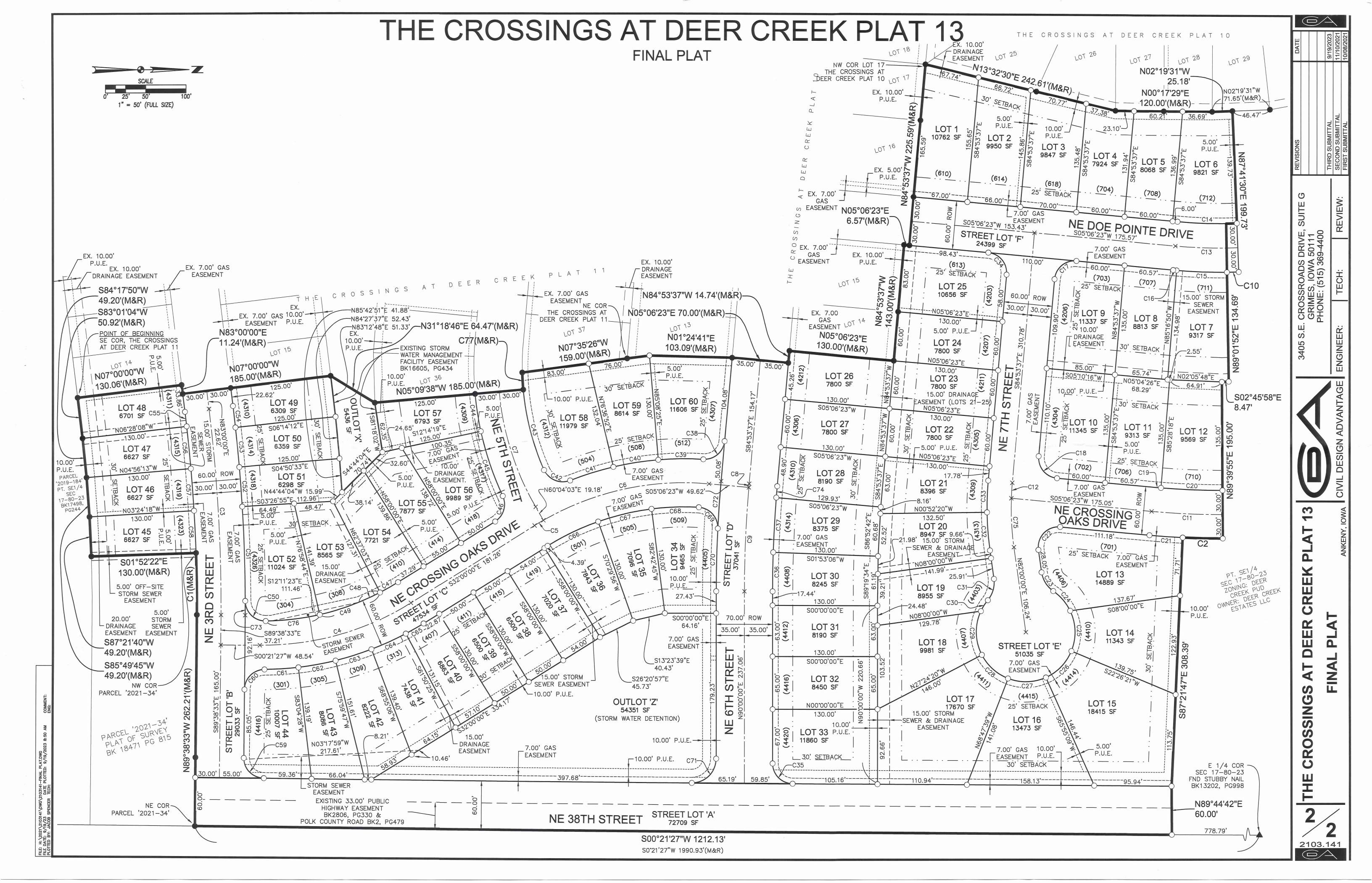
TY OF ANKENY

RECEIVED

10. DRIVEWAY LOCATIONS FOR LOTS 2, 21, 29 & 37 NEED TO AVOID THE SIDEWALK RAMPS.

LINE, 50.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.91 ACRES (867,395 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.





#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	
CLIT	ALECT.

#### SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, subgrade, storm sewer, and sanitary sewer for the U-Haul Public Improvements to S Ankeny Blvd & SE Magazine Rd project.

#### **EXECUTIVE SUMMARY:**

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of paving, subgrade, storm sewer, and sanitary sewer improvements for the U-Haul Public Improvements to S Ankeny Blvd & SE Magazine Rd project.

#### FISCAL IMPACT: No

#### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of public paving, subgrade, storm sewer, and sanitary sewer improvements for the U-Haul Public Improvements to S Ankeny Blvd &

Contract & Bonds

## RESOLUTION

# RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING, SUBGRADE, AND UTILITIES FOR U-HAUL PUBLIC IMPROVEMENTS TO SE MAGAZINE RD & SOUTH ANKENY BLVD

**WHEREAS**, the plans and specifications for the construction of paving, subgrade, storm sewer, and sanitary sewer for the U-Haul Public Improvements to SE Magazine Rd & South Ankeny Blvd project have been submitted to and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

- 1. That the plans and specifications, contract, performance, and maintenance bonds are hereby approved; and,
- 2. That permission is hereby granted to the developer to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 18th day of March, 2024.

	Mark E. Holm, Mayor
EST:	
201:	

## PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the <u>25<sup>th</sup></u> day of October, 2023, by and between <u>Bauer Design Build LLC</u> hereinafter called the "contractor", and <u>Amerco Real Estate / U-Haul Company of Western Iowa</u> hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

## ARTICLE I: SCOPE OF WORK

	contractor shall furnish all nstruct the following desc			nd shall perform all	the work necessary
	Traffic Signal	X	Sanitary Sewers	**************************************	Water Lines
X	Storm Sewers	X	Paving		Subgrade Prep.
	nown in construction plans uth Ankeny Blvd), and	s titled (Proj	ect Name) <u>U-Haul Puk</u>	olic Improvements	(SE Magazine Road
bear	ng an "Approved For Con	struction Da	ite" of <u>08/04/2023 &amp; 01</u>	<u>/19/2024.</u>	
The	estimated quantity of work  X as shown on the	e approved	plans		

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

## ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than <u>February 1<sup>st</sup>, 2024.</u> and shall fully complete the work not later than <u>June 1<sup>st</sup>, 2024</u>.

## ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 960,529.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

## ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

## **ARTICLE V: INSPECTION**

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

## ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

## ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

Contractor

by Zac Syverson - Project Manager

email: zac.s@bauerdb.com

(Required for return of signed document)

Subdivider

by Randy Dickson - Owners Representative

email: <u>randy\_dickson@uhaul.com</u> (Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

City Engineer

## PERFORMANCE BOND

KNOW A	ALL PERSONS BY THESE PRESENTS:	
That	Bauer Design Build, LLC	as principal
	eat Midwest Insurance Company firmly bound unto the <u>City of Ankeny</u>	as surety are
in the <sub>l</sub>	Amerco Real Estate   U-Haul Company of Western Iowa  penal sum of Nine Hundred Sixty Thousand Five Hundred Twenty-N  Dollars (\$960,529.00),	as owner(s) ine and Zero
	ayment of which, well and truly to be made, the principal and surety bind themse their heirs, executors, administrators, successors and assigns, jointly and seve esents.	
Signed,	sealed and dated this <u>28th,</u> day of <u>November</u>	, 20 <u>23</u>
	AS, the principal has entered into a certain written contract, dated the <u>25<sup>th</sup></u> day of owner(s) for:	October, 20 <u>23</u> ,
	U-Haul Public Improvements (SE Magazine Road & South Ankeny Blvd), Ankeny, IA	
bounded arising b and all d finally es and/or m void, oth	HEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That I principal shall indemnify the owner(s) from and against any and all loss or down y reason of the failure of the principal to perform faithfully said contract, as well irect loss which the owner(s) may sustain by reason of any mechanic's lien or liestablished against said improvements and the ground upon which constructed, naterials furnished in and about the performance of said contract, then this oblicerwise of full force and effect.	amage directly as against any ens that may be for work done
	d is executed and accepted upon the following express conditions precedent:	
1.	It is understood by the principal and surety that this bond is being furnished to the in order to ensure the completion of the improvements stated hereinbefore; understood that any defenses that the principal and surety may assert against	it is therefore y action which to complete the
2.	That if the principal shall abandon said contract or be lawfully compelled by reast to cease operations there under, the surety shall have the right at its option to contract or to sublet the completion thereof.	son of a default complete said

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Bauer Design Build, LLC
by low frincipal
Great Midwest Insurance Company surety (SEAL) by
City of Ankeny
Amerco Real Estate / U-Haul Company of Western Iowa owner by

## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota	
COUNTY OF Hennepin	
On this 29M day of MWM/but, in the appeared TMD CMMSTOPHERSON	year <u>WS</u> , before me personally ,
	, known to me to be
the person whose name is subscribed to the instrument, and a	
In WITNESS WHEREOF, I have hereunto set my h	ands and affixed my official seal, the day and year in
this certificate first above written.	
PAIGE ARTMANN NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 2026	My Commission Expires: 131 W2U
ACKNOWLEDGEMI	ENT OF SURETY
COUNTY OF Hennepin	
On this 28th day of November, in the Joshua R. Loftis	
	, Attorney-in-Fact of
Great Midwest Insurance Company I am personally acquainted, and who, being by me duly sworn	-
	, the company described in and
which executed the within instrument; that he/she know(s) the	
affixed to the within instrument is such corporate seal and that	
said Company, and that he/she signed said instrument as Atto	
In WITNESS WHEREOF, I have hereunto set my have	ands and affixed my official seal, the day and year in
this certificate first above written.	
SANDRA M. ENGSTRUM NOTARY PUBLIC	Sandra M. Engstrum, Notary Public

## **POWER OF ATTORNEY**

## **Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Melinda C. Blodgett, R.C. Bowman, Sarah Dragt, Sandra M. Engstrum, R.W. Frank, Ted Jorgensen, Joshua R. Loftis, Michelle Morrison, Brian J. Oestreich, Rachel Thomas, Lin Ulven, Nathan Weaver, Colby D. White, Emily White, Tina Domask, Ross S. Squires, Graydon Dotson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

CORPORATE SEAL AS CORPORATOR

**GREAT MIDWEST INSURANCE COMPANY** 

Mark W. Haushill
President

#### **ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Christina Bishop Notary Public

## CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of November . 20 23



Leslie K. Shaunty

Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

## CONTRACTOR'S MAINTENANCE BOND

Bond No. 8050788

## KNOW ALL PERSONS BY THESE PRESENTS:

That Bauer Design Build LLC of 14030 21st Ave North Plymouth, MN 55447 as principal and Amerisure

Mutual Insurance Company of Farmington Hills, MI as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of FOUR (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Nine Hundred Sixty Thousand Five Hundred Twenty-Nine and Zero Cents DOLLARS (\$960,529.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the <u>25<sup>th</sup></u> day of <u>October</u>, 20<u>23</u>, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of: <u>Public Improvements to SE Magazine Road & South Ankeny Blvd. Both Roads being</u> widened to allow for turn lanes to be created into the property.

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

- 1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
- 2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this \_\_\_\_\_\_ day of \_\_\_\_\_ february \_\_\_\_\_, 2024

Bauer Design Build, LLC

Principal

Michael A Bayer

by \_\_\_\_\_\_

Amerisure Mutual Insurance Company

Surety

(SEAL)

bv

Joshua R. Loftis, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

City Engineer

## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota	
COUNTY OF Hennepin	
On this day of, i appeared	
	of, known to me to be
the person whose name is subscribed to the instrument, a	
In WITNESS WHEREOF, I have hereunto set	my hands and affixed my official seal, the day and year in
this certificate first above written.	,
	CM I hand a
Emily Norman Notary Public, State of Minnesota My Commission Expires 01/31/2029	My Commission Expires: 1/3//29
ACKNOWLEDG	EMENT OF SURETY
STATE OF Wisconsin	
COUNTY OF Polk	
On this 28th day of February	in the year, before me personally come(s)
	, Attorney-in-Fact of
Amerisure Mutual Insurance Company	, with whom
I am personally acquainted, and who, being by me duly	sworn, says that he/she is the Attorney-in-Fact of
Amerisure Mutual Insurance Company	the company described in and
which executed the within instrument; that he/she know	(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal at	nd that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as	s Attorney-in-Fact of the said Company by like order.
In WITNESS WHEREOF, I have hereunto set	my hands and affixed my official seal, the day and year in
this certificate first above written.	
	Rachel Thomas , Notary Public
RACHEL THOMAS Notary Public, State of Wisconsin	My Commission Expires: 06/21/2025



## AMERISURE MUTUAL INSURANCE COMPANY AMERISURE INSURANCE COMPANY AMERISURE PARTNERS INSURANCE COMPANY

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

NICOLE STILLINGS, EMILY WHITE, LIN ULVEN, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH,

COLBY D. WHITE, TED JORGENSEN, RACHEL THOMAS, JOSHUA R. LOFTIS, R.C. BOWMAN,

MELINDA BLODGETT, SARAH DRAGT, NATHAN WEAVER, TINA L. DOMASK, ROSS SQUIRES and MICHELLE MORRISON

of its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or 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 MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary 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 Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attornev-in-fact pursuant to this resolution shall be valid and binding upon the Company."





By:

Michael A. Ito, Senior Vice President Surety Som Men

Bv:

Aaron Green, Vice President Surety

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of December , 20 23

> Amerisure Mutual Insurance Company **Amerisure Insurance Company** Amerisure Partners Insurance Company

State of Illinois

On this 15th day of December, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, 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.

> OFFICIAL SEAL M KENNY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/04/2025

M.Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February 20 24

Mi m. Gara

Christopher M. Spaude, Chief Financial Officer & Treasurer



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2024

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

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

PRODUCER	CONTACT NAME: Diane O'Leary	
CSDZ, LLC 225 South Sixth Street, Suite 1900	PHONE (A/C, No, Ext): 612-349-2495 FAX (A/C, No):	
Minneapolis MN 55402	E-MAIL ADDRESS: doleary@csdz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Cincinnati Casualty Company	28665
INSURED BAUDESF	INSURER B : Cincinnati Insurance Company	10677
Bauer Design Build LLC 14030 21st Ave N	INSURER C:	
Plymouth, MN 55447	INSURER D:	
	INSURER E :	
	INSURER F:	

## COVERAGES CERTIFICATE NUMBER: 933787862 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		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
В	Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	ENP0536565	5/12/2023	5/12/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	Х	Cont Liab Per						MED EXP (Any one person)	\$ 10,000
	Х	Policy Forms/XCU						PERSONAL & ADV INJURY	\$1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY	Υ	Y	ENP0536565	5/12/2023	5/12/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	Х	Comp: \$1,000 X Coll: \$1,000						Hired Car Phys Damage	\$\$35,000
В	Х	UMBRELLA LIAB X OCCUR	Υ	Υ	ENP0536565	5/12/2023	5/12/2024	EACH OCCURRENCE	\$ 12,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$12,000,000
		DED X RETENTION \$ 10,000							\$
Α		KERS COMPENSATION EMPLOYERS' LIABILITY		Υ	EWC0536566	5/12/2023	5/12/2024	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: SE Magazine Road Public Improvements and South Ankeny Blvd Public Improvements

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: U-Haul Moving and Storage of Ankeny and the City of Ankeny and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Same as shown for Additional Insureds.

CERTIFICATE HOLDER
--------------------

CANCELLATION

U-Haul Moving and Storage of Ankeny 1503 South Ankeny Blvd/221 SE Magazine Road 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.



## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

## SUBJECT:

Consider motion to adopt **RESOLUTION** approving a Mitigation Credit Purchase Agreement with Central Indiana Mitigation Providers, LLC in the amount of \$76,950.00 for stream credits related to the mitigation of Tributary 'A" to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th street project.

## **EXECUTIVE SUMMARY:**

The existing single cell reinforced concrete box (RCB) culvert for Tributary 'A' to Four Mile Creek under NE Delaware Avenue is being replaced with a larger and longer triple cell RCB as a part of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet north of NE 18th Street project in 2024. Along with the installation of the larger and longer RCB, a portion of Tributary 'A' is being realigned to alleviate erosion and scour both upstream and downstream of the existing RCB culvert. Due to Tributary 'A' being a part of the Waters of the United States, the United States Army Corps of Engineers (Corps) requires the disturbed wetlands to be mitigated. Mitigation is handled through the purchasing of stream credits through a Mitigation Bank. The disturbed wetlands area equals 810 stream credits at a price of \$76,950.00.

The purchase of the mitigation credits is a part of the NE Delaware Avenue Reconstruction - NE 5th Street
to 700 feet north of NE 18th Street project that is included with the City's current Capital Improvement
Program.

## CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Adopt Resolution approving the purchase of stream credits from Central Iowa Mitigation Providers in the amount of \$76,950.00 for the required mitigation of Tributary 'A' for Four Mile Creek under NE Delaware Avenue related to the construction of the new RCB culvert and realignment of the stream in conjunction with the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

PREVIOUS COUNCIL/COMMISSION/BOARD	ACTION(S):
TREVIOUS CONTENTS TO THE	71011(b).
PUBLIC OUTREACH EFFORTS:	
ACTION DEOLIECTED.	
ACTION REQUESTED:	
ADDITIONAL INFORMATION:	
ATTACHMENTS:	
Click to download	
□ Resolution	
□ Purchase Agreement	

## **RESOLUTION NO. 2024-XXX**

A RESOLUTION APPROVING A MITIGATION CREDIT PURCHASE AGREEMENT WITH CENTRAL INDIANA MITIGATION PROVIDERS, LLC IN THE AMOUNT OF \$76,950.00 FOR STREAM CREDITS RELATED TO THE MITIGATION OF TRIBUTARY 'A' TO FOUR MILE CREEK UNDER NE DELAWARE AVENUE IN CONJUNCTION WITH THE NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET PROJECT

**WHEREAS**, the City of Ankeny desires replace a single cell reinforced concrete box (RCB) culvert with a larger and longer triple cell RCB for Tributary 'A' to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction – NE 5<sup>th</sup> Street to NE 18<sup>th</sup> Street project, and;

**WHEREAS,** a portion of Tributary 'A' will need to be realigned to alleviate erosion and scour both upstream and downstream of the existing RCB culvert resulting in the disturbance of existing wetlands, and;

**WHEREAS,** the United States Army Corps of Engineers (Corps) requires the disturbed wetlands within Tributary 'A' to be mitigated through the purchase of 810 stream credits through a Mitigation Bank, and;

**WHEREAS**, the City of Ankeny's consultant obtained the following quotations from Mitigation Banks:

Central Indiana Mitigation Providers (Bunker Stream Mitigation Bank) \$76,950.00 Des Moines Mitigation Bank \$89,100.00

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mitigation Credit Purchase Agreement with Central Indiana Mitigation Providers, LLC in the amount of \$76,950.00 for stream credits related to the mitigation of Tributary 'A' to Four Mile Creek under NE Delaware Avenue in conjuction with the NE Delaware Avenue Reconstruction – NE 5<sup>th</sup> Street to 700 feet North of NE 18<sup>th</sup> Street project be approved, the Mayor be authorized to sign the Contract, and staff is directed to take all action necessary to carry out the terms of the Agreement including payment for the stream credits.

**DATED** this 18<sup>th</sup> day of March, 2024.

ATTEST:	

## MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (the "<u>Agreement</u>") is made as of this 18<sup>th</sup> day of March, 2024 ("<u>Effective Date</u>"), by and between Central Indiana Mitigation Providers, LLC, as seller ("<u>Seller</u>"), and <u>City of Ankeny</u>, as purchaser ("<u>Purchaser</u>").

## **RECITALS**

- A. Seller is the sponsor and owner of that certain mitigation bank identified as Bunker Stream Mitigation Bank, USACE Action No.: <a href="MVR-2022-1342">MVR-2022-1342</a> (the "Mitigation Bank"). The establishment, use, operation, and maintenance of the Mitigation Bank are subject to the requirements of that certain Bunker Stream Mitigation Bank Banking Instrument ("MBI") approved by the Interagency Review Team (as defined in the MBI) on <a href="September 15, 2023">September 15, 2023</a>.
- B. Pursuant to the requirements of the Clean Water Act, regulations promulgated thereunder, and as a condition to the issuance of permit number <u>CEMVR-RD-2022-0804-1</u> by the United States Army Corps of Engineers ("<u>USACE</u>"), Purchaser must mitigate for impacts to <u>Stream</u> on certain property commonly known as <u>NE Delaware Avenue Reconstruction NE 5th Street to 700 feet north of NE 18th Street located in <u>Polk County, Iowa</u> (the "<u>Development Impacts</u>").</u>
- C. Seller desires to sell, and Purchaser desires to buy, <u>810</u> of <u>Stream</u> bank credits ("<u>Purchased Credits</u>") generated from the Mitigation Bank for Purchaser to mitigate for the Development Impacts, as more particularly set forth below.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree to the following terms and conditions:

- 1. <u>Term and Termination</u>. The term of this Agreement shall commence upon the Effective Date and shall expire upon the earlier of <u>Forty-Five (45)</u> days from the Effective Date or upon Closing on the purchase and sale of the Purchased Credits ("<u>Closing</u>").
- 2. <u>Sale of Credits.</u> Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Purchased Credits, solely to mitigate for the Development Impacts.
- 3. <u>Purchase Price</u>. The aggregate purchase price for the Purchased Credits shall be **Seventy-Six Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$76,950.00)** (the "<u>Purchase Price</u>"), determined as follows:
  - (a) Purchaser shall pay **Ninety-Five Dollars and 00/100 Cents (\$95.00)** per credit for **Stream** credits for a total of **Seventy-Six Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$76,950.00)**.
- 4. **Payment of Purchase Price**. The Purchase Price shall be paid by Purchaser to Seller in the following manner:

- (a) <u>Full Payment of Purchase Price</u>. Within thirty (30) days of the Purchaser's execution and delivery to Seller of this Agreement, Purchaser shall deliver to Seller by wire transfer, the amount of **Seventy-Six Thousand Nine Hundred Fifty Dollars and 00/100 Cents** (\$76,950.00) in full satisfaction of the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, if the Closing has not occurred within thirty (45) days after the Effective Date, Seller, in its sole discretion, may terminate this Agreement at any time without any rights, obligations or liability to Purchaser whatsoever.
- 5. <u>Buyer's Deliveries.</u> At Closing, Buyer shall deliver to Seller the balance of the Purchase Price as provided in Section 3 above.
- 6. <u>Seller's Deliveries</u>. Upon receipt of the full Purchase Price and within thirty (30) days after Closing, Seller shall deliver to Purchaser a Bill of Sale evidencing the sale of the Purchased Credits to Purchaser.
- 7. Closing Costs. Seller shall pay the cost of preparing all documentation, any taxes and costs customarily paid by sellers of credits from the Mitigation Bank, and Seller's attorney's fees. Purchaser shall pay the cost of Purchaser's attorney's fees, any taxes, and any other costs customarily paid by purchasers of credits from the Mitigation Bank, if any.
- 8. <u>Limitations on Purchaser's Rights</u>. Seller's sale and conveyance of the Purchased Credits to Purchaser shall not constitute the conveyance or transfer of any right, interest or ownership in real property, nor shall such sale and conveyance impose upon Purchaser any right, obligation, duty or liability arising from or incident to any right, interest or ownership in real property.

## 9. **Default.**

- hereunder, or fails to otherwise perform any of its other material obligations under this Agreement, or if any representation or warranty provided by Purchaser in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, Purchaser shall be deemed to be in default and, at Seller's election, in its sole and absolute discretion, Seller may terminate this Agreement and all of Seller's obligations hereunder. Upon any such termination, (A) if prior to Closing, (i) the Deposit shall be forfeited to Seller, (ii) Purchaser shall lose all of its right and privilege to purchase the Purchased Credits from Seller, (iii) Seller may notify, if required by law, USACE OR OTHER REQUIRED STATE OR AUTHORITY of Purchaser's failure to fulfill its obligations under this Agreement; and (B) if after Closing (or is discovered by Seller after Closing), Seller shall have the right to pursue all remedies as may be available to Seller at law or in equity. All rights and remedies of Seller hereunder shall be cumulative and not mutually exclusive of one another.
- (b) <u>By Seller</u>. If Seller defaults in performing any of Seller's material obligations under this Agreement, and such default continues for a period of thirty (30) days after Purchaser has provided written notice to Seller of such default, or if any representation or warranty provided by Seller in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, then Seller shall be deemed to be in default and (i) if prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Deposit, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein; or (ii) if after Closing (or such default is discovered by Purchaser after Closing), Purchaser shall have the right to pursue such remedies as may be available to it at law or in equity.

- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTINUED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING THE MERCHANTABILITY OF THE PURCHASED CREDITS OR, WITH RESPECT TO THE PURCHASED CREDITS, ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY GOVERNMENTAL AUTHORITY. REDRESS FOR ANY CLAIM AGAINST SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO AND ENFORCEABLE ONLY AGAINST AND TO THE EXTENT OF SELLER'S INTEREST IN THE MITIGATION BANK. THE OBLIGATIONS OF SELLER AND PURCHASER UNDER THIS AGREEMENT ARE NOT INTENDED TO BE AND SHALL NOT BE PERSONALLY BINDING ON, NOR SHALL ANY RESORT BE HAD TO THE PRIVATE PROPERTIES OF, ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, BENEFICIARIES, MEMBERS, STOCKHOLDERS, EMPLOYEES, OR AGENTS.
  - (d) This Section 9 shall survive Closing or earlier termination of this Agreement.
- 10. Representations and Warranties. Each of Seller and Purchaser represents and warrants to the other now and as of Closing that: (i) it is organized and validly existing under the laws of the jurisdiction of its organization or incorporation; and (ii) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other relevant documentation and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.

## 11. Miscellaneous.

- (a) <u>No Joint Venture</u>. This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.
- (b) <u>No Third-Party Beneficiary</u>. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and authorized assigns. The Agreement does not create or convey any rights, benefits or interests on behalf of any other person.
- (c) <u>Assignment</u>. This Agreement may not be assigned by Purchaser without Seller's prior written consent in Seller's sole and absolute discretion, and any assignee shall assume the rights and obligations of its assignor.
- (d) <u>Entire Agreement</u>. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreement, written or oral. This Agreement may be modified only by a written instrument duly executed by Seller and Purchaser.
- (e) <u>Prior Agreements.</u> This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written document stating the specifics of such amendment, executed by both Seller and Buyer.

- (f) <u>Choice of Laws</u>. This agreement shall be construed, performed and enforced under the laws of the State of Iowa.
- (g) Attorney's Fees. In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.
- (h) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts by the parties. All counterparts shall collectively constitute a single agreement.
- (i) <u>Notices</u>. All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses (or such other addresses as either party may designate to the other from time to time by written notice) and any such notice of other communication shall be deemed to have been given on the day so delivered or refused by the party to whom such notice was sent (it being acknowledged that a facsimile or an e-mail transmission shall not be deemed to be a "writing"):

If to Seller: Central Indiana Mitigation Providers, LLC

248 Southwoods Centre Columbia, IL 62236

With a copy to: Michael Best & Friedrich LLP

Attn: Michael S. Green, Esq. 1 South Pinckney Street, Suite 700

P.O. Box 1806

Madison, WI 53701-1806

If to Purchaser: <u>City of Ankeny</u>

Attn: Michelle Yuska, City Clerk

410 West First Street Ankeny, Iowa 50023

(j) <u>Legal Capacity of Signatory</u>. Each person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

SELLER:
CENTRAL INDIANA MITIGATION PROVIDERS LLC  By:
Name: Kae Hovater
Title: Authorized Agent
PURCHASER:
CITY OF ANKENY
By:
Name: Mark E. Holm
Title: Mayor

## BILL OF SALE

This Bill of Sale is made by **Central Indiana Mitigation Providers, LLC** ("Seller") to **City of Ankeny**, ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Mitigation Credit Purchase Agreement dated as of March 18, 2024 ("Purchase Agreement"), with respect to the sale and purchase of **Stream** bank credits generated within the Bunker Stream Mitigation Bank, USACE Action No.: MVR-2022-1342, in Warren County, IA. ("Mitigation Site").

NOW THEREFORE, for and in consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, conveys and transfers to Purchaser <u>810 Stream Credits</u> from the Mitigation Bank, for the purpose of Purchaser's mitigation of impacts to that certain property commonly known as **NE Delaware Ave Reconstruction** located in **Polk County, lowa (PERMIT # CEMVR-RD-2022-0804-1).** 

Dated this	day of	, 2024.
		Central Indiana Mitigation Providers, LLC a Delaware limited liability company
		By: Kae Hovater, Authorized Agent



## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
SUI	BJECT:
Consider motion to adopt <b>RESOLUTION</b> accepti in Ankeny Elementary #12.	ng public improvements for utilities and subgrade prep
EXECUTIV	E SUMMARY:
FISCAL 1	IMPACT: <b>No</b>
CITY MANAGER'S	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	IMISSION/BOARD ACTION(S):
PUBLIC OUTR	REACH EFFORTS:

ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

# Click to download Resolution Certificate of Completion Letter of Assurance

## RESOLUTION

# RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ANKENY ELEMENTARY SCHOOL #12 FOR UTILITIES (WATER) AND SUBGRADE PREP

**WHEREAS,** on the 17<sup>th</sup> day of October, 2022, the City of Ankeny, Iowa entered into a three-party contract with Sandstone Management LTD, the Contractor, and Ankeny Community School District, the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade Prep, approved under Resolution No. 2022-458; 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 March 18<sup>th</sup>, 2024 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 18<sup>th</sup> day of March, 2024.

	CITY OF ANKENY, IOWA
	By:
	Mark E. Holm, Mayor
ATTEST:	
Ву:	
Michelle Yuska, City Clerk	

## **CERTIFICATE OF COMPLETION**

## Ankeny Elementary School #12

Ankeny, Iowa

March 18, 2024

This is to certify that the construction improvements on the *Ankeny Elementary School #12* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Civil Design Advantage, LLC

John Ben

John Patrick Becker P.E.

Project Engineer

Iowa License Number 25523

March 18, 2024

City of Ankeny – Community Services Attn: Don Clark 220 W. 1<sup>st</sup> Street Ankeny, Iowa 50023

RE: Ankeny Elementary School #12 Public Improvement Acceptance

## Dear Don:

We respectfully request acceptance of the public improvements for the aforementioned project. The project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. We have attached the following supporting documents for your review and file:

- One set of record drawings with 'as-built' information (pdf)
- Certificate of Completion
- Inspector field notes
- Walkthrough list

Following your review, please place on the next available City Council Agenda or contact me with questions. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

John Patrick Becker, P.E.



## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
SUE	BJECT:
Consider motion to adopt <b>RESOLUTION</b> accepting Ankeny Elementary #12.	ng public improvements for paving associated with
EXECUTIV	E SUMMARY:
FISCAL II	MPACT: No
CITY MANAGER'S F	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTR	EACH EFFORTS:

ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

# Click to download Resolution Certificate of Completion Letter of Assurance

## RESOLUTION

# RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ANKENY ELEMENTARY SCHOOL #12 FOR PAVING

**WHEREAS,** on the 17<sup>th</sup> day of October, 2022, the City of Ankeny, Iowa entered into a three-party contract with Jordison Construction, the Contractor, and Ankeny Community School District, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-457; 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 March 18<sup>th</sup>, 2024 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 18<sup>th</sup> day of March, 2024.

	CITY OF ANKENY, IOWA
	By:
	Mark E. Holm, Mayor
ATTEST:	
Ву:	
Michelle Yuska, City Clerk	

## **CERTIFICATE OF COMPLETION**

## Ankeny Elementary School #12

Ankeny, Iowa

March 18, 2024

This is to certify that the construction improvements on the *Ankeny Elementary School #12* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Civil Design Advantage, LLC

John Ben

John Patrick Becker P.E.

Project Engineer

Iowa License Number 25523

March 18, 2024

City of Ankeny – Community Services Attn: Don Clark 220 W. 1<sup>st</sup> Street Ankeny, Iowa 50023

RE: Ankeny Elementary School #12 Public Improvement Acceptance

## Dear Don:

We respectfully request acceptance of the public improvements for the aforementioned project. The project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. We have attached the following supporting documents for your review and file:

- One set of record drawings with 'as-built' information (pdf)
- Certificate of Completion
- Inspector field notes
- Walkthrough list

Following your review, please place on the next available City Council Agenda or contact me with questions. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

John Patrick Becker, P.E.



## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	

## SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer for the Heritage Commercial at Prairie Trail Plat 1 project.

## **EXECUTIVE SUMMARY:**

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of water main, sanitary sewer, and storm sewer improvements for the Heritage Commercial at Prairie Trail Plat 1 project.

## FISCAL IMPACT: No

## CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of water main, sanitary sewer, and storm sewer improvements for the Heritage Commercial at Prairie Trail Plat 1 project.

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

	PUBLIC OUTREACH EFFORTS:	
	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
□ Resolution		
Contract and Bonds		

## RESOLUTION

# RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER AND STORM SEWER IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1

**WHEREAS**, the plans and specifications for the construction of water main, sanitary sewer and storm sewer in Heritage Commercial at Prairie Trail Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the City Council has granted approval of the final plat for Heritage Commercial at Prairie Trail Plat 1.

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

- 1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
- 2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 18th day of March 2024.

ATTEST:	Mark E. Holm, Mayor
Michelle Yuska, City Clerk	_

## PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the <u>11th</u> day of <u>March</u> , 20 <u>24</u> , by and between <u>J &amp; K Contracting LLC</u> hereinafter called the "contractor", and <u>Prairie Trail Commercial</u>
hereinafter called the "subdivider";
WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:
ARTICLE I: SCOPE OF WORK
The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:
Traffic Signal Sanitary Sewers Water Lines   Storm Sewers Paving Subgrade Prep.
As shown in construction plans titled (Project Name) <u>Heritage Commercial Phase 2</u> . and
bearing an "Approved For Construction Date" of 3/18/2024.
The estimated quantity of work to be done is:  as shown on the approved plans as shown on the attached detailed list
All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.
ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than  $\underline{4-1-2024}$ , and shall fully complete the work not later than  $\underline{8-1-2024}$ .

## ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 88,950.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

## ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

## ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

## ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

## ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

Ju/h
Contractor
by Jared Bouska
email: jared@jkcia.com
(Required for return of signed document)
24k
Subdivider
by Ired Johnson
email: The hass recurrence to be present to come (Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

City Engineer



# ANKNEY HERITAGE COMMERCIAL PLAT 1

To:

Estimating

3/6/2024

ITEM #	ITEM DESCRIPTION (PRIVATE)	QNTY	UNIT	UNIT PRICE	LINE TOTAL
10	ABANDON WATER SERVICE AT MAIN	3	EA	\$ 1,800.00	\$ 5,400.00
20	ABANDON SANITATY SEWER SERVICE	3	EA	\$ 925,00	\$ 2,775.00
30	ABANDON STORM SEWER SERIVCE	3	EA	\$ 625,00	\$ 1,875.00
40	CONNECTION TO EXISTING 8 IN WATER	3	EA	\$ 7,500.00	\$ 22,500.00
50	WATER SERIVICE, TRENCHLESS, 6 IN	65	LF	\$ 170.00	\$ 11,050.00
60	WATER SERVICE, 6 IN	333	LF	\$ 70.00	\$ 23,310.00
70	WATER SERVICE, 4 IN	78	LF	\$ 65.00	\$ 5,070.00
80	WATER SERVICE CONNECTION TO BUILDING	3	EA	\$ 6,500.00	\$ 19,500,00
90	FIRE DEPARTMENT CONNECTION, 4 IN	1	EA	\$ 2,900,00	\$ 2,900.00
100	HYDRANT ASSEMBLY	1	EA	\$ 9,000.00	\$ 9,000.00
110	SANITARY SEWER, 6 IN	204	LF	\$ 75.00	\$ 15,300.00
120	GREASE INTERCEPTOR	2	EA	\$ 28,500,00	\$ 57,000.00
130	SANITARY SEWER, CLEANOUT	2	EA	\$ 1,500,00	\$ 3,000.00
140	STORM SEWER, RCP, 18 IN	48	LF	\$ 110,00	\$ 5,280.00
150	STORM SEWER, RCP, 15 IN	208	LF	\$ 100.00	\$ 20,800.00
160	STORM SEWER, PVC, 8 IN	593	LF	\$ 50.00	\$ 29,650.00
170	STORM SEWER, PIPE APRON, 18	1	EA	\$ 5,100,00	\$ 5,100.00
180	STORM SEWER, PIPE APRON, 15	1	EA	\$ 4,200.00	\$ 4,200.00
190	STORM SEWER, SW-401	1	EA	\$ 7,000.00	\$ 7,000.00
200	STORM SEWER, SW-505	3	EA	\$ 8,000.00	\$ 24,000.00
210	STORM SEWER, CLEANOUT	4	EA	\$ 1,350,00	\$ 5,400.00
220	MAJOR MANHOLE ADJUSTMENT	1	EA	\$ 8,500,00	\$ 8,500.00
230	MOBILIZATION	1	LS	\$ 26,000.00	-1000.00
240	TESTING	1	LS	\$ 8,250,00	
250	POTHOLING	1	LS	\$ 4,750.00	
260	PUNCHLIST	1	LS	\$ 4,750.00	1,100,00
270	UNDERFLOOR SANITARY MAIN LINE, 6 IN	805	LF	\$ 4,250.00	
	UNDERFLOOR SANITARY STUB, 6 IN	32	EA	\$ 55.00 \$ 1,400.00	\$ 44,275.00
	UNDERFLOOR SANITARY CLEANOUT	2	EA	The second secon	\$ 44,800:00
			Section Sectio	\$ 2,500.00 OTAL:	\$ 5,000.00
				OTAL.	\$ 425,935.00

/	7	d
		Š
	)	١

ITEM #		QNTY	UNIT	UNIT PRICE	LI	NE TOTAL
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-INCH TRUS	390	LF	\$ 90,00	\$	35,100.00
4.2	SANITARY SEWER SERVICE STUB, PVC, 6-INCH	3	EA	\$ 2,750,00		8,250,00
4.3	REMOVE STORM SEWER, 15IN DIA	10	LF	\$ 50,00		500.00
6.1	MANHOLE, SW-301, 48-INCH DIA	2	EA	\$ 6,700,00	-	13,400.00
6.2	CONNECTION TO EXISTING MANHOLE, 48-IN DIA.	1	EA	\$ 5,500.00	_	5,500.00
6.5	SW-509, DOUBLE OPEN-THROAT CURB INTAKE W/MH	1	EA	\$ 10,300.00	-	10,300.00
6.6	REMOVE STRUCTURE, STORM	1	EA	\$ 900,00		900.00
11.1	MOBILIZATION	1	LS	\$ 15,000.00		15,000,00
			T	OTAL ·	•	99 050 00

PRICING GOOD FOR 30 CALENDAR DAYS BEYOND BID DATE

\$ 420,810

\*\* PLEASE SEE ATTACHED SHEET FOR NOTES AND EXCLUSIONS

### \*\* PLEASE NOTE THE FOLLOWING:

- \*Quote acknowledges no addendum
- \*All excavations to be per OSHA standards
- \*All electric, phone, fiber & gas in the way of excavations to be relocated by others
- \*All jobsite fencing by others
- \*No throats or pavement inserts included for utility structures
- \*Steel plates for inlet protection to be provided by others
- \*Testing of utility mains as per specifications
- \*Structures are quoted as precast
- \*Layout, surveying and staking is not included in bid prices
- \*Compaction testing by others; J&K to coordinate only
- \*Granular fill under pavement excluded
- \*Traffic control is not included
- \*No pavement removal or replacement is included in quote
- \*This quote allows for work to be completed in two mobilizations
- \*Additional mobilizations will be charged at \$4500 each
- \*Price does not include seeding, sodding or erosion control measures
- \*Price does not include bond costs or association dues
- \*All utility service fees or city connection fees excluded
- \*No site dewatering included beyond dewatering that can be managed with (1) 3" trash pump
- \*J&K is not responsible for soil remediation if soil is contaminated or dampened by other contractors work
- \*No mechanical trimming for subgrade included in quote
- \*No hand excavation or backfill included in quotation
- \*Any items not listed in quote are to be considered excluded
- \*No freeze-thaw protection
- \*No work in unsuitable freeze-thaw conditions
- \*Retainage withheld not to exceed amount withheld by owner
- \*All items on the quote are fied... please call if you wish to until any of the items quoted

Please Sign and Return for Work to Proceed

The signed acceptance of this proposal, including its attached terms and conditions, acknowledges that this will be the contract between the parties for this project.

J & K Contracting, LLC

Prepared By:

(Jared Bouska, Project Manager)

ACCEPTED By:

(Name and Title)

Printed Name:

Jared Johnson

Date: 3/11/24

Bond Number: 100200800

### PERFORMANCE BOND

# KNOW ALL PERSONS BY THESE PRESENTS: \_\_\_\_\_ as principal That J & K Contracting, L.L.C. and Merchants National Bonding, Inc. held and firmly bound unto the City of Ankeny and Prairie Trail Commercial as owner(s) in the penal sum of Eighty-eight Thousand Nine Hundred Fifty & 00/100 Dollars (\$ 88,950.00 to 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, sealed and dated this \_13th \_\_\_\_ day of \_March WHEREAS, the principal has entered into a certain written contract, dated the 11th day of \_\_\_\_\_, 20<u>24</u>\_\_\_\_, with the owner(s) for: Storm Sewers, Sanitary Sewers, and Water Lines In connection with Heritage Commercial Phase 2, City of Ankeny, Iowa NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect. This bond is executed and accepted upon the following express conditions precedent: 1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against \_\_\_ **Prairie Trail Commercial** , in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder. 2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default

to cease operations there under, the surety shall have the right at its option to complete said

contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

### WITNESS THEREOF:

J & K Contracting, L.L.C.
principal
by A
Merchants National Bonding, Inc.
by Sara Huston, Attorney-in-Fact
City of Ankeny
by More Well
Prairie Trail Commercial
byowner

Bond Number: 100200800

### CONTRACTOR'S MAINTENANCE BOND

#### KNOW ALL PERSONS BY THESE PRESENTS:

That J & K Contracting, L.L.C.	Of Urbandale, IA	as principal and
Merchants National Bonding, Inc.	of Des Moines, IA	as surety are held
and firmly bound unto the City of Anke	ny, Iowa, for a period of four (4	4) years from the date of
acceptance of hereinafter described	improvements and to all_pe	rsons who may be injured by any
acceptance of hereinafter described breach of any of the conditions of this	bond in the penal sum of	ty-eight Thousand Nine Hundred Fifty & 00/100
DOLLARS (\$ 88,950.00	), lawful money of the	United States of America, for the
payment of which, well and truly to be	e made, we bind ourselves, o	our heirs, legal representatives and
assigns, jointly and severally, firmly by	these presents.	
The conditions of the above obligation	ns are such that whereas the	said principal has rendered to the
City of Ankeny a certain contract dated	the <u>11th</u> day of <u>March</u>	, 20 <u>24</u> , wherein
said principal or his subcontractors	undertakes and agrees to f	furnish all the materials and labor
necessary for the construction of:		
Storm Sewers, Sanitary Sewers, and Wa	ater Lines In connection with Heritage	Commercial Phase 2. City of Ankeny.

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

Iowa

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

- 1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
- 2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this	13th	day of	March
20 24 .			

J & K Contracting, L.L.C.

principal

Merchants National Bonding, Inc.

**s**urety

Sara Huston, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

City Engineer



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

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

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

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

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

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

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

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. 3rd . 2024

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this

day of

February

2003

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

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , 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.

By



### Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

(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 13th day of

, 2024 .

William Clarener Is.

Secretary



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 3/11/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

lf th	SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to the	ne ter certi	ms and conditions of the ficate holder in lieu of su	ich end	dorsement(s)		equire an endorsement.	. A sta	atement on
	DUCER				CONTACT Tristyn Paup					
Holmes Murphy & Associates					PHONE FAX (A/C, No, Ext): 515-974-4604 (A/C, No):					
2727 Grand Prairie Parkway					(A/C, No, Ext): 515-974-4604 (A/C, No):  E-MAIL ADDRESS: tpaup@holmesmurphy.com					
Waukee IA 50263					INSURER(S) AFFORDING COVERAGE					NAIC#
					INSURE			ance Company		35289
INSURED JKCONPC								ualty Mutual Co		
J & K Contracting LLC				INSURE	яс: Transpor	tation Insurar	nce Company		20494	
10703 Justin Drive Urbandale, IA 50322			INSURE	RD:						
Orbandale, IA 30322					INSURE					
INSURER F:										
CO				NUMBER: 1800363816				REVISION NUMBER:		
IN CI EX	IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	IAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI N OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TI RDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERI			WHICH THIS		
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	8	
Α	X COMMERCIAL GENERAL LIABILITY			7039580646		7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	00
				-		,		MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:			*				GENERAL AGGREGATE	\$ 2,000	,000
	POLICY X PRO- JECT LOC					2		PRODUCTS - COMP/OP AGG	\$2,000	,000
	OTHER:							COMBINED SINGLE LIMIT	\$	
Α	AUTOMOBILE LIABILITY			7039578492		7/1/2023	7/1/2024	(Ea accident)	\$1,000	,000
	X ANY AUTO						= -		\$	
	OWNED AUTOS ONLY AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							(Per accident)	\$	
		_					=1110001		\$	
Α	X UMBRELLA LIAB X OCCUR			7039605979		7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 5,000	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000	0,000
	DED RETENTION \$		-			7/4/0000	7/4/0004	\$ PEB OTH-		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC20000037782023A		7/1/2023	7/1/2024	X PER OTH- STATUTE ER	+ 500.0	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	OR/PARTNER/EXECUTIVE Y N/A				E.L. EACH ACCIDENT \$500,				
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
	DÉSCRIPTION OF OPERATIONS below		-	7000500500		7/1/2023	7/1/2024	E.L. DISEASE - POLICY LIMIT Limit	\$ 500,0 1.000	
С	Leased/Rented Equipment Contractors Equipment			7039589508		77172023	111/2024	Per Schedule		schedule
RE The	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC : Heritage Commercial at Prairie Trail P e City of Ankeny and Prairie Trail Comn nditions	lat 1							policy	terms and
CERTIFICATE HOLDER CA				CAN	CELLATION					
City of Ankeny			SHO THE ACO	OULD ANY OF EXPIRATION	N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL I BY PROVISIONS.				
ı	410 W 1st.				AUTHO	RIZED REPRESE	NTATIVE			

© 1988-2015 ACORD CORPORATION. All rights reserved.

Ankeny IA 50023

Kari Cooling



### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	
SUB	IECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.

### **EXECUTIVE SUMMARY:**

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.

### FISCAL IMPACT: No

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.

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

	PUBLIC OUTREACH EFFORTS:	
	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
<u>Resolution</u>		
Contract and Bonds		

### **RESOLUTION**

# RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SUBGRADE PREP IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1

**WHEREAS**, the plans and specifications for the construction of subgrade prep in Heritage Commercial at Prairie Trail Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the City Council has granted approval of the final plat for Heritage Commercial at Prairie Trail Plat 1.

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

- 1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
- 2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 18th day of March 2024.

ATTEST:	Mark E. Holm, Mayor	
Michelle Yuska, City Clerk	_	

### PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the <u>11th</u> day of <u>March</u> , 20 <u>24</u> , by and between <u>Accurate Commercial LLC</u> hereinafter called the "contractor", and <u>Prairie Trail Commercial</u> hereinafter called the "subdivider";			
WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:			
ARTICLE I: SCOPE OF WORK			
The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:			
Traffic Signal       Sanitary Sewers       Water Lines         Storm Sewers       Paving       Subgrade Prep.			
As shown in construction plans titled (Project Name) Heritage Commercial Phase 2			
bearing an "Approved For Construction Date" of 3/18/2024.			
The estimated quantity of work to be done is:  as shown on the approved plans as shown on the attached detailed list			
All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.			
ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK			
The contractor shall commence work not later than $\underline{4-1-2024}$ , and shall fully complete the work not later than $\underline{8-1-2024}$ .			
ARTICLE III: THE CONTRACT AMOUNT			
Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 10,000.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to			

# ARTICLE IV: INSURANCE

the subdivider.

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

### **ARTICLE V: INSPECTION**

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

### ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

### ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

ZZ
Contractor
by Ired Janson
email:jjohnson@accuratedevelopment.com
(Required for return of signed document)
Subdivider
by Jared Johnson
email: Tohnson@accuratedevelopment.com (Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by Mutall Wedll
City Engineer



March 1, 2024

Project: Heritage Phase 2 of Prairie Trail Commercial

Billing- Internal

Scope- Subgrade prep and public improvements

\$10,000.00

Bond Number: 100200795

### PERFORMANCE BOND

# KNOW ALL PERSONS BY THESE PRESENTS: That Accurate Commercial, LLC and Merchants National Bonding, Inc. held and firmly bound unto the City of Ankeny and Prairie Trail Commercial in the penal sum of Dollars (\$\_10,000.00 Ten Thousand & 00/100 to 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, sealed and dated this 12th day of March WHEREAS, the principal has entered into a certain written contract, dated the 11th day of March , 20 24 , with the owner(s) for: Subgrade Prep and Public Improvements - Heritage Phase 2 of Prairie Trail Commercial, City of Ankeny, Iowa NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect. This bond is executed and accepted upon the following express conditions precedent: 1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against , in any action Prairie Trail Commercial which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said

contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Accurate Commercial, LLC	
byprincipal	
Merchants National Bonding, Inc.	
by Kate Zanders, Attorney-in-Fact	(SEAL)
City of Ankeny	
by Muttle Wall	- Tanada
Prairie Trail Commercial	
byowner	

Bond Number: 100200795

### CONTRACTOR'S MAINTENANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS:

That Accurate Commercial, LLC	Of West Des Moines, IA	a:	s principal	and
Merchants National Bonding, Inc.	of Des Moines, IA	a	s surety	are held
and firmly bound unto the City of Ankeny, Ic acceptance of hereinafter described impro breach of any of the conditions of this bond				
breach of any of the conditions of this bond	n the penal sum of	nousand & 00/100		
payment of which, well and truly to be ma assigns, jointly and severally, firmly by these	, lawful money of the e, we bind ourselves, o	United States	of Americ	a, for the
The conditions of the above obligations are City of Ankeny a certain contract dated the said principal or his subcontractors under necessary for the construction of:	1th day of March	,	20_24,	wherein
Subgrade Prep and Public Improvements - I	ritage Phase 2 of Prairie Trail	Commercial, City of	Ankeny, low	a

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

- 1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
- 2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

liability fiered faci.	
WITNESS our hands, signed and sealed this <u>12th</u> 20 <u>24</u> .	day of <u>March</u> ,
	Accurate Commercial, LLC
	principal
	by
	Merchants National Bonding, Inc.
	by Attorney-in-Fact (SEAL) 1004 -0- 2003
Approved as to form:	Monthson Comments
City of Ankeny, Iowa	



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

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024

10 NA 10 NG COM 10 NG COM 10 NG COM 10 NG PO PA 10 NG RPO 
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, 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.

Bv



### Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

(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 12th day of March

William Warner J. .
Secretary

, 2024 .

POA 0018 (1/24)



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

							rms and conditions of th ificate holder in lieu of sı	uch en	dorsement(s)		require an endorsement	. A st	atement on
	DUCE							CONTA NAME:	ст Cara Hellm	nan			
Vibrant Insurance Group				PHONE (A/C, No, Ext): 515-223-6757 FAX (A/C, No): 515-223-5344				3-5344					
		E Encompass I e IA 50263	Dr						ss: carah@vi			0.0 ==	0 00 1 1
VVC	iune	E IA 30203						AUURE			DING COVERAGE		NAIC#
								INCLIDE	RA: West Be		DING COVERAGE		15350
INSU	RED						ACCUCOM-01		RB: INDIAN I		2.00		36940
Acc	cura	te Commercial,					W			I IANDON INC			30940
		Iniversity Ave, S						INSURE					
vve	est L	Des Moines IA 5	002	00			9	INSURE					
								INSURE					
00	VED	ACEC		CED	TIEL	CATE	NUMBED: 4504450500	INSURE	RF:		DEVICION NUMBER.		
		AGES	JAT.		_		NUMBER: 1501153509 RANCE LISTED BELOW HAY	VE DEE	N ISSUED TO		REVISION NUMBER:	JE DOI	ICV PERIOD
							NT, TERM OR CONDITION						
С	ERTI	FICATE MAY BE	ISS	UED OR MAY	PERT	ΓAIN,	THE INSURANCE AFFORD	ED BY	THE POLICIES	S DESCRIBED			
INSR	XCLL					CIES.	LIMITS SHOWN MAY HAVE	BEEN F					
LTR		TYPE OF INS	_		INSD	WVD	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	X	COMMERCIAL GENE					A842561		1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000	,000
		CLAIMS-MADE		OCCUR							PREMISES (Ea occurrence)	\$ 300,0	000
											MED EXP (Any one person)	\$ 5,000	)
											PERSONAL & ADV INJURY	\$ 1,000	,000
-	GEN	N'L AGGREGATE LIMIT		PLIES PER:			*				GENERAL AGGREGATE	\$ 2,000	,000
		POLICY X PRO-	r	X LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	,000
		OTHER:										\$	
Α	AUT	OMOBILE LIABILITY					A842561		1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
	Х	ANY AUTO					- , =				BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY		SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	Х	HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
												\$	
Α	Х	UMBRELLA LIAB	)	OCCUR			A842561		1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 10,00	00,000
		EXCESS LIAB		CLAIMS-MADE						= -	AGGREGATE	\$	
DED X RETENTION \$ 0								\$					
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY V ( N		A842576		1/1/2024	1/1/2025	X PER OTH-							
	ANY	PROPRIETOR/PARTNE	ER/E	XECUTIVE // N							E.L. EACH ACCIDENT	\$ 500,0	000
	(Mar	ICER/MEMBER EXCLUI			N/A	1					E.L. DISEASE - EA EMPLOYEE	\$ 500,0	000
	If yes	s, describe under CRIPTION OF OPERA	OITA	NS below							E.L. DISEASE - POLICY LIMIT	\$ 500,0	000
В	Prof	fessional Liability					PEC0051150		1/1/2024	1/1/2025	Per Occ/Agg	3,000	
B		ution Liability tractors Equipment					PEC0051150 A842561		1/1/2024 1/1/2024	1/1/2025 1/1/2025	Per Occ/Agg Leased/rented	3,000 100,0	
DES	CRIPT	TION OF OPERATIONS	S/L	OCATIONS / VEHIC	LES (	ACORD	101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)		
The	e City	y of Ankeny and F	Prai	irie Trail Comm	ercia	I LLC	are named as additional in	nsureds	s with respect	to the Genera	al Liability when required I	by a wr	itten contract.
CF	RTIF	ICATE HOLDE	R					CAN	CELLATION				
		HOLDE						JAIN.				-	
											ESCRIBED POLICIES BE C		
											EREOF, NOTICE WILL I	BE DE	LIVERED IN
		City of Anl	ker	ıy				ACCORDANCE WITH THE POLICY PROVISIONS.					
l	City of Ankeny 401 W 1st St				DIZED DEDDESE								

Ankeny IA 50023

**AUTHORIZED REPRESENTATIVE** 

Daviller



### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: **COUNCIL GOAL:** Municipal Utilities Upgrade Essential Infrastructure ACTION REQUESTED: Resolution LEGAL: No Review Required SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.

### **EXECUTIVE SUMMARY:**

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.

FISCAL IMPACT: No

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.

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

	PUBLIC OUTREACH EFFORTS:	
	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
<u>Resolution</u>		
Contract and Bonds		

### **RESOLUTION**

# RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1

**WHEREAS**, the plans and specifications for the construction of street paving in Heritage Commercial at Prairie Trail Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the City Council has granted approval of the final plat for Heritage Commercial at Prairie Trail Plat 1.

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

- 1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
- 2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 18th day of March 2024.

ATTEST:	Mark E. Holm, Mayor
Michelle Yuska, City Clerk	_

### PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 11th day of March, 2024, by and between All Star Concrete LLC hereinafter called the "contractor", and Prairie Trail Commercial hereinafter called the "subdivider": WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows: ARTICLE I: SCOPE OF WORK The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements: Traffic Signal **Sanitary Sewers** Water Lines Storm Sewers ¥ Paving Subgrade Prep. As shown in construction plans titled (Project Name) Heritage Commercial Phase 2 bearing an "Approved For Construction Date" of 3/18/2024. The estimated quantity of work to be done is: \_\_\_\_ as shown on the approved plans \_\_\_\_ as shown on the attached detailed list All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

### ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 4-1-2024, and shall fully complete the work not later than 8-1-2024.

### ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 196,345.50 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

### ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

### ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

# ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

## ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

	ALL STAR (PNCRETE, LLC Contractor
	Contractor
	WILLEAM D. HARGER
	email: bill Callstar concrete iowa.com
	(Required for return of signed document)
	Subdivider
	by Ired Johnson
	email: Tsohrsor@accumtedextopment com (Required for return of signed document)
Approved as to form:	
City of Ankeny, Iowa	



4989 NW Johnston Drive Johnston, IA 50131 Phone (515) 224-6394 Fax (515)-965-5519 Allstarconcretejowa.com

Project Name: Heritage Commercial Public Improvements

Plans Date: 2/19/2024 Addendum Noted: Bid Date: 03/01/2024

7.01 Jo 7.02 P 7.03 P 7.04 P 7.04 T 7.08 S	Pavement,PCC, 9" w/CD oints Pavement,PCC, 8" w/CD oints Pavement, PCC, 7"	470.00 260.00	SY	
7.02 Je 7.03 P 7.04 P 7.08 S	oints	260.00		
7.04 P T 7.08 S	Payament PCC 7"		SY	
7.04 T 7.08 S	avenient, r cc, /	785.00	SY	
	PCC Pavement Samples and Festing- <b>Our Work Only</b>	1.00	LS	
7.09 S	Sidewalk, PCC, 5"	70.00	SY	
	Sidewalk, PCC, 6"	210.00	SY	
7.10 S	Sidewalk Ramp, PCC, 6"	560.00	SF	
7 11 T	Type 3 Sidewalk Pavers- 4" PCC Base Only	25.00	SY	
7.12	Detectable Warning, Cast Iron	330.00	SF	
11.01 N	Mobilization	1.00	LS	
1102	Concrete Washout- <b>Our</b> <b>Work Only</b>	1.00	LS	

\*Bid Item 7.11 is for the PCC Base only.

### **General Provisions and Exclusions**

- 1. Excludes: Concrete removals, grade +/- 1/10th foot by others, any/all subgrade prep, subgrade compaction, pavement markings, backfill, survey, testing, sod/seeding, Davis Bacon wages, flaggers, and traffic control.
- 2. Pricing is based on fly-ash being locally available. If fly-ash is not available due to projected shortage, and a straight cement mix is required, an upcharge of \$7/CY will be added.
- 3. Client to supply ready mix access to site and suitable soils to support ready mix truck traffic.
- 4. General Exclusions
  - a. Dewatering of site and/or soil remediation due to soft of unsuitable soils is excluded.
  - b. Street cleaning and dust control is excluded.

- c. Winter weather provisions including Concrete hot water and accelerators, covering, and ground thawing is excluded.
- 5. Services Provided by Client
  - a. All Star Concrete LLC to be provided with a copy of the surveyor's layout drawing.
  - b. All work is to be inspected within 72 hours after installation for acceptance. All Star Concrete LLC will not be required to protect work after acceptance.
  - c. Building permit and fees, encroachment permits or fees, street closure permits or fees, and discharge permits, or fees, bonds, and liquidated damages are excluded.

### 6. Coordination

a. The Prime Contractor and/or owners shall have a representative available on-site during work operations. The cost of the errors of omission caused by lack of drawings, specifications, or information provided to us shall be borne by others.

### **Payment**

- 1. Progress payments shall be made every 30 days minimum.
- 2. Final payment will be based on field-measured quantities.
- 3. Billings are not subject to retainage greater than 5% and payable 30 days after the substantial completion (last pour) by All Star Concrete LLC
- 4. Any unpaid balances shall draw interest at the rate of 1.5% per month until paid in full
- 5. No back charges will be accepted without written notification giving 48 hours to cure breach of contract.

This proposal, including these General Conditions, shall be made a part of the subcontract agreement. Any ambiguity or conflict that may exist between the terms and conditions of the subcontract agreement and this proposal shall be construed in favor of this proposal.

This proposal is valid for thirty (30) days from the date of this proposal, and if accepted, must be signed and returned to our office within that period. If not accepted within thirty (30) days, this proposal will be subject to review, revision, or revocation. We thank you for the opportunity to submit a proposal to you for this project and we look forward to working with you in the near future.

Client: Accurate Commercial	All Star Concrete LLC
Ву:	Ву:
Date:	Date:

Bond Number: 100200799

### PERFORMANCE BOND

# 

Paving In connection with Heritage Commercial Phase 2, City of Ankeny, Iowa

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

- 2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

## WITNESS THEREOF:

All Star Concrete, LLC principal	
by Mel P Minger WILLERM D. HAROGR	
WITHOM D. HAREGR	
Merchants National Bonding, Inc.	
surety	(SEAL)
by Cindy Bennett	OHOW WANTED
Cindy Bennett, Attorney-in-Fact	N Q
City of Ankeny	
by Mitself Well	
Prairie Trail Commercial	
owner	

Bond Number: 100200799

### CONTRACTOR'S MAINTENANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS:

part of this bond.

That All Star Concrete, LLC	Of Johnston, IA	as principal and
Merchants National Bonding, Inc.	of Des Moines, IA	as surety are held
and firmly bound unto the City of Anl acceptance of hereinafter describe breach of any of the conditions of thi		
DOLLARS (\$196,345.50 payment of which, well and truly to assigns, jointly and severally, firmly l	), lawful money of the U be made, we bind ourselves, our	nited States of America, for the
The conditions of the above obligat City of Ankeny a certain contract dat said principal or his subcontractor necessary for the construction of:	ed the <u>11th</u> day of <u>March</u>	, 20 <u>24</u> , wherein
Paving In connection	on with Heritage Commercial Phase 2 City	of Ankeny Jowa

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made

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

- 1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
- 2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this	day of <u>March</u>	,
20 <u>24                                   </u>		
	All Star Concrete, LLC	
	principal	
	by Wills Pollinger WILLEAM D. HARFER	
	WILLIAM D. HARFER	WORKS TO
	Merchants National Bonding, Inc.	
	surety	(SEAL)
	by Cinck Bennett	Z Z ORPORA)
	Cindy Bennett, Attorney-in-Fact	2003

Approved as to form:

City of Ankeny, Iowa

by Mittell Well



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

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024

TIONAL OF THE TOTAL STATE OF THE

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

**C**President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, 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.



### **Penni Miller**

Commission Number 787952 My Commission Expires January 20, 2027

(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 12th day of March , 2024 .



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 3/11/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the nolicy/ies) must have ADDITIONAL INSURED provisions or be endorsed

If	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to th	e ter	ms and conditions of th	ne policy, uch endo	certain pol					
PRO	DUCER				CONTACT	Sarah Tritz					
Hol	mes Murphy & Associates 27 Grand Prairie Parkway				PHONE (A/C, No, E	xt): 515-223-	-6813		FAX (A/C, No):		
	ukee IA 50263				E-MAIL ADDRESS	: stritz@holi	mesmurphy.	com			
						INSU	RER(S) AFFOR	DING COVERAGE			NAIC#
					INSURER	a : Zurich Am	nerican Insur	ance Company			16535
INSU				ALLSTAPC4	INSURER	в : Travelers	Property Ca	sualty Co. Ameri	ica		25674
	Star Concrete LLC 39 NW Johnston Dr.				INSURER	C:					
	nnston, IA 50131				INSURER	D:					
					INSURER						
					INSURER						
CO	VERAGES CER	TIFIC	ATE	NUMBER: 1208176162				REVISION NUM	BER:		
IN	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F KCLUSIONS AND CONDITIONS OF SUCH	QUIR	EMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY ED BY TH	CONTRACT (	OR OTHER DESCRIBED	OCUMENT WITH	RESPEC	T TO V	VHICH THIS
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	(1)	POLICY EFF MM/DD/YYYY) (	POLICY EXP MM/DD/YYYY)		LIMITS	3	
A	X COMMERCIAL GENERAL LIABILITY	.,,,,,,		GLO1122702		10/1/2023	10/1/2024	EACH OCCURRENC		\$ 1,000,	000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTE PREMISES (Ea occu		\$ 100,00	00
							,	MED EXP (Any one p	person)	\$ 10,000	)
							t	PERSONAL & ADV I	NJURY	\$ 1,000,	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	ATE	\$ 2,000,	000
	X POLICY X PRO- X LOC							PRODUCTS - COMP	P/OP AGG	\$ 2,000,	000
	OTHER:									\$	
Α	AUTOMOBILE LIABILITY			BAP1122703		10/1/2023	10/1/2024	COMBINED SINGLE (Ea accident)	LIMIT	\$ 1,000,	000
	X ANY AUTO							BODILY INJURY (Pe	er person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Pe		\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	iΕ	\$	
										\$	
В	X UMBRELLA LIAB X OCCUR			CUP5W10305523NF		3/13/2023	10/1/2024	EACH OCCURRENCE	E	\$ 5,000,	000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$ 5,000,	000
	DED X RETENTION \$ 10,000									\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC1122701		10/1/2023	10/1/2024	X PER STATUTE	OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDEN	NT	\$ 1,000,	000
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA E	MPLOYEE	\$ 1,000,	000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$ 1,000,	000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI : Heritage Commercial at Prairie Trail Pla				ıle, may be a	ttached if more	space is require	ed)			
City	of Ankeny and Prairie Trail Commercial conditions.			•	General L	iability as red	quired by wri	tten contract with	n the insur	ed, per	policy terms
CE	RTIFICATE HOLDER				CANCE	LLATION					
	City of Ankeny				THE	<b>EXPIRATION</b>	DATE THE	ESCRIBED POLICE EREOF, NOTICE Y PROVISIONS.			

USA

Ankeny IA 50023

AUTHORIZED REPRESENTATIVE

Kari Cooling



### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

### SUBJECT:

Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Threshold Development)

### **EXECUTIVE SUMMARY:**

The action before the council is the adoption of a Resolution accepting temporary construction easement from Threshold Development, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

### FISCAL IMPACT: No

The compensation for the temporary construction easement is \$0.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$0.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting the temporary construction easement from

Threshold Development, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

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

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

### PUBLIC OUTREACH EFFORTS:

## **ACTION REQUESTED:**

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

### Click to download

Resolution

☐ Temporary Construction Easement

### **RESOLUTION 2024-XXX**

# A RESOLUTION APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT FOR THE NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT IN ANKENY, IOWA

**WHEREAS**, the City of Ankeny has requested that temporary construction easement be granted by Threshold Development, LLC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Threshold Development, LLC.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Ankeny, Iowa, that the attached Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

Mark E. l	Holm, Mayo	r	
ATTEST	:		

## TEMPORARY CONSTRUCTION EASEMENT

### KNOW ALL BY THESE PRESENTS:

pment Dove Threshold

The undersigned, Threshold (Javer) propert, Lle consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this casement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

### See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

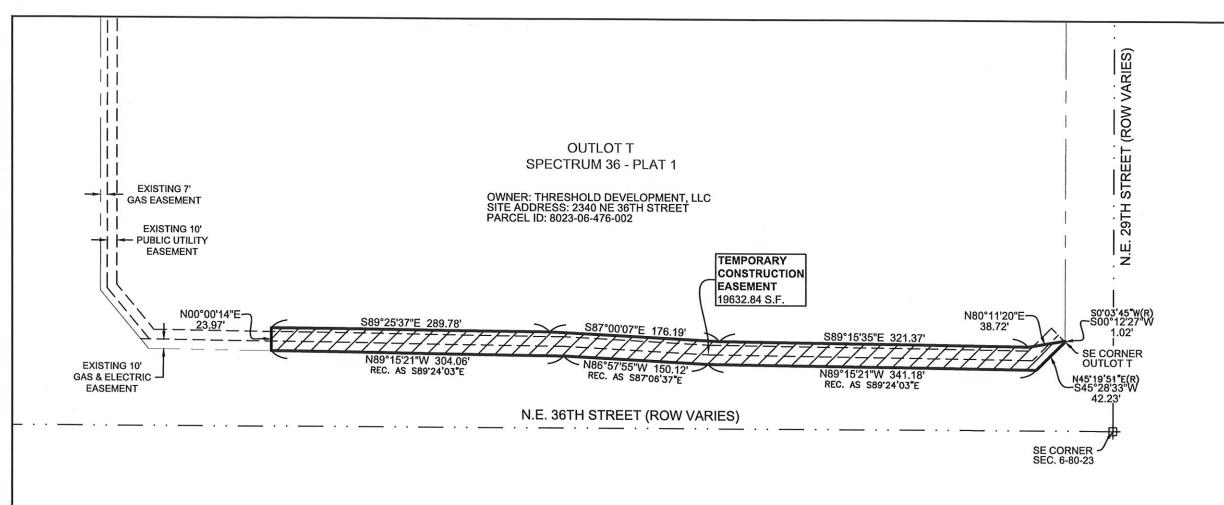
# NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT

have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said In connection herewith it is specifically agreed that by this easement, the Grantee shall improvements as it deems necessary. The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement. This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate. sole purpose of seeding and surface restoration.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this	nds this $12 H$ day of
Signed Signed	
Print Name and Title  Print Name and Title	Print Name and Title
SELLER'S ALL PURPOSE ACKNOWLEDGMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF LUNC.  COUNTY OF LUCE Ser.  On this 12 day of February. A.D. 20 24, before me, the undersigned, a Notary Public In and for said State, personally appeared Luce March	INDIVIDUAL CORPORATE Title(s) of Corporate Officer(s)  Cost of the state of the sta
or to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted/executed theynstrument.	No Corporate Seal procured PARTNER(s): Limited Partnership General Partnership ATTORNEY-IN-FACT EXECUTOR(s) or TRUSTEE(s) GUARDIAN(s) or CONSERVATOR(s) OTHER:
-PAOTARY-SEAL) Commission Number 729370 My Commission Expires My Commission Expires My Commission Expires My Commission Expires My Commission Expires My Commission Expires My Commission Expires My Commission Expires My Commission Name Name Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State of My Commission Notary Public in and for the State Of My Commission Notary Public in and for the State Of My Commission Notary Public in and for the State Of My Commission Notary Public in and for the State Of My Commission Notary Public in and for the State Of My Commission Notary Public in and for the State Of My Commission Notary Public in and for the Notary Public in and for the Notary Public in Annual	List name(s) of entity(ies) or person(s)  Threshold Development, L/C
ACCEPTANCE BY CITY	
STATE OF IOWA, COUNTY OF POLK, ss:	
Certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No, passed on the day of, and this certificate is made pursuant to authority contained in said Resolution.	City Clerk of the City of Ankeny, Iowa, do hereby tent was duly approved and accepted by the City passed on the day of and this certificate is made pursuant to authority
Signed this day of	
City Clerk	City Clerk of the City of Ankeny, Iowa

NON SE



Easement Description - Temporary Construction:
That part of Outlot T in Spectrum 36-Plat 1, City of Ankeny, Polk County, Iowa, being more particularly described as follows: Beginning at the Southeast Corner of said Outlot T; thence following the south line thereof S45°28'33"W, 42.23 feet; thence N89°15'21"W, 341.18 feet; thence N86°57'55"W, 150.12 feet; thence N89°15'21"W, 304.06 feet; thence departing said south line N00°00'14"E, 23.97 feet; thence S80°28'27"E 200.79 feet; the S80°28'27"E 200.79 feet; t feet; thence S89°25'37"E, 289.78 feet; thence S87°00'07"E, 176.19 feet; thence S89°15'35"E, 321.37 feet; thence N80°11'20"E, 38.72 feet to the east line of said Outlot T; thence S00°12'27"W, 1.02 feet to the point of beginning, containing 19632.84 s.f. RECEIVED MAR 0 1 2024 CITY OF ANKENY

STRAND ASSOCIATES"

Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of lowa.

DATE

R. BRADLEY STUMBO, PLS

License number 17161

My license renewal date is December 31, 2025.

DE 17161 BOWA OWA LAND SHITTING WALL LAND SHITTING

JOB# 7020.013

DATE: 2/15/24

PAGE 1 OF 1



### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

### SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 3)

### **EXECUTIVE SUMMARY:**

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

### FISCAL IMPACT: No

The compensation for the temporary construction easement is \$6,057.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$6,057.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting the permanent water main easement

and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

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

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

### PUBLIC OUTREACH EFFORTS:

### **ACTION REQUESTED:**

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

### Click to download

- Resolution
- Purchase Agreement Permanent and Temporary Easements
- ☐ <u>Temporary Construction Easement</u>
- Permanent Water Main Easement

### **RESOLUTION 2024-XXX**

### A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT IN ANKENY, IOWA

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by DRA Properties, LC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from DRA Properties, LC.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

Mark E. Ho	olm, Mayor	
ATTEST:		

### CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:

DRA Properties 1525 NE 36<sup>th</sup> Street Ankeny, IA 50021

- 1. <u>Property Description</u>. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Ankeny agrees to pay \$6,057.00, calculated as follows:

Fee Title (Warranty Deed): 000 SF x \$0.00 / SF x 100% = \$0.00

Permanent Easement (All Others): 19,813.62 SF x \$0.00 / SF x 50% = \$0.00

Temporary Easement: 46,232.36 SF x \$1.31/SF x 10% x 1.0 years) = \$6,056.44

Other Considerations: = \$0.00

Total Compensation: (Rounded Up) \$6,057.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition</u>. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. <u>Possession</u>. Possession shall be upon receipt of funds.
- 6. <u>Conveyance.</u> Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
- 7. Time is of the Essence. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
- 9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this day of	MARCH , 20 24.
REPR By	y: Don Clark, Director of Municipal Utilities
THIS OFFER IS ACCEPTED on this 5th	_day of
Ву	y: Ashley Johnson
Approved by the City Council of the Ci	ty of Ankeny, Iowa on the day of
, 20, b	by Resolution No
By	y: Mark E. Holm, Mayor
A	ttest: Michelle Yuska, City Clerk

.

## TEMPORARY CONSTRUCTION EASEMENT

### KNOW ALL BY THESE PRESENTS:

The undersigned, DAA PROPERTIES, LC

as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County under, across, and through the following described real estate: (hereinafter referred to

### See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

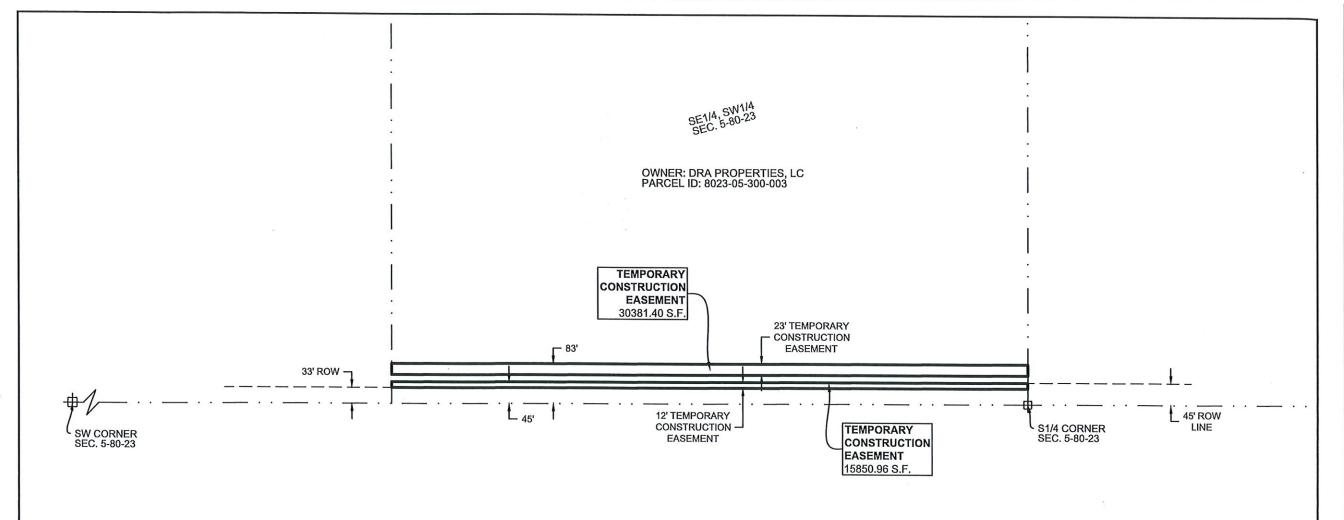
# NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT

any and all of said improvements and all appurtenances thereto, together with the right to use said In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, improvements as it deems necessary. The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

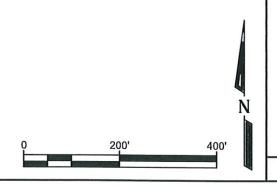
will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate. This easement shall be for the period of time necessary to construct this improvement and

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this $\mathcal{D}$ $\mathcal{L}$ $L$	hands this day of
Signed Signed Ashly I hason, Chief Operating Print Name and Title  9their	Signed Print Name and Title
SELLER'S ALL PURPOSE ACKNOWLEDGMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF TOWA } COUNTY OF POLK   Sis:	INDIVIDUAL   CORPORATE   Title(s) of Corporate Officer(s)
ne undersigned, a Notary Public in and for said	Corporate Seal is affixed
to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within	X PARTNER(s):   X Limited Partnership   General Partnership
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	— ATTORNEY-IN-FACT — EXECUTOR(s) or TRUSTEE(s) — GUARDIAN(s) or CONSERVATOR(s) OTHER:
(NOTARY SEAL) hay (North (Sign in Ink)) Commission Number 737958 (Acy (North ) Print Name)	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)
Notary Public in and for the State of Colour	
ACCEPTANCE BY CITY	
STATE OF IOWA, COUNTY OF POLK, ss:	
I,, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No, passed on the day of, and this certificate is made pursuant to authority	City Clerk of the City of Ankeny, Iowa, do hereby lent was duly approved and accepted by the City passed on the day of and this certificate is made pursuant to authority
contained in said Resolution.	4
Signed this day of	, 20
C 144:0	They of the Often of Autony Towns



Easement Description - Temporary Construction:
The North 12.00 feet of the South 45.00 feet and the North 23.00 feet of the South 83.00 feet of the Southeast Quarter of the Southwest Quarter of Section 5, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, all together containing 46232.36 s.f.





Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103 I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R.Belgoll

R. BRADLEY STUMBO, PLS License number 17161

My license renewal date is December 31, 2025.

2/25/24 DATE DE 17161 BONNELLING ON A LAND SHITTING ON A LAND SH

JOB# 7020.013

DATE: 2/16/24

PAGE 1 OF 1

WHEN RECORDED RETURN TO: City of Ankeny Attn: City Clerk 410 West First Street Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450 Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

### PERMANENT WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

PROPERTIES DAY The undersigned,

hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

### See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

### Public Water Main and Appurtenances

- Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area. 1
- Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. d

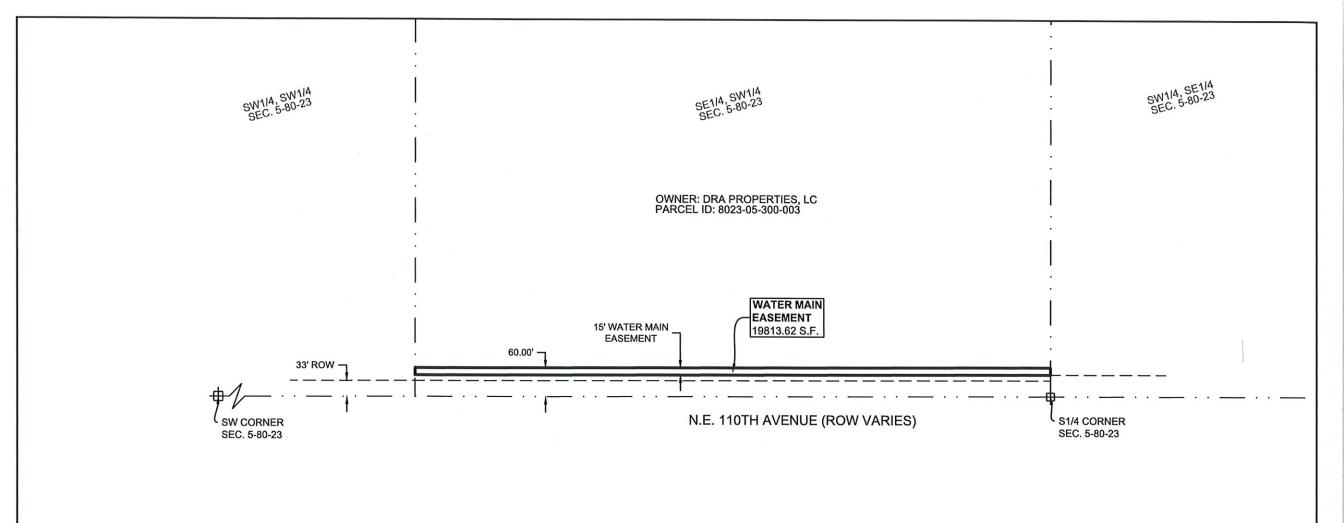
material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

- Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees. 'n
- Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement 4.
- <u>Liability.</u> Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, intentional acts or omissions of Grantor or its employees, agents, or representatives. Ś
- Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public. છં
- Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns. ۲.

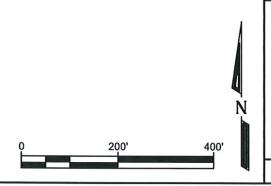
The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this $\mathcal{NUVV}$ .	fixed our hands this day of
Signed Polar	Signed
Ashlun Jihnson, Chief Oparehor, Print Name and Title	Print Name and Title
SELLER'S ALL PURPOSE ACKNOWLEDGMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF TOWA SCOUNTY OF POLVE ss:	INDIVIDUAL   CORPORATE   Title(s) of Comorate Officer(s)
On this Aday of March, A.D. 20 24 before me, the undersigned, a Notary Public in and for said State, personally appeared Ashley Sohn Sch	
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.	,   X PARTNER(s):
Commission Number 737958  My Commission Expires  My Commission Expir	
Notary Public in and for the State of COUNTY	
ACCEPTANCE BY CITY	
STATE OF IOWA, COUNTY OF POLK, ss:	
oregoing instrum lution No	City Clerk of the City of Ankeny, Iowa, do hereby lent was duly approved and accepted by the City passed on the day of and this certificate is made pursuant to authority
contained in said Kesolution.	
Signed this day of	., 20
	City Clerk of the City of Ankeny Iowa

		1	



Easement Description - Water Main: The North 15.00 feet of the South 60.00 feet of the Southeast Quarter of the Southwest Quarter of Section 5, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, containing 19813.62 s.f.



STRAND ASSOCIATES"

Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. BRADLEY STUMBO, PLS

License number 17161

My license renewal date is December 31, 2025.

DE 17161 BOWA JOHN JONAL LAND SHITTING PROPERTY OWA ... WALL LAND SHE

JOB# 7020.013

DATE: 2/09/24

PAGE 1 OF 1

	•	



### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

### SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 4)

### **EXECUTIVE SUMMARY:**

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

### FISCAL IMPACT: No

The compensation for the temporary construction easement is \$7,433.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$7,433.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting the permanent water main easement

and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

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

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

### PUBLIC OUTREACH EFFORTS:

### ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

### Click to download

- Purchase Agreement Permanent and Temporary Easements
- Resolution
- ☐ <u>Temporary Construction Easement</u>
- Permanent Water Main Fasement

### CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:

DRA Properties 1525 NE 36<sup>th</sup> Street Ankeny, IA 50021

- 1. <u>Property Description.</u> The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Ankeny agrees to pay \$7,433.00, calculated as follows:

Fee Title (Warranty Deed): 000 SF x \$0.00 / SF x 100% = \$0.00

Permanent Easement (All Others): 38,965.53 SF x \$0.00 / SF x 50% =\$0.00

Temporary Easement: 56,733.90 SF x \$1.31/SF x 10% x 1.0 years) = \$7,432.14

Other Considerations: = \$0.00

Total Compensation: (Rounded Up) \$7,433.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition</u>. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. Possession. Possession shall be upon receipt of funds.
- 6. <u>Conveyance</u>. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
- 7. Time is of the Essence. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
- 9. <u>Execution of Offer.</u> This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this day of	ARCH , 20 24.
Ву:	NTING THE CITY OF ANKENY, IOWA  World Clark  Don Clark, Director of Municipal Utilities
THIS OFFER IS ACCEPTED on this day	of <u>March</u> , 20 24.
By:	Ashley Johnson
Approved by the City Council of the City of	Ankeny, Iowa on theday of
,	solution No
By:	Mark E. Holm, Mayor
Attest:	Michelle Yuska, City Clerk

### **RESOLUTION 2024-XXX**

### A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT IN ANKENY, IOWA

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by DRA Properties, LC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from DRA Properties, LC.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

Mark E. Ho	olm, Mayor	
ATTEST:		

## TEMPORARY CONSTRUCTION EASEMENT

### KNOW ALL BY THESE PRESENTS:

The undersigned, DA Propartes, LC

(hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County under, across, and through the following described real estate:

### See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

# NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT

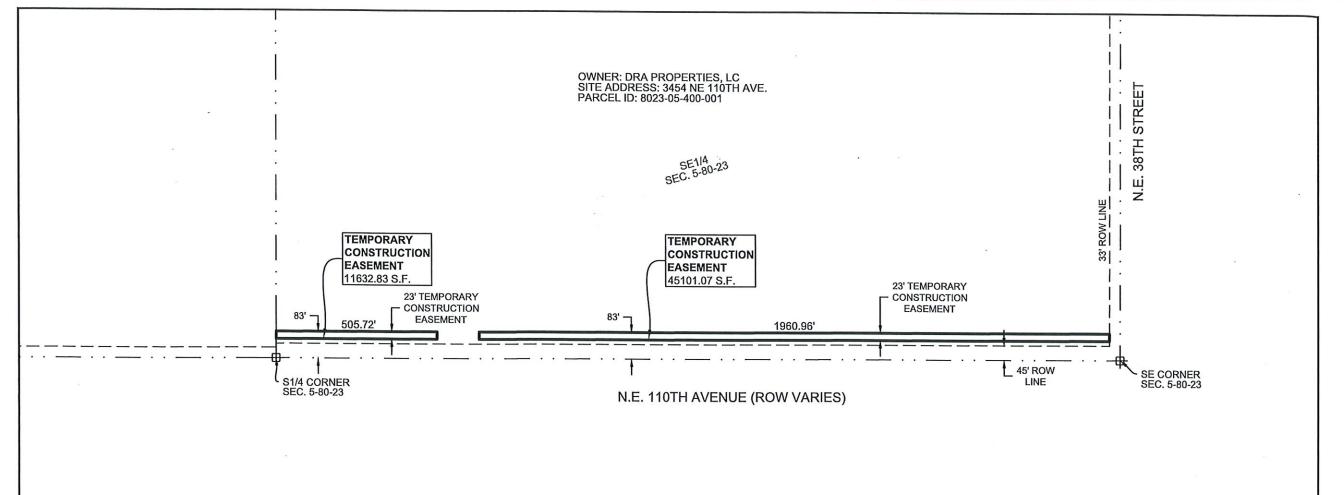
In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary. The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

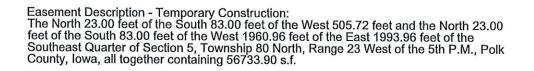
sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate. This easement shall be for the period of time necessary to construct this improvement and provided, however, the Grantee shall have the right to access the real estate after said date for the will expire upon the date of final acceptance of the project by the City Council of the Grantee;

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this march. 20 24.	hands this day of
ashingson	
Signed Signed	
Ashley Johnson, Chief Opendon, Print Name and Title Print N	Print Name and Title
SELLER'S ALL PURPOSE ACKNOWLEDGMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF LOUCE STATE OF POLL ss:	INDIVIDUAL   CORPORATE
On this Stay of Mored, A.D. 20 24, before me, the undersigned, a Notary Public in and for said State, personally appeared Asker Stay	Litle(s) of Corporate Officer(s)  Corporate Seal is affixed
to me personally known	No Corporate Seal procured  PARTNER(s):  I imited Bottombia
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the	General Partnership —— General Partnership —— ATTORNEY-IN-FACT
same in misment men authorized capacity (183), and that by misment signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	GUARDIAN(s) or CONSERVATOR(s)  OTHER:
Commission Expires  Commission Expires  Commission Expires  Commission Expires  Tree cate Normality (Print Name)	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)
Notary Public in and for the State of Lange	
ACCEPTANCE BY CITY	
STATE OF IOWA, COUNTY OF POLK, ss:	
coregoing instrum lution No.	City Clerk of the City of Ankeny, Iowa, do hereby ent was duly approved and accepted by the City passed on the day of and this certificate is made pursuant to authority
contained in said Kesolution.	
Signed this day of	, 20

City Clerk of the City of Ankeny, Iowa







I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of lowa.

2/23/24

R. BRADLEY STUMBO, PLS

DATE

License number 17161

My license renewal date is December 31, 2025.

PROPERSONAL LAND SHILLING

JOB# 7020.013

600'

DATE: 2/16/24

PAGE 1 OF 1

		1

WHEN RECORDED RETURN TO: City of Ankeny Attn: City Clerk 410 West First Street Ankeny, IA 50023 Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450 Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

### PERMANENT WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

PROPERES 1)4

The undersigned, I) It Problems, LC hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

### See Attached Permanent Easement Plat

of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose following public improvements:

### Public Water Main and Appurtenances

- rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited Right of Access. The City shall have the right of access to the Easement area and have all to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.  $\ddot{\vdash}$
- Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. 7

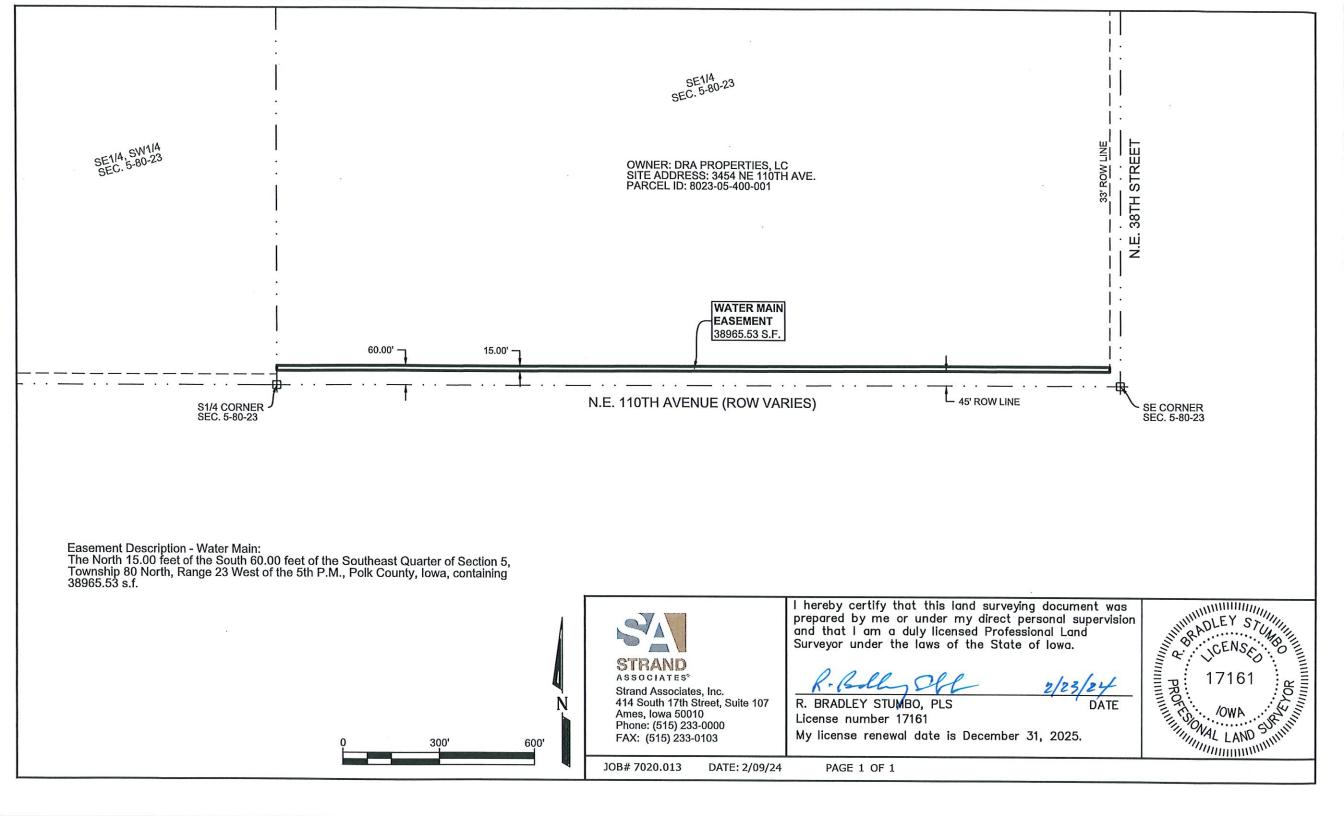
material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

- change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, Grantor and its grantees, assigns, and transferees shall not Change of Grade Prohibited. 'n
- Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement or shrubs). 4.
- agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives. nor the property damage or any improvements or obstructions thereon resulting from the employees, agents, or its representatives, the City shall not be liable for injury or property Except as may be caused by the negligent acts or omissions of the City, its damage occurring in or to the Easement Area, the property abutting said Easement Area, City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, Liability. ς.
- Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public. 6.
- Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns. 7

said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this $\frac{2^{11}}{100000000000000000000000000000000$	Jo
Medel	1
Signed	
Ashley Ishnon, Chief Greens Print Name and Title Print Name and Title	1
SELLER'S ALL PURPOSE ACKNOWLEDGMENT	<b>∷</b> l
STATE OF TO USAL  COUNTY OF POUL   SS:   CORPORATE   Title(s) of Corporate Officer(s)	
ndersigned, a Notary Public in and and As New Source	
or proved to me on the basis of satisfactory evidence   X PARTNER(s):    X PARTNER(s):   X PARTNER(s):   X Limited Partnership	
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their EXECUTOR(s) or TRUSTEE(s) signature(s) on the instrument the person(s), or the entity upon behalf CUARDIAN(s) or CONSERVATOR(s) of which the person(s) acted executed the instrument.	)R(s)
(NOTARY SEAL)  TRACY L. NEMITZ  TRACY L. NEMITZ  TRACY L. NEMITZ  TRACY L. NEMITZ  Commission Number 737938  Commission Expires  My Commi	(8)
Notary Public in and for the State of London	
ACCEPTANCE BY CITY	
STATE OF IOWA, COUNTY OF POLK, ss:	
certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No, passed on the day of, and this certificate is made pursuant to authority.	sby City 7 of
Signed this	
City Clerk of the City of Ankeny, Iowa	

,				
	. •			
		·		





### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

### SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 5)

### **EXECUTIVE SUMMARY:**

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

### FISCAL IMPACT: No

The compensation for the temporary construction easement is \$11,959.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$11,959.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting the permanent water main easement

and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

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

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

### PUBLIC OUTREACH EFFORTS:

### **ACTION REQUESTED:**

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

### Click to download

- Resolution
- Purchase Agreement Permanent and Temporary Easements
- ☐ <u>Temporary Construction Easement</u>
- Permanent Water Main Easement

### **RESOLUTION 2024-XXX**

### A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT IN ANKENY, IOWA

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by DRA Properties, LC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from DRA Properties, LC.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

Mark E. Holm, Ma	yor .	
ATTEST:		

### CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:

DRA Properties 1525 NE 36<sup>th</sup> Street Ankeny, IA 50021

- 1. <u>Property Description.</u> The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Ankeny agrees to pay \$11,959.00, calculated as follows:

Fee Title (Warranty Deed): 000 SF x \$0.00 / SF x 100% = \$0.00

Permanent Easement (All Others): 39,124.13 SF x \$0.00 / SF x 50% = \$0.00

Temporary Easement: 91,289.73SF x \$1.31/SF x 10% x 1.0 years) = \$11,958.95

Other Considerations: = \$0.00

Total Compensation: (Rounded Up) \$11,959.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition.</u> The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. Possession. Possession shall be upon receipt of funds.
- 6. <u>Conveyance.</u> Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
- 7. <u>Time is of the Essence</u>. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
- 9. <u>Execution of Offer.</u> This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this d	ay of	MARCH	, 20 24	_1
	REPRES By:		HE CITY OF ANKEN	Y, IOWA
		Don Clark	, Director of Municipa	l Utilities
THIS OFFER IS ACCEPTED on this	5 <sup>th</sup> _d	ay of	March	_, 20 <u>24</u> .
	Ву:	Ashley Jo	hnson della	
Approved by the City Council of	the City o	of Ankeny, I	owa on the	_ day of
, 20	, by F	Resolution N	0	·
· ·	Ву:	Mark E. H	Iolm, Mayor	
	Attes	t:	Yuska, City Clerk	

## TEMPORARY CONSTRUCTION EASEMENT

### KNOW ALL BY THESE PRESENTS:

The undersigned, DA PROPERTIES, LC

of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County under, across, and through the following described real estate:

### See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

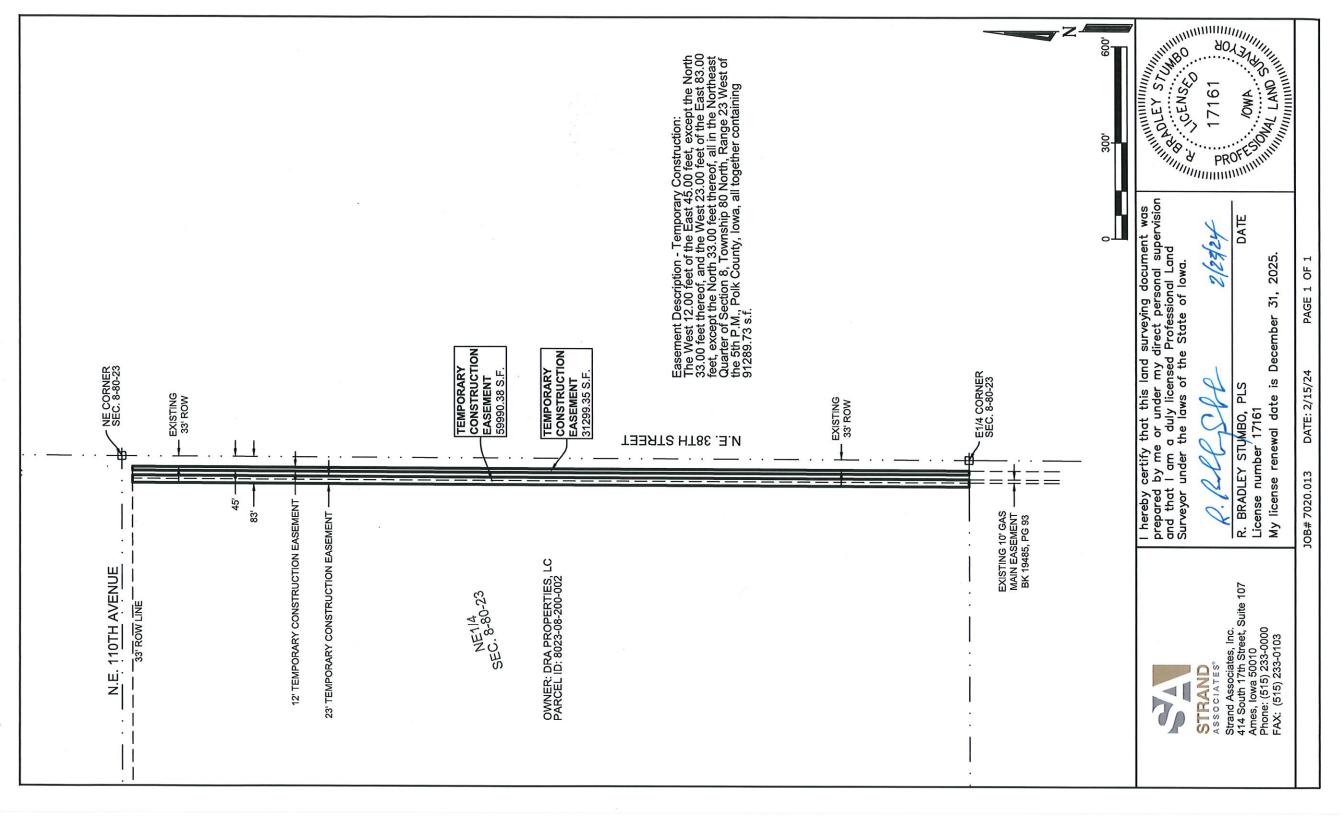
# NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT

any and all of said improvements and all appurtenances thereto, together with the right to use said In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, improvements as it deems necessary. The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate. This easement shall be for the period of time necessary to construct this improvement and

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

	IN WITNESS WHEREOF, we have hereunto affixed our hands this march 20 24.   Johnson, 20 24.  Signed Signed Signed Signed Signed Signed Signed Signed Signed Signed Signed Signed Signed Signed Signed Signed State of Title State of Toward State of Toward State of Toward State of Toward State of Toward State On this 5th day of March A.D. 20 24, Title(s) On this 5th day of March A.D. 20 24, Title(s)	ed our hands this day of day of Signed  Signed  Print Name and Title     CAPACITY CLAIMED BY SIGNER:   CORPORATE
# BS	before me, the undersigned, a Notary Public in and for said State, personally appeared Ash Let John School Dersonally appeared Ash Let John School Dersonally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  TRACCLARMENTAL  TRACCLARMENTAL  TRACCLARMENTAL  My Commission Number 737958  My Commission Expires February 13, 2027  Notary Public in and for the State of	Corporate Seal is affixed  No Corporate Seal procured  PARTNER(s):  Limited Partnership  General Partnership  ATTORNEY-IN-FACT  EXECUTOR(s) or TRUSTEE(s)  GUARDIAN(s) or CONSERVATOR(s)  OTHER:  List name(s) of entity(ies) or person(s)  UMA Ploperatics  List name(s) of entity(ies) or person(s)
	ACCEPTANCE BY CITY STATE OF IOWA, COUNTY OF POLK, ss:	
	Council of said City by Resolution No, and this certificate is made pursuant to authority contained in said Resolution.	City Clerk of the City of Ankeny, Iowa, do hereby nent was duly approved and accepted by the City passed on the day of and this certificate is made pursuant to authority
	Signed this day of	, 20
	City Cle	City Clerk of the City of Ankeny, Iowa



•			

WHEN RECORDED RETURN TO: City of Ankeny Attn: City Clerk 410 West First Street Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450 Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

### PERMANENT WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

Proporties, LC 70

The undersigned, Dth Properties , LC hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00); and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

### See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

### Public Water Main and Appurtenances

- Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.  $\ddot{\vdash}$
- Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited.  $\ddot{c}$

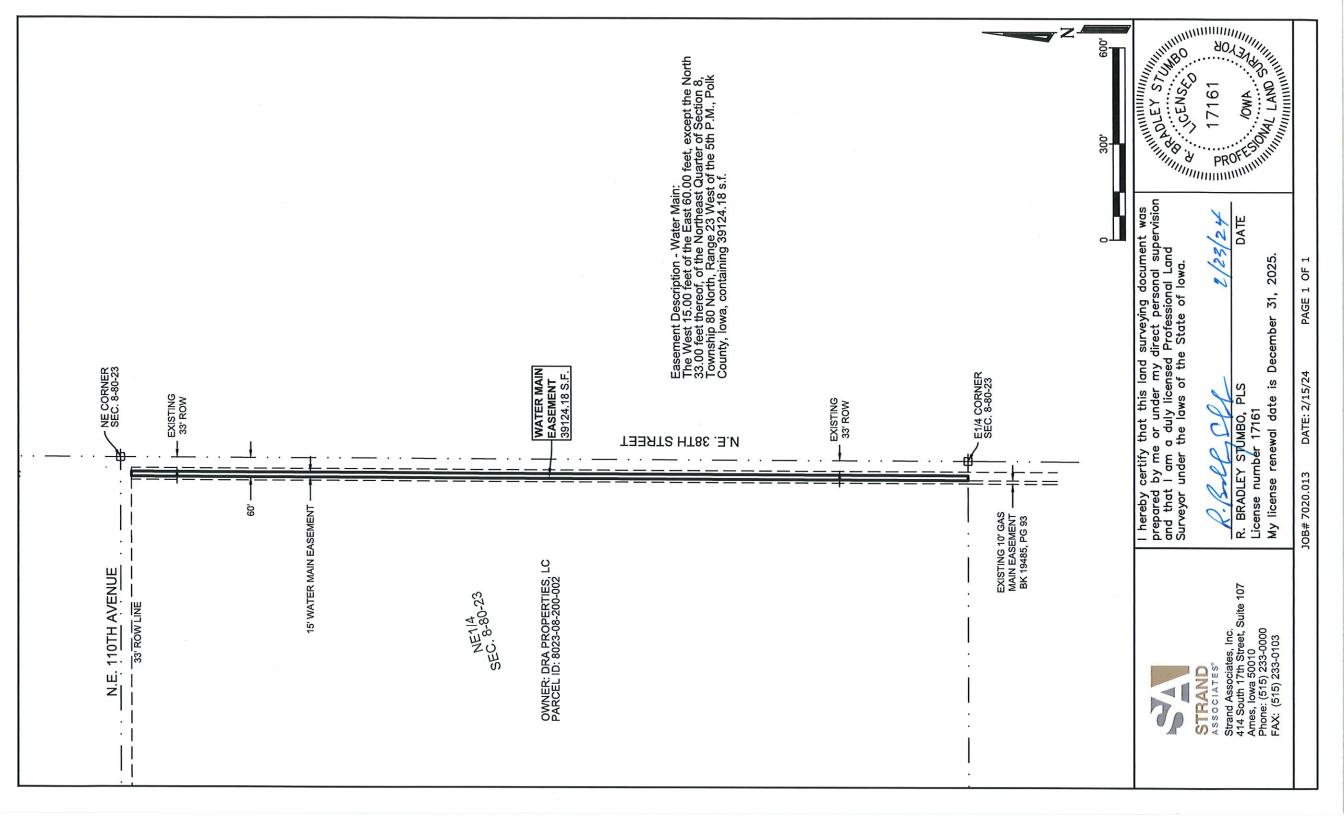
material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

- change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, Grantor and its grantees, assigns, and transferees shall not Change of Grade Prohibited. assigns, or transferees. æ.
- hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Property to be Restored. The City shall restore the Easement area after exercising its rights 4;
- nor the property damage or any improvements or obstructions thereon resulting from the agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or <u>Liability.</u> Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, intentional acts or omissions of Grantor or its employees, agents, or representatives. 5.
- Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public. 6.
- <u>Easement Runs with Land.</u> This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns. 7

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this $0.24$ .	nands this day of
Signed Signed Signed	
Ashley Jahnson, Chief Opushry Print Name and Title Official	Print Name and Title
SELLER'S ALL PURPOSE ACKNOWLEDGMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF TOUCH } COUNTY OF POWER   SS:	NDIVIDUAL CORPORATE Title(s) of Corporate Officer(s)
ne undersigned, a Notary Public in and	
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	X PARTNER(s):   X Limited Partnership   General Partnership   ATTORNEY-IN-FACT   EXECUTOR(s) or TRUSTEE(s)   GUARDIAN(s) or CONSERVATOR(s)   OTHER:
MACCAE. NEMITZ  Munission Number 737958  My Commission Expires  February 13, 2027  Notary Public in and for the State of Tenuco	List name(s) of entity(ies) or person(s)  Description of properation of the properation o
ACCEPTANCE BY CITY	
STATE OF IOWA, COUNTY OF POLK, ss:	
Certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No, and this certificate is made pursuant to authority.	City Clerk of the City of Ankeny, Iowa, do hereby ment was duly approved and accepted by the City passed on the day of and this certificate is made pursuant to authority
contained in said Resolution.	
Signed this day of	, 20
City C	City Clerk of the City of Ankeny, Iowa

•				•	•		
			•				
		•	· ·				
	•						
				-			
				•			







### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

### SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Susan Albaugh)

### **EXECUTIVE SUMMARY:**

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from Susan Albaugh to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

### FISCAL IMPACT: No

The compensation for the temporary construction easement is \$11,962.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$11,962.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting the permanent water main easement

and temporary construction easement from Susan Albaugh to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

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

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

### PUBLIC OUTREACH EFFORTS:

### ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

### Click to download

- Purchase Agreement Permanent and Temporary Easements
- Resolution
- ☐ <u>Temporary Construction Easement</u>
- Permanent Water Main Easement

### CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:

Susan Albaugh Revocable Trust

1525 NE 36<sup>th</sup> Street Ankeny, IA 50021

- 1. <u>Property Description</u>. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Ankeny agrees to pay \$11,962.00, calculated as follows:

Fee Title (Warranty Deed): 0 SF x \$0.00 / SF x 100% = \$0.00

Permanent Easement (All Others): 39,131.70 SF x \$0.00 / SF x 50% =\$0.00

Temporary Easement: 91,307.22 SF x \$1.31/SF x 10% x 1.0 years) = \$11,961.25

Other Considerations: = \$0.00

Total Compensation: (Rounded Up) \$11,962.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition</u>. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. <u>Possession</u>. Possession shall be upon receipt of funds.
- 6. <u>Conveyance.</u> Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
- 7. Time is of the Essence. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
- 9. <u>Execution of Offer.</u> This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 7th day of	MARCH , 20 24.
REPR By	y: Don Clark, Director of Municipal Utilities
THIS OFFER IS ACCEPTED on this 5 <sup>th</sup>	_day of
Ву	y: Susan Albaugh  , 20 24.  Susan Albaugh
Approved by the City Council of the Ci	ty of Ankeny, Iowa on the day of
	by Resolution No
By	y: Mark E. Holm, Mayor
A	ttest: Michelle Yuska, City Clerk

.

### **RESOLUTION 2024-XXX**

### A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT IN ANKENY, IOWA

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by Susan Albaugh to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from Susan Albaugh.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

Mark E. Holm, Mayor	
ATTEST:	

## TEMPORARY CONSTRUCTION EASEMENT

### KNOW ALL BY THESE PRESENTS:

The undersigned, Susan ALDAUGH

consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement as "Grantor"), in consideration of mutual benefit and other valuable under, across, and through the following described real estate: (hereinafter referred to

### See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, lowa, for the purpose of the access, construction, and installation of the following described public improvements:

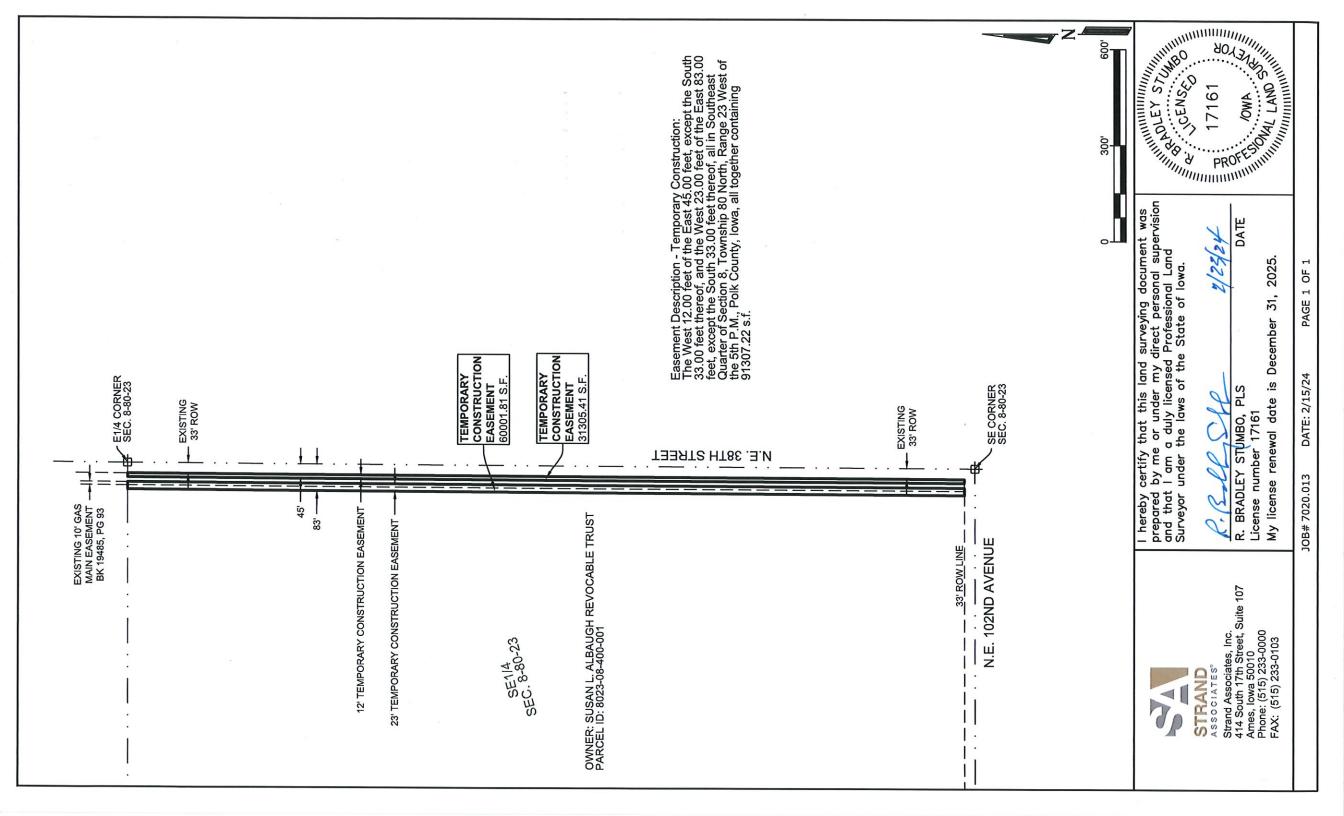
# NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary. The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate. will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of This easement shall be for the period of time necessary to construct this improvement and

said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

	IN WITNESS WHEREOF, we have hereunto affixed our hands this $\frac{27}{\text{March}}$ day of $\frac{24}{\text{Log}}$ .
	Shan Chraush
	Signed
	Susan Albaugh, Truster
	Print Name and Title
	SELLER'S ALL PURPOSE ACKNOWLEDGMENT
	SS:
	On this 5 day of March , A.D. 20 24, before me, the undersigned, a Notary Public in and for said State, Cornorate Seal is affixed
	xecuted the by his/her/their ity upon behalf
Profitered Park	of which the person(s) acted, executed the instrument.
SEAL TON	Commission Number 8196 Ly E Johnson (Print Name)
AMO/	Notary Public in and for the State of $\mathcal{MM}$
	ACCEPTANCE BY CITY
	STATE OF IOWA, COUNTY OF POLK, ss:
	Certify that the within and foregoing instrument was duly approved and accepted by the City of Ankeny, Iowa, do hereby
	and this certificate is made pursuant to a
	Signed this day of
	City Clerk of the City of Ankeny, Iowa



·	•		

WHEN RECORDED RETURN TO: City of Ankeny Attn: City Clerk 410 West First Street Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

### PERMANENT WATER MAIN EASEMENT

### KNOW ALL BY THESE PRESENTS:

ALDAVAH SUSAN

The undersigned, SUSMA ALBAY4H
hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

### See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

### Public Water Main and Appurtenances

- Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area. ij
- Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited.  $\alpha$

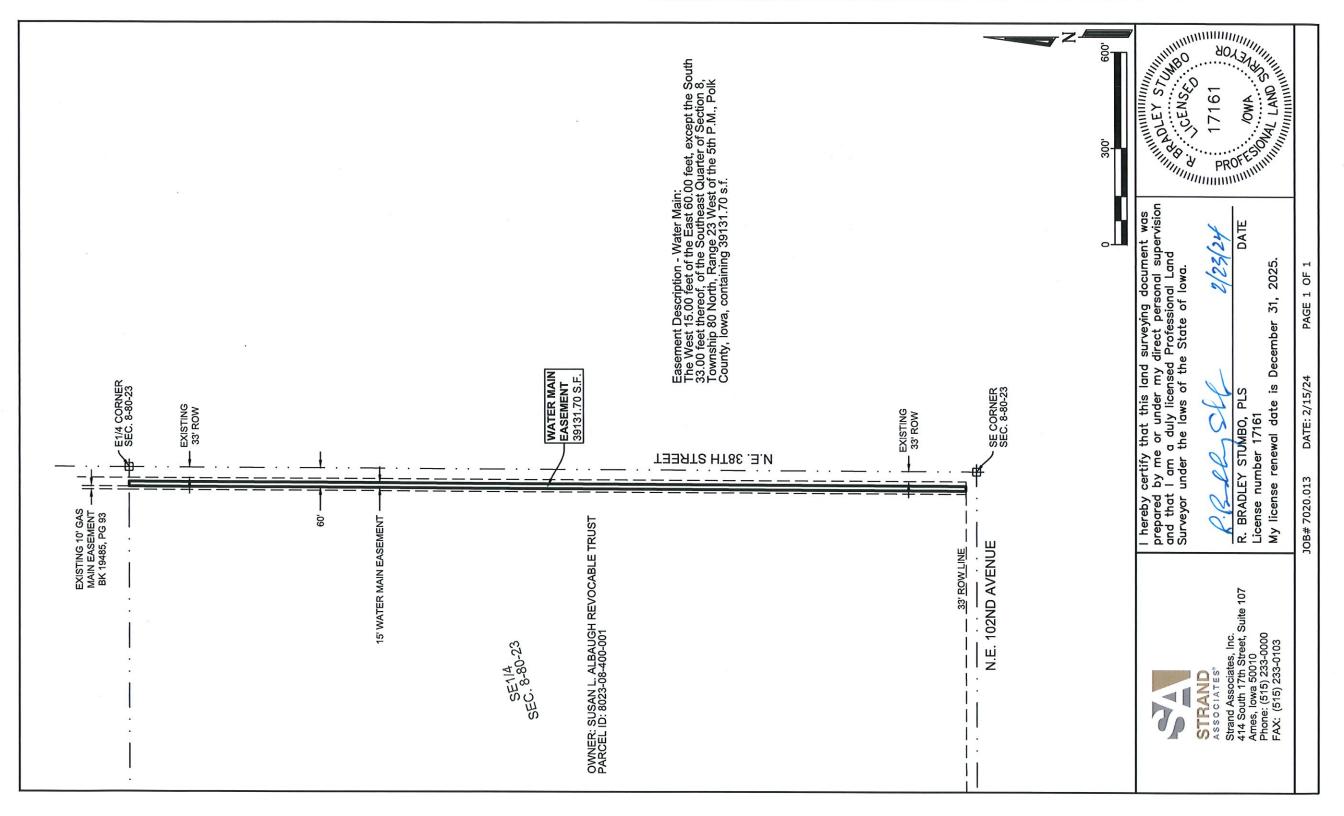
material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

- change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes Grantor and its grantees, assigns, and transferees shall not elevation, or contour without prior written consent of the Grantor, its grantees, Change of Grade Prohibited. assigns, or transferees. in grade, 33
- or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, Property to be Restored. 4.
- Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent intentional acts or omissions of Grantor or its employees, agents, or representatives. δ.
- Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public. 9
- Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns. ۲,

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this $1000000000000000000000000000000000000$	nds this day of
Signed Signed Signed Signed Thuster	
and Title	Print Name and Title
SELLER'S ALL PURPOSE ACKNOWLEDGMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF $\frac{\hbar \omega}{Poll}$ } ss:  On this $5^{4}_{day of}$ $\mathcal{M}_{day of}$ $\mathcal{M}_{day of}$ A.D. 20 $2\psi$ ,	X INDIVIDUAL CORPORATE Title(s) of Corporate Officer(s)
ed, a Notary Public in and	Corporate Seal is affixed No Corporate Seal procured
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their	PARTNER(s): Limited Partnership General Partnership ATTORNEY-IN-FACT EXECUTOR(s) or TRUSTEE(s)
of which the person(s) acted, executed the instrument.  NOTARY SEAL)  SHEEV FIZABETH (Sign in Ink)	OTHER:  SIGNER IS REPRESENTING:
My Commission Expires  Notary Public in and for the State of AMM  Out 12, 2025	Susan Achtural Achtural Susan (s)
ACCEPTANCE BY CITY	
STATE OF IOWA, COUNTY OF POLK, ss:	
instrum	City Clerk of the City of Ankeny, Iowa, do hereby ment was duly approved and accepted by the City passed on the day of
contained in said Resolution.	and this certificate is made pursuant to authority
Signed this day of	., 20
City Cler	City Clerk of the City of Ankeny, Iowa

		·	





### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

### SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (NDA Farms)

### **EXECUTIVE SUMMARY:**

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from NDA Farms to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

### FISCAL IMPACT: No

The compensation for the temporary construction easement is \$12,619.00. The compensation for the permanent water main easement is \$26,868.00, which brings the total compensation to \$39,487.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

### CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting the permanent water main easement

and temporary construction easement from NDA Farms to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

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

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

### PUBLIC OUTREACH EFFORTS:

### ACTION REQUESTED:

### ADDITIONAL INFORMATION:

### ATTACHMENTS:

### Click to download

- Purchase Agreement Permanent and Temporary Easements
- Resolution
- ☐ <u>Temporary Construction Easement</u>
- Permanent Water Main Easement

### CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:

NDA Farms, LLC 2296 W. 138<sup>th</sup> St. N Colfax, IA 50054

- 1. <u>Property Description.</u> The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Ankeny agrees to pay \$39,487.00, calculated as follows:

Fee Title (Warranty Deed): 0 SF x \$0.00 / SF x 100% = \$0.00

Permanent Easement (All Others): 18,466.01SF x \$2.91/SF x 50% = \$26,868.04

Temporary Easement: 43,363.13SF x \$2.91/SFx10% x 1.0 years) = \$12,618.67

Other Considerations: = \$0.00

Total Compensation: (Rounded Up) \$39,487.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition</u>. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. <u>Possession</u>. Possession shall be upon receipt of funds.
- 6. <u>Conveyance.</u> Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
- 7. <u>Time</u> is of the Essence. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
- 9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this day of, 20_24
By: Don Clark, Director of Municipal Utilities
THIS OFFER IS ACCEPTED on this day of March, 20 24.  By: Connie Veasman
Approved by the City Council of the City of Ankeny, Iowa on the day of, 20, by Resolution No
By:  Mark E. Holm, Mayor
Attest: Michelle Yuska, City Clerk

### **RESOLUTION 2024-XXX**

### A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT IN ANKENY, IOWA

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by NDA Farms, LLC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from NDA Farms, LLC.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

Mark E. H	olm, Mayor	
ATTEST:		

## TEMPORARY CONSTRUCTION EASEMENT

### KNOW ALL BY THESE PRESENTS:

The undersigned, NOA GARMS, UC

(hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

### See Attached Temporary Easement Exhibit

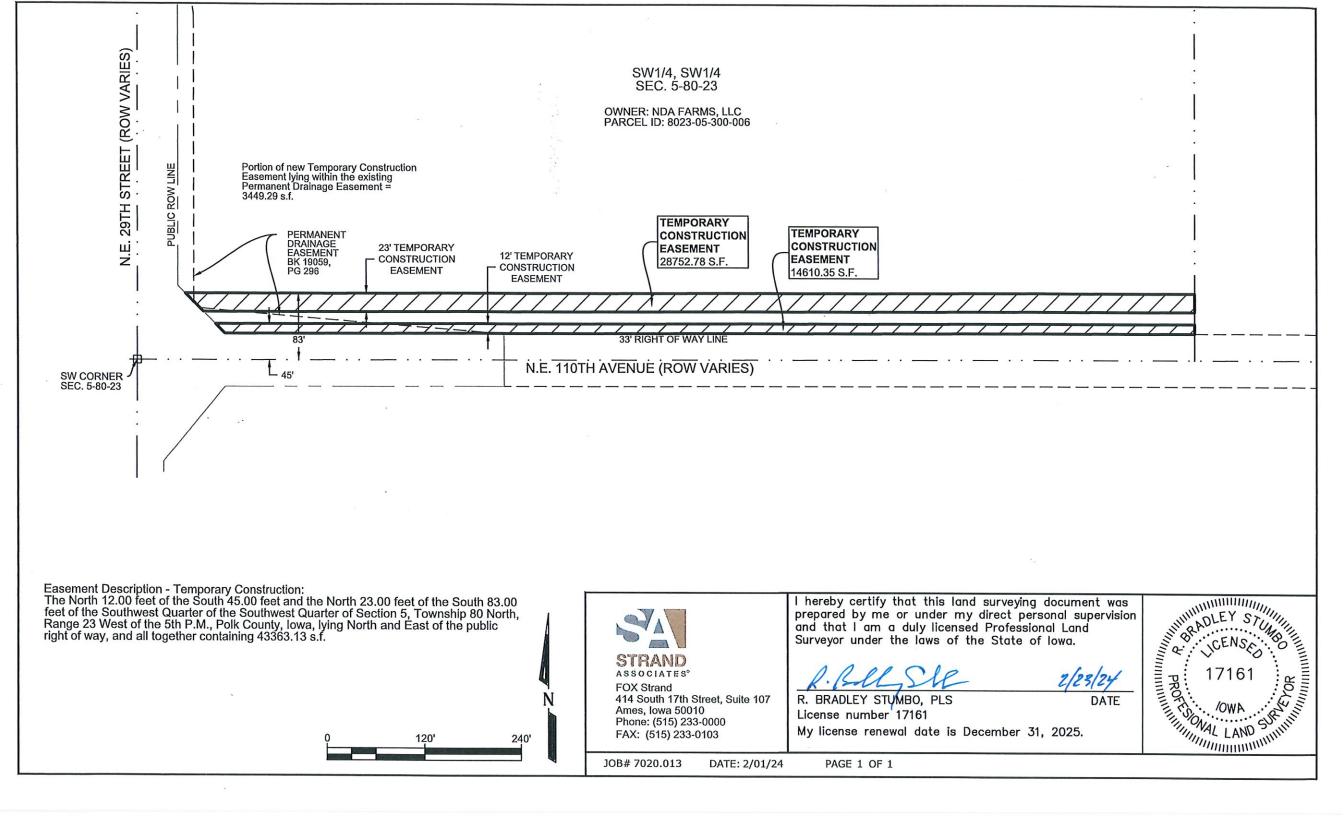
The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

# NE 36<sup>th</sup> STREET AND NE 38<sup>th</sup> STREET WATER MAIN PROJECT

have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said In connection herewith it is specifically agreed that by this easement, the Grantee shall improvements as it deems necessary. The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate. This easement shall be for the period of time necessary to construct this improvement and

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.



•			

WHEN RECORDED RETURN TO: City of Ankeny Atm: City Clerk 410 West First Street Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450. Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

# PERMANENT WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

FARMS NDA The undersigned,

hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

# See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

## Public Water Main and Appurtenances

- rights of ingress and egress reasonably necessary for the use and enjoyment of the Right of Access. The City shall have the right of access to the Easement area and have all Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area. ;
- Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited.  $\alpha$

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

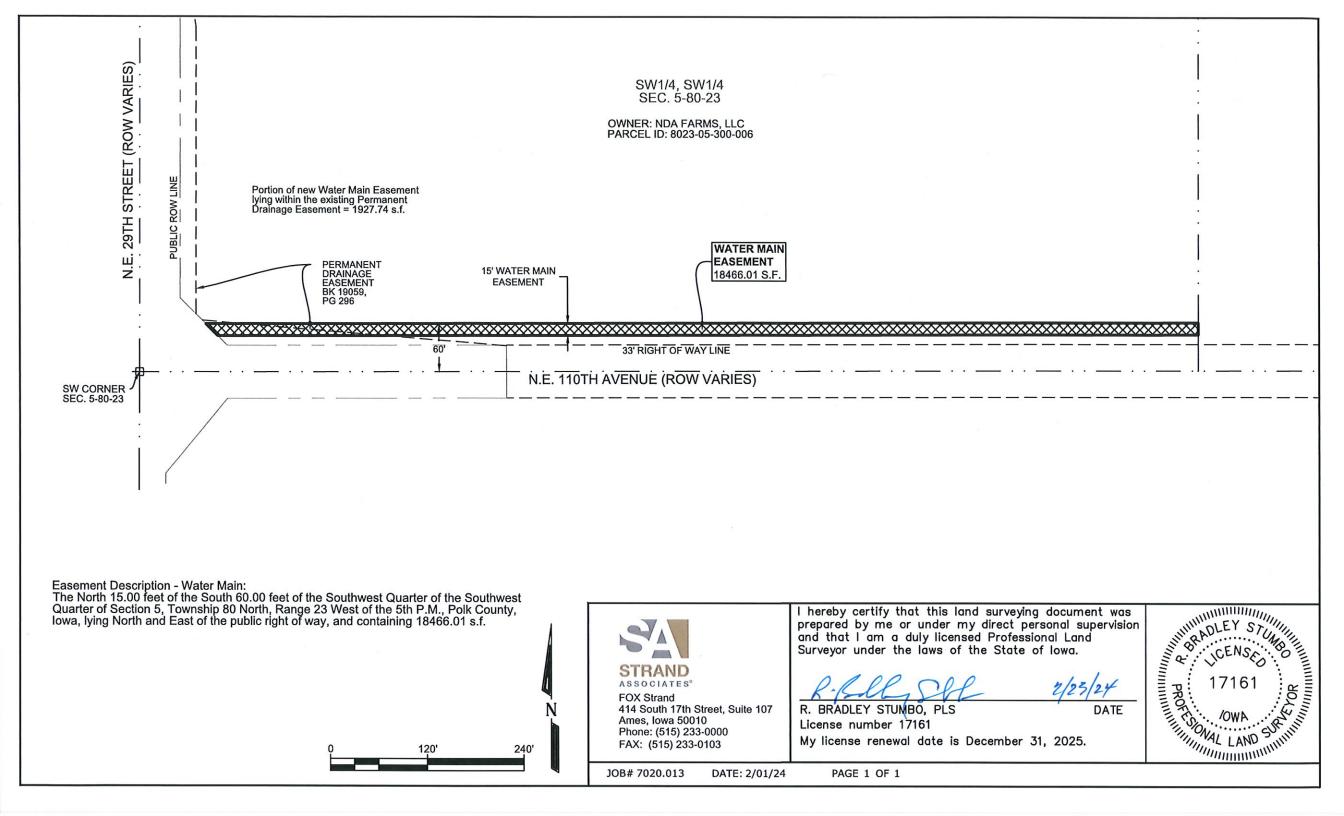
- change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not assigns, or transferees. 'n
- hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Property to be Restored. The City shall restore the Easement area after exercising its rights 4;
- <u>Liability.</u> Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property nor the property damage or any improvements or obstructions thereon resulting from the agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or damage occurring in or to the Easement Area, the property abutting said Easement Area, City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, intentional acts or omissions of Grantor or its employees, agents, or representatives. Ś
- Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public. 6
- Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns. ۲.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

		$\mathcal{O}_{\mathbf{i}}$				
ed our hands this day of Signed Signed Print Name and Title	CAPACITY CLAIMED BY SIGNER:   INDIVIDUAL   CORPORATE   Title(s) of Corporate Officer(s)   Corporate Seal is affixed	No Corporate Seal procured PARTNER(s): Limited Partnership General Partnership ATTORNEY-IN-FACT EXECUTOR(s) or TRUSTEE(s) GUARDIAN(s) or CONSERVATOR(s) OTHER: List name(s) of entity(ies) or person(s)		City Clerk of the City of Ankeny, Iowa, do hereby ment was duly approved and accepted by the City bassed on the day of and this certificate is made pursuant to authority	., 20 City Clerk of the City of Ankeny, Iowa	
IN WITNESS WHEREOF, we have hereunto affixed our hands this 30 20 21.  Signed  Signed  Print Name and Title Membay	SELLER'S ALL PURPOSE ACKNOWLEDGMENT  STATE OF }  COUNTY OF }  SS:  On this day of    Defore me, the undersigned, a Notary Public in and for said State, personally appeared Countie	to me personally known  or Eproved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  BRENDA FUGI.SANG  Of which the person(s) acted, executed the instrument.  My Commission Expires  Notary Public in and for the State of  Or My Commission Expires  Notary Public in and for the State of  Or My Commission Expires   ACCEPTANCE BY CITY STATE OF IOWA, COUNTY OF POLK, ss:	Council of said City by Resolution No.  Contained in said Resolution.	Signed this day of		

	·		







## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Deliver Exceptional Service
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	

## SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with Prairie Trail Commercial, L.L.C., concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan, in the City of Ankeny, Iowa.

## **EXECUTIVE SUMMARY:**

Prairie Trail Commercial, L.L.C. has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1 Site Plan. The approved Traffic Impact Study shows that repaving of the SW 16<sup>th</sup> Street/SW School Street and SW 18<sup>th</sup> Street/SW School Street intersections is necessary for crosswalk ADA compliance. The Traffic Study also shows the need to convert the intersection of SW 16<sup>th</sup> Street and SW School Street to an all-way stop. The Intersection Improvements are not currently programmed into the City's Capital Improvement Program (CIP).

The Developer will design and construct the Intersection Improvements as part of the public improvements required for the Project. The City agrees to reimburse the Developer for the design and construction costs for the Intersection Improvements, not to exceed \$116,000.00 within thirty (30) days after the public improvements for the Project have been completed and accepted by the City Council.

## CITY MANAGER'S RECOMMENDATIONS:

Approve the Development Agreement with Prairie Trail Commercial, L.L.C. for the construction of intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1 Site Plan, and authorize the Mayor to execute said agreement.

	PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
	PUBLIC OUTREACH EFFORTS:
	ACTION REQUESTED:
	ADDITIONAL INFORMATION:
	ATTACHMENTS:
Click to download	
□ Resolution	
Development Agreeme	ent ent

## RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH PRAIRIE TRAIL COMMERCIAL, LLC, CONCERNING INTERSECTION IMPROVEMENTS AT SW 16TH STREET / SW SCHOOL STREET AND SW 18TH STREET / SW SCHOOL STREET ASSOCIATED WITH THE DEVELOPMENT OF THE LOT 1, HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1, 1630 SOUTH ANKENY BOULEVARD SITE PLAN.

WHEREAS, City staff and Prairie Trail Commercial, LLC, have entered into a development agreement that outlines certain terms and conditions concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan; and

**WHEREAS**, City staff and Prairie Trail Commercial, LLC, have agreed to said terms and conditions outlined in said development agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with Prairie Trail Commercial, LLC, concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan.

**PASSED AND APPROVED** this 18th day of March 2024.

	CITY OF ANKENY, IOWA	
	Mark E. Holm, Mayor	
ATTEST:		
Michelle Yuska, City Clerk		

### WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk City of Ankeny 410 W. First St Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

## DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND PRAIRIE TRAIL COMMERCIAL LLC

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a traffic impact study from Prairie Trail Commercial LLC (hereinafter the "Developer") regarding the planned development of Heritage Commercial at Prairie Trail Plat 1 (hereinafter the "Project"); and

WHEREAS, the June 8, 2023 approved Traffic Impact Study ("Traffic Study") (with an amended approval date of March 5, 2024) shows that repaving of the SW 16<sup>th</sup> Street/SW School Street and SW 18<sup>th</sup> Street/SW School Street intersections is necessary for crosswalk ADA compliance. The Traffic Study also shows the need to convert the intersection of SW 16<sup>th</sup> Street and SW School Street to an all-way stop (the "Intersection Improvements"); and

WHEREAS, the Intersection Improvements are not currently programmed into the City's Capital Improvement Program ("CIP"); and

**WHEREAS**, the City is agreeable to reimburse the Developer for the design and construction costs for the Intersection Improvements.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

- 1. The Developer will design and construct the Intersection Improvements as part of the public improvements required for the Project.
- 2. The City agrees to reimburse the Developer for the design and construction costs for the Intersection Improvements, not to exceed \$116,000.00, as shown on Exhibit A attached. The actual amount to be reimbursed will be based on the engineering fees incurred and the certified construction costs at the time of project completion. Payment shall be made by the City to the Developer within thirty (30) days after the public improvements for the Project have been completed and accepted by the City Council.
  - 3. This Agreement shall be governed by the laws of the State of Iowa.
- 4. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not

cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

- 5. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.
- 6. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.
- 7. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.
- 8. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

## City:

City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023 Attn.: Don Clark, PE

## **Developer:**

Prairie Trail Commercial LLC 9500 University Avenue, Suite 2112 West Des Moines, Iowa 50266 Attn: Jared Johnson

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

	ave caused the Agreement to be executed by their
duly authorized representative on this the day of	, 2024.
PRAIRIE TRAIL COMMERCIAL LLC	CITY OF ANKENY, IOWA
By: Jared Johnson, Manager	By: Mark E. Holm, Mayor Attest:
	By: Michelle Yuska, City Clerk
STATE OF IOWA COUNTY OF POLK, ss:	STATE OF IOWA COUNTY OF POLK, ss:
On the day of	On the day of
F Commission Number 782774 My Commission Expires February 21, 2026	Notary Public in and for the State of Iowa

## EXHIBIT A

GNAINEED	COST ESTIMATE	7
CNGINEER	CUSI CSIIMAIC	

ITEM	DESCRIPTION	<u>UNIT</u>	QUANTITY	UNIT PRICE	<u>EXTENSION</u>
EARTH	WORK				
2.01	SURFACE GRADING	LS	1	\$7,500.00	\$7,500.00
STREE	TS AND RELATED WORK				
7.01	PAVEMENT, PCC, 8-INCH, WITH CD JOINTS	SY	380	\$100.00	\$38,000.00
7.02	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$2,500.00	\$2,500.00
	REMOVAL OF SIDEWALK	SY	95	\$17.00	\$1,615.00
7.04	REMOVAL AND REPLACEMENT OF SIDEWALK PAVERS	SF	90	\$20.00	\$1,800.00
7.05	SIDEWALK, PCC, 5-INCH, NON-REINFORCED	SY	50	\$40.00	\$2,000.00
7.06	SIDEWALK RAMP, PCC, 6-INCH, NON-REINFORCED	SF	280	\$15.00	\$4,200.00
7.07	TYPE 3 SIDEWALK PAVERS	SF	150	\$25.00	\$3,750.00
7.08	DETECTABLE WARNING, CAST IRON	SF	56	\$60.00	\$3,360.00
7.09	PAVEMENT REMOVAL	SY	380	\$25.00	\$9,500.00
TRAFF	C CONTROL				
8.01	SIGN INSTALLATION	EA	6	\$200.00	\$1,200.00
8.02	SIGN POST INSTALLATION	EA	2	\$200.00	\$400.00
8.03	PAINTED PAVEMENT MARKINGS, DURABLE	STA	6.0	\$100.00	\$600.00
8.04	TEMPORARY TRAFFIC CONTROL	LS	1.0	\$3,000.00	\$3,000.00
SITE W	ORK AND LANDSCAPING		-		
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	0.10	\$3,000.00	\$300.00
9.02	HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM)	AC	0.10	\$5,000.00	\$500.00
9.03	WATTLES, STRAW, 9-INCH DIA.	LF	300.0	\$3.00	\$900.00
9.04	WATTLES, REMOVAL	LF	300.0	\$1.00	\$300.00
9.05	EROSION CONTROL MULCHING, HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM)	AC	0.10	\$5,000.00	\$500.00
9.06	INLET PROTECTION DEVICE, DROP-IN	EA	10	\$200.00	\$2,000.00
	INLET PROTECTION DEVICE, MAINTENANCE	EA	20	\$50.00	\$1,000.00
	LANEOUS				
11.01	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00
	CONCRETE WASHOUT	LS	1	\$3,000.00	\$3,000.00
		otal of All I	tems Above:		\$93,000.00
			ring Design:		\$23,000.00
		Enginee	Total:		\$116,000.00
1			i otai:		\$110,000.00



### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	
SUB.	JECT:

## EXECUTIVE SUMMARY:

Consider motion to adopt **RESOLUTION** accepting a proposal from Granite Excavating, LLC in the

The action before the Council is the adoption of a Resolution accepting a proposal from Granite Excavating, LLC for the 2024 Subdrain Repairs project.

amount of \$58,360.00 for the construction of the 2024 Subdrain Repairs project.

The 2024 Subdrain Repairs project includes performing subdrain repairs at two sites within the City of Ankeny. These sites are located along SW Applewood Street and SE Peterson Drive.

The construction improvements include removing 410 linear feet of subdrain; installing 120 linear feet of 8-inch diameter PVC subdrain; installing 290 linear feet of 6-inch diameter PVC subdrain; removing 33 square yards of driveway; constructing 33 square yards of 6-inch paved, PCC, Class C, Type A

Residential driveway; performing 430 square yards of Type 1 conventional seeding and fertilizing; and installing temporary rolled erosion control product (RECP, Type 1.C). Other associated improvements include mobilization, concrete washout utilization, orange safety fence installation, temporary traffic control, and other miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty-one (21) contractors. Two (2) bids were received for the project as follows:

Granite Excavating, LLC \$58,360.00

On Track Construction \$63,365.00

The Engineer's estimated cost for the project was \$46,097.50. The bids ranged from 27% above to 37% above the engineer's estimate. Granite Excavating, LLC has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 Subdrain Repairs project to Granite Excavating, LLC of Polk City, Iowa.

## FISCAL IMPACT: No

The cost for the project was included in the 2024-2028 CIP for construction in 2024.

## CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Granite Excavating, LLC for the 2024 Subdrain Repairs project.

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

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

Clic	ck to download
ם	Resolution
D	Bid Tabulation
D	Location Map

## RESOLUTION

A RESOLUTION ACCEPTING A PROPOSAL FROM GRANITE EXCAVATING, LLC IN THE AMOUNT OF \$58,360.00 FOR THE CONSTRUCTION OF THE 2024 SUBDRAIN REPAIRS PROJECT.

**WHEREAS**, the City of Ankeny desires to perform subdrain repairs at two sites within City limits (these sites being located along SW Applewood Street and SE Peterson Drive), and;

WHEREAS, a request for proposal was sent out to twenty-one (21) contractors, and;

**WHEREAS**, the results of the request for proposal are as follows:

Granite Excavating, LLC	\$58,360.00
On Track Construction	\$63,365.00
Engineer's Estimated Cost	\$46,097.50

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Proposal from Granite Excavating, LLC in the amount of \$58,360.00 be accepted for the construction of the 2024 Subdrain Repairs project and the construction Performance, Payment, and Maintenance Bond be accepted.

**DATED** this 18<sup>th</sup> day of March, 2024.

## Engineer's Opinion of Probable Construction Costs 2024 Subdrain Repairs

Subdrain repairs at various locations throughout the City of Ankeny.

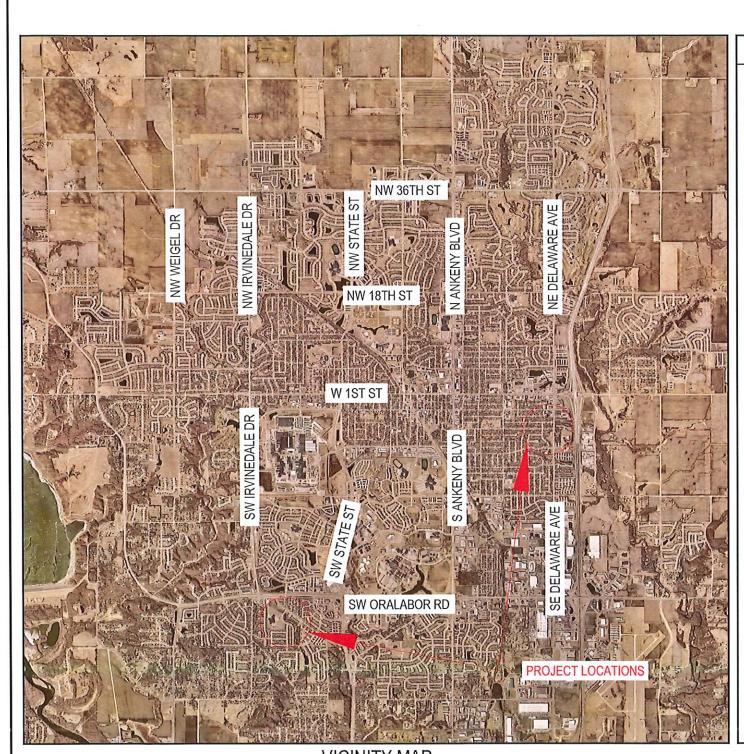
2/22/2024

				Engineer's Estimate				Granite Excavating				On Track Construction						
Item No.	SUDAS No.	Item	Unit	Total	Unit	Price	To	otal Price	Total	U	nit Price	To	otal Price	Total	U	Init Price	To	otal Price
		SE PETERSON DRIVE (ERI 1)																
		SEWERS AND DRAINS																
1	4040-A	Subdrain, PVC, 8" Diameter	LF	120	\$	55.00	\$	6,600.00	120	\$	40.00	\$	4,800.00	120	\$	95.00	\$	11,400.00
2	4040-999-X	Removal of Subdrain, Any Type, Any Size	LF	120	\$	15.00	\$	1,800.00	120	\$	10.00	\$	1,200.00	120	\$	22.20	\$	2,664.00
		STREETS AND RELATED WORK																
3	7030-A-3	Removal of Driveway	SY	32.5	\$	15.00	\$	487.50	32.5	\$	26.00	\$	845.00	32.5	\$	39.00	\$	1,267.50
4	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	32.5	\$	110.00	\$	3,575.00	32.5	\$	144.00	\$	4,680.00	32.5	\$	244.00	\$	7,930.00
		TRAFFIC CONTROL																
5	8030-A	Temporary Traffic Control	LS	1	\$ 1	1,500.00	\$	1,500.00	1	\$	5,000.00	\$	5,000.00	1	\$	1,330.00	\$	1,330.00
		SITE WORK AND LANDSCAPING																
6	9010-A	Conventional Seeding and Fertilizing, Type 1	SY	200	\$	4.50	\$	900.00	200	\$	6.00	\$	1,200.00	200	\$	5.60	\$	1,120.00
7	9040-E	Temporary RECP, Type 1.C	SY	200	\$	6.00	\$	1,200.00	200	\$	6.00	\$	1,200.00	200	\$	5.60	\$	1,120.00
8	9040-T-1	Inlet Protection Device, Drop-in	EA	3	\$	350.00	\$	1,050.00	3	\$	225.00	\$	675.00	3	\$	210.00	\$	630.00
9	9040-T-2	Inlet Protection Device, Maintenance	EA	3	\$	150.00	\$	450.00	3	\$	60.00	\$	180.00	3	\$	35.00	\$	105.00
		MISCELLANEOUS																
10	11020-A	Mobilization	LS	1	\$ 2	2,000.00	\$	2,000.00	1	\$	4,000.00	\$	4,000.00	1	\$	6,675.00	\$	6,675.00
11	11050-A	Concrete Washout	LS	1	\$	500.00	\$	500.00	1	\$	1,100.00	\$	1,100.00	1	\$	505.00	\$	505.00
12	11999-A	Orange Mesh Safety Fence	LS	1	\$	500.00	\$	500.00	1	\$	2,000.00	\$	2,000.00	1	\$	550.00	\$	550.00
		SW APPLEWOOD STREET (ERI 2)																
		SEWERS AND DRAINS																
13	4040-A	Subdrain, PVC, 6" Diameter	LF	291	\$	40.00	\$	11,640.00	291	\$	40.00	\$	11,640.00	291	\$	52.00	\$	15,132.00
14	4040-999-X	Removal of Subdrain, Any Type, Any Size	LF	291	\$	15.00	\$	4,365.00	291	\$	10.00	\$	2,910.00	291	\$	8.50	\$	2,473.50
15	4999-A	Subdrain Bend, PVC, 6" Diameter, 15 Degree Bend	EA	4	\$	250.00	\$	1,000.00	4	\$	250.00	\$	1,000.00	4	\$	190.00	\$	760.00
		TRAFFIC CONTROL																
16	8030-A	Temporary Traffic Control	LS	1	\$ 1	1,500.00	\$	1,500.00	1	\$	5,000.00	\$	5,000.00	1	\$	101.00	\$	101.00
		SITE WORK AND LANDSCAPING																
17	9010-A	Conventional Seeding and Fertilizing, Type 1	SY	230	\$	4.50	\$	1,035.00	230	\$	6.00	\$	1,380.00	230	\$	5.60	\$	1,288.00
18	9040-E	Temporary RECP, Type 1.C	SY	230	\$	6.50	\$	1,495.00	230	\$	6.00	\$	1,380.00	230	\$	5.60	\$	1,288.00
19	9040-T-1	Inlet Protection Device, Drop-in	EA	2	\$	350.00	\$	700.00	2	\$	225.00	\$	450.00	2	\$	210.00	\$	420.00
20	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$	150.00	\$	300.00	2	\$	60.00	\$	120.00	2	\$	25.50	\$	51.00
		MISCELLANEOUS																
21	11020-A	Mobilization	LS	1	\$ 2	2,500.00	\$	2,500.00	1	\$	4,000.00	\$	4,000.00	1	\$	3,050.00	\$	3,050.00
22	11050-A	Concrete Washout	LS	1	\$	500.00	\$	500.00	1	\$	1,100.00	\$	1,100.00	1	\$	2,855.00	\$	2,855.00
23	11999-A	Orange Mesh Safety Fence	LS	1	\$	500.00	\$	500.00	1	\$	2,500.00	\$	2,500.00	1	\$	650.00	\$	650.00
		TOTAL AMOUNT BID =					\$	46,097.50				\$	58,360.00				\$	63,365.00

## **PUBLIC IMPROVEMENT PLANS FOR**

## **2024 SUBDRAIN REPAIRS**

## CITY OF ANKENY POLK COUNTY, IOWA



## APPLICABLE SUDAS FIGURES

4040.201	OUDDIVAINO
7010.101	JOINTS
7030.101	CONCRETE DRIVEWAY, TYPE A
8030.102	WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT
	ONTO TRAVELED WAY

SIDEWALK DETOUR

## INDEX OF SHEETS

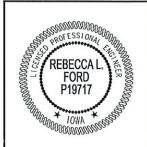
A.1	TITLE SHEET
A.2	LEGEND AND SYMBOL INFORMATION SHEET
B.1	TYPICAL DETAILS
C.1-C.4	ESTIMATE OF QUANTITIES AND GENERAL NOTES
D.1	SE PETERSON DRIVE PLAN SHEET
D.2	SW APPLEWOOD STREET PLAN SHEET
J.1	SE PETERSON DRIVE - TRAFFIC CONTROL
J.2	SW APPLEWOOD STREET - TRAFFIC CONTROL

**EROSION AND SEDIMENT CONTROL PLAN** 



The most recent editions of the SUDAS Standard Specifications, the Iowa DOT Standard Specifications, and the Iowa DOT Materials I.M.s shall apply to all work performed on this project unless otherwise noted herein, or within the City of Ankeny Supplemental Specifications or Special Provisions.

This project does not require an lowa Department of Natural Resources NPDES General Permit No. 2 or COSESCO permit. The Contractor shall install erosion control measures as shown in the Contract Documents and as needed to ensure that no sediment is found leaving the site(s).



RR.1

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



License Number: P19717 My license renewal date is December 31, 2025. Pages or sheets covered by this seal:

LL

VICINITY MAP 1 INCH = 5000 FEET eny it all together DIVISION

Ankeny

TOWN REPEREDANT AND WAS ADDITIONAL

AIKS

SUBDRAIN REPAIRS

SHEET A.1

202



## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	
SUF	BJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from RW Excavating Solutions in the amount of \$181,925.00 for the construction of the Vintage Business Park - North Lake Maintenance project.

## EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from RW Excavating Solutions for the Vintage Business Park - North Lake Maintenance project.

The Vintage Business Park - North Lake Maintenance project includes the stripping, grading, dredging, and re-stabilization of areas of North Lake located in the Prairie Trail neighborhood. The project will also include removal and replacement of existing curb intakes and surrounding concrete on SW Magazine Road.

The phase 1 construction improvements include the removal and replacement of two existing intakes, storm sewer installation, the removal and replacement of approximately 53 SY of 8" thick PCC pavement, and the removal and replacement of approximately 121 SY of 5" thick PCC sidewalk. Other associated improvements include temporary traffic control, erosion control, mobilization, and miscellaneous associated work necessary to complete the project.

The phase 2 construction improvements include clearing and grubbing, surface sediment removal, excavation class 10, dredging of sediment forebays, and surface stabilization. Other associated improvements include erosion control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty-three (23) contractors. Four (4) bids were received for the project as follows:

RW Excavating Solutions \$181,925.00

Thorpe Contracting \$201,289.43

On Track Construction \$219,809.60

Reilly Construction \$346,210.00

The Engineer's estimated cost for the project was \$189,334.00. The bids ranged from 4% below to 83% over the engineer's estimate. RW Excavating Solutions has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the Vintage Business Park - North Lake Maintenance project to RW Excavating Solutions of Prairie City, Iowa.

### FISCAL IMPACT: No

The cost for the project was included in the 2024-2028 CIP for construction in 2024.

## CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from RW Excavating Solutions for the Vintage Business Park - North Lake Maintenance project.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S): PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION:

## ATTACHMENTS:

Cli	ick to download
D	<u>Resolution</u>
D	Bid Tabulation
D	Location Map

## **RESOLUTION 2024-XXX**

A RESOLUTION ACCEPTING A PROPOSAL FROM RW EXCAVATING SOLUTIONS IN THE AMOUNT OF \$181,925.00 FOR THE CONSTRUCTION OF THE VINTAGE BUSINESS PARK – NORTH LAKE MAINTENANCE PROJECT.

**WHEREAS**, the City of Ankeny desires to perform stripping, grading, dredging, and restabilization of areas of North Lake located in the Prairie Trail neighborhood, as well as removing and replacing existing curb intakes and surrounding concrete on SW Magazine Road, and;

WHEREAS, a request for proposal was sent out to twenty-three (23) contractors, and;

**WHEREAS**, the results of the request for proposal are as follows:

RW Excavating Solutions	\$181,925.00
Thorpe Contracting	\$201,289.43
On Track Construction	\$219,809.60
Reilly Construction	\$346,210.00
Engineer's Estimated Cost	\$189,334.00

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Proposal from RW Excavating Solutions in the amount of \$181,925.00 be accepted for the construction of the Vintage Business Park – North Lake Maintenance project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

**DATED** this 18<sup>th</sup> day of March, 2024.

Mark E. Ho	olm, Mayor		
ATTEST:			
Michelle Y	uska, City C	Clerk	

## **Bid Tabulation**

## Vintage Business Park - North Lake Maintenance

Stripping, grading, dredging, and re-stabilization of areas of North Lake located in the Prairie Trail neighborhood. 3/7/2024

5/1/2024  Engineer's Estimate RW Excavating Solutions Thorpe Contracting On Track Reilly Construction									action									
Item No.	SUDAS No.	Item.	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
Item 140.	BCD/IS No.	EARTHWORK	Cint	Total	Cint Trice	TotalTrice	Total	Ome I I i c	TotalTite	Total	CIRCLE	TotalTrice	Total	CIMETTICE	TotalTrice	Total	Cint Trice	TotalTree
2.01	2010-108-A-1	CLEARING AND GRUBBING, BY UNIT	UNIT	97	\$ 80.00	\$ 7,760.00	97	\$ 30.00	\$ 2,910.00	97	\$ 81.00	\$ 7,857.00	97	\$ 36.4	0 \$ 3,530.80	97	\$ 85.0	0 \$ 8,245.00
2.02	2010-108-A-1	CLEARING AND GRUBBING, BY AREA	AC	2.2	\$ 3,000.00	, ,	2.2	\$ 8.000.00	17,600.00	2.2	\$ 6,490.00	\$ 14,278.00	2.2	\$ 7,322.5		2.2	\$ 9,500.0	
2.03	2010-108-D-3	TOPSOIL, ON-SITE (4-INCH DEPTH)	CY	427	\$ 12.00	<u> </u>	427	\$ 10.00	4,270.00	427	\$ 15.40	\$ 6,575.80	427	\$ 21.4		427	\$ 90.0	
2.04	2010-108-E-0	EXCAVATION, CLASS 10	CY	730	\$ 25.00		730	\$ 8.00	5,840.00	730	\$ 9.90	\$ 7,227.00	730	\$ 25.0		730	\$ 50.0	
2.05	2010-108-X-0	DREDGING	CY	400	\$ 30.00		400	\$ 20.00	8,000,00	400	\$ 33.00	\$ 13,200.00	400	\$ 77.8		400	\$ 85.0	
		SEWERS AND DRAINS				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			2,000			, , , , , , , , , , , , , , , , , , , ,						
4.01	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15-INCH DIA.	LF	97	\$ 140.00	\$ 13,580.00	97	\$ 80.00	7,760.00	97	\$ 209.08	\$ 20,280.76	97	\$ 91.5	0 \$ 8,875.50	97	\$ 135.0	0 \$ 13,095.00
4.02	4020-108-D-0	REMOVAL, STORM SEWER, RCP, 15-INCH DIA.	LF	147	\$ 35.00	\$ 5,145.00	147	\$ 20.00	5 2,940.00	147	\$ 38.90	\$ 5,718.30	147	\$ 17.9	0 \$ 2,631.30	147	\$ 15.0	0 \$ 2,205.00
4.03	4020-108-D-0	REMOVAL, PIPE APRON, RCP, 15-INCH DIA.	EA	2	\$ 500.00	\$ 1,000.00	2	\$ 300.00	600.00	2	\$ 714.74	\$ 1,429.48	2	\$ 197.8	0 \$ 395.60	2	\$ 750.0	0 \$ 1,500.00
4.04	4030-108-B	PIPE APRON W/GUARD AND FOOTING, RCP, 15-INCH DIA.	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 2,500.00	2,500.00	1	\$ 2,809.49	\$ 2,809.49	1	\$ 5,022.4	0 \$ 5,022.40	1	\$ 3,500.0	0 \$ 3,500.00
		STRUCTURES FOR SANITARY AND STORM SEWERS							<u>,                                      </u>									
6.01	6010-108-X-0	HYDRODYNAMIC SEPARATOR	EA	1	\$ 20,000.00	\$ 20,000.00	1	\$ 24,000.00	\$ 24,000.00	1	\$ 17,970.49	\$ 17,970.49	1	\$ 19,588.9	0 \$ 19,588.90	1	\$ 25,000.0	0 \$ 25,000.00
6.02	6010-108-B-0	INTAKE, SW-505, DOUBLE GRATE INTAKE	EA	1	\$ 5,000.00	\$ 5,000.00	1	\$ 8,000.00	8,000.00	1	\$ 7,378.40	\$ 7,378.40	1	\$ 7,327.5	0 \$ 7,327.50	1	\$ 9,000.0	0 \$ 9,000.00
6.03	6010-108-B-0	INTAKE, SW-506, DOUBLE GRATE INTAKE W/MH	EA	1	\$ 8,000.00	\$ 8,000.00	1	\$ 9,250.00	9,250.00	1	\$ 8,165.13	\$ 8,165.13	1	\$ 8,284.4	0 \$ 8,284.40	1	\$ 11,000.0	0 \$ 11,000.00
6.04	6010-108-B-0	INTAKE, SW-512, CIRCULAR AREA INTAKE	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	1,500.00	1	\$ 946.44	\$ 946.44	1	\$ 2,147.5	0 \$ 2,147.50	1	\$ 3,000.0	0 \$ 3,000.00
6.05	6010-108-H-2	REMOVAL OF INTAKE, SW-501 & SW-503	EA	2	\$ 2,000.00	\$ 4,000.00	2	\$ 500.00	1,000.00	2	\$ 1,439.95	\$ 2,879.90	2	\$ 476.4	0 \$ 952.80	2	\$ 750.0	0 \$ 1,500.00
6.06	6010-108-H-2	REMOVAL OF INTAKE, SW-512	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 500.00	1,000.00	2	\$ 248.06	\$ 496.12	2	\$ 395.6	0 \$ 791.20	2	\$ 750.0	0 \$ 1,500.00
6.07	6010-108-H-2	REMOVAL OF HICKENBOTTOM AND PVC PIPE	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 400.00	\$ 400.00	1	\$ 496.12	\$ 496.12	1	\$ 2,696.5	0 \$ 2,696.50	1	\$ 1,000.0	0 \$ 1,000.00
		STREETS AND RELATED WORKS																
7.01	7010-1.08-A-0	PAVEMENT, PCC, 8-INCH DEPTH, C-SUD MIX	SY	53	\$ 125.00	\$ 6,625.00	53	\$ 100.00	5,300.00	53	\$ 120.00	\$ 6,360.00	53	\$ 90.9	0 \$ 4,817.70	53	\$ 300.0	0 \$ 15,900.00
7.02	7010-1.08-L-0	REMOVAL OF PAVEMENT, 8-INCH DEPTH	SY	53	\$ 20.00	\$ 1,060.00	53	\$ 20.00	1,060.00	53	\$ 72.00	\$ 3,816.00	53	\$ 47.8	0 \$ 2,533.40	53	\$ 55.0	0 \$ 2,915.00
7.03	7030-1.08-A-0	REMOVAL OF SIDEWALK	SY	121	\$ 20.00	\$ 2,420.00	121	\$ 20.00	2,420.00	121	\$ 12.00	\$ 1,452.00	121	\$ 7.1	0 \$ 859.10	121	\$ 30.0	0 \$ 3,630.00
7.04	7030-1.08-E-0	SIDEWALK, PCC, 5-INCH	SY	121	\$ 70.00	\$ 8,470.00	121	\$ 65.00	7,865.00	121	\$ 120.00	\$ 14,520.00	121	\$ 70.7	0 \$ 8,554.70	121	\$ 155.0	0 \$ 18,755.00
		TRAFFIC CONTROL																
8.01	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 15,400.00	15,400.00	1	\$ 6,467.00	\$ 6,467.00	1	\$ 6,565.0	0 \$ 6,565.00	1	\$ 16,000.0	0 \$ 16,000.00
8.02	8030-A	PORTABLE DYNAMIC MESSAGE SIGNS	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,500.00	3,500.00	1	\$ 1,925.00	\$ 1,925.00	1	\$ 6,060.0	0 \$ 6,060.00	1	\$ 3,250.0	0 \$ 3,250.00
		SITE WORK & LANDSCAPING																
9.01	9010-108-A	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.1	\$ 10,000.00	\$ 1,000.00	0.1	\$ 3,500.00	350.00	0.1	\$ 2,160.00	\$ 216.00	0.1	\$ 10,100.0	0 \$ 1,010.00	0.1	\$ 11,500.0	0 \$ 1,150.00
9.02	9010-108-A	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 2	AC	0.3	\$ 10,000.00	\$ 3,000.00	0.3	\$ 3,500.00	1,050.00	0.3	\$ 1,800.00	\$ 540.00	0.3	\$ 7,070.0	0 \$ 2,121.00	0.3	\$ 8,000.0	0 \$ 2,400.00
9.03	9010-108-A	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	1.9	\$ 500.00	\$ 950.00	1.9	\$ 1,000.00 \$	900.00	1.9	\$ 300.00	\$ 570.00	1.9	\$ 505.0	0 \$ 959.50	1.9	\$ 550.0	0 \$ 1,045.00
									\$1,900.00			· ·						
9.04	9040-108-F-1	HYDRAULIC MULCHING, BFM	AC LF	2.3	\$ 2,500.00	<u> </u>	2.3	\$ 4,500.00	10,350.00	2.3	\$ 4,080.00 \$ 2.50	\$ 9,384.00	2.3	\$ 3,030.0		2.3	\$ 3,500.0	
7.00	9040-108-F-1	WATTLES, STRAW, 9-INCH DIA.	LF LF		\$ 3.00		1040	\$ 3.00	3,120.00	1040		\$ 2,600.00		\$ 2.0			\$ 2.5	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
9.06	9040-108-F-2	WATTLES, REMOVAL	<b>.</b>	1040 40	\$ 1.00 \$ 70.00		40	\$ 0.50 S	5 520.00 5 3,200.00	1040	\$ 0.50 \$ 110.00	\$ 520.00 \$ 4,400.00	1040	\$ 0.5 \$ 92.0		1040	\$ 1.0	
9.07	9040-108-J-1	RIP RAP, CLASS D	TON SY		\$ 70.00 \$ 20.00		116	\$ 20.00	5,200.00	40 116	\$ 32.00			\$ 92.0		116	\$ 125.0 \$ 30.0	
9.08	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	<b>.</b>	116				\$ 20.00			\$ 32.00		116					
	9040-108-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	8	\$ 200.00		8		1,200.00	8			8	\$ 151.5		8	\$ 175.0	
9.10	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	24	\$ 30.00		24	\$ 50.00	1,200.00	24	\$ 30.00	\$ 720.00	24	\$ 25.3		24	\$ 30.0	
9.11	9040-108-X-0	REMOVAL OF SEDIMENT FROM BIO-RETENTION CELL	CY	25	\$ 80.00	\$ 2,000.00	25	\$ 200.00	5,000.00	25	\$ 44.00	\$ 1,100.00	25	\$ 238.4		25	\$ 450.0	, , , , , , , , , , , , , , , , , , , ,
9.12	9040-108-X-0	REMOVAL OF ROCK CHECK DAM	EA	2	\$ 500.00	\$ 1,000.00	2	\$ 300.00	600.00	2	\$ 275.00	\$ 550.00	2	\$ 1,530.5		2	\$ 3,000.0	
9.13	9040-108-X-0	BROADCAST HERBICIDE TREATMENT	AC	5	\$ 1,000.00	\$ 5,000.00	5	\$ 500.00	2,500.00	5	\$ 450.00	\$ 2,250.00	5	\$ 757.5	0 \$ 3,787.50	5	\$ 850.0	0 \$ 4,250.00
11.01	11000 100 :	MISCELLANEOUS				4 20 000 00		0 15000 55	1500000		40.055.00	40.055 **		45.5==	0 0 15 05-00			0.0000000
11.01	11020-108-A	MOBILIZATION	LS	1	\$ 20,000.00		1	\$ 15,000.00	15,000.00	1	\$ 19,059.00	\$ 19,059.00	1	\$ 17,977.0		1	\$ 25,000.0	_
11.02	11050-108-A	CONCRETE WASHOUT	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 500.00	500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 505.0	0 \$ 505.00	1	\$ 2,000.0	0 \$ 2,000.00
		TOTAL AMOUNT BID =	:			\$ 189,334.00		\$	180,925.00 \$181,925.00			\$ 201,289.43			\$ 219,809.60			\$ 346,210.00

Revision Note: RW Excavating Solutions wrote the total cost of Item 9.03 as \$900.00. Based on the unit price provided (\$1,000.00), the total price for Item 9.03 should be \$1,900.00. Unit price governs. The total price has been adjusted to reflect this change. This error does not impact RW Excavating Solutions' low bidder status. Corrected numbers are shown in the yellow triangles.

# VINTAGE BUSINESS PARK - NORTH LAKE MAINTENANCE

## CITY OF ANKENY, IOWA 2023

NAI #23035



## SPECIFICATION REFERENCE

ZOZE EDTION OF 10WA SUDAS STANDARD SPECIFICATIONS, THE CITY OF ANKENY SUPPLEMENTA SPIECATIONS, AND DIOT STANDARD SPECIFICATIONS WITH GS-23001 REVISIONS SHALL APPLY TO ASPECTS OF CONSTRUCTION.

## **EXISTING UTILITY NOTE**

DESCRIPTION DOWN SHET NOTES COMMITTES REMOVALS STORM SERVER PLAYS PROFILE GRADING S. BROSSING CONTROL GRADING S. BROSSING CONTROL FERSITING STORM FAM IT TRAFFIC CONTROL TOWN TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL TO CONTROL
--

(CTLIA01) CENTURYLINK (LUMEN) Contact Name : Sadie Hull Contact Phone: 918-547-0147 Contact Email: sadie.hull@lumen.com (AKY) CITY OF ANKENY WATER SUPERINTENDENT Contact Name: Shawn Buckner Contact Phone: 515-983-3524 Contact Email: SBuckner@ankernyor (AKY) CITY OF ANKENY STORAWATER COCHOLNATOR COCHOLNATOR Contact Name: Janes Bright Contact Phone: 515-963-3634 Contact Email: JBright@ankonylowa.gov AKY) CITY OF ANKENY WASTEWATER JUPERINTENDENT Contact Name - Roger McFarland Contact Phone: 515-985-9483 Contact Email - RMcFarland@ankenyiowa.gi (MS2G.) MIDAMERICAN ENERGY-GAS Contact Name: Matt Novy Contact Phone: 515-252-5730 Contact Email: matthew.novy@midamerica MAFS ) MIDAMERICAN ENERGY-FIBER ontact Name: Telecom On Call ontact Phone: 515-281-2313 ontact Phone: bloomoncel@midamerican. VERIZON
 It Name: John Bachelder
 sct Phone: 972-729-7000
 sct Email: asg\_investigationsl

## UTILITY CONTACTS

## NI POLK CITY DR NORTH SH ZERN ST VICINITY MAP RELIGION DR. RELIGION DR. RELEGION ST. RELEGION RELEG PROPOSED: SITE AU NOTTIONAL NS 91<u>1</u>2

## BENCHMARKS

- CUIT YON TOO SE CHISE ON SOUTH SIBLE OF SIMMADZINE ROAD 201+ WEST OF BROOK ROAD 157 FOR SIMM FOR THE ROAD. CLE NUTION, SE SEAST INVANISH OF THE ROAD. CLE NUTION SE SEAST INVANISH ORDER OF WEST SIBLE OF SIM STATE STREET, LOCATED ON MORTH SIBLE OF DOUBLE GRANTE RIVIAGE, 350° + 2001H OF END OF FAURUS AT SIM MAGAZINE ROAD, AND SIM STATE STREET. LECKNOWN 450° SE WAN DO FAURUS AT SIM MAGAZINE ROAD, AND SIM STATE STREET. LECKNOWN 450° SE WAN DO FAURUS AT SIM MAGAZINE ROAD, AND SIM STATE STREET. LECKNOWN 450° SE WAN DO FAURUS AT SIM MAGAZINE ROAD, AND SIM STATE STREET. LECKNOWN 450° SE WAN DO FAURUS AT SIM MAGAZINE ROAD, AND SIM STATE STREET. LECKNOWN 450° SE WAN DO FAURUS AT SIM MAGAZINE ROAD, AND SIM STATE STREET. LECKNOWN 450° SE WAN DO FAURUS AT SIM STATE STREET.

## PROJECT PHASING

PHASE 1: INCLUDES THE REMOVAL AND REPLACEMENT OF TWO EXISTING INTAKES ALONG SW MAGAZINE BO, STORM SEVER INSTALLATION, THE REMOVAL AND REPLACEMENT OF 8" THICK PC PAYEMENT AND 5" THOSE PCCS DISPWAK, AS WELL AS TEMPORARY TRAFFIC CONTROL, EROSION CONTROL, AND OTHER ASSOCIATED WORK.

FIFTERLH IS WORKING DAYS MULL BE PROVIDED FOR COMPLETION OF THE PHASE I WORK WORK SHALL BE COMPLETED BEFORE MAY APITH. AS SHALL BE COMPLETED BEFORE MAY APITH. AS SHALL BE COMPLETED BEFORE MAY APITH. PRICE SCHOOL SHAW CAMPAND AND FERR WORKEN THE MITERS CHOOL OF SHAW MACADINE COMPLETED WAY APITH. STATE STREET (BY OTHERS) AND SHEEN WORKEN THE MITERS CHOOL SHAW CAMPAND AND SHEEN WORKEN THE MITERS CHOOL SHAW CAMPAND AND SHEEN COMPLETED. I PROVINCIA OF SHORE SHAW APITH SO COLDS.

APITE STORE (BY OTHERS) AND SHEEN ALL WORK OWN ALL BE COMPLETED BEFORE SHEP SHEEN SHEEN AND AND SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN SHEEN AND SHEEN SHEEN AND SHEEN SHEEN SHEEN AND SHEEN S

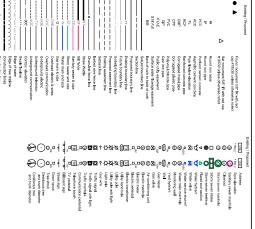
PHASE Z. INCLUDES Q.E.ABNG AND GRUBBING, SURFACE SEDIMENT REMOVAL, EXCAVATION CLASS (1), DREDNING IT SEDIMENT FOREBAYS, AND SURFACE STABILIZATION, EROSION CONTROL, AND OTHER ASSOCIATED WORK.

\*HASE 2 WORK SHALL BE COMPLETED BEFORE SEPTEMBER 20TH, 2024

## CONSTRUCTION SCHEDULE

UTILITY INSTALLATION
TEMPORARY SITE STABILIZATION LANDSCAPING & FINAL SITE STABILIZATION SPRING 2024
SPRING - SUMMER 2024
FALL 2024
FALLWINTER 2024

## LEGEND



## CERTIFICATIONS

JACOB T. NILLES 26369



VINTAGE BUSINESS PARK - NORTH LAKE MAINTENANCE COVER SHEET





## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

## SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the NE 36th Street and NE 38th Street Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 4/9/24 @ 10:30 A.M. / date of hrg: 4/15/24 @ 5:30 P.M.)

## **EXECUTIVE SUMMARY:**

The action before the Council is the adoption of a Resolution regarding the NE 36th Street and NE 38th Street Water Main project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost; and setting a date for the filing of bids on the project.

The NE 36th Street and NE 38th Street Water Main project will extend 16" water main along the north side of NE 36th Street from just east of NE Spectrum Drive east to the west side of NE 38th Street. Then south along NE 38th Street from NE 36th Street to NE 18th Street to connect to existing 16" water main.

This project also includes the installation of approximately 2500 lineal feet of 16" water main.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 15, 2024. The contractor will have 80 working days to complete to the project. Council approval at this time will set the following schedule for the proceedings:

- 1. Set Date of Bid Opening and Public Hearing: March 18, 2024
- 2. Post Notice to Bidders and Notice of Public Hearing: March 20, 2024
- 3. Publish Notice to Bidders and Notice of Public of Hearing: March 29, 2024
- 4. Bid Opening (10:30 A.M., Public Services Building): April 9, 2024
- 5. Public Hearing and Contract Award: April 15, 2024 (Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

## FISCAL IMPACT: No

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

## CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as April 9, 2024, and setting the public hearing date as April 15, 2024, for the NE 36th Street and NE 38th Street Water Main 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 March 20, 2024, and to be published in the Des Moines Register on March 29, 2024.

PRE	EVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):	
	PUBLIC OUTREACH EFFORTS:	
	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
□ Resolution		

- Project Location Map
- Notice of Hearing

introduced the following F	Resolution entitled
N OF THE NE 36TH STREE	T AND NE 38TH
G A DATE FOR HEARING	THEREON AND
that the same be adopted.	Council Member
. The roll was called, and the	vote was:
	N OF THE NE 36TH STREE G A DATE FOR HEARING that the same be adopted.

Whereupon, the Mayor declared the following Resolution duly adopted:

## RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NE 36th Street and NE 38th Street Water Main Loop; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NE 36th Street and NE 38th Street Water Main Loop, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NE 36th Street and NE 38th Street Water Main Loop project includes the installation of water main generally located along the north side of NE 36th Street (110th Avenue in Polk County) from just east of NE Spectrum Drive to NE 38th Street, thence along the west right of way of NE 38th Street to NE 18th Street (NE 102nd Avenue in Polk County).

The construction improvements consist of approximately 11,370 linear feet of 16" water main installation, of which 620 linear feet of pipe shall be installed using horizontal directional drilling methods. Other associated work to occur on site are extensions of 1-inch water services to residential properties, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

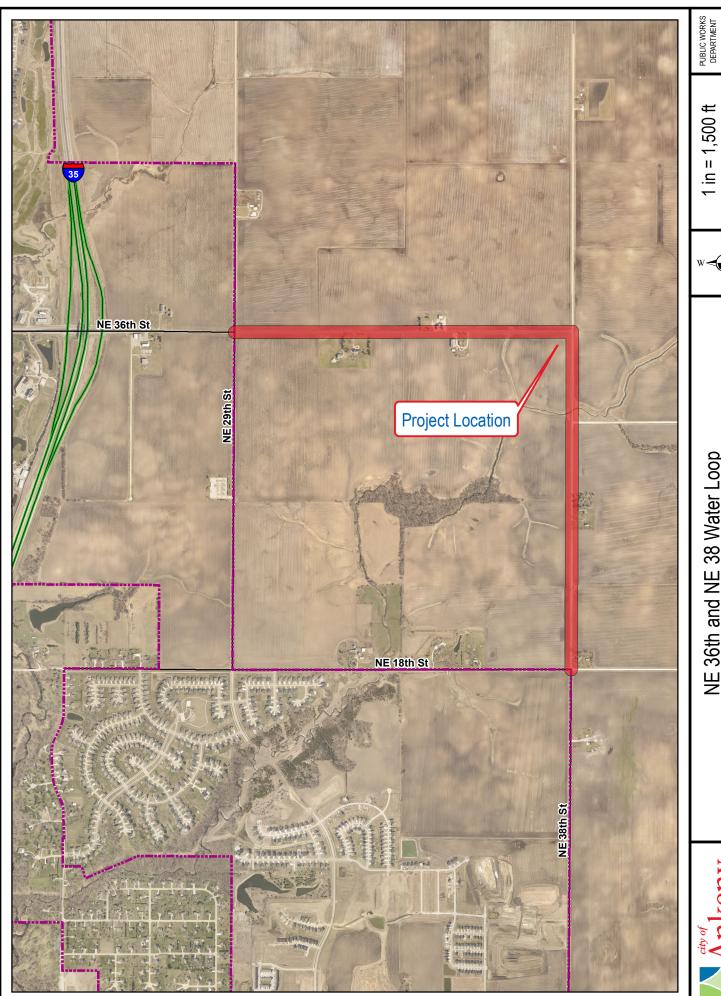
BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 9, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 15, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 15, 2024.

## PASSED AND APPROVED this 18th day of March, 2024.

	Mayor	
ATTEST:		
City Clerk		



NE 36th and NE 38 Water Loop Map is for Location Purposes Only

Date: 10/7/2022



## NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

## NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP

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 **NE 36th Street and NE 38th Street Water Main Loop** project at its meeting at **5:30 P.M. on the 15th day of April, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:

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

Meeting ID: 973 1299 2966 Passcode: 1234

2. Join Meeting by Phone:

Dial: +1 312 626 6799

Meeting ID: 973 1299 2966 Passcode: 1234

## Time and Place for Filing Sealed Proposals

Sealed 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 **9th day of April, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

## Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at 10:30 A.M. on the 9th day of April, 2024, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at 5:30 P.M. on the 15th day of April, 2024, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

## Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than June 3, 2024** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April of 2024.

### Contract Documents

An electronic copy of the Contract Documents is available at <a href="www.ankenyiowa.gov/bid-documents">www.ankenyiowa.gov/bid-documents</a> 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 <a href="www.QuestCDN.com">www.QuestCDN.com</a>.

Paper copies of the Contract Documents are available from Strand Associates, 414 S. 17th Street, Suite 107, Ames, Iowa 50010. 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 515-233-0000 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

## NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP

The NE 36th Street and NE 38th Street Water Main Loop project includes the installation of water main generally located along the north side of NE 36th Street (110th Avenue in Polk County) from just east of NE Spectrum Drive to NE 38th Street, thence along the west right of way of NE 38th Street to NE 18th Street (NE 102nd Avenue in Polk County).

The construction improvements consist of approximately 11,370 linear feet of 16" water main installation, of which 620 linear feet of pipe shall be installed using horizontal directional drilling methods. Other associated work to occur on site are extensions of 1-inch water services to residential properties, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

## **Bid Security**

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

## Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

## Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **Payment**

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

## Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

## Completion of Work

The Contractor shall fully complete the overall project within **eighty** (**80**) **working days.** Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars** (**\$500.00**) **per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Mark E. Holm,	Mayor	
ATTEST:		

Dated at Ankeny, Iowa, this 18th day of March, 2024.

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **20th day of March**, **2024**.

Published in the Des Moines Register the 29th day of March, 2024.



## ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

## SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the 2024 Asphalt Street Resurfacing Program - SW Ordnance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 04/09/24 @ 10:30 A.M. / date of hrg: 04/15/24 @ 5:30 P.M.)

## **EXECUTIVE SUMMARY:**

The 2024 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from just west of SW Westview Drive to approximately 150 feet west of SW Maple Street.

The construction improvements include approximately 250 CY of Class 13 excavation, 8,000 SY of asphalt milling, 2,600 TON of hot mix asphalt (HMA), 300 TON of granular shoulder, 100 STA of pavement markings, removal and replacement of sidewalk, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the improvement no earlier than May 28, 2024 and no later than June 24, 2024. The contractor will substantially complete the project no later than August 2, 2024. The contractor will fully complete the project by August 16, 2024. Council approval at this time will set the following schedule for the proceedings:

- 1. Set Date of Bid Opening and Public Hearing: March 18, 2024
- 2. Post Notice to Bidders and Notice of Public Hearing: March 20, 2024
- 3. Publish Notice to Bidders and Notice of Public of Hearing: March 29, 2024
- 4. Bid Opening (10:30 A.M., Public Services Building): April 9, 2024
- 5. Public Hearing and Contract Award: April 15, 2024 (Hold Public Hearing on the plans, specifications, form of contract, estimated total cost; review bids, award contract, and approve contract and bonds.)

#### FISCAL IMPACT: No

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

#### CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as April 9, 2024 and setting the public hearing date as April 15, 2024 for the 2024 Asphalt Street Resurfacing Program - SW Ordnance Road 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 March 20, 2024 and to be published in the Des Moines Register on March 29, 2024.

# PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S): PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION: ATTACHMENTS: Click to download Resolution Notice to Bidders and Notice of Public Hearing Location map

Council Member	introduc	ed the	followin	ng Resol	ution er	titled
"RESOLUTION ORDERING CONSTRUCT						
RESURFACING PROGRAM - SW ORDNA	NCE ROA	D, Al	ND FIX	ING A	DATE	FOR
HEARING THEREON AND TAKING OF BII	DS THERE	EFOR,"	and mo	oved that	the san	ne be
adopted. Council Member sec	conded the	motion	to adop	t. The ro	oll was c	alled,
and the vote was:						
AYES:						
ATLS.						
NAYS:						

Whereupon, the Mayor declared the following Resolution duly adopted:

#### RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE 2024 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2024 Asphalt Street Resurfacing Program - SW Ordnance Road; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2024 Asphalt Street Resurfacing Program - SW Ordnance Road, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted

Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The 2024 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from just west of SW Westview Drive to approximately 150 feet west of SW Maple Street.

The construction improvements include approximately 250 CY of Class 13 excavation, 8,000 SY of asphalt milling, 2,600 TON of hot mix asphalt (HMA), 300 TON of granular shoulder, 100 STA of pavement markings, removal and replacement of sidewalk, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 9, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 15, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 15, 2024.

## PASSED AND APPROVED this 18th day of March, 2024.

	Mayor	
ATTEST:		
City Clerk		

#### NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

#### 2024 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

#### Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **2024 Asphalt Street Resurfacing Program** – **SW Ordnance Road** project at its meeting at **5:30 P.M. on the 15<sup>th</sup> day of April, 2024,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:

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

Meeting ID: 973 1299 2966 Passcode: 1234

2. Join Meeting by Phone:

Dial: +1 312 626 6799

Meeting ID: 973 1299 2966 Passcode: 1234

#### Time and Place for Filing Sealed Proposals

Sealed 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 **9<sup>th</sup> day of April, 2024,** at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

#### Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at 10:30 A.M. on the 9<sup>th</sup> day of April, 2024, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at 5:30 P.M. on the 15<sup>th</sup> day of April, 2024, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no** earlier than May 28, 2024 and no later than June 24, 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 May 2024.

#### **Contract Documents**

An electronic copy of the Contract Documents is available at <a href="www.ankenyiowa.gov/bid-documents">www.ankenyiowa.gov/bid-documents</a> 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 <a href="www.QuestCDN.com">www.QuestCDN.com</a>.

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3520 in advance to reserve a paper copy.

#### Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

#### General Nature of the Public Improvement

#### 2024 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD

The 2024 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from just west of SW Westview Drive to approximately 150 feet west of SW Maple Street.

The construction improvements include approximately 250 CY of Class 13 excavation, 8,000 SY of asphalt milling, 2,600 TON of hot mix asphalt (HMA), 300 TON of granular shoulder, 100 STA of pavement markings, removal and replacement of sidewalk, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

#### **Bid Security**

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

#### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

#### Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Payment**

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

#### Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

#### Completion of Work

The Contractor shall substantially complete the project no later than **August 2, 2024.** Substantial completion for the project shall be defined as all grading and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the project no later than **August 16**, **2024**. Full completion for the project shall be defined as all work, including punch list items, pavement markings, and temporary surface restoration 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.

ed at	t Ankeny, Iowa, this 18th day of March, 2024.
	Mark E. Holm, Mayor
	ATTEST:
	Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the 20<sup>th</sup> day of March, 2024.

Published in the Des Moines Register the 29th day of March, 2024.





PUBLIC WORKS
DEPARTMENT

1 in = 1,000 ft

ENGINEERING DIVISION

Date: 3/6/2024



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:
City Manager
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

#### SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the payment to the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been annexed into the City of Ankeny.

#### **EXECUTIVE SUMMARY:**

Acquisition of Berwick's water service territory is an essential step to managing the orderly development of the City. Acquisition of the water service territory allows the City to provide water infrastructure to new growth areas that meets our standards (i.e. fire flow pressure), and is planned in a way that can support future development that is outlined in the City Council approved Ankeny 2040 Plan.

The process for acquiring water service territory from an entity is outlined in Iowa Code, but in short, there is not one set formula prescribed for pricing. The Parties previously negotiated an Agreement for future acquisition of service territory, approved on April 17, 2023. Deal points from the Agreement that are relevant to this transaction include:

- Berwick Water Association retains ownership of their infrastructure and continues to serve those properties until the City extends the necessary water infrastructure to the area;
- Berwick Water Association shall not create or add new Association member to properties that have either an annexation petition on file with the City or have been formally annexed by the City; and
- Service territory acquisition shall occur by a set fee schedule. The amount to be paid by the City to Berwick varies depending upon when the property or properties are annexed into the City, starting with the effective date of the Agreement, April 17, 2023. Year 1: \$288/acre, Year 2: \$291/acre, Year 3: \$294/acre, Year 4: \$296/acre, and Year 5: \$299/acre.

The acquisition recommended with this item is scheduled to occur within Year 1 of the Agreement, and is calculated at \$288/acre. Using that amount, the total due to the Berwick Water Association with the approval of this item is as follows:

Legacy Housey Annexation 39.678 acres x \$288 acre = \$11,427.26

Berwick-ATI Annexation 140.4 acres x \$288 acre = \$40,435.20

Total Acquisition (180.078 acres x \$288) = \$51,862.46

#### FISCAL IMPACT: Yes

Approval of this item results in a financial outlay from the Water Utility Fund in the amount of \$51,862.46. This amount will be paid to the Berwick Water Association for acquisition of 180.078 acres of water service territory. Future annexations within the Berwick Water Association's service territory will drive the need for additional acquisition by the City of Ankeny, and will continue to be a separate and unique agenda item presented to the City Council for action.

#### CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

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

Approval of Resolution No. 2005-518 and Agreement Regarding Water Service; Resolution No. 2023-186.

## PUBLIC OUTREACH EFFORTS:

#### ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to download
□ Resolution
□ Berwick-ATI Location Map

- Berwick-ATI Acreage Map
- Legacy Housby Location Map
- Legacy Housby Acreage Map

#### **RESOLUTION 2024-**

# A RESOLUTION AUTHORIZING THE PAYMENT TO THE BERWICK WATER ASSOCIATION RELATED TO THE RIGHT TO SERVE CUSTOMERS LOCATED WITHIN THE EXISTING BERWICK WATER DISTRICT BOUNDARY WHICH HAS BEEN ANNEXED INTO THE CITY OF ANKENY

WHEREAS, the Berwick Water Association is a rural water district organized and existing under the provisions of Chapter 504A of the Iowa Code; and

WHEREAS, the City of Ankeny, Iowa, has expanded its corporate boundaries into the Berwick Water Association's established district through annexations of two distinct areas of approximately 180.078 acres, the first along NE Berwick Drive, and the second along SE Four Mile Drive/NE 54<sup>th</sup> Avenue; and

WHEREAS, the City of Ankeny and the Berwick Water Association previously reached an agreement concerning the acquisition rights for the purpose of providing reasonable and affordable water service throughout the affected annexation areas; and,

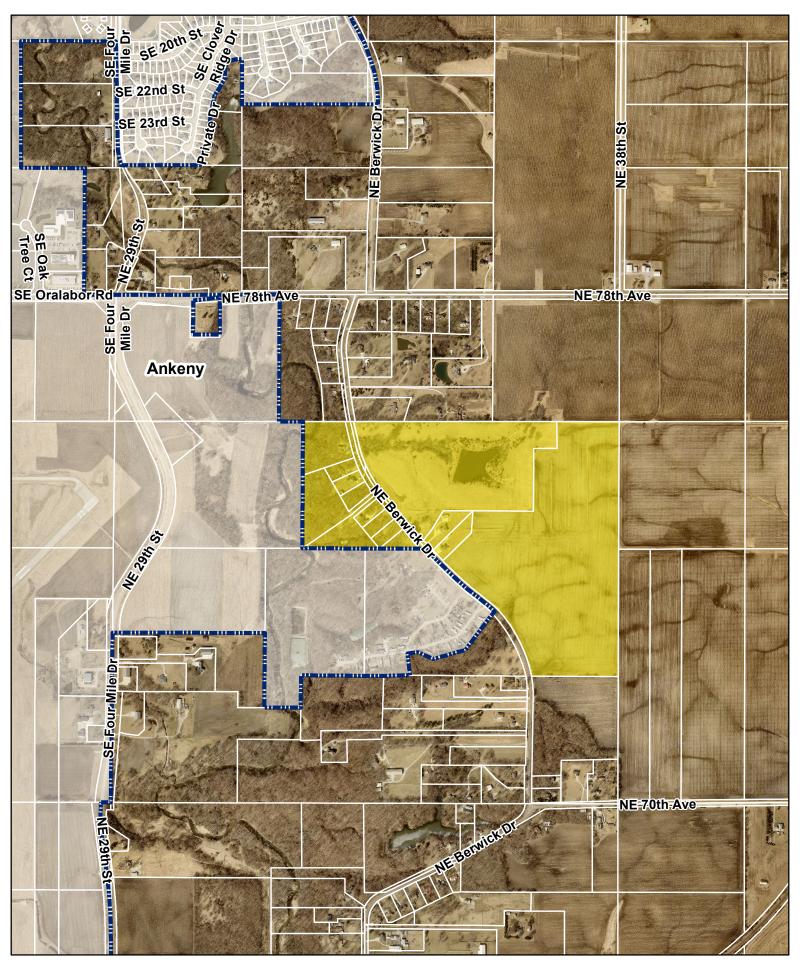
WHEREAS, the City Council of the City of Ankeny, Iowa, in accordance with the approved Agreement between the Parties believes it is in the best interest of the city to approve the authorization of payment to the Berwick Water District for the right to serve customers within the 180.078 acres of existing Berwick Water District.

NOW THEREFORE, be it resolved, by the City Council of the City of Ankeny, Iowa, that:

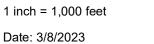
The City Manager or designee is hereby authorized to issue payment consistent with the terms and conditions of the previously approved Agreement between the parties dated April 17, 2023 for the purpose to acquire the rights to serve water to approximately 180.078 acres at \$288/acre, for a total of \$51,862.46.

PASSED AND APPROVED this 18<sup>TH</sup> day of March, 2024

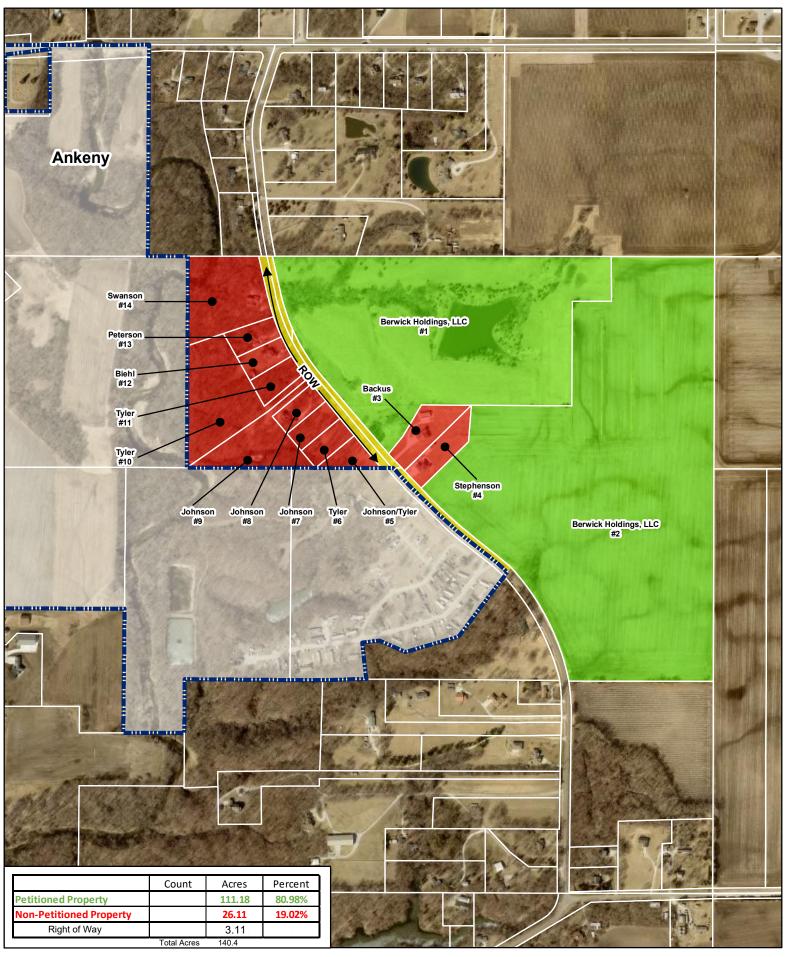
	Mark E. Holm, Mayor
ATTEST:	
Michelle Yuska, City Clerk	



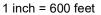






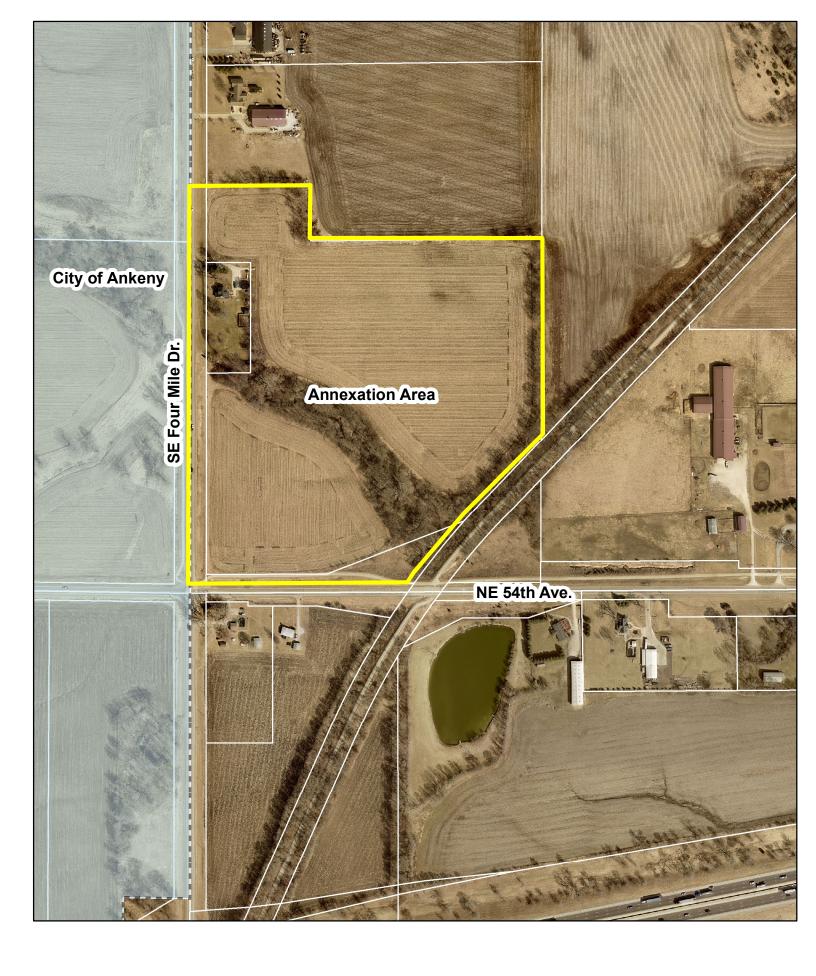






Date: 6/9/2023





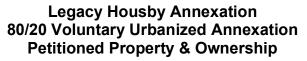








1 inch = 330 feet Date: 1/10/2024







#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Finance	Exercise Financial Discipline
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
	SUBJECT:
Consider motion to approve a portable restroom rental contract for Ank	keny parks, between the City of Ankeny and Bob's Septic & Portable Restrooms.

#### EXECUTIVE SUMMARY:

On February 5, 2024, the Finance Department issued a request for proposal (RFP) to the public for portable restroom rental services at our designated parks and facilities. Bids were received from three vendors.

The low bid, Bob's Septic & Portable Restrooms had an exception to have the City of Ankeny pay for all repairs & replacements needed for units operated by the City of Ankeny. Proper approval by the City will take place prior to any repairs or replacements being performed. Through inquiry of previous contractor, it was determined that an estimated cost of \$500-\$1,000.00 annually were taken place in repairs over the last seven years, with replacement costs ranging from \$1,500-\$1,900.00 per unit.

It was determined that these extra costs will not account for a value greater than the next lowest bid.

Based on the RFP results, which are shown in the following table, it is being recommended that the contract be awarded to Bob's Septic & Portable Restrooms.

	Best Portable Per Unit	Annually	Bob's Septic Porta	<b>Annually</b>	Waste Solution Per Unit	Annually
Weekly service sites - Standard (7 months at 25 locations)	100.00	17,500.00	60.00	10,500.00	91.42	15,998.50
Weekly service sites - Standard (12 months at 1 location)	100.00	1,200.00	60.00	720.00	91.42	1,097.04
Weekly service sites - Handicap (12 months at 1 location)	120.00	1,440.00	75.00	900.00	136.78	1,641.36
Weekly service sites - Handicap (7 months at 1 location)	120.00	840.00	75.00	525.00	136.78	957.46
TOTAL:	440.00	20,980.00	270.00	12,645.00	456.40	19,694.36

FISCAL IMPACT: Yes

Standard rental charges for all restroom units will have an annual cost of \$12,645.00, plus additional repairs or replacements done to our units.

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

#### PUBLIC OUTREACH EFFORTS:

A list of five vendors were contacted prior to the issuance of the RFP, confirming interest in receiving bid package. Additionally, the RFP was posted to the City of Ankeny website for public solicitation.

#### ACTION REQUESTED:

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

#### Click to download

- ☐ RFP: Portable Restroom Rentals
- Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic & Portable Restrooms Bid
   Bob's Septic Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   Bob's Restrooms Bid
   ■ Bob's Restrooms Bid
   ■ Bob's Restrooms Bid
   Bob's Restrooms Bid
   ■ Bob's Restrooms Bid
   ■ Bob's Restrooms Bid
   ■ Bob's Restrooms Bi
- Letter of Agreement
- Damage Clause



#### **REQUEST FOR BID**

#### PORTABLE RESTROOM RENTALS

#### CITY OF ANKENY, IOWA - PARKS & RECREATION

#### **FEBRUARY 5, 2024**

You are invited to submit a bid for portable restroom rentals at various park locations as requested by the City of Ankeny Finance Department.

Name of the Bid Portable Restroom Rentals – Parks & Recreation

**Deadline for Bid Submittal** Friday, February 23, 2024 before 4:00pm

Bids Shall Be Submitted To City of Ankeny

Attn: Austin Demers 410 West First Street Ankeny, IA 50023

INSTRUCTIONS TO BIDDERS

Method of Submittal Mail Delivery, In Person

Faxed bids are not acceptable.

Contact Person Todd Schenck, Parks and Facilities Administrator

E-mail Address <u>tschenck@ankenyiowa.gov</u>

Phone/ Fax Numbers Phone: (515) 963-3578

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder.

#### **AWARD CRITERIA**

The City will evaluate all proposals based on the firm's adherence to the bid specifications, proposed start date, pricing structures, references and proof of insurance or intent to obtain insurance.

The City reserves the right to reject any or all proposals, to waive formalities, and to award the contract as deemed to be in the best interest of the City.

#### TERMS OF CONTRACT

The initial term of the contract shall be for three (3) years, with twenty-four (24) standard restrooms needed for a seven (7) month period, one (1) standard restroom and one (1) handicap needed year-round (12 months), and four (4) handicap restrooms needed for a seven (7) month period. Contract is to begin March 15, 2024 and end March 14, 2027.

Thereafter, the City and the contractor may renew the original contract for three (3) additional one-year time periods (12 months) by mutual agreement. This contract may be terminated by the City for any reason, upon the City providing notice to the Contractor within thirty (30) days of cancellation.

This Request for Bid along with a Letter of Agreement, prepared by the City and signed by the Parks and Recreation Director, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met. Similar products and/or services may be added and pricing negotiated during the term of the contract.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the contractor requests a price increase, the contractor shall provide sufficient written certification and documentation to substantiate the request. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

#### SITE VISIT

All interested bidders are encouraged to review attachment (A) in an effort to familiarize themselves with all locations that may affect the time or cost of performance. No additional compensation or consideration will be allowed because of the bidder's misunderstanding as to the amount of work involved or his/her lack of knowledge of any other conditions based on his/her failure to inspect the work site.

#### **TERM OF PAYMENT**

Payments are made on the first and third Monday Council Meetings of every month. Original invoices will be processed for payment within thirty (30) days upon receipt and after all services have been inspected and accepted.

#### **INSURANCE**

The contract outlined in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the City Attorney.

A copy of your current Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 6.

#### **SURCHARGES**

Surcharges (i.e. fuel surcharges, environmental charges) shall NOT be allowed to be added to invoices as an additional line item.

#### DOCUMENTS TO BE SUBMITTED WITH THIS BID

- 1. General Company Information Page 3
- 2. Bid Submittal Form Page 4
- 3. Signature Page Page 5
- 4. Proof of Insurance Requirements listed on page 6

## **GENERAL COMPANY INFORMATION**

Company Name:		
Company Address:		
Type of Organization:	Number of years in business:	
	rrent or have been served by your company with ame firm, address, contact person, phone nun	
2)		
3)		
	account if your company is awarded this contract	
	Fax:	
Names, titles, and years of experienc	ce of person(s) expected to service this contract:	

# BID SUBMITTAL FORM Portable Restroom Rentals – Parks & Recreation

- **A.** Installation and maintenance of portable restrooms on a contract basis. Bid price shall include delivery, pickup and dumping fees as well as any other fees associated with the maintenance and repair of portable restrooms. Prompt and timely set-up and tear down shall be required as well as cooperation with City staff at job sites.
- **B.** Locations and quantities of portable restrooms will be listed on attachment A. Additional units may be required due to development, major repairs, increased usage or special events. Successful bidder agrees to furnish additional units to unnamed sites within the City at rates stated in this Request for Bid. City agrees to give 24-hour notice at a minimum for ordering units for Special Events.
- **C.** Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 24 hours. There will be no additional charge for repairs.
- **D.** All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.
- **E.** A four (4) hour response time is requested on service calls for units which have been overturned or are in need of immediate assistance. Units shall be righted by the contractor at no charge to the City.
- **F.** Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, etc. on or around restroom locations.

#### PROPOSED PRICE

1. Long Term Rentals

Weekly service sites-Standard	(7 Months at 24 locations) Price per month per unit = \$	
Weekly service sites-Standard	(12 Months at 1 locations) Price per month per unit = \$	
Weekly service sites-Handicap	(12 months at 1 location) Price per month per unit = \$	
Weekly service sites-Handicap	(7 months at 4 locations) Price per month per unit = \$	

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting	g Firm	1:					
Address:							
City/State	/Zip:						
Authorize	d Rep	resentative (print):					Title:
Authorize	d Sigr	nature:					
Date:		•		E-mail:			
Phone #	(	)		Fax#	(	)	
provided	for ex		, please use	e a separa	ite she	et of	below. If adequate space is not paper. If your company has no w.

#### FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

#### **INSURANCE INFORMATION – CITY OF ANKENY, IOWA**

#### **INSURANCE REQUIREMENTS**

For <u>PRODUCTS</u> or <u>SERVICES</u> requiring Contractor's presence on any City property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

**Workers Compensation Insurance:** The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the lowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

**General Liability Insurance:** The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

**Automobile Liability Insurance:** The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

**Umbrella:** The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits. **Subcontractors:** In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

**Qualifying Insurance:** The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insured <u>without restrictions</u> on the Contractor's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.

#### **CERTIFICATE OF INSURANCE REQUIREMENTS**

- 1. An original policy or **Certificate of Insurance** with an <u>Original Penned Signature</u> of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
- 2. The name of the agent signing the certificate must be typed under his/her <u>Original Penned Signature</u> as well as the business address and phone number of the agent.
- 3. All addresses on the certificate should list a street address (not a PO Box address).
- 4. "The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to Portable Restroom Rentals" must be specifically indicated on the certificate in the Description of Operations section.
- 5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
- 6. The liability limits required by the City are \$2,000,000 (minimum). This must be occurrence form general liability coverage.
- 7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
- **8.** The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

ANY EXCEPTIONS MAY BE CONSIDERED AS AN EVALUATING FACTOR IN AWARDING THIS BID/PROPOSAL.

#### GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

- The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any order placed for services.
- The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Bidder and the City, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
- 3. Payment is authorized by the City Council on the first and third Mondays of the month.
- 4. In the event of Bidder's failure to deliver the services when specifically promised and as agreed between Bidder and the City in terms of quality, price and other requirements, the City reserves the right to cancel the order, or any part thereof, without prejudice to its other rights.
- 5. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
- The Bidder agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
- Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
- 8. All parties to this bid and any ensuing order for services agree that the representatives of both the City and Bidder are, in fact, bona fide and possess full authority to bind said parties.
- All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
- Each bidder shall submit an original bid on the forms attached. The bidder shall sign their bid correctly, and the bid may be rejected if it shows any omissions,

- alterations of the form, additions not called for in the bid, or any irregularities of any kind. The City reserves the right to reject any or all bids. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.
- 11. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
- 12. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
- 13. The Bidder agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Bidder or subcontractor in the performance of this contract.
- 14. For SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
- 15. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunity

# **GENERAL COMPANY INFORMATION** Bob's Septic + Obsorbed Publication Restrooms. Company Name: 2785 NE 46 Ave Company Address: Des Moines, IA 50317 Type of Organization: \_\_\_\_\_ Number of years in business: \_\_\_\_\_ List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Name firm, address, contact person, phone number, fax number, e-mail address) City of Ames, Ames, 1A 2) City of Altoona, Altoona, 114 Camp Dodge - Department of Defense, Johnston, 1A Employee who will oversee the City account if your company is awarded this contract: Name: Katie Rubenking Title: Accts Manager Phone: 515-202-9174 E-mail address: office@bobsseptic.com Names, titles, and years of experience of person(s) expected to service this contract:

# BID SUBMITTAL FORM Portable Restroom Rentals – Parks & Recreation

- A. Installation and maintenance of portable restrooms on a contract basis. Bid price shall include delivery, pickup and dumping fees as well as any other fees associated with the maintenance and repair of portable restrooms. Prompt and timely set-up and tear down shall be required as well as cooperation with City staff at job sites.
- **B.** Locations and quantities of portable restrooms will be listed on attachment A. Additional units may be required due to development, major repairs, increased usage or special events. Successful bidder agrees to furnish additional units to unnamed sites within the City at rates stated in this Request for Bid. City agrees to give 24-hour notice at a minimum for ordering units for Special Events.
- C. Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 24 hours. There will be no additional charge for repairs.
- **D.** All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.
- **E.** A four (4) hour response time is requested on service calls for units which have been overturned or are in need of immediate assistance. Units shall be righted by the contractor at no charge to the City.
- **F.** Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, etc. on or around restroom locations.

### PROPOSED PRICE

<ol> <li>Long Term Rentals</li> </ol>	1.6	
Weekly service sites-Standard	(7 Months at 24 locations) Price per month per unit = \$	
Weekly service sites-Standard	(12 Months at 1 locations) Price per month per unit = \$	
Weekly convice sites Handisan	(12 months at 1 location) Price per month per unit = \$\frac{75}{35}	
vveekly service sites-Handicap	(7 months at 4 locations) Price per month per unit = \$	
Weekly service sites-Handicap	(7 months at 4 locations). Price per month per unit a \$\psi_{	

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full. Portable Reotrooms

Submitting Firm:	Bobs Septic + Mamillan MAN
Address:	0785 NE 46+ Ave
City/State/Zip:	Des moines, 17 50317
Authorized Repres	sentative (print): Katie Rubenking Title: Acct Manager
Authorized Signat	
Date: 2/2	E-mail: Office & bobsseptic, com
	202-9174 Fax# ( )
18	
provided for exce exceptions/deviat	DEVIATIONS to this Request for Bid shall be taken below. If adequate space is not eptions/deviations, please use a separate sheet of paper. If your company has no ions, please write "No Exceptions" in the space below.

#### **FIRM PRICING**

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.



## LETTER OF AGREEMENT PORTABLE RESTROOM RENTALS

This Agreement is to be effective on the 18th day of March 2024, by and between Bob's Septic & Portable Restrooms, hereinafter called "the Contractor" and the City of Ankeny, Iowa, hereinafter called "the City".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**Scope of Work:** The Contractor shall provide to the City the services set forth in the contract documents consisting of providing standard and handicap portable restroom services.

#### **Term of Contract:**

- The term of the contract is March 18, 2024 through March 17, 2027.
- The City and the Contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.
- The contract may be terminated by the City for any reason, upon the City providing notice to the Contractor within thirty (30) days of cancellation.

**Contract Documents:** The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Portable Restroom Rentals, dated February 5, 2024;
- The Damage & Repair Clause provided by the Contractor;
- The bid submitted by the Contractor on February 21, 2024.

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa		
By: Mark Holm, Mayor	Date	
Bob's Septic & Portable Restrooms	1	
By: Company Representative	3 13 24 Date	



## WE GET IT DONE.

#### DAMAGE & REPAIR CLAUS

To our client,

This document is to provide a better understanding, and a written awareness of what you can expect when it comes to the potential cause or events that lead to damages to the portable units you have on your site(s).

Per the agreement made upon the order and acceptance of the portable units to the site(s) assigned you are in acceptance of the following;

- All units are to be stationary at their delivery places unless otherwise authorized to move them.
- Units that obtain damages beyond their normal wear & tear (described in further depth below) can/will procure additional charges as described below.
- Units that require additional repairs/maintenance or replacement throughout your rental can/will procure additional charges as described below.

Further damages outside of wear & tear can be identified and determined by actions that have the unit discarded, mishandled, and/or used in acts that render the unit(s) unusable or in need of repairs requiring before comfortable access given.

Additional charges can range from cost of services and labor to repair unit(s), repair materials, additional delivery/placement charges, and/or the full cost of replacing the unit(s) in our inventory. (Not to exceed the cost of a full replacement of a standard portable unit of \$1,200 and a full replacement of a handicap portable unit of \$1,900.)

	eded
x Date Rental Agreement Representative Signature	



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Municipal Utilities	COUNCIL GOAL: Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	
SUB. Consider motion to adopt <b>RESOLUTION</b> authorizi	JECT:  ng the Certificate of Termination of Development

#### **EXECUTIVE SUMMARY:**

Agreement between the City of Ankeny, Iowa and DLE Seven, LLC for the Slim Chickens Right Turn

The City constructed an eastbound right turn lane on NW 18th Street at the Slim Chickens, 1730 N Ankeny Boulevard, site entrance as part of the NW 18th Street - NW Ash Drive to N Ankeny Boulevard City project. The developer made the final payment of \$47,680 as their final construction cost per the original development agreement.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

To approve the Resolution and Certificate as attached.

Lane Construction.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:
ATTACHMENTS:
Click to download
□ Resolution
<u>Termination Certificate</u>
Development Agreement

#### RESOLUTION

# A RESOLUTION AUTHORIZING THE CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND DLE SEVEN, LLC

**WHEREAS,** DLE Seven, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Slim Chickens (1730 N Ankeny Boulevard); and

**WHEREAS,** a Development Agreement was recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records and referenced real property of 1730 N Ankeny Boulevard.

**WHEREAS,** the Developer has complied with the provisions of the Development Agreement.

**NOW, THEREFORE,** the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records.

**DATED** this 18<sup>th</sup> day of March, 2024.

	Mark E. Holm, Mayor	
ATTEST:		

#### WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk City of Ankeny 410 W. First St Ankeny, IA 50023

PREPARED BY: Mitchell Wedell, PE, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

(515) 963-3523

# CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND DLE SEVEN, LLC

\_\_\_\_\_

**WHEREAS,** DLE Seven, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Slim Chickens (1730 N Ankeny Boulevard); and

**WHEREAS,** a Development Agreement was recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records and referenced real property of 1730 N Ankeny Boulevard.

**WHEREAS**, the Developer has complied with the provisions of the Development Agreement.

**NOW, THEREFORE,** the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records.

**DATED** this 18<sup>th</sup> day of March, 2024.

	Mark E. Holm, Mayor	
ATTEST:		
Michelle Yuska, City Clerk		

## STATE OF IOWA, COUNTY OF POLK, ss:

	of March 2024, before me, the underly appeared Mark E. Holm and Miche	rsigned, a Notary Public in and for the
	• 11	or and City Clerk of the City of Ankeny
, , ,	oration; that the seal affixed to the abo	3 3
1	nunicipal corporation, and the said Ma	
C		pluntary act and deed and the voluntary
act and deed of said mu	nicipal corporation, by it and by then	i voluntarily executed.
		_
Notary I	Public in and for the State of Iowa	

Recorded: 11/19/2021 at 9:00:46.0 AM County Recording Fee: \$17.00 lowa E-Filing Fee: \$3.32 Combined Fee: \$20.32 Revenue Tax: Polk County, Iowa Julie M. Haggerty RECORDER

Number: 202100122354 BK: 18870 PG: 61

WHEN RECORDED RETURN TO: Denise L. Hoy, City Clerk City of Ankeny 410 W. First St Ankeny, 1A 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

# DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND DLE SEVEN, L.L.C.

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a preliminary site plan concept for a proposed "Slim Chickens" restaurant at 1730 N Ankeny Boulevard (hereinafter the "Site Plan") from the DLE Seven, L.L.C. (hereinafter the "Developer"); and

WHEREAS, the City has programmed the NW 18th Street Reconstruction, NW Ash Drive to N Ankeny Boulevard, project (hereinafter the "City Project") into the City's current five-year Capital Improvement Program (CIP). The City Project is currently programmed to be designed in 2022 and constructed in 2023; and

WHEREAS, the traffic study completed as part of the City Project shows that additional traffic generated by the Site Plan will warrant, by year 2031, a right turn lane on NW 18th Street at the right-in/right-out access intersection on the south side, approximately 300 feet west of N Ankeny Boulevard (hereinafter the "Access Location"). The City is acceptable to constructing the right turn lane with the City Project and receiving reimbursement from the Developer after project completion.;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

- 1. The City will design and construct the right turn lane at the Access Location as part of the City Project.
- 2. The Developer agrees to reimburse the City for all construction-related costs for the right turn lane on NW 18th Street at the Access Location, not to exceed \$50,000.00. The actual amount will be based on the certified construction costs at the time of project completion. Payment shall be made by the Developer to the City within thirty (30) days after the public improvements for the City Project have been completed and accepted by the City Council.
- 3. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") necessary for any street, public utility, pedestrian ramp, or other improvements needed to complete the City Project. The Right of Way shall be provided at no cost to the City.
  - 4. This Agreement shall be governed by the laws of the State of Iowa.

- 5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.
- 6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.
- 7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.
- 8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.
- 9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.
- 10. This Agreement is contingent on City approving the Site Plan and Developer and Owner fully executing the Ground Lease. If either condition is not satisfied by December 31, 2021, this Agreement shall terminate automatically.

City:

City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023 Attn.: Don Clark, PE

Denny Elwell Company, LC:

DLE Seven, L.L.C. 2401 SE Tones Drive, Suite #17 Ankeny, Iowa 50021 Attn.: Chris Murray

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the **g-m** day of **normalize**, 2021.

By:

Chris Murray, President & CEO

STATE OF IOWA, COUNTY OF POLK, ss:

On the Order day of November, 2021, before me, a Notary Public in and for said County and State personally appeared Chris Murray, respectfully of Denny Elwell Company, LC, to me personally known, who being by me duly sworn, did say that he is the President and CEO of Denny Elwell Company, LC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, by it and by him yoluntarily executed.

Notary Public in and for said State of Iowa



CITY OF ANKENY, IOWA

By: Jary Lorenz, Mayor

Attest:

By: Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the 15th day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARY LORENZ and DENISE L. HOY, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the 15+day of November 2021, and the said GARY LORENZ and DENISE L. HOY acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa





City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Economic Development

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

#### SUBJECT:

Consider motion to approve the Consent to Collateral Assignment of Tax Increment Development Agreement and Estoppel Agreement between the City of Ankeny and Pet Parents, LLC.

#### **EXECUTIVE SUMMARY:**

The City entered into a development agreement with Pet Parents, LLC to construct an approximately 42,000 square foot facility at 1810 SW Magazine Road in Ankeny. Pet Parents is requesting to assign all of Pet Parents' rights and privileges outlined in the tax increment development agreement dated March 1, 2021 to Central Bank to secure their loan for the construction of the new facility. This type of assignment is allowed under the terms of the approved development and is common with projects this size. The assignment does not change Pet Parents' obligations outlined in the agreement.

#### FISCAL IMPACT: No

The assignment gives Central Bank a first position on tax increment financing rebates from the City in the event of default on their loan for the construction of Pet Parents' facility. It also authorizes the City to send rebate payments directly to Central Bank.

## CITY MANAGER'S RECOMMENDATIONS:

To authorize the Mayor to execute the attached document.

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

The City Council held a public hearing and approved a development agreement with Pet Parents on March

# 1, 2021. PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION: ATTACHMENTS: Click to download

Pet Parents Collateral Assignment to Central

# CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT DEVELOPMENT AGREEMENT AND ESTOPPEL AGREEMENT

THIS CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT DEVELOPMENT AGREEMENT AND ESTOPPEL AGREEMENT ("Consent") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_\_\_, 2024, by the City of Ankeny, 410 W. 1st Street, Ankeny, Iowa 50023 ("City") in favor of Central Bank, 4848 86<sup>th</sup> St. Urbandale, IA 50322 ("Bank").

#### WITNESSETH:

WHEREAS, Pet Parents Holdings Ankeny, LLC, an Iowa limited liability company ("Borrower") owns that certain real property in the City of Ankeny, legally described in Exhibit "A" attached hereto (the "Property"); and,

WHEREAS, Borrower has developed and constructed a 42,649 square foot headquarters on the Property (the "Improvements") for use by Pet Parents, LLC, an Iowa Limited Liability Company ("PPLLC").

WHEREAS, Borrower has obtained certain construction loans in the aggregate amount of \$7,612,200.00 (the "Loans") from Bank to finance Borrower's engineering, design, development, construction, furnishing and equipping of the Improvements on the Property (all as defined in that certain Construction Loan Agreement between Borrower and Bank of dated July 16, 2021, the "Loan Agreement"); and,

WHEREAS, to evidence the Loan, Borrower has executed and delivered to Bank the certain Promissory Notes of dated July 16, 2021, in the aggregate original principal amount of \$7,612,200.00 (together with all modifications, amendments, renewals, extensions, restatements and replacements thereof, hereinafter referred to as the "Notes"); and,

WHEREAS, the Notes are secured by, among other things, a Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (as the same may be amended, restated, replaced, supplements, or otherwise modified from time to time, collectively, the "Mortgage") dated July 16, 2021, which grants Bank a first priority lien on the property encumbered thereby, including the Improvements. The Note, Loan Agreement, Mortgage, the Collateral Assignment (as defined herein) and any of the other documents evidencing or securing the Loan or executed or delivered in connection therewith are collectively referred to as the "Loan Documents;" and,

WHEREAS, PPLLC entered into a certain Tax Increment Development Agreement with the City, approved by the City on March 1, 2021 and filed of record on March 4, 2021 in Book 18395, Page 498 in the Office of the Polk County Recorder (the "Agreement") pertaining to the acquisition, development, financing, and construction of the Improvements on the Property, as amended, modified, supplemented or restated; and,

WHEREAS, in consideration for PPLLC's performance under the Agreement, the City has agreed (subject to conditions noted therein), to make certain payments, including contributions and tax rebates, to PPLLC; and,

WHEREAS, Bank is willing to extend an additional loan to PPLLC subject, to, among other things, PPLLC assigning to Bank in a first priority position, all of PPLLC's right, title and interest in the Agreement, including all rights it has to the payments and economic development grants under the Agreement to secure the Loan; and,

WHEREAS, PPLLC is collaterally assigning a first priority interest its rights, privileges, powers and interests in, to and under the Agreement to Bank to secure the additional loan, including all its right to payments, including all contributions and tax rebates to which it is entitled under the Agreement by virtue of that Collateral Assignment of Tax Increment Development Agreement ("Collateral Assignment"); and,

WHEREAS, City desires to consent to the Collateral Assignment and acknowledges that Bank is relying on this Consent in entering into the additional loan and all affiliated Loan Documents,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby covenants and agrees as follows for the benefit of Bank:

- 1. A true, correct and complete copy of the Agreement was approved by the City on March 1, 2021 and filed of record on March 4, 2021 in Book 18395 Page 498, in the Office of the Polk County Recorder and evidences the entire agreement between PPLLC and the City with respect to the Improvements and the Property. The Agreement has not otherwise been amended, supplemented or otherwise modified as of the date hereof.
- 2. City acknowledges that PPLLC is assigning and granting a security interest, for collateral purposes, in all of PPLLC's right, title and interest in and to the Agreement to Bank by virtue of that Collateral Assignment, including the assignment of all right to payments, including all economic development grants and tax rebates to which they are entitled under the Agreement from City to secure the additional loan.
- 3. City represents and warrants to Bank that: (i) the Agreement is currently in full force and effect; (ii) City has not given notice of default to PPLLC; (iii) the Agreement constitutes the valid and binding agreement of City, enforceable in accordance with its terms; and (iv) City has the full authority under all applicable state and local laws and regulations, to perform all of its obligations under the Agreement.
- 4. City states that it has no knowledge of any notice of any prior assignment, sale, hypothecation or pledge of PPLLC's interest under the Agreement.

- 5. City agrees to make future payments to Bank, including paying all contributions and tax rebates owed PPLLC as set forth in the Agreement directly to Bank until such time as the Collateral Assignment is released of record. City shall issue payments to the Bank at the address set forth in Section 12, below, or if payment is made by wire transfer, the funds shall be wired to Bank by instructions given by Bank to the City.
- 6. It is expressly understood that Bank neither assumes nor has any obligations to City to exercise PPLLC's rights under the Collateral Assignment or to declare an Event of Default (as defined in the Collateral Assignment), but that the option to exercise such rights or declare an Event of Default rests in the sole and absolute discretion of Bank.
- 7. At the date hereof, City represents that it has no counterclaim, right of setoff, defense or like right against PPLLC.
- 8. City agrees that it will provide Bank with a copy of any notice of default required under the Agreement at the same time and in the same manner as it is to be provided to PPLLC pursuant to the Agreement and that Bank shall have the right, but not the obligation, to cure any such default on behalf of PPLLC within the periods of time set forth in the Agreement.
- 9. City agrees that it will not terminate the Agreement or cease to perform its obligations thereunder for any reason, including PPLLC's failure to make any payments to City, without giving written notice to Bank of such intention to terminate or cease performing its obligations and allowing Bank reasonable time to cure any defaults as is provided in this Consent.
- 10. Notwithstanding anything that may be interpreted to the contrary in this Consent and the Collateral Assignment, the terms and obligations of the Agreement are in no way amended or altered, and the City shall have no obligations to advance economic development grants, tax rebates, or commitments, except as required by the terms of the Agreement.
- 11. All notices, consents, approvals and requests required or permitted hereunder or under the Loan Agreement or related Loan Documents shall be given in writing and shall be effective and sufficient notice if service is sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) Federal Express, UPS or another reputable overnight courier, or (c) by hand by commercial courier service, addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this Section. Any Notice shall be deemed to have been received: (i) three (3) days after the date such Notice is mailed, (ii) on the date of delivery by hand (or refusal to accept such delivery) if delivered during business hours on a Business Day (otherwise on the next Business Day), and/or (iii) on the next Business Day if sent by an overnight commercial courier. Notices shall be deemed effective if delivered by counsel to either party, as if given directly by such party.

**If to Pet Parents:** Pet Parents, LLC

1808 SW Magazine Rd. Ankeny, IA 50023

**If to City:** City of Ankeny

410 W 1st Street Ankeny, Iowa 50023

**If to Bank:** Central Bank

Attn: Jeffery D. Damman

4848 86<sup>th</sup> St.

Urbandale, IA 50322

Tel: (515) 309-5102 Fax: (515) 309-9801

Any party may change the address to which any such Notice is to be delivered by furnishing ten (10) days prior written notice of such change to the other parties in accordance with the provisions of this Section. Notices shall be deemed to have been given on the date as set forth above, even if there is an inability to actually deliver any such Notice because of a changed address of which no Notice was given, or there is a rejection or refusal to accept any Notice offered for delivery.

- 12. City agrees that no material change or amendment shall be made to the terms of the Agreement without the prior written consent of Bank, which consent should not be unreasonably withheld or delayed. The parties thereto agree that this Consent does not release PPLLC from its obligations under the Agreement.
- 13. City further agrees upon request from Bank, to furnish Bank with copies of such information as PPLLC is entitled to receive under the Agreement.
- 14. The statements made herein shall be binding upon and inure to the benefit of City, their successors and permitted assigns, and shall be binding upon and inure to the benefit of Bank and Bank's successors and assigns.
- 15. The person executing this Consent is duly empowered to do so on behalf of City, respectively.
- 16. THIS CONSENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IOWA. ANY ACTION BROUGHT IN CONNECTION WITH THIS CONSENT SHALL BE BROUGHT IN THE IOWA FEDERAL OR STATE DISTRICT COURT SITTING IN POLK COUNTY, IOWA AT THE ELECTION OF BANK.

- 17. All terms not otherwise defined herein shall have the respective meanings given to such terms in the Agreement.
- 18. This Consent may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Any counterpart may be executed by facsimile copy.
- 19. Upon payment in full of the Loan and release of the Mortgage, whichever last occurs, this Consent will terminate.

By signing below, the parties hereto acknowledge that in concurrently received of a copy of the document and each document referenced herein.

IN WITNESS WHEREOF, THIS CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT DEVELOPMENT AGREEMENT has been executed by City the day and year first above written above.

# CITY OF ANKENY, IOWA

ATTEST:	
	By:
By:	Mark Holm, Mayor
, City Clerk	•

STATE OF IOWA )	
) ss:	
COUNTY OF POLK )	
On this day of	, 2024, before me, the undersigned, a Notary
	peared Mark Holm and, to me
	duly sworn did state that they are the Mayor and City
	ya, a municipal corporation; that the seal affixed to the
	of the corporation; that the instrument was signed on
	authority of its City Council, as contained in the
	under Roll Call No. 24 of the City
	, 2024, and that Mark Holm and
	he execution of the instrument to be the voluntary act
and deed of City of Ankeny, Iowa, by it and	•
	Notary Public in the State of Iowa
	My commission expires:

The undersigned acknowledges and consents to the forgoing Consent.

# PET PARENTS, LLC

By:							
Blake Anders	sen (f/k/a Bla	ake Anderson	) Manager				
Address:	1810 SW M Ankeny, Iov	C					
STATE OF IC	OWA		)				
COLUNITIVO	S DOLLZ		)ss:				
COUNTY OF			)				
This	instrument		U			the Anderson), a	day of s Manager
of Pet Parents	, LLC, an Iov		•	,		,,	C
					11.	1.6 .1 .6.	
				•		I for the State ires:	of Iowa
(SEAL)							

# **EXHIBIT "A" The Property**

That certain real property located in the City of Ankeny, Polk County, Iowa, described as follows:

Lot 1 in VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.



City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Ensure Economic Vitality
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	

#### SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into an amended contract with the Iowa Economic Development Authority and Kreg Enterprises, Inc.

#### **EXECUTIVE SUMMARY:**

IEDA recently approved an amendment to contract (#19-HQJP-013) between IEDA, Kreg Enterprises, Inc. and the City of Ankeny. This contract awarded incentives for the creation of 20 jobs resulting from the construction of Kreg's new facility in the Crosswinds Business Park. Kreg received a 19-month extension to the project completion date with this amendment, allowing Kreg additional time to create the 20 new jobs. The project completion date has been extended from May 31, 2023 to December 31, 2024. As a party to the contract, City Council action is required for amendments to the contract. This is the only amendment to this contract at this time and is the second amendment Kreg has been awarded, both allowing additional time to meet employment projections.

#### FISCAL IMPACT: No

IEDA's contract concerns incentives provided to Kreg by the State of Iowa. It does not pertain to local incentives provided by the City. Kreg is in compliance with all the terms of their development agreement

## CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

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

The City Council approved Resolution No. 2019-084 on March 4, 2019 authorizing the Mayor to execute the original contract between IEDA, Kreg and the City. The City Council approved Resolution No. 2022-342 on July 5, 2022 authorizing an amendment to the original contract, which awarded Kreg a 15 month extension to their original project completion date of December 31, 2021.

	PUBLIC OUTREACH EFFORTS:	
N/A		
	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
☐ <u>IEDA Amend Reso</u>		
☐ IEDA Kreg Contact amended		

#### **RESOLUTION NO. 2024-XXX**

# A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO ENTER INTO AN AMENDED CONTRACT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND KREG ENTERPRISES, INC.

**WHEREAS**, the City Council of the City of Ankeny, Iowa, recognizes that the State of Iowa's High Quality Jobs Program promoted job creation and capital investment in a new facility for Kreg Enterprises, Inc; and

**WHEREAS**, the new facility recently completed by Kreg Enterprises, Inc. provides capital investment and job creation within the City of Ankeny and the State of Iowa; and

WHEREAS, the City Council approved Resolution 2019-084 on March 4, 2019 authorizing the Mayor to execute contract number 19-HQJP-013; and

WHEREAS, the lowa Economic Development Authority Board amended the contract's project completion date a second time, pushing back the project completion date to December 31, 2024 from May 31, 2023 and the end of the maintenance period from May 31, 2025 to December 31, 2026; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa, hereby approves the Economic Development Assistance Contract as amended between Kreg Enterprises, Inc., the City of Ankeny and the Iowa Economic Development Authority, authorizes the Mayor to execute said contract and authorizes the City staff to do all things necessary to carry out the terms of the Contract.

Passed and approved this 18th day of March, 2024.

		Mark E. Holm, Mayor
ATTEST:		
	Michelle Yuska, City Clerk	

# **CONTRACT AMENDMENT**

RECIPIENT:

PRINT/TYPE NAME, TITLE

DATE

MASTER CONTRACT #:

Kreg Enterprises, Inc. 19-HQJP-013

AMENDMENT #: EFFECTIVE DATE:	2 February 16, 2024
<b>DEVELOPMENT AUTHORITY</b> , (hereafter "IA 50315, an agency of the State of Iowa, K	made by and among the IOWA ECONOMIC IEDA"), 1963 Bell Avenue, Suite 200, Des Moines, Kreg Enterprises, Inc. ("Recipient"), 7500 SE City of Ankeny ("Community"), 410 West First
WHEREAS, Recipient, has requeste	d an extension of the Project Completion Date.
WHEREAS, the <b>IEDA BOARD</b> approstated above, and	oved an extension, effective as of the Effective Date
NOW, THEREFORE, the Contract re	eferenced above is amended as follows:
Project Completion Date. Details of t	BLIGATIONS." Exhibit D is amended to revise the his change are reflected in the attached Revised ed by this reference and made a part of this Contract
Except as otherwise revised above, the term HQJP-013 remain unchanged and are inf ful	ns, provisions and conditions of Contract Number 19- Il force and effect.
FOR RECIPIENT:	FOR IEDA:
Carrie Trenkamp Carrie Trenkamp (Feb 27, 2024 15:45 CST)	
SIGNATURE	Debi Durham, Director
Carrie Trenkamp	
PRINT/TYPE NAME, TITLE	DATE
02/27/2024	
DATE	_
FOR COMMUNITY:	
SIGNATURE	-

#### **EXHIBIT D – JOB OBLIGATIONS**

Revised February 16, 2024

**Recipient:** Kreg Enterprises, Inc.

Community: City of Ankeny Contract Number: 19-HQJP-013

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outlines the contractual job obligations related to this Project.

Data in the "Employment Base" column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the "Total Job Obligations" column.

HQJP JOB OBLIGATIONS		Employment	Jobs	Total
Project Completion Date:	May 31, 2023 December 31, 2024	Base	To Be Created	Job
Maintenance Period Completion Date:	May 31, 2025 December 31, 2026			Obligations
Tot	al employment at project location	225	20	245
Average wage of total employment at project location		\$28.39		
Qualifying Laborshed Wage threshold requirement (per hr)		\$30.32		
Number of jobs at or above qualifying wage		78	20	98
Average Wage o	f jobs at or above qualifying wage	\$48.98		

#### **Notes re: Job Obligations**

- 1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
- 2. Employment Base includes 0 "Retained Jobs".

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider "Full-time Equivalent (FTE) Job" to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

#### Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,250 for single coverage or \$4,500 for family coverage.



City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Enhance Quality of Life
ACTION REQUESTED: Resolution	
LEGAL: Item Reviewed by Legal Counsel	

#### SUBJECT:

Consider a motion to adopt **RESOLUTION** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.

#### **EXECUTIVE SUMMARY:**

This item is requested for City Council consideration as a means to formalize the long-standing relationship that exists between the City of Ankeny and the Ankeny Area Chamber of Commerce for the annual SummerFest event. The Agreement outlines the public benefit received for the in-kind services provided, outlines expectations for the parties, and ensures proper insurance and indemnification is agreed upon. This type of Agreement is a requirement to account for the use of public funds in this manner with a non-profit organization.

The City and Chamber have a decades long relationship of promoting and celebrating the community. This relationship includes partnering on past SummerFest events and activities as well as the Celebrate Ankeny 2021 event held during COVID. The event is held annually and the City's participation includes hosting activities on City-owned property, closing certain streets for the event and parades, and providing

in-kind support services through the Police, Fire/EMS, Public Works, Communications, Utilities, and Parks & Recreation departments. Staff from the City Manager's Office are also involved in event planning, accounting, and reporting.

An accounting of the City's obligation of resources, operational impacts, and costs associated with supporting the event is maintained for cost allocation purposes. This cost is reviewed with the City Council after the event which occurs through a presentation of a financial report that is requested to be received and filed. The most recent 2023 report is attached to this agenda item. The in-kind services and miscellaneous costs for the SummerFest and Celebrate Ankeny events are paid from the City Council authorized funds allocated from the Hotel/Motel Tax Fund that is discussed during the City's annual budget process.

#### FISCAL IMPACT: Yes

Costs associated with supporting the SummerFest event is specifically included in the City Manager recommended FY2025 budget. Funds from the Hotel/Motel Tax Fund are used to offset the staff resources and miscellaneous expenses incurred. Excluding the 2021 Celebrate Ankeny event, the five-year average expenditure to support SummerFest has been approximately \$54,000 annually. Notably, the in-kind support provided to the 2023 SummerFest event decreased to just under \$39,000.

#### CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the motion adopting the resolution approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.

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

Resolution No. 2007-201; SummerFest Policy approved by Motion of Council of 03/07/2011; Resolution No. 2022-319; Resolution No. 2023-238; and Annual SummerFest Reports - most recently SummerFest Memo 2023.

# PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION: ATTACHMENTS: Click to download Resolution Agreement 2023 Financial Report

#### **RESOLUTION 2024 –**

# A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EVENT AGREEMENT TO PROVIDE IN-KIND SERVICES TO THE ANKENY AREA CHAMBER OF COMMERCE IN SUPPORT OF SUMMERFEST 2024 AND SUMMERFEST PARADES

**WHEREAS**, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, Uptown, and on City streets; and

**WHEREAS**, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District and Uptown have been requested by the Chamber to be approved for closure during SummerFest; and

**WHEREAS**, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest; and

**WHEREAS**, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during Summerfest at The District; and

**WHEREAS**, the City is the owner of the park known as the Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night in Uptown during SummerFest; and

**WHEREAS,** the Chamber and City desire that the City Streets, City Parking Lots, and City Parks, be used for the purpose of SummerFest and SummerFest Parades; and

**WHEREAS**, the Chamber has requested and the City desires to provide in-kind services for the support of SummerFest and the SummerFest Parades and have agreed to a set of terms and conditions, a copy of which agreement is hereto attached.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Event Agreement on behalf of the City of Ankeny, Iowa, authorizing the Chamber the use of City Streets, City Parking Lots, and City Parks as set forth in the Event Agreement.

PASSED AND APPROVED this day	of, 2024.	
	Mark E. Holm, Mayor	
ATTEST:		
Michelle Yuska, City Clerk		

#### **EVENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024, by and between the City of Ankeny, an lowa municipal corporation (hereinafter "City"), and the Ankeny Area Chamber of Commerce (hereinafter "Chamber").

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, City parks, and on City streets;

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District have been requested by the Chamber to be approved for closure during SummerFest (collectively referred to herein as the "City Streets");

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest (collectively referred to herein as the "City Parking Lots");

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during SummerFest (referred to herein as the "City Park");

WHEREAS, the City is the owner of the park known as Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night during SummerFest (referred to herein as the "AMP");

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots, AMP, and City Park (collectively referred to herein as the "Event Property") be used for the purpose of SummerFest (the "Event") and SummerFest Parades (the "Event Parades"); and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of the Event and the Event Parades.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- **1. Term of Agreement**: The term of this Agreement shall commence on the <u>7th</u> day of July 2024, and shall last the duration of the Event, terminating on the <u>15th</u> day of July 2024 (the "Term").
- **2. Location; Use**: The Chamber is hereby authorized to use the Event Property for the purposes of the Event and Event Parades during the Term.
- **3. Duties and Obligations of Chamber**: Duties and obligations of the Chamber shall include, but are not limited to, those as described herein:
  - a) Organize, staff, manage, promote and pay for costs associated with the Event and Event Parades that are not otherwise covered by the City's in-kind resource allocation.
  - b) Recognize the City as Event sponsor at the \$35,000 level on all advertising and on event website.

- c) Provide the City with an opportunity to set up an informational tent at the Event.
- d) Complete and provide the City with the results of a participant satisfaction survey within ninety (90) days of the end of the Term.
- e) Provide the City with a written event summary or presentation within six months of the end of the Term;
- f) Provide a location for a command post for City Fire Department and EMS staffing presence at the Event and for City Police Department command post.
- g) Provide the City with free entry to the Event Parade for the Police Department, Fire/EMS Department, and Ankeny Kirkendall Public Library.

#### 4. Duties and Obligations of City: Duties and obligations of the City shall be as follows:

- a) Closure of City Streets as requested by the Chamber and approved by the City for the Event.
- b) Closure of City Streets as requested by the Chamber and approved by the City for Event Parades.
- c) Closure and use of City Parking Lots as requested by the Chamber and approved by the City for the Event. The library parking lot may not be closed prior to Sunday, July 7 at 5 p.m.
- d) Closure of City Park as requested by the Chamber and approved by the City for the purpose of holding a firework display for the Event.
- e) Closure of the AMP as requested by the Chamber and approved by the City for the purpose of holding a Family Fun Night for the Event.
- f) Waiver of fees, permits, and charges for the Event, including:
  - i. 3-day temporary food vendor permit fee;
  - ii. AMP rental fee;
  - iii. AMP table and chairs rental fee;
  - iv. Community Development associated permit and inspection fees (i.e. tent permits);
  - v. Fire inspection fee;
  - vi. Food vendor application fee; and
  - vii. Water provided for the Event through meters provided by the Chamber.
- g) City Fire Department resources as deemed necessary and available by the City, including:
  - i. City Fire Department and EMS staffing presence at the Event and located at an event command post;
  - ii. Ambulance and EMS staffing located at the Event;
  - iii. Ride and game inspection prior to the start of the Event; and
  - iv. EMS gator to be used by City staff.
- h) City Parks and Recreation Department resources as deemed necessary and available by the City, including debris clean up at the City Park at the conclusion of the Event.
- i) City Police Department resources as deemed necessary and available by the City, including:
  - i. Patrol presence on the grounds of the Event, Event Parades, AMP, and City Park;
  - ii. Command post established for public safety personnel and monitoring of the Event;
  - iii. Officer escort for Chamber staff when making cash deposit during the Event and for night drops, which night drops shall require a police officer and cruiser escort to a bank; and
  - iv. Police cruiser to lead Event Parades.
- j) City Public Works Department resources as deemed necessary and available by the City, including:
  - i. Road barricades for Event Parades;
  - ii. Street sweeping of the City Streets used for Event Parades;
  - iii. Traffic cones, barricades, and road closure signs demarcating the Event Parade routes;
  - iv. Stop signs at the Event site as required by the City;
  - v. Traffic control design assistance for the Event Parades; and

- vi. Temporary posts and barrier ropes around the safety zone for the Event firework display area.
- k) City Municipal Utility Department resources as deemed necessary and available by the City, including temporary water meter installations at a maximum of six locations for the Event.
- 5. Liability of City: The City shall not be liable for any damage, loss or injury to the person, property or effects of Chamber or any vendor, agent, servant, employee, patron or participant in the Event or Event Parades on, in or about the Event Property during the Event or Event Parades activities other than through the negligence attributed to the City. To the fullest extent permitted by law, the Chamber shall defend, hold harmless and indemnify the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by the Chamber, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, the Chamber shall not be required to indemnify the City from the consequences of the City's own negligence.
- 6. Insurance: The Chamber shall carry and maintain during the entire term hereof at Chamber's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). City shall be named as an additional insured on said policy. The Chamber shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of Event and Event Parades. The Chamber shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.
- **7. Completeness of Agreement and Modification**: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
- **8. Certification of Authority**: The undersigned certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber respectively and have full authority to bind the City and the Chamber in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa	Ankeny Area Chamber of Commerce		
By: Mark E. Holm, Mayor	By: Walisa Cox Melisa Cox, President/CEO		
Attest:			
By: Michelle Yuska, City Clerk			



#### Jennifer Sease

Administrative Services Director City Manager's Office

Date: August 28, 2023

To: Mayor and City Council

Subject: SummerFest 2023

#### **Background**

In 2007, the Ankeny City Council adopted Resolution No. 2007-201 formally recognizing Ankeny SummerFest as a special community festival eligible for support from the City of Ankeny through in-kind services.

In 2011, the Ankeny City Council approved a SummerFest Policy. The policy provided that as long as this special community festival is administered by the Ankeny Area Chamber of Commerce, the City will continue providing an annual subsidy within its fiscal means. The policy capped the maximum City contribution of in-kind services at \$50,000 annually to be paid from the hotel/motel tax fund. The maximum contribution has been adjusted approximately 5% annually and is approved in the hotel/motel tax fund budget.

#### **Financial and Operational Impacts**

The table below represents the history of the City's SummerFest and Celebrate Ankeny commitment of in-kind services (primarily personnel costs and equipment usage):

SummerFest 2011	\$ 41,768.11
SummerFest 2012	49,595.20
SummerFest 2013	61,251.89
SummerFest 2014	47,392.21
SummerFest 2015	46,918.98
SummerFest 2016	45,615.81

SummerFest 2017	\$ 58,742.52
SummerFest 2018	58,657.37
SummerFest 2019	59,180.95
Celebrate Ankeny 2021	12,838.13
SummerFest 2022	54,630.06
SummerFest 2023	38,988.49

The table below represents the departmental costs related to SummerFest 2023:

Department	Per	sonnel Costs Regular	Per	rsonnel Costs Overtime	M	iscellaneous Costs	Total
Fire	\$	1,483.03	\$	2,747.47	\$	323.15	\$ 4,553.65
Park Maintenance		899.94		743.60		1,258.44	2,901.98
Police		988.25		19,470.92		-	20,459.17
Public Works		885.25		4,791.60		3,362.66	9,039.51
Water		77.88		790.04		251.13	1,119.05
Wastewater		-		646.88		268.25	915.13
Total	\$	4,334.35	\$	29,190.51	\$	5,463.63	\$ 38,988.49

The FY 2024 budgeted commitment to SummerFest 2023 is \$71,000. The actual departmental costs of \$38,988.49 are \$32,011.51 below budget. These costs will be paid from the hotel/motel tax fund. The relocation of SummerFest to The District at Prairie Trail in 2022 and further improvements and familiarity with the site in 2023 showed a further reduction in in-kind services, primarily in the park maintenance, police and public works

departments. It is anticipated that the FY 2025 budget allocation to SummerFest 2024 will be reduced to reflect the actual cost of the event over the past couple of years.

#### Conclusion

This report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with SummerFest 2023. It also demonstrates the City's commitment to SummerFest and provides valuable information to the Ankeny Area Chamber of Commerce.



City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:
City Manager Provide Regional Leadership

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

#### SUBJECT:

Consider motion authorizing the Mayor to sign a letter of support for a grant application by Polk County for enhancing regional residential weatherization programs through the U.S. Environmental Protection Agency's Climate Pollution Reduction Grant program.

#### **EXECUTIVE SUMMARY:**

Polk County will be applying for funding through the U.S. Environmental Protection Agency's (US EPA) Climate Pollution Reduction Grant (CPRG) program. Due to the competitiveness of the grant funding, Polk County is requesting the City of Ankeny to provide a letter of support for their application.

Providing a letter of support for Polk County does not financially obligate the City for any part of the funding or improvement costs that may be outlined by Polk County's application for funding.

In August 2023, Polk County accepted a planning grant award through the US EPA CPRG program to create a priority climate action plan (PCAP). Polk County's PCAP is a regional plan consisting of action-ready priorities to support investment in regional policies, practices, and technologies that details ways to reduce pollutant emissions, create high-quality jobs, spur economic growth, and enhance the quality of life in central Iowa.

On March 1, 2024, the Polk County Public Works Department notified eligible government entities, of which the City of Ankeny is such, about their eligibility to apply for Phase II CPRG implementation grants. Polk County will be submitting an application to implement the following strategies for their proposed residential energy efficiency and capacity program:

- Expand upon existing energy audit and weatherization programs
- Fund energy auditor and contractor training and certification programs
- · Conduct neighborhood assessments of Low-Income and Disadvantaged Communities and plant diverse native trees and shrubs to sequester carbon and reduce heat island effects
- Partner with workforce organizations and institutions of higher learning on training programs for energy audits and follow-up services

The program will be available to residents of the following central Iowa counties: Dallas, Guthrie, Jasper, Madison, Polk, Story, and Warren with a focus on low-income and disadvantaged households. If awarded, Polk County estimates that in addition to the energy savings and carbon sequestration outcomes, approximately 1,674 additional households could be audited and weatherized and more than 35,000 native trees and shrubs would be planted.

FISCAL IMPACT: <b>No</b> Approval of this item does not result in a financial impact for the City of Ankeny.			
CITY MANAGER'S RECOMMENDATIONS: The City Manager recommends approval of this item as presented.			
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):			
PUBLIC OUTREACH EFFORTS:			
ACTION REQUESTED:			
ADDITIONAL INFORMATION:			
ATTACHMENTS:			
Click to download			
☐ Letter of Support			



March 18, 2024

Polk County Public Works 5885 NE 14th Street Des Moines, Iowa 50313

Re: Letter of Support – US EPA's Carbon Pollution Reduction Grant

Dear Polk County Public Works staff:

This letter is written in support of Polk County, Iowa's application for implementation funding through Phase II of the US EPA's Carbon Pollution Reduction Grant (CPRG). The proposed implementation strategy by Polk County will support Central Iowa's broader regional climate action goals as well as support the surrounding region by:

- Expanding upon existing energy audit and weatherization programs;
- Fund energy auditor and contractor training and certification programs;
- Conduct neighborhood assessments of Low-Income and Disadvantaged Communities and plant diverse native trees and shrubs to sequester carbon and reduce heat island effects; and
- Partner with workforce organizations and institutions of higher learning on training programs for energy audits and follow-up services.

Central Iowa's Priority Climate Action Plan, submitted to the US EPA on March 1, 2024, shows low-income residential housing requires unprecedented investments to reduce emissions, maintain affordability for low and fixed-income households, and enhance the efficiency and resiliency of homes, neighborhoods, and communities. Polk County's proposal provides action-ready strategies to accelerate the pace of assistance provided to low-income households across Central lowa, as well as ensure capacity to do so, through existing agency programs.

The City of Ankeny appreciates Polk County's holistic approach to this proposal, and supports Polk County's application to CPRG Phase II on behalf of Central Iowa.

Sincerely,

Mark E. Holm Mayor



City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
Consent Agenda Items CA-1 through CA-53
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
<b>Action:</b> <span>Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-53.</span>

ADDITIONAL INFORMATION:

# ATTACHMENTS:

Click to download		
No Attachments Available		



City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:  Economic Development
ACTION REQUESTED: Motion
LEGAL:
SUBJECT:
Cultural Arts Board:
Appointments to the Cultural Arts Board as follows:  • Samuel Malaskin – appointment effective 3/18/2024 - 4/30/2028  • Aaron Thacker - reappointment effective 5/01/2024 - 4/30/2028
EXECUTIVE SUMMARY:
Mayor Holm is asking council to approve the recommendation he is making for appointments to the Cultural Arts Board.
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

# ACTION REQUESTED:

**Action:** <span style="color: black;">Consider motion to approve appointments to the Cultural Arts Board as presented.</span>

## ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to download

No Attachments Available



City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
City Manager Provide Regional Leadership

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
CIWW: Central Iowa Water Works (CIWW) Appointments

#### **EXECUTIVE SUMMARY:**

On January 2, 2024 the City Council approved the 28E/F Agreement to become a founding member agency for the newly constituted Central Iowa Water Works (CIWW). As the agency is forming, representatives from participating agencies are required to be designated by each respective governing board, including subcommittees.

According to the 28E/F Agreement, the Mayor is to select appointees to represent the city. These appointments are subject to the approval of the City Council.

- 1. Long Range Planning and Capital Improvements Committee
  - Primary Don Clark, Municipal Utilities Director

• Alternate - Shawn Buckner, Utilities Superintendent - Water

#### 2. Technical Committee

- Primary Don Clark, Municipal Utilities Director
- Alternate Shawn Buckner, Utilities Superintendent Water

#### FISCAL IMPACT: No

None

#### CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

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

Resolution 2023-409; Resolution 2024-012; Resolution 2024-067.

#### **PUBLIC OUTREACH EFFORTS:**

#### **ACTION REQUESTED:**

**Action:** <span>Consider a motion to adopt RESOLUTION appointing Don Clark as the primary representative, and Shawn Buckner as an alternative representative to the CIWW&nbsp;</span><span style="font-size: 11pt;">Long Range Planning and Capital Improvements Committee; and CIWW the Technical Committee</span><span>.</span>

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to download

□ Resolution

# **RESOLUTION 2024-**

# A RESOLUTION APPOINTING ANKENY'S REPRESENTATIVES TO THE CENTRAL IOWA WATER WORKS

	e City of Ankeny, Iowa on January 2, 2024 approved the eny to enter into a multi-agency for the as a founding Yorks (CIWW); and
	CIWW requires the appointment of certain committee or, subject to approval by the City Council; and
Iowa, that the following should be a Ankeny's representatives to the CI	<b>SOLVED,</b> by the City Council of the City of Ankeny, and are hereby designated and appointed as the City of WW Long Range Planning and Capital Improvements al Commitee, to serve at the pleasure of the City Council.
Long Range Planning and Capital In	nprovements Committee:
Primary Representative:	Don Clark
Alternate Representative:	Shawn Buckner
Technical Committee:	
Primary Representative:	Don Clark
Alternate Representative:	Shawn Buckner
<b>DATED</b> this 18th day of March, 202	24.
	Mark E. Holm, Mayor
ATTEST:	

Michelle Yuska, City Clerk



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: **COUNCIL GOAL:** City Manager Exercise Financial Discipline **ACTION REQUESTED:** Ordinance - 2nd Reading LEGAL: No Review Required SUBJECT:

Ord 2165: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

#### **EXECUTIVE SUMMARY:**

The ordinance under consideration raises water use rates by 7 percent and service availability charges by 4 percent, effective April 1, 2024.

The increase is needed to fund the 6 percent rate increase from Des Moines Water Works for the purchase of water and for projects planned in the 2024 Capital Improvement Program.

FISCAL IMPACT: Yes

Below is the fiscal impact of the proposed utility rate changes:

	FY 2024		F	Y 2025	\$ Change		% Change	
Solid Waste	\$	61.68	\$	62.16	\$	0.48	0.78%	
Water		448.51		476.36		27.85	6.21%	
Sewer		519.96		519.96		-	0.00%	
Storm Water		78.00		90.00		12.00	15.38%	
•	\$1	,108.15	\$1	,148.48	\$	40.33	3.64%	

This assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. The customer will see an increase of \$40.33 or 3.64% in their utility bill for FY 2025.

#### CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

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

Utility rate recommendations were presented to the City Council at the February 26, 2024 Budget Workshop.

#### PUBLIC OUTREACH EFFORTS:

#### ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2165.

**Action:** <span>Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2165, sending it on its final passage and publication as required by law.</span>

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to download

Ordinance

#### **ORDINANCE 2165**

## AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER RATES

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

**SECTION 1. SECTION MODIFIED.** Section 92.04, Paragraph 1, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective April 1, 2024 and the following adopted in lieu thereof:

#### 92.04 RATES FOR SERVICE.

1. For bills due and payable on or after April 1, 2024, the following rates apply:

A. Service Availability Charge. There is imposed for each billing period, a service availability charge upon each separately metered residential, commercial, industrial or educational premises, directly or indirectly served by a connection to the waterworks systems, based on the following:

		I	Monthly				
	Meter	E	quivalent	M	onthly	M	onthly
Meter	Equivalence		Meter	Billing		SAC	
Size	Factor		Cost	Cost		Charge	
5/8"	1	\$	7.94	\$	2.19	\$	10.13
3/4"	1.5	\$	11.91	\$	2.19	\$	14.10
1"	2.5	\$	19.86	\$	2.19	\$	22.05
1 1/2"	5	\$	39.70	\$	2.19	\$	41.89
2"	8	\$	63.53	\$	2.19	\$	65.72
3"	17.5	\$	138.96	\$	2.19	\$	141.15
4"	50	\$	397.02	\$	2.19	\$	399.21
6"	100	\$	794.05	\$	2.19	\$	796.24
8"	175	\$	1,389.59	\$	2.19	\$1	,391.78

- B. Water Use Rates. In addition to the service availability charge, there are imposed the following water rate charges based on actual metered usage during the billing period for which such charges are assessed:
  - (1) For the first 5,000 gallons used, \$6.83 per 1,000 gallons, plus
  - (2) For all gallons used in excess of 5,000 gallons, \$9.58 per 1,000 gallons.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the 18<sup>th</sup> day of March, 2024.

ATTEST:	Mark E. Holm, Mayor
Michelle Yuska, City Clerk	

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 22<sup>ND</sup> DAY OF MARCH, 2024

1<sup>st</sup> Con <u>03/04/24</u> 2<sup>nd</sup> Con <u>03/18/24</u> 3<sup>rd</sup> Con <u>03/18/24</u>



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

#### **EXECUTIVE SUMMARY:**

Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal (PH 2024-18)

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

The bid opening for this project was held on Tuesday, March 12, 2024. Three (3) bids were received as follows:

- 1. Iowa Signal Inc. \$292,765.70
- 2. Kline Electric, Inc, dba Heartland Underground Solutions \$237,253.30
- 3. Van Maanen Electric, Inc. \$275,122.20

The Engineer's Estimate for the project was \$438,470.00. The bids ranged from approximately 45% to 34% below the estimate. Heartland Underground Solutions is presently the traffic signal and fiber optic infrastructure subcontractor for the City's SE Delaware Avenue & SE 54th Street Traffic Signal project, and has the technical ability to complete this work. The Public Works Department and the design engineering firm, Bolton & Menk, recommend awarding the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project to Heartland Underground Solutions of Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 15, 2024. The Contractor will be required to substantially complete all sidewalk removals, sidewalk installation, fiber optic and traffic signal conduit and handholes installed, fiber optic cable installed (except splices and terminations), traffic signal pole and cabinet foundations completed, and PCC patching no later than September 15, 2024.

The schedule for the remaining work, to complete the traffic signal installation, is dependent on delivery of materials furnished by the City. Upon deliver, the Contractor will be allowed twenty (20) working days from a mutually-agreed start date to substantially complete the fully-operational traffic signal installation. Ten (10) additional working days are allowed for full completion, including site restoration and punchlist items (if any).

Traffic will be maintained on both SE Corporate Woods Drive and SE Crosswinds Drive, with little impact expected to the public.

#### FISCAL IMPACT: No.

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

#### CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$438,470.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.
- 3. Receive and file the report of bids received on March 12, 2024.

- 4. Approve Resolution, making award of construction contract to Kline Electric, Inc. dba Heartland Underground Solutions of Des Moines, Iowa.
- 5. Approve Resolution, approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30.

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

February 19, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 12, 2024, and setting the public hearing date as March 18, 2024.

March 15, 2021: The City Council approved a development agreement with Crosswinds Business Park Building I LLC for the future installation of a traffic signal at the subject intersection.

#### PUBLIC OUTREACH EFFORTS:

#### **ACTION REQUESTED:**

Action: <span style="color: black;">Consider motion to adopt 1)&nbsp;</span><strong><span>RESOLUTION</span></strong><span>&nbsp;adopting plans, specifications, form of contract and estimate of cost \$438,470.00; 2) receive and file report of bids received March 12, 2024; 3) adopt&nbsp;</span><strong><span>RESOLUTION</span></strong><span>&nbsp;making award of construction contract with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30; and 4) adopt&nbsp;</span><strong><span>RESOLUTION</span></strong><span>&nbsp;approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions&nbsp;in the amount of \$237,253.30.</span>

#### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to de	ownload
□ RES-	plans, specs
□ Bid Sl	neet_
□ Bid T	<u>ab</u>
□ RES -	making award
□ RES-	approving contract
Locat	ion Map
□ Contr	act

Council Member	introduced the following Resolution entitled
"RESOLUTION ADOPTING PLANS, SPEC	IFICATIONS, FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE SE CORPO	RATE WOODS DRIVE & SE CROSSWINDS
DRIVE TRAFFIC SIGNAL", and moved the	nat 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 CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

WHEREAS, on the 19th day of February, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Corporate Woods Drive & SE Crosswinds Drive 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 18th day of March, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 3-18-24

**BID LETTING** 

10:30 A.M.

MARCH 12, 2024

#### SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project in accordance with the Plans and Specifications prepared by Bolton & Menk.

Mark Mueller, Public Works Director

		Project Estimate of Cost \$ 1 38 L	170°°	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
	1)	Joug Signal Inc 3711 SE Capital Circle Grimes In 50111	292,76570	V
*	2)	Kline Electric Inc. OBA Heartland Underground solo 6355 NEI4th of Dosmoines IA	$237,353^{30}$ utions $50313$	
	3)	Van Maanen Electric Inc 500 Iowa Speedway Dr Newton IA 50208	275,172 20	
	4)			
	5)			
	6)	·		

<sup>\*</sup>Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7)			
8)			
9)			
10)			
11)			
12)			
13)			
*Apparent	Low Bidder		
Bids will b	pe reviewed and further action taken by the C	City Council at their next regular n	neeting of March 18, 2024 at 5:30

ATTEST:

Mark Muller

Mark Mueller, Public Works Director

#### **TABULATION OF BIDS**

SE CORPORATE WOODS DR & SE CROSSWINDS DR CITY OF ANKENY
Ankeny Public Services Building
BMI PROJECT NO. 074131019



#### March 12th, 2024 @ 10:30 AM

Item				Engineer's Bolton & N		Iowa S Grim		Kline Ele Des Mo		Van Ma Newt	
No.	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	REMOVAL OF SIDEWALK	SY	70	\$30.00	\$2,100.00	\$15.00	\$1,050.00	\$16.25	\$1,137.50	\$16.50	\$1,155.00
2	SIDEWALK, PCC, 6"	SY	69	\$125.00	\$8,625.00	\$75.00	\$5,175.00	\$80.25	\$5,537.25	\$80.25	\$5,537.25
3	DETECTABLE WARNING	SF	42	\$50.00	\$2,100.00	\$50.00	\$2,100.00	\$53.50	\$2,247.00	\$53.50	\$2,247.00
4	FULL DEPTH PATCHES	SY	15	\$300.00	\$4,500.00	\$175.00	\$2,625.00	\$187.25	\$2,808.75	\$187.25	\$2,808.75
5	TRAFFIC SIGNAL	LS	1	\$225,000.00	\$225,000.00	\$190,092.70	\$190,092.70	\$142,447.00	\$142,447.00	\$148,400.00	\$148,400.00
6	PAINTED PAVEMENT MARKINGS, DURABLE, W/ GROOVING	STA	20	\$300.00	\$6,000.00	\$470.00	\$9,400.00	\$502.00	\$10,040.00	\$642.00	\$12,840.00
7	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$3,800.00	\$3,800.00	\$9,523.00	\$9,523.00
8	PORTABLE DYNAMIC MESSAGE BOARD (PDMS)	DAY	10	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$160.00	\$1,600.00	\$267.50	\$2,675.00
9	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	SF	4000	\$0.75	\$3,000.00	\$0.50	\$2,000.00	\$0.40	\$1,600.00	\$0.86	\$3,440.00
10	2" HDPE CONDUIT, PUSHED OR TRENCHED	LF	3385	\$35.00	\$118,475.00	\$9.00	\$30,465.00	\$9.00	\$30,465.00	\$11.00	\$37,235.00
11	24 SINGLE-MODE FIBER OPTIC CABLE, INSTALL	LF	150	\$3.00	\$450.00	\$3.00	\$450.00	\$4.85	\$727.50	\$2.13	\$319.50
12	96 SINGLE-MODE FIBER OPTIC CABLE, INSTALL	LF	4530	\$3.00	\$13,590.00	\$3.00	\$13,590.00	\$1.60	\$7,248.00	\$2.13	\$9,648.90
13	FIBER OPTIC TERMINATION	EA	24	\$175.00	\$4,200.00	\$75.00	\$1,800.00	\$56.10	\$1,346.40	\$38.20	\$916.80
14	FIBER OPTIC LC TERMINATION PANEL	EA	2	\$600.00	\$1,200.00	\$225.00	\$450.00	\$225.00	\$450.00	\$275.00	\$550.00
15	CORNING SPH-0P W/ DIN RAIL MOUNTING KIT SPH-01P	EA	1	\$200.00	\$200.00	\$190.00	\$190.00	\$585.00	\$585.00	\$265.00	\$265.00
16	FIBER OPTIC SPLICE ENCLOSURE	EA	2	\$950.00	\$1,900.00	\$675.00	\$1,350.00	\$1,195.00	\$2,390.00	\$2,534.00	\$5,068.00
17	FIBER OPTIC SPLICE	EA	102	\$65.00	\$6,630.00	\$55.00	\$5,610.00	\$34.45	\$3,513.90	\$89.00	\$9,078.00
18	FIBER OPTIC TEST STATION, INSTALL	EA	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$205.00	\$410.00	\$225.00	\$450.00
19	HANDHOLE, HDPE, TYPE V (2442HD5)	EA	3	\$2,000.00	\$6,000.00	\$1,177.00	\$3,531.00	\$1,945.00	\$5,835.00	\$1,800.00	\$5,400.00
20	HANDHOLE, HDPE, TYPE V (3642HD5)	EA	3	\$2,000.00	\$6,000.00	\$2,413.00	\$7,239.00	\$3,355.00	\$10,065.00	\$2,655.00	\$7,965.00
21	RAILROAD PROTECTIVE LIABILITY INSURANCE	EA	2	\$10,000.00	\$20,000.00	\$3,624.00	\$7,248.00	\$1,500.00	\$3,000.00	\$4,800.00	\$9,600.00
22											
	TOTAL BASE BID			<del>-</del>	\$438,470.00	<del>-</del>	\$292,765.70	<del>-</del>	\$237,253.30	<del>-</del>	\$275,122.20
	TOTAL BASE BID PLUS ALTERNATE BID PRICE			_	\$438,470.00	_	\$292,765.70	_	\$237,253.30	_	\$275,122.20

12-Mar-24
H:\ANKENY\_CI\_IA\074131019\3\_Design\A\_Calculations\[BQM2BID (SUDAS 2021) R1-3.xlsm]BID TAB

"RESOLUTION MAKING	introduced the following Resolution entitled AWARD OF CONSTRUCTION CONTRACT FOR THE SE LIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", and moved:
that the Resolution	be adopted.
therefore defer ac	mit the Engineer to review and make recommendation on said bids, tion on the Resolution to the meeting to be held at, 2024, at this place.
Council Member called, and the vote was:	seconded the motion to adopt. The roll was
AYES:	
NAYS:	
Whereupon, the May	or declared the following Resolution duly adopted:
	RESOLUTION
CONTRACT	ON MAKING AWARD OF CONSTRUCTION FOR THE SE CORPORATE WOODS DRIVE & SE DS DRIVE TRAFFIC SIGNAL
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
described in general as the described in the plans and s	following bid for the construction of certain public improvements SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal, pecifications heretofore adopted by this Council on March 18, 2024, he same being the lowest responsive, responsible bid received for such
Contractor:	Kline Electric, Inc. dba Heartland Underground Solutions of Des Moines, Iowa
Amount of bid:	\$237,253.30
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 18th day of March, 2024.

	Mayor	
ATTEST:		
City Clerk		

"RESOLUTION APPROVI CORPORATE WOODS DR	introduced the following Resolution entitled NG CONSTRUCTION CONTRACT AND BOND FOR THE SE LIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", and moved per seconded the motion to adopt. The roll :
AYES:	
NAYS:	
Whereupon, the May	or declared the following Resolution duly adopted:
	RESOLUTION
AND BOND	ON APPROVING CONSTRUCTION CONTRACT FOR THE SE CORPORATE WOODS DRIVE & SE DS DRIVE TRAFFIC SIGNAL
BE IT RESOLVED I IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain publications of certain publications SE Crosswinds I specifications heretofore app	on contract and bond executed and insurance coverage for the dic improvements described in general as the SE Corporate Woods Drive Traffic Signal, and as described in detail in the plans and broved, and which have been signed by the Mayor and Clerk on behalf are hereby approved as follows:
Contractor:	Kline Electric Inc. dba Heartland Underground Solutions of Des Moines, Iowa
Amount of bid:	\$237,253.30
Bond surety:	
Date of bond:	

Portion of project: All construction work

## PASSED AND APPROVED this **18**th day of **March**, 2024.

	Mayor	
ATTEST:		



Ankeny







#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Westlawn Place Area Utility Improvements

Professional Services Agreement with Civil Design Advantage

#### **EXECUTIVE SUMMARY:**

The action before the City Council is the approval of a Professional Services Agreement with Civil Design Advantage for the conceptual design engineering services needed for all phases of the Westlawn Place Area Utility Improvements project.

The scope of construction for the overall Westlawn Place Area Utility Improvements project includes pavement reconstruction and utility improvements within the Westlawn Place neighborhood, which is generally bounded by SW State Street to the west, SW Des Moines Street to the east, SW Ordnance Road to the south, and West First Street to the north. The associated improvements will replace the undersized storm sewers, sanitary sewers, and water mains along with the deteriorated streets and sidewalks within this neighborhood.

It is anticipated that 16 phases over eight years (two CIP construction projects each year starting in 2026) will be necessary to complete the reconstruction of the Westlawn Place neighborhood. The preliminary and final design engineering services will be separated into different Professional Services Agreements after completion of the conceptual design in 2025.

The scope of the conceptual design engineering services for the initial Professional Services Agreement includes the following items:

- Topographic Survey / Existing Right-of-Way Establishment
- Existing Utility Information
- Geotechnical Investigation
- Stormwater Analysis
- Conceptual Construction Drawing Preparation
- Estimated Construction Costs
- Conceptual Design Coordination Meetings
- Private Utility Coordination
- Right-of-Way Needs Determination
- Conceptual Design Memorandums

The complete scope of engineering services for the conceptual design of the overall Westlawn Place neighborhood, the exhibit showing the conceptual phasing of the 16 projects over eight years, and the corresponding fees associated with the conceptual design are shown in the attached Professional Services Agreement.

Civil Design Advantage has completed the design of neighborhood utility improvement projects for the City previously, including the five phases within the Southlawn neighborhood and the three phases within the East Lawn neighborhood, and they have the technical experience, resources and capacity to complete this series of projects over the next several years. It is recommended that the City Council approve the Professional Services Agreement with Civil Design Advantage in the amount of \$454,367.00 for the conceptual design of the Westlawn Place Area Utility Improvements project.

#### FISCAL IMPACT: No

The overall neighborhood project is included in the City's current 2024-2028 Capital Improvement Program with survey and conceptual design scheduled for 2024 and 2025.

#### CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Civil Design advantage for survey and conceptual design engineering services on the Westlawn Place Area Utility Improvements project in an amount not to exceed \$454,367.00 and authorize the Mayor to execute said Agreement.

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

#### PUBLIC OUTREACH EFFORTS:

### ACTION REQUESTED:

**Action:** <span>Consider motion to approve the Professional Services Agreement with Civil Design Advantage for survey and conceptual design engineering services on the Westlawn Place Area Utility Improvements&nbsp;project in an amount not to exceed \$454,367.00 and authorize the Mayor to execute said Agreement.</span>

said Agreement.		
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
□ Agreement		

# CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES Westlawn Place Area Utility Improvements Conceptual Design Services

THIS AGREEMENT is made and entered into this <u>18<sup>th</sup></u> day of <u>March</u>, 2024, between the City of Ankeny, Iowa, hereinafter referred to as the "Owner", and Civil Design Advantage hereinafter referred to as the "Consultant".

#### WITNESSETH:

WHEREAS the Owner has decided to proceed with the conceptual design of the Westlawn Place Area Utility Improvements.

The Westlawn Place Area neighborhood has deteriorated infrastructure. This project plans to address critical street defects, provide a functional sanitary sewer system by reducing inflow and infiltration, replace an under-sized 4-inch water main, provide drainage improvements, reduce long-term maintenance issues, and address resident complaints.

The reconstruction is envisioned to be designed and constructed in numerous phases over multiple years. Final design services for all phases will be contracted separately at later dates. The project limits consist of the following (with approximate lengths):

```
SW State Street Frontage Road = 180'
SW 2<sup>nd</sup> Street - Westlawn to Kline = 1530'
SW 3<sup>rd</sup> Street – Westview to 175' west of DM Street = 1760'
SW 4<sup>th</sup> Street – Frontage Rd. to Westlawn = 340'
SW Lynn Drive – Westview to Goodwin = 1210'
Westside Park – Westlawn to basin = 445'
SW 5<sup>th</sup> Street – Westview to Franklin = 500'
SW Fehn Drive – Oak to Ordnance = 870'
SW Kenworthy Drive – Westlawn to Fehn = 1605'
Basin Outfall – Frontage Rd/4<sup>th</sup> to basin = 1000'
SW Westlawn Drive – Kenworthy to 2^{nd} = 2040'
SW Westview Drive – Ordnance to 3<sup>rd</sup> = 1670'
SW Westview Circle – Cul-de-sac to 2^{nd} = 170^{\circ}
SW Flynn Drive -3^{rd} to 1^{st} = 750'
SW Franklin Court – Cul-de-sac to 2^{nd} = 125'
SW Franklin Drive – Kenworthy to Lynn = 815'
SW Oak Lane – Kenworthy to Lynn & 3^{rd} to 2^{nd} = 1250'
SW Kline Street -3^{rd} to 1^{st} = 755
```

WHEREAS the Owner desires to employ the Consultant to provide conceptual design engineering services in connection with the project; and

WHEREAS the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers.

#### NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows:

#### I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given:

**Owner** – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

**Consultant** – the firm of Civil Design Advantage, Urbandale, Iowa

**Iowa DOT** – Iowa Department of Transportation

**IDNR** – Iowa Department of Natural Resources

**Corps** – the United States Army Corps of Engineers

**EPA** – the Environmental Protection Agency

**EDA** – the Economic Development Agency

**Project Manager** – the principal project manager assigned to the project and employed by and working directly under the authority of the Consultant.

**Project Engineer** – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

**Construction Observer** – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

#### II. GENERAL

A. The Owner has decided to proceed with the conceptual design of the Westlawn Place Area Utility Improvements project. This Contract covers the conceptual design of the sanitary sewer, water main, storm sewer, and street paving improvements within the neighborhood. This

Contract does not include any final design or construction related services; however, these can be added by addendum.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.
- D. Submittal of documents: During the progress of the project design, various PDF's of the preliminary, check, and final plans for the conceptual design and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) copies of conceptual plans shall be provided by the Consultant to the Owner at the final submittal.
- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit "A" and hereby made a part of this Contract.

#### III. SCOPE OF SERVICES

A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit "A" to this Contract.

#### B. Basic Engineering Services

#### **Design Phase Services:**

Task 1 – Topographic Survey/Existing Right-of-Way Establishment The Consultant shall acquire survey data to support the conceptual designs for the project. The field survey shall include the roadway corridors as depicted within Exhibit "B". Surface features, break lines, trees greater than 4" in diameter, utility poles, and adjacent streets shall be located for the topographic survey. LIDAR (Light Detection and Ranging) contours shall be utilized for areas outside of the roadway Rights-of-Way. Elevations on a 50-foot grid will be acquired and contours drawn to 1-foot contour grid. Utility information will be shown from field locates and mapping. The Consultant shall acquire Right-of-Way information to support the re-establishment of the existing Rights-of-Way for the roadway corridors. The Consultant shall prepare survey reference plan sheets (G sheets), including horizontal and vertical control information, to include in the overall plans.

#### <u>Task 2 – Existing Utility Information</u>

If available, as-built plans for area improvements shall be provided by the Owner to verify public utility locations. The Consultant shall reference as-built plans and update the base mapping, if appropriate. Actual field survey data shall be utilized where possible.

#### Task 3 – Geotechnical Investigation

The Consultant plans to utilize the services of a sub-consultant for the soils investigation and analysis for the project design. Soils investigation shall follow the scope as outlined in Exhibit "C". Soils investigation shall be accomplished for all phases of the project to minimize mobilization charges.

#### Task 4 – Stormwater Analysis

The Consultant plans to utilize the services of a sub-consultant for the stormwater design and analysis during the conceptual design phase. Stormwater analysis shall follow the scope as outlined in Exhibit "D".

<u>Task 5—Conceptual Construction Drawing Preparation (30% complete)</u> The Consultant shall prepare conceptual construction drawings for street and utility improvements for all streets shown on page 1 of this contract. Conceptual plan sheet layout shall generally consist of the following:

- Title Sheet/Legend & Symbols A Sheets
- Details and Typical Sections B Sheets
- Street Plan & Profile Sheets D Sheets
- Survey Reference Information G Sheets
- Right-of-Way Sheets H Sheets
   (Proposed Fee Title, Permanent Easements, and Temporary Construction Easements – No Station/Offset callouts)
- Storm Sewer Plan & Profile Sheets M Sheets
- Water Main Plan & Profile Sheets MWM Sheets
- Sanitary Sewer Plan & Profile Sheets MSA Sheets
- Sidewalk Layout & Details S Sheets (2D Layouts only, No elevations)
- Cross Sections W Sheets

#### <u>Task 6 – Estimated Construction Costs</u>

The Consultant shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be prepared for each of the 16 Phases of the conceptual design plans. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

#### Task 7 – Meetings

The Consultant shall attend design coordination meetings during the conceptual design phase of the project. The Consultant has estimated 10 meetings during the course of conceptual design.

#### Task 8 – Private Utility Coordination

Based on the final conceptual design plans, the Consultant shall identify potential conflicts with existing private utilities and transmit plans to the appropriate utility companies.

#### Task 9 – Right-of-Way (ROW) Needs Determination

The Consultant shall determine Right-of-Way and/or Easement needs based on the conceptual design plans. This may include additional ROW to create a standard width street ROW corridor, radial ROW at specific intersections, sidewalk easements at corner lots adjacent to curb ramps, storm sewer and/or sanitary sewer easements through rear or side yards, or other. The Consultant will illustrate Right-of-Way and Easement needs on the H sheets of the final conceptual plans only. The Consultant does not anticipate preparing acquisition plats or other exhibits to show or acquire the needed ROW during the conceptual design phase.

#### Task 10 – Design Memo(s)

The Consultant shall draft up to two (2) design memos during the conceptual design process to document specific events or elements within the project limits. This may include documenting areas where new sanitary sewer pipe is being proposed within the project and how/if existing capacity is being maintained or improved, documenting rear and/or side yard sanitary sewer alignments and how/why certain alignments were maintained or revised, or documenting proposed Right-of-Way acquisitions within the project limits. Conceptual design documentation related to the new storm sewer system will be included in the master stormwater report.

#### C. Additional Services

Services other than those defined within Basic Engineering Services shall be considered "additional services" and compensated on an hourly basis at rates defined in Exhibit "A" or as negotiated. Items considered "additional services" may include, but not limited to items shown in Exhibit "E".

#### IV. TIME OF BEGINNING AND COMPLETION

Work under this Contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the conceptual design of the Westlawn Place Area Utility Improvements by spring 2025, begin final design for Phases 1A/1B in summer 2025, and finalize Phases 1A/1B plans/bid during fall 2025. Phases 1A/1B are targeted for construction in 2026.

Following is a general timeline for the conceptual design of the Westlawn Place Area Utility Improvements project:

Milestone	Target/Estimated Date
Notice to Proceed	March 2024
Design Surveys	April 2024
Geotechnical Investigation	May 2024
Stormwater Report	August 2024
Preliminary Conceptual Plans (60%)	October 2024
Check Conceptual Plans (90%)	Dec. 2024 – Jan. 2025
Final Conceptual Plans (100%)	April 2025

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, unanticipated site conditions, weather, etc.

#### V. FEES AND PAYMENTS

#### A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

- 1. Labor costs salary and wages paid to all personnel engaged directly on the project including, but not limited to: engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists, and administrative staff.
- 2. Labor cost burden customary and statutory benefits including, but not limited to: social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension, and retirement benefits, sick leave, vacation, and holiday pay applicable hereto.
- 3. Reimbursable Expenses these costs are in addition to labor cost and labor cost burden and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and incidentals, reproduction, postage, photography and printing, computer services, and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of the Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$454,367.00 (four hundred fifty-four thousand, three hundred sixty-seven and no/100 dollars). Refer to Exhibit "G" for a task-fee breakdown by employee classification.

#### B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered on Owner's form.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due thirty (30) days from date of invoice.

#### VI. INSURANCE

The Consultant shall maintain insurance to protect the Consultant from claims under Worker's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. Refer to Exhibit "F" for the minimum amounts and extent of such insurance.

#### VII. MISCELLANEOUS PROVISIONS

#### A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub-consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub-consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal-size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal-size sheets, a photographically reproduced print shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x17". The Consultant shall also provide the CAD design file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

- 1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
- 2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
- 3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
- 4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

#### B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

#### C. <u>Delays</u>

The Consultant shall notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

#### D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.

- 2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
- 3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
- 4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
- 5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

#### E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

#### F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

#### G. General Compliance with Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

#### H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

#### I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

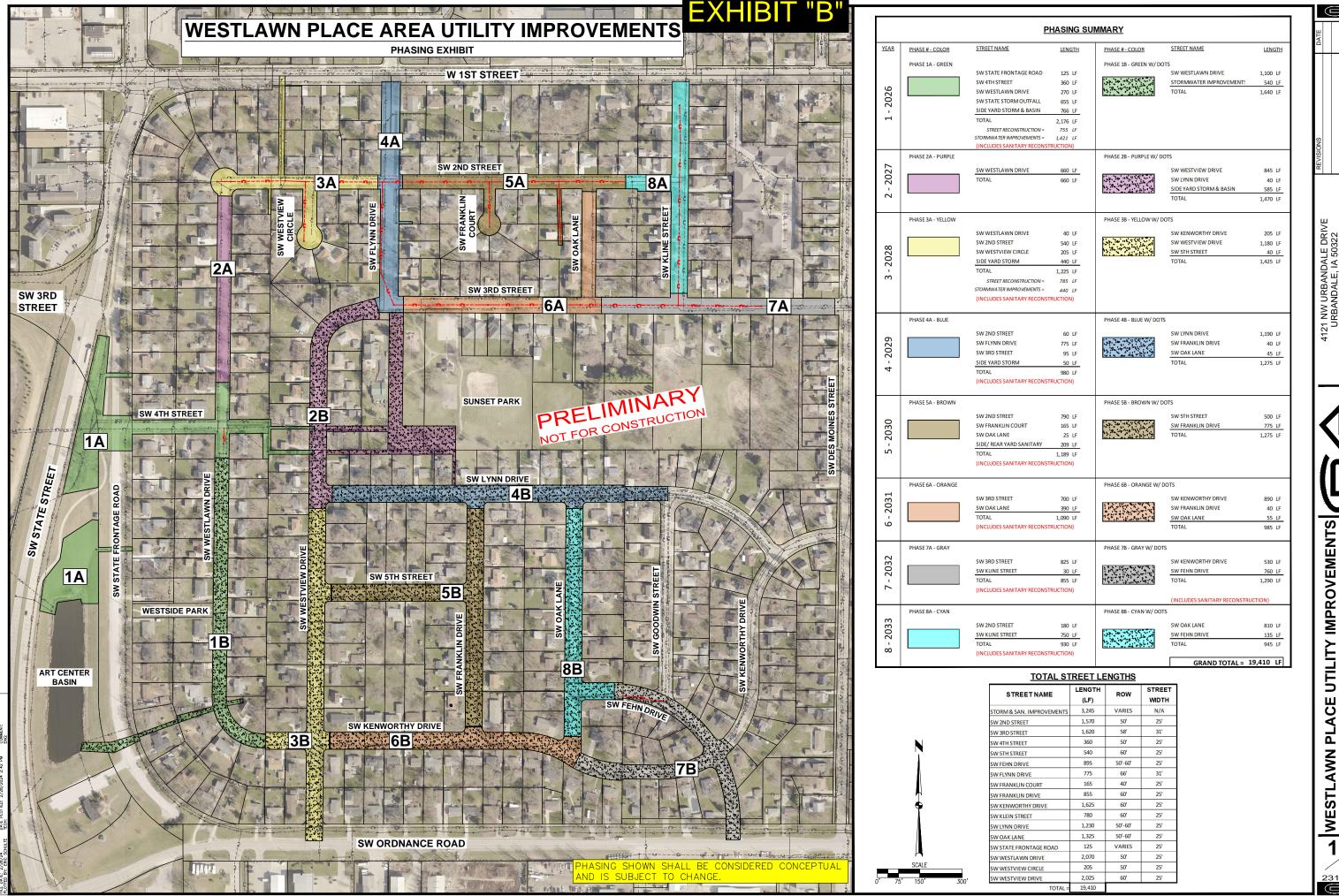
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER CITY OF ANKENY, IOWA	CONSULTANT CIVIL DESIGN ADVANTAGE	
	Dary J-Rock	
Mark E. Holm, Mayor	Gary L. Reed, P.E. President	
ATTEST:		
Michelle Yuska, City Clerk		

## Exhibit "A"

## Standard Fee Schedule 2023-2024 Civil Design Advantage, LLC

Classification	Billing Rate		<u>Unit</u>
Principal / Senior Engineer	\$205	/	hour
Principal / Senior Land Surveyor	\$205	1	hour
Senior Engineer	\$196	/	hour
Engineer 8	\$179	1	hour
Engineer 7	\$167	1	hour
Engineer 6	\$154	/	hour
Engineer 5	\$143	1	hour
Engineer 4	\$131	1	hour
Engineer 3	\$118	1	hour
Engineer 2	\$106	1	hour
Engineer 1	\$98	1	hour
Senior Technician	\$152	1	hour
Technician 8	\$139	1	hour
Technician 7	\$129	1	hour
Technician 6	\$117	1	hour
Technician 5	\$108	1	hour
Technician 4	\$97	1	hour
Technician 3	\$84	1	hour
Technician 2	\$73	1	hour
Technician 1	\$60	/	hour
Senior Project Manager	\$191	1	hour
Project Manager 8	\$177	/	hour
Project Manager 7	\$161	1	hour
Project Manager 6	\$152	/	hour
Project Manager 5	\$144	1	hour
Project Manager 4	\$134	/	hour
Administrative 3	\$95	/	hour
Administrative 2	\$74	/	hour
Administrative 1	\$50	/	hour
Mileage	Current IRS Rate	/	mile
Plots (Black & White)	\$1.75	1	sheet
Plots (Color)	\$35	/	sheet
Mylar Plots	\$15	/	sheet
Copies (Black & White)	\$0.10	/	page
Copies (Color)	\$0.75	1	page



PHASING EXHIBIT

STLAWN PLACE UTILITY IM

2312 796

## **EXHIBIT "C"**

## ALLENDER BUTZKE ENGINEERS INC.



GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.

#### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME:	Westlawn Place Area Utility Improvements	PN:	231430
PROJECT ADDRESS:	SW Westview Drive and SW 3 <sup>rd</sup> Street and surrounding side streets	;	
	Ankeny, Iowa		
CLIENT:	Civil Design Advantage - Attn: Eric Schulte, P.E.		
ADDRESS:	4121 NW Urbandale Drive		
	Urbandale, Iowa 50322		
SCOPE: Geotechnical I	Exploration - Mobilization with truck mounted and all-terrain drilling	eauip	ment with

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted and all-terrain drilling equipment with support vehicles, boring locations, coordination with CDA, contact Iowa One Call for utility locates (as required by Iowa State Law), ROW permits, traffic control, drill and sample 24 soil borings 15 to 20 feet deep (380 feet total), backfill and patch borings, laboratory testing (includes moisture contents, dry densities, unconfined compression tests, and 6 Atterberg limits, 6 grain size, and 6 standard Proctor tests for soil classification), engineering analysis, and written report (PDF document and three (3) paper copies).

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$27,900.00. To deepen borings, then add \$30.00 per lineal foot at 5-foot intervals. The addition or deletion of soil classification suite of tests (Atterberg limits, grain size analysis, and standard Proctor tests) is \$529.00 per suite of tests. Consultation subsequent to completion of report will be invoiced at current engineering rates. CDA to mark some sewer service locations at the site prior to utility locations and drilling, the costs of which are not included in the above fee. CDA will engage Owner staff when necessary to assist with marking public utility service lines.

**REMARKS:** Field exploration could be scheduled to be conducted within one to three weeks of receiving authorization, weather permitting. Drilling may take one week to complete. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Approximate location of existing sanitary sewer services (based on televising reports) will be the responsibility of CDA, with assistance from the Owner when necessary, and should be properly marked prior to the drill crew arriving at the site. Approximate proposed boring locations are shown on the provided boring map.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

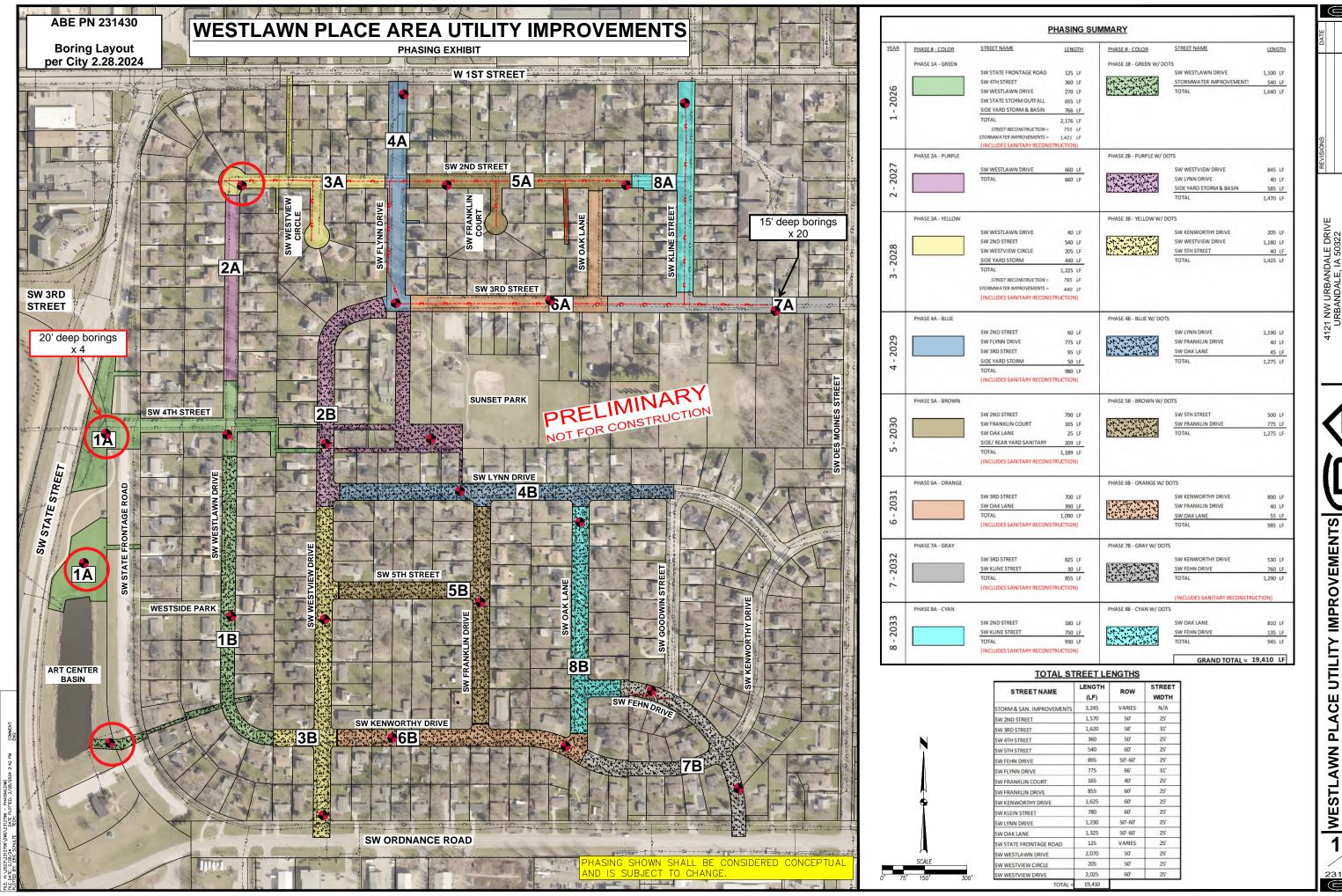
OSED BY ABE INC.	ACCEPTED FOR CLIENT	
	By:	
Stacy G. Brocka, P.E.		Printed Name
Principal Engineer	Title:	
March 8, 2024	Date:	
	Principal Engineer	Stacy G. Brocka, P.E.  Principal Engineer  Title:

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Email - Above

- 1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, it's successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.
- 2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.
- 4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.
- 6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report. 8. PAYMENT: Client shall be invoiced as work is completed and reported,
- either periodically or at end of project. Client agrees to pay each invoice within

- thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
- 9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- 10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO
- 11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.
- **12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.
- 13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.
- 14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



REVISIONS DATE

4121 NW URBANDALE DKIVE URBANDALE, IA 50322 PHONE: (515) 369-4400

CIVIL DESIGN ADVANTAGE

AWKCI VNAMA

AVVIN FLACE OTILITY IN

1 1 2312.796

## EXHIBIT "D"



March 11, 2024

#### RDG Scope of Services

#### Westlawn Place Area Storm Network Improvements

- 1. Include two (2) visits to the project area to evaluate and document existing conditions of the storm sewer system, the existing ditch/swale and detention basin at the Art Center and the southwest corner within Sunset Park. Conditions will be evaluated as observed from the surface. No subsurface inspections of systems are included within the scope.
- 2. Review GIS (Geographic Information System) data as available and provided by the Owner (City of Ankeny).
- 3. Review topographic and boundary survey information as provided in AutoCAD format by the Prime Consultant (Civil Design Advantage, CDA).
- 4. Delineate existing major drainage area boundaries as needed to evaluate system capacity for outlet paths along West First Street and towards the Art Center Basin / Saylor Creek Tributary based on best available information included in GIS data exports from the Owner and topographic information provided by Prime Consultant.
- Review potential and provide recommendations for modifications for the existing detention basin at
  the Art Center and for possibly a new upstream detention basin to be integrated into Sunset Park.
  Review potential modifications to the ditch/swale on public property located north of the Art Center
  basin.
- 6. Review potential to refine the major drainage boundaries that are routed to each outfall route, based on system elevations and capacities.
- 7. Develop a "skeleton plan" in coordination with the Prime Consultant, showing the potential centerline for the upgraded storm sewer network.
- 8. Locate potential storm inlet and manhole structures along proposed skeleton plan alignment.
- 9. Identify routes and provide recommendations where storm sewer may need to be designed to higher standards due to limited paths for catastrophic overflow (sideyard areas for example).
  - At this point, the Prime Consultant will use the skeleton plan to prepare the initial conceptual storm sewer layout in AutoCAD. The Prime Consultant will modify the conceptual storm sewer layout to avoid potential conflicts with other planned street and utility improvements. The Prime Consultant will then provide RDG with the updated AutoCAD file of the conceptual storm sewer system.
- 10. Delineate sub-watersheds expected to drain toward each structure.



- 11. Verify preferred design parameters with the Owner and the Prime Consultant.
- 12. Calculate land use characteristics (area, impervious cover, soil type, time of concentration) to each storm inlet based on available GIS and topographic information provided by the Owner and the Prime Consultant.
- 13. Use preferred design parameters (such as SUDAS street flow criteria, or as adjusted through discussions with the Owner and the Prime Consultant) to adjust intake spacing and project potential pipe sizes for the storm sewer network.
- 14. Evaluate proposed storm sewer network capacity and system performance, based on the design event and parameters preferred by the Owner.
- 15. Analyze the 100-year flow path through the project area and provide recommendations accordingly. (This item does not include detailed 2D or 3D surface flow modeling to evaluate ponding depths or flow paths. If the Owner requests for that level of detail after the initial calculations have been performed, a proposal for such services would be provided. Upon acceptance by the Owner, that could be integrated into the Scope of Services as part of an amendment to the contract agreement.)
- 16. Modify the pipe sizes and structure types at locations within conceptual storm sewer system AutoCAD file.
- 17. Provide recommendations for overflow paths at low points.
- 18. Review and provide recommendations for sideyard drainage corridor(s).
- 19. Review and provide recommendations for West 1st Street corridor capacity concerns.
- 20. Review and provide recommendations on any potential downstream impacts, if applicable.
- 21. Review results and provide recommendations to the Owner and the Prime Consultant. Adjust design based on feedback from the Owner and the Prime Consultant.
- 22. Revise the conceptual storm sewer system AutoCAD file to include the following:
  - a. Inlet and manhole locations.
  - b. Sizes, depths, and flowlines of storm sewer pipes.
  - c. Note any special pipe material recommendations.
- 23. Provide updated AutoCAD drawing file to the Prime Consultant, so they can be printed on plan sheets for the Owner review.
- 24. Revise AutoCAD drawing file based on feedback from the Owner and the Prime Consultant.



- 25. Prepare a draft master stormwater report describing the results of the analysis of the storm sewer network within the project area. Provide draft report to the Owner and the Prime Consultant for review.
- 26. Revise master stormwater report based on feedback from the Owner and the Prime Consultant.
- 27. Include two (2) in-person meetings during course of work.
- 28. Up to ten (10) virtual meetings as needed during course of work.

#### Requirements from the Owner and/or the Prime Consultant

- 1. AutoCAD file of any prepared topographic and boundary survey information from the Prime Consultant.
- 2. Relevant GIS information from the Owner about utilities, property boundaries, impervious surfaces, and any other items related to the project area, to the greatest degree possible.
- 3. Frequent communication and coordination with the Prime Consultant and the Owner in advance of any interim and final project deadlines.
- 4. Relevant examples of past studies or preferred design parameters from the Owner.
- 5. Provide preliminary topographic information in AutoCAD format along storm sewer route to RDG by late March / early April of 2024.
- 6. Provide final topographic and boundary survey information in AutoCAD format to RDG by late April / early May 2024.

#### **Deliverables include:**

- 1. PDF drawing(s) of preliminary storm sewer network design, on a combination of 8.5 x 11 and 11 x 17 paper.
- 2. AutoCAD file of preliminary storm sewer network design and watershed / subwatershed boundaries.
- 3. PDF copy and three (3) paper copies to the Owner of final version master stormwater report.





# time-task analysis

February 13, 2024

# Westlawn Storm Sewer Improvements

3006.431.00

				Water	Water	
		Water		Resource	Resource	
		Resource	Civil	Engineer	Engineer	
		Engineer	Engineer	Intern #1	Intern #2	
TASK	TASK DESCRIPTION	\$ 225	\$ 125	\$ 115	\$ 115	SUBTOTALS
1.00	PHASE 1 TASKS - MASTER PLAN					
1.01	Site visits	4.0	4.0			\$ 1,400
1.02	Review GIS	1.0	1.0	1.0	2.0	\$ 695
1.03	Review topo and boundary Info	2.0	6.0	2.0		\$ 1,430
1.04	Delineate major drainage boundaries	2.0	3.0	3.0	1.0	\$ 1,285
1.05	Review detention basin modifications	8.0	3.0	3.0		\$ 2,520
1.06	Review modification of drainage boundaries	4.0	2.0	2.0	1.0	\$ 1,495
1.07	Develop "skeleton plan" of storm network	3.0	12.0	2.0		\$ 2,405
1.08	Locate potential storm inlet and outlet structures	2.0	8.0	2.0		\$ 1,680
1.09	Identify storm routes for higher standard of design	3.0	1.0	1.0		\$ 915
1.10	Delineate subwatersheds to each structure	2.0	6.0	6.0		\$ 1,890
1.11	Verify preferred design parameters	2.0	1.0			\$ 575
1.12	Calculate land use characteristics to each inlet	2.0	6.0	6.0		\$ 1,890
1.13	Adjust inlet spacing and project potential pipe sizes	2.0	5.0	5.0		\$ 1,650
1.14	Evaluate storm network capacity and performance	3.0	12.0	12.0		\$ 3,555
1.15	Analyze the 100-year flowpath through project area	3.0	12.0	12.0		\$ 3,555



# time-task analysis

1.16 Modify conceptual storm sewer design	2.0	8.0			\$ 1,450
1.17 Provide recommendations at overflow points	2.0	1.0			\$ 575
1.18 Review and provide recommendations at sideyards	2.0	1.0			\$ 575
1.19 Review and provide recommendations for 1st St. corridor	6.0	2.0			\$ 1,600
1.20 Review downstream impacts	8.0	4.0			\$ 2,300
1.21 Review results and adjust design	2.0	8.0	2.0		\$ 1,680
1.22 Revise conceptual storm sewer system design	3.0	6.0	6.0		\$ 2,115
1.23 Provide drawings for review		1.0	1.0		\$ 240
1.24 Revise drawings based on feedback	2.0	8.0	2.0		\$ 1,680
1.25 Prepare draft master stormwater report	12.0	4.0	5.0		\$ 3,775
1.26 Revise draft master stormwater report	3.0	1.0	1.0		\$ 915
1.27 Up to (2) in-person meetings	5.0	5.0			\$ 1,750
1.28 Up to (10) virtual meetings	8.0	8.0	4.0		\$ 3,260
TOTAL HOURS PHASE 1	98.0	139.0	78.0	4.0	319.0
TOTAL STAFF FEE PHASE 1	\$ 22,050	\$ 17,375	\$ 8,970	\$ 460	\$ 48,855

PROJECT TOTALS	
Total Design Fee	\$ 48,855
Design Fee Contingency	\$ -
Total Design Fee + Contingency	\$ 48,855
Reimbursable Expenses	\$ 500
PROJECT TOTAL FEE (Design Fee + Reimbursable Expenses)	\$ 49,355

## Exhibit 'E'

## Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Wetland Delineation/Mitigation Services
- Phase 1/2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than noted in scope
- Preparation/Revisions/Monitoring of the Storm Water Pollution Prevention Plan
- Subdivision Platting
- Separate Site Plan Preparation
- Traffic Engineering/Studies
- Final roadway design (check and final plans)
- Submittal/Permitting Fees
- Structural Engineering
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Final Storm/Sanitary/Water Design
- Easement Document Preparation
- Relocation Assistance
- Preconstruction Meeting
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation
- Any additional services identified in subconsultant agreements

# Exhibit "F"

## **City of Ankeny Insurance Requirements for Professional Services**

1.	shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa
	for the coverage required in Exhibit A prior to commencing work and at the end of the project if the
	term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate
	at the end of each project with the final billing. Each Certificate shall be prepared on the most current
	ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall
	include a statement under Description of Operations as to why issued. Eg: Project #
	or Lease of premises at or construction of

- 2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
- **3.** Each Certificate shall be furnished to the contracting department of the City of Ankeny.
- **4.** Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
- **5.** Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Attachment A.
- **6.** All required endorsements to various policies shall be attached to Certificate of Insurance.
- **7.** Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
- **8.** Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Attachment A.
- 9. Whenever an ISO form is referenced the current edition of the form must be used.
- **10.** By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or subconsultants 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.

## Attachment A

#### A) COMMERCIAL GENERAL LIABILITY

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

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

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

## B) AUTOMOBILE LIABILITY

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

## C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A Statutory – State of Iowa
Coverage B Employers Liability

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

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

#### D) <u>UMBRELLA LIABILITY</u>

\$ 2,000,000

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

#### E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

## F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

## **Preservation of Governmental Immunities Endorsement**

- 1. <u>Nonwaiver of Governmental Immunity.</u> The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, lowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, lowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage.</u> 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.** <u>Assertion of Governmental Immunity.</u> The City of Ankeny, lowa 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. <u>Non-Denial of Coverage</u>. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
- **5.** <u>No Other Change in Policy.</u> The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Exhibit "G"

Estimate of Hours by Task/Employee Classification

	Principal	Proj. Mngr.	Land Surveyor	Project Engineer	Design Technician	CADD Operator	Construction Observor	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Topographic Survey/Existing ROW Establishment	24	50	24	40				410			\$111,060
Task 2 - Existing Utility Information	4	24		24				40			\$16,012
Task 3 - Geotechnical Investigation		8		16					2	\$27,900	\$31,080
Task 4 - Stormwater Analysis		40		80				8		\$49,355	\$66,235
Task 5 - Conceptual Construction Drawing Preparation (30% complete)	140	400		400	180	130					\$176,930
Task 6 - Estimated Construction Costs	8	24		40					4		\$10,264
Task 7 - Meetings	20	60		60					16		\$21,864
Task 8 - Private Utility Coordination		16		16					2		\$4,516
Task 9 - Right-of-Way (ROW) Needs Determination		16		20	20				2		\$7,720
Task 10 - Design Memo(s)	16	16							1		\$6,186
									Subtotal		\$451,867
								Estin	nated Expe	enses	\$2,500
									Total		\$454,367

<sup>\*</sup> No final design or construction phase services are included with this fee estimate



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
Public Works Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SW Des Moines Street Utility Improvements

Professional Services Agreement with McClure Engineering Company

#### **EXECUTIVE SUMMARY:**

The action before the City Council is the approval of a Professional Services Agreement with McClure Engineering Company for the design engineering services needed for the SW Des Moines Street Utility Improvements project.

The purpose of the project is to replace existing infrastructure that is approximately 70 - 80 years old, undersized, and experiencing significant deterioration. Adding sump pump collector lines and storm sewer will help reduce drainage issues and minor flooding on public and private property. Replacing the existing sanitary sewer at a lower depth will help reduce maintenance issues with the sanitary sewer. Replacing the existing water main with 8-inch PVC will provide adequate fire flow and help reduce maintenance issues. The pavement within the project limits was identified by the City's pavement management study as being in

"poor" condition.

The project will reconstruct SW Des Moines Street from the intersection with SW Kenworthy Drive to the intersection with SW Ordnance Road. The project will replace the existing 4-inch water main with 8-inch water main, replace the existing sanitary sewer and services, replace and improve the existing storm sewer, widen the street to 31-foot, and add a southbound center left turn lane on the north leg of the intersection of SW Des Moines Street and SW Ordnance Road. The project will also include combination footing and subdrains, water services, sidewalk replacement, driveway approach replacement, and surface restoration.

The design of the project needs to be undertaken at this time so that the project schedule can be maintained.

The Public Works Department proposes to use McClure Engineering Company to complete the necessary design engineering services for the project, including the following items:

- Preliminary Planning
- Storm Sewer Study and Report
- Preliminary Design and Plans (roadway, storm sewer, sanitary sewer, water main, staging & traffic control, sidewalks, pedestrian ramps)
- Geotechnical Borings, Report, and Design
- Final Design and Plans (roadway, storm sewer, sanitary sewer, water main, staging & traffic control, sidewalks, pedestrian ramps)
- Property Acquisition Exhibits and Individual Parcel Exhibits
- Advertising, Bidding, and Contract Award
- Survey Services for Acquisition Plats and Legal Description
- Survey Services (control, topographic, utility, boundary, base mapping) for Design
- Project Management and Coordination
- Public Information Meeting and Displays
- Easement Acquisition Services including Appraisal, Compensation Estimates, Negotiations, and Closing Documents
- Permitting Services and Fees

McClure Engineering Company has completed similar engineering services previously for the City of Ankeny, including the NW 18th Street Reconstruction - NW Ash Drive to N. Ankeny Blvd., and they have extensive experience with these types of projects. The scope of the design engineering services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the design engineering services is \$235,900.00.

Upon the successful completion of the design services, it is anticipated that the contract will be amended to include construction observation and administration services.

It is recommended that the City Council approve the Professional Services Agreement with McClure Engineering Company.

## FISCAL IMPACT: No

This project is included in the City of Ankeny's Capital Improvement Program for design in 2024 construction in 2025.

#### CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with McClure Engineering Company for the design engineering services on the SW Des Moines Street Utility Improvements project in an amount not to exceed \$235,900.00 and authorize the Mayor to execute said agreement.

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

#### PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

**Action:** Consider motion to approve the Professional Services Agreement with McClure Engineering Company for the design engineering services on the SW Des Moines Street Utility Improvements project in an amount not to exceed \$235,900.00 and authorize the Mayor to execute said agreement.

## ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Click to download

Agreement

## STANDARD AGREEMENT FOR CONSULTING SERVICES



#### McCLURE ENGINEERING COMPANY

Project Name: SW Des Moines Street Utility Improvements

Project Number: 2024000157-000 Project Manager: Colton Hoffmann, PE

This Agreement, is made on the 18th day of March, 2024, by and between McClure Engineering Company, of Clive, lowa, (herein referred to as "CONSULTANT") and City of Ankeny (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

## SW Des Moines Street Utility Improvements

- The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
- Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
- 3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice and opportunity to cure to the OWNER, suspend services under this agreement.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
- 5. This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the CONSULTANT.
- 6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or

indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.

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

 The amount of the CONSULTANT's compensation is \$235,900. The contract type is Time and Expense (NTE).

	Attached Exhibits	Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	$\boxtimes$	
Exhibit 'B'	Hourly Rate Schedule		
Exhibit 'C'	Detailed Scope of Work		
Exhibit 'D'	Design Criteria		
Exhibit 'E'	Owner's Responsibilities to Consultant		
Exhibit 'F'	Duties and Responsibilities of RPR		$\boxtimes$
Exhibit 'G'	Drawing Depicting the Project		
Exhibit 'H'	City of Ankeny Insurance Requirements for Professional Services	$\boxtimes$	
Exhibit 'I'	Subconsultant Scope and Fees	$\boxtimes$	

DWNER: City of Ankeny	CONSULTANT: McClure Engineering Company
Зу:	Signed: Scour Force
itle: <u>Mayor</u>	Title: Team Leader
Attest:	
itle:City Clerk	

## **EXHIBIT A**

#### McCLURE ENGINEERING COMPANY

CONSULTANT TERMS AND CONDITIONS (Effective 1/1/2024 through 12/31/2024)



- **1.0 ACCESS TO SITE:** The Consultant shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS: The Consultant shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Consultant does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. To the extent allowed by law, Owner shall hold Consultant harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Consultant.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
  - 3.1 Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Consultant grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Consultants; (3) To the extent allowed by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Owner shall not create any rights in third parties.
  - 3.2 If Consultant at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Consultant at an amount agreed upon by Owner and Consultant.
- 4.0 UNDERGROUND UTILITIES: Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the Owner, third parties, and/or research performed by the Consultant or its subcontractors, to the extent allowed by law, the Owner agrees to indemnify and hold harmless the Consultant for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Consultant under this Agreement.
  - 4.1 The Owner may choose to contract separately to have extensive investigations and research conducted if the Owner feels it necessary to have more accurate location of underground utilities confirmed.
- **5.0 SUBSURFACE CONDITIONS:** The Consultant may advise the Owner to conduct soil and/or subsurface testing and analysis to provide information to the Owner, Consultant, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
  - 5.1 The Consultant cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the Consultant shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS INDEMNIFICATION: The Consultant is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Consultant makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- **7.0 OPINIONS OF PROBABLE COST**: Consultant's opinions (if any) of probable construction costs are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING: It shall be the responsibility of the Owner to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the Consultant is retained to help apply and/or secure funding from internal or external funding agencies, the Consultant shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the Consultant will successfully secure funds.
  - 8.1 If the Owner secures outside funding from any such programs, while the Consultant may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the Consultant shall not be responsible for the Owner's obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the Owner.
- 9.0 ADDITIONAL SERVICES: It is not unusual for the Owner to request the Consultant to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the Consultant contract was signed. The Owner recognizes the Consultant shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. With Owner approval, the Consultant may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT: If the Consultant failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the Consultant's original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the Consultant shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
  - 10.1 In no event shall the Consultant be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Owner's project if the component should have originally been included in the construction drawings and/or specifications.

- 11.0 SHOP DRAWING REVIEW: If, as part of this Agreement Consultant reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by Consultant, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of Consultant in writing by the contractor. Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, Consultant is providing construction observation services, Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The Consultant is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.
  - 12.1 Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
  - 12.2 Consultant shall not be responsible for the acts or omissions of any contractor.
  - 12.3 Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
  - 12.4 Consultant shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the Consultant or its Consultants.
  - 12.5 Unless otherwise specified in this Agreement, the Owner has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.
- 13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If Consultant is not retained for construction observation and/or on-site resident observation services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. Owner waives all claims against the Consultant that may be connected in any way to construction phase administrative, engineering, surveying or professional services.
- 14.0 MEDIA REPRESENTATIONS: The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.
- **15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant in the event the Project is permanently abandoned.
  - **15.1** Failure of the Owner to make payments to the Consultant in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to

- make payment when due the Consultant for services, the Consultant may, upon seven days' written notice and opportunity to cure to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice.
- 15.2 In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.
- 16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Consultant, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.
- 17.0 LIMITATION OF LIABILITY: The Consultant's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.
- **18.0 STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- **19.0 PAYMENT**: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.
- 20.0 LIEN RIGHTS: Consultant retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the Consultant.
- **21.0 WAIVERS:** The Owner and the Consultant waive all rights against each other and against the contractors, Consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Consultant each shall require similar waivers from their contractors, Consultants and agents.
- **22.0 ASSIGNMENT:** The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.
- **23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.
- **24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

## **EXHIBIT B**

## McCLURE ENGINEERING COMPANY



HOURLY RATE SCHEDULE (Effective 1/1/2024 through 12/31/2024)

PERSONNEL HOURLY RA	
Principal	
Project Manager \$185 - \$20	
Senior Professional \$185 - \$28	
Professional	
Junior Professional \$125 - \$15	
Senior Technician	75
Technician	35
Landscape Architect \$125 - \$16	50
On-Site Representative	55
Client/Project Liaison	35
Administrative \$65 - \$8	85
Public Relations\$115 - \$15	50
3 Member Survey Crew	
2 Member Survey Crew	
1 Member Survey Crew	
φ	
EQUIPMENT	
3D Scanner per Scan\$30.0	00
Photogrammetry Drone per Flight	
Sonar Boat	
LiDAR Drone per Flight\$250.0	
\$250.	
MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	ae
Automobile Mileage (at current IRS rate)	_
Printing	
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	
Out-of-Pocket Expenses (Meals, Hotels, etc.)	

<sup>\*</sup>Rates are subject to change based on billing rates for future years

## **EXHIBIT C**



## McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK SW Des Moines Street Utility Improvements

## I) PROJECT DESCRIPTION

- A. The PROJECT includes the reconstruction of SW Des Moines Street (31-foot wide urban section with 8-inch PCC pavement with dowel bars) from the north leg of the intersection with SW Kenworthy Drive to the SW Ordnance Road intersection as well as pavement as necessary to replace the water main along SW Kenworthy Street from SW Lynn Drive to SW Des Moines Street. Additionally, the PROJECT includes the installation of street signs and a southbound center left turn lane and associated pavement markings for the north leg of SW Des Moines Street at the SW Ordnance intersection.
- **B.** The PROJECT includes installing a 4-foot-wide sidewalk along both sides of SW Des Moines Street with 5-foot-wide sidewalk through the driveways to meet passing spacing requirements. It is assumed that six (6) ADA compliant ramps will be designed and installed at the general location of each existing sidewalk ramp within the project limits.
- **C.** The PROJECT includes installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS standards.
- D. The PROJECT includes removing existing storm sewer and constructing new storm sewer, new intakes, and manholes, where deemed appropriate by the CONSULTANT along SW Des Moines Street from SW Kenworthy Drive to SW Ordnance Road. A new culvert will be sized and designed under SW Des Moines Street near the SW Ordnance Road intersection. A drainage report will be completed to determine improvement types and locations along SW Des Moines Street as well as analyze the existing system capacity, downstream capacity, stormwater flows from associated areas contributing to same downstream point, and design assumptions for the storm sewer network at the SW Des Moines Street and SW Ordnance Road intersection. The project will install new storm sewer service stubs. The CONSULTANT will evaluate and recommend combination footing/subdrain on one or both sides of the street in conjunction with the storm sewer pipe.
- E. The PROJECT includes removing the existing sanitary sewer and installing new sanitary sewer and manholes along SW Des Moines Street from SW Kenworthy Drive to SW Ordnance Road. The new sanitary sewer line will be connected to existing manhole 16J 41 (City GIS manhole) via core drilled. The PROJECT includes reviewing sanitary sewer televising reports and videos to determine service locations. The OWNER will provide the videos and reports for CONSULTANT review. The project will install new sewer services.
- F. The PROJECT includes removing the existing 4-inch water main and installing new 8-inch water main, hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop along SW Des Moines Street from SW Kenworthy Drive to SW Ordnance Road as well as along SW Kenworthy Drive from SW Lynn Drive to SW Des Moines Street.
- **G.** Retaining walls are not anticipated on the PROJECT.
- **H.** Existing right-of-way shall be established via survey. Proposed permanent easements shall be developed along the corridor.
- I. The PROJECT will be let by means of a local letting and the 2024 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.
- J. The PROJECT includes preliminary and final design and bidding for the project as described above.
- **K.** The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).

## II) BASIC SERVICES

## A. PHASE 100 – PRELIMINARY PLANNING AND REPORTS

- 1. Task 101 Storm Sewer Study and Report
  - a. An existing conditions drainage study will be performed by the CONSULTANT to assess the performance of the existing system along SW Des Moines Street. Additionally, the model will include surveyed drainage infrastructure at the intersection of SW Des Moines Street and SW Ordnance Road. This additional modeling will assist in evaluating constraints with downstream storm sewer infrastructure as pertinent to SW Des Moines Street. This method will factor in drainage from adjacent watersheds as relevant to SW Des Moines Street and identify any possible constraints. Infrastructure not surveyed will be assumed based on available GIS data, and these assumptions will be listed in the drainage study.
  - b. The drainage study will evaluate a possible future storm sewer connection from SW Ordnance and SW Des Moines Street to a 36" pipe at 704 SW Des Moines Street and provide recommendations for design solutions. This will include review of downstream survey, construction plans, site plans, and available drainage studies.
  - c. The CONSULTANT will develop a drainage report depicting the findings of the analysis of existing conditions and describing the optimal design solution. The report will analyze the capacity of the existing system, capacity of downstream storm sewer at the intersection with SW Ordnance Road, and discuss stormwater flows from adjacent drainage areas contributing to adjacent downstream sewer trunks. In addition, the report will list design assumptions and provide analysis, design, and results for new storm sewer for the 2-, 5-, 10-, and 100-year storm events. Maps will be provided for each of the above storm periods. Additional documentation and maps may be included if relevant, as determined by the CONSULTANT and the OWNER.

## d. Deliverables

- (i) Drainage Report
  - 1) The CONSULTANT will prepare one (1) draft drainage report to the OWNER for review and comment. Upon receipt of comments, the CONSULTANT will revise the report and submit one (1) final drainage report.

## B. PHASE 200 - EXISTING CONDITIONS

- 1. Task 201 Existing Conditions (General)
  - a. Environmental Review
    - (i) Not included in this agreement.
  - b. Cultural Resources Review
    - (i) Not included in this agreement.

## C. PHASE 300 - FUNDING

- 1. Task 301 Grant Funding Assistance
  - a. Not included in this agreement.

## D. PHASE 400 - PRELIMINARY DESIGN

- 1. Task 401 Preliminary Design and Plans
  - a. The CONSULTANT will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way requirements. The CONSULTANT will incorporate potential elements that may affect the

corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, public utilities, franchise utility relocation, and other features of the PROJECT.

## b. Preliminary Roadway Geometrics

(i) The CONSULTANT will design roadway geometrics for the PROJECT based on the approved design criteria by the OWNER.

## c. Preliminary Horizontal Alignment and Vertical Profiles

- (i) Utilizing the preliminary geometric layout, the CONSULTANT will design the horizontal alignment and develop vertical profiles for SW Des Moines Street from the north leg of the SW Kenworthy Drive intersection to SW Ordnance Road.
- (ii) Pavement will be replaced as necessary along SW Kenworthy Drive to replace the existing water main.

## d. Roadway Modeling and Cross Sections:

- (i) The CONSULTANT will integrate designed alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
- (ii) All cross sections will be at 25-foot intervals and driveway centerlines.

## e. Preliminary Acquisition Requirements Identified

(i) The CONSULTANT will identify permanent easement needs based on the preliminary design development.

## f. Preliminary Construction Staging and Traffic Control

- (i) The CONSULTANT will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential properties along the corridor. It is assumed that the project will be constructed in three (3) stages as property access, roadway pavement, and utilities will be reviewed to determine the limits of construction stages.
- (ii) Temporary sidewalks will be needed to provide access to the residents' homes located within each staging limit.
- (iii) The CONSULTANT will develop detour routes for each stage of construction.

#### g. Preliminary Storm Sewer Design

- (i) The drainage study will be utilized to design the storm sewer horizontal and vertical alignment, intake locations, pipe sizes and slopes, and pipe connection along SW Des Moines Street from SW Kenworthy Drive to SW Ordnance Road in accordance with SUDAS Stormwater Management Criteria, Iowa DNR guidelines, SUDAS Standard Specifications, and City of Ankeny Supplemental Specifications.
- (ii) The drainage study will be used to design a new culvert under SW Des Moines Street to connect to existing public infrastructure downstream.
- (iii) Design of storm sewer improvements assume SW Des Moines Street is classified as a Collector road and SW Ordnance Road is classified as a Collector road.
- (iv) The CONSULTANT will design storm sewer service stubs for future sump connections from the new storm sewer pipe or footing/subdrain to 2-feet beyond the right-of-way.

- (v) The CONSULTANT will evaluate and recommend combination footing/subdrain for one or both sides of the street.
- (vi) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).

## h. Preliminary Sanitary Sewer Design

- The CONSULTANT will develop a memorandum stating existing and proposed sanitary sewer capacity for each section of pipe to confirm sewer capacity is not lost with new sanitary sewer pipes.
- (ii) The CONSULTANT will develop a horizontal and vertical alignment for the replacement of the existing sanitary sewer system along SW Des Moines Street from SW Ordnance Road to SW Kenworthy Drive. The design will be completed in accordance with SUDAS, lowa DNR guidance, and the City of Ankeny Supplemental Specifications.
- (iii) The CONSULTANT will review the televised videos and reports of the sanitary sewer provided by the OWNER. These reports will determine service locations.
- (iv) The CONSULTANT will design sanitary sewer service connection from the new sanitary sewer pipe to 2-feet beyond the right-of-way. The CONSULTANT will work with the OWNER to determine if too few or too many services are found and determine which services to add or abandon. The OWNER will investigate the sanitary service line location for 625 SW Des Moines Street and any other services that appear to be unknown. Existing services are expected to be clay pipe.

## i. Preliminary Water Main Design

- (i) The CONSULTANT will develop a horizontal and vertical alignment for the replacement of the existing water main along SW Des Moines Street from SW Ordnance Road to the north leg valve at SW Kenworthy Drive. Additionally, the water main will be replaced along SW Kenworthy Drive from the east leg of SW Lynn Drive to SW Des Moines Street. The design will be completed in accordance with SUDAS, Iowa DNR, and the City of Ankeny Supplemental Specifications.
- (ii) Desired water main pipe size is 8-inch, C900. The project is located more than 1,000-ft from a LUST site, therefore DIP pipe is not necessary.
- (iii) The CONSULTANT will design water main services to stop boxes, which will be located in the proposed sidewalk, if possible. The CONSULTANT will work with the OWNER to determine if too few or too many services are found and determine which services to add or abandon.
- (iv) Temporary PEX will be designed for staging to allow for continuous residential services.
- (v) The OWNER will coordinate with the 517 SW Des Moines Street (Holy Trinity Lutheran Church) regarding an agreement as the 6-inch fire service will be out of service during parts of construction.
- (vi) The OWNER will provide GIS data of water main layout.

#### i. Preliminary Sidewalk Design

- (i) The CONSULTANT will determine the horizontal location of sidewalks and sidewalk ramps.
  - 1) New curb ramps are expected at:
    - a) North ramps (east-west crossing) at SW Ordnance Road intersection (2 ramps)
    - b) East ramp, north side only (north-south crossing) at SW Ordnance Road intersection (1 ramp)
    - c) West ramps (north-south crossing) at SW Kenworthy Drive intersection (2 ramps)
    - d) North ramp (east-west crossing) at SW Kenworthy Drive and SW Lynn Drive intersection (1 ramp)

- k. Preliminary Plans: The CONSULTANT will design and prepare 30% and 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The 30% and 60% plans will include the following:
  - (i) A-Sheets (Title Sheet) 30% and 60%
  - (ii) B-Sheets (Typical roadway sections and special details) 30% and 60%
  - (iii) C-Sheets (General notes) 60%
  - (iv) D-Sheets (SW Des Moines Street) 30% and 60%
  - (v) E-Sheets (SW Kenworthy Drive) 30% and 60%
  - (vi) F-Sheets (Removals) 60%
  - (vii) G-Sheets (Survey control and alignments) 60%
  - (viii) J-Sheets (Staging layout and traffic control) 60%
  - (ix) M-Sheets (Storm sewer plan and profile) 60%
  - (x) MSA-Sheets (Sanitary sewer plan and profile) 60%
  - (xi) MWM-Sheets (Water main plan and profile) 60%
  - (xii) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design) – 60%
  - (xiii) W-Sheets (Preliminary mainline cross sections at 25-ft intervals and driveway centerlines) 60%

## I. Utility Relocation Conflict Exhibit

(i) The CONSULTANT will develop an overall conflict map and depict where relocations are needed by private utility companies such as electric, gas, cable, fiber optics, telephone, etc.

## m. Sign Inventory

(i) The CONSULTANT shall perform a sign inventory along the corridor and document. Special attention shall be placed for signs located on electric and/or light poles.

#### n. Working Day Estimate

(i) The CONSULTANT shall develop a working day analysis for the construction of the project based on project quantities and project staging for the 60% Check Plan submittal.

## o. Order of Magnitude Opinion of Probable Construction Costs

(i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for 60% project design.

#### p. Quality Control

- (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
- (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.

## q. Deliverables

- (i) Working Day Estimate
  - 1) 60% Design Working Day Estimate Analysis
- (ii) Order of Magnitude Opinion of Probable Construction Costs
  - 1) Preliminary 60% Design
- (iii) Preliminary Plans

- 1) The CONSULTANT will submit and distribute the 30% preliminary plan set to the OWNER for review and comment.
- 2) The CONSULTANT will submit and distribute the 60% preliminary plan set to the OWNER for review and comment.
- (iv) Utility Relocation Conflict Exhibit
  - The CONSULTANT will submit a Utility Conflict Exhibit to private utilities located along the PROJECT corridor.

## 2. Task 413 – Geotechnical Design

- a. The CONSULTANT will prepare a soil boring layout and coordinate with the geotechnical drilling and testing subconsultant to perform soil borings and laboratory testing.
- b. The CONSULTANT will provide geotechnical analyses and recommendations provided for soil treatments, if needed, and pavement design thickness for PCC for SW Des Moines Street along the project corridor.
- c. Scope of services does <u>not</u> include recommendations of corrosivity potential for soils with concrete or steel elements, slope stability and settlement, or include borrow design.
- d. Geotechnical Report
  - (i) The CONSULTANT will prepare one (1) geotechnical report summarizing the findings of the borings and the CONSULTANT'S recommendations for subgrade soil treatments, if needed.
- e. Deliverables
  - (i) Geotechnical Report

## E. PHASE 500 - FINAL DESIGN

- 1. Task 501 Final Design and Plans
  - Pre-Final (Check) and Final Design and Plan Preparation
  - a. Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The final design will include developing and refining the following:
    - (i) Construction Staging and Traffic Control
    - (ii) Storm Sewer, Sanitary Sewer, and Water Main
    - (iii) Sidewalk and Driveways
    - (iv) Pavement Markings and Traffic Signs
    - (v) Erosion Control
    - (vi) Cross Sections and Modeling
  - b. Check and Final Plans: The CONSULTANT will design and prepare Check (95%) Plan and Final (100%) drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The Check (95%) and Final (100%) plans will include the following:
    - (i) A-Sheets (Title Sheet)
    - (ii) B-Sheets (Typical roadway sections and special details)
    - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)

- (iv) D-Sheets (SW Des Moines Street)
- (v) E-Sheets (SW Kenworthy Drive)
- (vi) F-Sheets (Removals)
- (vii) G-Sheets (Survey control and alignments)
- (viii) J-Sheets (Staging layout and traffic control)
- (ix) K-Sheets (Pavement marking and permanent traffic sign layout)
- (x) L-Sheets (Intersection jointing and geometric details)
- (xi) M-Sheets (Storm sewer plan and profile)
- (xii) MSA-Sheets (Sanitary sewer plan and profile)
- (xiii) MWM-Sheets (Water main plan and profile)
- (xiv) R-Sheets (Erosion control and storm water pollution prevention plan)
- (xv) S-Sheets (Sidewalk layout and tabulation)
- (xvi) W-Sheets (Mainline cross sections at 25-ft intervals and driveway centerlines)

## c. Special Provisions:

- (i) CONSULTANT shall prepare the following special provisions:
  - 1) Stormwater Pollution Prevention Plan (following the OWNERS' template).

## d. Project Manual:

(i) The CONSULTANT shall prepare project manual documents that will include City of Ankeny front end documents modified to support the project. The SUDAS Standard Specifications and City of Ankeny Supplemental Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.

#### e. Working Day Estimate

(i) The CONSULTANT shall develop a working day analysis for the construction of the project based on project quantities and project staging for the 95% Check Plan submittal.

## f. Order of Magnitude Opinion of Probable Construction Costs

(i) The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost with a 0% construction contingency for the project.

## g. Quality Control

- (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
- (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.

#### h. Project Permitting

- (i) NPDES Storm Water Permit
  - 1) The CONSULTANT will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
  - 2) The CONSULTANT is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for

Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.

- (ii) Iowa DNR Public Water Supply Construction Permit
  - The CONSULTANT will complete the appropriate forms and submit them to the lowa DNR for approval.
- (iii) Iowa DNR Wastewater Construction Permit
  - The CONSULTANT will complete the appropriate forms and submit them to the lowa DNR for approval.

#### i. Deliverables

- (i) Working Day Estimate
  - 1) 95% Design Working Day Estimate Analysis
- (ii) Order of Magnitude Opinion of Probable Construction Costs
  - 1) Final Design
- (iii) Plans and Project Manual
  - 1) The CONSULTANT will submit and distribute the 95% check plan set and Project Manual to the OWNER for review and comment.
  - 2) The CONSULTANT will submit and distribute the final plan set and Project Manual to the OWNER five (5) hard copies and one (1) PDF electronic copy) and upload to QuestCDN for bidding.
- (iv) CAD File in AutoCAD format
  - The CONSULTANT will provide the OWNER with CAD files as detailed in the City of Ankeny Pre-Construction GIS and CAD Submittal Requirements.
- (v) Permits
  - 1) NPDES Storm Water Permit
  - 2) Iowa DNR Public Water Supply Construction Permit
  - 3) Iowa DNR Wastewater Construction Permit

## F. PHASE 590 - LAND ACQUISITION

- 1. Task 594 Property Acquisition Exhibits and Individual Parcel Exhibits
  - a. The CONSULTANT shall prepare an exhibit for property acquisition and will consist of a full-size strip plot with the major property acquisition elements on the aerial photograph. Includes shading, lettering, and other techniques to delineate property ownership name and address, existing property lines, proposed fee title right-of-way needs, and permanent/temporary easement needs.
  - b. The CONSULTANT shall prepare individual property acquisition exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, and site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent easement needs. The exhibits will be labeled with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats. For estimating purposes, it is assumed that six (6) exhibits will be prepared.

## G. PHASE 600 - CONSTRUCTION ADMINISTRATION

- 1. Task 602 Advertising, Bidding, Contract Award
  - a. The CONSULTANT shall assist the OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The CONSULTANT will prepare the advertisement.

- b. OWNER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
- c. The CONSULTANT will maintain the plan holder's List.
- d. The CONSULTANT will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
- The CONSULTANT shall prepare, and issue all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.

#### f. Bidder Questions

(i) The CONSULTANT shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.

#### a. Prepare Bid Tabulation

(i) The OWNER shall develop tabulation of all bids received within 24 hours of the letting and submit Recommendation of Award letter. The OWNER will attend the bid letting and provide the documentation to the CONSULTANT.

#### h. Review Bidders Qualifications

- (i) The CONSULTANT shall check for correctness and qualifications of apparent low bidders.
- The CONSULTANT shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
- j. The CONSULTANT will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.

#### k. Deliverables

- (i) Addenda, if necessary
- (ii) Answer to Contractor's questions
- (iii) Bid Tabulation
- (iv) Recommendation of Award letter
- (v) Signed Contract, Performance, Payment, and Maintenance Bond from the Contractor

## H. PHASE 650 – ONSITE PROJECT REPRESENTATIVE

- 1. Task 651 Resident Project Representative
  - a. To be completed by the OWNER or by the CONSULTANT under an Amendment or Separate Agreement.

## I. PHASE 700 - SURVEY SERVICES

1. Task 712 – Acquisition Plats and Legal Description

- a. Acquisition and Permanent Easement Plats
  - (i) The CONSULTANT will provide plats, as depicted in the table below, in accordance with the lowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Polk County Recorder's office. The estimated number of plats for the PROJECT for which this scope of services has been developed is summarized in the following table:

Parcel Address	Perm. Ease.	Fee Title
501 SW Des Moines Street	1	0
517 SW Des Moines Street	1	0
531 SW Des Moines Street	1	0
601 SW Des Moines Street	1	0
605 SW Des Moines Street	1	0
609 SW Des Moines Street	1	0
Total	6	0

- b. If the OWNER determines additional acquisition plats or legal descriptions are necessary, the CONSULTANT shall prepare these via Amendment or Separate Agreement.
- c. Deliverables
  - (i) Six (6) Permanent Easement Plats
- 2. Task 735 Preliminary Design Survey (Topographic and Boundary Survey)
  - a. Project Control
    - (i) Horizontal Control Iowa State Plane (NAD 83 / Iowa South)
    - (ii) Vertical Control NAVD 88
    - (iii) U.S. Survey Feet
    - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.
  - b. Topographic Survey
    - (i) The CONSULTANT will provide a topographic survey required for developing the design and plans.
    - (ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features within 15-feet of the right-of-way that the CONSULTANT determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.
    - (iii) The OWNER will provide the Notice of Survey Letter and will send it to the property owners.

## c. Utility Survey

(i) The CONSULTANT will contact lowa One Call and coordinate public and private utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not located. Any private utility locates that are not included in the lowa One Call service will be shown as map location, if known.

## d. Boundary Survey

- (i) The CONSULTANT will perform boundary survey required for the development of the project. The boundary survey shall be in-depth legal survey for which plats are to be developed.
- (ii) This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.
- (iii) This task includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

## e. Project Base Map

(i) The CONSULTANT will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.

## f. Soil Boring Location Survey

(i) The CONSULTANT will perform one (1) mobilization to mark, and spray paint the soil boring locations.

#### a. Utility Relocation Staking

(i) The CONSULTANT will perform staking to aid in the relocation of franchise utilities. This task will include communication with utility companies regarding their needs and staking. This task includes one (1) staking effort per each utility company (assuming six (6)).

## h. Deliverables

- (i) The CONSULTANT will provide the OWNER with the structure survey forms.
- (ii) The CONSULTANT will provide the tabular text file of the existing infrastructure collected as outlined in the City of Ankeny Pre-Construction GIS and CAD Submittal Requirements.

## J. PHASE 800 – PROJECT CLOSEOUT

- 1. Task 801 Final Inspections and Project Closeout
  - (i) To be completed under a separate agreement or amendment.

## K. PHASE 850 - PROJECT MANAGEMENT AND COORDINATION

- 1. Task 851 Project Management and Coordination (assumed project timeline of 12 months).
  - a. Project Management
    - The project manager of the CONSULTANT will be responsible for coordination with the OWNER.

- (ii) The CONSULTANT will provide up to 12 monthly progress reporting and project invoices to the OWNER.
- (iii) The CONSULTANT will conduct internal design review meetings.
- (iv) The CONSULTANT will develop and maintain the PROJECT schedule.
- (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.
- (vi) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.

## b. Design Development Meetings

- (i) The CONSULTANT will develop an agenda, attend, and provide meeting minutes of two (2) meetings with the OWNER to discuss project plans, construction details, construction staging, project schedule, and other miscellaneous purposes.
- (ii) For budget purposes, these meetings will include up to three (3) staff members of the CONSULTANT.

## c. Preliminary Field Review Meeting

- (i) After the review of the 30% plan submittal, the CONSULTANT and the OWNER will attend one (1) field review to review the project and take field notes.
- (ii) Meeting minutes will be developed and submitted after the meeting.

## d. Utility Coordination

- (i) The CONSULTANT shall submit the 30%, 60%, and Final plans to each utility company to inform the companies of the upcoming PROJECT and progress.
- (ii) The CONSULTANT shall perform a total of two (2) individual coordination meetings with each of the six (6) affected utility companies. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations.
- (iii) The CONSULTANT will perform coordination efforts electronically with each utility company.
- (iv) The CONSULTANT will review utility relocation plans and provided by the franchise utilities. For budget purposes, the CONSULTANT will review six (6) utility relocation plans two (2) times.
- (v) If necessary, subsurface investigation will be completed either by the utility company or via an Amendment or Separate Agreement.

## e. Deliverables

- (i) The CONSULTANT will submit the following to the OWNER:
  - 1) Progress Reports and Invoices (estimated at 12)
  - 2) Meeting agendas and meeting minutes for each meeting described in Phase 850.
  - 3) Review comments of utility relocation plans.

## 2. Task 860 – Public Engagement

## a. Project Information Meetings

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

- in sheets, and project hand out information for the meeting.
- (iii) The CONSULTANT will compile written and oral comments and submit them to the OWNER.
- (iv) The OWNER will prepare the notice and mail the public notification.
- (v) The OWNER will reserve the meeting facility.
- b. City Council Presentation
  - (i) Not included in this agreement.
- 3. Task 861 Individual Property Owner Meetings
  - a. The CONSULTANT shall perform up to six (6) individual property owner meetings. Staff of the OWNER will be involved in the meeting.
  - b. The CONSULTANT will develop meeting minutes of discussions held.

## L. PHASE 950 – SUBCONSULTANTS AND FEES

- 1. Task 951 Geotechnical Borings and Testing (Allender-Butzke)
  - a. The CONSULTANT will mark soil boring locations in the field for the subconsultant. Geotechnical exploration consists of truck mounted drilling equipment for soil borings, mobilization with vehicle and core trailer for pavement cores, boring and core locations, utility locations (lowa One Call), City permits, traffic control, drill and sample 3 soil samples at 20-feet deep and 5 pavement core samples (with core photos).
  - b. The CONSULTANT will review field data and assign various laboratory tests, which are anticipated to consist of:
    - (i) Moisture Content
    - (ii) Dry Unit Weight
    - (iii) Attenberg limits (1 test)
    - (iv) Grain size distribution (sieve analyses) (1 test)
    - (v) Standard Proctor Test (1 test)
- 2. Task 952 Land Acquisition (JCG Land Services)
  - a. Record of property ownership and liens certificates
    - (i) Based on the final design of the public improvement project, JCG will identify those parcels that are expected to be encumbered by an easement to identify current ownership. For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. It is assumed that reports will be needed for six (6) parcels. The reimbursable expenses for procuring the Recertified Record of Ownership and Liens for each parcel will be based on the cost, as noted on JCG's project Invoices.
  - b. Compensation valuation
    - (i) JCG will prepare offers of compensation based upon the current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated, estimated to exceed \$10,000 and an appraisal is requested by the landowner, or estimated to exceed \$25,000.00, JCG will

recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products. JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The OWNER shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The reimbursable expenses for procuring appraisal and review appraisal reports for each parcel will be based on the cost, as noted on JCG's project Invoices.

(ii) One (1) appraisal and one (1) appraisal review are expected for this PROJECT for 517 SW Des Moines Street. Compensation Estimates (sales search and appraisal waiver) are expected for the five (5) other properties expected to have permanent easements.

## c. Acquisition process

- (i) Forms of easement documents and purchase agreements will be submitted to the OWNER for approval and acceptance.
- (ii) JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owners, tenants and/or their legal representatives to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by mail, return receipt requested if necessary. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value, or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation on whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the OWNER.
- (iii) Negotiations shall be considered complete upon occurrence of one of the following:
  - 1) both the owner and tenant accept the offer or an administrative settlement, or
  - 2) either the owner or tenant fails or refuses to sign the offer or administrative settlement after four in-person meetings to discuss the associated acquisition and offer, or
  - 3) in the judgment of the OWNER, negotiations have reached an impasse.
- (iv) JCG may enter into extended negotiations (meetings beyond four unsuccessful attempts) at the request of the OWNER. The time associated with extended negotiations will be tracked on a time and materials basis and may warrant a change of order if there is a budget overage. Design changes during negotiations that necessitate duplications of efforts and/or lead to extended negotiations will also be tracked and may warrant a change order, or change orders, in the event(s) of a budget overage. For every parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to the OWNER as is necessary for their Attorney to begin preparation for the condemnation of the parcel.

#### d. Closing process

(i) Upon completion of the easement acquisitions, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the OWNER for payment processing. The completed file will contain originals of all executed agreements, easements, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

- e. Condemnation Support (Additional Service, If Necessary)
  - (i) In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for the OWNER's attorney, or other attorney, to file the Application for Condemnation. If requested, JCG will (UNDER A SEPARATE TIME AND MATERIALS ADDENDUM TO THIS AGREEMENT) attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in the Scope of Services for this Agreement, JCG will also provide additional support and administrative services as requested in support of the condemnation process on a case-by-case basis.

## f. Project Management

- (i) Throughout the project, JCG will provide a project manager with significant public works project experience to oversee the process and progress of the acquisition team, meet with the OWNER and/or its contractors as necessary, and submit periodic status reports to OWNER's personnel that will calculate the level of completion of each respective task in the process.
- 3. Task 970 Reimbursable Permit and Publication Fees
  - a. Iowa DNR NPDES Stormwater Discharge Permit publication in the Des Moines Register.
  - b. Iowa DNR NPDES Stormwater Discharge Permit fee.
  - c. Iowa DNR Water Supply Section Permit fee.
  - d. Iowa DNR Wastewater Construction Permit fee.
  - e. QuestCDN download fees are included.

## III) FEES:

The fees for Engineering Services shall be described below:

# A. BASIC SERVICES (Hourly Not to Exceed):

These fees are based on the scope of services described for the respective tasks, however, if additional services are required beyond what has been described, this shall be added via a supplemental agreement or contract amendment.

ВА	SIC SERVICES	Total
1.	PHASE 100 – PRELIMINARY PLANNING AN REPORTS	
	a. Task 101 – Storm Sewer Study and Report	\$15,800
2.	PHASE 400 – PRELIMINARY DESIGN	
	a. Task 401 – Preliminary Design and Plans	\$55,600
	b. Task 413 – Geotechnical Design	\$1,200
3.	PHASE 500 – FINAL DESIGN	
	a. Task 501 – Final Design and Plans	\$58,000
4.	PHASE 590 – LAND ACQUISITION	
	a. Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits	\$2,500
5.	PHASE 600 – CONSTRUCTION ADMINISTRATION	
	a. Task 602 – Advertising, Bidding, and Contract Award	\$4,100
6.	PHASE 700 – SURVEY SERVICES	
	a. Task 712 – Acquisition Plats and Legal Description	\$4,800
	b. Task 735 – Preliminary Design Survey	\$29,000
7.	PHASE 850 – PROJECT MANAGEMENT AND COORDINATION	
	a. Task 851 – Project Management and Coordination	\$19,300
	b. Task 860 – Public Engagement	\$4,200
	c. Task 861 – Individual Property Owner Meetings	\$2,700
8.	PHASE 950 – SUBCONSULTANT AND REIMBURSABLE FEES	
	a. Task 951 – Geotechnical Borings and Testing (Allender-Butzke)	\$7,100
	b. Task 952 – Land Acquisition Services (JCG Land Services)	\$29,400
	c. Task 970 – Reimbursables – Permits, Applications, and Publication Fees	\$2,200
Tot	al Hourly Not to Exceed Fee:	\$235,900

## IV) TIMELINE:

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

## A. General Schedule

Milestone	Timeline
Notice to Proceed	March 19, 2024
Topo and Boundary Survey	March 19, 2024 – April 5, 2024
Geotechnical Investigation	March 2024 – May 2024
Preliminary Plan Design (30%)	April 8, 2024 – April 22, 2024
Drainage Study & Report	April 8, 2024 – April 22, 2024
Preliminary Plans (30%) and Drainage Report Submittal to City and Utilities	April 22, 2024
OWNER Review of 30% Plans and Drainage Report (2 weeks)	April 22, 2024 – May 6, 2024
On-Site Field Review Meeting	May 6, 2024
Order and Obtain Title Certifications (2 Weeks)	May 7, 2024
Preliminary Design (60%)	May 7, 2024 – June 24, 2024
Preliminary Plans (60%) Submittal to City and Utilities	June 24, 2024
OWNER Review 60% Plans (2 weeks)	June 24, 2024 – July 8, 2024
Preliminary Plans (60%) Review Meeting (DDM #1)	July 11, 2024
Project Information Meeting	July 16, 2024
Develop Acquisition Plats (After PIM)	July 17, 2024 – July 29, 2024
Check (95%) Design and Plans	July 17, 2024 - October 28, 2024
Order and Obtain Appraisals (4 – 6 Weeks After Plats)	July 29, 2024 – September 2, 2024
Appraisal Review (1 – 2 Weeks After Appraisal Reports)	September 2, 2024 – September 16, 2024
Acquisition Negotiations (1 – 3 Months)	September 16, 2024 – December 15, 2024
Check Plan (95%) Submittal to City and Utilities	October 28, 2024
OWNER Check Plan (95%) Review (2 weeks)	October 28, 2024 – November 11, 2024
Check Plan (95%) Review Meeting (DDM #2)	November 14, 2024
Final Plans Design	November 11, 2024 – December 20, 2024
Acquisitions Complete (Assume 3 Months Negotiations)	December 15, 2024
Final Plan Submittal	December 20, 2024
OWNER Review Final Plans	December 20, 2024 – December 30, 2024
City Council Set Hearing and Letting Dates	January 6, 2025

Bid Letting (Local)	January 28, 2025
Public Hearing to Review Bids & Award Contract	February 3, 2025
Construction	Spring 2025 – Fall 2025
Project Closeout	Winter 2025

## A) Schedule Delays

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

## V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

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

- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Septic system reconstruction plans
- Street lighting design
- Irrigation (lawn sprinkler) restoration plans or specifications
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking, RPR, and construction administration services
- Record drawings
- Project management and coordination tasks beyond the scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement

## **EXHIBIT D**

#### McCLURE ENGINEERING COMPANY



PROJECT DESIGN CRITERIA SW DES MOINES STREET UTILITY IMPROVEMENTS

Roadway Design Criteria				
Design Parameter	Value	Source/Notes		
Roadway Classification	Collector (SW Des Moines Street)	City Specified in Scoping Meeting		
Design Speed	30	City Specified in Scoping Meeting		
Posted Speed	25	City Specified in Scoping Meeting		
Roadway Sections	31-ft B/B, 6" modified subbase, 6" subgrade preparation; Thickness (TBD)	City Specified in Scoping Meeting		
Backslopes	4:1 Maximum	SUDAS, Table 5C-1.01		
Parkway Slopes	4% Typical with 1% to 10% variance depending on drainage and grading	City Standard		
Minimum Roadway Slope	0.6% (Preferred); 0.5% (Acceptable)	SUDAS, Table 5C-1.01 & 1.02		
Maximum Roadway Slope	5.0% (Preferred); 12% (Acceptable)	SUDAS, Table 5C-1.01 & 1.02		
Curb Radii	Utilize Intersection Design Vehicle for SW Kenworthy Dr/SW Des Moines St. Intersection and SW Ordnance/SW Des Moines St Intersection	SUDAS Section 5C-2.R		
Taper Ratio	15:1	SUDAS Table 5C-2.01		
Roadway Pavement	PCC	City Specified in Scoping Meeting		
Roadway Pavement Cross Slope	2.0%	City Standard		
Clear Zone	6-ft (Preferred); 4-ft (Acceptable)	SUDAS 5C-1, C, 1		
Stopping Sight Distance	200-ft	SUDAS, Table 5C-1.01 & 1.02		
Minimum Horizontal Curve Radius without Superelevation	333	SUDAS, Table 5C-1.01 & 1.02		
Minimum Vertical Curve K - Crest	30	SUDAS, Table 5C-1.01		
Minimum Vertical Curve K - Sag	37	SUDAS, Table 5C-1.01		
Minimum Vertical Curve Length	75	SUDAS, Table 5C-1.01 & 1.02		
Minimum Intersection Sight Distance	335-ft (Left Turn from Stop); 290-ft (Right Turn from Stop)	SUDAS Table 5L-4.03		
Retaining Wall Types	N/A	N/A		
Driveway Aprons	6" PCC (Residential) & 7" PCC (Commercial); Match Existing Width; Refer to City of Supplemental Specifications for additional details	SUDAS Table 5L-4.01; City of Ankeny Supplemental Specifications		
Driveway Slopes	Residential: 9.5% Apron Slope (With 2.0% Roadway Cross-Slope and 1.5% Sidewalk Slope); 1.5" Curb Drop Height; 3-ft Flare Commercial: 7.0% Apron Slope (With 2.0% Roadway Cross-Slope and 1.5% Sidewalk Slope); 2.0" Curb Drop Height; Radii	SUDAS Figure L-4.02; City of Ankeny Supplemental Specifications		

Storm Sewer Design Criteria			
Design Parameter	Value	Source/Notes	
Minor Storm for Intake & Pipe Capacity	5-year (Local and Collector)	SUDAS 2A-3, B. 1 & 2	
Minor Storm Spread	No curb overtopping. Flow may spread to crown of street (Collector)	SUDAS 2A-3, Table 2A-3.01	
Major Storm for Intake & Pipe Capacity	100-year	Suda's 2A-3, B. 1 & 2	
Major Storm Spread	Ponded area should not exceed the street ROW and depth of water above street crown should not exceed 6-inches	SUDAS 2A-3, Table 2A-3.02	
Minimum Pipe Size	15-inch	SUDAS 2D-1, D, 3	
Minimum Pipe Slope	As required for min. velocity, 1.0% cross runs	SUDAS 2D-1, D, 7	
Minimum Pipe Velocity	3 fps for Design Storm	SUDAS 2D-1, D, 4	
Maximum Pipe Velocity	15 fps	SUDAS 2D-1, D, 4	
Preferred Storm Intake Type	Throat and Grate (SW-501, SW-505, etc.)	City Staff	
Pipe Material	RCP: n=0.013	Industry Standard	

Sanitary Sewer Design Criteria			
Design Parameter	Value	Source/Notes	
Minimum Pipe Size	8-inch	City Staff	
Minimum Pipe Slope	0.60%	City Staff	
Castings	Self-Level EJ Castings; Cretex Pro-Rings for Adjustment Rings	City Staff	
Preferred Manhole Type	Precast Manholes with A-loks	City Staff	
New to Existing Pipe Connection	Fernco Stongback Coupler	City Staff	
Elevation Drops	Over 2-ft use External Drop, Under 2-ft use Internal Drop	City Staff	
Pipe Material	Truss Pipe	City Staff	

#### **EXHIBIT E**

#### McCLURE ENGINEERING COMPANY





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

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

#### **EXHIBIT G**

#### McCLURE ENGINEERING COMPANY







# **City of Ankeny Insurance Requirements for Professional Services**

Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage
required in Exhibit H 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 H.
- 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 H.
- 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

#### A) COMMERCIAL GENERAL LIABILITY

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

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

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

#### **B) AUTOMOBILE LIABILITY**

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

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

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

Coverage A Statutory – State of Iowa Coverage B Employers Liability

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

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

#### D) <u>UMBRELLA LIABILITY</u>

2,000,000

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

Rev. 7/22/20 – City of Ankeny Page | H-2

## City of Ankeny Insurance Requirements for Professional Services

#### E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

 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.

Rev. 7/22/20 - City of Ankeny

## City of Ankeny Insurance Requirements for Professional Services

## **Preservation of Governmental Immunities Endorsement**

- 1. <u>Nonwaiver of Governmental Immunity.</u> 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. <u>Assertion of Governmental Immunity.</u> 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, lowa 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, lowa.

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

Rev. 7/22/20 - City of Ankeny

## **EXHIBIT I**

#### McCLURE ENGINEERING COMPANY

SUBCONSULTANTS SCOPE & FEES SW Des Moines Street Utility Improvements





<u>CLIENT</u>

McClure

PROJECT NAME

Ankeny - SW Des Moines Street

BID DATE

3/1/2024

<u>ADDRESS</u>

335 SE Oralabor Rd

CITY/STATE/ZIP

Ankeny, IA 50021

PHONE

515-293-4518

E-MAIL

sport@mcclurevision.com

PREPARED BY:

Mike Holsapple

Urbandale Public Works Project Manager

# **ROW Services Cost Estimate Breakdown**

City of Ankeny | SW Des Moines Street

Estimated Number of Parcels: 6

Description of Expenses	Amount	Hours	Unit Price	Total
Title Reports	6		\$350.00	\$2,100.00
Project Data Book				
Compensation - Appraisals & Review Appraisals	1		\$5,000.00	\$5,000.00
Compensation - Appraisal Waivers	5	10		\$1,100.00
GIS/GPS Easement Exhibits				
GIS/GPS Easement Mapping				
Title Research & Transfer Doc Prep.		30		\$3,030.00
Acquisition Process		111		\$12,210.00
Project Management		34		\$4,692.00
JCG Expenses (mileage, lodging, per diem, postage, misc.)			\$1,268.00	\$1,268.00
			JCG In-House Fees	\$22,300.00
Reimburseable Expenses  Total ROW Cost Estimate			\$7,100.00	
			\$29,400.00	
Cost Estimate Per Parcel			\$4,900.00	

This project cost estimate is valid for 90 days from the bid date listed above.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REP DATE

# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.

#### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: SW Des Moines Street Reconstruction PN: 241127

PROJECT ADDRESS: From SW Ordnance Road to SW Kenworthy Drive

Ankeny, Iowa

CLIENT: McClure - Attn: Scott Port, P.E.

1360 NW 121st Street

Clive, Iowa

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment for soil borings, mobilization with vehicle and core trailer for pavement cores, boring and core locations, utility locations (Iowa One Call), City permits, traffic control, drill and sample 3 soil borings 20 feet deep, core pavement at 5 locations (with core photos), laboratory testing (includes moisture contents, dry densities, unconfined compressive strength tests and 1 Atterberg limits, 1 grain size analysis, and 1 standard Proctor test for soil classification), engineering analysis, and written report.

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,100.00. Consultation subsequent to completion of report will be invoiced at current engineering rates.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. ABE will contact Iowa One Call for public utility locates. Private utility locates will be the responsibility of the City and should be properly marked prior to the drill crew arriving at the site.



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
City Manager City Attorney
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:

## ATTACHMENTS:

Click to download
No Attachments Available



#### ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

**COUNCIL GOAL:** 

ORIGINATING DEPARTMENT:

City Clerk
ACTION REQUESTED:
LEGAL:
SUBJECT:
<ul> <li>Public Hearing - Property Tax Levy for Fiscal Year July 1, 2024 - June 30, 2025 - 4/1/24 @ 5:00 p.m.</li> <li>Public Hearing - 2024 PCC Street Patching Program - 4/1/24 @ 5:30 p.m.</li> <li>Public Hearing - 2024 PCC Pavement Preservation Program - Crack &amp; Joint Filling - 4/1/24 @ 5:30 p.m.</li> <li>Public Hearing - NE 62nd St RCB Over Tributary to Four Mile Creek - 4/1/24 @ 5:30 p.m.</li> <li>Public Hearing - 2024 CIPP Lining Project - 4/1/24 @ 5:30 p.m.</li> <li>Public Hearing - 2024 Asphalt St Resurfacing Program - SW Ordnance Road - 4/15/24 @ 5:30 p.m.</li> <li>Public Hearing - NE 36th St &amp; NE 38th St Water Main - 4/15/24 @ 5:30 p.m.</li> </ul>
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	