



CLIVE CITY COUNCIL
AGENDA, REGULAR MEETING
1900 NW 114th Street
October 24, 2024 6:00 PM

This meeting will be conducted in-person in the City Council Chambers and virtually via Zoom platform. To participate virtually use the following link: <https://us06web.zoom.us/j/86517780710> - Call-in number: (312) 626-6799 - Meeting ID: 865 1778 0710

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

Clive supports the pillars of Character Counts!, endeavoring at all times to promote and model the principles of trustworthiness, respect, responsibility, fairness, caring and citizenship. In conducting our work, we expect that all participants will act in a respectful manner consistent with these principles.

Presentation

1. DART Update - CEO Amanda Wanke

Consent Items

1. City Manager Memo
2. City Manager Report - September 2024
3. ACM Tech Services Monthly Report - September 2024
4. Administrative Services Monthly Report - September 2024
5. Community Development Monthly Report - September 2024
6. Leisure Services Monthly Report - September 2024
7. Public Works Monthly Report - September 2024
8. Treasurer's Monthly Report - September 2024
9. Approve 10/10/2024 City Council Minutes
10. Bill List
11. Approve Retail Alcohol Sales License Renewal Application - Mi Mexico - 11407 Forest Road
12. Approve Retail Alcohol Sales License Renewal Application - Front Row - 9956 Swanson Blvd
13. Approve Retail Alcohol Sales License Renewal Application - Maria's Mexican Food - 15950 Hickman Road

14. Resolution Approving Change Order #2 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$2,250.00
15. Approve Pay Request #4 - Des Moines Asphalt and Paving - 2024 Residential HMA Pavement Rehabilitation Project - \$20,401.25
16. Approve Pay Request #4 - J&K Contracting - NW Alderleaf Drive Water Connection - \$2,630.65
17. Approve Pay Request #5 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$69,141.05
18. Approve Pay Request #9 - Indian Hills Trail & Bridge Design - McClure - \$5,669.75
19. Approve Pay Request #10 (Final) - Indian Hills Trail & Bridge Design - McClure - \$1,388.15
20. Approve Capital Equipment Purchase - Kubota Tractor - Capital City Equipment - \$66,240.03
21. Resolution Approving Purchase Agreement - 7835 Drake Street - \$274,000.00
22. Resolution Approving Purchase Agreement - 7825 Drake Street - \$246,000.00
23. Resolution Approving Professional Services Agreement for Revisions to the Clive Stormwater Management Manual - McClure Engineering - Not to Exceed \$31,710.00
24. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 29 - 3889 Westgate PKWY
25. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 28 - 3905 Westgate PKWY
26. Resolution approving 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services
27. Resolution Approving the FY24 Annual Urban Renewal Report
28. Approve Pay Rate - Margaret Selle - Police Officer - \$37.26/Hr - Effective 10/28/2024

Action Items

1. Public Hearing - General Obligation Urban Renewal Bonds, Series 2024B
 - a. Resolution awarding General Obligation Urban Renewal Bonds, Series 2024B, authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds, and providing for the levy of taxes to pay the same
2. Public Hearing for 2814 W Avenue Demolition Project - Approve Plans, Specifications and Bids
 - a. Resolution Approving Plans and Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contract - DW Zinser Company, Inc. - \$29,500
3. Country Club Glen Plat 13, 15925 and 15935 Hickman Road
 - a. Approve Site Plan and Preliminary Plat
 - b. Approve Construction Drawings

4. Resolution Approving Professional Consulting Services Related to the University Boulevard Flood Mitigation: Project Scoping Plan - Confluence, Inc.- \$420,430.00
5. Resolution Approving 2024 Polk County Hazard Mitigation Plan
6. Resolution Approving Multi-Year Professional Services Agreement for Mass Text Notification and Chatbot Services - Citibot - Year One, \$22,400; \$60,500 over three years

Presentation

1. 78th Street Temporary Park Discussion

Reports

Adjournment



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 24, 2024

RE: DART Update - CEO Amanda Wanke

SYNOPSIS:

DART CEO Amanda Wanke will be in attendance to provide an update to the Clive City Council on recent discussions of the DART Commission regarding Reimagine DART and the funding deliberations between the City of Des Moines and the other DART member communities. A copy of Amanda's presentation is included in the packet for your review prior to the meeting.

Attachments:

1. Clive City Council - FINAL

DART in Clive

Economic Impact of Public Transit &
Our Commitment to Your Community

October 2024

Amanda Wanke, CEO

Public Transit is an Economic Driver

- Local business spending
- Workforce recruitment and retention
- Job creation
- Commercial development



Nearly 9 out of 10 trips on DART are for people to earn or spend money.



Public Transit Fosters Social Equity and Well-Being

DART helps people:

- Work
- Get health care
- Go to school
- Earn a college degree
- Afford housing
- Access food

Who uses DART?

Total household income



No valid driver's
license

61%



Regional public transit is important to compete with other Midwestern cities

Corridor communities look toward new public transit opportunities

Regional transit discussed at The Gazette's Iowa Ideas conference

 Megan Woolard

Oct. 10, 2024 6:43 pm, Updated: Oct. 14, 2024 2:59 pm

 Why you can trust The Gazette



Work begins on Omaha streetcar project



POLITICS

Metro's ambitious plan would expand public transit to underserved parts of Omaha

Jessica Wade | Updated May 26, 2023

If Metro's planned projects move forward, there will be a "significant increase" in the amount of transit service operated in the Omaha area, with more than 2,000 additional service hours each week.



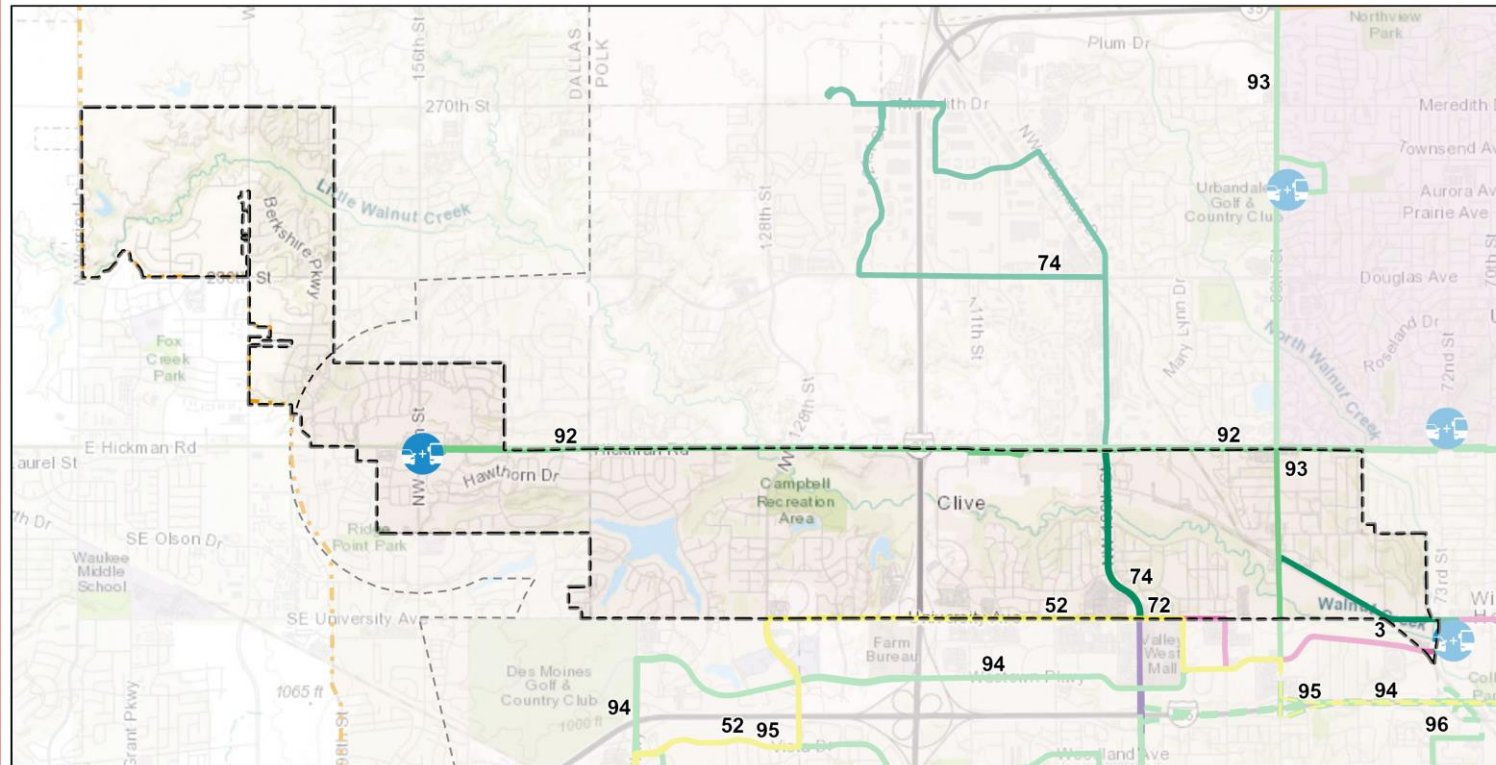
DART Services in Clive

Core Services

- Local Route 52 – Jordan Creek
- Local Route 74 – NW Urbandale
- Express Route 92 – Hickman
- Express Route 93- NW 86th
- Paratransit

Other DART Benefits

- Caravan
- Emergency services
- Special events



FY24 Ridership in Clive

7,795 Fixed Route Boardings

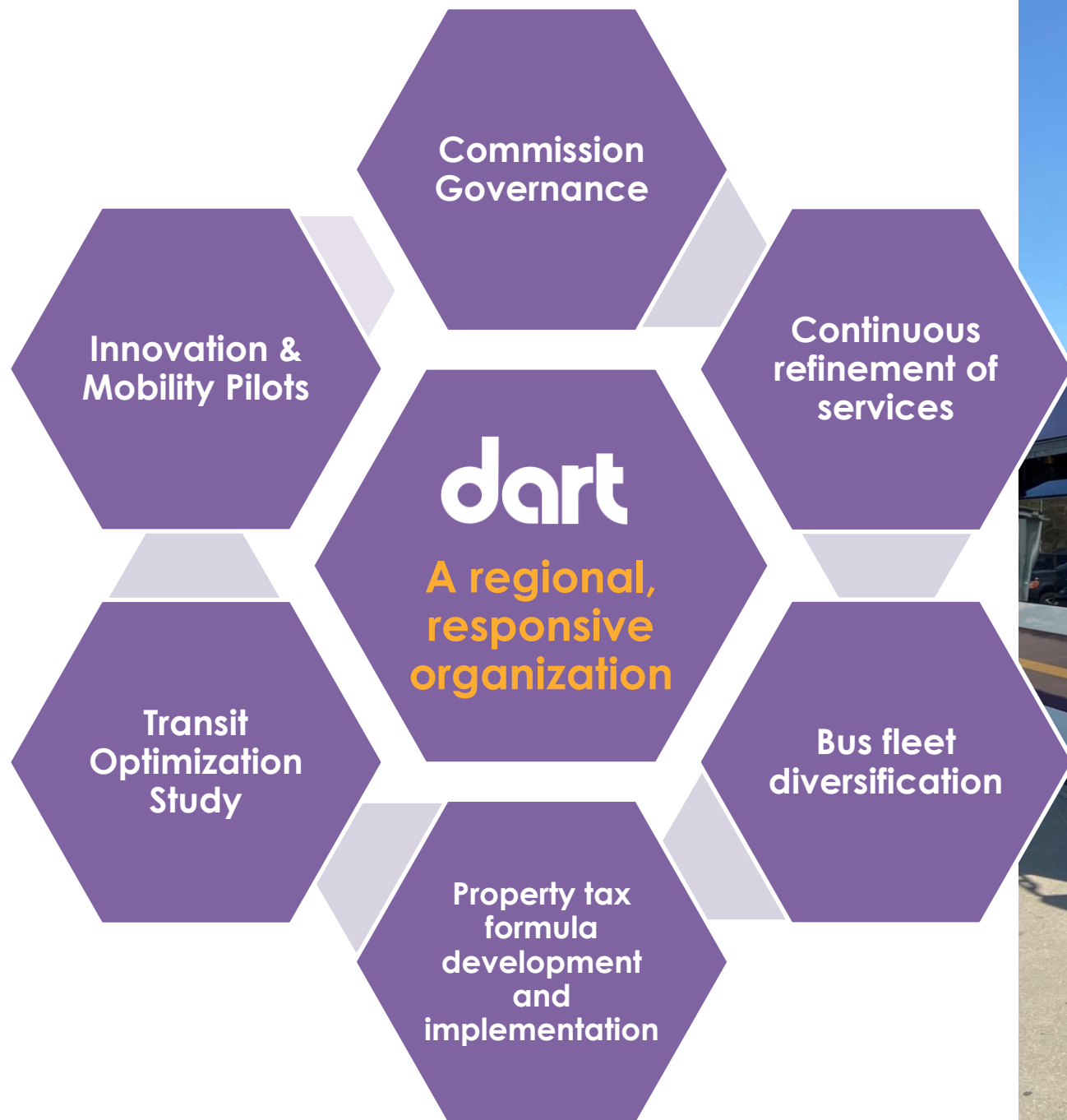
- 48% increase from previous year
- Top locations:
 - Buffalo Road/73rd St.
 - University Ave./36th St.
 - Nebraska Furniture Mart Park & Ride

4,114 Paratransit trips to or from Clive

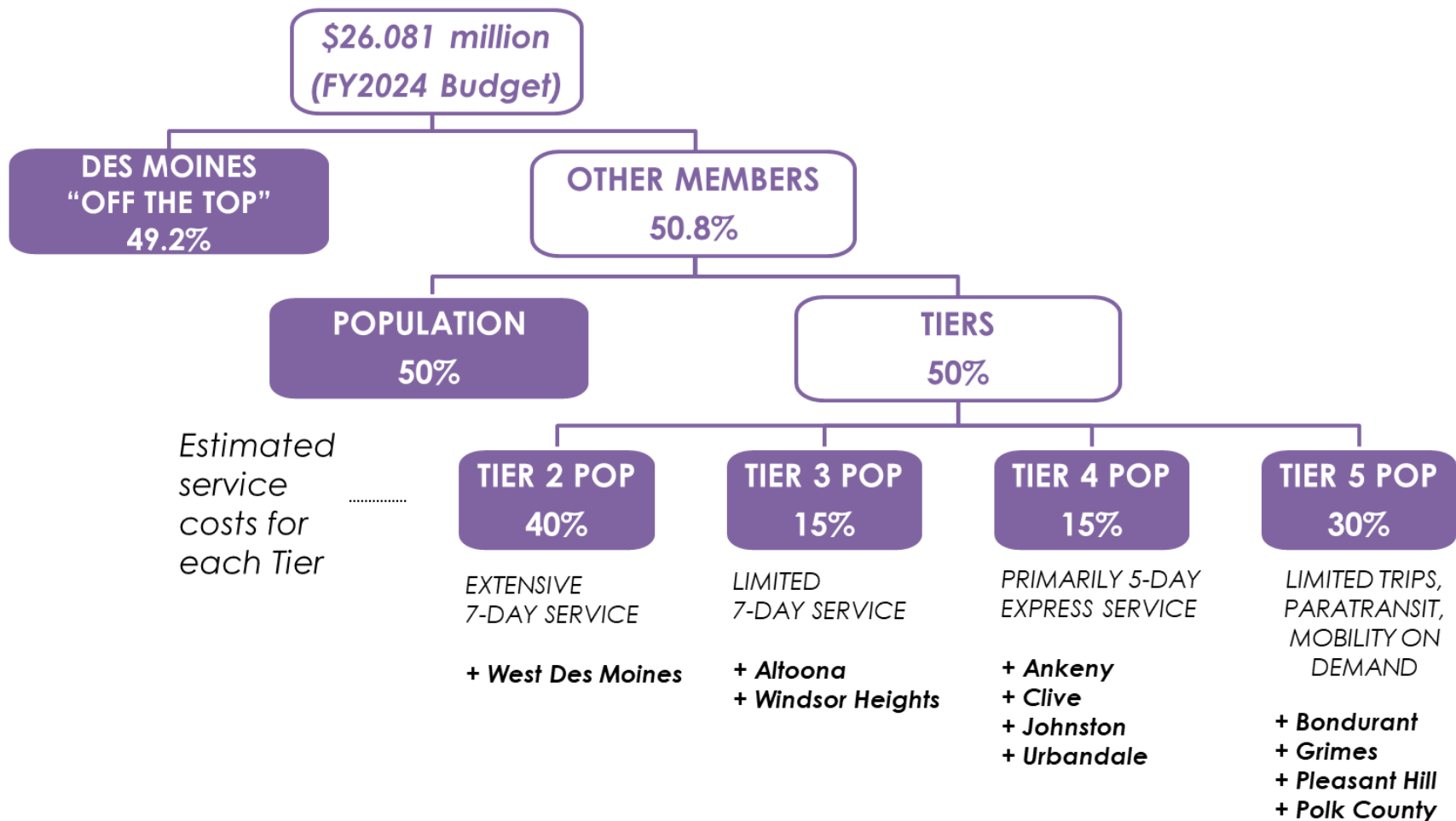
- 208 Paratransit customers (17 residents)
- Top location:
 - MercyOne Clive Physical Medicine and Rehabilitation Center

“There's times when I'm unable to use my wife for appointments due to my disability. I find the value is being able to, when I was working, **get to a job** and be on time. And then also **getting to appointments** and doing a variety of other things on a daily basis.”

- Robert Perry,
Clive resident & Paratransit customer



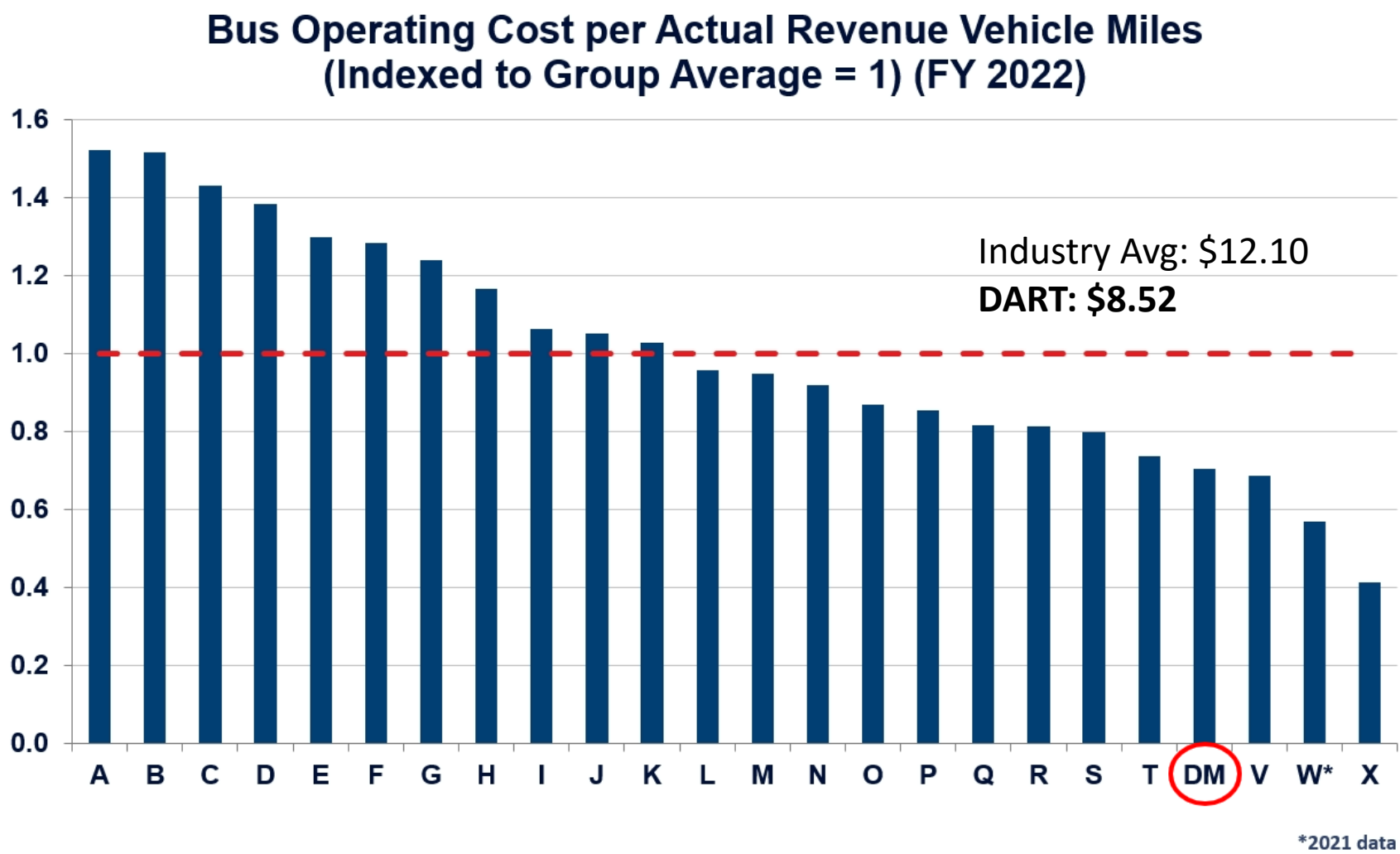
Property Tax Formula & Clive Investment



As the formula is implemented:

- Clive's **levy rate has decreased** from \$0.663 in FY21 to \$0.581 in FY25.
- **A \$200,000 homeowner** in Clive **contributes \$53.85** to DART in FY25.

Ongoing and Recent Efficiency Efforts



Reduced expenses by nearly \$1 million for FY25

- Cut support positions
- Eliminated Wi-Fi
- Reduced customer service hours



What we've heard

Transit is essential

Vision for the future

Funding discussion fatigue

Sustainable formula

Business support



Recent survey of elected officials

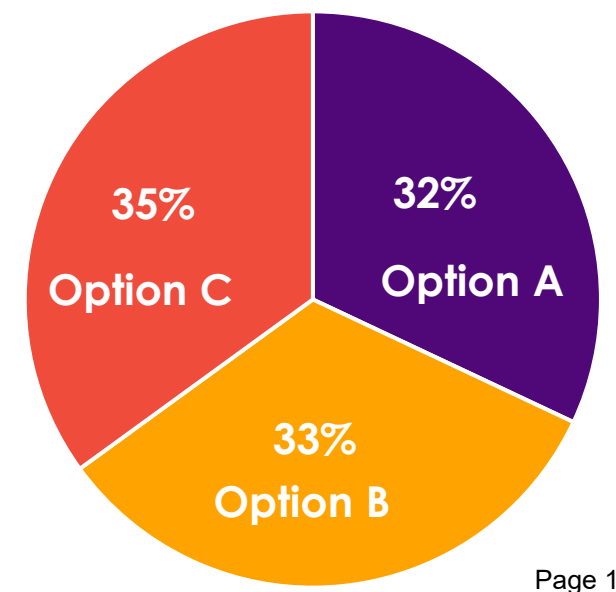
Is there regional consensus?

	YES	NO
Changing transit funding formula?	☐	☒
Regional transit network design ?	☐	☒
Importance of regional transit?	☒	☐

Hypothetical Network A:
Limited transit service. Lower frequency, longer wait times. Only used by individuals who have no other option.

Hypothetical Network B:
Transit services to more places and communities. Some usage by individuals who have other travel options.

Hypothetical Network C:
Extensive transit coverage, high frequency service, shorter wait times and more people choose to use transit over other modes.



What is it?

Reimagine DART



**Regional Buy-in
Around Shared Goals**



**Transit Network
Redesign**



**Public Input &
Engagement**

Key Milestones

**Spring
2025**

Collect feedback on transit priorities

**Aug-Sept
2025**

Collect feedback on draft transit network

Dec 2025

DART Commission to vote on final service plan

**Jan-
March
2026**

DART Commission and staff prepare FY 2027 budget

**Summer
2026**

Begin to implement new transit network



Thank you!



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: October 24, 2024
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the October 24, 2024 meeting of the Clive City Council.

Attachments:

1. CM Memo 10-24-24

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: October 21, 2024

Re: General Information Memo – October 24, 2024 City Council Meeting

The October 24, 2024, City Council meeting will be in-person & virtual:

<https://us06web.zoom.us/j/86517780710>

Consent Agenda – A few items to note on the consent idea. First, you will notice all the department monthly reports have been updated to reflect the new strategic planning priorities for the coming year. Second, staff have completed negotiations for two more residential property acquisitions in the flood prone property buyout area along Drake Street. City/local funds will be used for these acquisitions with the potential for federal grant reimbursement in the future. Third, staff have prepared a professional services agreement with McClure to assist the City with developing an amendment to the City's stormwater management manual due to recent state legislation requiring significant revisions for compliance. Finally, the Police Department has offered, and Margaret Selle has accepted our offer to join the Clive Police Department. Officer Selle is an Iowa-certified officer who is seeking to rejoin Clive, as she has worked for us previously, and will fill a current vacancy due to Officer Odessa Clark joining the US Secret Service back in August.

Presentation – DART CEO Amanda Wanke will attend the October 24 meeting to provide an update on the activities of the DART Commission, especially as it relates to recent conversations around the DART funding formula and the Reimagine DART study work. A copy of Amanda's presentation is included in the agenda packet for your review prior to the meeting.

Public Hearing: 2024B Bond Sale - The morning of October 24 is set as the sale date of the Series 2024B Urban Renewal General Obligation Bonds to fund a series of urban renewal projects. Following the morning's sale staff and the City's Financial Advisor PFM will provide the results of the sale and recommend the award of the bond sale. Earlier this month the City's bond rating was upgraded by S&P to AAA.

Public Hearing: Alice's Road House Demolition – A public hearing is scheduled to consider bids received for the demolition of a recently acquired single-family residential property at 2814 W Avenue (Alice's Road) to clear the way for phase 1 of the street reconstruction and expansion project along Alice's Road for construction in 2025. On October 15, staff received six bids for the project with DW Zinser Company, Inc. being the apparent low bidder at \$29,500 with a staff estimate of \$47,900 for the work. Staff would recommend awarding the demolition contract to DW Zinser Company, Inc. in the amount of \$29,500.

Country Club Glen Plat 13: Site Plan and Preliminary Plat – In Country Club Glen the property owner of Plat 13 is proposing to construct two new buildings, a 2,450 sq foot drive-thru coffee shop and a 4,280 single story office/retail building, on the plat. Included in the agenda packet are the background materials

for the proposed site plan and preliminary plat for this development, generally located between the new Fareway Store and LifeChurch building along the northside of Hickman Road, west of 156th Street. The Planning & Zoning Commission reviewed the proposal at their October 3 meeting and would recommend approval. In addition, staff have fielded questions/concerns from residential neighbors to the north of the development and have worked with the developer to accommodate concerns regarding car headlight spillover into those properties by adding landscaping materials to address these concerns.

University Blvd Flood Mitigation Project/Technical Assistance – Earlier this summer staff issued a Request of Qualifications (RFQ) to 12 experienced consultants for development of the next phase of the University Boulevard Flood Mitigation Plan. As the Council will recall, the City has received FEMA grant support for this initiative and this planning effort will provide for extensive engagement in the neighborhood on implementation strategies to transition the flood prone property buyout area from a buyout zone to advancing environmental, social and economic benefits for reinvestment in the neighborhood. Staff received three complete responses to the RFQ and interviewed those responding firms. Included in the agenda packet is background information on the RFQ evaluation process and the basis for the recommendation to work with the consultant team of Confluence/Barr Engineering/Dewberry for this project. Staff would recommend a professional services agreement with Confluence/Barr/Dewberry in the amount of \$420,430 for this next phase of planning for the University Boulevard Flood Mitigation Area.

Polk County Hazard Mitigation Plan Approval – Over the past year City staff have been involved in an updating process with Polk County Emergency Management to update the countywide hazard mitigation plan. The work has now been completed and it is important for the City to adopt the new countywide plan as several Clive projects are included in the plan and make the City eligible for federal funding for the hazard mitigation projects. A summary of the new plan's goals and objectives are included in the agenda packet for your review and staff would recommend the adoption of the Polk countywide hazard mitigation plan.

Mass Text Notification/Chatbot Service – A mass texting notification service has been a strategic priority for the City to implement and staff has completed researching various vendors to provide this service and would recommend the City secure a relationship with Citibot for both a texting service and implementation of an artificial intelligence (AI) chatbot on the City's website. Although this proposal goes beyond merely a one-way texting service, staff feels the value exists to utilize AI-technology to compliment the texting system. Included in the agenda packet are details of the proposal with Citibot for \$22,400/year for the texting and chatbot service. Staff would recommend approval of the software service agreement with Citibot.

Discussion: Temporary Park Update – In addition to surveying the community regarding Linnan Park improvements, staff and design consultant McClure Engineering also received community feedback on temporary improvements to the greenspace area acquired as a part of the flood prone property buyout program along NW 78th Street. At the end of the October 24 meeting staff and McClure will provide an update on this design work and seek Council feedback for proposed temporary improvements to the greenspace areas along NW 78th Street. The City has already allocated \$250,000 for these temporary improvements.

Tentative Upcoming Agenda Items

November 7 Workshop

- Action – Setting Public Hearing for Phase 1 City Hall/Library Renovations Bids
- Clive Strategic Plan Action Items – Quarterly Update
- 2025-2029 Capital Improvements Plan



November 14

- Presentation – Greater Des Moines Partnership Update
- Action – Greenbelt Landing Public Art Commission Contract
- Action – Sidewalk Maintenance Ordinance Amendment and Sidewalk Inspection Program
- Action – Emerald Isle Drive Public Improvements Cost Share Agreement
- Action – One-Year Extension of Rental Housing Inspection Program
- Presentation/Action – FY 23/24 Audit Report and Acceptance
- Discussion – Berkshire and Boston Parkway Street Trees



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 24, 2024

RE: City Manager Report - September 2024

SYNOPSIS:

Attached please find the City Manager's monthly report for strategic planning activities in September 2024.

Attachments:

1. CM Report 10-24-24

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 10/21/24

Re: City Manager’s Report – September 2024

City Manager Expenditure Authorization Report (Up to \$25,000 Per Item)

<u>Consultant/Entity</u>	<u>Amount</u>	<u>Date</u>	<u>Services To Be Provided</u>

Clive Plan 2024-2029-2039

Not Started is Shown in Red In Progress is Shown in Blue Completed is Shown in Green

Policy Agenda Items – Top Priority

Comprehensive Financial Policy and Strategy/CEP Financial Adjustment – Staff has kicked off the budgeting process for the coming year at the staff level, including development of the annual Capital Improvements Plan update. Staff are awaiting the announcement of the residential rollback figure from the Iowa Department of Revenue before engaging the Council on further refinement of the financial strategy for the coming fiscal year’s budget. It is anticipated that the City Manager will engage Council in November regarding the financial strategy and in December seek confirmation on direction and discuss with the Council financial adjustments needed for the Capital Equipment Plan to support rising costs in City vehicle/equipment purchases.

Clive’s Regional Role: Discussion and Framework for the Future – Over the past few months discussions have continued with entities such as DART, the Greater Des Moines Partnership and others on the value add they are providing to Clive for the City resources that are deployed to these entities. In the coming months the City Manager will engage the Council on these various relationships to seek your overall direction on Clive’s role and position within the regional dialogue and membership with these entities.

Financial “Dip” Plan – During the September 26 City Council meeting representatives from Public Financial Management (PFM) presented a scope of services outlining the various components for the City to create a Financial “Dip” Plan for Clive to ensure the City has visibility to our financial future as the City

reaches its built-out condition and manages the legislative changes from the Iowa Legislature. During the September 26 meeting PFM outlined the three main components of scope and the Council authorized the City to move forward with phase 1 of the work to develop a 10-year financial “base” case of the City’s current track on revenues and expenditures based on current service delivery and capital investment strategies. Following completion of phase 1, PFM and staff will report back to the Council on this work before seeking authorization to progress to phase 2 focused on the community comparison/benchmarking exercise. Work on phase 1 is set to begin after the first of the year.

Policy Agenda Items – High Priority

Harbach Center: Vision Concept and Operations – For this item elected officials and staff will continue engagement with the West Des Moines School District on the possibility of joint facilities going forward when the City needs to make major reinvestments in the Harbach Center. Those discussions will start this coming year with the first joint meeting of the City/School group in November. Also, staff will be tasked with reporting on the condition of the Harbach Center building and the success of the programming/building utilization in Spring 2025.

Policy Agenda Items – Moderate Priority

State Agenda Advocacy and Lobbying A. West Metro B. IaCMA – Work has started on this item with the Assistant City Manager coordinating with staff of the West DSM Metro communities on how we can coordinate on legislative strategy and storytelling to our communities and state legislators. The group is prioritizing the next steps and staff will be sharing those action items with the Council for your feedback in December. The City Manager is also working with the Iowa City/County Managers Association (IaCMA) on co-chairing a new Legislative Affairs Committee to strategize on how cities can work better together and build coalitions with other organizations throughout the state on the value cities bring with the resources we deploy in our communities to help the state’s economy. In November, the IaCMA membership will be asked to react to strategies being considered by the Committee and to encourage member participation.

Policy Agenda Items – Low Priority

86th Street Neighborhood Plan/Activation – Staff continues activation efforts in the 86th Street Neighborhood with short-term focus on establishing a joint City/WDM Schools Group made up of two elected officials for each entity along with the School Superintendent and City Manager. The goal is to grow the relationship and determine joint communication efforts between the two entities specifically focused on the 86th Street Neighborhood/Crestview School. In addition, staff are seeking Bravo grant support for a public art mural project at the Harbach Center and other activities to engage the neighborhood with the upcoming Linnan Park redevelopment. Finally, engagement continues with the dominant apartment building owner in the neighborhood on partnership opportunities.

Service Collaboration Strategy and Actions Plan – For this action, the City Manager’s Office will work with departments in the spring as a part of the “Dip” Study work to identify potential service collaborations we have yet to pursue with surrounding city jurisdictions. Work on this item has not started yet.

Management Agenda Items – Top Priority

City Hall/Library Security Remodel – The design and cost estimates for the project were presented during the September 12 City Council meeting with the Council providing direction to proceed with Phase 1 of the remodel for the entire upper level of the building. Later in September the design team has taken the Council direction and continue to develop construction documents and plans associated with the phase 1 effort to be bid out later this calendar year. In addition, the Leisure Services staff currently housed in the upper level of the building have made plans to transition offices over to the Harbach Center during construction and continue to operate the “front of house” of the Library during the anticipated six-month construction schedule from January to July 2025.

Management Agenda Items – High Priority

Westcom New Dispatch Facility – Earlier this year Westcom identified the need for future facility needs associated with the growth of the dispatch staff as the six cities supported by Westcom continue to grow. Initially it was projected that an Owner’s Representative would be hired to advise the Westcom communities on the best processes to identify space needs and evaluate potential facility strategies to accommodate the growth. At this point these activities have been put on hold pending additional discussions at the Iowa Legislature regarding property tax reforms as property tax is the primary funding mechanism of Westcom from the member community contributions.

Management In Progress Items

Executive Team: Transitions/Relationships –The Executive Team is always working on relationship building amongst each other and with the newer members. Some specific recent work surrounds a webinar series the Team is going through this year focusing on how we have conversations with each other. In addition, now that Mark Rehberg has been selected as the next Police Chief, work to integrate him into the Executive Team continued in August and September with orientation items and meetings with the various departments.



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: October 24, 2024

RE: ACM Tech Services Monthly Report - September 2024

SYNOPSIS:

ACM Tech Services Monthly Report September 2024

Attachments:

1. September 2024 ACM and Tech Services Report

Assistant City Manager and Tech Services Monthly Report

Target	Milestones	Orig	Rev	Lead	Status	Notes
Leisure Services Sign-Up System: Direction, Funding and Implementation	Recommence research on possible platforms	Oct-24	Oct-24	ACM/LS	In Progress	
	Identify the preferred platform	Nov-24	Nov-24	ACM/LS	Not Started	
	Prepare request for FY 25-26 Budget	Dec-24	Dec-24	ACM/LS	Not Started	
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM/LS	Not Started	
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM/LS	Not Started	
	Platform purchase	Jul-25	Jul-25	ACM/LS	Not Started	
	Project kickoff	Aug-25	Aug-25	ACM/LS	Not Started	
	Implementation completed	Mar-26	Mar-26	ACM/LS	Not Started	
Grant Funding Strategy: Update, Direction and City Actions	Research and submit grant applications w/ priorities	Ongoing	Ongoing	ACM	In Progress	
	During CIP process, identify out year grant projects	Oct-24	Oct-24	ACM	Not Started	
	Research options for adding grant-writing capacity	Nov-24	Nov-24	ACM	Not Started	
	Prepare budget proposal if needed for grant writing	Dec-24	Dec-24	ACM	Not Started	
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM	Not Started	
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM	Not Started	
	If needed, prepare RFP for grant writing services	May-25	May-25	ACM	Not Started	
	Grant writing services begin	Jul-25	Jul-25	ACM	Not Started	
Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report w/ Options	Establish and communicate trail detours for Hickman	Sep-24	Sep-24	ACM	Done	Detour in place 10/2
	Install and maintain appropriate detour signage	Sep-24	Sep-24	ACM	Done	
	Research best practices in coordination w/ MPO	Mar-25	Mar-25	ACM	Not Started	
	Identify Key crossings throughout Clive	Apr-25	Apr-25	ACM	Not Started	
	CC Presentation: Best Practices and Opportunities	May-25	May-25	ACM	Not Started	
	Potential federal grant applications through MPO	Ongoing	Ongoing	ACM	Not Started	

Assistant City Manager and Tech Services Monthly Report

	Prepare potential FY 26/27 Budget Requests	Dec-25	Dec-25	ACM	Not Started	
State Agenda Advocacy and Lobbying: Goals, Key Issues, Direction and City Actions A. West Metro B. laCMA	A. Coordinate common legislative priorities	Nov-24	Nov-24	CMO	In Progress	
	A. CC Decision: Western Cities Adoption of Priorities	Dec-24	Dec-24	CMO	Not Started	
	A. Create common storytelling assets for Westside	Ongoing	Ongoing	CMO	Not Started	
	A. Execute westside legislative breakfast or alt event	Jan-25	Jan-25	CMO	Not Started	
	B. Initiate laCMA Legislative Affairs Meetings	Aug-24	Aug-24	CMO	Done	
	B. Participate in interviews for ILOC Gov't Affairs Dir	Sep-24	Sep-24	CMO	Done	
	B. Identify a top ten list of entities to build coalition	Nov-24	Nov-24	CMO	In Progress	
	B. Survey laCMA Membership on role of CMS in legis	Dec-24	Dec-24	CMO	Not Started	
	B. Support ILOC with tech support and eval of bills	Ongoing	Ongoing	CMO	Not Started	
	B. laCMA member dialouge on the work at IMMI	Mar-25	Mar-25	CMO	Not Started	
GIS Tech New Position: Direction and Funding	Complete business case for adding position	Nov-24	Nov-24	ACM	In Progress	
	Budget proposal for position	Dec-24	Dec-24	ACM	Not Started	
	Budget workshop: FY 25-26 Budget	Feb-25	Feb-25	ACM	Not Started	
	CC Decision: FY 25-26 Budget	Apr-25	Apr-25	ACM	Not Started	
	Create a job description	Apr-25	Apr-25	ACM	Not Started	
	Promote position and build candidate pool	May-25	May-25	ACM	Not Started	
	Hire and start date	Jul-25	Jul-25	ACM	Not Started	
City Texting Platform to Disseminate Info to Clive Residents, Businesses and Others: Implementation	Select preferred platform, purchase	Sep-24	Sep-24	ACM	In Progress	
	Platform buildout	Nov-24	Nov-24	ACM	Not Started	
	Execute first phase opt-in campaign ahead of winter	Dec-24	Dec-24	ACM	Not Started	

Assistant City Manager and Tech Services Monthly Report

	Continue executing opt-in campaign	Ongoing	Ongoing	ACM	Not Started	
Water Resources Master Plan Implementation: Next Steps	CC Decision: Manual Amendment PSA w/ consult	Sep-24	Oct-24	ACM	In Progress	
	Decision on stormwater mgmt standards for streets	Nov-24	Nov-24	ACM	Not Started	
	Complete manual amendment drafting	Nov-24	Nov-24	ACM	Not Started	
	CC Decision: Manual Updates Approval	Jan-25	Jan-25	ACM	Not Started	
	State of Clive Water presentation	Jan-25	Jan-25	ACM	Not Started	
	Execute WQI projects along Little Walnut Creek	Apr-25	Apr-25	ACM	Not Started	
	Execute second annual tree sale	May-25	May-25	ACM	Not Started	
	Execute second year of SWAP program	Ongoing	Ongoing	ACM	Not Started	
	Execute 4th year of SQR program	Sep-25	Sep-25	ACM	Not Started	
Dallas County Referendum - Public Education Campaign: Development/Info		Sep-24	Sep-24	ACM	In Progress	
City-State Legislative Agenda 2025: Approval		Dec-24	Dec-24	ACM	In Progress	
Annual Community Engagement Plan		Jan-25	Jan-25	ACM	Not Started	
Development Review Process Improvement - Multi-Dept, Facilitated by ACM		Feb-25	Feb-25	ACM	In Progress	
City-Federal Legislative Agenda 2025: Approval		May-25	May-25	ACM	Not Started	
Clive's Various e-Newsletters Standardization and Monthly Newsletter		May-25	May-25	ACM	Not Started	
Clark Street Pilot Green Infrastructure Evaluation After Action Report		Oct-24	Oct-24	ACM	Not Started	
State/Federal Lobbying and Grants for 86th Corridor Projects		Ongoing	Ongoing	ACM	In Progress	
Clive Historical Society Assets Transfer and "Mothball" Facility: Completion		Dec-24	Dec-24	ACM	In Progress	
Greenbelt Trail Education Campaign: Safety and Etiquette		May-25	May-25	ACM	Not Started	
Greenbelt Landing Individual Donor (Goal: \$100,000)		Oct-25	Oct-25	ACM	In Progress	
Homeowner Education on Federal Energy Efficiency Grant Program: Campaign		Ongoing	Ongoing	ACM	Not Started	
Home Show Expo 2024 - Shadow Creek West		Sep-24	Sep-24	ACM	Done	

Assistant City Manager and Tech Services Monthly Report

Monthly Highlights

- Toured McMullen Treatment Plant and Moffet Reservoir with CIWW board members and city reps 9/4
- Launched Dallas County Supervisors 3-5 public education campaign
- Participated in annual check-in meeting with Partnership staff on 9/13; Partnership GPC meeting throughout the month
- City Hall Renovation meetings throughout the month
- ISWEP Board meeting 9/17
- Meeting with CHS board on cleaning out Swanson House and Clive Depot on 9/18
- Supported Home Show preparations throughout the month
- Trail closure communications week of 9/23; detour in place starting 10/2

Technology Services Report – September 2024

Dennis Harken, TS/IT Manager, has prepared the following report for the activities of the Technology Services (TS) staff for the month of **September 2024**.

2023-2024 Approved Strategic Goals Status

Project	Status	Notes	Due	Completed
VLANS for Upgraded Wifi and Security Cameras at Public Works	In Progress	Part of a capital project for upgrades to the facility.	Mar 2025	
MIP – Process Improvements	In Progress		Ongoing	
MIP-Reg Qtrly Email Phishing Trng	Ongoing	Usually occurs 1 st month of a new quarter	Ongoing	
MIP-Westcom support – Fiber Ring Project	In Progress	Need to complete connection to Windsor Heights	Nov 2024	
MIP-Computer Replacements: Fire and Police	In Progress		Nov 2024	
MIP-Lucity asset management implementation: Parks	In Progress		Nov 2024	
MIP-Voice to Cloud implementation w/ RingCentral	In Progress	Migration from on-premise Mitel system	Nov 2024	
MIP-GIS Dept Future Planning	Not Started		Dec 2024	
MIP-Annual Security Penetration Testing	Not Started		Jan 2025	
MIP-Disaster Recovery/Business Continuity of Operations Framework Documentation	Not Started		Jan 2025	
MIP-Backup Data Center Implementation	In Progress	DRaaS project	Dec 2024	
MIP-PW Facility WiFi network improvements	Not Started		Jan 2025	
MIP-Technology Subject Matter Experts (SME) Development	Not Started	Identify and document SME for various technology systems	Feb 2025	
MIP-GeoHub/Map Center Centralization	Not Started	Includes decommission of IMAP system	Mar 2025	
MIP-Assist w/ Library Circulation System to the Cloud	Not Started	Subject to FY25/26 funding approval in Mar 2025	Mar 2025	

Assistant City Manager and Tech Services Monthly Report

MIP-GIS System Upgrade	Not Started	Includes a rebuild of integration of on-premises and cloud interconnections	May 2025	
MIP-Breach Reporting and Incident Response Updates	Not Started	Annual review and update of Incident Response Plan documentation	Jun 2025	

Metric #1 – Limit average outstanding Helpdesk tickets with medium or higher priority to 5 or less

- Average medium or higher outstanding tickets since the start of the fiscal year: **0.01%**

Metric #2 – Limit unplanned network interruptions to less than 0.5% of operations.

- Percentage of unplanned interruption since the start of the fiscal year: **0.01%**

Metric #3 – Limit professional fee costs to 5% of the department budget or less.

- Percentage of professional fee costs since the start of the fiscal year: **1.11%**

2023-2024 Miscellaneous Technology Services Project Status

Project	Status	Notes	Due	Completed
Server Operating System Upgrades/ Maintenance	In Progress	Preemption, Sharefile, OOS, & Access Control svrs to Server 2022 as opportunity arises.	Ongoing	
Additional cancellation of old copper analog POTS lines	In Progress		Ongoing	
Migration of City Hall staff to new network switch stack	In Progress	This also includes moving this staff to a new subnet architecture begun with the new CPSC facility.	Ongoing	
Assist CommDev with Citizen Serve project	In Progress		TBD	
Assist Public Works with Citizen Serve project	In Progress		TBD	
Preparation of Harbach Center spaces for staff relocation	In Progress	Network switch replacement to increase port capacity	Dec 2024	
Preparation of Tech Services temporary move to CPSC	In Progress	Storage space identified at CPSC to move Tech storage to CPSC	Dec 2024	

Conferences, Training, Meetings, & Other

- Dennis Harken attended the virtual webinar **CentralSquare Enterprise Suite** on September 17th.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 24, 2024

RE: Administrative Services Monthly Report - September 2024

SYNOPSIS:

Please see the attached monthly report and supplemental documentation.

Attachments:

1. 9-Monthly Report September 2024
2. Admin Report Materials.9.24

MEMO

To: Mayor Edwards and Council Members
From: Elizabeth Hansen, Director of Administrative Services
Date: October 17, 2024
Re: Monthly Report – September 2024

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

- A. To date, 6,934 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 2,850 have selected the electronic billing feature. All utility customers have XBP accounts and 41% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more. See specific marketing efforts below.
- B. 339 utility bill reminders were sent, and 27 customers were scheduled to be shut off.
- C. 22 work orders were processed – 10 for new construction and 12 for other work.
- D. 90 warning tags were delivered/service shut offs for non-payment.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	1	
Noise Permits	0	
Solicitor Permits	1	
Open Records Requests	6	
Pet Licenses	28	\$402.00
Parking Tickets	3	\$70.00
Yard Waste Stickers	0	\$0
Miscellaneous Waste Stickers	149	\$509.00

Commerce Bank Revenue Share Amount:

We received the August revenue share report. The City received \$52.44. This amount is going down due to the ACH pay program we are encouraging our vendors to use.

Income Offset Program (IOP) – We did not receive any funds from the State of Iowa IOP in September.

Human Resources:

- A. Recruitments – During September, the NeoGov Insight/OHC system was used for a Police Officer and a Part-time Library Assistant. Below are the hiring and promotions for calendar years 2017 to the present:

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Full Time	12	22	14	15	16	15	9	4
Part-Time	17	7	22	10	1	7	9	7
Seasonal	160	159	132	130	73	130	151	133
Promotional	6	15	7	8	7	4	4	3

- B. Separations –

	As of August 1, 2024 – July 31, 2025
Fire	1 PT - Other employment
Police	1 FT - Other employment
Public Works	1 FT - Other employment
Library	1 PT- Family, 1 FT Retirement
Parks	
Recreation	
Administration	1 FT – Retirement, 1 FT Other Employment

- C. Staff Events – HR Road Show.

Departmental Projects – Strategic Planning:

Not Started **In Progress** **Completed**

City Clerk Division

2025 Partial Special Census - Since August 2023, staff has been taking the initial steps to conduct a partial special census in April of 2025, that will capture the exponential growth in the Northwest developments of the City. The proposed Memorandum of Agreement has now been approved by Council and the initial cost estimate of \$391,208.00 has been paid to the Census Bureau. Staff is estimating that we will see an increase in our annual revenues of approximately \$218,944.00, thus recouping the cost of the census in just under 2 years.

Finance Division

New Utility Billing Rate Structure and Process Improvements –Commercial ERUs were updated and were also part of the June 2024 utility billing. During the implementation of the commercial ERU's staff noticed some irregularities in some of the accounts and have rectified those with the customers affected. Staff will continue to audit and update as needed once the new ERU Policy is completed and approved by the City Council.

Utility Billing Payment Options –The city currently uses Express Bill Pay receipting utility revenue. The staff has expressed some frustration with the program and seeks a possible alternative. The list of possible replacements has already been narrowed down to four including Xpress Bill Pay to remain as our partner. Staff will proceed with demos in the coming months and would like to have a resolution before the end of the year.



Electronic Utility Bills Policy Discussion - This initiative will be further explored once the Utility Billing Payment Options have been completed.

Financial Audit FY 23-24 - Virtual fieldwork for the annual financial audit for the year ending 6/30/24 began the week of September 2 with Eide Bailly. A presentation of the audit and Council approval of the report will be on November 14, 2024.

FY 2025/2026 Budget – Staff kicked off the budget process in September and the first Budget Workshop is scheduled to occur in February 2025.

2024B/2025A Bond Sales - Staff met with PFM for the sale of bonds to fund the capital improvement projects for the 2024/25 construction season. We held our rating call this year with S&P and they determined a rate increase to AAA! The 2024B bonds are scheduled to be sold in November.

Capital Improvement Plan Update – The 2025-2029 CIP is underway with the finance team already meeting individually with project managers and overview meeting with all project managers and City Manager McQuillen. Staff will continue developing the 2025-2029 CIP with the City Council presentation in November.

Human Resources Division

City Government at Build-Out Staffing Levels: Research, Comparative Analysis, Report with Findings, Options, Direction, and City Action Plan - The first step is to identify the proposed comparison cities, which was approved by the Council Personnel Committee in February 2024. Next, staff will send the communities a request for data. A draft report will be developed and presented to the Personnel Committee in the fall.

City Training 24-25 Plan Development and Implementation – The human resources staff's goal is to coordinate a 12-month employee training and development plan. To meet the needs of the departments, in addition to staying compliant with state and federal law. The need for training was highlighted through employee surveys and Focus Group trends. Many employees are in new roles throughout the organization, and we are trying to get them the tools they need to succeed.

Citywide and Quarterly Supervisory Training - Staff is planning the fall training on October 30, November 4, and November 6 for all employees, supervisors, and managers. The focus this quarter is on Bullying, Harassment, and also the Performance Check-In.

Safety Training Program and Safety Committee Development with Incident Review – Four areas to be addressed by the Safety Committee are the organization-wide safety manual, electronic Safety Data Sheets, incident review, and a coordinated safety training program. Staff will be reviewing the Safety Committee's mission statement before meeting again.

Employee Handbook Annual Update – Staff is continually reviewing policies to keep current and in compliance. Notes are made throughout the year and presented as updates each spring, which then is brought to the Council in June. As is the traditional process, changes will be reviewed by the Council Personnel Committee, Executive Team, and Employee Benefits Committee before they are presented for City Council approval.



Employee Benefits and Safety Fair: Conduct December 4th - The third annual Clive Employee Benefits and Safety Fair is being planned at the Clive Public Safety Center on Wednesday, December 4, 2024. Approximately twelve different vendors were invited to participate by setting up a booth and engaging our employees. We have been averaging about 30% of our workforce in attendance each year.

Performance Evaluation Process Adjustments – Mid-Year Check-Ins will be completed in December; journal entries are encouraged throughout the year and staff is preparing to provide training on the 2025 performance evaluation process in late March and early April.

Onboarding Seasonal Employees Process Improvements – HR and Payroll staff met to review all of the issues with Onboarding Seasonal employees from the past couple of years. A proposed task and timeline is being drafted and will be reviewed by both the Administrative Services Department and Leisure Services Department and a meeting will follow to discuss the tasks and responsibilities so that change and improvements can be made to the process.

Employee Committee Reorganization – Staff will review all of the mission statements and roles and responsibilities of all employee committees and prepare a recommendation for the City Manager and Council Personnel Committee to consider.

Cross-training UB/Deputy City Clerk/Comm Dev Front Desk – With the lower half of the City Hall Remodel Project placed into Phase II for construction in 2026, the cross-training of duties will be postponed as well.

Transition from TrueNorth to IGHCP – Staff is working with IGHCP to transition from TrueNorth and Workforce Junction to IGHCP “The Trust” and Employee Navigator. We have also been working with The Trust to make improvements to the employee benefit Guidebook. We have also scheduled Flex Savings Account Open Enrollment meetings for staff in November and preparing for that transition from Midwest Benefit to EBS.



**Council Fiscal YTD Revenue Report
September 2024**

Account Number	Account Title	2023-24 Pri Year Actual	2024-25 Approved Budget	Cur YTD Actual	Current YTD Uncollected Revenues	Budget % Collected
001-4000-0-0000-00	NON-PROGRAM GENERAL REVENUE	20,176,200	20,763,181	1,872,986	18,890,195	9.02%
001-4110-0-0000-00	POLICE DEPARTMENT	62,146	82,000	10,637	71,363	12.97%
001-4150-0-0000-00	FIRE PROTECTION	43,405	9,500	2,600	6,900	27.37%
001-4160-0-0000-00	RESCUE DEPARTMENT	747,854	650,500	146,460	504,040	22.52%
001-4190-0-0000-00	ANIMAL CONTROL	19,416	18,000	2,246	15,754	12.48%
001-4210-0-0000-00	ROADWAY MAINTENANCE	29,318	36,000	5,223	30,777	14.51%
001-4290-0-0000-00	SOLID WASTE COLLECT & DISPOSAL	1,200,373	1,193,682	301,220	892,462	25.23%
001-4410-0-0000-00	LIBRARY SERVICES	42,254	46,872	2,908	43,964	6.20%
001-4430-0-0000-00	PARKS & PLAYGROUNDS	30,836	42,000	8,835	33,165	21.04%
001-4440-0-0000-00	RECREATION	459,988	430,500	188,165	242,335	43.71%
001-4470-0-0000-00	PUBLIC ART PROGRAM	0	0	4,000	-4,000	0.00%
001-4499-0-0000-00	SWIMMING POOLS	689,773	737,700	166,545	571,155	22.58%
001-4530-0-0000-00	BUILDING & HOUSING SAFETY	70,297	100,000	12,676	87,324	12.68%
001-4540-0-0000-00	PLANNING & ZONING	620,645	348,500	170,233	178,267	48.85%
	GENERAL FUND	24,192,505	24,458,435	2,894,734	21,563,701	11.84%
					0	
110-4210-0-0000-00	ROADWAY MAINTENANCE	2,627,800	2,745,992	702,501	2,043,491	25.58%
					0	
121-4699-0-0000-00	LOSST	4,090,085	3,700,000	1,074,572	2,625,428	29.04%
					0	
600-4810-0-0000-00	WATER	6,674,868	5,747,014	2,074,594	3,672,420	36.10%
610-4815-0-0000-00	SANITARY SEWERS	3,923,205	3,741,388	1,054,107	2,687,281	28.17%
740-4865-0-0000-00	STORM SEWERS	1,794,659	1,931,970	456,021	1,475,949	23.60%
810-4930-0-0000-00	INTERNAL SERVICE-CAP EQUIP REP	1,613,872	1,532,060	122,772	1,409,288	8.01%
					0	
		44,916,992	43,856,859	8,379,302	35,477,557	19.11%

**Council Fiscal YTD Expense Report
September 2024**

Account Number	Account Title	2023-24 Pri Year Actual	2024-25 Approved Budget	Cur YTD Actual	Current YTD Unexpended	Budget % Used
001-5110-0000	POLICE DEPARTMENT	4,205,425	4,517,826	1,057,956	3,459,870	23.42%
001-5150-0000	FIRE PROTECTION	2,367,365	2,499,994	212,221	2,287,773	8.49%
001-5160-0000	RESCUE DEPARTMENT	1,964,011	2,180,152	535,936	1,644,216	24.58%
001-5180-0000	DISASTER CONTROL DEPARTMENT	12,392	16,515	72	16,443	0.44%
001-5190-0000	ANIMAL CONTROL	23,025	20,000	16,468	3,532	82.34%
001-5210-0000	PUBLIC WORKS ADMINISTRATION	633,792	652,699	147,199	505,500	22.55%
001-5230-0000	STREET LIGHTING	118,659	224,000	41,817	182,183	18.67%
001-5240-0000	TRAFFIC SAFETY DEPARTMENT	161,350	252,083	33,012	219,071	13.10%
001-5260-0000	ENGINEERING	917,061	985,015	239,785	745,230	24.34%
001-5290-0000	SOLID WASTE COLLECT & DISPOSAL	1,225,331	1,175,575	292,679	882,896	24.90%
001-5350-0000	MOSQUITO CONTROL DEPARTMENT	11,030	14,330	4,920	9,410	34.34%
001-5399-0000	WELLNESS PROGRAM	16,704	23,250	840	22,410	3.61%
001-5410-0000	LIBRARY SERVICES	1,008,143	1,085,025	252,027	832,998	23.23%
001-5420-0000	MUSEUMS & CENTERS	579,067	624,349	222,856	401,492	35.69%
001-5430-0000	PARKS & PLAYGROUNDS	1,576,640	1,749,392	444,836	1,304,556	25.43%
001-5440-0000	RECREATION	852,042	849,842	274,865	574,977	32.34%
001-5460-0000	RECREATION	149,307	286,728	42,085	244,643	14.68%
001-5470-0000	PUBLIC ART PROGRAM	9,251	-	2,879	-2,879	#DIV/0!
001-5499-0000	SWIMMING POOLS	816,930	852,007	452,412	399,595	53.10%
001-5530-0000	BUILDING & HOUSING SAFETY	340,263	395,075	82,137	312,938	20.79%
001-5540-0000	PLANNING & ZONING	535,838	607,009	147,338	459,671	24.27%
001-5550-0000	CODE ENFORCEMENT	104,566	112,118	25,819	86,299	23.03%
001-5609-0000	LEGISLATIVE (COUNCIL & MAYOR)	73,320	86,331	29,059	57,272	33.66%
001-5610-0000	EXEC. & ADM. (MGR, ASST MGR)	527,068	609,252	145,301	463,951	23.85%
001-5615-0000	HUMAN RESOURCES	386,373	405,938	140,502	265,436	34.61%
001-5620-0000	FINANCIAL ADMINISTRATION	3,258,112	3,149,083	196,311	2,952,772	6.23%
001-5630-0000	ELECTIONS	6,805	-	-	0	0.00%
001-5640-0000	LEGAL SERVICES	70,783	60,000	22,547	37,454	37.58%
001-5650-0000	CITY HALL	418,148	516,349	92,768	423,581	17.97%
001-5651-0000	MISCELLANEOUS UNALLOCATED	60,925	77,250	9,416	67,834	12.19%
001-5698-0000	IT	813,756	995,653	297,563	698,090	29.89%
001-5699-0000	PERS SERV. (CIVIL SERVICE)	-	-	-	0	0.00%
	GENERAL FUND	23,243,480	25,022,840	5,463,625	19,559,214	21.83%
					0	
110-5210-0000	ROADWAY MAINTENANCE	2,644,956	2,973,769	498,945	2,474,824	16.78%
					0	
121-5699-0000	LOCAL OPTION SALES/SERVICE TAX	3,765,567	3,950,000	-	3,950,000	0.00%
					0	
600-5810-0000	WATER	6,305,324	6,220,676	1,197,426	5,023,250	19.25%
610-5815-0000	SANITARY SEWERS	2,889,310	4,402,245	761,905	3,640,340	17.31%
740-5865-0000	STORM SEWERS	1,612,575	1,921,585	291,018	1,630,567	15.14%
810-5910-0000	INTERNAL SERVICE-CAPITAL EQUIP	2,012,798	2,000,000	1,227,952	772,048	61.40%
					0	
		42,474,009	46,491,115	9,440,872	37,050,243	20.31%

RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY24/25

Month of: **September 2024**

Aged trial balance- Report Date: 8/31/2024 \$ 74,994.21

BILLINGS

Billings for the month of: AUGUST \$ 1,344,362.72

Billings for the month of: SEPTEMBER \$1,351,877.49

Total billings for the months of August and September (includes penalties and finals) \$ 2,696,240.21

TOTAL BILLINGS \$ 2,771,234.42

LESS COLLECTIONS

Revenues collected for the month of: SEPTEMBER \$1,307,745.69
(Includes final bill payments, County Treasurer payments, etc.)

Council Write-Offs \$0.00

City Accounts- write-off/adjustments \$0.00

Deposit amounts applied \$2,486.19

Payment adjustments \$0.00

TOTAL COLLECTIONS \$ 1,310,231.88

SUB TOTAL \$ 1,461,002.54

Aging report balance for: 9/30/2024 \$ 1,292,454.33

Aging report (09/30/2024) for accounts 30 days or more past due \$ 98,788.61

Prepared by: Maritza Alarcon, Utility Billing Department, 10/04/2024



Memo

TO: Mayor and Council members

FROM:

DATE: October 24, 2024

RE: Community Development Monthly Report - September 2024

SYNOPSIS:

Attachments:

1. Com Dev Report - 09-2024

MEMO

To: Honorable Mayor and City Council

From: Doug Ollendike, Community Development Director

Date: October 24, 2024

Re: Community Development Monthly Report

Building Services Division

11 new single-family homes were permitted in September with a total valuation of \$5,119,704. A total of 50 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

7Brew Coffee Shop, located at 15610 Hickman RD, has been delayed with installing the north drive through lane due to private utilities being in the way. To date, the remaining concrete work has been poured and the contractor is waiting for sod and landscaping to finish up. A temporary CO has been issued to allow the business to open with an agreement to complete in place for finishing the remaining items.

The site work at Living Faith Church located at 2180 NW 142nd ST is almost wrapped up. They are working through a few storm water issues and should get everything seeded soon. A temporary CO has been issued for this phase of construction.

Amare Vita/MavenCrux is in the final stages with the development work. All residential structures and the clubhouse have been permitted. The majority of the homes are in the final stages of construction and the clubhouse has been issued its final CO.

Vision Electrical and Plumbing's renovations at 2163 NW 111th ST is needing a final inspection and they will be wrapped up with this project.

A building permit has been issued for 12931 University Ave. for a new hair salon. Ground work plumbing work has started.

An interior demolition permit has been issued for Krispy Kreme due to a recent fire. Building permits will be issued after plan review is completed.

Painted Tree Boutiques, a new tenant, located at 11101 University Ave. has been issued a building permit to construct interior walls and install new interior finishes.

The Emerald Isle townhome project has been issued a foundation permit for the second building of six units; interior finishing progress is being made on the first building. The street work is scheduled to be completed within the next few weeks.

The permit has been issued for “The McCoy” apartments located at 11040 Hickman RD for the interior bathroom and kitchenette remodel work. Some of the single unit apartments have been inspected on the main level; however, not all units are completed yet.

Kwik Star, located at 16050 Hickman RD has been issued a temporary CO; some corrections to site work is to be completed.

Staff are in the process of reviewing remodel plans for the Genesis Health Club facility located at 10930 Hickman RD. Due to limited funding, this project has scaled back and will be limited to some interior paint, flooring replacements and LED lighting upgrades.

The building permit has been issued for an outpatient surgery center located at 12107 Stratford DR; the framing inspection has been completed. Drywall work and other interior finishes are underway.

The Rack billiard hall is in the finishing stages of construction and will be issuing a CO soon.

The building permit for the new Tasty Taco site at 2249 NW 86th ST has been issued. They are currently working on exterior finishes to include siding, roofing and parking lot repairs. Interior rough in work is also in progress.

Escapeology, located at 8801 University AVE, has completed the framing & rough-in inspection; a final inspection is expected soon.

The building permit has been issued for the new office building located at 2640 Berkshire PKWY; footing & foundation inspections have been completed.

An addition permit has been issued for the expansion of Edward Jones at 1100 73rd ST. Footing work has started.

Staff is working on plan review for an addition and large interior remodel located at 12605 Woodlands Parkway.

Planning Services Division

The 86th Street Neighborhoods Plan was approved by Council on September 9, 2022. Staff are working on implementation.

The first amendment to the development agreement for the Emerald Isle Townhome development has been approved by Council and the revised site plan/preliminary plat has been administratively approved by staff. The developer has commenced grading and construction activities.

Silver Star car wash has submitted a preliminary plat, site plan, and public improvement construction drawings for the recently rezoned properties generally located at NW 156th ST, Hickman RD, and Emerald Isle DR. The preliminary plat was approved by Council on April 11, 2024, and site plan was approved by Council on May 23, 2024. Construction drawings were conditionally approved subject to acquisition of additional temporary construction easements and approval of an agreement including the cost-share with the City.

The Rack Billiards Club, LLC submitted applications for preliminary plat, plat of survey, and final plat to separate the north building (formerly Joanns) at University Park Shopping Center. The

preliminary plat was approved at the January 11, 2024, Council meeting and staff administratively approved the plat of survey on January 18, 2024. Staff is awaiting receipt of final legal documents to release the Final Plat for recording.

Buyers Realty has submitted a preliminary plat to create an additional lot at Westridge Shopping Center. Staff is working with the applicant regarding parking requirements before the preliminary plat can advance through the approval process.

Buyers Realty has submitted a site plan amendment for 10001 University Ave. The project will add a drive through and parking addition. The intent is to split the building into two tenant spaces.

Leaders Realty has submitted a site plan/preliminary plat for 15935 Hickman Road, the undeveloped property remaining between Fareway and Life Church. The site plan/preliminary plat would create 2 lots and an outlot for stormwater management.

Staff has submitted a request to Norfolk Southern for an abandoned track right-of-way, which will allow Norfolk Southern to determine if the property is eligible to be sold or otherwise conveyed to the City or adjacent property owners. The request includes the remaining parcels owned by Norfolk Southern that do not include any railroad infrastructure, which are generally located between NW 100th ST and NW 114th ST. Staff are awaiting a response from Norfolk Southern.



1900 NW 114th ST
Clive, IA 50325
(515) 223-6221
www.cityofclive.com

	Sep-23	Sep-24	YTD Total	Sep-24	YTD Total
Building Permit - New Single Family	9	11	86	\$5,119,704	\$45,837,456
Building Permit - New Townhome	0	0	12	\$0	\$4,342,899
Building Permit - New Condominium	0	0	0	\$0	\$0
Building Permit - Residential Additions	1	8	27	\$416,224	\$1,676,365
Building Permit - Residential Remodel	0	0	15	\$0	\$404,456
Building Permit - New Commercial	2	0	3	\$0	\$3,738,481
Building Permit - Commercial Additions	0	1	1	\$670,366	\$670,366
Building Permit - Commercial Remodel	3	2	23	\$881,451	\$5,625,690
FYTD TOTALS					
Building Permit - New Single Family	24	23		\$10,517,823	
Building Permit - New Townhome	0	0		\$0	
Building Permit - New Condominium	0	0		\$0	
Building Permit - Residential Additions	4	15		\$767,734	
Building Permit - Residential Remodel	2	3		\$35,695	
Building Permit - New Commercial	2	2		\$2,221,113	
Building Permit - Commercial Additions	0	1		\$670,366	
Building Permit - Commercial Remodel	10	9		\$2,851,033	



1900 NW 114th ST
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NEW SINGLE FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
09/06/2024	18218	ALDERLEAF DR	Covenant Construction Services, LLC	\$599,989	SHADOW CREEK WEST
09/16/2024	18273	ALDERLEAF DR	Black Birch Homes	\$621,335	SHADOW CREEK WEST
09/18/2024	18284	BAXTER PL	Grace Allen Homes, Inc.	\$547,349	SHADOW CREEK WEST
09/19/2024	18270	BAXTER PL	Eagle Homes/ Five Seven Enterprises	\$522,340	SHADOW CREEK WEST
09/24/2024	18338	ALPINE DR	Greenland Homes, Inc.	\$297,649	SHADOW CREEK PLAT 09
09/27/2024	17583	HAMMONTREE DR	Elevated Builders, LLC	\$410,219	SHADOW CREEK PLAT 07
09/27/2024	17621	HAMMONTREE DR	Elevated Builders, LLC	\$489,783	SHADOW CREEK PLAT 07
09/27/2024	3983	177TH CT	GCC Construction, LLC	\$576,021	SHADOW CREEK PLAT 05
09/27/2024	4376	WESTGATE PKWY	Greenland Homes IA INC	\$318,437	SHADOW CREEK PLAT 10
09/27/2024	18026	ALPINE DR	Greenland Homes IA INC	\$261,829	SHADOW CREEK PLAT 10
09/27/2024	18001	TOWNSEND DR	DB Homes	\$474,751	SHADOW CREEK PLAT 08

TOTAL \$5,119,704
YTD CALENDAR \$45,837,455
YTD FISCAL \$10,517,823

NEW TOWNHOME

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
				TOTAL	\$0
				YTD CALENDAR	\$4,342,899
				YTD FISCAL	\$0

NEW CONDOMINIUM/MULTI-FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
				TOTAL	\$0
				YTD CALENDAR	\$0
				YTD FISCAL	\$0

RESIDENTIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
09/05/2024	15554	ROCKLYN PL	Harless Construction	\$31,920	Basement Finish
09/05/2024	15536	ROCKLYN PL	Harless Construction	\$31,920	Basement Finish
09/05/2024	15540	ROCKLYN PL	Harless Construction	\$31,920	Basement Finish
09/05/2024	15562	ROCKLYN PL	Harless Construction	\$31,920	Basement Finish
09/05/2024	15588	ROCKLYN PL	Harless Construction	\$31,920	Basement Finish
09/05/2024	15570	ROCKLYN PL	Harless Construction	\$31,920	Basement Finish
09/16/2024	16556	MAPLE ST	Rowland Construction Company	\$175,122	Room Addition
09/25/2024	16500	OAKBROOK DR	Better Builders	\$49,582	Covered Deck

TOTAL \$416,224
YTD CALENDAR \$1,676,365
YTD FISCAL \$767,734

RESIDENTIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
				TOTAL	\$0
				YTD CALENDAR	\$404,456
				YTD FISCAL	\$35,695



1900 NW 114th ST
Clive, IA 50325
(515) 223-6221
www.cityofclive.com

September 2024
COMMERCIAL PERMIT ACTIVITY

NEW COMMERCIAL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
				TOTAL	\$0
				YTD CALENDAR	\$3,738,481
				YTD FISCAL	\$2,221,113

COMMERCIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
09/19/2024	1100	73RD ST	Ball Team, LLC	\$670,366	Addition for office
				TOTAL	\$670,366
				YTD CALENDAR	\$670,366
				YTD FISCAL	\$670,366

COMMERCIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
09/24/2024	15500	HICKMAN RD	NFM	\$31,451	Remodel for offices
09/25/2024	11101	UNIVERSITY AVE	Presto Construction	\$850,000	Add partitons for offices
				TOTAL	\$881,451
				YTD CALENDAR	\$5,625,690
				YTD FISCAL	\$2,851,033

Code Enforcement Activity Report for September 2024

Violation Activity

- Investigated 46 new violations
 - 16 violations initiated through proactive enforcement of common code violations
 - 30 violations initiated through complaints of common code violations
 - 2 violation was abated by the City
- Investigations conducted
 - 46 initial inspections for common code violations
 - 32 follow up inspections
 - 78 total inspections
- September voluntary compliance rate was 96%
- Pulled 19 illegal signs from the City Right Of Way
- September Case Breakdown

5-6-2(1(H)): Dense Overgrowth	-1
5-6-2(1(I)): Grass and Weeds	-13
5-6-2(1(K)): Junk	-5
5-6-4: Household Goods and Machinery	-2
6-4-3(A4): Prohibited Parking On Or Across Sidewalk	-1
7-1-11: Use of Parkings	-2
7-2-2: Duty of Abutting Property Owners	-1
7-5-5: Overhanging Trees	-5
8-4-5(B): Prohibited Acts: Illicit Discharge	-1
8-5-3: Sanitary Disposal Required	-1
8-5-6: Yard Waste	-3
10-11-1: Erosion Control	-5
11-12-20(2): Commercial Temporary Signs	-3
11-12-22: Signs On Public Property	-3

Other Activities

- Continued work on priority issues
 - Continued to grow sidewalk repair program contractor list
 - Continued work on the 2024 Alice's Road Demolition Project
 - Educating violators with personal contact by phone and in person
 - Work with other departments as often as possible to strengthen relationships
 - Continued to look for opportunities to fine tune the Code Enforcement process



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 24, 2024

RE: Leisure Services Monthly Report - September 2024

SYNOPSIS:

September 2024 report for Leisure Services

Attachments:

1. City Council Report - September 2024

Leisure Services Department

September 2024 Report



Wini Moranville Program

If Wini Moranville sounds familiar, this local dining scene expert wrote for The Des Moines Register for 15 years. With her new book, *Love Is My Favorite Flavor*, Wini visited the Clive Public Library on Saturday, September 21. Wini invited attendees to reminisce about the sticky buns at the Younkers Tea Room as she read from excerpts of her book, and guests even got to have a sticky bun donated by The Bake Shoppe. The library had 46 adults in attendance, most new to the library.



Association for Rural & Small Libraries

Adult Services Librarian Teri Nelson attended the Association for Rural & Small Libraries 2024 conference in September and reported that it was an exceptional experience. The schedule was loaded with relevant sessions, and Teri returned with practical advice and creative ideas to translate for the Clive Public Library. Highlights of the event were classes on the management of libraries and retention of employees, innovative fundraising and programming ideas, and specific courses on serving an aging population. Emily Nagoski, author of the book *Burnout*, was particularly memorable and provided scientific information on self-care in stressful situations.

Association for Library Services to Children

This past month, Children's Librarian Dee Shalon-Deur attended the Association for Library Service to Children Institute conference. Dee attended sessions ranging from book challenges, display creation, new programming ideas, supporting kids with dyslexia, and learning about resources to help our immigrant and refugee families. "Two ideas I hope to be able to implement in the next year: I was inspired by the conference to start a nature program and investigate a new resource for discount books for summer reading." Dee now can watch recordings of the sessions she was unable to attend. Dee was able to hear from authors Kwame Mbalia (Tristan Strong), Amina Luqman-Dawson (Newberry Winner, *Free Water*), & Malia Maunakea (Lei and the Legends) and learn about their backgrounds and why they like to write for children. "This was truly one of the best conferences I have been to. Thank you for supporting our professional development at the library. "



Library Signage Upgrade

We heard from our patrons during our strategic planning that they wanted the library to be easier to "shop".

We have started the process of adding wayfinding signs around the library. As you stop in you will start seeing these popping up to help direct library patrons to find their next great read!

Food Truck Friday Season Concludes

Our final two events of the 2024 season were held on September 6 and 13. Excellent fall crowds attended both events as we hosted The Dick Danger Band and Brother Trucker, a new music act to our lineup.

Cirksena Park Progress

Sod was laid on the great lawn area in mid-September. The Parks Team spent considerable time watering this new sod and establishing growth. Construction crews will continue refining the bio cell areas to alleviate the water ponding in these wetlands. We are hopeful for a November 1 completion date and a spring 2025 dedication and ribbon cutting.



Cub Scout Pack #179 Volunteering

Webelos Den, Cub Scout Pack # 179 and family members volunteered approximately 25 hours to plant 25 native trees and shrubs, and 60 perennial grasses and forbs near the Indian Hills new pedestrian bridge and trail between 96th Street and 97th Street. Parks staff also spent 220 hours spraying invasive weeds in preparation for native grass and forb seeding. This project also included staff planting over 100 native trees and shrubs between 100th Street and Lincoln Ave.

Walnut Creek Restoration Work

The Natural Resource team has begun work removing invasive species such as multiflora rose and honeysuckle to prepare for the Little Walnut Creek Restoration project that will be occurring west of Alice's Road. Most of the work was done on the north side of the creek between Warrior Lane and Westgate Parkway. The invasives were treated with a systemic broadleaf herbicide and will be forestry mulched once die back occurs.

Memorial Bench

As part of our memorial bench program, the facilities crew worked on a memorial bench located south of the 93rd and Lincoln Ave. trail finger. Staff cleaned the area of invasive honeysuckle and poison ivy and graded the area in preparation concrete pad and sidewalk extension to trail.



Volunteer Hours

Leisure Services hosted no significant volunteering projects in the month of September.

2024-25 Policy Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
Greenbelt Landing Project: Bid and Construction	CC Decision: All Construction Bids Approval	Sep-24	Sep-24	LS	Done
	Army Corps Permit and EPA NEPA Approvals	Sep-24	Oct-24	LS	In Progress
	Groundbreaking Ceremony	Oct-24	Oct-24	LS	In Progress
	Kickoff small donation campaign	Oct-24	Oct-24	LS	In Progress
	Construction starts	Oct-24	Oct-24	LS	In Progress
	Substantial construction complete	Jul-25	Jul-25	LS	Not Started
	Clive Festival	Jul-25	Jul-25	LS	Not Started
	Construction complete	Oct-25	Oct-25	LS	Not Started
	Development of Programming for New GB Landing	Aug-25	Aug-25	LS	Not Started

2024-25 Policy Agenda Actions: High Priority

Target	Milestones	Orig	Rev	Lead	Status
Leisure Services Sign-Up System: Direction, Funding and Implementation	Recommence research on possible platforms	Oct-24	Oct-24	ACM/LS	In Progress
	Identify the preferred platform	Nov-24	Nov-24	ACM/LS	Not Started
	Prepare request for FY 25-26 Budget	Dec-24	Dec-24	ACM/LS	Not Started
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM/LS	Not Started
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM/LS	Not Started
	Platform purchase	Jul-25	Jul-25	ACM/LS	Not Started
	Project kickoff	Aug-25	Aug-25	ACM/LS	Not Started
	Implementation completed	Mar-26	Mar-26	ACM/LS	Not Started

2024-25 Policy Agenda Actions: Moderate Priority

Target	Milestones	Orig	Rev	Lead	Status
82nd Trail Connection - Land Acquisition, Design and Funding	Develop high level trail alignment concept	Oct-24	Oct-24	LS	In Progress
	CC Presentation: Trail Concept	Oct-24	Nov-24	LS	In Progress
	CC Decision/Funding: Request Funding for Trail Design	Dec-24	Dec-24	LS	Not Started
	Begin Trail design, either in-house or consultant	Jan-25	Jan-25	LS	Not Started
	Design - 50% Complete	Aug-25	Aug-25	LS	Not Started
	Design - 100% complete	Sep-25	Sep-25	LS	Not Started
	Trail Construction Funding: CIP Request	Nov-25	Nov-25	LS	Not Started

2024-25 Policy Agenda Actions: Low Priority

Target	Milestones	Orig	Rev	Lead	Status
Publicly Owned Pond Maintenance - Shadow Creek and Others: Neighborhood Expectations and Engagement	Prepare plan/report for the neighborhood meeting	Sep-24	Sep-24	LS	Done
	Meeting w/ Shadow Creek Pond residents	Sep-24	Sep-24	LS	Done
	Prepare policy statement on pond management	Nov-24	Nov-24	LS	In Progress
	CC Decision: Policy Statement for Adoption	Dec-24	Dec-24	LS	Not Started
	Funding: Prepare funding request for aeration (if need)	Dec-24	Dec-24	LS	Not Started
	Budget Workshop: FY 25-26 Budget Direction	Feb-25	Feb-25	LS	Not Started
	Prepare pond mgmt plan covering all city ponds	Apr-25	Apr-25	LS	Not Started
	CC Decision: FY 25/26 Budget Approval	Apr-25	Apr-25	LS	Not Started
	Communicate mgmt plan to all adjacent property own	May-25	May-25	LS	Not Started
Dog Park: Concept, Best Practices, Options, Locations, Direction and Funding	Report on best practices	Nov-24	Nov-24	LS	Not Started
	Develop a program and concept for a Clive dog park	Feb-25	Feb-25	LS	Not Started
	Identify potential locations for dog park (3)	Apr-25	Apr-25	LS	Not Started
	Develop cost estimates for each potential location (3)	Jun-25	Jun-25	LS	Not Started
	CC Presentation/Direction: Dog Park Concepts	Aug-25	Aug-25	LS	Not Started
Greenbelt Strategic Land Acquisition: Direction and Funding	Develop document of potential land acquisitions	Apr-25	Apr-25	LS	Not Started
	Prioritize highest priority targets for acquisitions	Jun-25	Jun-25	LS	Not Started
	Apply for REAP grant	Aug-25	Aug-25	LS	Not Started
	CC Presentation/Report: Broad Plan and Future Steps	Aug-25	Aug-25	LS	Not Started
	Begin first acquisitions	Oct-25	Oct-25	LS	Not Started
	First Acquisitions completed	Mar-26	Mar-26	LS	Not Started

2024-25 Management Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
City-Owned Flood Buyout Property - Short-Term Re-Use Strategy for Temporary Park	Survey of potential park uses	Sep-24	Sep-24	LS	Done
	Prepare conceptual plan for temporary park uses	Dec-24	Dec-24	LS	In Progress
	Present conceptual uses to Parks, Rec, Art Board	Jan-25	Jan-25	LS	Not Started
	CC Presentation/Decision: Park Conceptual Plan	Jan-25	Jan-25	LS	Not Started
	Completion of first phase of improvements	Jun-25	Jun-25	LS	Not Started
	Completion of second phase of improvements	TBD	TBD	LS	Not Started

Linnan Park A) Park Redevelopment B) Harbach Blvd - Phase 2 Concepts C) Stormwater Plan	A. Amenity survey for playground, shelter, spray	Sep-24	Sep-24	LS	Done
	A. CC Presentation: Survey Results of concepts	Oct-24	Oct-24	LS	Done
	A. Public Meeting on updated concepts, Harbach	Oct-24	Oct-24	LS	In Progress
	A. 50% Design reviewed by staff	Nov-24	Nov-24	LS	In Progress
	A. 90% Design reviewed by staff	Dec-24	Dec-24	LS	Not Started
	A. Finalize Land Acquisition for Park	Dec-24	Dec-24	LS	Not Started
	A. Funding: Apply for Prairie Meadows Grant	Feb-25	Feb-25	LS	Not Started
	A. Site Plan Submittal	Feb-25	Feb-25	LS	Not Started
	A. Design 100% Plan set completed	Feb-25	Feb-25	LS	Not Started
	A. Bid docs, plans and specifications completed	Mar-25	Mar-25	LS	Not Started
	A. CC Decision: Site Plan, Plans and Specs, Bids	Apr-25	Apr-25	LS	Not Started
	A. Construction Starts	May-25	May-25	LS	Not Started
	A. Groundbreaking ceremony	Jun-25	Jun-25	LS	Not Started
	A. Construction completed	Jun-26	Jun-26	LS	Not Started
	B. Staff presented concepts by SmithGroup/V&K	Sep-24	Sep-24	LS	Done
	B. Revisions of concepts	Oct-24	Oct-24	LS	In Progress
	B. Final concepts from consultant	Nov-24	Nov-24	LS	Not Started
	B. City Staff starts design based off concepts	Jan-25	Jan-25	LS	Not Started
	C. Report: Draft report from consultant delivered	Sep-24	Sep-24	LS	In Progress
	C. Final Report: Consultant delivers final report	Nov-24	Nov-24	LS	Not Started

2024-25 Management Agenda Actions: Low Priority

Target	Milestones	Orig	Rev	Lead	Status
Aquatic Center Programs Strategy: Pool Scholarship Program and Regional Pool Pass	Review local and national best practices/report	Feb-25	Feb-25	LS	Not Started
	Draft proposed scholarship program, eligibility/cost	Jul-25	Jul-25	LS	Not Started
	Direction: Present program to Parks, Rec, Art Board	Aug-25	Aug-25	LS	Not Started
	CC Decision: Aquatic Center Scholarship Prog App	Aug-25	Aug-25	LS	Not Started
	Work w/ Clive Comm Foundation fund development	Aug-25	Aug-25	LS	Not Started
	Program implementation	Jan-26	Jan-26	LS	Not Started
Recreation Revenue Recovery Guidelines: Direction	Research best practices and develop report	Jan-25	Jan-25	LS	Not Started
	Develop proposed guidelines for the program	May-25	May-25	LS	Not Started
	Present proposed guidelines to Parks Board	May-25	May-25	LS	Not Started
	CC Presentation: Proposed policy/guidelines	May-25	May-25	LS	Not Started
	Revise policy based on Parks and CC feedback	Jun-25	Jun-25	LS	Not Started
	Parks Board adoption of guidelines	Aug-25	Aug-25	LS	Not Started
	CC Decision: Recreation Revenue Guidelines Adopt	Sep-25	Sep-25	LS	Not Started



Memo

TO: Mayor and Council members

FROM:

DATE: October 24, 2024

RE: Public Works Monthly Report - September 2024

SYNOPSIS:

Attachments:

1. 4071_001

Clive Public Works

September 2024

Monthly Report



September Events

- **September 4th**— Welding and Cutting training was held for all operators. IAWEA also had a training in Newton, attending: Felt, James, McKinney, Stevens, and Tatman.
- **September 11th-12th**— AWWA fall short courses were held in Ankeny. Attending: Nuss, Tatman, Villhauer and Lewis.
- **September 9th-11th**— APWA held their PWX conference in Atlanta. Attending: Cygan, May and Tokuhisa.
- **September 17th**— Polk County Water Quality Snapshots. Participating: Tokuhisa and L Berry.
- **September 19th**— LTAP provided training on Competent Persons.
- **September 25th-26th**— APWA Iowa Fall conference in Cedar Rapids. Attending: May and Freestone.

ROW Permits

Type of permit	Number issued
Fiber	1
Right of way	29
Small wireless facilities	0



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 24, 2024

RE: Treasurer's Monthly Report - September 2024

SYNOPSIS:

Please see the attached monthly report.

Attachments:

1. September 24 Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

September 30, 2024

The following is the statement of Receipts, Cash and Investments of all funds of the City for the Month of September

CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing - Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	10,075,836.17	1,233,574.09	1,711,642.40	3,019.51	9,600,787.37	359,962.02	9,240,825.35
ROAD USE	1,983,011.79	295,499.99	161,000.46	-	2,117,511.32	20,319.70	2,097,191.62
LOCAL OPTION SALES TAX	1,431,440.94	295,215.99	0.00	-	1,726,656.93	0.00	1,726,656.93
TIF	276,096.55	26,971.05	0.00	-	303,067.60	0.00	303,067.60
POLICE K-9	31,778.32	0.00	0.00	-	31,778.32	0.00	31,778.32
TRUST & AGENCY	2,416,530.99	175,615.68	233,894.49	-	2,358,252.18	40,835.67	2,317,416.51
POLICE SEIZURES	18,321.82	49.00	0.00	-	18,370.82	0.00	18,370.82
SERT	0.00	0.00	0.00	-	0.00	0.00	0.00
DEBT SERVICE	1,616,436.60	184,172.45	0.00	-	1,800,609.05	0.00	1,800,609.05
CAPITAL PROJECTS	34,243,681.97	204,201.17	1,266,482.66	-	33,181,400.48	159,071.99	33,022,328.49
SPECIAL ASSESSMENT	0.00	0.00	0.00	-	0.00	0.00	0.00
WATER UTILITY	10,093,206.79	786,741.12	493,266.88	-	10,386,681.03	375,111.68	10,011,569.35
WATER UTILITY DEPOSIT	367,495.61	3,150.00	4,443.55	-	366,202.06	4,125.50	362,076.56
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	0.00	7,988.15
SEWER UTILITY	7,139,913.25	367,262.98	204,869.47	-	7,302,306.76	161,449.57	7,140,857.19
STORM WATER	563,062.36	153,260.30	41,906.78	-	674,415.88	21,255.32	653,160.56
INTERNAL SERVICES	315,771.59	0.00	372,781.56	-	-57,009.97	20,986.89	-77,996.86
SUBTOTAL	70,580,572.90	3,725,713.82	4,490,288.25	3,019.51	69,819,017.98	1,163,118.34	68,655,899.64
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	70,581,272.90	3,725,713.82	4,490,288.25	3,019.51	69,819,717.98	1,163,118.34	68,656,599.64
EBS- PSF FUNDING	275,722.00	0.00	0.00		275,722.00		275,722.00
GRAND TOTAL	73,472,341.37	3,725,713.82	4,490,288.25	3,019.51	70,095,439.98	1,163,118.34	68,932,321.64

I hereby certify that the above statement is true and correct.

The above indicated Clerk's balance agrees with those upon the Clerk's books.



Finance Manager



Director of Administrative Services/ Treasurer

CITY OF CLIVE
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2024

COMBINED CASH ACCOUNTS

999-10100	CASH	69,783,493.01	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	275,722.00	
999-10110	XPRESS DEPOSIT ACCOUNT	35,524.97	
TOTAL COMBINED CASH			70,095,439.98
TOTAL ALLOCATED CASH			(70,095,439.98)
TOTAL UNALLOCATED CASH			.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		9,600,787.37
110	ALLOCATION TO ROAD USE TAX		2,117,511.32
121	ALLOCATION TO LOCAL OPTION SALES TAX		1,726,656.93
123	ALLOCATION TO TIF FUND		303,067.60
167	ALLOCATION TO POLICE K9	31,778.32	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	2,312,136.51	
169	ALLOCATION TO T & A FUND - LIBRARY	17,594.55	
170	ALLOCATION TO T & A FUND - PUBLIC ART MAINT	21,102.00	
172	ALLOCATION TO PSF- EBS ACCOUNT	275,722.00	
174	ALLOCATION TO T & A FUND - PARK RESERVE	8,011.31	
TOTAL T&A			2,666,344.69
177	ALLOCATION TO FORFEITURES/EQUITABLE SHARING		(592.19)
178	ALLOCATION TO POLICE SEIZURES		18,370.82
200	ALLOCATION TO DEBT SERVICE		1,800,609.05
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	23,361.59	
331	ALLOCATION TO CAP PJTS - AMERICAN RESCUE PLN	3,000,736.02	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	39,897.98	
333	ALLOCATION TO CAP PJTS - HICKMAN RD ADAPTIVE	72,479.37	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	(857,194.35)	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	(13,821.24)	
339	ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ	86,398.85	
340	ALLOCATION TO CAP PJTS- UNIV BLVD FLD MIT PL	2,657.16	
341	ALLOCATION TO CAP PJTS - FLOOD ALERT	38,330.39	
342	ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT	1,351,100.25	
345	ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL	368,008.97	
346	ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD	506,423.50	
348	ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK	250,000.00	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	3,558,437.36	
351	ALLOCATION TO CAP PJTS - CODE ENF PROJ	(23,250.00)	
356	ALLOCATION TO CAP PJTS - WEST PET	18,618.91	
357	ALLOCATION TO CAP PJTS - WATER RESOURCE GRTS	6,379.95	
358	ALLOCATION TO CAP PJTS - TREE SALE	4,199.80	
366	ALLOCATION TO CAP PJTS-PORTER SHELTER AREA	209,588.00	
369	ALLOCATION TO CAP PJTS - CAMPBELL REC AREA	31,977.00	
371	ALLOCATION TO CAP PJTS - N NEIGHB PK LAND	66,394.90	
372	ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP	24,199.22	
374	ALLOCATION TO CAP PJTS - GREENBELT LANDING	7,125,660.61	
375	ALLOCATION TO CAP PJTS - GREENBELT MGMT PLAN	152,266.90	

CITY OF CLIVE
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2024

382	ALLOCATION TO CAP PJTS - 86TH ST IMPL PLAN	40,000.00	
386	ALLOCATION TO CAP PJTS - ALICES RD PARK	100,000.00	
387	ALLOCATION TO CAP PJTS - LINNAN PK	3,006,682.32	
388	ALLOCATION TO CAP PJTS - INDIAN HILLS PARK	242,716.53	
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK	8,201,861.56	
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK	(18,438.21)	
391	ALLOCATION TO CAP PJTS - TRAIL PAVE/PARK CAP	22,638.53	
392	ALLOCATION TO CAP PJTS -CITY WIDE SIGN PROG	37,920.83	
395	ALLOCATION TO CAP PJTS - HARBACH RECON	110,610.07	
396	ALLOCATION TO CAP PJTS - NW 128TH & HICKMAN	881,219.15	
398	ALLOCATION TO CAP PJTS - MEREDITH/ALICE RD	283,530.61	
399	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN RD	(657,200.18)	
400	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN LP	582,139.72	
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL	95,638.44	
429	ALLOCATION TO CAP PJTS - SEWER REHAB	180,092.17	
430	ALLOCATION TO CAP PJTS - METER/VALVE CHG OUT	(8,832.22)	
433	ALLOCATION TO CAP PJTS - SEWER CAPITAL	505,249.21	
435	ALLOCATION TO CAP PJTS - WATER CAPITAL	314,451.53	
454	ALLOCATION TO CAP PJTS - NORTH NEIGHBOR IMPR	155,753.98	
457	ALLOCATION TO CAP PJTS - N NEIGH ARTERIAL RD	793,256.55	
462	ALLOCATION TO CAP PJTS - HICKMAN I-35/80 INT	317,310.67	
464	ALLOCATION TO CAP PJTS -ALICES RD IMPROV	2,421,075.33	
465	ALLOCATION TO CAP PJTS - NW 142ND ST PAVE RE	120,930.19	
468	ALLOCATION TO CAP PJTS - N NEIGHBOR ST LIGHT	2,656.01	
471	ALLOCATION TO CAP PJTS - 111TH & HICKMAN INT	923,835.68	
472	ALLOCATION TO CAP PJTS - UNIV AVE REHAB	.32	
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(1,057,624.16)	
480	ALLOCATION TO CAP PJTS - NW 99TH CT RECON	(1,108,857.87)	
482	ALLOCATION TO CAP PJTS-DEVELOPMENT PLANNING	8,289.65	
483	ALLOCATION TO CAP PJTS- AIRPORT TERMINAL	517,260.00	
485	ALLOCATION TO CAP PJTS - PUBLIC ART CAPITAL	99,543.78	
TOTAL PROJECTS			33,181,400.48
TOTAL SPECIAL ASSESSMENTS			.00
600	ALLOCATION TO WATER UTILITY FUND	10,386,681.03	
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND	366,202.06	
604	ALLOCATION TO WATER IMPROVEMENT FUND	7,988.15	
610	ALLOCATION TO SEWER UTILITY FUND	7,302,306.76	
740	ALLOCATION TO STORM WATER FUND	674,415.88	
810	ALLOCATION TO INTERNAL SERVICE FUND	(57,009.97)	
830	ALLOCATION TO PETTY CASH FUND	700.00	
TOTAL			18,681,283.91
TOTAL ESCROW ACCOUNT			.00
TOTAL ALLOCATIONS TO OTHER FUNDS			70,095,439.98
ALLOCATION FROM COMBINED CASH FUND - 999-10111		(70,095,439.98)	
ZERO PROOF IF ALLOCATIONS BALANCE			.00



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 24, 2024

RE: Approve 10/10/2024 City Council Minutes

SYNOPSIS:

Approve 10/10/2024 Council Minutes

Attachments:

1. cc Minutes 10_10_2024

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
OCTOBER 10, 2024
CITY HALL COUNCIL CHAMBERS**

Call to Order/Roll Call/Pledge of Allegiance

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Absent: None. Public access was provided in-person at City Hall, and via Zoom platform. Information on how to access via Zoom was provided on social media, posted with the agenda at City Hall and on the city website, cityofclive.com.

Approval of the Agenda

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

Consent Items

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. Approve 09/26/2024 Minutes; 3. Bill List; 4. Approve Retail Alcohol Sales License Renewal Application - Franka Pizzeria - 12695 University Avenue; 5. Approve Retail Alcohol Sales License Renewal Application - Cooper's Hawk Winery & Restaurant - 12801 University Avenue; 6. Approve Retail Alcohol Sales License Renewal Application - Monterrey Mexican Restaurant - 8801 University Avenue, Suite 27; 7. **Resolution 2024-253** Approving Change Order #1 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$67,704.00; 8. **Resolution 2024-254** Approving Change Order #2 - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - (-\$29,818.25); 9. Approve Pay Request #4 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$33,272.22; 10. Approve Pay Request # 5 - Indian Hills Trail & Bridge Project - Absolute Concrete - \$23,381.07; 11. Approve Pay Request #6 - Mainline Construction - NW 99th Court Reconstruction - \$156,447.64; 12. Approve Pay Request #6 - Alliance Construction Group - NW 114th Street Reconstruction - \$203,102.01; 13. Approve Pay Request # 7 - Indian Hills Trail & Bridge Design - McClure - \$2,298.10; 14. Approve Pay Request # 8 - Indian Hills Trail & Bridge Design - McClure - \$5,034.75; 15. Approve Pay Request #9 - Alice's Road Reconstruction - Phase 1 - Design - Snyder & Associates - \$118,099.76; 16. Approve Pay Request #14 - University Boulevard Pump Station Improvements Project - Snyder & Associates - \$2,088.25; 17. Approve Capital Equipment Purchase - Ford F550 Dump Truck - Stivers Ford - \$110,371.50; 18. Approve Payment - Clive's Share of 98th Street Water Tower Maintenance - West Des Moines Water Works - \$81,600; 19. **Resolution 2024-255** Approving Nuisance Abatements - 3974 NW 177TH Ct., 18056 Townsend Dr., 17932 Townsend Dr., 17872 Townsend Dr. - Mowing; 20. **Resolution 2024-256** Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 36 - 17964 Tanglewood DR; 21. **Resolutions 2024-257 through 2024-270** Approving FY25 Budget Transfers (listing in packet); 22. Acceptance and Approval of Termination of Central Iowa Regional Drinking Water Commission; 23. **Resolution 2024-271** Approving Submission of Iowa DOT Federal Recreational Trails Grant for the Trail West of Alice's Road; 24. Approve Pay Rate - Gage Hawk - Police Officer - \$36.13/Hr - Effective 10/14/2024.

Presentation

1. Introduction of New Public Works Operations Specialist - Caden Ziegler
2. Public Works Continuous Improvement Report provide by Operations Specialist Jonah Crilly

Action Items

1. **Resolution 2024-272 Setting Public Hearing (10/24/24, 6:00 p.m.) for the Sale of General Obligation Urban Renewal Bonds, Series 2024B and authorizing the use of a**

Preliminary Official Statement in connection therewith. Director of Administrative Services Elizabeth Hansen presented the matter to Council and recommended approval. Eric Klein moved approval, seconded by Sunsan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

2. **Resolution 2024-273 Setting Date of Public Hearing (11/14/2024, 6:00 pm) to Consider Amending Provisions of the Zoning Ordinance of the City of Clive, Iowa, Regarding Permitted Uses in Commercial Districts.** Senior Planner Amanda Grutzmacher presented the matter to Council and recommended approval. Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
3. **Emerald Isle Drive Public Improvements (Silverstar Addition Plat 01).** Senior Planner Amanda Grutzmacher presented the matter to Council. Comments were also provided by Attorney Joel Templeman with Lillis O'Malley Law Firm (505 5th Avenue, Suite 1005, Des Moines, IA) on behalf of Silverstar with regard to accusation of temporary construction easements.
 - a. **Approve Construction Drawings - Emerald Isle Drive Public Improvements (Silverstar Addition Plat 01).** Ted Weaver moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
 - b. **Resolution 2024-274 Accepting Storm Sewer System Maintenance Agreements.** Ted Weaver moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

Presentation

1. **Linnan Park Update.** Leisure Services Director Richard Brown introduced the matter to Council. Presentation and discussion facilitated by J Blue, Landscape Architect with SmithGroup.

Citizens Presentation

Resident Barbie Miller (Country Club Home Owners Association) addressed the Council regarding her concerns and opinions pertaining to bio-cells.

Reports

Assistant City Manager Report was given by Pete De Kock.
Council Member Committee Reports were given.
City Manager Report was given by Matt McQuillen.

The meeting was adjourned at 8:19 p.m.


Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 24, 2024

RE: Bill List

SYNOPSIS:

Attachments:

1. 20241021095429453

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	A.M. LEONARD INC	GROUNDS SUPPLIES	917.71
10/11/2024	ABSOLUTE CONCRETE	INDIAN HILLS TRAIL/BRIDGE PRJCT PAY REQ 5	23,381.07
10/21/2024	ACCURO SOLUTIONS, LLC	411 MED CLAIM ADMIN	153.84
10/18/2024	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 10/12/2024	107.47
10/21/2024	AIA CORPORATION	UNIFORM ALLOWANCE - FIRE	14.75
10/21/2024	ALL FORMS & SUPPLIES LTD	PRINTING	122.46
10/11/2024	ALLIANCE CONSTRUCTION GROUP LLC	NW 114TH ST RECON PAY REQ 6	203,102.01
10/21/2024	ALTEC INDUSTRIES INC	BOOM TRUCK REPAIRS	5,269.21
10/21/2024	ALTEC INDUSTRIES INC	BOOM TRUCK REPAIRS	238.81
10/21/2024	ALTEC INDUSTRIES INC	BOOM TRUCK REPAIR	898.90
10/21/2024	AMAZON CAPITAL SERVICES	BACKPACK	49.99
10/21/2024	AMAZON CAPITAL SERVICES	PRIVACY SCREEN PROTECTOR / ID CLIPS	84.96
10/21/2024	AMAZON CAPITAL SERVICES	MISC TRAFFIC SUPPLIES	46.98
10/21/2024	AMAZON CAPITAL SERVICES	PARTS	187.20
10/21/2024	AMAZON CAPITAL SERVICES	PACKPACK SPRAYER REPAIR	27.09
10/21/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	124.67
10/21/2024	AMAZON CAPITAL SERVICES	PARTS	353.86
10/21/2024	AMAZON CAPITAL SERVICES	PLOW TRUCK IPAD MOUNTS	417.39
10/21/2024	AMAZON CAPITAL SERVICES	SHORTS	47.40
10/21/2024	AMAZON CAPITAL SERVICES	RECHARGEABLE BATTERIES	499.98
10/21/2024	AMAZON CAPITAL SERVICES	HARDWARE	22.98
10/21/2024	AMAZON CAPITAL SERVICES	SHOP TOOLS	39.99
10/21/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	43.88
10/21/2024	AMAZON CAPITAL SERVICES	SUPPLIES	47.96
10/21/2024	AMAZON CAPITAL SERVICES	SHOP SUPPLIES	133.98
10/21/2024	AMAZON CAPITAL SERVICES	EQUIPMENT	41.61
10/21/2024	AMAZON CAPITAL SERVICES	NETWORK INFRASTRUCTURE	79.99
10/21/2024	AMAZON CAPITAL SERVICES	MISC TRAFFIC SUPPLIES	37.68
10/18/2024	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 10/12/2024	530.48
10/21/2024	APWA	JERRY, RAI AND JEFF MEMBERSHIP	596.49
10/21/2024	APWA	JIM AND JON MEMBERSHIP	397.66
10/21/2024	APWA	JASON MEMBERSHIP	198.85
10/21/2024	ARNOLD MOTOR SUPPLY	PARTS	114.43
10/21/2024	ARNOLD MOTOR SUPPLY	PARTS	18.41
10/21/2024	ARNOLD MOTOR SUPPLY	PARTS	277.89
10/21/2024	ARNOLD MOTOR SUPPLY	PARTS	42.29
10/21/2024	ARWEN THORN	REFUND DEPOSIT	32.65
10/21/2024	ASCENDANCE TRUCKS MIDWEST., LLC	#716 EQUIPMENT REPAIR	1,290.79
10/21/2024	AT & T MOBILITY	PATROL CELL PHONES	640.00
10/21/2024	AT & T MOBILITY	EMS CELL PHONES	134.76
10/21/2024	AT & T MOBILITY	GPS DATA PLAN	35.29
10/21/2024	AUREON COMMUNICATIONS	INTERNET	688.00
10/21/2024	AUREON COMMUNICATIONS	CANCELLATION LINE	11.90
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	144.00
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	33.05
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	19.38
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	224.12
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	15.96
10/21/2024	BAKER & TAYLOR BOOKS	ADULT BOOKS	73.18
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	75.68
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	142.45
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	16.53
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	195.64
10/21/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	49.59
10/21/2024	BAKER & TAYLOR BOOKS	ADULT BOOKS	52.43
10/21/2024	BAKER GROUP	HVAC CONTRACT	4,959.00
10/21/2024	BAKER GROUP	HVAC CONTRACT	4,251.00
10/21/2024	BAKER GROUP	HVAC CONTRACT	7,303.35

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	BAKER GROUP	HVAC CONTRACT	1,968.38
10/21/2024	BAKER GROUP	HVAC CONTRACT	4,303.27
10/21/2024	BAKER GROUP	HVAC REPAIRS	4,320.00
10/21/2024	BANNER FIRE EQUIPMENT INC	E320 REPLACEMENT LATCHES AND HANDLES	1,331.99
10/21/2024	BAX SALES INC	SHOP SUPPLIES	25.00
10/21/2024	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	140.00
10/21/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	28.95
10/21/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	9.90
10/21/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	22.58
10/21/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	320.45
10/21/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	59.90
10/21/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	30.79
10/21/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	34.20
10/21/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	2,445.75
10/21/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	659.17
10/21/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	1,441.08
10/21/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	9,911.00
10/21/2024	CARQUEST AUTO PARTS STORES	SHOP OIL	44.94
10/21/2024	CARQUEST AUTO PARTS STORES	SHOP OIL	89.88
10/21/2024	CDW GOVERNMENT INC	FIREWALL MAINT	9,449.40
10/21/2024	CDW GOVERNMENT INC	SUPPLIES	628.20
10/21/2024	CDW GOVERNMENT INC	SOFTWARE SUBSCRIPTION	413.70
10/21/2024	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	30.39
10/21/2024	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	76.02
10/21/2024	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	48.73
10/21/2024	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	29.59
10/21/2024	CENTRAL IOWA OFFICIALS LLC	YOUTH BB OFFICIALS PREPAY - FALL 2024	16,000.00
10/21/2024	CENTRAL IOWA READY MIX	CONCRETE	711.75
10/21/2024	CENTRAL IOWA READY MIX	CONCRETE	356.50
10/21/2024	CENTRAL IOWA READY MIX	CONCRETE	360.50
10/21/2024	CENTRAL IOWA READY MIX	CONCRETE	826.75
10/21/2024	CENTRAL IOWA READY MIX	CONCRETE	356.50
10/21/2024	CENTURY LINK	CAC PHONE LINES	156.12
10/21/2024	CINTAS CORPORATION #22M	LAUNDRY	387.84
10/21/2024	CINTAS CORPORATION #22M	LAUNDRY	446.94
10/21/2024	CITY OF DES MOINES	WRA OCTOBER 2024	159,309.50
10/21/2024	CITY OF WEST DES MOINES	STATION 22 SEWER REHAB	64,959.96
10/21/2024	CITY SUPPLY CORP	WATER HEATER PUMP REPLACEMENT	352.51
10/21/2024	CITY SUPPLY CORP	WATER HEATER PUMP REPLACEMENT	95.01
10/21/2024	CITY SUPPLY CORP	WATER HEATER PUMP REPLACEMENT	207.70
10/21/2024	CMI, INC	EQUIPMENT	490.00
10/18/2024	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 10/12/2024	2,145.19
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ALARCON	13.07
10/21/2024	COMMERCE BANK	OFFICE SUPPLIES__ALARCON	5.00
10/21/2024	COMMERCE BANK	SUPPLIES-HARBACH__BELIEU	179.14
10/21/2024	COMMERCE BANK	GREENBELT LANDING GIFTS__BELIEU	266.00
10/21/2024	COMMERCE BANK	MARKETING__BELIEU	189.24
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__BOYLE	294.10
10/21/2024	COMMERCE BANK	STREET MAINT SUPPLIES__STEVENS	514.96
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__STEVENS	3.00
10/21/2024	COMMERCE BANK	TRAINING__VENEMA	246.00
10/21/2024	COMMERCE BANK	CLOTHING ALLOWANCE__VENTO	139.09
10/21/2024	COMMERCE BANK	EQUIPMENT__WEILER	16.18
10/21/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__SHALON-DEUR	171.18
10/21/2024	COMMERCE BANK	CHILDRENS BOOKS HARBACH__SHALON-DEUR	39.92
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__SHALON-DEUR	1,134.42
10/21/2024	COMMERCE BANK	YOUNG ADULT BOOKS__SHALON-DEUR	22.31
10/21/2024	COMMERCE BANK	VEHICLE REPAIR__SOMSKY	1,882.10

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	COMMERCE BANK	VEHICLE MAINT__ SOMSKY	178.01
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ PURVIS	511.00
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ REHBERG	2,209.96
10/21/2024	COMMERCE BANK	DUES__ REHBERG	70.00
10/21/2024	COMMERCE BANK	GOAT SUPPLIES__ ROLFES	299.71
10/21/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES HARBACH__ SHALON-DEUR	91.60
10/21/2024	COMMERCE BANK	CHILDRENS BOOKS__ SHALON-DEUR	313.51
10/21/2024	COMMERCE BANK	PROFESSIONAL FEES__ NISIC	6.70
10/21/2024	COMMERCE BANK	PRINTING__ NISIC	174.31
10/21/2024	COMMERCE BANK	TRAINING__ NUSS	775.00
10/21/2024	COMMERCE BANK	SUPPLIES__ NUSS	400.44
10/21/2024	COMMERCE BANK	APPLICATION FEE__ NUSS	32.29
10/21/2024	COMMERCE BANK	BUILDING MAINT__ PFAFF	42.00
10/21/2024	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	78.96
10/21/2024	COMMERCE BANK	ADULT LIBRARY BOOKS HARBACH__ NELSON	76.97
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ NELSON	1,150.85
10/21/2024	COMMERCE BANK	CONTRACT WORK__ NELSON	150.00
10/21/2024	COMMERCE BANK	EBOOKS__ NELSON	56.42
10/21/2024	COMMERCE BANK	TRAINING__ NIELSEN	600.00
10/21/2024	COMMERCE BANK	EQUIPMENT__ MILLER	220.34
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ MILLER	460.96
10/21/2024	COMMERCE BANK	ADULT LIBRARY BOOKS__ NELSON	931.50
10/21/2024	COMMERCE BANK	LIBRARY MEDIA__ NELSON	230.74
10/21/2024	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	156.02
10/21/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ NELSON	11.99
10/21/2024	COMMERCE BANK	PHONELINE SEARCH__ MCCARL	70.00
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ MCQUILLEN	167.50
10/21/2024	COMMERCE BANK	EQUIPMENT MAINT__ MEASE	337.50
10/21/2024	COMMERCE BANK	SUPPLIES__ MEASE	23.94
10/21/2024	COMMERCE BANK	TRAINING__ MEASE	55.00
10/21/2024	COMMERCE BANK	PUBLIC EDUCATION SUPPLIES__ MEASE	47.98
10/21/2024	COMMERCE BANK	CONTRACT WORK__ LUCAS	58.50
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ LUCAS	520.31
10/21/2024	COMMERCE BANK	TRAINING__ MARTIN	173.96
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ MAY	1,947.22
10/21/2024	COMMERCE BANK	TRAINING__ MAY	245.00
10/21/2024	COMMERCE BANK	VEHICLE OPERATION__ MAYER	58.59
10/21/2024	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ LIBRARY STAFF	34.86
10/21/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ LLAMAS	7.50
10/21/2024	COMMERCE BANK	SUBSCRIPTION__ LUCAS	370.00
10/21/2024	COMMERCE BANK	SUPPLIES__ LUCAS	625.88
10/21/2024	COMMERCE BANK	ADVERTISING__ LUCAS	282.00
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ LUCAS	1,040.61
10/21/2024	COMMERCE BANK	DATA PROCESSING__ KELLER	99.00
10/21/2024	COMMERCE BANK	__ KELLER	199.00
10/21/2024	COMMERCE BANK	TRAINING__ KEMPNIH	678.00
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ KEMPNIH	479.36
10/21/2024	COMMERCE BANK	EQUIPMENT__ KEMPNIH	75.30
10/21/2024	COMMERCE BANK	TRAINING__ LASS	22.00
10/21/2024	COMMERCE BANK	OFFICE SUPPLIES__ JOHNSTON	29.99
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ JOLLEY	12.27
10/21/2024	COMMERCE BANK	EQUIPMENT MAINT__ KALLEM	205.39
10/21/2024	COMMERCE BANK	TRAINING__ KALLEM	75.00
10/21/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ KELLER	11.76
10/21/2024	COMMERCE BANK	MARKETING__ KELLER	33.63
10/21/2024	COMMERCE BANK	MAINT CONTRACTS__ HARKEN	1,405.37
10/21/2024	COMMERCE BANK	TRAINING__ HERZOG	150.00
10/21/2024	COMMERCE BANK	SUBSCRIPTION__ HERZOG	279.40

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	COMMERCE BANK	UNIFORM ALLOWANCE__ HERZOG	131.71
10/21/2024	COMMERCE BANK	PROFESSIONAL FEES__ HERZOG	14.40
10/21/2024	COMMERCE BANK	TRAINING__ JOHNSTON	250.00
10/21/2024	COMMERCE BANK	OFFICE SUPPLIES__ GIBBS	139.97
10/21/2024	COMMERCE BANK	EMPLOYEE APPRECIATION AWARDS__ GIBBS	3,266.67
10/21/2024	COMMERCE BANK	CONCESSION SUPPLIES__ GIBBS	148.56
10/21/2024	COMMERCE BANK	TRAINING__ GRAHAM	150.00
10/21/2024	COMMERCE BANK	RECORDING FEES__ GRAHAM	371.10
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ HAGELIE	7.50
10/21/2024	COMMERCE BANK	TRAINING__ FREESTONE	50.00
10/21/2024	COMMERCE BANK	TRAINING__ FREESTONE	32.29
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ FREESTONE	382.51
10/21/2024	COMMERCE BANK	PUBLIC EDUCATION SUPPLIES__ GARCIA	14.99
10/21/2024	COMMERCE BANK	CONTRACT WORK__ GARCIA	98.10
10/21/2024	COMMERCE BANK	SUBSCRIPTION__ GIBBS	107.38
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ DE KOCK	65.00
10/21/2024	COMMERCE BANK	TRAINING__ EASTMAN	212.67
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ FARLOW	335.00
10/21/2024	COMMERCE BANK	EQUIPMENT__ FARLOW	7.28
10/21/2024	COMMERCE BANK	TRAINING__ FARLOW	32.29
10/21/2024	COMMERCE BANK	GUIDE BOOKS__ FREESTONE	380.92
10/21/2024	COMMERCE BANK	FIRE CODE BOOKS__ BOYLE	274.50
10/21/2024	COMMERCE BANK	PUBLIC EDUCATION SUPPLIES__ BOYLE	190.87
10/21/2024	COMMERCE BANK	UNIFORM ALLOWANCE__ BROWN	20.32
10/21/2024	COMMERCE BANK	SWPPP PERMIT RENEWAL__ BROWN	180.91
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ CYGAN	1,090.80
10/21/2024	COMMERCE BANK	CONFERENCE EXPENSE__ DE KOCK	256.75
10/11/2024	CONCRETE COMPANY	2024 PCC PAVEMENT REHAB PAY REQ 4	33,272.22
10/21/2024	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	92.97
10/21/2024	CONSOLIDATED FLEET SERVICES, INC	GROUND AND AERIAL ANNUAL LADDER TESTING	1,691.85
10/21/2024	CROWN TROPHY	AWARDS - FALL INDOOR VB	106.50
10/21/2024	CUSTOM AWARDS & EMBROIDERY	ART PLAQUE -LIBRARY	40.00
10/21/2024	DES MOINES WATER WORKS	TESTING	247.99
10/21/2024	DES MOINES WATER WORKS	LP MOON PUMP STATION	41,309.15
10/18/2024	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 10/	2,112.04
10/18/2024	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 10/12/202	7,537.57
10/18/2024	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 10/12/2	1,948.96
10/18/2024	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 10/12/202	599.15
10/18/2024	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 10/12/2024	760.94
10/18/2024	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 10/12/2024	2,632.04
10/18/2024	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 10/12/2024	509.76
10/18/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	50,134.91
10/18/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 10/12/2	31,657.57
10/18/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 10/12/2	31,657.57
10/18/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 10/12/2024	7,537.33
10/18/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 10/12/2024	7,537.33
10/21/2024	EIDE BAILLY LLP	AUDIT SERVICES	20,000.00
10/21/2024	ELECTRIC PUMP	BOILER PUMP REPAIRS	325.00
10/21/2024	ELECTRIC PUMP	SCADA COMPUTER REPAIR	305.00
10/21/2024	EMS MANAGEMENT & CONSULTANTS INC	SEPTEMBER EMS BILLING FEE	2,017.77
10/21/2024	FABIAN RUIZ	PROFESSIONAL FEES - INTERPRETER	70.00
10/21/2024	FERRELLGAS	FORKLIFT FUEL	102.86
10/21/2024	FREEDOM FIRST AID & SAFETY LLC	MINOR EQUIPMENT-FIRST AID SUPPLIES	42.79
10/21/2024	FREEDOM FIRST AID & SAFETY LLC	MEDICAL SUPPLIES	43.20
10/21/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	22.38
10/21/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	22.39
10/21/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	22.39
10/21/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	22.39

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	FREEDOM TIRE & AUTO	#742 TIRES	1,496.48
10/21/2024	GANNETT IOWA LOCALIQ	MINS	429.20
10/21/2024	GANNETT IOWA LOCALIQ	ORD PUBLICATION	431.45
10/21/2024	GANNETT IOWA LOCALIQ	LEGAL PUB	26.80
10/21/2024	GANNETT IOWA LOCALIQ	PH NOTICE	98.60
10/21/2024	GINNI PETERSON	REFUND DEPOSIT	14.73
10/21/2024	GRAINGER	BUCKET & CANNON PAD	586.12
10/21/2024	HAWKEYE TRUCK EQUIPMENT	#718 EQUIPMENT MAINT	288.00
10/21/2024	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	81.79
10/21/2024	HI TOUCH BUSINESS SERVICES	BREAKROOM SUPPLIES	16.19
10/21/2024	HI TOUCH BUSINESS SERVICES	TONER	202.18
10/18/2024	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 10/12/2024	743.99
10/18/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 10/1	6,707.37
10/18/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 10/12/2024	35,376.67
10/18/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 10/12/202	11,040.11
10/21/2024	IMWCA	WC INSTALL #4	14,739.00
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	106.75
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	14.37
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	47.69
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	12.58
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	58.36
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.92
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	372.49
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	50.78
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	41.11
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	14.53
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.34
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	11.69
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	32.76
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	103.06
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	33.33
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.92
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.92
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.92
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	112.14
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	9.77
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-YOUNG ADULT	11.49
10/21/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	31.99
10/21/2024	INLAND TRUCK PARTS & SERVICE	#719 LEAF SPRINGS	2,323.48
10/21/2024	IOWA AUTO DAMAGE APPRAISERS, LLC	L325 APPRAISAL FEE	362.00
10/21/2024	IOWA MEDICAID	OCTOBER 2024 IOWA MCO SHARE	12,217.85
10/21/2024	IOWA MEDICAID	NOVEMBER STATE SHARE OF GEMT MCO PAYMENT	12,217.85
10/21/2024	IOWA ONE CALL	LOCATES	325.60
10/21/2024	IOWA ONE CALL	LOCATES	325.60
10/21/2024	JOSEPH OTOOL	MISC CONTRACT WORK-ADULT	300.00
10/21/2024	KARI CLEMONS	REFUND DEPOSIT	42.46
10/21/2024	LINDE GAS & EQUIPMENT INC	OXYGEN TANKS CYLINDER RENTAL	329.03
10/21/2024	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	3,780.00
10/21/2024	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	1,761.80
10/21/2024	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	223.20
10/21/2024	MACQUEEN EQUIPMENT	SONETICS HEADSET REPAIR	225.00
10/21/2024	MACQUEEN EQUIPMENT	PIERSMA HELMET FRONT	75.00
10/11/2024	MAINLINE CONSTRUCTION INC	NW 99TH CT RECON PAY REQ 6	156,447.64
10/21/2024	MARK FOX	REFUND DEPOSIT	29.14
10/11/2024	MCCLURE	INDIAN HILLS TRAIL/BRIDGE DESIGN PAY REQ 7	2,298.10
10/11/2024	MCCLURE	INDIAN HILLS TRAIL/BRIDGE DESIGN PAY REQ 8	5,034.75
10/21/2024	MCCLURE	CLIVE TEMPORARY PARK CONCEPT	7,460.00
10/21/2024	MCCLURE	TEMPORARY PARK DESIGN WORK	5,700.00

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	MEDIACOM	LIBRARY INTERNET	19.95
10/21/2024	MENARDS	TRAINING MATERIALS	63.27
10/21/2024	MENARDS	DUMPSTER ENCLOSURE REPAIRS	36.36
10/21/2024	MENARDS	DUMPSTER ENCLOSURE REPAIRS	31.37
10/21/2024	MENARDS	MEMORIAL BENCH SUPPLIES 93RD	87.28
10/21/2024	MENARDS	SHOP SUPPLIES	13.16
10/21/2024	MENARDS	SIGNAGE CONCRETE	110.56
10/21/2024	MENARDS	BUILDING MAINT	6.50
10/21/2024	MENARDS	STREET MAINT SUPPLIES	179.98
10/21/2024	MENARDS	SHOP SUPPLIES	51.00
10/21/2024	MENARDS	BUILDING MAINT	15.25
10/21/2024	MENARDS	MISC TRAFFIC SUPPLIES	29.94
10/21/2024	MENARDS	MISC TRAFFIC SUPPLIES	27.24
10/21/2024	MENARDS	PAINT SUPPLIES	33.59
10/21/2024	MENARDS	MISC TRAFFIC SUPPLIES	22.47
10/21/2024	MENARDS	SHOP SUPPLIES	23.82
10/21/2024	MENARDS	MISC TRAFFIC SUPPLIES	60.92
10/21/2024	MENARDS	156TH TUNNEL PAINT	350.00
10/21/2024	MENARDS	BATTERIES	31.12
10/21/2024	MENARDS	STREET MAINT SUPPLIES	85.96
10/21/2024	MENARDS	GEAR BOX GREASE	6.99
10/21/2024	MENARDS	PEAT MOSS	119.92
10/21/2024	MENARDS	SUPPLIES	19.91
10/21/2024	MERCYONE CLIVE PHARMACY	EMS MEDICATION	36.78
10/21/2024	MERCYONE HEALTH & FITNESS CENTER	WELLNESS COACHING	360.00
10/21/2024	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS, DRUG SCREENS	8,162.00
10/21/2024	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS, DRUG SCREENS	3,026.00
10/21/2024	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS, DRUG SCREENS	1,972.00
10/21/2024	METRONET	INTERNET PS	1,217.37
10/21/2024	MICHAELA DUFFEY	REFUND DEPOSIT	23.17
10/21/2024	MIDAMERICA BOOKS	CHILDREN - BOOKS	409.25
10/21/2024	MIDAMERICA BOOKS	CHILDREN BOOKS-HARBACH	305.40
10/21/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	873.47
10/21/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,938.86
10/21/2024	MIDAMERICAN ENERGY DAV	WATER FACILITIES	476.40
10/21/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	8,180.68
10/21/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	8,180.68
10/21/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	576.80
10/21/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	22.85
10/21/2024	MIDAMERICAN ENERGY DAV	TRAFFIC SIGNALS	24.72
10/21/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	81.61
10/21/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	217.47
10/21/2024	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	238.55
10/21/2024	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	238.55
10/21/2024	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	238.55
10/21/2024	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	128.34
10/21/2024	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	34.59
10/21/2024	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	75.62
10/21/2024	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	238.55
10/21/2024	MISTER CAR WASH	CAR WASHES	220.00
10/21/2024	MOBOTREX INC	LED AND PEDESTRIAN SIGNAL	1,049.00
10/21/2024	MOTOROLA SOLUTIONS INC	RADIOS	2,732.64
10/21/2024	MOTOROLA SOLUTIONS INC	RADIOS	2,732.64
10/18/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	21,948.51
10/18/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,395.25
10/21/2024	MUNICIPAL SUPPLY INC	FITTINGS FOR INSTALLING METERS	806.94
10/21/2024	NETWORKS	NETWORK HARDWARE	75.00
10/21/2024	NETWORKS	MAINT RENEWAL	5,970.79

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	NICHE ACADEMY	DATA PROCESSING	2,500.00
10/21/2024	ONE SOURCE	BACKGROUND CHECKS	175.00
10/21/2024	OPN ARCHITECTS INC	PAY REQ 6- CITY HALL REMODEL DESIGN SERVICES	19,604.80
10/21/2024	P & P SMALL ENGINES INC	SNOW BLOWER PARTS	209.98
10/21/2024	PHIL DICKEY	FALL MARTIAL ARTS INSTRUCTION	570.00
10/21/2024	POLK COUNTY TREASURER	PAY TO OTHER AGENCIES-BLOOD DRAWS	450.00
10/21/2024	R & R REALTY GROUP	CFMH REFUND	25.00
10/21/2024	RANGEMASTERS	UNIFORM ALLOW - A. BOES	141.18
10/21/2024	RANGEMASTERS	UNIFORM ALLOW - A. FAULKNER	38.48
10/21/2024	REAMS SPRINKLER SUPPLY	GROUNDS MAINT	747.53
10/21/2024	REAMS SPRINKLER SUPPLY	GROUNDS MAINT	35.06
10/21/2024	REAMS SPRINKLER SUPPLY	GROUNDS MAINT	255.76
10/21/2024	REAMS SPRINKLER SUPPLY	GROUNDS MAINT	177.99
10/21/2024	REAMS SPRINKLER SUPPLY	GROUNDS MAINT	23.42
10/21/2024	REAMS SPRINKLER SUPPLY	BACKFLOW REPAIR KITS	1,107.37
10/18/2024	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 10/12/2024	1,189.89
10/21/2024	SHREDDER, THE	DOCUMENT DESTRUCTION	72.00
10/21/2024	SMITHGROUP, INC	GREENBELT LANDING DESIGN WORK	87,072.00
10/21/2024	SMITHGROUP, INC	LINNAN REDESIGN PRJCT	82,002.90
10/11/2024	SNYDER & ASSOCIATES	UNIVERSITY BLVD PUMP STATION PAY REQ 14	2,088.25
10/11/2024	SNYDER & ASSOCIATES	ALICE RD RECON PAY REQ 9	118,099.76
10/21/2024	SPRAYER SPECIALTIES INC	GROUNDS MAINT	9.48
10/21/2024	STANDARD AND POOR'S LLC	ISSUANCE COST 2024B	15,250.00
10/21/2024	STEAM STARZ LLC	STEAM STARZ PROGRAM	514.25
10/21/2024	STEPHANIE LICKTEIG	REFUND DEPOSIT	41.03
10/21/2024	STEPHEN RIDER	REFUND DEPOSIT	31.00
10/21/2024	STIVERS FORD	#702 VEHICLE MAINT	15.06
10/21/2024	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	7,660.00
10/21/2024	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	15,680.20
10/21/2024	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
10/21/2024	SYNERGY SURGICAL	EMS MEDICAL SUPPLIES	533.00
10/21/2024	TELEFLEX LLC	EMS MEDICAL SUPPLIES	1,100.00
10/18/2024	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 10/12/2024	27,804.00
10/21/2024	TRUENORTH COMPANIES LC	TRANSMISSION FEE	147.00
10/21/2024	UNIQUE	MISC CONTRACT WORK- COLLECTION AGENCY	9.85
10/18/2024	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 10/12/2024	162.12
10/21/2024	UTILITY EQUIPMENT CO	FREIGHT	169.11
10/21/2024	VAN METER INC	LED STREET LIGHT CONVERSION	27,000.00
10/21/2024	VAN METER INC	PHOTO EYE	26.36
10/21/2024	VAN WALL EQUIPMENT	SHOP SUPPLIES	908.47
10/21/2024	VAN WALL EQUIPMENT	CREDIT	561.16-
10/21/2024	VAN WALL EQUIPMENT	VEHICLE MAINT	51.69
10/21/2024	VESTIS	UNIFORMS	21.64
10/21/2024	VESTIS	UNIFORMS	57.72
10/21/2024	VESTIS	UNIFORMS	57.72
10/21/2024	VESTIS	UNIFORMS	103.42
10/21/2024	VESTIS	UNIFORMS	95.88
10/21/2024	VESTIS	UNIFORMS	53.52
10/21/2024	VESTIS	UNIFORMS	53.52
10/21/2024	VESTIS	UNIFORMS	20.06
10/21/2024	WEST DES MOINES WATER WORKS	SHARED USE WATER TOWER	81,600.00
10/21/2024	WEX BANK	FUEL	263.44
10/21/2024	WEX BANK	FUEL	76.05
10/21/2024	WEX BANK	FUEL	1,297.08
10/21/2024	WEX BANK	FUEL	843.17
10/21/2024	WEX BANK	FUEL	2,345.39
10/21/2024	WEX BANK	FUEL	6,263.11
10/21/2024	WEX BANK	FUEL	683.28

Date Paid	Vendor Name	Description	Amount Paid
10/21/2024	WEX BANK	FUEL	704.41
10/21/2024	WEX BANK	FUEL	1,241.48
10/21/2024	WEX BANK	FUEL	1,252.80
10/21/2024	WEX BANK	FUEL	958.60
10/21/2024	WEX BANK	FUEL	269.00
10/21/2024	WEX BANK	FUEL	373.09
Grand Totals:			1,699,751.33

Date Paid	Vendor Name	Description	Amount Paid
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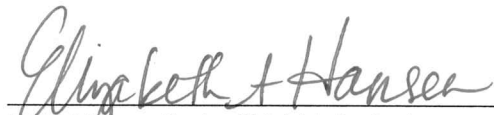
The following expenditures have been reviewed and authorized as being justified and properly due and made in accordance to city guidelines.
This listing has been prepared by Finance Department staff and is being submitted to the City Council for approval.

Bill List Claims \$ 1,699,751.33
(10/08/2024 - 10/21/2024)

Payroll
(10/18/2024) 319,519.57

Total \$ 2,019,270.90

Of the total payrolls, \$565.47 are expense reimbursements.


Elizabeth Hansen, Director of Administrative Services

Date:

10/21/2024

Dated: _____

City Council:

Srikant Mikkilineni _____

Eric Klein _____

Ted Weaver _____

Michael McCoy _____

Susan Judkins _____



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 24, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Mi Mexico
- 11407 Forest Road

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Mi Mexico 11_05_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 24, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Front Row
- 9956 Swanson Blvd

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Front Row 11_01_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 24, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Maria's Mexican Food - 15950 Hickman Road

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Maria's Mexican Food 10_12_2024



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: October 24, 2024

RE: Resolution Approving Change Order #2 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$2,250.00

SYNOPSIS:

Staff recommends approval of Change Order #2 to Iowa Earth Works for the project: Little Walnut Creek Stream Stabilization East of Alice's Road (Resolution 2023-365 passed on 14 DEC 2023) to add an item.

The additional item compensates for installation methods approved by the design and observation engineers in response to unforeseen field soil conditions.

The updated construction contract would be as follows:

Original Contract Amount	\$762,452.95
Change Order #1:	\$41,175.00
Change Order #2:	\$2,250.00
Total Approved Agreement Amount:	\$805,877.95

Paid to date:	\$95,876.00
Amount remaining on agreement:	\$710,001.95

Please feel free to contact me at 223-6231 or rtokuhisa@cityofclive.com prior to the meeting if you have any questions or concerns.

Attachments:

1. LWC-StreamEast_CO#2 - Detail
2. LWC-StreamEast_CO#2 - Council Resolution



City of Clive

Change Order Details

Little Walnut Creek, Stream Stabilization, East of Alices Road

Description	Little Walnut Creek, Stream Stabilization, East of Alices Road
Prime Contractor	Iowa Earth Works PO Box 112 HUXLEY, IA 50124
Change Order	2
Status	Pending
Date Created	10/16/2024
Type	Changed Conditions
Summary	Change order to cover the material and labor cost of additional work performed on soil lifts.
Change Order Description	This change order is to cover the cost of adding screws to the wood stakes used to hold the soil lift matting down.
Awarded Project Amount	\$762,452.95
Authorized Project Amount	\$803,627.95
Change Order Amount	\$2,250.00
Revised Project Amount	\$805,877.95

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0490	24-2424	LS	1.000	\$2,250.000	\$2,250.00
Installing screw into wood stakes.					
Reason: Screws are needed to help wood stakes secure matting.					
1 item					Total: \$2,250.00

Mayor, City of Clive

Date



10/16/2024

Project Engineer, Rai Tokuhisa

Date

Field Engineer, Nolan Daft

Date

Contractor, Iowa Earth Works

Date

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO.2 FOR THE LITTLE WALNUT CREEK
STREAM STABILIZATION EAST OF ALICE'S ROAD PROJECT CONSTRUCTION
CONTRACT

WHEREAS, on December 14, 2023, Clive City Council approved the contract to construct in-stream stabilization structures on Little Walnut Creek and outfall tributaries between Alice's Road and the corporate limit with Urbandale (163rd Street) in the City of Clive,

WHEREAS, City staff have determined it is necessary to make changes set forth in Change Order No. 2; and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 2 and authorizing the Mayor to execute same on behalf of the City of Clive, Iowa.

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

That Change Order No. 2 to the contract with Iowa Earth Works is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council. The Mayor is hereby authorized and directed to execute said Change Order No. 2 on behalf of the City of Clive, Iowa

PASSED AND APPROVED this _____ day of _____, 2024.

John D. Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 24, 2024

RE: Approve Pay Request #4 - Des Moines Asphalt and Paving - 2024
Residential HMA Pavement Rehabilitation Project - \$20,401.25

SYNOPSIS:

Staff is recommending approval of a Pay Request to Des Moines Asphalt and Paving for work performed on the above referenced project.

Pay Estimate #4 - \$20,401.25

A breakdown of the contract status is as follows:

Contract Amount	-	\$508,646.30
Paid to Date	-	<u>\$453,376.38</u>
Contract Remaining	-	\$ 55,269.92

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

2024 RESIDENTIAL HMA PAVEMENT REHABILITATION PROJECT

Description	HMA OVERLAY WITH SOME FULL DEPTH PATCHING, INTAKE REPLACEMENT, AND SIDEWALK REPLACEMENT
Payment Number	4
Pay Period	09/15/2024 to 10/12/2024
Approval Date	10/24/2024
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Payment Status	Pending
Awarded Project Amount	\$508,646.30
Authorized Amount	\$508,646.30

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0050	24-005	EACH	2.000	\$1,250.000	\$2,500.00
REMOVE INTAKE					
0200	24-020	LS	1.000	\$3,000.000	\$3,000.00
HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING					
0270	24-027	EACH	3.300	\$3,250.000	\$10,725.00
STORM SEWER INTAKE, SW-501					
0310	24-031	EACH	3.000	\$1,250.000	\$3,750.00
REMOVE INTAKE					
0400	24-040	LS	1.000	\$1,500.000	\$1,500.00
HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING					
Section Total:					\$21,475.00
Project Total:					\$21,475.00

Summary

Current Approved Work:	\$21,475.00	Approved Work To Date:	\$477,238.29
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$1,073.75	Retainage To Date:	\$23,861.91
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$20,401.25	Payments To Date:	\$453,376.38
Previous Payment:	\$77,159.48	Previous Payments To Date:	\$432,975.13

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Jared Eslinger	Date
Contractor, Des Moines Asphalt and Paving	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 24, 2024

RE: Approve Pay Request #4 - J&K Contracting - NW Alderleaf Drive Water Connection - \$2,630.65

SYNOPSIS:

Staff is recommending approval of a Pay Request to J&K Contracting for work performed on the above referenced project.

Pay Estimate #4 - \$2,630.65

A breakdown of the contract status is as follows:

Amended Contract Amount	-	\$52,613.00
Paid to Date	-	<u>\$52,613.00</u>
Contract Remaining	-	\$0.00

Please feel free to contact me at 515-223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

ALDERLEAF WATER CONNECTION

Description	Boring water main under Warrior to connect into Waukee's system.
Payment Number	4
Pay Period	09/01/2024 to 10/15/2024
Approval Date	10/24/2024
Prime Contractor	J&K Contractors IA
Payment Status	Pending
Awarded Project Amount	\$49,832.00
Authorized Amount	\$52,613.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
					Project Total: \$0.00

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$52,613.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$2,630.65
Current Retainage Released:	\$2,630.65	Retainage Released To Date:	\$2,630.65
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$2,630.65	Payments To Date:	\$52,613.00
Previous Payment:	\$2,456.95	Previous Payments To Date:	\$49,982.35

Mayor, City of Clive	Date
Project Engineer, Johnathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, J&K Contracting	Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 24, 2024

RE: Approve Pay Request #5 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$69,141.05

SYNOPSIS:

Staff is recommending approval of a Pay Request to The Concrete Company for work performed on the above referenced project.

Pay Estimate #5 - \$69,141.05

A breakdown of the contract status is as follows:

Contract Amount	-	\$1,053,041.50
Paid to Date	-	<u>\$1,031,980.67</u>
Contract Remaining	-	\$ 21,060.83

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #5



City of Clive

Payment Invoice

2024 Arterial PCC Pavement Rehabilitation Project

Description	Arterial patching on University Ave. and 128th street.
Payment Number	5
Pay Period	09/29/2024 to 10/12/2024
Approval Date	10/24/2024
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$985,337.50
Authorized Amount	\$1,053,041.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	24-001	SY	137.500	\$165.000	\$22,687.50
PATCH, FULL DEPTH REPAIR					
0030	24-003	EA	1.800	\$4,500.000	\$8,100.00
INTAKE ADJUSTMENT, MAJOR					
0140	24-014	SY	61.500	\$165.000	\$10,147.50
PATCH, FULL DEPTH REPAIR					
Section Total:					\$40,935.00
Project Total:					\$40,935.00

Summary

Current Approved Work:	\$40,935.00	Approved Work To Date:	\$1,053,041.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	-\$28,206.05	Retainage To Date:	\$21,060.83
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$69,141.05	Payments To Date:	\$1,031,980.67
Previous Payment:	\$33,272.22	Previous Payments To Date:	\$962,839.62

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Nolan Daft.

Date

Contractor, The Concrete Company

Date



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 24, 2024

RE: Approve Pay Request #9 - Indian Hills Trail & Bridge Design - McClure
- \$5,669.75

SYNOPSIS:

Staff is recommending approval of pay request # 9 to McClure for the work completed to date on the Indian Hills Trail & Bridge Design-McClure-\$5,669.75.

Contract Breakdown:

Original McClure Contract - \$90,600.00.

McClure Contract Amendment # 1 (Additional Construction Administration, Survey Staking and Oversight) \$19,900.00

Total Contract Amount - \$110,500.00

Pay Request # 1: \$20,224.25.

Pay Request # 2: \$21,923.75.

Pay Request # 3: \$36,862.40.

Pay Request # 4: \$11,025.64.

Pay Request # 5: \$563.96.

Pay Request # 6: \$5,394.10

Pay Request # 7: \$2,298.10

Pay Request # 8: \$5,034.75

Pay Request # 9: \$5,669.75

Paid to Date: \$108,996.70

Contract Remaining: \$1503.30

Attachments:

1. Indian Hills trail & Bridge Design-McClure-\$5,669.75



1360 NW 121st Street
Clive, IA 50325

Richard Brown
City of Clive, IA
1900 Northwest 114th Street
Clive, IA 50325

July 01, 2024
Project No: 2023001016-000
Invoice No: 152963
Due Date: July 31, 2024

Project 2023001016-000 Clive - Indian Hills Trail Extension

Professional Services from May 26, 2024 to June 29, 2024

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager I	4.00	185.00	740.00	
Engineer V	1.00	285.00	285.00	
Engineer III	5.50	185.00	1,017.50	
Totals	10.50		2,042.50	
Total Labor				2,042.50
		Total this Task		\$2,042.50
		Total this Phase		\$2,042.50

Phase	700	Survey Services
Task	760	Construction Staking

	Hours	Rate	Amount	
Project Manager I	2.00	185.00	370.00	
Crew Chief	17.00	135.00	2,295.00	
Intern	7.00	75.00	525.00	
Totals	26.00		3,190.00	
Total Labor				3,190.00

Mileage (.90 p/mile)

			126.00
		Total this Task	\$3,316.00
		Total this Phase	\$3,316.00

Phase	850	Project Management and Coordination
Task	851	Project Management

	Hours	Rate	Amount
Project Coordinator	.25	135.00	33.75

Project	2023001016-000	Clive - Indian Hills Trail Extension	Invoice	152963
Engineer III		1.50	185.00	277.50
Totals		1.75		311.25
Total Labor				311.25
			Total this Task	\$311.25
			Total this Phase	\$311.25

	Current	Prior	To-Date
Total Billings	5,669.75	103,326.95	108,996.70
Contract Limit (not-to-exceed)			110,500.00
Contract Limit Remaining			1,503.30
		Total Due this Invoice	<u>\$5,669.75</u>

Outstanding Invoices

Number	Date	Balance
151779	4/24/2024	2,298.10
152510	5/29/2024	5,034.75
Total		7,332.85

APPROVED FOR PAYMENT

BY *HT*

DATE 10/24/24

ACCT # 388-5750-6407

ITEM Indian Hills Trail & Bridge

Pay Request # 9

Project

July 8, 2024



Mr. Richard Brown
Leisure Services Director
City of Clive
1900 NW 114th Street
Clive, IA 50325

RE: Indian Hills Trail
Progress Report No. 9
MEC Project No. 2023001016-000

Dear Mr. Brown:

This is the ninth progress report for the above referenced project and covers work through June 29, 2024. Work related to this project through this period includes construction administration, pile driving log calculations, and construction staking.

We're excited to continue to work with the City of Clive on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colton Hoffmann".

Colton Hoffmann, P.E.
Senior Project Engineer

Enclosures

1360 NW 121st Street, Clive, Iowa 50325

P 515.964.1229 | mcclurevision.com



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 24, 2024

RE: Approve Pay Request #10 (Final) - Indian Hills Trail & Bridge Design - McClure - \$1,388.15

SYNOPSIS:

Staff is recommending approval of final pay request # 10 to McClure for design work completed to date on the Indian Hills Trail & Bridge-McClure-\$1388.15.

Contract Breakdown:

Original McClure Contract - \$90,600.00.

McClure Contract Amendment # 1 (Additional Construction Administration, Survey Staking and Oversight) \$19,900.00

Total Contract Amount - \$110,500.00

Pay Request # 1: \$20,224.25.

Pay Request # 2: \$21,923.75.

Pay Request # 3: \$36,862.40.

Pay Request # 4: \$11,025.64.

Pay Request # 5: \$563.96.

Pay Request # 6: \$5,394.10

Pay Request # 7: \$2,298.10

Pay Request # 8: \$5,034.75

Pay Request # 9: \$5,669.75

Final Pay Request # 10: \$1388.15

Paid to Date: \$110,384.85

Contract Remaining: \$115.15

Attachments:

1. Pay Request#10 & Final,Indian Hills Trail & Bridge-McClure-\$1,388.15



1360 NW 121st Street
Clive, IA 50325

Richard Brown
City of Clive, IA
1900 Northwest 114th Street
Clive, IA 50325

September 04, 2024
Project No: 2023001016-000
Invoice No: 154214
Due Date: October 04, 2024

Project 2023001016-000 Clive - Indian Hills Trail Extension

Professional Services from July 28, 2024 to August 31, 2024

Phase 700 Survey Services

Task 760 Construction Staking

	Hours	Rate	Amount
Crew Chief	6.00	135.00	810.00
Intern	4.00	75.00	300.00
Totals	10.00		1,110.00
Total Labor			1,110.00

Mileage (.90 p/mile)

59.40

Total this Task \$1,169.40

Total this Phase \$1,169.40

Phase 850 Project Management and Coordination

Task 851 Project Management

	Hours	Rate	Amount
Project Coordinator	.25	135.00	33.75
Engineer III	1.00	185.00	185.00
Totals	1.25		218.75
Total Labor			218.75

Total this Task \$218.75

Total this Phase \$218.75

	Current	Prior	To-Date
Total Billings	1,388.15	108,996.70	110,384.85
Contract Limit (not-to-exceed)			110,500.00
Contract Limit Remaining			115.15

Total Due this Invoice \$1,388.15

Outstanding Invoices

Number	Date	Balance
151779	4/24/2024	2,298.10
152510	5/29/2024	5,034.75
152963	7/1/2024	5,669.75
Total		13,002.60

APPROVED FOR PAYMENT

BY OKT

DATE 10/24/24

ACCT # 338-5750-6407

ITEM Indian Hills Trail Bridge Project

Pay Request # 10

Final Payment

September 20, 2024



Mr. Richard Brown
Leisure Services Director
City of Clive
1900 NW 114th Street
Clive, IA 50325

RE: Indian Hills Trail
Progress Report No. 10
MEC Project No. 2023001016-000

Dear Mr. Brown:

This is the tenth and final progress report for the above referenced project and covers work through August 31, 2024. Work related to this project through this period includes construction administration and construction staking. Construction of the project has been completed, except for native seeding. There are no other anticipated items for McClure to complete on this project per our agreement, so this will be the last invoice on the project.

We have enjoyed working with the City of Clive on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Colton Hoffmann, P.E.
Senior Project Engineer

Enclosures

1360 NW 121st Street, Clive, Iowa 50325
P 515.964.1229 | mcclurevision.com



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 24, 2024

RE: Approve Capital Equipment Purchase - Kubota Tractor - Capital City Equipment - \$66,240.03

SYNOPSIS:

Included in the 2024-2025 fiscal year Capital Equipment budget are funds of \$70,547.00 to replace unit # 472 Kubota Tractor & Loader.

Capital City Equipment has provided us with the government state bid price quote of \$66,240.03 for a Kubota L6060HSTC Tractor & Loader. This equipment will be used to assist parks staff in various duties which include snow removal, park, and trail maintenance.

The purchase of this equipment is \$4306.97 under the budget amount and does not account for the used tractor & loader that will be sold at auction on Gov.deals.

Staff recommends City Council approval for the purchase of this tractor and loader.

Attachments:

1. Capital City Equipment-Kubota Tractor L6060 \$66,240.03



Capital City Kubota

Quote Page 1 of
Quote Number: 760891
Effective Date: 10/15/2024
Valid Through: 10/31/2024

Ship To

Kubota Dealer

Bill To

City of Clive
Jeff Thielen
1900 NW 114TH ST
Clive, IA 50325
: (515) 490-2136

Capital City Kubota
5611 NW 2nd Street
Des Moines, IA 50313
Jake Handlos
Phone: 5152014326
Email: jakeh@cceciowa.com

City of Clive
Jeff Thielen
IA
: (515) 490-2136

L6060HSTC - L6060 - 4WD HST TRACTOR W/CAB



Description	Manufacturer	Model #	Qty	MSRP	Price Each	Total
L6060 - 4WD HST TRACTOR W/CAB	Kubota	L6060HSTC	1	\$54,304.00	\$53,000.00	\$53,000.00
R-TIRE 44x18-20 R3 Titan MultiTrac 8stud		ALR6802	2	\$1,041.00	\$1,040.00	\$2,080.00
F-TIRE 29x12.50-15 R3 Titan Turf PNF		ALR8708	2	\$386.00	\$385.00	\$770.00
REMOTE HYD CONTROL / E36 CAB		L8396	1	\$739.00	\$739.00	\$739.00
DOUBLE ACTING VALVE /E30		L8308	1	\$303.00	\$300.00	\$300.00
2ND VALVE LEVER KIT/ E36 ROPS & CAB		L8393	1	\$399.00	\$399.00	\$399.00
DOUBLE ACTING VALVE /E30		L8308	1	\$303.00	\$300.00	\$300.00
3RD VALVE LEVER KIT / E36 ROPS & CAB		L8394	1	\$399.00	\$399.00	\$399.00
FLOAT DETENT VALVE /E30		L8309	1	\$381.00	\$380.00	\$380.00
FRONT LDR /L4760/L5060/L5460/L6060	Kubota	LA1055	1	\$6,514.00	\$6,500.00	\$6,500.00
QUICK ATTACH 72" MATERIAL BUCKET	Kubota	L2236	1	\$817.00	\$810.00	\$810.00
CCV HEATER KIT /L5060/5460/6060-CAB PNF	Kubota	L3184	1	\$625.00	\$620.00	\$620.00
REAR WIPER KIT	Kubota	L8364	1	\$181.00	\$180.00	\$180.00
REAR DEFOGGER KIT / E36 CAB	Kubota	L8340	1	\$355.00	\$355.00	\$355.00
HIGH CAPACITY ALTERNATOR KIT PNF	Kubota	L5534	1	\$585.00	\$585.00	\$585.00
REAR WORK LIGHT (CAB)	Kubota	L8333	1	\$166.00	\$166.00	\$166.00
QUARTER WINDOW DEFOGGER KIT	Kubota	L8381	1	\$388.00	\$385.00	\$385.00
AIR RIDE SEAT	Kubota	L6026	1	\$1,103.00	\$1,100.00	\$1,100.00

Eligible Government Agencies: Federal, State, County and Local Municipality/Government Agencies Accredited Public & Private Schools Non-profit Organizations

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.



Capital City Kubota

Quote Page 2 of
Quote Number: 760891
Effective Date: 10/15/2024
Valid Through: 10/31/2024

Cash Details

Equipment Total	\$69,068.00
Block Heater	\$150.00
Radio	\$265.00
DSB-2024-036 Government Discount	-\$3,242.97
Cash Sale Price	\$66,240.03

Eligible Government Agencies: Federal, State, County and Local Municipality/Government Agencies Accredited Public & Private Schools Non-profit Organizations

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.



L Series

L6060HSTC

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403CRTE4GL4/GL5
Tier IV Engine
Common Rail Direct Injection
w/ DPF and EGR
Turbo Charged
4 Cyl., 148.5 cu. in.
^ 60.0 Net Eng. HP
^ 53.0 PTO HP
@ 2600 Eng. rpm
12V 45Amp - 582CCA
Radial Air Flow Cooling
Dual Air Cleaner Element

HYDRAULICS

Open Center
Tandem Pump Gear Type
4.7 gpm Power Steering
9.4 gpm Remote/3 Pt. Hitch
14.1 gpm Total Hyd. Flow
Category I 3-Pt. Hitch
Lift Capacity —
At lift Point 3858 lbs.
24" Behind 2976 lbs.
Position Control

FRONT AXLE

Hydrostatic Power Steering
Cast iron 4WD front axle
Tread Spacing — Non-adjustable
Bevel Gear drive

DRIVE TRAIN

HST PLUS
3 Forward Speeds / 3 Reverse
Speeds
High-Med-Low
Mech. Wet Disc Brakes
Differential Lock
Cruise Control

FLUID CAPACITY

Fuel Tank 13.5 gal.
Cooling System 8.7 qts.
Crankcase 9.9 qts
Transmission and
Hydraulics 11.9 gal.
Front Axle Differential 9.5 qts.

^ Manufacturer Estimate

POWER TAKE OFF

1 Speed Rear Live — HYD. IND.
540 rpm @ 2550 Eng. rpm
SAE 1-3/8 6 Splines
Electric over Hydraulic PTO Switch

DIMENSIONS

Overall Height w/ROPS 98.0"
Overall Length w/3pt. 135.0"
Wheel Base 75.4"
Crop Clearance 16.7"

STANDARD EQUIPMENT

ROPS Certified Cab w/Retractable
Seat Belt
Highback Adj. Swivel Seat w/ Deluxe
Suspension w/Arm Rests
Safety Start Switches
Operator Presence Control System
Parking Brakes
Flat Deck w/Hanging Pedals
Electric Key Shut-off
2 Front Work Lights
Tilt Steering
Wide Anti-Slip Step
ISO Mounted Platform
Turn Signals / Hazard Flashers
SMV Sign
Operator Presence Control System
Telescoping Lower Links
2 Tier Halogen Head Lights
4 Position Loader Valve
One Piece Metal Hood
12V Outlet and Cup Holder
Front Wiper w/ asher
60 Amp Alternator
Interior Light
AC/Heater with Internal/External
Ventilation
Speakers and Radio Wired
Horn

IntelliPanel™

Lighted Communications Symbols
Standard Tachometer
Digital Read for Speed, MPH, PTO
speeds, diagnostics system and
DPF system
Warning Symbols



Orange Protection

It is a true Kubota warranty - an extension of the basic warranty. Backed by the manufacturer.

There is no deductible.

Orange Protection can be financed with the sale of the machine.

Repairs are performed by an Authorized Kubota dealer who will use genuine Kubota parts.

Orange Protection is transferable.

You get comprehensive machine coverage which means peace of mind and protection on your investment.

KTAC

Benefits of a Term Policy through KTAC*:

1. Meets the insurance requirement for Kubota Credit Corporation, U.S.A
2. Original Sales Price Protection for the first 60 months (plus taxes and fees)
3. Locked in rate for the term of the contract
4. Premium included with retail contract payment
5. Low \$250 deductible per occurrence
6. Dedicated claims service

*This is a summary of the Kubota-Endorsed Property Damage Insurance. This information is not a complete description of all terms, conditions, and exclusions applicable. Actual coverage is subject to the language of the policy issued. This policy is underwritten and issued by Ohio Indemnity Company. Policy is offered and valid only to residents located in the fifty states of the United States of America. Policy is not available for U.S. districts and territories, Canada, or Mexico.



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: October 24, 2024

RE: Resolution Approving Purchase Agreement - 7835 Drake Street - \$274,000.00

SYNOPSIS:

As directed through the approval of the University Boulevard Neighborhood Flood Mitigation Plan, staff have negotiated a purchase agreement with the property owner at 7835 Drake Street. Debra Forrest has accepted a buyout at the purchase price of \$274,000. The purchase price is based on the appraised value of the property, consistent with the City's previously approved buyout acquisition policy.

Please feel free to contact me at 515-223-6221 or at dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information.

Attachments:

1. Resolution Authorizing Acquisition
2. Purchase Agreement
3. Buyout_Exhibit_10152024

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY
LOCATED AT 7835 DRAKE STREET, CLIVE, IOWA

WHEREAS, the City of Clive has determined that it is in the best interest of the City to acquire the property located at 7835 Drake Street in the City of Clive, Iowa (the “Property”) in order to protect the public from the increasing flood risks associated with Walnut Creek and its tributaries; and,

WHEREAS, the City has extended a Purchase Agreement (the “Offer”) to Debra Forrest, the owners of the Property (“Owner”), which the Owner has accepted.

NOW, THEREFORE, be it resolved by the City Council of the City of Clive, Iowa:

That, the acquisition of the Property pursuant to the terms of the Purchase Agreement is hereby approved by the Clive City Council, and the Mayor and City Manager are authorized to execute, on behalf of the City of Clive, such documents as are necessary and appropriate to effectuate the purchase of the Property pursuant to the Offer, including, without limitation, any agreements, deeds, closing statements, certificates or similar documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October 24, 2024, (the "Effective Date") by and between the City of Clive, Iowa, an Iowa municipality ("Buyer") and Debra K. Forrest, a single person ("Seller").

RECITALS:

A. Seller is the owner of certain real estate described on Exhibit "A" attached hereto together with any and all buildings and other improvements thereon, and all rights, easements and appurtenances thereto (collectively, referred to as the "Property"); and

B. Buyer has notified Seller that Seller is not required to sell Property and such transaction is voluntary, and that the Seller is not entitled to relocation benefits which are available to property owners who must sell their properties involuntarily.

C. Buyer desires to buy and Seller desires to sell the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. PURCHASE AND SALE. In accordance with and subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property. The purchase price for the Property shall be Two Hundred Seventy-Four Thousand Dollars and Zero Hundredths (\$274,000.00) (the "Purchase Price") subject to credits, debits and adjustments, as hereinafter provided, and subject to all the terms and conditions herein contained and with the entire Purchase Price (with such debits, credits and adjustments) to be paid by Buyer to Seller at Closing (as hereinafter defined) by wire transfer, or by certified or cashier's check.

2. REAL ESTATE TAXES.

A. Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. Seller shall pay Seller's prorated share, based upon the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs (i.e., the fiscal year ending June 30, 2025) and payable in the subsequent fiscal year (i.e., the fiscal year commencing July 1, 2025). Buyer shall be given a credit for such proration at Closing based upon the then last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually

be applicable as shown by the records of the county assessor on the date of possession.

C. Buyer shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. Seller shall pay (i) all installments of special assessments that are a lien on the Property as of the Closing Date and (ii) all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing, shall be paid by Seller. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. Buyer shall pay all other special assessments.

4. MISCELLANEOUS EXPENSES. Seller shall pay the following costs at Closing: (i) all real estate transfer taxes; (ii) real estate taxes to the county treasurer as provided in Section 2(A) above and prorated real estate taxes to Buyer as provided in Section 2(B) above; (iii) all special assessments as provided in Section 3 above; (iv) Seller's attorney's fees; (v) the cost of recording the release of any existing mortgage and the cost of recording any other document necessary to make title to the Property marketable; (vi) abstracting fees as provided in Section 9; and (vii) such other expenses as are normally paid by a seller under local custom. Buyer shall pay the following costs at Closing: (i) the cost of recording the general warranty deed for the Property and any loan documents related to financing arranged by Buyer; (ii) Buyer's attorney's fees; and (iii) such other expenses as are normally paid by a Buyer under local custom.

5. CONDITION TO CLOSING. Buyer's obligation to purchase the Property is conditioned upon the City Council of the City of Clive approving the purchase of the Property on the terms and conditions set forth in this Agreement.

6. RISK OF LOSS AND INSURANCE. Intentionally omitted.

7. POSSESSION AND CLOSING. The closing of the purchase of the Property (the "Closing") shall take place on a date mutually agreeable to the parties, but in no event later than November 20, 2024, (the "Closing Date") unless otherwise agreed by the parties in writing. Any adjustments of rent, insurance, taxes, interest and all charges attributable to Seller's possession shall be made as of the Closing Date. Seller agrees to permit Buyer to inspect the Property within forty-eight (48) hours prior to the Closing Date to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the Closing Date, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of all conveyance documents and receipt of all funds then due at Closing from Buyer under the Agreement.

8. ABSTRACT AND TITLE. Seller, at Seller's expense, shall obtain an abstract of title to the Property continued through a date not earlier than thirty (30) days prior to the date of this Agreement, and deliver it to Buyer's attorney for examination no later than ten (10) days from the Effective Date. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly cure any defects in title to the Property. In the event Seller

cannot cure all defects in title to the Property within thirty (30) days from Seller's counsel's receipt of the title opinion, either party may terminate this Agreement by giving written notice of termination to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof. If the survey shows an encroachment on the Property, the encroachment shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller represents and warrants to Buyer that to the best of Seller's knowledge and belief (i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, (ii) at no time during the period that Seller has owned the Property has there been any underground storage tanks or above-ground storage tanks located on the Property, and (iii) the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation requiring remediation under current governmental standards. Seller further represents and warrants to Buyer that (i) Seller has not done anything to contaminate the Property with hazardous wastes or substances, (ii) that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks and (iii) there is no private sewage disposal system located on the Property that serves the Property. At the Closing, if required under Iowa Code section 558.69, Seller shall execute and deliver to Buyer a properly executed groundwater hazard statement. If no groundwater hazard statement is required, the statement required under Iowa Code section 558.69(8A) shall be added to the deed.

B. Buyer may, at its expense on or before the Closing Date, conduct such tests and studies of the Property, including, but not limited to, environmental-related tests and studies, and obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller.

11. DEED; AUTHORIZATION. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by general warranty deed, free and clear of all liens, restrictions, and encumbrances, except as expressly provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed, excepting liens or encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, as of the date of this Agreement, holds title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Seller,

then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of the death of any Seller, agrees to pay any balance of the Purchase Price due Seller under this Agreement to the surviving Seller and to accept a deed from the surviving Seller.

13. USE OF PURCHASE PRICE. At time of Closing, the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon court approval unless declared unnecessary by Buyer's attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved, either party may declare this Agreement null and void, or all payments made hereunder, if any, shall be returned to Buyer.

15. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit this Agreement as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited.

B. If Seller fails to timely perform Seller's obligations under this Agreement (i) Buyer has the right to terminate this Agreement by delivering written notice to Seller and, in such event, Seller shall return to Buyer, within three (3) days following the receipt by Seller of such termination notice, all payments previously made by Buyer to Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed given: (i) when personally delivered; (ii) three (3) days after deposit in the United States registered or certified mail, postage prepaid; or (iii) when sent by Federal Express or similar nationally recognized overnight courier service. For purposes of notice, the addresses of the parties shall be as set forth below their signatures, provided that a party may change its address for notices by giving written notice of such change to the other party in accordance with this provision.

17. CERTIFICATION. Buyer and Seller each certifies that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks,

liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

18. **GENERAL PROVISIONS.** In the performance of each provision of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement and the representations, warranties and covenants of the parties shall apply to and bind the successors in interest and assigns of the parties. This Agreement, including, but not limited to, the representations and warranties and covenants of the parties in this Agreement, shall survive the Closing and the delivery of the general warranty deed. Section headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire agreement of the parties hereto with respect to the subject matters hereof and supersedes any and all prior agreements, arrangements and undertakings of the parties, hereto with respect to the subject matters hereof and shall not be amended except by a written instrument duly signed by Seller and Buyer. This Agreement shall be construed and interpreted according to the laws of the State of Iowa, without reference to conflicts of law principles. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be severed from this Agreement and the remaining portions hereof shall continue in full force and effect pursuant to their terms. This Agreement shall not be assigned by operation of law or otherwise, provided, however Buyer may assign its rights hereunder to any lender providing financing for this transaction.

19. **ATTORNEY'S FEES.** If either Seller or Buyer commences any action or proceeding against the other party arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement without fault of the defending party, then as between Seller and Buyer, the prevailing party in any such action or proceeding, as determined by the court in such action, shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court.

20. **COUNTERPARTS.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **REAL ESTATE AGENT OR BROKER.** The Seller has used the service of a real estate agent or broker in connection with this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless from any claim by any real estate agent or broker arising out of or related to this transaction between Seller and Buyer.

22. **LEASES.** Seller shall terminate all leases on the Property with the effective date of the termination being no later than the Closing Date.

23. **LEASE BETWEEN BUYER AND SELLER.** As of the Closing Date, Seller, as tenant, and Buyer, as landlord, shall enter into a Real Estate Lease for the Property in the form

attached to this Agreement as Exhibit “B” (the “Lease”).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“Buyer”

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

Phone: 515-223-6221

“Seller”

Debra K. Forrest

Address: 7835 Drake Street, Clive, Iowa 50325

Phone: _____

EXHIBIT A

PROPERTY

Lot 13 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

Exhibit B

REAL ESTATE LEASE

This Real Estate Lease ("**Lease**") is made and entered into as of _____, 2024 (the "**Effective Date**"), by and between Debra K. Forrest ("**Tenant**"), and City of Clive, Iowa ("**Landlord**").

RECITALS

- A. Landlord and Tenant entered into a Real Estate Purchase Agreement dated as of October 24, 2024, (the "**Agreement**") whereby Tenant agreed to sell to Landlord and Landlord agreed to purchase from Tenant the real property described on Exhibit A to the Agreement (the "**Property**");
- B. WHEREAS, closing on the purchase and sale of the Property as set forth in the Agreement occurred on the Effective Date;
- C. WHEREAS, as part of the Agreement, Landlord agreed to lease to Tenant the Premises as described in Section 1 of this Lease; and
- D. WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises (as defined herein) in accordance with the terms of this Lease.

Now, therefore, in consideration of the rents herein reserved and of the covenants, agreements and conditions herein contained, Landlord hereby leases the Premises, as hereinafter defined, to Tenant and Tenant hereby leases the Premises from Landlord, upon the following terms and conditions:

1. LEASED PREMISES. The leased premises shall be the building located on the real property described in Exhibit A attached hereto (the "**Real Estate**"), including ingress and egress thereto over and across the real property described in Exhibit A (the "**Premises**").

2. TERM. The term of this Lease shall commence on the Effective Date (the "**Commencement Date**"), and, unless earlier terminated as provided herein, shall continue until August 30, 2025 (the "**Term**"). Notwithstanding the foregoing or anything in this Lease to the contrary or appearing to the contrary, in the event of damage to the Premises that will cost more than ONE DOLLAR (\$1.00) to repair, either party may terminate this Lease by giving written notice to the other party, and in such event this Lease shall terminate effective as of the date that is ten (10) days following the date of such written notice.

3. RENT. Rent for the Premises for the Term shall be \$1.00.

4. USE. Tenant agrees not to use or permit the Premises to be used for any purpose other than as a residence. Tenant shall not use the Premises in such a manner as to create a nuisance.

5. UTILITIES. Tenant shall provide utilities to the Premises. Tenant shall be solely responsible, at Tenant's sole expense, for all utility bills, if any, applicable to Tenant's use of the Premises. Landlord shall not be required to provide equipment to heat or cool the Premises. Landlord shall not be liable for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

6. MAINTENANCE AND ALTERATIONS.

A. Tenant agrees that during the Term it shall, at its expense, maintain the exterior of the Premises in at least as good order, repair and condition as the Premises was in on the date hereof ordinary wear and tear excepted. Tenant shall be responsible for any damage to the exterior of the Premises caused by Tenant. Except as provided in "C" immediately below, Tenant shall not make any improvements, additions, alterations, modifications, changes replacements, or substitutions to the Premises, without the prior written consent of Landlord. Tenant, at Tenant's expense, shall be responsible for ice and snow removal and mowing on the Premises. Notwithstanding the foregoing or anything in this Lease to the contrary, if the Iowa Uniform Residential Landlord and Tenant Act requires Landlord to perform any such maintenance and repairs, Landlord shall do so.

B. Tenant agrees that the condition of the Premises is, on the Commencement Date, acceptable to Tenant.

C. Notwithstanding anything in the Lease to the contrary, during the Term, Tenant may salvage any and all interior and exterior parts of the home, including but not limited to, appliances, heating and cooling equipment, plumbing and electrical fixtures and equipment, cabinetry and trim, interior doors, flooring, window furnishing and the like and the Premises, including but not limited to, mailbox, flag pole, light post, landscaping, swing set, exterior security system and the like, provided that the structure of the home, as applicable, remains structurally sound and weather tight and the Premises can be reasonably maintained and in compliance will all property maintenance requirements of the City. Any such salvage activities shall be at Tenant's sole risk and expense.

7. COMPLIANCE WITH LAWS. Tenant shall comply with all with all ordinances of the municipality in which the Premises are located, or the laws, rules and regulations of the United States of America and the State of Iowa relating to the handling, storage, use, disposal and release of any substances or materials regulated by any local, state or federal environmental laws.

8. LIENS. Tenant shall not (i) grant any lien or any mortgage or security interest in the Property or (ii) suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed or to exist against the Property, or Tenant's interest in the Property, by reason of work, services or materials supplied or claimed to have been supplied to or at the request of Tenant. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any

improvements, alterations or repairs of or to the Property or the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's, mechanics' or other lien against the Property. If any such lien should, at any time, be filed, Tenant shall cause the same to be discharged of record within thirty (30) days after date of filing the same or, if Tenant in good faith determines that such liens should be contested, Tenant shall furnish such security, by surety bond or otherwise, as is prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by posting a bond and, in such event, Tenant shall pay to Landlord all amounts paid by Landlord for any of the foregoing purposes, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, including, but not limited to, reasonable attorney's fees. Breach of this section by Tenant shall be an event of default hereunder. If Landlord pays any such cost for Tenant, such sum shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

9. INDEMNITY. Tenant agrees to protect, defend, indemnify and hold harmless Landlord and Landlord's employees and agents, against any claim, liability, loss or expense (including, but not limited to, reasonable attorneys' fees) arising, directly or indirectly, from the use of the Premises by Tenant during the Term, or any act or omission of Tenant, its agents, employees, invitees, or contractors in or relating to the Premises, but only to the extent that such claim, liability, loss or expense is not a result of any breach of Landlord's obligations, representations or warranties set forth in this Lease or the Agreement.

10. ENTRY BY LANDLORD. Landlord, or Landlord's agents, at reasonable hours, may enter the Premises to inspect the same or for the purpose of making repairs to the Premises, in the event Tenant fails to timely make required repairs. Landlord shall not be liable or responsible to Tenant for any loss or damage sustained by Tenant arising out of the repair of the Premises by Landlord pursuant to the foregoing provisions.

11. TENANT DEFAULT

A. Each of the following events shall constitute an event of Tenant's default under this Lease ("**Event of Tenant Default**"):

(i) If Tenant shall, at any time, fail to pay any amount payable by Tenant to Landlord pursuant to this Lease when due and such non-payment is not cured within ten (10) days after the date of receipt of written notice from Landlord to Tenant designating such nonpayment; or

(ii) If Tenant shall fail to comply with or shall breach any of the warranties or covenants of Tenant under this Lease (other than the payment of rent or other payment obligations) and such non-compliance is not cured within

fifteen (15) days after the date of receipt of written notice from Landlord to Tenant designating such non-compliance or breach.

B. Upon the occurrence of any of the foregoing Events of Tenant Default, Landlord, at Landlord's election, shall have the right, in addition to any other remedy or remedies now or hereafter available to Landlord at law or in equity, terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Landlord may, without prejudice to any other remedy that it may have, after terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person, who may be occupying the Premises or any part thereof, by force, if necessary, without being liable for prosecution of any claim of damages therefor.

Pursuit of any of the foregoing remedies by Landlord shall not preclude Landlord's pursuit of any of the other remedies herein provided for or any other remedies available to Landlord at law or in equity, nor shall pursuit of any remedy herein provided constitute forfeiture or waiver of any rent due Landlord hereunder or of any damages occurring to Landlord by reason of any Event of Tenant Default under this Lease. Forbearance by Landlord to enforce one or more of the remedies herein provided for upon an Event of Tenant Default shall not be deemed or construed to constitute a waiver of such default.

C. If Tenant fails to timely perform its obligations under the terms of this Lease, Landlord shall, in addition to all other rights and remedies available to Landlord, have the right to perform the covenant or condition that gave rise to such default if such default can be cured solely by the payment of money, and any amount advanced by Landlord shall be paid by Tenant to Landlord, on demand.

D. No delay by Landlord in exercising any right or remedy provided herein or otherwise afforded by law or in equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Landlord of any particular provisions of this Lease shall be deemed effective unless in writing signed by Landlord. All rights and remedies provided for herein that Landlord may otherwise have, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successfully in order whatsoever, and as often as the occasion therefore arises, but always subject to the limitations above set forth.

12. LANDLORD DEFAULT.

A. Each of the following events shall constitute an event of Landlord's default under this Lease ("**Event of Landlord Default**"): If Landlord shall fail to comply with or shall breach any of the warranties or covenants of Landlord under this Lease and such non-compliance is not cured within fifteen (15) days after the date of receipt of written notice from Tenant to Landlord designating such non-compliance or breach.

B. Upon the occurrence of any of Event of Landlord Default, Tenant, at Tenant's election, shall have the right to terminate this Lease. Termination of this Lease shall be Tenant's sole remedy for an Event of Landlord Default.

13. EXPIRATION. At the expiration of the Term or upon termination of this Lease pursuant to any provision of this Lease, Tenant agrees to surrender possession of the Premises to Landlord without further notice to quit, and in as good repair and condition as the same is now or may hereafter be placed, reasonable wear and tear and insured casualty excepted.

14. NO WAIVER. No waiver of the breach of any of the terms or conditions of this Lease shall constitute a waiver of any other or succeeding breach of the same or other provision of this Lease.

15. NOTICES. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or, if sent by overnight courier, one (1) business day after it is sent, or three (3) days after such notice is deposited in the United States mail, postage prepaid, sent certified or registered, return receipt requested, to the addresses set forth underneath the signatures of the parties or to such other address or person as hereinafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

16. HOLDING OVER. If Tenant remains in possession of the Premises after the expiration of the Term of this Lease without obtaining Landlord's written consent and without the execution of a new lease, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and Tenant shall be subject to immediate eviction and removal. Tenant shall not interpose any counterclaim or counterclaim in a summary proceeding or other action based on a holdover, other than any claims or counterclaims based upon any offsets or credit permitted by this Lease or any mandatory counterclaims.

17. BINDING. The terms, provisions, warranties and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, assigns, successors in interest and legal representatives, except as otherwise herein expressly provided.

18. TIME IS ESSENCE. Time is of the essence in this Lease.

19. APPLICABLE LAW. The laws of the State of Iowa shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

20. ENTIRE AGREEMENT. This Lease contains an entire agreement between the parties thereto with respect to the subject matter hereof; and no agreement, representation or inducement applicable to this Lease shall be effective to change, modify or terminate this Lease in whole or in part, unless in writing and signed by the parties to be charged therewith. All prior conversations or writings between the parties hereto or their representatives related to the subject matters of this Lease are merged into and extinguished by execution of this Lease.

21. SURVIVAL OF WARRANTIES AND COVENANTS. Except as specifically provided otherwise in this Lease, the warranties and covenants of the parties herein shall survive the expiration or termination of this Lease.

22. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord.

23. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies Landlord and Tenant waive all rights of recovery against each other.

B. ACTS BY TENANT. Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the Premises.

C. INCREASED RISKS OR HAZARDS. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said Premises due to increased risks or hazards resulting from Tenant's use of the Premises otherwise than as herein contemplated and agreed.

D. PROVISION OF LEASE TO INSURERS. Landlord and Tenant shall each provide a copy of this Lease to their respective insurers.

24. LIABILITY FOR DAMAGE. Tenant shall be liable to Landlord for all damage to the Premises negligently, recklessly or intentionally caused by Tenant (or their agents, employees or invitees).

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease, in multiple copies, each of which shall be deemed to be an original, on the day and year first above written.

"Landlord"

CITY OF CLIVE, IOWA

By: _____
Matt McQuillen, City Manager

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

"Tenant"

Debra K. Forrest

EXHIBIT A

7835 Drake Street

Real Property on which Premises is located:

Lot 13 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

FLOOD PRONE PROPERTY BUYOUT PROGRAM

7835 Drake Street (Forrest)

7825 Drake Street (Bunce)

Acquired/Demo'd (yellow)

- 1275 NW 75th Street
- 1300 NW 78th Street
- 1312 NW 78th Street
- 1355 NW 78th Street
- 1360 NW 78th Street
- 1280 NW 78th Street
- 1270 NW 75th Street
- 7811 University
- 7827 University
- 1260 NW 78th Street
- 1301 NW 78th Street
- 1300 NW 75th Street
- 1325 NW 78th Street
- 1340 NW 78th Street
- 1320 NW 78th Street
- 1371 NW 78th Street
- 7975 University

Acquired/Not Yet Demo'd (orange)

- 1444 NW 80th Street
- 7845 Drake Street
- 1431 NW 78th Street
- 1393 NW 78th Street



Legend

- Acquisition Area
- Parcels
- Regulatory Floodplain
- Pre-FIRM Parcels
- Homes with Basements

Inundation Potential at First Floor

2' to 4'	6' to 8'
4' to 6'	8'+



As of March 2024



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: October 24, 2024

RE: Resolution Approving Purchase Agreement - 7825 Drake Street - \$246,000.00

SYNOPSIS:

As directed through the approval of the University Boulevard Neighborhood Flood Mitigation Plan, staff have negotiated a purchase agreement with the property owner at 7835 Drake Street. Debra Forrest has accepted a buyout at the purchase price of \$246,000. The purchase price is based on the appraised value of the property, consistent with the City's previously approved buyout acquisition policy.

Please feel free to contact me at 515-223-6221 or at dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information.

Attachments:

1. Resolution Authorizing Acquisition
2. Purchase Agreement
3. Buyout_Exhibit_10152024

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY
LOCATED AT 7825 DRAKE STREET, CLIVE, IOWA

WHEREAS, the City of Clive has determined that it is in the best interest of the City to acquire the property located at 7825 Drake Street in the City of Clive, Iowa (the “Property”) in order to protect the public from the increasing flood risks associated with Walnut Creek and its tributaries; and,

WHEREAS, the City has extended a Purchase Agreement (the “Offer”) to Stephen and Kyle Bunce, the owners of the Property (“Owner”), which the Owners have accepted.

NOW, THEREFORE, be it resolved by the City Council of the City of Clive, Iowa:

That, the acquisition of the Property pursuant to the terms of the Purchase Agreement is hereby approved by the Clive City Council, and the Mayor and City Manager are authorized to execute, on behalf of the City of Clive, such documents as are necessary and appropriate to effectuate the purchase of the Property pursuant to the Offer, including, without limitation, any agreements, deeds, closing statements, certificates or similar documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2024 (the "Effective Date") by and between the City of Clive, Iowa, an Iowa municipality ("Buyer") and Stephen C. Bunce and Kyle A. Bunce, a married couple, as joint tenants with full rights of survivorship and not as tenants in common ("Seller").

RECITALS:

A. Seller is the owner of certain real estate described on Exhibit "A" attached hereto together with any and all buildings and other improvements thereon, and all rights, easements and appurtenances thereto (collectively, referred to as the "Property"); and

B. Buyer has notified Seller that Seller is not required to sell Property and such transaction is voluntary, and that the Seller is not entitled to relocation benefits which are available to property owners who must sell their properties involuntarily.

C. Buyer desires to buy and Seller desires to sell the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. PURCHASE AND SALE. In accordance with and subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property. The purchase price for the Property shall be Two Hundred Forty-Six Thousand Dollars and Zero Hundredths (\$246,000.00) (the "Purchase Price") subject to credits, debits and adjustments, as hereinafter provided, and subject to all the terms and conditions herein contained and with the entire Purchase Price (with such debits, credits and adjustments) to be paid by Buyer to Seller at Closing (as hereinafter defined) by wire transfer, or by certified or cashier's check.

2. REAL ESTATE TAXES.

A. Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. Seller shall pay Seller's prorated share, based upon the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs (i.e., the fiscal year ending June 30, 2025) and payable in the subsequent fiscal year (i.e., the fiscal year commencing July 1, 2025). Buyer shall be given a credit for such proration at Closing based upon the then last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage

rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the records of the county assessor on the date of possession.

C. Buyer shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. Seller shall pay (i) all installments of special assessments that are a lien on the Property as of the Closing Date and (ii) all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing, shall be paid by Seller. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. Buyer shall pay all other special assessments.

4. MISCELLANEOUS EXPENSES. Seller shall pay the following costs at Closing: (i) all real estate transfer taxes; (ii) real estate taxes to the county treasurer as provided in Section 2(A) above and prorated real estate taxes to Buyer as provided in Section 2(B) above; (iii) all special assessments as provided in Section 3 above; (iv) Seller's attorney's fees; (v) the cost of recording the release of any existing mortgage and the cost of recording any other document necessary to make title to the Property marketable; (vi) abstracting fees as provided in Section 9; and (vii) such other expenses as are normally paid by a seller under local custom. Buyer shall pay the following costs at Closing: (i) the cost of recording the general warranty deed for the Property and any loan documents related to financing arranged by Buyer; (ii) Buyer's attorney's fees; and (iii) such other expenses as are normally paid by a Buyer under local custom.

5. CONDITION TO CLOSING. Buyer's obligation to purchase the Property is conditioned upon the City Council of the City of Clive approving the purchase of the Property on the terms and conditions set forth in this Agreement.

6. RISK OF LOSS AND INSURANCE. Intentionally omitted.

7. POSSESSION AND CLOSING. The closing of the purchase of the Property (the "Closing") shall take place on a date mutually agreeable to the parties, but in no event later than _____, 2024, (the "Closing Date") unless otherwise agreed by the parties in writing. Any adjustments of rent, insurance, taxes, interest and all charges attributable to Seller's possession shall be made as of the Closing Date. Seller agrees to permit Buyer to inspect the Property within forty-eight (48) hours prior to the Closing Date to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the Closing Date, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of all conveyance documents and receipt of all funds then due at Closing from Buyer under the Agreement.

8. ABSTRACT AND TITLE. Seller, at Seller's expense, shall obtain an abstract of title to the Property continued through a date not earlier than thirty (30) days prior to the date of this Agreement, and deliver it to Buyer's attorney for examination no later than ten (10) days from the Effective Date. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. Seller shall make

every reasonable effort to promptly cure any defects in title to the Property. In the event Seller cannot cure all defects in title to the Property within thirty (30) days from Seller's counsel's receipt of the title opinion, either party may terminate this Agreement by giving written notice of termination to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof. If the survey shows an encroachment on the Property, the encroachment shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller represents and warrants to Buyer that to the best of Seller's knowledge and belief (i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, (ii) at no time during the period that Seller has owned the Property has there been any underground storage tanks or above-ground storage tanks located on the Property, and (iii) the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation requiring remediation under current governmental standards. Seller further represents and warrants to Buyer that (i) Seller has not done anything to contaminate the Property with hazardous wastes or substances, (ii) that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks and (iii) there is no private sewage disposal system located on the Property that serves the Property. At the Closing, if required under Iowa Code section 558.69, Seller shall execute and deliver to Buyer a properly executed groundwater hazard statement. If no groundwater hazard statement is required, the statement required under Iowa Code section 558.69(8A) shall be added to the deed.

B. Buyer may, at its expense on or before the Closing Date, conduct such tests and studies of the Property, including, but not limited to, environmental-related tests and studies, and obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller.

11. DEED; AUTHORIZATION. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by general warranty deed, free and clear of all liens, restrictions, and encumbrances, except as expressly provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed, excepting liens or encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, as of the date of this Agreement, holds title to the Property in joint tenancy with full right of

survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of the death of any Seller, agrees to pay any balance of the Purchase Price due Seller under this Agreement to the surviving Seller and to accept a deed from the surviving Seller.

13. USE OF PURCHASE PRICE. At time of Closing, the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon court approval unless declared unnecessary by Buyer's attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved, either party may declare this Agreement null and void, or all payments made hereunder, if any, shall be returned to Buyer.

15. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit this Agreement as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited.

B. If Seller fails to timely perform Seller's obligations under this Agreement (i) Buyer has the right to terminate this Agreement by delivering written notice to Seller and, in such event, Seller shall return to Buyer, within three (3) days following the receipt by Seller of such termination notice, all payments previously made by Buyer to Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed given: (i) when personally delivered; (ii) three (3) days after deposit in the United States registered or certified mail, postage prepaid; or (iii) when sent by Federal Express or similar nationally recognized overnight courier service. For purposes of notice, the addresses of the parties shall be as set forth below their signatures, provided that a party may change its address for notices by giving written notice of such change to the other party in accordance with this provision.

17. CERTIFICATION. Buyer and Seller each certifies that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees to defend, indemnify

and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

18. **GENERAL PROVISIONS.** In the performance of each provision of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement and the representations, warranties and covenants of the parties shall apply to and bind the successors in interest and assigns of the parties. This Agreement, including, but not limited to, the representations and warranties and covenants of the parties in this Agreement, shall survive the Closing and the delivery of the general warranty deed. Section headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire agreement of the parties hereto with respect to the subject matters hereof and supersedes any and all prior agreements, arrangements and undertakings of the parties, hereto with respect to the subject matters hereof and shall not be amended except by a written instrument duly signed by Seller and Buyer. This Agreement shall be construed and interpreted according to the laws of the State of Iowa, without reference to conflicts of law principles. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be severed from this Agreement and the remaining portions hereof shall continue in full force and effect pursuant to their terms. This Agreement shall not be assigned by operation of law or otherwise, provided, however Buyer may assign its rights hereunder to any lender providing financing for this transaction.

19. **ATTORNEY'S FEES.** If either Seller or Buyer commences any action or proceeding against the other party arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement without fault of the defending party, then as between Seller and Buyer, the prevailing party in any such action or proceeding, as determined by the court in such action, shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court.

20. **COUNTERPARTS.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **NO REAL ESTATE AGENT OR BROKER.** Neither Buyer nor Seller has used the service of a real estate agent or broker in connection with this transaction.

22. **LEASES.** Seller shall terminate all leases on the Property with the effective date of the termination being no later than the Closing Date.

23. **LEASE BETWEEN BUYER AND SELLER.** As of the Closing Date, Seller, as tenant, and Buyer, as landlord, shall enter into a Real Estate Lease for the Property in the form attached to this Agreement as Exhibit "B" (the "Lease").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“Buyer”

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

Phone: 515-223-6221

“Seller”

Stephen C. Bunce

Kyle A. Bunce

Address: 7825 Drake Street, Clive, Iowa 50325

Phone: _____

EXHIBIT A

PROPERTY

Lot 14 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

Exhibit B

REAL ESTATE LEASE

This Real Estate Lease ("**Lease**") is made and entered into as of _____, 2024 (the "**Effective Date**"), by and between Stephen C. Bunce and Kyle A. Bunce ("**Tenant**"), and City of Clive, Iowa ("**Landlord**").

RECITALS

- A. Landlord and Tenant entered into a Real Estate Purchase Agreement dated as of _____, (the "**Agreement**") whereby Tenant agreed to sell to Landlord and Landlord agreed to purchase from Tenant the real property described on Exhibit A to the Agreement (the "**Property**");
- B. WHEREAS, closing on the purchase and sale of the Property as set forth in the Agreement occurred on the Effective Date;
- C. WHEREAS, as part of the Agreement, Landlord agreed to lease to Tenant the Premises as described in Section 1 of this Lease; and
- D. WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises (as defined herein) in accordance with the terms of this Lease.

Now, therefore, in consideration of the rents herein reserved and of the covenants, agreements and conditions herein contained, Landlord hereby leases the Premises, as hereinafter defined, to Tenant and Tenant hereby leases the Premises from Landlord, upon the following terms and conditions:

1. LEASED PREMISES. The leased premises shall be the building located on the real property described in Exhibit A attached hereto (the "**Real Estate**"), including ingress and egress thereto over and across the real property described in Exhibit A (the "**Premises**").

2. TERM. The term of this Lease shall commence on the Effective Date (the "**Commencement Date**"), and, unless earlier terminated as provided herein, shall continue until _____, 2025 (the "**Term**"). Notwithstanding the foregoing or anything in this Lease to the contrary or appearing to the contrary, in the event of damage to the Premises that will cost more than ONE DOLLAR (\$1.00) to repair, either party may terminate this Lease by giving written notice to the other party, and in such event this Lease shall terminate effective as of the date that is ten (10) days following the date of such written notice.

3. RENT. Rent for the Premises for the Term shall be \$0.00.

4. USE. Tenant agrees not to use or permit the Premises to be used for any purpose other than as a residence. Tenant shall not use the Premises in such a manner as to create a nuisance.

5. UTILITIES. Tenant shall provide utilities to the Premises. Tenant shall be solely responsible, at Tenant's sole expense, for all utility bills, if any, applicable to Tenant's use of the Premises. Landlord shall not be required to provide equipment to heat or cool the Premises. Landlord shall not be liable for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

6. MAINTENANCE AND ALTERATIONS.

A. Tenant agrees that during the Term it shall, at its expense, maintain the exterior of the Premises in at least as good order, repair and condition as the Premises was in on the date hereof ordinary wear and tear excepted. Tenant shall be responsible for any damage to the exterior of the Premises caused by Tenant. Except as provided in "C" immediately below, Tenant shall not make any improvements, additions, alterations, modifications, changes replacements, or substitutions to the Premises, without the prior written consent of Landlord. Tenant, at Tenant's expense, shall be responsible for ice and snow removal and mowing on the Premises. Notwithstanding the foregoing or anything in this Lease to the contrary, if the Iowa Uniform Residential Landlord and Tenant Act requires Landlord to perform any such maintenance and repairs, Landlord shall do so.

B. Tenant agrees that the condition of the Premises is, on the Commencement Date, acceptable to Tenant.

C. Notwithstanding anything in the Lease to the contrary, during the Term, Tenant may salvage interior parts of the home located on the Premises provided that the structure of the home, as applicable, remains structurally sound and no changes are made to the outside of any structure on the Premises. Any such salvage activities shall be at Tenant's sole risk and expense.

7. COMPLIANCE WITH LAWS. Tenant shall comply with all with all ordinances of the municipality in which the Premises are located, or the laws, rules and regulations of the United States of America and the State of Iowa relating to the handling, storage, use, disposal and release of any substances or materials regulated by any local, state or federal environmental laws.

8. LIENS. Tenant shall not (i) grant any lien or any mortgage or security interest in the Property or (ii) suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed or to exist against the Property, or Tenant's interest in the Property, by reason of work, services or materials supplied or claimed to have been supplied to or at the request of Tenant. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements, alterations or repairs of or to the Property or the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's, mechanics' or other lien against the Property. If any such lien should, at any time, be filed,

Tenant shall cause the same to be discharged of record within thirty (30) days after date of filing the same or, if Tenant in good faith determines that such liens should be contested, Tenant shall furnish such security, by surety bond or otherwise, as is prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by posting a bond and, in such event, Tenant shall pay to Landlord all amounts paid by Landlord for any of the foregoing purposes, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, including, but not limited to, reasonable attorney's fees. Breach of this section by Tenant shall be an event of default hereunder. If Landlord pays any such cost for Tenant, such sum shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

9. INDEMNITY. Tenant agrees to protect, defend, indemnify and hold harmless Landlord and Landlord's employees and agents, against any claim, liability, loss or expense (including, but not limited to, reasonable attorneys' fees) arising, directly or indirectly, from the use of the Premises by Tenant during the Term, or any act or omission of Tenant, its agents, employees, invitees, or contractors in or relating to the Premises, but only to the extent that such claim, liability, loss or expense is not a result of any breach of Landlord's obligations, representations or warranties set forth in this Lease or the Agreement.

10. ENTRY BY LANDLORD. Landlord, or Landlord's agents, at reasonable hours, may enter the Premises to inspect the same or for the purpose of making repairs to the Premises, in the event Tenant fails to timely make required repairs. Landlord shall not be liable or responsible to Tenant for any loss or damage sustained by Tenant arising out of the repair of the Premises by Landlord pursuant to the foregoing provisions.

11. TENANT DEFAULT

A. Each of the following events shall constitute an event of Tenant's default under this Lease ("**Event of Tenant Default**"):

(i) If Tenant shall, at any time, fail to pay any amount payable by Tenant to Landlord pursuant to this Lease when due and such non-payment is not cured within ten (10) days after the date of receipt of written notice from Landlord to Tenant designating such nonpayment; or

(ii) If Tenant shall fail to comply with or shall breach any of the warranties or covenants of Tenant under this Lease (other than the payment of rent or other payment obligations) and such non-compliance is not cured within fifteen (15) days after the date of receipt of written notice from Landlord to Tenant designating such non-compliance or breach.

B. Upon the occurrence of any of the foregoing Events of Tenant Default, Landlord, at Landlord's election, shall have the right, in addition to any other remedy or

remedies now or hereafter available to Landlord at law or in equity, terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Landlord may, without prejudice to any other remedy that it may have, after terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person, who may be occupying the Premises or any part thereof, by force, if necessary, without being liable for prosecution of any claim of damages therefor.

Pursuit of any of the foregoing remedies by Landlord shall not preclude Landlord's pursuit of any of the other remedies herein provided for or any other remedies available to Landlord at law or in equity, nor shall pursuit of any remedy herein provided constitute forfeiture or waiver of any rent due Landlord hereunder or of any damages occurring to Landlord by reason of any Event of Tenant Default under this Lease. Forbearance by Landlord to enforce one or more of the remedies herein provided for upon an Event of Tenant Default shall not be deemed or construed to constitute a waiver of such default.

C. If Tenant fails to timely perform its obligations under the terms of this Lease, Landlord shall, in addition to all other rights and remedies available to Landlord, have the right to perform the covenant or condition that gave rise to such default if such default can be cured solely by the payment of money, and any amount advanced by Landlord shall be paid by Tenant to Landlord, on demand.

D. No delay by Landlord in exercising any right or remedy provided herein or otherwise afforded by law or in equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Landlord of any particular provisions of this Lease shall be deemed effective unless in writing signed by Landlord. All rights and remedies provided for herein that Landlord may otherwise have, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successfully in order whatsoever, and as often as the occasion therefore arises, but always subject to the limitations above set forth.

12. LANDLORD DEFAULT.

A. Each of the following events shall constitute an event of Landlord's default under this Lease ("**Event of Landlord Default**"): If Landlord shall fail to comply with or shall breach any of the warranties or covenants of Landlord under this Lease and such non-compliance is not cured within fifteen (15) days after the date of receipt of written notice from Tenant to Landlord designating such non-compliance or breach.

B. Upon the occurrence of any of Event of Landlord Default, Tenant, at Tenant's election, shall have the right to terminate this Lease. Termination of this Lease shall be Tenant's sole remedy for an Event of Landlord Default.

13. EXPIRATION. At the expiration of the Term or upon termination of this Lease pursuant to any provision of this Lease, Tenant agrees to surrender possession of the Premises to Landlord without further notice to quit, and in as good repair and condition as the same is now or may hereafter be placed, reasonable wear and tear and insured casualty excepted.

14. NO WAIVER. No waiver of the breach of any of the terms or conditions of this Lease shall constitute a waiver of any other or succeeding breach of the same or other provision of this Lease.

15. NOTICES. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or, if sent by overnight courier, one (1) business day after it is sent, or three (3) days after such notice is deposited in the United States mail, postage prepaid, sent certified or registered, return receipt requested, to the addresses set forth underneath the signatures of the parties or to such other address or person as hereinafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

16. HOLDING OVER. If Tenant remains in possession of the Premises after the expiration of the Term of this Lease without obtaining Landlord's written consent and without the execution of a new lease, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and Tenant shall be subject to immediate eviction and removal. Tenant shall not interpose any counterclaim or counterclaim in a summary proceeding or other action based on a holdover, other than any claims or counterclaims based upon any offsets or credit permitted by this Lease or any mandatory counterclaims.

17. BINDING. The terms, provisions, warranties and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, assigns, successors in interest and legal representatives, except as otherwise herein expressly provided.

18. TIME IS ESSENCE. Time is of the essence in this Lease.

19. APPLICABLE LAW. The laws of the State of Iowa shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

20. ENTIRE AGREEMENT. This Lease contains an entire agreement between the parties thereto with respect to the subject matter hereof; and no agreement, representation or inducement applicable to this Lease shall be effective to change, modify or terminate this Lease in whole or in part, unless in writing and signed by the parties to be charged therewith. All prior conversations or writings between the parties hereto or their representatives related to the subject matters of this Lease are merged into and extinguished by execution of this Lease.

21. SURVIVAL OF WARRANTIES AND COVENANTS. Except as specifically provided otherwise in this Lease, the warranties and covenants of the parties herein shall survive the expiration or termination of this Lease.

22. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord.

23. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies Landlord and Tenant waive all rights of recovery against each other.

B. ACTS BY TENANT. Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the Premises.

C. INCREASED RISKS OR HAZARDS. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said Premises due to increased risks or hazards resulting from Tenant's use of the Premises otherwise than as herein contemplated and agreed.

D. PROVISION OF LEASE TO INSURERS. Landlord and Tenant shall each provide a copy of this Lease to their respective insurers.

24. LIABILITY FOR DAMAGE. Tenant shall be liable to Landlord for all damage to the Premises negligently, recklessly or intentionally caused by Tenant (or their agents, employees or invitees).

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease, in multiple copies, each of which shall be deemed to be an original, on the day and year first above written.

"Landlord"

CITY OF CLIVE, IOWA

By: _____
Matt McQuillen, City Manager

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

"Tenant"

Stephen C. Bunce

Kyle A. Bunce

EXHIBIT A

7825 Drake Street

Real Property on which Premises is located:

Lot 14 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

FLOOD PRONE PROPERTY BUYOUT PROGRAM

7835 Drake Street (Forrest)

7825 Drake Street (Bunce)

Acquired/Demo'd (yellow)

1275 NW 75th Street
1300 NW 78th Street
1312 NW 78th Street
1355 NW 78th Street
1360 NW 78th Street
1280 NW 78th Street
1270 NW 75th Street
7811 University
7827 University
1260 NW 78th Street
1301 NW 78th Street
1300 NW 75th Street
1325 NW 78th Street
1340 NW 78th Street
1320 NW 78th Street
1371 NW 78th Street
7975 University

Acquired/Not Yet Demo'd (orange)

1444 NW 80th Street
7845 Drake Street
1431 NW 78th Street
1393 NW 78th Street

Legend

- Acquisition Area
- Parcels
- Regulatory Floodplain
- Pre-FIRM Parcels
- Homes with Basements

Inundation Potential at First Floor

2' to 4'	6' to 8'
4' to 6'	8'+



As of March 2024



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: October 24, 2024

RE: Resolution Approving Professional Services Agreement for Revisions to the Clive Stormwater Management Manual - McClure Engineering - Not to Exceed \$31,710.00

SYNOPSIS:

During the 2024 legislative session, the Iowa State Legislature and Governor passed new regulations affecting how cities and counties may manage stormwater. To comply with these new rules, the Clive City Council made an interim update to the Clive Stormwater Management Manual this summer, expecting a comprehensive update to be conducted in the fall and winter. City staff is now ready to undertake this comprehensive manual update. McClure Engineering staff have extensive knowledge of Clive's position in the Walnut Creek Watershed, the City's history of implementing stormwater management best practices, and state and federal regulations changes. They are well-prepared to help the City update and improve its stormwater management manual. This agreement also includes creating new user guides and simplifying how stormwater management requirements are communicated to stakeholders. Staff recommends approval of the included professional services agreement at a cost not to exceed \$31,710.

Attachments:

1. Resolution Approving Professional Services Agreement with McClure Engineering for Clive Stormwater Management Manual Updates 10.18.24
2. PSA - Clive-McClure - SWMM Updates 20241016

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH MCLURE
ENGINEERING FOR UPDATES TO THE CLIVE STORMWATER MANAGEMENT
MANUAL

WHEREAS, the City of Clive has adopted and implemented the Clive Stormwater Management Manual; and

WHEREAS, the City updates the manual periodically to comply with changes in federal and state law; and

WHEREAS, the City desires to keep the manual consistent with the best stormwater management practices and recommendations outlined in the Walnut Creek Watershed Master Plan; and

WHEREAS, the City wants to provide clear and actionable information to all stakeholders on how to comply with Clive's stormwater management requirements; and

WHEREAS, the City intends to preserve a regulatory environment that promotes development and effective stormwater management;

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa, that the Mayor is authorized to sign and the City Manager is authorized to execute the attached professional services agreement with McClure Engineering for updates to the Clive Stormwater Management Manual, with a cost not to exceed \$31,710.

PASSED AND APPROVED this 24th day of October, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Clive Stormwater Management Manual Updates 2024

Project Number: 2024001417

Project Manager: Lee Strait

This Agreement, is made on the _____ day of _____, 2024, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and the City of Clive (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 as presented in Exhibit 'C', for the Project described as:

Clive Stormwater Management Manual Updates 2024

1. The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **CONSULTANT**.
2. 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 to the **OWNER**, suspend services under this agreement.
4. 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**.
7. The amount of the **CONSULTANT's** compensation is \$25,510 (Lump Sum) with the potential addition of \$6,200 (T&M NTE) for a total maximum of \$31,710. The contract type is Hybrid, See Exhibit C.

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.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	☒	☐
Exhibit 'B'	Hourly Rate Schedule	☒	☐
Exhibit 'C'	Detailed Scope of Work	☒	☐
Exhibit 'D'	Subconsultant(s) Contract	☐	☒
Exhibit 'E'	Owner's Responsibilities to Consultant	☒	☐
Exhibit 'F'	Duties and Responsibilities of RPR	☐	☒
Exhibit 'G'	Drawing Depicting the Project	☐	☒
Exhibit 'H'	Construction Item List Cost Estimate	☐	☒
Exhibit 'I'	Regulatory Requirements	☐	☒

OWNER: City of Clive, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Team Leader – Environmental

McCLURE ENGINEERING COMPANY
CONSULTANT STANDARD 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. **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) **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, 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. 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 proceeding 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 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 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**.

25.0 WAIVER OF CONSEQUENTIAL DAMAGES: **Consultant** and **Owner**, to the fullest extent permitted by law, waive claims against each other for any incidental, indirect, or consequential damages arising out of or relating to this Project or this Agreement. This mutual waiver shall include, but is not limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party has incurred related to this Project.

EXHIBIT B

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat.....	\$125.00
LiDAR Drone per Flight.....	\$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

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

EXHIBIT C - DETAILED SCOPE OF WORK

McCLURE ENGINEERING COMPANY

Clive Stormwater Management Manual Updates 2024

Understanding –

McClure (“Consultant”) understands that the City of Clive (“Owner”) has requested a proposal for professional assistance with updating their municipal Stormwater Management Manual (“SWMM” or “Manual”) to be consistent with current regulations, modern hydrologic patterns, existing infrastructure needs and public expectations for stormwater management. The current Clive Stormwater Management Manual was adopted by City Council on November 10, 2016 and revised most recently on February 11, 2021.

Multiple sections of the Manual may need adjustments to meet the City’s stormwater goals as well as current regulations, without unduly “increasing the cost of doing business in Clive.” The specific edits required will be determined once initial assessments of the pertinent ordinances, regulations, permits and laws are compiled, and theoretical hydrologic modeling is completed to fully understand the implications of the statutes on existing and proposed conditions governed by the Manual. Consultant plans to work with City Staff (Public Works, Planning, Legal, Administration, etc.) to determine the most appropriate edits for the City’s overall long-term goals and welfare.

Scope –

Consultant proposes to assist the Owner with the following specific tasks:

Task 0 – City Staff will initially review the current manual and make basic edits prior to Consultant commencing editing. City Staff will then send an electronic document (or documents) for Consultant to further modify.

Task 1 – Initial Manual Review

Consultant will review the existing Clive Stormwater Management Manual and identify items that should be updated due to:

- a) Inconsistency with recent regulation changes (for example National Pollution Discharge Elimination System and related Permits, Iowa SF455, etc.)
- b) Inconsistency with recent advances in understanding of precipitation, hydrology, infrastructure needs, recent Stormwater Master Planning, etc.

These items will be highlighted for discussion with City Staff and edits will be developed and recommended for incorporation into the revised draft Manual.

Task 2 – Hydrologic Modeling Case Review

Consultant will conduct theoretical hydrologic and hydraulic modeling to guide Manual revisions. The modeling will be focused on compliance with new regulations and assessment of existing and planned infrastructure and conveyance infrastructure. Three case scenarios will be evaluated to determine the impact on development costs using both rate and volume based runoff assumptions to determine the effects and reasonableness of each approach. The cases will be provided by the Owner from recent developments (stormwater reports and / or modeling if available). Consultant will model the approved plans based on provided hydrologic data and the proposed regulations. Cost estimates for both the approved plans and proposed approach will be evaluated. A summary of modeling results and cost estimate results will be delivered.

Task 3 – Manual Edits

One initial marked-up version of the existing SWMM will be provided, along with an outline of edits recommended based on the results of Tasks 1 & 2. The Consultant team will provide a draft manual that incorporates the new proposed regulations. Revised Manual may include optional methods for compliance, similar to Urbandale, depending on the findings of Tasks 1 and 2 and preference of City Staff.

Consultant will meet with City Staff to review comments and edits requested. One final revised SWMM Document will be produced for consideration by the Clive City Council.

A one-page summary sheet, intended to guide Manual users (particularly developers and engineers) will be provided explaining the key elements of the proposed stormwater management process and steps for submitting compliant documents.

Task 4 – Virtual Project Coordination Meetings

Consultant staff will meet with Owner staff to discuss progress, findings, and review comments during the execution of the project. Meetings may be in-person, or virtual (Teams / Zoom / Etc.), and will be coordinated as necessary throughout the course of the project.

Task 5 – Additional Services Allowance

Additional services may be provided based on project status meetings and Owner interest. This work could include additional modeling scenarios, modeling alternative precipitation patterns, modeling additional storms, additional research and drafting, etc. This element is a general allowance for

currently unknown tasks. We anticipate with the nature of the project some unknown scenarios may arise requiring additional effort.

Deliverables –

- 1) Modeling case study hydraulic results (memo format) and cost estimates for three development scenarios.
- 2) One initial marked-up version of the existing SWMM will be provided, along with an outline of edits recommended based on the results of Tasks 1 & 2.
- 3) Up to four virtual meetings will be held with various City Staff, with iterative improvements and refinements to the recommendations following each meeting.
- 4) One final revised SWMM Document will be produced for consideration by the Clive City Council.
- 5) A one-page (approximately), easy-to-digest summary of stormwater management requirements based on the revised Manual.

Fee –

Fee is proposed as a lump sum amount for the services described (and Time and Materials – Not to Exceed for Task 5), billable in monthly installments through the project execution period. Services in addition to the scope described above can be completed by Consultant only following specific approval in advance by the Owner's project manager, in which case a contract amendment may be required to adjust the fee and / or schedule.

 FEE SCHEDULE	TASK SUBTOTAL
Task 1 - Initial Manual Review	\$4,560
Task 2 - Hydrologic Modeling Case Review	\$8,060
Task 3 - Manual Edits	\$9,810
Task 4 - Virtual Project Coordination Meetings	\$3,080
Total Lump Sum Fee	\$25,510
Task 5 - Additional Services (T&M - Not to Exceed)	\$6,200
Total Maximum Fee	\$31,710

Schedule –

Upon receiving the Manual with initial edits from the Owner and Notice to Proceed, the following schedule will be followed, we anticipate the total timeline to be roughly 16 weeks. Every effort will be made to meet this schedule, but if modifications are required Consultant will communicate proactively with the Owner to keep the project moving forward.

 SCHEDULE	ESTIMATED TIMELINE
Initial Manual and Other Document Review	Weeks 1-3
H&H Modeling Case Review	Weeks 3 - 6
Meeting to Discuss Initial Findings	Week 7
Manual Edits	Weeks 8-14
Virtual Project Coordination Meetings	Throughout
Final Revised Manual Submittal	Week 16

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



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 governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **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.



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: October 24, 2024

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 29 - 3889 Westgate PKWY

SYNOPSIS:

The owners of 3889 Westgate PKWY have requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

In accordance with the staff requirement, the property owners have executed the attached First Amendment to Overland Flowage and Private Storm Sewer Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend that Council approve the document so that it can be recorded with the county.

Please feel free to contact me prior to the meeting at krivera@cityofclive.com or at (515) 223-6221 if you have any questions or concerns.

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 29 - 3889 We

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 29 IN SHADOW CREEK PLAT 6
3889 WESTGATE PKWY

WHEREAS, the owners of Lot 29 in Shadow Creek Plat 6 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Overland Flowage and Private Storm Sewer Easement.

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) regarding Lot 29, Shadow Creek Plat 6, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of October 2024.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

Preparer Information: Kelly Rivera, 1900 NW 114th ST, Clive, Iowa 50325 Phone (515) 223-6221
Return to: Matthew D. Graham, City Clerk, City of Clive, 1900 NW 114th ST, Clive, Iowa 50325 (515) 223-6220

**FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT**

This First Amendment to Overland Flowage and Private Storm Sewer Easement ("First Amendment") is entered into by and between Christopher Olson and Amanda Olson ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 29 of Shadow Creek Plat 6 (3889 Westgate PKWY), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek VI, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Overland Flowage and Private Storm Sewer Easement, dated September 21, 2021 recorded on September 29, 2021, in Book 2021, Page 28705, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

WHEREAS, the Property Owners desire to install a fence on the Property, which encroaches into the Easement Area, and the City has agreed to consent to the installation of the fence within the Easement Area, subject to the conditions set forth in Section 2 of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. **CITY CONSENT TO INSTALLATION OF FENCE.** The Easement prohibits Property Owners from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to install a fence within the Easement Area. The City hereby consents to the installation of the fence which location is within the Easement Area, provided that the Property Owners install and maintain the fence such that it does not impede the flow of storm/surface water within the Easement Area.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the area, the City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

Additionally, the Property Owners acknowledge and agree that the fence shall be open style to allow the conveyance of storm water through the easement. 4' gates shall be placed within the easement on the northeasterly sides of the property and shall not be blocked with landscaping, etc. The gates shall swing inward and remain unlocked to allow staff access.

3. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

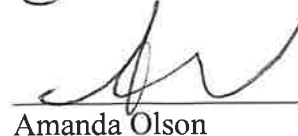
The Property Owner does HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 7th day of October 2024.

PROPERTY OWNERS



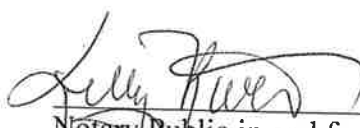
Christopher Olson

Amanda Olson

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 7th day of October 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christopher Olson to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





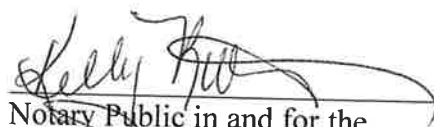
Notary Public in and for the
State of Iowa

My Commission expires May 28, 2027

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 7th day of October 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amanda Olson to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires May 28, 2027

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of October 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 24th day of October, 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

AN OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT
LOCATED ON LOT 29 OF SHADOW CREEK PLAT 6, AN OFFICIAL PLAT IN THE
CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

The northeasterly 15.00 feet of Lot 29



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: October 24, 2024

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 28 - 3905 Westgate PKWY

SYNOPSIS:

The owners of 3905 Westgate PKWY have requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

In accordance with the staff requirement, the property owners have executed the attached First Amendment to Overland Flowage and Private Storm Sewer Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend that Council approve the document so that it can be recorded with the county.

Please feel free to contact me prior to the meeting at krivera@cityofclive.com or at (515) 223-6221 if you have any questions or concerns.

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 28 - 3905 Wes

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 28 IN SHADOW CREEK PLAT 6
3905 WESTGATE PKWY

WHEREAS, the owners of Lot 28 in Shadow Creek Plat 6 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Overland Flowage and Private Storm Sewer Easement.

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) regarding Lot 28, Shadow Creek Plat 6, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of October 2024.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

**FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT**

This First Amendment to Overland Flowage and Private Storm Sewer Easement ("First Amendment") is entered into by and between Kirk Swenson and Maureen Swenson ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 28 of Shadow Creek Plat 6 (3905 Westgate PKWY), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek VI, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Overland Flowage and Private Storm Sewer Easement, dated September 21, 2021 recorded on September 29, 2021, in Book 2021, Page 28705, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

WHEREAS, the Property Owners desire to install a fence on the Property, which encroaches into the Easement Area, and the City has agreed to consent to the installation of the fence within the Easement Area, subject to the conditions set forth in Section 2 of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY CONSENT TO INSTALLATION OF FENCE. The Easement prohibits Property Owners from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to install a fence within the Easement Area. The City hereby consents to the installation of the fence which location is within the Easement Area, provided that the Property Owners install and

maintain the fence such that it does not impede the flow of storm/surface water within the Easement Area.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the area, the City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

Additionally, the Property Owners acknowledge and agree that the fence's lowest horizontal member shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement. Gates shall be placed within the easement on northwesterly sides of the property and shall not be blocked with landscaping, etc. The gates shall swing inward and remain unlocked to allow staff access.

3. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

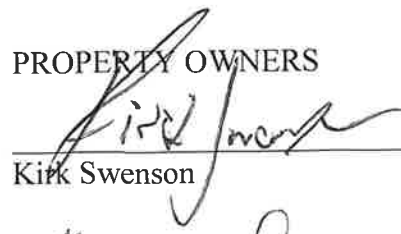
5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

The Property Owner does HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 18th day of October 2024.

PROPERTY OWNERS

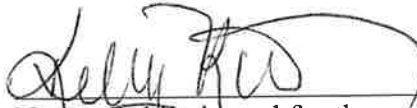

Kirk Swenson


Maureen Swenson

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 18th day of October 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kirk Swenson to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires

May 28, 2027

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 18th day of October 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Maureen Swenson to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires

May 28, 2027

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of October 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 24th day of October, 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

AN OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT
LOCATED ON LOT 28 OF SHADOW CREEK PLAT 6, AN OFFICIAL PLAT IN THE
CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

The northeasterly 15.00 feet of Lot 28



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: October 24, 2024

RE: Resolution approving 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services

SYNOPSIS:

Resolution approving an updated 28E agreement for mutual assistance for Polk County area fire/Rescue services

Attachments:

1. Resolution - 28E - Polk County - Mutual Aid for Fire and Rescue Services
2. PCFCA 28E Fire Rescue Services 2017 (upd 9-2024), Mutual Aid

RESOLUTION NO. _____

RESOLUTION APPROVING 28E AGREEMENT FOR MUTUAL
ASSISTANCE FOR POLK COUNTY AREA FIRE/RESCUE SERVICES

WHEREAS, the City of Clive (the "City") desires to enter into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

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

That the City approves the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services, and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED THIS 24th day of October 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



Paul D. Pate
Secretary of State
State of Iowa

28E
Agreement

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Altoona	City	Polk
Party 2	City of Ankeny	City	Polk
Party 3	City of Bondurant	City	Polk
Party 4	Camp Township	Township	Polk
Party 5	City of Carlisle	City	Warren
Party 6	City of Bussey	Marion	City
Party 7	Clay Township	Marion	Township
Party 8	City of Clive	Polk	City
Party 9	City of Colfax	Jasper	City
Party 10	Delaware Township	Polk	Township
Party 11	City of Des Moines	Polk	City
Party 12	Des Moines Airport Authority	Polk	Reg or District
Party 13	City of Elkhart	Polk	City
Party 14	City of Granger	Dallas	City
Party 15	City of Grimes	Polk	City
Party 16	City of Harvey	Marion	City
Party 17	City of Indianola	Warren	City
Party 18	City of Johnston	Polk	City
Party 19	City of Knoxville	Marion	City
Party 20	Lake Prairie Fire Service	Marion	Township
Party 21	City of Marshalltown	Marshall	City
Party 22	City of Maxwell	Story	City
Party 23	City of Mingo	Jasper	City
Party 24	City of Mitchellville	Polk	City
Party 25	City of Nevada	Story	City
Party 26	City of Newton	Jasper	City
Party 27	Northern Warren Fire & Emergency Response Agency	Warren	Reg or District
Party 28	City of Norwalk	Warren	City
Party 29	City of Pleasant Hill	Polk	City
Party 25	City of Polk City	Polk	City
Party 26	Saylor Township	Polk	Township

Party 27	City of Urbandale		Polk	City
Party 28	City of Waukee		Dallas	City
Party 29	City of West Des Moines		Polk	City
Party 30	City of Windsor Heights		Polk	City

Item 2. The type of Public Service included in this agreement is: 210 Fire Response
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 To provide for Mutual Aid in case of an Emergency within the jurisdiction of the Parties to this Agreement arising in Polk County and/or the adjoining counties of Boone, Dallas, Jasper, Madison, Marion, Marshall, Story and Warren.

Item 4. The duration of this agreement is: *(check one)* ☐ Agreement Expires _____ ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

☐ **NO**

☒ **YES** Filing # of the agreement: M508206

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name _____ **FIRST** Name _____

Title _____ Group: _____

Email _____ Phone _____

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Area Fire/Rescue Services

WHEREAS, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Polk County and/or the adjoining counties of Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Story County and Warren County (“adjoining counties”); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:51 a.m. on June 24, 2015, numbered M508206 (“2015 Agreement”); and

~~**WHEREAS**, the 2015 Agreement has been in force for one year and Parties desire to update; and~~

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

- A. Mutual Aid/Automatic Aid. The assistance of Emergency Services personnel and equipment provided by one Party (“Providing Entity”) and requested by the other Party (“Requesting Entity”) to this Agreement. Automatic Aid is considered a subset of Mutual Aid, and both are interchangeable within this document.
- B. Incident Commander. The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Requesting Entity, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed from a Providing Entity(s) to protect life, stabilize the incident, and/or protect property within its jurisdiction.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by an Emergency Services director, Fire Chief or designee of the Requesting Entity. Additionally, requests for assistance can also be filled using pre-determined response tables utilizing Computer-Aided Dispatch (CAD) created by the

Requesting Entity and approved the Providing Entity. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Providing Entity to the Requesting Entity shall be at the sole discretion of the Providing Entity. Further, the Providing Entity shall be held harmless by the Requesting Entity from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.

V. Authority over Joint Operations

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency response activities. The ranking supervisor of the Providing Entity shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander. By previous agreement, Incident Command can be initiated or assumed by a ranking supervisor from the Providing Entity for operational control, and incident safety purposes. It is understood that the purpose of this section is to maintain order for the emergency response and shall not be construed to establish an employer/employee relationship.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this

Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party. Nothing in this agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement.

Provided, however, the Requesting Entity shall indemnify, defend and hold harmless the Providing Entity where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

- A. **Emergency Services.** For Emergency Services, no Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless the incident lasts twelve hours or

longer. If an incident lasts twelve hours or longer, the Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in this Agreement.

All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:

- a. Personnel (including backfill personnel)
- b. Equipment (at rates defined by FEMA)
- c. Supplies (actual cost incurred, including shipping of replacement supplies) Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.

B. Emergency Medical Services. The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Providing Entity provides supplemental services or a higher level of medical services than the Requesting Entity, such as paramedic services, the Requesting Entity may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Requesting Entity does not charge for ambulance services, the Providing Entity will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

C. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said

terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2025, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2025, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2017 Agreement in full.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 24, 2024

RE: Resolution Approving the FY24 Annual Urban Renewal Report

SYNOPSIS:

The Annual Urban Renewal Report (AURR) is attached for consideration. The report requires approval by the City Council and is due to the Iowa Department of Management by December 1. The cover page summarizes the previous fiscal year's revenues and expenses and shows outstanding debt against the TIF Fund. The "Asset Sales and Loan Repayments" represents the revenue received from special assessments for the paving projects on University Boulevard. The "Non-Rebate Expenditures" are the debt payments and associated professional fees. The "Rebate Payments" relate to the tax rebates per the development agreements that have been previously negotiated. There were no new rebate agreements in FY24. There is one remaining payment to be made for the Ladco development agreement for the MercyOne Health & Fitness Center and the Silvercrest (Walnut Ridge Senior Living Community) agreement; both are to be completed in FY25. The remaining development agreement with Nebraska Furniture Mart (NFM) will be satisfied in FY34.

The Emerald Isle, Legacy Point, and City Hall Facility Renovations Projects were added this year as an Urban Renewal Project, with the debt being paid for with TIF funding.

Clive has one urban renewal area that covers both Polk and Dallas County, all of which contribute to the payment of debt obligations.

The ending balance on 6/31/24 was \$270,373 compared to the FY23 ending cash balance of \$356,605. The full report will be available on the Iowa Department of Management's website and can also be accessed through the City website. Your approval is recommended.

Attachments:

1. Res Annual Urban Renewal Report.FY24
2. FY24 AURR

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF CLIVE’S STATE OF IOWA FY2024 ANNUAL
URBAN RENEWAL REPORT, AND DIRECTING THE DIRECTOR OF
ADMINISTRATIVE SERVICES TO FILE THE REPORT WITH THE IOWA
DEPARTMENT OF MANAGEMENT**

WHEREAS, The Director of Administrative Services has submitted to the City Council of the City of Clive, the State of Iowa FY2024 Annual Urban Renewal Report for the City of Clive, Iowa; **AND**

WHEREAS, the report shows total TIF revenues in the amount of \$1,573,392 and total expenditures of \$1,761,120 with an ending cash balance of \$270,373; **AND**

WHEREAS, according to Iowa Code sections 331.403(3) and 384.22(2) the report is required to be submitted to the Department of Management by December 1st of each year;

NOW, THEREFORE, BE IT RESOLVED that the City of Clive hereby approves the State of Iowa 2024 Annual Urban Renewal Report and directs the Director of Administrative Services to submit it to the Iowa Department of Management, this 24th day of October 2024.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: CLIVE
 Local Government Number: 77G716

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CLIVE URBAN RENEWAL AREA	25016	1
CLIVE 73RD & UNIVERSITY URBAN RENEWAL	77054	0
CLIVE URBAN RENEWAL	77060	7

TIF Debt Outstanding: 20,506,997

TIF Sp. Rev. Fund Cash Balance		Amount of 07-01-2023 Cash Balance
as of 07-01-2023:		Restricted for LMI

TIF Revenue:	1,573,392	
TIF Sp. Revenue Fund Interest:	86,353	
Property Tax Replacement Claims	0	
Asset Sales & Loan Repayments:	15,143	
Total Revenue:	1,674,888	

Rebate Expenditures:	414,556	
Non-Rebate Expenditures:	1,346,564	
Returned to County Treasurer:	0	
Total Expenditures:	1,761,120	

TIF Sp. Rev. Fund Cash Balance		Amount of 06-30-2024 Cash Balance
as of 06-30-2024:		Restricted for LMI

	270,373	
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Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 18,475,504

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL AREA
 UR Area Number: 25016

UR Area Creation Date: 05/1991

UR Area Purpose: To encourage economic development in the area through public improvements and rebate agreements. See attached plan.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CLIVE CITY/WAUKEE SCH/CLIVE URA 25016/91 TIF ORD 488 INCREMENT	250100	250101	17,670,859

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	230,662,730	26,931,530	0	0	-74,080	257,520,180	0	257,520,180
Taxable	0	126,057,463	23,392,974	0	0	-74,080	149,376,357	0	149,376,357
Homestead Credits									531

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

356,605

0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue: 437,571
 TIF Sp. Revenue Fund Interest: 86,353
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 15,143
Total Revenue: 539,067

Rebate Expenditures: 99,708
 Non-Rebate Expenditures: 539,020
 Returned to County Treasurer: 0
Total Expenditures: 638,728

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:

256,944

0

Amount of 06-30-2024 Cash Balance Restricted for LMI

Projects For CLIVE URBAN RENEWAL AREA

Nebraska Furniture Mart

Description:	Retail relocation and building remodeling
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2012A Refunding

Description:	Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Legacy Point & Emerald Isle

Description:	Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For CLIVE URBAN RENEWAL AREA

Nebraska Furniture Mart

Debt/Obligation Type:	Rebates
Principal:	99,708
Interest:	0
Total:	99,708
Annual Appropriation?:	Yes
Date Incurred:	07/12/2019
FY of Last Payment:	2034

GO 2012A Refunding Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	400,500
Interest:	9,500
Total:	410,000
Annual Appropriation?:	No
Date Incurred:	03/01/2012
FY of Last Payment:	2024

GO 2023B CIP Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,735,000
Interest:	2,087,245
Total:	6,822,245
Annual Appropriation?:	No
Date Incurred:	11/15/2023
FY of Last Payment:	2039

Non-Rebates For CLIVE URBAN RENEWAL AREA

TIF Expenditure Amount:	410,000
Tied To Debt:	GO 2012A Refunding Bonds
Tied To Project:	2012A Refunding
TIF Expenditure Amount:	129,020
Tied To Debt:	GO 2023B CIP Bonds
Tied To Project:	Legacy Point & Emerald Isle

Rebates For CLIVE URBAN RENEWAL AREA

Nebraska Furniture Mart

TIF Expenditure Amount:	99,708
Rebate Paid To:	121 Acquisition Co
Tied To Debt:	Nebraska Furniture Mart
Tied To Project:	Nebraska Furniture Mart
Projected Final FY of Rebate:	2034

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Per Ted, with GASB77, NFM needs to be categorized under Dallas County.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL AREA (25016)
 TIF Taxing District Name: CLIVE CITY/WAUKEE SCH/CLIVE URA 25016/91 TIF ORD 488 INCREMENT
 TIF Taxing District Inc. Number: 250101

TIF Taxing District Base Year:	1990		UR Designation
FY TIF Revenue First Received:	1999	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	05/1991

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	230,662,730	26,931,530	0	0	-74,080	257,520,180	0	257,520,180
Taxable	0	126,057,463	23,392,974	0	0	-74,080	149,376,357	0	149,376,357
Homestead Credits									531

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	84,250	149,376,357	17,670,859	131,705,498	3,262,220

FY 2024 TIF Revenue Received: 437,571

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE 73RD & UNIVERSITY URBAN RENEWAL
 UR Area Number: 77054

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
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Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	0	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
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TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	0	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL
 UR Area Number: 77060

UR Area Creation Date: 05/1991

UR Area Purpose: To encourage commercial and industrial growth with jobs creation and retention. See attached plan.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CLIVE CITY/WDM SCH/02 (CORP WOODS) AMD TIF INCR	770612	770613	2,355,080
CLIVE CITY/WDM SCH/03-3 (86TH ST) AMD TIF INCR	770631	770632	4,903,453
CLIVE CITY/WDM SCH/03-1 (LADCO DEV) TIF INCR	770633	770634	8,484,064
CLIVE CITY/WDM SCH/03-2 (128TH ST) TIF INCR	770635	770636	6,502,746
CLIVE CITY/WDM SCH/06 (114TH ST DIST) AMD TIF INCR	770682	770683	9,920,794
CLIVE CITY/WDM SCH/07 AMD TIF INCR	770716	770717	0
CLIVE CITY/WDM SCH/18 B AMD TIF INCR	770929	770930	6,418,466

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	64,279,190	214,277,150	4,536,300	0	-9,260	283,083,380	0	283,083,380
Taxable	0	35,128,639	187,771,911	3,923,135	0	-9,260	226,814,425	0	226,814,425
Homestead Credits									36

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **0** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 1,135,821
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,135,821

Rebate Expenditures: 314,848
 Non-Rebate Expenditures: 807,544
 Returned to County Treasurer: 0
Total Expenditures: 1,122,392

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **13,429** **0** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For CLIVE URBAN RENEWAL

156th & University Widening

Description:	Paving of 156th and widening of Univ from 138-142
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

128th Widening & 86th & Hickman

Description:	Redesign of 86th & Hickman and widening of 128th
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Ladco-Clive Wellness Campus

Description:	Developer rebates in Ladco area
Classification:	Commercial-Medical
Physically Complete:	Yes
Payments Complete:	No

Walnut Ridge of Clive

Description:	Tax rebates to owner for construction of senior housing
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Clark Street

Description:	Street reconstruction and improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

111th Street & Greenbelt Landing

Description:	Street improvements, Streambank stabiization and park improvements
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For CLIVE URBAN RENEWAL

Ladco

Debt/Obligation Type:	Rebates
Principal:	222,941
Interest:	0
Total:	222,941
Annual Appropriation?:	Yes
Date Incurred:	01/28/2003
FY of Last Payment:	2025

Walnut Ridge of Clive

Debt/Obligation Type:	Rebates
Principal:	352,441
Interest:	0
Total:	352,441
Annual Appropriation?:	Yes
Date Incurred:	04/17/2007
FY of Last Payment:	2025

GO 2019C Street Improvement Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,995,000
Interest:	233,100
Total:	2,228,100
Annual Appropriation?:	No
Date Incurred:	10/11/2019
FY of Last Payment:	2031

GO 2021C CIP Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	8,365,000
Interest:	2,006,562
Total:	10,371,562
Annual Appropriation?:	No
Date Incurred:	11/16/2021
FY of Last Payment:	2039

Non-Rebates For CLIVE URBAN RENEWAL

TIF Expenditure Amount:	279,200
Tied To Debt:	GO 2019C Street Improvement Bonds
Tied To Project:	Clark Street
TIF Expenditure Amount:	528,344
Tied To Debt:	GO 2021C CIP Bond
Tied To Project:	111th Street & Greenbelt Landing

Rebates For CLIVE URBAN RENEWAL

Clive Wellness Campus-Ladco

TIF Expenditure Amount:	138,252
Rebate Paid To:	Healthcare Realty Trust
Tied To Debt:	Walnut Ridge of Clive
Tied To Project:	Ladco-Clive Wellness Campus
Projected Final FY of Rebate:	2025

Walnut Ridge Senior Center-Campus Drive

TIF Expenditure Amount:	176,596
Rebate Paid To:	Wedum Walnut Ridge
Tied To Debt:	Walnut Ridge of Clive
Tied To Project:	Walnut Ridge of Clive
Projected Final FY of Rebate:	2025

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/02 (CORP WOODS) AMD TIF INCR
 TIF Taxing District Inc. Number: 770613
 TIF Taxing District Base Year: 2001
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2002

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	661,090	19,537,400	0	0	0	20,198,490	0	20,198,490
Taxable	0	361,286	17,424,519	0	0	0	17,785,805	0	17,785,805
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	10,456,390	9,742,100	2,355,080	7,387,020	217,362

FY 2024 TIF Revenue Received: 69,298

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/03-3 (86TH ST) AMD TIF INCR
 TIF Taxing District Inc. Number: 770632
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2003

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	24,835,800	72,786,550	4,536,300	0	-9,260	102,149,390	0	102,149,390
Taxable	0	13,572,787	61,333,641	3,923,135	0	-9,260	78,820,303	0	78,820,303
Homestead Credits									35

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	81,874,870	20,283,780	4,903,453	15,380,327	452,565

FY 2024 TIF Revenue Received: 144,242

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/03-1 (LADCO DEV) TIF INCR
 TIF Taxing District Inc. Number: 770634
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2003

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	39,231,000	0	0	0	39,231,000	0	39,231,000
Taxable	0	0	35,095,447	0	0	0	35,095,447	0	35,095,447
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	35,095,447	8,484,064	26,611,383	783,037

FY 2024 TIF Revenue Received: 249,643

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/03-2 (128TH ST) TIF INCR
 TIF Taxing District Inc. Number: 770636
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2003

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	30,301,100	0	0	0	30,301,100	0	30,301,100
Taxable	0	0	26,899,463	0	0	0	26,899,463	0	26,899,463
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,602,370	26,899,463	6,502,746	20,396,717	600,171

FY 2024 TIF Revenue Received: 191,343

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/06 (114TH ST DIST) AMD TIF INCR
 TIF Taxing District Inc. Number: 770683
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2006

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	38,782,300	22,800,000	0	0	0	61,582,300	0	61,582,300
Taxable	0	21,194,566	20,466,976	0	0	0	41,661,542	0	41,661,542
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	20,543,630	41,038,670	9,920,794	31,117,876	915,640

FY 2024 TIF Revenue Received: 326,674

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/07 AMD TIF INCR
 TIF Taxing District Inc. Number: 770717
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2007

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,900	0	0	0	1,900	0	1,900
Taxable	0	0	1,038	0	0	0	1,038	0	1,038
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	356,600	0	0	0	0

FY 2024 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/18 B AMD TIF INCR
 TIF Taxing District Inc. Number: 770930
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	29,619,200	0	0	0	29,619,200	0	29,619,200
Taxable	0	0	26,550,827	0	0	0	26,550,827	0	26,550,827
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,327,900	26,550,827	6,418,466	20,132,361	592,393

FY 2024 TIF Revenue Received: 154,621



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: October 24, 2024

RE: Approve Pay Rate - Margaret Selle - Police Officer - \$37.26/Hr - Effective 10/28/2024

SYNOPSIS:

Maggie Selle previously worked for the Clive Police Department from Sept. 2020 - June 2023. She has been employed by Waukee PD since June 2023. Maggie holds a Master's Degree from Upper Iowa University in Public Administration.

Attachments:

1. Police Officer Job Description
2. Selle Resume
3. Selle Offer



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 24, 2024

RE: Public Hearing - General Obligation Urban Renewal Bonds, Series 2024B

SYNOPSIS:

The bond sale will take place on the morning of October 24. Bid results will be presented at the Council meeting.

The City's bond rating increased to Aaa from Standard and Poor on Tuesday, October 8. As a result, we believe Clive's rates will come in lower than anticipated. Pricing varies day-to-day based on demand, but there should be a strong demand for the city's bonds. Susanne Gerlach of PFM Financial Advisors LLC will be in attendance to share the results of the bond sale and make a formal recommendation to award the bonds to the most responsive bidder.

The action taken will authorize and approve the loan agreement, and provide for the sale and issuance of the bonds in the principal amount not to exceed \$3,380,000. The timing of this bond issue will allow the City to certify the bed by the December 1 deadline, for TIF revenue to be received beginning in FY25 for repayment of the bonds. These bonds will have no impact on the current debt service levy.

Attached please find draft proceedings and related materials with respect to the General Obligation Urban Renewal Bonds, Series 2024B scheduled to close on November 14, 2024.

Please note, that the proceedings and related materials are in *draft* form. The resolution has not yet been updated with the name of the purchaser or the interest rates at which the bonds will be sold. After we receive the sale results, we will update and circulate the completed proceedings ahead of the Council meeting.

Attachments:

1. Resolution Awarding the Sale, Series 2024B Bond
2. Loan Agreement.Bond 2024B
3. UMB PA Agreement, Series 2024B
4. CDC Agreement, Series 2024B

MINUTES TO AUTHORIZE SALE AND
ISSUANCE OF BONDS

421346-92

Clive, Iowa

October 24, 2024

The City Council of the City of Clive, Iowa, met on October 24, 2024, at _____ o'clock
__ .m., at the _____, Clive, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of General Obligation Urban Renewal Bonds, Series 2024B to be issued in evidence
of the City's obligation under a loan agreement, the Mayor announced that bids had been received
and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the
minutes, as follows:

Name and Address of Bidder

Final Bid (interest cost)

(Attached bid tabulation)

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution awarding General Obligation Urban Renewal Bonds, Series 2024B, and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of Clive (the “City”), in Polk and Dallas Counties, State of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$2,780,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the “Essential Purpose Projects”), and has published notice of the proposed action and has held a hearing thereon on September 26, 2024; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Obligation Urban Renewal Loan Agreement” and, together with the Essential Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$600,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of undertaking the City Facilities and Buildings Improvements Project, an urban renewal project in the Clive Urban Renewal Area in the City, authorized by action of the City Council on March 23, 2023, which will include renovating, furnishing and equipping the City Hall/Library facilities (the “Urban Renewal Project” and together with the Essential Purpose Projects, the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of September 26, 2024 no petition had been filed with the City asking that the question of entering into the General Obligation Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of \$3,190,000 General Obligation Urban Renewal Bonds, Series 2024B (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors LLC, as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City’s obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$3,190,000 for the purposes set forth in the preamble hereof.

The Mayor and appropriate City Officials are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$3,190,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated November 14, 2024, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2025	\$100,000	____%	2035	\$160,000	____%
2026	\$105,000	____%	2036	\$165,000	____%
2027	\$110,000	____%	2037	\$175,000	____%
2028	\$115,000	____%	2038	\$180,000	____%
2029	\$120,000	____%	2039	\$190,000	____%
2030	\$130,000	____%	2040	\$195,000	____%
2031	\$135,000	____%	2041	\$205,000	____%
2032	\$140,000	____%	2042	\$210,000	____%
2033	\$150,000	____%	2043	\$220,000	____%
2034	\$155,000	____%	2044	\$230,000	____%

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 to 2044, inclusive, prior to and in any order of maturity on June 1,

2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

[Term bond placeholder Principal of the Bond maturing on June 1, 2033 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2032 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2032	\$315,000
2033	\$330,000 (Maturity)]

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be

valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF CLIVE

GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2024B

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	November 14, 2024	188864 _____

The City of Clive (the “City”), in Dallas and Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2025, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2024B (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of November 14, 2024 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) undertaking improvements to existing municipal parks; and (d) undertaking the City Facilities and Buildings Improvements Project, an urban renewal project in the Clive Urban Renewal Area in the City, authorized by action of the City Council on March 23, 2023, which will include renovating, furnishing and equipping the City Hall/Library facilities.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on October 24, 2024, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 to 2044, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of

par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. [Term bond placeholder Principal of the Bonds maturing on June 1 in the years 2033, 2035, 2038, 2041 and 2043 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2032; 2034; 2036 and 2037; 2039 and 2040; and 2042, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.]

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Clive, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of November 14, 2024.

CITY OF CLIVE, IOWA

By (DO NOT SIGN) _____

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the Loan Proceeds (\$_____), including original issue premium (\$_____), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$_____) shall be retained by the Purchaser as underwriter's discount.

A portion of the Loan Proceeds (\$_____) shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the "Project Proceeds") remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

A portion of the Loan Proceeds (\$_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2041,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2042,
sufficient to produce the net annual sum of (\$_____); and

For collection in the fiscal year beginning July 1, 2043,
sufficient to produce the net annual sum of (\$_____).

Section 9. A certified copy of this resolution shall be filed with the County Auditors of Polk and Dallas Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. A portion of the Projects identified in the preamble hereof have been authorized and approved as urban renewal projects of the City. The City hereby declares its intent to use incremental property tax revenues from its respective urban renewal areas pursuant to Section 403.19 of the Code of Iowa for the payment of some or all of the principal of and interest on the Bonds allocable to the financing of such urban renewal projects.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. It is the intention of the City that the interest on the Bonds be and remain exempt from the taxes imposed by Subchapter II (Personal Net Income Tax) and Subchapter III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended. The City hereby declares that the Bonds are being issued solely for the urban renewal purposes of the City pursuant to the authority granted in Section 403.12 of the Code of Iowa and under the urban renewal plan for the Clive Urban Renewal Area. Furthermore, the City covenants to use the proceeds from the issuance of the Bonds strictly for the carrying out of urban renewal projects in the Clive Urban Renewal Area as set forth in the preamble hereof.

Section 13. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved October 24, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
POLK AND DALLAS COUNTIES SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the sale and issuance of \$3,190,000 General Obligation Urban Renewal Bonds, Series 2024B of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Clive filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on October 24, 2024, entitled: “Resolution awarding \$3,190,000 General Obligation Urban Renewal Bonds, Series 2024B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Clive filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on October 24, 2024, entitled: “Resolution awarding \$3,190,000 General Obligation Urban Renewal Bonds, Series 2024B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of November 14, 2024 by and between the City of Clive, Iowa (the "City"), and _____, _____, _____ (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$3,190,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Urban Renewal Bonds, Series 2024B in the aggregate principal amount of \$3,190,000 (the "Bonds").

2. The City has adopted a resolution on October 24, 2024 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated November 14, 2024, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF CLIVE, IOWA

By _____
Mayor

Attest:

City Clerk

_____, _____

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this November 14, 2024 (the “Dated Date”) by and between the City of Clive, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$3,190,000 General Obligation Urban Renewal Bonds, Series 2024B hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

- a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
- b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
- c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
- d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Clive, Iowa Attn: City Clerk City Hall 1900 NW 114 th Street Clive, Iowa 50325-7077
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF CLIVE, IOWA

Mayor, John Edwards

Attest:

City Clerk, Matthew D. Graham

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By:_____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Clive, Iowa (the “Issuer”), in connection with the issuance of \$3,190,000 General Obligation Urban Renewal Bonds, Series 2024B (the “Bonds”), dated November 14, 2024. The Bonds are being issued pursuant to a resolution of the Issuer approved on October 24, 2024 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street, N.W., Suite 1000, Washington, D.C. 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2023-2024 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet

available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Property Valuations
Larger Taxpayers
Levies and Tax Collections
Tax Rates
Debt Limit
Direct Debt

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, event of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: November 14, 2024

CITY OF CLIVE, IOWA

By _____
Mayor, John Edwards

Attest:

By _____
City Clerk, Matthew D. Graham



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 24, 2024

RE: Resolution awarding General Obligation Urban Renewal Bonds, Series 2024B, authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds, and providing for the levy of taxes to pay the same

SYNOPSIS:

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: October 24, 2024

RE: Public Hearing for 2814 W Avenue Demolition Project - Approve Plans, Specifications and Bids

SYNOPSIS:

On October 15, 2024, the City received six bids in response to the recently issued request for bids for demolition services for 2814 W Avenue that was recently purchased as part of Alice's Road Acquisition program. The City's estimate for the project was \$47,900.

The following bids were received:

DW Zinser Company, Inc. – \$29,500

Pearson's Dirtwork- \$37,500

Earth Services/Iowa Demolition - \$39,250

J. Pettiecord - \$52,275

Elder Corporation - \$56,521

Skol Trucking - \$108,462

At this time, staff would recommend awarding the project to DW Zinser Company, Inc. for a total contract price of \$29,500.

Please feel free to contact me prior to the meeting at mmertens@cityofclive.com or at (515) 223-6221.

Attachments:

1. RFP Demolition - 2814 W Avenue
2. Resolution Approving Plans, Specifications, and Form of Contract
3. Bid Tab_2814 W AVE Demo Project
4. Bid Packet_DW Zinser Company, Inc.
5. Resolution Awarding Demolition Services Contract to DW Zinser Company, Inc.
6. Letter of Agreement_DW Zinser Company, Inc.

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING
CITY OF CLIVE
2814 W AVENUE DEMOLITION PROJECT**

NOTICE IS HEREBY GIVEN that sealed bids for the 2814 W Avenue Demolition Project is hereby requested by the City of Clive, Iowa, hereinafter referred to as "City".

Sealed bids must be received in the Office of the City Clerk, 1900 NW 114th Street, Iowa, no later than 2:00 p.m. on October 15, 2024. The envelope(s) shall be clearly marked "2814 W Avenue Demolition Project". The opening of the bids shall be completed by the City Clerk promptly following the closing of the acceptance of the sealed bids.

The main purpose of this opening is to reveal the names of the Bidders, not to serve as forum for determining the awarded bid. Bids will be evaluated promptly after opening. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of forty-five (45) calendar days thereafter. By making a bid on this Project, the bidder represents that the bidder has examined the properties in question.

Bids shall be completed in the format of a bid tabulation sheet attached hereto. Other documents that are a part of this Request for Proposal include:

- Signature Page
- Certification of Independent Price Determination
- Bonding Information
- Bid Security
- Iowa Contractor Registration

Public Hearing - A public hearing will be held by the Clive City Council on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvements, as bid by the selected bidder, at its meeting at 6:00 p.m. on October 24, 2024, in Council Chambers of the City Hall, 1900 NW 114th Street, Clive, Iowa.

The City reserves the right to reject any and all bids, to waive what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the City, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The City will enter into such contract as it shall deem to be in its best interest. The City reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids.

Sales Tax - The bidder shall not include sales tax in the bid. Rather, the City will issue tax exemption certificates to the successful low bidder after the project has been awarded.

General Nature of Public Improvement - This project includes all materials, equipment, transportation and labor needed to remove and properly dispose of demolition materials associated with the site improvements and buildings located at 2814 W Avenue and restore site to a graded, stabilized, vegetative

state. The specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

Contract Documents - Copies of the contract documents are available from the City of Clive's Community Development Department and will be e-mailed upon request.

City of Clive
Community Development Department
1900 NW 114th ST
Clive, IA 50325
(515) 223-6221
krivera@cityofclive.com

Project documents will also be available through the plan room locations below:

Master Builders of Iowa
West Des Moines Office
4100 Westown PKWY
West Des Moines, IA 50266
(515) 288-8904
info@mbionline.com

Dodge Data & Analytics
(913) 669-6637
dodge_reocmw@construction.com

Addenda - Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the City's Project Manager, Mark Mertens, and submitted no later than October 4, 2024, at 2:00 p.m.; emails may be sent to mmertens@cityofclive.com. If necessary, requests will be responded to in the form of written Addenda which will be emailed to all known Bidders no later than October 8, 2024, and submitted to the plan rooms referenced above. All Addenda shall become a part of this RFB. **It shall be the bidders responsibility to review the project for issued Addenda and acknowledge all Addenda on the Signature Page of your Bid Submittal.**

Communications/Inquiries by Contractors - Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any City employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is **strictly prohibited**. Such actions will result in the removal of the Bidder from the Contractor's List and rejection of the Contractor's bid. The ONLY position of the City is that position which is stated in writing.

Preference of Products and Labor - By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Resident Bidder Preference Law - Iowa Code 73A.21 outlines the reciprocal resident bidder and labor force preference statute. The Iowa Department of Labor (DOL) has adopted administrative rules to enforce this law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Title VI Assurances - The City of Clive in accordance with Title VI of the Civil Rights Act of 1964, 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 in 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, national origin, sex, age, or disability in consideration for award.

Contract Award/Notice to Proceed - The bidder who is awarded the contract shall execute a *Letter of Agreement* as provided in the RFB. Following the City Council action to award the contract, it is anticipated that a *Notice to Proceed* will be issued on or before November 11, 2024. **Work shall not commence prior to the issuance of a *Notice to Proceed* by the City.**

This notice is given by authority of the City of Clive.

Matthew Graham, City Clerk

INSTRUCTIONS TO BIDDERS

2814 W Avenue Demolition Project City of Clive, Iowa

Scope of Work

The primary purpose of this work at 2814 W Avenue is to demolish and haul away site and building debris, and restore property to a graded stabilized, vegetative state. Once started, the work shall be done in the most expeditious manner possible, and all work shall be completed no later than December 13, 2024. The work to be performed under this Contract shall consist of asbestos removal, building demolition, utility disconnections and removal of other improvements listed in these specifications such as: concrete, stone, brick, asphalt or other flatwork, planters, shrubbery, (including clearing and grubbing of all volunteer woody materials less than 6" in caliper), yard waste, debris, junk, fences, retaining walls and the like, as well as capping of wells or cisterns, and properly abandoning septic systems, if any.

A. Asbestos ("ACM") Removal

The Contractor agrees to furnish all tools, equipment, labor, and materials need for the removal of identified asbestos containing materials in accordance with all applicable plans, specifications, codes and ordinances of the City of Clive, Asbestos Statutes and Rules, (published by the Iowa Division of Labor), the Federal Register, 40 CFR Part 61, NESHAP and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. *Contractor certifies that it is an Iowa –registered contractor, an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform work on this project will have appropriate Iowa asbestos licenses.* Work to be performed includes the following:

- Obtaining all permits necessary for the removal of ACM.
- Removal of ACM as identified in the accompanying Asbestos Survey.
- Documentation of the amounts of ACM removed from each structure.
- Obtaining a written "all clear" statement from Atlas, who provided the above referenced Asbestos Survey, prior to proceeding with the demolition of the structure.

B. Utility Disconnects/Driveway Approach Removal

The Contractor shall be responsible for coordinating with private utility companies for disconnection of services, including, but not limited to electricity, natural gas, cable television and internet.

1. Water Service Disconnects

As part of the Project, the Contractor shall obtain a permit and shall be responsible for the disconnection of the water service at the main ***prior to demolition*** of the structure. The Contractor must coordinate an inspection through the City of Waukee Water Department prior to disconnect. Contact Tim Royer from the City of Waukee at 515-707-5003 for questions and inspections. The location of the service line, if known, will be provided by the City of Waukee to the best of its knowledge. Methods of Work on the service line and stop box shall be subject to prior approval by the City of Waukee Water Department. The Contractor shall not backfill the area prior to inspection by the City of Waukee Water Department.

2. Septic System Abandonment

As part of the Project, the Contractor shall obtain a permit to abandon the private septic system(s) from the Dallas County Public Health Department and shall be responsible for properly abandoning the private septic systems ***prior to demolition*** of the structure. All work must be approved and/or inspected by the Dallas County Public Health Department. The approximate location and type of septic system has been included in the attachments.

C. Tires, Household Hazardous Waste, White Goods and Electronics

Tires, Household hazardous waste (HHW) (which includes propane tanks, paint, pesticides and other materials that are prohibited items from disposal in municipal landfills and construction/demolition sites), white goods and electronics (e-waste) will be first segregated from the structures and transported to the Metro Waste Authority Metro Park East Landfill or Metro Park West Landfill (designated mandatory disposal sites) for disposal in accordance with its rules and regulations. These wastes may be segregated in the field and hauled in concentrated loads.

D. Demolition Structures

As part of the Project, the Contractor shall obtain the proper permits from the Iowa DNR and City of Clive. With the exception of the local demolition permit issued by the City of Clive, pay all permit fees required by the jurisdictional authority.

As shown on the attached Site Plan exhibits, all demolition debris, including the building superstructure, basement structure and footings, other cement slabs, sidewalks, driveways, planters, shrubbery, yard waste, debris, junk, retaining walls, patios, decks, fences, and the like must be removed from the site. If a retaining wall must be removed, the walls shall be completely removed, and the embankment shall be cut back to a slope of not less than three horizontal to one vertical.

E. Securing the Site

The Contractor shall take all necessary steps to secure site in a manner that limits the exposure of the general public to site conditions that may be hazardous. This shall include fencing a minimum of 48 inches in height around any worksite area(s) that may expose the public to site conditions that could be hazardous.

F. Backfill – Finishing

The Contractor shall obtain inspection and approval from the City prior to backfilling any excavations, holes or depressions. Excavations, cellar holes, basement holes, abandoned cisterns (See Section N Archeology) or other depressions in the demolition site shall be filled and compacted with sand or clean earthen fill from an off-site previously used borrow pit. A tillable layer of topsoil (minimum of 4 inches of decompacted soil meeting the Iowa Statewide Urban Design Standards Specifications for Public Improvements definition of topsoil) from an off-site previously used borrow pit shall be spread over all disturbed areas to a uniform, natural grade consistent with the established drainage patterns.

G. Erosion Control/Seeding

The Contractor shall install and maintain adequate erosion control measures to prevent the migration of site soils to any adjacent property, storm sewer or right of way. If there is migration of site soils, the Contractor shall take steps to immediately address the migration and resolve any impacts of the migration on any adjacent property, storm sewer or right of way.

The Contractor shall prepare the site, seed bed and apply Type 1 seed/mulch/fertilizer in accordance with the Iowa Statewide Urban Design Standards and Specifications for Public Improvements, latest

edition, Division 9, Section 9010, following completion of building demolition, other structure removal, and backfilling to prevent soil erosion.

If the seeding cannot be done within the prescribed time periods above through no fault of the contractor, the City shall suspend the contract days until such time as the seeding can take place according to the above.

H. Cleanup

All pieces, parts, scraps, debris, rubbish, wood or organic materials from a structure or part of a structure in the process of being demolished shall be cleaned up and removed from the premises on a daily basis. Final cleanup after a structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble with a nominal size greater than 1" (inch). All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is required to eliminate the hazard. Sewers, stacks, or other sanitary ducts extending to or through floors and slabs shall be filled as provided.

I. Debris Ownership and Hauling Responsibilities

Once the Contractor begins any activity on a site, all demolition debris and items of personal property on the site is the property of the Contractor with full rights of salvage (with the exception of the above-mentioned hazardous materials described in C above, which must be disposed of as indicated), and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. *Salvage rights do not include whole house moving.*

All demolition debris, including concrete, is to be transported to the Metro Waste Authority Metro Park East Landfill or Metro Park West Landfill (designated mandatory disposal sites) for disposal in accordance with its rules and regulations. If concrete/asphalt surfaces are deemed appropriate for recycling, those materials may be hauled to an appropriate recycling site.

J. Debris Disposal

1. The Contractor acknowledges, represents, and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities.
2. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered under the scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work.
3. The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the public, private property, and public infrastructure.
4. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

Contractor Requirements/Responsibilities

A. Debris Monitor

The City's Debris Monitor will monitor the performance of this Contract. Any direction issued by the Monitor shall be deemed as direction by the City.

B. Maintain Work Sites

The Contractor shall maintain all work sites to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed of according to applicable federal, state and local requirements.

C. Provide Personal Protective Equipment

Contractor shall be responsible for providing personal protective equipment (PPE) to its agents and employees and for ensuring its proper utilization while at the job site. This shall include at a minimum a hard hat, safety vest, goggles, and steel-toed shoes/boots. Additionally, those working in the hot zone will be equipped with PPE appropriate for such work under State/OSHA regulations.

D. Emergency Planning – Health and Safety Plan

An emergency plan (Health and Safety Plan- HASP) shall be developed prior to work commencing. This must be in compliance with OSHA 29 CFR 1910, Occupational Safety and Health Standards and OSHA 29 CFR 1926, Safety and Health Regulations for Construction.

The emergency procedures in the Health and Safety Plan shall include:

- Telephone numbers for potential emergency response (police, fire department, and emergency medical needs),
- The location of the nearest telephone and the location to the nearest hospital. A map showing streets with directions of the hospital shall also be provided in the plan.
- Considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, heat -related and other injuries.

Written procedures shall be developed and staff training in the procedures shall be provided to all employees. Employees shall be informed of the Health and Safety Planning and trained in evacuation/response procedures in the event of workplace emergencies. This plan shall be filed with the City prior to the commencement of any work. Contractor must provide certification that all staff have received HASP training.

E. Compliance with Regulations

The Contractor shall be responsible for compliance with all federal, state, and local requirements related to structure demolition and removal. **The Contractor must submit with its proposal a copy of its Iowa Contractor registration.**

F. Employ Good Demolition Techniques

As designated by the City, the Contractor shall employ good demolition techniques, which includes:

- Using demolition techniques that minimize ground disturbance. Trees shall not be removed except in cases where obstruction is a safety factor, or the tree is specifically identified in the plans and specifications.
- Maintaining the practice of keeping personnel at a safe distance from demolition activities.

- Loading the materials with techniques to maintain a sufficient distance from personnel to reduce excessive exposure to airborne material.
- Tarping loads or otherwise preventing material from becoming airborne during hauling.
- Manual cleaning of the demolition site to remove all materials from the site.

G. Equipment

The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, equipment, and other items necessary for and incidental to executing and completing all required work.

All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations, including, without limitation, all USDOT, Iowa DOT and safety regulations, and are subject to approval of the City. All loads must be secured, and solid metal tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent product to be used to pick up any oil spilled from loading or hauling vehicles.

H. Archeology

If archeological deposits (soils, features, and artifacts, including cisterns, privies and the like), or other remnants of human activity are uncovered, or if archeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the contractor will take reasonable measures to avoid or minimize harm to the findings. The contractor will then inform the City. Work in the sensitive area must remain halted until a qualified archeologist determines the extent of the discovery and the City has been notified that work may resume.

I. Hold Harmless

The Bidder agrees to protect, defend, indemnify and hold harmless the City, its officers and employees, their agencies and agents from any and all claims, damages, liability, loss and expense of every kind and nature made, arising out of, resulting from or incurred by reason of any claims, actions or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the Contractor's operation under this contract, whether by themselves or by any subcontractor or anyone directly or indirectly employed by them. Contractor is not and shall not be deemed an agent or employee of the City.

J. Estimated Quantities

The City does not guarantee any quantity of work under this contract. Actual quantities, whether lesser or greater than estimated by the Contractor on the bid tabulation sheet for each address, will not affect the pricing process as indicated, nor the total project price bid by Contractor and accepted by City. The Contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.

Bid Clarifications/Requirements

A. Bid Form

Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her 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 will not consider replies that are not on the City's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the City's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

B. Specification Deviations by the Bidder

Any deviation from this specification MUST be noted in detail and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.

C. Bidder Representation

Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.

D. Pricing

This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions, and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

E. Bidder Qualifications

No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.

F. Bid Changes

Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.

G. Bid Currency/Language

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.

H. Bid Security

Each bidder shall accompany its bid with a bid security equivalent to five percent (5%) of the bid price. The "bid security" must consist of a firm commitment such as a bid bond, certified bank check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

I. Collusive Bidding

The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

J. Brochures

Bids may include adequate brochures and advertising literature describing the service offered in such a fashion as to permit ready comparison with our specifications where applicable.

K. Telegraphic/Electronic Bid Submittal

Telegraphic and/or bid offers sent by electronic devices (e.g., facsimile machines/email) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.

L. Pre-Bid Meeting

A Pre-Bid Meeting is not required, however, if a site visit is desired prior to the submittal of a bid, please contact Mark Mertens at (515) 223-6221 to schedule a convenient time to meet on site.

M. Non-adherence to Bid Specifications

Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

N. Subcontractors

The use of subcontractors for this project is allowed, subject to the following stipulations: 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.

Bid Review and Award of Bid

Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared, and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the City will use this process.

Award of the bid shall be made to the lowest responsive and responsible Bidder meeting the required qualifications set forth herein. The following is a list of those qualifications that will be used in our determination of a Bidder's eligibility:

- Satisfactory experience in the timely completion of demolitions
- Adherence to bid specifications

- Company's reputation, legal standing and financial status
- Reference checks
- Past experience and service provided by the bidder to the City
- Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified
- Company's ability to meet the City's insurance and bonding requirements
- Strength of bidder's hiring and training programs
- Company's ability to immediately fully staff the project with certified, licensed staff
- Strength of the company's safety program and history

The City shall determine which qualified bidder has submitted the lowest responsive and responsible bid and make its recommendation to the City Council.

1. The City Council shall then consider a resolution awarding the contract work and authorizing the Mayor to sign a contract on behalf of the City. No contract shall be deemed to be created and exist, unless and until the City adopts a resolution awarding the contract and authorizing the Mayor to execute the contract.
2. The Mayor then signs the contract.
3. The City issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
4. If the City determines that all the bids received should be rejected, the bidders shall be notified by the City accordingly. At that point, the City may, or may not, re-bid the project.

Contract

A. Contract retainage

City will retain 5% of the amount due to the Contractor as per Iowa Code Section 573.12(1). Said retainage will be for the purposes of both ensuring the completion of work to the City's satisfaction and as an offset to damages to public or private property. Unresolved damaged claims exceeding 5% will be pursued against the Contractor's Performance Bond. The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site. Contractor shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City, withheld from retainage, or submitted to Contractor's Surety for payment under Contractor's Performance Bond.

B. Bonding requirements. Contractor shall be responsible to provide the following bonds:

1. Prior to, or at contract execution, Contractor shall provide a performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
2. Prior to, or at contract execution, Contractor shall provide a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

C. Contract term

The term for the Contract awarded from this Request will be until December 13, 2024. The contract may be extended as agreed by written mutual consent of the City and Contractor.

D. Conflict of terms

If there is a conflict between the terms of these Special Terms and Conditions and the Letter of Agreement, the Special Terms and Conditions shall prevail.

E. Payments

Payments will be made for all goods/services delivered, inspected and accepted within 45 days and upon receipt of an original invoice.

Attachments:

General Terms and Conditions

Bid Tabulation Form

Signature Page

Certification of Independent Price Determination

Insurance Requirements

Site Plan - List of Structures with Specific Details

ACM Survey and Results

Form of Contract- Letter of Agreement

GENERAL TERMS AND CONDITIONS

LANGUAGE, WORDS USED INTERCHANGEABLY - The word CITY refers to the CITY OF CLIVE, IOWA throughout. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER but may represent different methods of obtaining price and other information from the BIDDER.

BID TABULATION AVAILABILITY - Bids will be evaluated promptly after opening. No Bid may be withdrawn for a period of forty-five (45) calendar days of the Bid Opening date.

MODIFICATION OF AGREEMENT - No modification of award shall be binding unless made in writing and signed by the City.

LAWS AND REGULATIONS - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference.

MISCELLANEOUS - The City reserves the right to reject any and all bids or parts thereof. The City reserves the right to inspect Contractor's facilities prior to the award of this bid. The City reserves the right to negotiate optional items with the successful Bidder.

CANCELLATION - Either party may cancel the award if a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

TERMINATION OF AWARD FOR CAUSE - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the City, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Bidder. The City may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the City from the successful Bidder is determined.

TERMINATION OF AWARD FOR CONVENIENCE - The City may terminate the award at any time by giving written notice to the successful Bidder of such termination and is effective upon issuance. Delivery may be made by mail, fax, phone, or email. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.

FORCE MAJEURE - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ASSIGNMENT - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

EQUAL OPPORTUNITY - The successful firm 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 handicap.

TIME PERIOD - Prices are to be honored for the period stated in your response on the Signature Page.

EXTENSION - Any or all the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.

METHOD OF AWARDING/QUOTING - The City reserves the right to make awards based on the entire bid or on an individual basis. However, if you offer your bid based on an "all or none" condition, the City may consider your bid non-responsive and reject the entire bid.

BID INFORMATION IS PUBLIC – 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 Clive in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Clive 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 Clive and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Clive arising from any bid opportunity.

PURCHASE ORDER – Purchase Orders will not be issued from the City of Clive.

NO GIFT STANDARD – The City of Clive is committed to upholding the highest ethical standards in all our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

BID TABULATIONS PAGE – 2814 W Avenue (2814 W Avenue Demolition Project)

Having examined the foregoing specifications, all related documents and the sites of the proposed work and being familiar with all conditions of the proposed work, including availability of equipment and labor, the undersigned hereby proposed to perform in accordance with this Request for Bid and the prices stated. These prices shall cover all expenses incurred in performing the required work under the Contract documents, of which this Request for Bid is a part. Contractor agrees to commence work under this Contract on a date to be specified in a written Notice to Proceed from the City and to fully complete the work in the contractual period allotted. **Any changes in the Scope of Work will take the form of written amendment(s). The estimated quantities the Contractor has indicated below may not reflect the actual quantities of debris that will be moved as a part of this contract.** These estimated quantities will be used for the sole purpose of assisting the City in its evaluation of the bids for the contract award, if one is to be made. The Contractor acknowledges that no representation or guarantee is made by the City or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **The tipping fee charged by the _____ Landfill is \$_____ per ton. The Contractor shall pay all tipping fees and disposal costs and shall be included in the unit prices submitted on this form.** Contractor agrees to complete the project as described in accordance with the specifications and other information included in the Contract Documents for the following prices:

ITEM	ITEM DESCRIPTION	EST. QUANTITY	UNIT PRICE WRITTEN	UNIT PRICE NUMERIC	PRICE EXTENSION
1	REMOVAL OF ACM as required in the RFB.	_____ This site	\$ _____	_____ This site	\$ _____
2	REMOVAL OF BUILDINGS AND STRUCTURES. The Contractor shall remove basement, foundation, decks, garages and the like as required in the RFB.	_____ Tons	\$ _____ Per ton	\$ _____ Per ton	\$ _____
3	REMOVAL OF CONCRETE-ASPHALT-ROCK. The Contractor shall remove all patios, driveways, sidewalks and the like as required in the RFB.	_____ Tons	\$ _____ Per ton	\$ _____ Per ton	\$ _____
4	WHITE GOODS. The Contractor shall remove and transport all white goods (appliances), furnaces, water heaters and the like. All units are to be handled in a manner to prevent them from discharging any remaining refrigerants.	_____ Pieces	\$ _____ Per piece	\$ _____ Per piece	\$ _____
5	ELECTRONIC WASTE. The Contractor shall remove and transport all electronic wastes to the site designated in the RFB.	_____ Pieces	\$ _____ Per piece	\$ _____ Per piece	\$ _____
6	HOUSEOLD HAZARDOUS WASTES. The Contractor shall remove and transport all household hazardous wastes to the site designated in the RFB.	_____ Pounds	\$ _____ Per pound	\$ _____ Per pound	\$ _____
7	UTILITIES DISCONNECTS. The Contractor shall disconnect and remove all utilities as required in the RFB.	_____ This site	\$ _____ This site	\$ _____ This site	\$ _____
8	CLEAN FILL DIRT. The Contractor shall acquire, deliver, place and compact clean fill dirt as required in the RFB.	_____ Tons	\$ _____ Per ton	\$ _____ Per ton	\$ _____
9	REMOVAL OF LANDSCAPING, YARD WASTE, SHRUBBERY. The Contractors shall clear and grub the site sufficiently to allow for unobstructed mowing as required in the RFB.	_____ Tons	\$ _____ Per ton	\$ _____ Per ton	\$ _____
10	EROSION CONTROL/SEEDING/FERTILIZER/MULCH. The Contractor shall apply per RFB specifications.	_____ This site	\$ _____ This site	\$ _____ This site	\$ _____

BID TABULATION IS FOR THE STRUCTURES INCLUDED IN: 2814 W Avenue Demolition Project

TOTAL BID PRICE, NOT TO EXCEED: \$ _____ (NUMERIC)

TOTAL BID PRICE, NOT TO EXCEED: \$ _____ (WRITTEN)

CONTRACTOR: _____ BY: _____

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 they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, consisting of the total of the tabulated amounts submitted for each site is not to exceed \$_____.

Amount in written form, not to exceed: \$_____.

The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print name and title) _____

Authorized Representative's Signature: _____

Date: _____ Email: _____

Phone: _____ Fax: _____

EXCEPTIONS/DEVIATIONS to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions".

FIRM PRICING. Offered prices shall remain firm for a minimum of 45 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract. ***Any changes in the Scope of Work will take the form of written amendments; all bid tabulations are made on a "not to exceed" basis.***

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda).

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number _____ Date _____ Addenda Number _____ Date _____

Addenda Number _____ Date _____ Addenda Number _____ Date _____

PAYMENT METHOD. A check will be issued upon passing Final Inspection from the Building Official and the Debris Monitor.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition. Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision; or has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to any paragraphs of this provision and as an authorized agent, does certify that the principals named herein have not participated, and will not participate, in any action contrary to any paragraphs of this provision; and as an agent, has not personally participated, and will not participate, in any action contrary to any paragraphs of this provision.

Bidder's Organization _____

Title _____

Name _____

Signature _____

INSURANCE REQUIREMENTS

CONTRACTOR, at its own expense, shall procure and maintain the following insurance to cover all risk which shall arise directly or indirectly from CONTRACTOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** with limits of liability of \$1,000,000 and shall meet the requirements of the Iowa Workers Compensation Law covering all the Contractors employees carrying out their work.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 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 damage sustained by reason of the Contractor or its employees carrying out their work.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.

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. Asbestos removal must be done by a licensed asbestos removal contractor with a current certificate of insurance on file with the City.

Qualifying insurance

Policies shall be issued by insurers who are authorized to do business in the State of Iowa. All policies shall be occurrence form and not claims made form. The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

Additional Insured

The City of Clive, its officers and employees shall be named as additional insured on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers' compensation insurance.

Certificate of Insurance Requirements

1. "The City Clive, its officers and employees" shall be designated as additional insured's.
2. The following address must appear in the Certificate Holder section: City of Clive, 1900 NW 114th Street, Clive, Iowa, 50325.
3. Certificate of Insurance must be provided to the City prior to starting the project and before a permit is issued.
4. Contractor shall provide the City with a renewal certificate of insurance 20 days prior to policy expiration dates.

Demolition Site Plan
2814 W Avenue

General Notes:

1. This project shall include the removal of building(s) and all other associated improvements (including but not limited to footings, basement walls/floors, fencing, driveway, landscaping, patios, junk/debris, etc.)
2. Asbestos removal is required per the details of the contract documents.
3. As needed, provide and erect temporary (minimum of 48" in height) around all excavations, buildings, or other dangerous elements that may pose hazard to the general public. Maintain fencing to consistently restrict from top of grade and to prevent any horizontal openings greater than 2 inches. Remove fencing at no cost to the City.
4. Protect all adjacent structures, driveways, utilities, lawns, and other property elements from damage from demolition activities. Any adjacent property damage repair shall be made by the contractor at no cost to the city.
5. Promptly remove any demolition debris, litter, or mud from streets, right-of-way, or adjacent property caused by demolition activities. Repair damage to any streets, right-of-way, or adjacent property caused by the demolition activities at no cost to the City.
6. Maintain or re-establish all tile, roadway subdrains, culverts, or drainage facilities not identified in the contract documents for removal.
7. Septic System shall be properly abandoned and all Local, State, and Federal Permits must be obtained. (approximate location)
8. Water Service shall be disconnected per the contract documents and under the authority of the City of Waukeee.
9. Take steps to prevent the generation of litter during demolition and collect all litter from the demolition area at the end of each working day. Cover all open-bodied vehicles transporting demolition and trash.
10. Erosion control filter sock may be required in areas of the demolition project if sediment loss can occur.
11. Provide topsoil (minimum of 4 inches) as necessary to prevent any ponding for final grade.
12. Once final grade has been achieved, all disturbed areas shall be mulched and seeded.
13. Gravel approach/driveway shall be removed.
14. Remove all junk/debris throughout the property with this project at no additional cost to the City.



EXHIBIT "A"

**Asbestos Survey Results
2814 W Avenue**



NESHAP Asbestos Inspection Report

PREPARED FOR:

City of Clive
Mr. Mark Mertens
1900 NW 114th Street
Clive, Iowa 50325

PROJECT LOCATION:

2814 W Avenue
Clive, Iowa

Project Date: September 11, 2024

Report Date: September 16, 2024

Atlas Project ID: 204BS07696

PREPARED BY:

Atlas Technical Consultants
4503 East 50th Street, Suite 800
Des Moines, IA 50317



September 16, 2024

City of Clive
Mr. Mark Mertens
1900 NW 114th Street
Clive, IA 50325

Subject: **NESHAP Asbestos Inspection Report**
2814 W Avenue
Clive, Iowa
Atlas Project No.: 204BS07696

Dear Mr. Mertens:

Atlas Technical Consultants (Atlas) is pleased to submit this report for the results of the asbestos testing conducted on September 11, 2024 at 2814 W Avenue in Clive, Iowa. The testing was conducted to identify the possible presence of asbestos containing materials that may be impacted by planned demolition activities at the site.

1.0 *Asbestos Inspection*

Mr. Eric Brown of Atlas conducted an inspection and testing to identify the presence of asbestos containing materials (ACMs) that may be impacted by planned demolition activities. The inspection was limited to accessible areas in the 2814 W Avenue home, garage, and shed.

Mr. Brown's State of Iowa Asbestos Inspector license number is #24-11418. Staff certifications are provided in Attachment A. Atlas' asbestos inspection was performed in general accordance with the sampling protocols as outlined in AHERA, 40 Code of Federal Regulations (CFR) 763. Approximate quantities of visible and accessible suspect materials were estimated by field measurements.

Laboratory Analytical Method

Bulk samples were collected from suspect asbestos containing building materials by assessing the condition of the material and removing a small piece that was then placed into a sample bag, sealed and uniquely labeled. The samples were submitted to EMSL Analytical Inc. (EMSL) Laboratory in Cinnaminson, New Jersey for analysis using Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building



Materials" (EPA/600/R-93/116, July 1993). The laboratory is registered as an American Industrial Hygiene Association (AIHA)-accredited laboratory and participates in the National Voluntary Lab Accreditation Participation (NVLAP) (Lab #101048-0).

Asbestos Results

Atlas submitted forty-nine (49) bulk samples of suspect asbestos containing materials for laboratory analysis. A summary of the analytical results is provided in Table 1 below. Copies of laboratory analytical reports and chain-of-custody are provided in Attachment B.



Table 1. Suspect Asbestos Containing Materials (>1%)

Sample No.	Homogenous Material	Location	Asbestos Content per Layer	Estimated Quantity
2814-1	White Caulk	East Bathroom	ND	100 LF
2814-2	Attic Insulation	Attic Crawl Space	ND	1,500 SQFT
2814-3	Sheet Flooring	Mud Room	ND	150 SQFT
2814-4	Faux Wood Flooring	NE Room	ND	500 SQFT
2814-5	White Sheet Flooring	Quarter Bathroom	ND	100 SQFT
2814-6	Faux Tile Flooring	Full Bathroom	ND	200 SQFT
2814-7	Cream Sheet Flooring	Full Bathroom	ND	200 SQFT
2814-8	Gray Mastic	Full Bathroom	ND	200 SQFT
2814-9	Brick Grout	South Wall	ND	500 SQFT
2814-10	Brick Grout	NE Room	ND	600 SQFT
2814-11	Brick Grout	West Room	ND	500 SQFT
2814-12	Rock Wall Grout	Rock Wall	ND	300 SQFT
2814-13	¾" Drywall	West Room	ND	1,200 SQFT
2814-14	½" Drywall	Northwest Room	ND	1,200 SQFT
2814-15	Drywall Tape	Northwest Room	ND	1,200 SQFT
2814-16	Drywall Mud	Northwest Bedroom	ND	1,200 SQFT
2814-17	Drywall Mud	Southwest Bedroom	ND	1,200 SQFT
2814-18	Drywall Mud	West Room	ND	1,200 SQFT
2814-19	Drywall Mud	West Room	ND	1,200 SQFT
2814-20	Drywall Mud	West Room Ceiling	ND	1,200 SQFT
2814-21	Drywall Mud	Northeast Room	ND	1,200 SQFT
2814-22	Drywall Mud	Northeast Room	ND	1,200 SQFT



2814-23	Drywall Mud	Northeast Room	ND	1,200 SQFT
2814-24	Drywall	Northeast Room	ND	1,200 SQFT
2814-25	Drywall Tape	Living Room	ND	1,200 SQFT
2814-26	Drywall	Living Room	ND	1,200 SQFT
2814-27	Drywall Mud	Living Room	ND	1,200 SQFT
2814-28	Drywall Mud	Living Room	ND	1,200 SQFT
2814-29	Drywall Mud	Mud Room	ND	1,200 SQFT
2814-30	Drywall Mud	Full Bathroom	ND	1,200 SQFT
2814-31	Drywall Mud	Northwest Room	ND	1,200 SQFT
2814-32	Textured Ceiling	Northwest Room	ND	800 SQFT
2814-33	Textured Wall	Quarter Bathroom	ND	800 SQFT
2814-34	Textured Ceiling	West Room	ND	800 SQFT
2814-35	Roof Tar	Roof	ND	5 SQFT
2814-36	Shingle (Upper) Red	Roof	ND	1,500 SQFT
2814-37	Shingle (Lower) Tan	Roof	ND	1,500 SQFT
2814-38	Roof Paper	Roof	ND	1,500 SQFT
2814-39	Roof Tar	Roof, House and Detached Brick Garage	2% Chrysotile	13 Roof Vents
2814-40	Texture Wall Tan	Garage Exterior Wall	ND	1,200 SQFT
2814-41	CMU Mortar	Garage	ND	1,200 SQFT
2814-42	Brick Mortar	Garage	ND	200 SQFT
2814-43	Brick Mortar	Main House	ND	200 SQFT
2814-44	White Caulk	Main House	ND	100 LF
2814-45	Gray Caulk	Main House	ND	100 LF
2814-46	Brick Mortar	North Shed	ND	100 SQFT
2814-47	Drywall Tape	North Shed	ND	250 SQFT
2814-48	Drywall Mud	North Shed	ND	250 SQFT
2814-49	Drywall	North Shed	ND	250 SQFT



Quantities of ACM are estimations and should be verified by contractors in the field. Contractors should use caution during construction-related activities as concealed asbestos-containing materials that were not previously accessible may be encountered. If materials not sampled during this investigation are later discovered, they should be sampled and confirmed if they contain regulated quantities of asbestos by PLM analysis. If so confirmed, they will require removal and disposal in accordance with federal, state and local regulations, prior to disturbance. Work activities involving exposure to asbestos-containing materials requires personnel training, monitoring and accreditations.

Asbestos-Containing Materials (>1% Asbestos)

The U.S. EPA and State of Iowa defines an asbestos containing material as a material containing >1% asbestos. If asbestos containing materials will be disturbed as part of renovation or demolition activities, they must be abated by a State of Iowa certified asbestos abatement contractor prior to disturbance.

2.0 Conclusions

Based upon the findings of the September 11, 2024 inspection, asbestos was identified. Abatement is required prior to demolition.

3.0 Limitations

Atlas' survey was limited to the observation, minimal destructive sampling and analysis of suspect ACMs associated with planned demolition activities. Atlas did not collect samples from areas that were inaccessible / could not be safely accessed or that were outside the scope of this limited inspection.

Contractors should use caution during construction-related activities as concealed ACMs that were not previously identified may be encountered. If materials not sampled during this investigation are later identified to contain regulated quantities of asbestos, then they should be removed and disposed in accordance with federal, state and local regulations, prior to disturbance. Abatement of ACMs must be performed by a licensed abatement contractor.

This report should not be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Abatement Project Design document or an Abatement Work Plan.

The opinions presented within this report apply to the site conditions existing at the time of Atlas's investigation and interpretation of current regulations pertaining to ACMs. All



applicable federal, state and local regulations should always be verified prior to any work that will disturb materials potentially containing regulated quantities of asbestos.

If you have any questions regarding this report or require further clarification, please contact us.

Sincerely,

ATLAS TECHNICAL CONSULTANTS LLC

Prepared By:

A handwritten signature in blue ink that reads "Eric Brown".

Eric Brown, MS
Environmental Scientist
IA Asbestos Inspector # (23-9474)

Reviewed By:

A handwritten signature in blue ink that reads "Jim Pagel".

Jim Pagel
Sr. Client Services Manager
(402) 501-9203

Attachments:

- Attachment A: Certifications / Licenses
- Attachment B: Asbestos Analytical Results and Chain-of-Custody
- Attachment C: Photo Log

APPENDIX A
CERTIFICATIONS / LICENSES



View of the front of 2814 W Avenue.

1



Representative View of the Asbestos Containing Roof Tar.
(2814-39 {misabeled as 34}, 2% Chrysotile)

2

Photograph Log
2814 W Avenue
Clive, Iowa

Atlas Technical Consultants, LLC
4503 East 50th Street, Suite 800,
Des Moines, IA 50317
(515) 981-4528
Project No. 204BS07696

APPENDIX B
ASBESTOS ANALYTICAL RESULTS & CHAIN OF CUSTODY



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042419016

Customer ID: ATC55

Customer PO:

Project ID:

Attention: Eric Brown

Atlas Technical

11117 Mockingbird Drive

Omaha, NE 68137

Phone: (402) 697-9747

Fax: (402) 597-8532

Received Date: 09/12/2024 9:30 AM

Analysis Date: 09/13/2024

Collected Date: 09/11/2024

Project: 204BS07896 / 2814 W. Ave, Clive, IA

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2814-1 042419016-0001	M Floor - East Bathroom - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-2 042419016-0002	2nd Floor - Attic Crawlspace - Attic Insulation	Tan Fibrous Homogeneous	10% Cellulose 75% Glass	15% Non-fibrous (Other)	None Detected
2814-3 042419016-0003	M Floor - Mudroom - Sheet Flooring	Tan Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
2814-4 042419016-0004	M Floor - NE Room - Faux Wood Flooring	Brown/Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
2814-5 042419016-0005	M Floor - Quarter Bathroom - White Sheeting Flooring	White Non-Fibrous Homogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
2814-6 042419016-0006	M Floor - Full Bathroom - Faux Tile Flooring	Tan Non-Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected
2814-7 042419016-0007	M Floor - Full Bathroom - Cream Sheet Flooring	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-8 042419016-0008	M Floor - Full Bathroom - Gray Mastic	Gray Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
2814-9 042419016-0009	M Floor - Living Room - Brick Grout - South Wall	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-10 042419016-0010	M Floor - NE Room - Brick Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-11 042419016-0011	M Floor - West Room - Brick Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-12 042419016-0012	M Floor - Living Room - Rock Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-13-Drywall 042419016-0013	M Floor - West Room - Drywall	Tan/White Non-Fibrous Homogeneous	12% Cellulose	88% Non-fibrous (Other)	None Detected
2814-13-Joint Compound 042419016-0013A	M Floor - West Room - Drywall	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-14 042419016-0014	M Floor - NW Room - Drywall	White Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
2814-15 042419016-0015	2nd Floor - Northwest Bedroom - Drywall Tape	Tan Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected

Initial report from: 09/13/2024 14:39:07



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com/cinnasblab@EMSL.com>

EMSL Order: 042419016

Customer ID: ATC55

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2814-16 042419016-0016	2nd Floor - Northwest Bedroom - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-17 042419016-0017	2nd Floor - SW Bedroom - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-18 042419016-0018	M Floor - West Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-19 042419016-0019	M Floor - West Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-20 042419016-0020	M Floor - West Room Ceiling - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-21 042419016-0021	M Floor - NE Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-22 042419016-0022	M Floor - NE Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-23 042419016-0023	M Floor - NE Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-24 042419016-0024	M Floor - NE Room - Drywall	Tan/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
2814-25 042419016-0025	M Floor - Living Room - Drywall Tape	Tan Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
2814-26 042419016-0026	M Floor - Living Room - Drywall	White Non-Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (Other)	None Detected
2814-27 042419016-0027	M Floor - Living Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-28 042419016-0028	M Floor - Living Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-29 042419016-0029	M Floor - Mudroom - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-30 042419016-0030	M Floor - Full Bathroom - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-31 042419016-0031	M Floor - Northwest Room - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-32 042419016-0032	M Floor - Northwest Room - Textured Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-33 042419016-0033	M Floor - Quarter Bathroom - Textured Wall	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-34 042419016-0034	M Floor - West Room - Textured Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 09/13/2024 14:39:07



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042419016

Customer ID: ATC55

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2814-35 042419016-0035	Roof - Roof Tar	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
2814-36 042419016-0036	Roof - Red Upper Shingle	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
2814-37 042419016-0037	Roof - Tan Older Shingle	Black Non-Fibrous Homogeneous	12% Cellulose	88% Non-fibrous (Other)	None Detected
2814-38 042419016-0038	Roof - Roof Paper	Black Non-Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
2814-39 042419016-0039	Roof - Photo'd as 34 Roof - Roof Tar	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
2814-40 042419016-0040	Exterior - SE Garage Ext - South - Red/Tan Fiberglass	Tan Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
2814-41 042419016-0041	Exterior - SE Garage Ext - South - Cinderblock CMU	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-42 042419016-0042	Exterior - West Wall - SE Garage - Brick Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-43 042419016-0043	Exterior - Main House Ext - SW - Chimney Brick Grout	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-44 042419016-0044	Exterior - Main House Ext - SW - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-45 042419016-0045	Exterior - SE Corner - Main House - Gray Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-46 042419016-0046	Exterior - North Building - Brick Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-47 042419016-0047	North Building - Ceiling Only - Drywall Tape	Tan Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
2814-48 042419016-0048	North Building - Ceiling Only - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2814-49 042419016-0049	North Building - Ceiling Only - Drywall	White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnaslab@EMSL.com

EMSL Order: 042419016

Customer ID: ATC55

Customer PO:

Project ID:

Analyst(s)

Megan Bosch (50)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, PA ID# 68-00367, LA #04127

Initial report from: 09/13/2024 14:39:07



Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.

042419016

RECEIVED
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
EMAIL: e@emsl.com

2024 SEP 12 A 11:26

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information	Customer ID:	Billing ID:	
	Company Name: Atlas Technical	Company Name: Atlas Technical	
	Contact Name:	Billing Contact: Steve Hudson	
	Street Address: 11117 Mockingbird Drive	Street Address: 11117 Mockingbird Drive	
	City, State, Zip: Omaha NE 68131 Country: US	City, State, Zip: Omaha NE 68131 Country: US	
Phone: 402-697-9747	Phone: 402-697-9747		
Email(s) for Report: eric.l.brown@oneatlas.com	Email(s) for Invoice:		
Project Information			
Project Name/No: 5 HOMES CLIVE	2043507896	Purchase Order:	
EMSL LIMS Project ID: (If applicable, EMSL will provide)	US State where samples collected: IA	State of Connecticut (CT) must select project location: ☐ Commercial (Taxable) ☐ Residential (Non-Taxable)	
Sampled By Name: ERIC BROWN	Sampled By Signature: Eric Brown	No. of Samples in Shipment: 49	
Turn-Around-Time (TAT)			
☐ 3 Hour ☐ 4-5 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.			
Test Selection			
<u>PCM Air</u> ☐ NIOSH 7400 ☐ NIOSH 7400 w/ 8hr. TWA <u>PLM - Bulk (reporting limit)</u> ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) ☐ POINT COUNT ☐ 400 (<0.25%) ☐ 1,000 (<0.1%) POINT COUNT w/ GRAVIMETRIC ☐ 400 (<0.25%) ☐ 1,000 (<0.1%) ☐ NIOSH 9002 (<1%) ☐ NYS 198.1 (Friable - NY) ☐ NYS 198.6 NOB (Non-Friable - NY) ☐ NYS 198.8 (Vermiculite SM-V)	<u>TEM - Air</u> ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312* <u>TEM - Bulk</u> ☐ TEM EPA NOB ☐ NYS NOB 198.4 (Non-Friable-NY) ☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%) <u>Other Test (please specify)</u>	<u>TEM - Settled Dust</u> ☐ Microvac - ASTM D5755 ☐ Wipe - ASTM D6480 ☐ Qualitative via Filtration Prep ☐ Qualitative via Drop Mount Prep <u>Soil - Rock - Vermiculite (reporting limit)*</u> ☐ PLM EPA 600/R-93/116 with milling prep (<0.25%) ☐ PLM EPA 600/R-93/116 with milling prep (<0.1%) ☐ TEM EPA 600/R-93/116 with milling prep (<0.1%) ☐ TEM Qualitative via Filtration Prep ☐ TEM Qualitative via Drop Mount Prep	
*Please call with your project-specific requirements.			
☐ Positive Stop - Clearly Identified Homogeneous Areas (HA)		Filter Pore Size (Air Samples) ☐ 0.8um ☐ 0.45um	
Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
	See the other sheets		
Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)			
Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 9/12/24 17:00	Received by: Chale EMSL FX	Date/Time: 9/12/24 9:30
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - COC-05 Asbestos R15 4/23/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

ASBESTOS BULK SAMPLE FORM



11117 Mockingbird Drive
Omaha, NE 68137

Page 1 of 4
RECEIVED
EMSL
CINNAMINSON, IA
Phone (402) 697-9747
Fax (402) 597-8532

Project Information

Client:	Project Description: 2814-	Project Manager: Inspector: EB
Date: 9/11/24	Site Location: Clive	ATLAS PROJECT NUMBER: 204BS07696

Sample #	Material Description	Floor	Sample Location	Quantity
2814-1	White Caulk	M	East Bathroom	
2814-2	Attic insulation	2nd	Attic Grawl Space	
2814-3	tan Sheet Flooring	M	Mud room	
2814-4	Saux wood Flooring	M	NE Room	
2814-5	White Sheetmold Flooring	M	Quarter bathroom	
2814-6	Saux tile Flooring	M	Full bathroom	
2814-7	Cream Sheet Flooring	M	Full bathroom	
2814-8	Gray Mastic	M	Full bathroom	
2814-9	Brick Grout South wall	M	living room	
2814-10	Brick Grout NE Room	M	NE Room	
2814-11	Brick Grout west Room	M	West Room	
2814-12	Rock Grout Living Room	M	Living Room	
2814-13	West Room Drywall 1/2 in 3/8 in	M	West Room	

09/24/2024

ASBESTOS BULK SAMPLE FORM

Page 3 of 4

RECEIVED
EMSL
CINNATI, OH
Phone: (402) 697-9747
Fax: (402) 597-8532

ATLAS

11117 Mockingbird Drive
Omaha, NE 68137

Project Information

Client:	Project Description: 2814 W Ave	Project Manager: Inspector: EIB
Date: 9/11/24	Site Location: Clive	ATLAS PROJECT NUMBER: 204BS07696

Sample #	Material Description	Floor	Sample Location	Quantity
2814-14	Northwest Room 1/2 in Drywall	M	NW Room	
2814-15	Drywall tape	2nd	Northwest Bedroom	
2814-16	Drywall mud	2nd	Northwest Bedroom	
2814-17	Drywall mud	2nd	SW Bedroom	
2814-18	Drywall mud	M	West Room	
2814-19	Drywall mud	M	West Room	
2814-20	Drywall Mud	M	West Room ceiling	
2814-21	Drywall Mud	M	NE Room	
2814-22	Drywall Mud	M	NE Room	
2814-23	Drywall Mud	M	NE Room	
2814-24	Dry wall	M	NE Room	
2814-25	Drywall tape	M	Living Room	
2814-26	Drywall	M	Living Room	

09/24/2024

ASBESTOS BULK SAMPLE FORM

Page 3 of 4

EMSL

CINNAMOUS

Phone (402) 697-9747

Fax (402) 597-8532

2024 SEP 12 A 11:26

Project Information

Client:	Project Description: 2814 W Ave	Project Manager: JP Inspector: EB
Date: 9/14/24	Site Location: CLIVE	ATLAS PROJECT NUMBER: 264BS07696

Sample #	Material Description	Floor	Sample Location	Quantity
2814-27	Drywall Mud	M	Living Room	
2814-28	Drywall Mud	M	Living Room	
2814-29	Drywall Mud	M	Mud Room	
2814-30	Drywall Mud	M	Full Bathroom	
2814-31	Drywall Mud	M	North west Room	
2814-32	textured Ceiling	M	North west Room	
2814-33	textured Wall	M	Quarter Bathroom	
2814-34	textured Ceiling	M	West Room	
2814-35	Roof tar	R	Roof	
2814-36	Shingle - upper - red	R	Roof	
2814-37	Older Shingle - tan	R	Roof	
2814-38	Roof paper	R	Roof	
2814-39	Roof tar	R	Photo'd as 34 Roof	

ASBESTOS BULK SAMPLE FORM


 11117 Mockingbird Drive
 Omaha, NE 68137

 RECEIVED
 EMSL
 CINNAMIN
 Page 4 of 4

 2024 SEP 12
 Phone (402) 697-9747
 Fax (402) 597-8532

Project Information

Client:	Project Description: 2814 W Ave	Project Manager: JP Inspector: EB
Date: 9/11/24	Site Location: Clive	ATLAS PROJECT NUMBER: 204BS07696

Sample #	Material Description	Floor	Sample Location	Quantity
2814-40	Red tan Fiberglass #	E	SE Garage Ext - South	
2814-41	Cinder block CMU	E	SE Garage Ext - South	
2814-42	Brick Mortar	E	West wall SE Garage	
2814-43	Chimney Brick	E	Main House Ext - SW	
2814-44	Caulk - white	E	SW Window - Main House	
2814-45	Gray - Caulk	E	SE Corner - Main House Ext	
2814-46	Brick Mortar	E	North Building	
2814-47	Drywall tape	C	North Building - ceilings only	
2814-48	Drywall Mud	C	North Building Ceiling only	
2814-49	Dry wall	C	North Building Ceiling only	

APPENDIX C
PHOTO LOG

ERIC BROWN

DOB: 05-07-1970

Issued: 02-27-2024



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type

INSPECTOR

Number

24-11418

Expires

02-09-2025



Asbestos

**Larry Johnson, Jr.
Labor Commissioner**

LETTER OF AGREEMENT

Project: 2814 W Avenue Demolition Project for the City of Clive

Contractor: _____

Address: _____

City: _____

THIS AGREEMENT, entered into this ____ day of October, 2024, is by and between the City of Clive, Iowa, (hereinafter called the City), and _____, (hereinafter called the Contractor).

WHEREAS the City requires dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof,

NOW, THEREFORE, the parties hereto mutually agree as follows:

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of the City of Clive, Iowa.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid the contract price for all items satisfactorily completed. Such payment shall be full compensation for demolition services including basement foundation, for debris disposal, for furnishing and placing backfill, for site clearance, for all permits, licenses, inspections, water and sewer disconnections, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accordance with the plans and the specifications listed in the signed and awarded Request for Bid received by the City no later than 2:00 p.m. on October 15, 2024 from the Contractor.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$ _____

Contract term

The term of this Contract awarded from this Request will be until December 13, 2024. The contract may be extended as agreed by written mutual consent of the City and Contractor. Time extensions may be granted for those portions of the project affected by inclement weather conditions.

Work Commencement

Work may begin after the Notice to Proceed is provided by the City. It is anticipated that the Notice to Proceed will be issued within 2 weeks of the City Council's award of the contract.

The Contractor shall not begin work on the project until after the contract agreement is signed by the Contractor and City and a completely executed copy has been returned to the Contractor with the Notice to Proceed.

Payment

Payment will be made to the Contractor within thirty (30) days after the completion and approval thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill, or statement.

During the performance of this contract, the Contractor itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract. The Contractor must comply with the following laws and regulations: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213); Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ; Title VIII of the Civil Rights Act of 1968, as amended; Federal Executive Order 11063, as amended by Executive Order 12259; Federal Executive Order 11246, as amended.

Approved and Accepted:**CITY OF CLIVE**

By: _____

Title: John Edwards, Mayor

Date: _____

Contractor: _____

By: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING
PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR
DEMOLITION SERVICES FOR
2814 W AVENUE

WHEREAS, on the 24th day of October 2024, plans, specifications, form of contract and estimate of costs were filed with the City of Clive, Iowa, for Demolition Services for 2814 W Avenue (the “Project”); and

WHEREAS, notice of hearing on said plans, specifications, form of contract and estimate of costs was published, and a public hearing has been held thereon.

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

That the said plans, specifications, form of contract and estimate of costs for the Project are hereby approved and adopted.

PASSED AND APPROVED THIS 24th day of October 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

BID TABULATION FORM 2814 W Avenue Demolition Project BIDS RECEIVED: October 15, 2024																									
2814 W Avenue		DW Zinser			Pearson's Dirtwork			Earth Services/Iowa Demolition			J. Pettiecord			Elder Corporation			Skol Trucking, LLC								
ITEM	DESCRIPTION	QTY	UNIT PRICE	PRICE EXTENSION	QTY	UNIT PRICE	PRICE EXTENSION	QTY	UNIT PRICE	PRICE EXTENSION	QTY	UNIT PRICE	PRICE EXTENSION	QTY	UNIT PRICE	PRICE EXTENSION	QTY	UNIT PRICE	PRICE EXTENSION						
1.	REMOVAL OF ACM as required in the RFB.	30	This site	\$50.00	\$1,500.00	1	This site	\$2,500.00	\$2,500.00	1	This site	\$2,200.00	\$2,200.00	1	This site	\$1,900.00	\$1,900.00	13	This site	\$185	\$2,405.00		This site		\$6,500.00
2.	REMOVAL OF BUILDING AND STRUCTURES. The Contractor shall remove basement, foundation, decks, garages and the like as required in the RFB.	155	Tons	\$42.00	\$6,510.00	72.22	Tons	\$225.00	\$16,249.50	174	Tons	\$125.00	\$21,750.00	300	Tons	\$93.00	\$27,900.00	200	Tons	\$149	\$29,800.00		Tons		\$64,312.00
3.	REMOVAL OF CONCRETE-ASPHALT-ROCK. The Contractor shall remove all patios, driveways, sidewalks and the like as required in the RFB.	185	Tons	\$70.00	\$12,950.00	50	Tons	\$100.00	\$5,000.00	40	Tons	\$15.00	\$600.00	90	Tons	\$42.00	\$3,780.00	142	Tons	\$23	\$3,266.00		Tons		\$3,000.00
4.	WHITE GOODS. The Contractor shall remove and transport all white goods (appliances), furnaces, water heaters and the like. All units are to be handled in a manner to prevent them from discharging any remaining refrigerants.	7	Pieces	\$75.00	\$525.00	5	Pieces	\$50.00	\$250.00	5	Pieces	\$100.00	\$500.00	4	Pieces	\$100.00	\$400.00	7	Pieces	\$150	\$1,050.00		Pieces		\$400.00
5.	ELECTRONIC WASTE. The Contractor shall remove and transport all electronic wastes to the site designated in the RFB.	5	Pieces	\$10.00	\$50.00	5	Pieces	\$50.00	\$250.00	5	Pieces	\$100.00	\$500.00	4	Pieces	\$25.00	\$100.00	10	Pieces	\$90	\$900.00		Pieces		\$1,500.00
6.	HOUSEHOLD HAZARDOUS WASTES. The Contractor shall remove and transport all household hazardous wastes to the site designated in the RFB.	100	Pounds	\$0.05	\$5.00	50	Pounds	\$5.00	\$250.00	20	Pounds	\$100.00	\$2,000.00	25	Pounds	\$12.00	\$300.00	100	Pounds	\$8	\$775.00		Pounds		\$1,250.00
7.	UTILITIES DISCONNECTS. The Contractor shall disconnect and remove all utilities as required in the RFB.	2	This site	\$1,925.00	\$3,850.00	1	This site	\$5,000.00	\$5,000.00	1	This site	\$6,600.00	\$6,600.00	1	This site	\$4,900.00	\$4,900.00	1	This site	\$5,900	\$5,900.00		This site		\$7,500.00
8.	CLEAN FILL DIRT. The Contractor shall acquire, deliver, place and compact clean fill dirt as required in the RFB.	96	Tons	\$8.75	\$840.00	150	Tons	\$20.00	\$3,000.00	195	Tons	\$25.00	\$4,875.00	250	Tons	\$24.00	\$6,000.00	265	Tons	\$22	\$5,949.25		Tons		\$11,500.00
9.	REMOVAL OF LANDSCAPING, YARD WASTE, SHRUBBERY. The Contractor shall clear and grub the site sufficiently to allow for unobstructed mowing as required in the RFB.	32	Tons	\$105.00	\$3,360.00	30	Tons	\$50.00	\$1,500.00	15	Tons	\$65.00	\$975.00	15	Tons	\$33.00	\$495.00	55	Tons	\$45	\$2,475.00		Tons		\$3,500.00
10.	EROSION CONTROL/SEEDING/FERTILIZER/MULCH. The Contractor shall apply per RFB specifications.	1	This site	\$3,500.00	\$3,500.00	1	This site	\$3,500.00	\$3,500.00	1	This site	\$1,750.00	\$1,750.00	1	This site	\$6,500.00	\$6,500.00	1	This site	\$4,000	\$4,000.00		This site		\$9,000.00
SUBTOTAL					\$33,090.00				\$37,499.50				\$41,750.00				\$52,275.00				\$56,520.25	(no quantities or unit price provided)			\$108,462.00
WRITTEN BID TAB		\$29,500			\$37,500			\$39,250			\$52,275			\$56,521			\$108,462								
Price extension does not match bid tab																									

BID TABULATIONS PAGE – 2814 W Avenue (2814 W Avenue Demolition Project)

Having examined the foregoing specifications, all related documents and the sites of the proposed work and being familiar with all conditions of the proposed work, including availability of equipment and labor, the undersigned hereby proposed to perform in accordance with this Request for Bid and the prices stated. These prices shall cover all expenses incurred in performing the required work under the Contract documents, of which this Request for Bid is a part. Contractor agrees to commence work under this Contract on a date to be specified in a written Notice to Proceed from the City and to fully complete the work in the contractual period allotted. **Any changes in the Scope of Work will take the form of written amendment(s). The estimated quantities the Contractor has indicated below may not reflect the actual quantities of debris that will be moved as a part of this contract.** These estimated quantities will be used for the sole purpose of assisting the City in its evaluation of the bids for the contract award, if one is to be made. The Contractor acknowledges that no representation or guarantee is made by the City or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **The tipping fee charged by the Metro Park East Landfill is \$ 40.00 per ton. The Contractor shall pay all tipping fees and disposal costs and shall be included in the unit prices submitted on this form.** Contractor agrees to complete the project as described in accordance with the specifications and other information included in the Contract Documents for the following prices:

ITEM	ITEM DESCRIPTION	EST. QUANTITY	UNIT PRICE WRITTEN	UNIT PRICE NUMERIC	PRICE EXTENSION
1	REMOVAL OF ACM as required in the RFB.	30 This site	\$ fifty	50 This site	\$ 1,500.00
2	REMOVAL OF BUILDINGS AND STRUCTURES. The Contractor shall remove basement, foundation, decks, garages and the like as required in the RFB.	155 Tons	\$ forty-two Per ton	\$ 42 Per ton	\$ 6,150.00
3	REMOVAL OF CONCRETE-ASPHALT-ROCK. The Contractor shall remove all patios, driveways, sidewalks and the like as required in the RFB.	185 Tons	\$ seventy Per ton	\$ 70 Per ton	\$ 1,280.00
4	WHITE GOODS. The Contractor shall remove and transport all white goods (appliances), furnaces, water heaters and the like. All units are to be handled in a manner to prevent them from discharging any remaining refrigerants.	7 Pieces	\$ seventy-five Per piece	\$ 75 Per piece	\$ 525.00
5	ELECTRONIC WASTE. The Contractor shall remove and transport all electronic wastes to the site designated in the RFB.	5 Pieces	\$ ten Per piece	\$ 10 Per piece	\$ 50.00
6	HOUSEHOLD HAZARDOUS WASTES. The Contractor shall remove and transport all household hazardous wastes to the site designated in the RFB.	100 Pounds	\$ five cents Per pound	\$ 0.05 Per pound	\$ 5.00
7	UTILITIES DISCONNECTS. The Contractor shall disconnect and remove all utilities as required in the RFB.	2 This site	\$ onethousand nine hundred twenty-five This site	\$ 1,925 This site	\$ 3,850.00
8	CLEAN FILL DIRT. The Contractor shall acquire, deliver, place and compact clean fill dirt as required in the RFB.	96 Tons	\$ eight hundred seventy-five Per ton	\$ 8.75 Per ton	\$ 936.00
9	REMOVAL OF LANDSCAPING, YARD WASTE, SHRUBBERY. The Contractors shall clear and grub the site sufficiently to allow for unobstructed mowing as required in the RFB.	32 Tons	\$ one hundred five Per ton	\$ 105 Per ton	\$ 3,360.00
10	EROSION CONTROL/SEEDING/FERTILIZER/MULCH. The Contractor shall apply per RFB specifications.	3,500 This site	\$ three thousand five hundred This site	\$ 3,500 This site	\$ 3,500.00

BID TABULATION IS FOR THE STRUCTURES INCLUDED IN: 2814 W Avenue Demolition Project

TOTAL BID PRICE, NOT TO EXCEED: \$ 29,500 (NUMERIC)

TOTAL BID PRICE, NOT TO EXCEED: \$ Twenty nine thousand five hundred (WRITTEN)

CONTRACTOR: DW Zinser Company, Inc.

BY: [Signature]

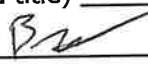
SIGNATURE PAGE

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 they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, consisting of the total of the tabulated amounts submitted for each site is not to exceed : 29,500

Amount in written form, not to exceed: Twenty-nine thousand five hundred.

The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page.

Submitting Firm: DW Zinser Comapny, Inc
Address: 1775 Commercial Drive
City: Walford State: IA Zip: 52351
Authorized Representative (print name and title) Brent Tegels, CFO
Authorized Representative's Signature: 
Date: 10/10/24 Email: accounting@dwzinser.com
Phone: 319-846-8090 Fax: 319-846-3351

EXCEPTIONS/DEVIATIONS to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions".

No Exceptions

FIRM PRICING. Offered prices shall remain firm for a minimum of 45 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract. ***Any changes in the Scope of Work will take the form of written amendments; all bid tabulations are made on a "not to exceed" basis.***

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda).
The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number _____	Date _____	Addenda Number _____	Date _____
Addenda Number _____	Date _____	Addenda Number _____	Date _____

PAYMENT METHOD. A check will be issued upon passing Final Inspection from the Building Official and the Debris Monitor.

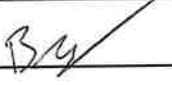
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition. Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision; or has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to any paragraphs of this provision and as an authorized agent, does certify that the principals named herein have not participated, and will not participate, in any action contrary to any paragraphs of this provision; and as an agent, has not personally participated, and will not participate, in any action contrary to any paragraphs of this provision.

Bidder's Organization DW Zinser Comapany, Inc.

Title CFO

Name Brent Tegels

Signature 

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D.W. Zinser Company

P.O. Box 398
Walford, IA 52351

OWNER:

(Name, legal status and address)

City of Clive
1900 NW 114th Street
Clive, IA 50325

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

2814 W Avenue Demolition Project City of Clive, Iowa

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of October, 2024

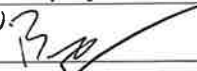


(Witness)



(Witness) Sara Huston

D.W. Zinser Company

(Principal) 

(Seal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety) 

(Seal)

(Title) Kate Zanders, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, DIONE R. YOUNG,
SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD

LUKAS SCHRODER and JAMIE GIFFORD JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 2nd day of FEBRUARY, 20 24

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 2nd day of FEBRUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of October, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Department of Inspections,
Appeals, & Licensing

**CONTRACTOR REGISTRATION
CERTIFICATE**

STATE OF IOWA

Dept. of Inspections, Appeals, & Licensing

6200 Park Avenue Suite 100, Des Moines, IA 50321-1371

Phone: 515-242-5871 | FAX: 515-725-2427

www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:

11/29/2023

DATE EXPIRES:

01/11/2025

REGISTRATION NUMBER:

C001805

DW ZINSER COMPANY INCORPORATED
1775 COMMERCIAL DR
WALFORD, IA 52351

Larry Johnson, Director

RESOLUTION NO. _____

RESOLUTION AWARDDING CONTRACT FOR
DEMOLITION SERVICES FOR
2814 W AVENUE

WHEREAS, the plans, specifications form of contract and estimate of costs for Asbestos Removal and Demolition Services for the City of Clive (the "Project") have been previously approved; and

WHEREAS, the Notice to Bidders for the taking of bids for the Project has been published, the bids have been received and opened at a public meeting, and the results of such bids have been considered at a public hearing.

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

That the bid in the sum of \$29,500 by DW Zinser Company, Inc. for the Project, as described in the plans and specifications adopted by the City of Clive be and hereby is accepted, the same being the lowest responsible bid received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans, specifications therefore, and that upon the receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED THIS 24th day of October 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

LETTER OF AGREEMENT

Project: 2814 W Avenue Demolition Project for the City of Clive

Contractor: DW Zinser Company, Inc.

Address: 1775 Commercial DR

City: Walford, IA 52351

THIS AGREEMENT, entered into this ____ day of October, 2024, is by and between the City of Clive, Iowa, (hereinafter called the City), and DW Zinser Company, Inc. (hereinafter called the Contractor).

WHEREAS the City requires dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof,

NOW, THEREFORE, the parties hereto mutually agree as follows:

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of the City of Clive, Iowa.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid the contract price for all items satisfactorily completed. Such payment shall be full compensation for demolition services including basement foundation, for debris disposal, for furnishing and placing backfill, for site clearance, for all permits, licenses, inspections, water and sewer disconnections, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accordance with the plans and the specifications listed in the signed and awarded Request for Bid received by the City no later than 2:00 p.m. on October 15, 2024 from the Contractor.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$29,500

Contract term

The term of this Contract awarded from this Request will be until December 13, 2024. The contract may be extended as agreed by written mutual consent of the City and Contractor. Time extensions may be granted for those portions of the project affected by inclement weather conditions.

Work Commencement

Work may begin after the Notice to Proceed is provided by the City. It is anticipated that the Notice to Proceed will be issued within 2 weeks of the City Council's award of the contract.

The Contractor shall not begin work on the project until after the contract agreement is signed by the Contractor and City and a completely executed copy has been returned to the Contractor with the Notice to Proceed.

Payment

Payment will be made to the Contractor within thirty (30) days after the completion and approval thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill, or statement.

During the performance of this contract, the Contractor itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract. The Contractor must comply with the following laws and regulations: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213); Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ; Title VIII of the Civil Rights Act of 1968, as amended; Federal Executive Order 11063, as amended by Executive Order 12259; Federal Executive Order 11246, as amended.

**Approved and Accepted:
CITY OF CLIVE**

By: _____

Title: John Edwards, Mayor

Date: _____

Contractor: _____

By: _____

Date: _____



Memo

TO: Mayor and Council members

FROM:

DATE: October 24, 2024

RE: Resolution Approving Plans and Specifications

SYNOPSIS:

Attachments:

None



Memo

TO: Mayor and Council members

FROM:

DATE: October 24, 2024

RE: Receipt of Bids

SYNOPSIS:

Attachments:

None



Memo

TO: Mayor and Council members

FROM:

DATE: October 24, 2024

RE: Resolution Awarding Contract - DW Zinser Company, Inc. - \$29,500

SYNOPSIS:

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Kathryn Purvis, Planner

DATE: October 24, 2024

RE: Country Club Glen Plat 13, 15925 and 15935 Hickman Road

SYNOPSIS:

The applicant, Casco Civil on behalf of Leader's Real Estate, is requesting approval of a preliminary plat to subdivide Lot 2 of Country Club Plat 12 into two lots for commercial development. Additionally, the applicant is requesting approval of a site plan to construct two one-story buildings on the newly created lots. Lot 1 of the new plat is proposed to contain a 2,450 square feet drive-thru coffee shop. Lot 2 of the new plat is proposed to contain a 4,280 square feet flex-use commercial building utilizing the 6/1000 parking requirement. There is no proposed tenant for the building on lot 2, but it is generally designed for retail or office use. Outlot A is proposed to house a stormwater detention basin. Staff report and supporting information is attached.

At their meeting on October 3, 2024, the Planning and Zoning Commission discussed the project and approved the preliminary plat and site plan for Country Club Glen Plat 13 subject to resolution of all staff comments outlined in the letter originally dated September 25, 2024 and accommodation of additional screening for the townhome residences from the drive-thru patron car lights. The applicant has worked with Staff to add additional landscaping in the area of concern with the updated site plan documents provided for the Council's review. The property owner has requested revisions to the site lighting previously submitted. Staff is working with the applicant to address their lighting requests within the adopted standards.

Staff recommends approval of the Country Club Glen Plat 13 Site Plan and Preliminary Plat subject to resolution of all staff comments outlined in the review letter dated October 15, 2024, staff approval of the final photometric and site lighting plan, and staff approval of the final stormwater facility landscaping plan.

Staff recommends approval of the Country Club Glen Plat 13 Construction Drawings for extension of sanitary sewer main, subject to resolution of all staff comments outlined in the review letter dated October 15, 2024.

If you have questions or need additional information prior to the meeting contact me at 515-223-6221 or kpurvis@cityofclive.com.

Attachments:

1. Staff report 10-3-24
2. Updated Comment letter 10-15-2024
3. Construction Drawings Comment letter 10-15-24
4. Country Club Glen Plat 13 Application
5. Notice and mailing Labels
6. Resident Correspondence and Staff response _McCartan
7. Resident comment and Staff response _Merkel
8. Country Club Glen Plat 13 Site Plan -Plan Set updated
9. Country Club Glen Plat 13 Construction Drawings for Public Improvements



Staff Report

TO: Planning and Zoning Commission members

FROM:

Kathryn Purvis, Planner

DATE: October 3, 2024

RE: Country Club Glen Plat 13 Site Plan/Preliminary Plat

GENERAL INFORMATION

Applicant: Casco Civil on behalf of Leader's Real Estate

Requested Action: Approval of a preliminary plat & site plan

Location: Lot 2 Country Club Glen Plat 12

LAND USES & ZONING			
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Property	Vacant	Commercial-Retail/Services	C-4
North	Townhome residential	Residential- Medium Density	R-4
East	Institutional - church	Commercial-Retail/Services	C-4
South	Commercial - retail, convenience, fast food	Commercial-Retail/Services	C-4
West	Commercial - grocery store	Commercial-Retail/Services	C-4

CASE HISTORY

1995- Incorporated into the City of Clive and zoned R-1

1996 - Property Rezoned from R-1 to R-4

1997- Property rezoned from R-4 to C-4

1997- Country Club Glen Plat 1 Preliminary Plat approved

1998- Country Club Glen Plat 1 Final Plat approved

2022- Country Club Plat 12 Preliminary Plat approved

2022- Country Club Plat 12 Final Plat approved

BACKGROUND

The applicant is requesting approval for a site plan and preliminary plat that will divide Lot 2 of Country Club Glen Plat 12 into two lots and one outlot in order to allow construction of a drive-thru coffee shop and a general retail/office use building. The outlot will be reserved for stormwater management. The subject property was annexed into the City in 1995, and was part of the Country Club Glen rezoning master development plan. Historically, a popcorn factory occupied the site before it was

annexed and transitioned back to agricultural use.

ANALYSIS

The subject site is approximately 2.86 acres and the preliminary plat will create two developable lots and one outlot. Lot 1 is 1.41 acres in size and is proposed to be developed into a drive-thru coffee shop. Lot 2 is 0.97 acres and is proposed for a general retail/office building. Outlot A is approximately 0.49 acres and will provide stormwater management in conjunction with the existing Outlot X. Outlot X is owned by Fareway and is intended to serve stormwater management purposes for the subject property, consistent with the Country Club Glen Plat 12 Preliminary Plat. The layout of the stormwater outlots also provides additional separation between the commercial development and townhome residences to the north.

Building Design & Site Lighting

Lot 1 is proposed to be developed with a 2,450 square feet, one-story drive-thru coffee shop. The proposed development includes a drive-thru lane along the western edge of the property that queues to the north and outlets onto the frontage road on the south boundary of the property. A patio approximately 547 square feet in size is proposed to the south of the building. The building is proposed to be constructed primarily of brick veneer with metal and wood cladding accents, consistent with the requirements of the Development Standards Manual. An aluminum decorative fence is proposed around the patio area. Rooftop mechanical units and ground mounted utilities on the building are screened.

Lot 2 is proposed to house a 4,280 square feet one-story building. There is not a proposed tenant for this building at this time; however, the site has been designed to support a flex-use commercial building utilizing the 6/1000 square feet parking requirement. Shared parking between proposed Lots 1 and 2 will be included with the final plat. The building is proposed to be constructed primarily of brick veneer with EIFS and storefront glazing as secondary materials, consistent with the requirements of the Development Standards Manual. The applicant is working on revised elevations to reflect a minimum of 60% primary materials; staff anticipates updated elevations prior to the October 3 meeting. Roof mounted mechanical units are screened with the parapet walls.

Parking lot lighting is provided throughout both Lots. Additional downcast lights are proposed on both buildings.

Site Layout & Circulation

Access to Hickman Road is provided by a frontage road that extends east and west and provides access to two controlled intersections - NW 156th Street and NW 161st Street. Access into the site from the frontage road aligns with the access from Hickman Road. The connection to the frontage road is 36' and reduces to a 30' internal drive aisle serving both proposed Lots; the additional drive aisle width is necessary to accommodate delivery vehicle routing. All drive aisles provide internal two-way circulation throughout the site. The drive-thru on Lot 1 has a dedicated exit onto the frontage road.

Pedestrian access is provided into the site with a sidewalk connection to the Racoon

River Valley Trail along Hickman Road. Additional private sidewalks provide circulation internal to the site and provide a connection to the Fareway site.

Parking

The minimum required parking for Lot 1 is 28 parking spaces (10 spaces/1000 square feet of gross floor area + exterior service area excluding the first 300 square feet). Lot two requires a minimum of 26 parking spaces (6/1000 square feet of gross floor area). The applicant is proposing a total of 66 parking spaces between the two lots that will be managed with a shared parking agreement to be executed with the final plat.

Landscaping & Stormwater Management

With initial development of Country Club Glen Plat 1 and the Country Club Pointe Townhomes, the required 50 ft landscape buffer was split between the residential townhomes and the commercial lots, resulting in half of the buffer (25' buffer width) required on each property. The required landscape buffer on the subject site was installed with the Fareway store construction; no additional landscape buffers are required. Parking lot frontage trees are located on the south side of the frontage road. Proposed site trees are in conformance with minimum planting requirements.

Outlot A is reserved for stormwater management and will not have any structures or parking areas. Stormwater is generally managed by a detention basin located in both proposed Outlot A and existing Outlot X, which will be governed by stormwater maintenance agreements for both outlots. The dumpster enclosure is proposing a hose bib to be attached for cleaning purposes. The dumpster pad will be pitched to the west, allowing the wash water to flow through the green space behind the dumpster and receive pre-treatment before being outlet into an intake protected by a Barracuda separator. Due to the overall grading of the site and location of existing utilities, on-site detention is very limited, particularly to the south from the frontage road. Barracuda separators are installed at most intakes to provide the required treatment of stormwater.

Utilities

Minor water and sanitary sewer mains extensions will be constructed to support the development. 6" water services run to both proposed buildings, as well as to a private hydrant. Separate fire and domestic water services are proposed for both buildings; however, only the drive-thru coffee shop on Lot 1 will install a sprinkler system in the building at this time.

The sanitary sewer main extension will terminate in a public manhole on Lot 1 and be extended through Lot 1 to Lot 2 in a private easement.

Private storm sewer is provided across both Lots within private easements, and outlets to the proposed detention basin to the north.

PUBLIC COMMENT

Notice was sent to the surrounding property owners within 310-feet of the subject site on September 20, 2024. To date, staff has received general inquiries via phone and email, but no comments for or against the project have been provided.

STAFF RECOMMENDATION

Staff recommends approval of the Preliminary Plat/ Site Plan for Country Club Glen Plat 13, subject to resolution of all the remaining items outlined in the staff comment letter dated September 25, 2024.

Attachments:

1. Site Plan/Preliminary Plat
2. Architectural Renderings
3. Lighting Cut Sheets
4. Notice Letter and Mail Labels
5. Public Comments
6. Comment letter 9-25-24



October 15, 2024

Steve Dahms
12 Sunnen Dr.
St. Louis, MO 63143

Re: 15935 HICKMAN RD - Site Plan and Preliminary Plat for Mixed Development at 15935 Hickman Road - Site Plan

The Community Development Department is in receipt of an application for Site Plan for the proposed Site Plan and Preliminary Plat for Mixed Development at 15935 Hickman Road located at 15935 HICKMAN RD. Based on the review of the provided submittal materials, staff have the following comments:

- **Demolition Plan:**

1. Please verify that no existing buffer materials on Outlot X are being removed.

- **Dimension Plan:**

1. Provide enough information to determine the metes and bounds of all the platted lots.

- **Landscape Plan:**

1. Adjust the plantings within the island next to the hydrant so that the hydrant is more visible from the south.

- **Photometric Plan:**

1. The lighting plan over-lights the site well beyond the City of Clive's Standards. Staff understands that the lighting is a desire of your client, however, the site must conform to the City of Clive Development Standards as provided, especially due to the proximity to residential. Staff verified that the shorter pole height (15' from 22.5') is not causing the issue, it is stemming from the additional light fixtures added to the updated plan. The previous plan submitted 9/16 was within the Clive Standard for lighting as well as consistent with the other commercial properties that are adjacent to this site.

2. The statistics table has been split into 10 different areas: however, this does not support uniformity in the lighting across the site. Staff sees an argument for three distinct areas: the frontage road, the north drive-thru

lane, and the center of the site. If there are additional distinct areas your team thinks are justifiable, please provide the areas to Staff for feedback.

3. The intensity of lighting at the drive thru window, front entrance, and patio from fixture A are very high. The Development Standards allows for a higher average of 2.8 footcandles for areas like convenience store canopies and automotive sales. I could see an argument for utilizing the 2.8 average for the drive thru window, front entrance, and patio

- **Stormwater:**

1. C3.1 include the stage-storage table from the report on this sheet for verification during as-builts. -- should be the stage / storage table listed for Hydrograph 1 - PDF page 60 stormwater report. Table headers read elevation, contour area, incremental storage, total storage.
2. C7.0 Detention Basin Outlet Structure needs to have some sort of grate for safety purposes.
3. C7.0 or other: the footprint area of the bioretention is unclear. Revise and resubmit.
4. C 7.0 staff is concerned that 6" of amended soil is insufficient depth to support the K31 tall fescue blend. The Iowa stormwater management manual recommended depth is 18-30". Typically we see 18-30" of amended soil, 3" of the 3/8" pea gravel, and 6+" of the 3/4 to 1-1/2 clean stone.
5. L1.0 staff has concerns about establishing the tall fescue in the bioretention area without being able to take the growing areas 'offline' during the establishment area. The fescue seed is likely to wash out of the system. If blanket is to be applied, include callout for another sheet (similar to the standpipe).

- **Delayed Submittal:**

1. Due at time of grading permit request:
 1. Temporary construction easement for the sidewalk between 15935 Hickman and 16035 Hickman (Fareway)
 2. Temporary construction easement for the Stormwater Detention Basin in Outlot X between 15935 Hickman, 15925 Hickman, and 16035 Hickman(Fareway).
2. Due at time of Final Plat submittal:
 4. Please identify the Clive benchmark on the final plat. Nearby benchmarks are BM#30 at NW 156th Street and Hawthorn Drive; BM#31 at NW 156th Street and Boston Pkwy; and BM#32 at Berkshire Pkwy and Sheridan Ave.
 1. Public Easement documents for :
 - a. 40' Sanitary Sewer Easement
 - b. 24' Ingress/Egress Easement
 - c. Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement for Outlot A
 2. Private easement documents for :
 - a. Sanitary sewer service for the benefit of Lot 2
 - b. Storm sewer service for the benefit of Lot 2
 - c. Private detention/stormwater easement for Outlot A
 - d. Updated detention/stormwater easement for existing Outlot X
 - e. Any additional easements that may be requested by franchise utilities, e.g. gas and electric services.
 3. General final plat documents:
 - a. Title Opinion
 - b. Approval of the Subdivision name
 - c. Mortgage consent to plat
 - d. Proprietor consent to plat
 - e. Treasurer's Certificate
 - f. Address list

Based on the satisfactory resolution of the above items and resubmittal of the Site Plan prior to , it is anticipated that the project would be placed on the 10/03/2024, Planning and Zoning Commission agenda. Please feel free to contact me on the portal or at 515-223-6221 if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathryn Purvis". The signature is fluid and cursive, with the first name "Kathryn" being more prominent than the last name "Purvis".

Kathryn Purvis

Planner



October 15, 2024

Steve Dahms
12 Sunnen Dr.
St. Louis, MO 63143

Re: CONSTRUCTION DRAWINGS

The Community Development Department is in receipt of an application for . Based on the review of the provided materials, staff have the following comments:

- **Utility Specifications:**
 1. Label sanitary manhole B as public.
 2. Indicate on the detail that public SW-301 shall have steps.

Based on the satisfactory resolution of the above items and resubmittal of the Construction Drawings prior to , it is anticipated that the project would be placed on the , agenda for City Council approval. Please feel free to contact us on the portal or at the information below if you have questions or need additional information..

Sincerely,

Amanda Grutzmacher, AICP
Senior Planner
agrutzmacher@cityofclive.com
515-223-6221

Jim Hagelie, P.E.
Engineering Services Administrator
jhagelie@cityofclive.com
515-223-6231



City of Clive

1900 NW 114th Street

Clive, IA 50325-7077

Phone (515) 223-6221

www.cityofclive.com

APPLICATION FOR DEVELOPMENT REVIEW

PERMIT

STP24-000005 Site Plan

PROJECT LOCATION

Generally located north of Hickman Road and
East of NW 161st Street.

PROJECT DESCRIPTION

Creates two separate parcels that contain a drive-
thru coffee shop and a general retail building

APPLICANT

Steve Dahms

12 Sunnen Dr.

St. Lous, MO 63143

3149607956

urgentcare@theCDcompanies.com

DEVELOPER

Leaders Real Estate

Nathan Palmer

200 E. Palm Valley Drive, Suite 1060, Oviedo, FL

6145863303

npalmer@leadersre.com

ENGINEER

CASCO

Aubrey Armstrong

12 Sunnen Drive, Suite 100, St. Louis, MO 63143

3148211100

urgentcare@theCDcompanies.com

APPLICATION DATE

04/16/2024

PROJECT NAME

Site Plan and Preliminary Plat for Mixed
Development at 15935 Hickman Road

PROPERTY OWNER

PROJECT MANAGER

CASCO

Steve Dahms

12 Sunnen Dr.

St. Lous, MO 63143

3149607956

urgentcare@theCDcompanies.com

ARCHITECT

CASCO

Steve Dahms

12 Sunnen Dr.

St. Lous, MO 63143

3149607956

urgentcare@theCDcompanies.com

MEETING DATES

PLANNING & ZONING COMMISSION

10/03/2024

CITY COUNCIL

10/24/2024



September 20, 2024

Re: 15935 HICKMAN RD - Site Plan and Preliminary Plat for Mixed Development at 15935 Hickman Road

Dear Property Owner:

Casco Civil, on behalf of Leaders Real Estate, has submitted a Site Plan and Preliminary Plat to the City of Clive to create two separate parcels that contain a drive-thru coffee shop and a general retail building generally located north of Hickman Road and East of NW 161st Street.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., Oct 03, 2024. You may attend this meeting in person in the Council Chambers at 1900 NW 114th Street, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the City's website at <http://www.cityofclive.com/connect> <http://www.cityofclive.co/>

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on Oct 10, 2024, also to be hosted in person at the above address and virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. City Council meeting agendas are available on the City's website at <http://www.cityofclive.com/connect/city.coun/>

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Council's meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

Sincerely,

A handwritten signature in dark ink that reads "Kathryn Purvis".

Kathryn Purvis

KPURVIS@CITYOFCLIVE.COM

LOCATION MAP



MEISNER, BARBARA A
15816 SHERIDAN AVE
CLIVE, IA 50325

BLIZEK, AMORITA M
15842 SHERIDAN AVE
CLIVE, IA 50325

FRUHLING FAMILY, LLC
15844 SHERIDAN AVE
CLIVE, IA 50323

LARSEN, WAYNE E
15846 SHERIDAN AVE
CLIVE, IA 50325

DAGGS, STEPHEN E & CAROL A JTRS
15848 SHERIDAN AVE
CLIVE, IA 50325

GRAHAM, LEROY & LINDA LIVING
TRUST 4/17/2019
15880 SHERIDAN AVE
CLIVE, IA 50325

BARKER, MARY JO
15882 SHERIDAN AVE
CLIVE, IA 50325

GEHRING, PAMELA Q
15884 SHERIDAN AVE
CLIVE, IA 50325

PIERCE, STEVEN JOINT REVOCABLE TRUST
3/9/2015 GOLDIN, REBECCA JOINT REVOCABLE
TRUST 3/9/2015
15886 SHERIDAN AVE
CLIVE, IA 50325

MYERS PROPERTIES, INC
16000 HICKMAN RD
CLIVE, IA 50325

IRMITER, REBECCA L TRUST 11/11/2016
16018 SHERIDAN AVE
CLIVE, IA 50325

HOLLIS, MELISSA & JASON JTRS
16026 SHERIDAN AVE
CLIVE, IA 50325

MERKEL, KAROL
16034 SHERIDAN AVE
CLIVE, IA 50325

WAKNITZ, LONNIE M & LINDA S JTRS
16042 SHERIDAN AVE
CLIVE, IA 50325

BRACEWELL, DENNIS L
16050 SHERIDAN AVE
CLIVE, IA 50325

NOSBISCH, DIANE
16058 SHERIDAN AVE
CLIVE, IA 50325

RANDLES, SANDRA J
16066 SHERIDAN AVE
CLIVE, IA 50325

WELLIK, MAYNARD J & JANE M JTRS
16074 SHERIDAN AVE
CLIVE, IA 50325

ROHDEN, JAMES & SUSAN REVOCABLE
TRUST
16082 SHERIDAN AVE
CLIVE, IA 50325

RACETTE, GREG & TERESA JTRS
16090 SHERIDAN AVENUE
CLIVE, IA 50325

KWIK TRIP, INC
1626 OAK ST
LA CROSSE, WI 54602

CHURCH AT DEERFIELD POINTE, LLC
211 N ROBINSON 8TH FLOOR
OKLAHOMA CITY, OK 73102

MCCARTAN FAMILY TRUST
2407 NW 160TH CT
CLIVE, IA 50325

SCHUTT, JANET KLEEN LIVING TRUST
2413 NW 160TH COURT
CLIVE, IA 50325

SIEMAN, LORETTA J JOINT REVOCABLE
TRUST U/A DTD 02/03/2023
2414 NW 160TH CT
CLIVE, IA 50325

BRITTON, SUSAN M
2427 NW 160TH CT
CLIVE, IA 50325

SMITH, MIKE A & JENNIFER L JTRS
3960 INDIAN RIDGE DR
WAUKEE, IA 50263

COUNTRY CLUB POINTE LLC
495 ALICE'S RD STE A
WAUKEE, IA 50263

KING, SCOTT M
50 W DOUGLAS #1100
FREEPORT, IL 61032

DARALEE LLC
542 462ND AVE
GRINNELL, IA 50112

COUNTRY CLUB POINTE TOWNHOMES
OWNERS ASSOCIATION
6205 MILLS CIVIC PKWY, STE 201
WEST DES MOINES, IA 50266

RYAN, BONNYE L
640 SE DRIFTWOOD LN
WAUKEE, IA 50263

FAREWAY STORES, INC
715 8TH ST
BOONE, IA 50036

STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

Kathryn Purvis

From: Marie McCartan <marieemccartan@gmail.com>
Sent: Wednesday, October 2, 2024 1:43 PM
To: Kathryn Purvis
Cc: Lonnie & Linda Waknitz; Janet Kleen Schutt; Melissa Hollis; Karol Merkel
Subject: Input on 15935 Site Plan

Kathryn and the Clive P&Z Board: Michael Alowitz, Lindsay Brandon, Julie Correa, Marcia Hunter, Milly Ortiz-Pagan, Chris Panzi, Jeffrey Anderzhon:

Overall, I think the Leaders Real Estate plan looks satisfactory, I appreciate the 75-foot setback from the property line that borders my townhome as well as the thorough landscaping planned.

I do have concerns, though, about the restaurant/coffee shop drive-thru.

The 14-car drive-thru has a screen/fence on the west side of the building, but there is no screen/fence to minimize headlight glare for vehicles north bound and waiting to enter the drive-thru.

One solution would be to have the screen/fence shown on the plan by the drive-up continue north and then east to where Lot 1 and Lot 2 meet by the east dumpster. This would prevent head lights from shining into several townhomes — my home and the backs of three homes on the east end of Country Club Pointe.

Another option is to have the elevation lowered so that headlight glare would not be an issue. However, it seems to me the elevation would have to be lowered considerably for that to work.

We all know the popularity of drive-thru restaurants and/or coffee shops. The line-up of vehicles waiting to enter the proposed drive-thru will produce copious light pollution, especially during the winter when days are short and headlights come on as early as 5:00 p.m. I ask you to consider requiring Casco Civil / Leaders Real Estate to expand the screen/fence to prevent headlight glare into residential neighbors to the north.

Fareway has been a good neighbor; I trust Casco Civil and Leaders Real Estate will want to be good neighbors, too.

Thank you for your consideration,
Marie

Marie McCartan
2407 NW 160th Court
Clive, IA 51331
515/240-0338
marieemccartan@gmail.com

Kathryn Purvis

From: Kathryn Purvis
Sent: Tuesday, September 24, 2024 3:42 PM
To: Marie McCartan
Subject: RE: Questions on preliminary plat of 15935 Hickman Rd

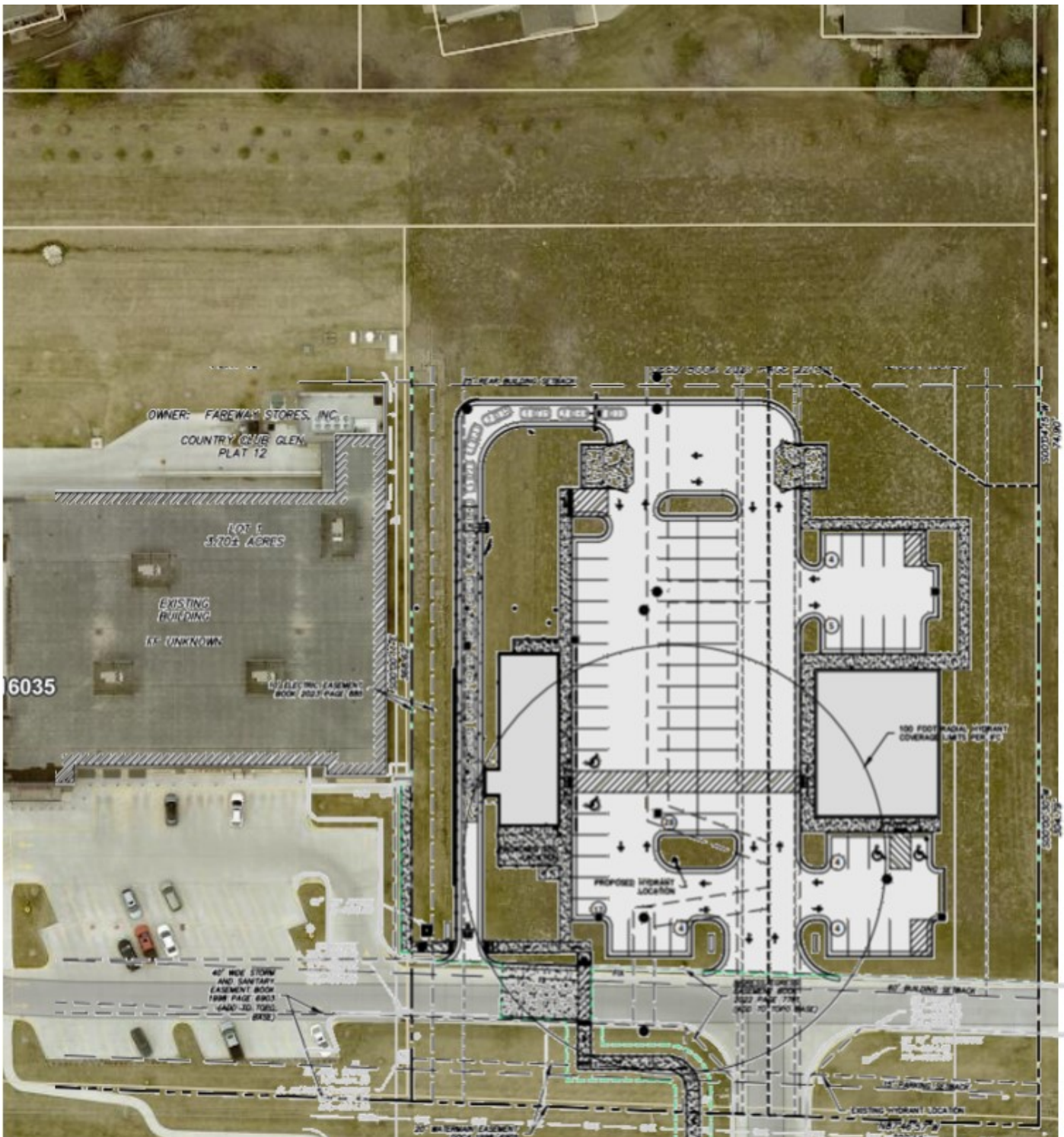
Good Afternoon Marie,

Thank you for reaching out. Below is a general presentation of the site layout for the items in question. The greenspace to the north is proposed for stormwater detention, very similar to the faraway site to the west. The drive-thru and coffee shop are located on the left side of the photo and the general flex office/retail space is to the right.

A restaurant would not be considered a retail use by Clive ordinance or proposed as part of this project. Our zoning consideration for "retail" is limited to typical shop establishments and office could be medical office or professional offices, however, there is not a proposed tenant for the retail/office building at this time.

A full set of the proposed plans are available by following this link to our website: https://www.cityofclive.com/project_detail_T51_R1130.php

General aerial of the site with the proposed buildings:



Let me know if you have further questions or comments/concerns you would like addressed by staff or the applicant at the upcoming meeting.

Thank you!

-----Original Message-----

From: Marie McCartan <marieemccartan@gmail.com>

Sent: Tuesday, September 24, 2024 3:07 PM

To: Kathryn Purvis <kpurvis@cityofclive.com>

Subject: Questions on preliminary plat of 15935 Hickman Rd

Kathryn,

Just received the letter on the above preliminary plat.

Couple of questions:

Do you have any aerial drawings of the location of the coffee shop and drive-thru. And do you have a proposed drawing of the retail space and parking.

Also, is a restaurant called a retail business?

Thank you,

Marie McCartan
2407 NW 160th Ct.
Clive, IA 50325
515/240-0338
marieemccartan@gmail.com

Kathryn Purvis

From: Kathryn Purvis
Sent: Wednesday, September 25, 2024 12:58 PM
To: Marie McCartan
Subject: RE: Quick question

Hi Marie-

Yes, we require all dumpsters to be enclosed with a solid material. These are proposed to be brick material to match the building with metal gates, and are proposed to be 8 feet tall in order to fully obscure the visibility of the dumpsters.

Both buildings are proposed to be one story in height.

I'm glad to hear your thoughts on the project! Please let me know if you have any other questions or explanations of what is being proposed, I'm happy to help!

-----Original Message-----

From: Marie McCartan <marieemccartan@gmail.com>
Sent: Wednesday, September 25, 2024 12:51 PM
To: Kathryn Purvis <kpurvis@cityofclive.com>
Subject: Quick question

On the dumpster / waste disposal units. Is there a fence around the dumpsters and how high will it be? Will both buildings be one-story?

I think the plan looks good. I live directly north of this area.

Thanks,
M

Marie McCartan
2407 NW 160th Ct.
Clive, IA 50325
marieemccartan@gmail.com

Kathryn Purvis

From: Marie McCartan <marieemccartan@gmail.com>
Sent: Wednesday, October 2, 2024 1:43 PM
To: Kathryn Purvis
Cc: Lonnie & Linda Waknitz; Janet Kleen Schutt; Melissa Hollis; Karol Merkel
Subject: Input on 15935 Site Plan

Kathryn and the Clive P&Z Board: Michael Alowitz, Lindsay Brandon, Julie Correa, Marcia Hunter, Milly Ortiz-Pagan, Chris Panzi, Jeffrey Anderzhon:

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Thank you for your consideration,
Marie

Marie McCartan
2407 NW 160th Court
Clive, IA 51331
515/240-0338
marieemccartan@gmail.com

Kathryn Purvis

From: Amanda Grutzmacher
Sent: Thursday, October 10, 2024 9:06 AM
To: Marie McCartan
Cc: Kathryn Purvis
Subject: 15935 Hickman Road Site Plan
Attachments: 15935 Hickman Geo.pdf

Hi Marie,

I wanted to send you a note regarding the site plan/preliminary plat for 15935 Hickman Road/Country Club Glen Plat 13. Firstly, please note the Council consideration has been pushed back to the 10/24 Council meeting to provide time to address the public comments.

Lonnie attended the Planning & Zoning Commission meeting to represent the Country Club Pointe Townhomes Association. Planning and Zoning Commission discussed your comments regarding concerns with headlight screening and recommended the developer and staff verify the headlight screening is adequate and make any necessary revisions prior to City Council consideration of the application. Staff is currently working with the developer to see what additional headlight landscape screening could be installed. See the attached map that shows the constructed Fareway site plan and the coffee shop and commercial building site plan that is currently under consideration.

Don't hesitate to reach out if you have any additional questions or comments. Have a great day!

Amanda Grutzmacher
Senior Planner | Community Development



City of Clive

Phone: [515-867-5126](tel:515-867-5126)

Fax: (515) 457-3091

AGrutzmacher@cityofclive.com | www.cityofclive.com

1900 NW 114th Street, Clive, IA 50325

Kathryn Purvis

From: Amanda Grutzmacher
Sent: Thursday, October 10, 2024 9:06 AM
To: Kathryn Purvis
Subject: Fw: 15935 Hickman Rd Site Plan
Attachments: 15935 Hickman Geo.pdf

FYI - missed cc'ing you

Amanda Grutzmacher
Senior Planner | Community Development



City of Clive
Phone: [515-867-5126](tel:515-867-5126)
Fax: (515) 457-3091
AGrutzmacher@cityofclive.com | www.cityofclive.com
1900 NW 114th Street, Clive, IA 50325

From: Amanda Grutzmacher <AGrutzmacher@cityofclive.com>
Sent: Thursday, October 10, 2024 9:02 AM
To: kjmerkel@mchsi.com <kjmerkel@mchsi.com>
Subject: Re: 15935 Hickman Rd Site Plan

Hi Karol,

Thanks for reaching out about the site plan/preliminary plat for 15935 Hickman Road/Country Club Glen Plat 13. Firstly, please note the Council consideration has been pushed back to the 10/24 Council meeting to provide time to address the public comments.

Marie had sent a similar note regarding concerns with headlights, and Lonnie attended the Planning & Zoning Commission meeting to represent the Country Club Pointe Townhomes Association. Planning and Zoning Commission discussed the comments and recommended the developer work with staff to verify the headlight screening is adequate and make any necessary revisions prior to City Council consideration of the application. Staff is currently working with the developer to see what additional headlight landscape screening could be installed. See the attached map that shows the constructed Fareway site plan and the coffee shop and commercial building site plan that is currently under consideration.

Don't hesitate to reach out if you have any additional questions or comments. Have a great day!

From: Matt McQuillen
Sent: Thursday, October 10, 2024 8:24 AM
To: Ted Weaver <TWeaver@cityofclive.com>; Karol Merkel <kjmerkel@mchsi.com>
Cc: Susan Judkins <SJudkins@cityofclive.com>; Eric Klein <EKlein@cityofclive.com>; Michael McCoy

<MMcCoy@cityofclive.com>; Srikant Mikkilineni <SMikkilineni@cityofclive.com>; John Edwards
<JEdwards@cityofclive.com>

Subject: RE: 15935 Hickman Rd Site Plan

Good morning Councilmember Weaver and Karol,

I will be sure to share this with our Community Development staff who are currently processing this development/site plan request and see what can be done.

Thanks for reaching out!

From: Ted Weaver <TWeaver@cityofclive.com>

Sent: Thursday, October 10, 2024 8:22 AM

To: Karol Merkel <kjmerkel@mchsi.com>; Matt McQuillen <mmcquillen@cityofclive.com>

Cc: Susan Judkins <SJudkins@cityofclive.com>; Eric Klein <EKlein@cityofclive.com>; Michael McCoy
<MMcCoy@cityofclive.com>; Srikant Mikkilineni <SMikkilineni@cityofclive.com>; John Edwards
<JEdwards@cityofclive.com>

Subject: Re: 15935 Hickman Rd Site Plan

Karol,

Thanks for your email and feedback. We'll have our staff look into this and get back to you.

Matt - if you could have someone look into this and get back to Karol, I'd appreciate it.

Thanks

Ted

Ted Weaver

Council Member | City Council



City of Clive

TWeaver@cityofclive.com | www.cityofclive.com
1900 NW 114th Street, Clive, IA 50325

From: Karol Merkel <kjmerkel@mchsi.com>

Sent: Wednesday, October 9, 2024 3:14 PM

To: Susan Judkins <SJudkins@cityofclive.com>; Eric Klein <EKlein@cityofclive.com>; Michael McCoy
<MMcCoy@cityofclive.com>; Srikant Mikkilineni <SMikkilineni@cityofclive.com>; Ted Weaver
<TWeaver@cityofclive.com>

Subject: 15935 Hickman Rd Site Plan

Dear Clive City Council members,

I am a resident of Clive residing at Country Club Pointe Townhomes I am reaching out to you regarding the 15935

Mixed Development just south of CCP townhomes and north of Hickman, east of Fareway. My concern is the traffic driving north through a drive-thru coffee shop with headlights directed at my south windows. The plan shows cars flowing south to north with car lights directed at my windows and windows of four other residences in my building. A fence, trees, foliage or some kind of blockage would be appreciated in eliminating the glare in evening and night time hours. It will also help to eliminate patronage cutting through our property to access the businesses. Fareway to the west has been a great neighbor with noise and lights not interfering with our lives and the ambience of the neighborhood. Your influence and consideration is very much appreciated to assist in this matter. Thank you.

kjmerkel@mchsi.com

TABLE OF ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS USED			
AI	AREA INLET	N	NORTH
ASPH	ASPHALT	NE	NORTHEAST
ATG	ADJUST TO GRADE	NW	NORTHWEST
BB	BOTTOM OF BANK ELEVATION	PB	PLAT BOOK
BC	BACK OF CURB ELEVATION	PERM	PERMANENT
BFP	BACKFLOW PREVENTER	PG	PAGE
BLDG	BUILDING	PGS	PAGES
BM	BENCHMARK	PL	PROPERTY LINE
BOT	BOTTOM	PR	PROPOSED
BS	BOTTOM OF SLOPE ELEVATION	PVC	POLYVINYL CHLORIDE
BW	BOTTOM OF WALL ELEVATION	PVMT	PAVEMENT
CI	CURB INLET	R	RADIUS
CL	CENTER LINE	RCP	REINFORCED CONCRETE PIPE
CL-SW	CENTER LINE OF SWALE	REC	RECORD
CMP	CORRUGATED METAL PIPE	(R)	RECORD
CO	CLEAN OUT	ROW	RIGHT OF WAY
CONC	CONCRETE	R/W	RIGHT OF WAY
DB	DEED BOOK	S	SOUTH
DIP	DUCTILE IRON PIPE	(S)	SURVEY
DS	DOWNSPOUT	SE	SOUTHEAST
E	EAST	SF	SQUARE FEET
ELEV	ELEVATION	SURV	SURVEY
EM	ELECTRIC METER	SW	SOUTHWEST
EOP	EDGE OF PAVEMENT	T	TRANSFORMER
ESMT	EASEMENT	TBR	TO BE REMOVED
EX	EXISTING	TB	TOP OF BANK ELEVATION
FDC	FIRE DEPARTMENT CONNECTION	TC	TOP OF CURB ELEVATION
FF	FINISHED FLOOR ELEVATION	TFP	TRANSFORMER PAD
FL	FLOW LINE ELEVATION	TG	TOP OF GRATE
FO	FIBER OPTIC	TP	ADJACENT TOP OF PAVEMENT
GEN	GENERATOR	TS	TOP OF SLOPE ELEVATION
GTI	GRATE TOP INLET	TW	TOP OF WALL ELEVATION
GM	GAS METER	TYP	TYPICAL
GV	GAS VALVE	UGFO	UNDERGROUND FIBER OPTIC LINE
HC	HANDICAPPED	UIP	USE IN PLACE
HHE	ELECTRIC HAND HOLE	VCP	VITRIFIED CLAY PIPE
HHTS	TRAFFIC SIGNAL HAND HOLE	W	WEST
HHS	SIGNAL LIGHT HAND HOLE	WM	WATER METER
IRR	IRRIGATION	WV	WATER VALVE
ICVR	IRRIGATION CONTROL VALVE RECLAIMED		
MAX	MAXIMUM		
MH	MANHOLE		
MIN	MINIMUM		
MOP	MOBILE ORDER PICKUP		

ZONING INFORMATION SUMMARY

ZONE: C-4 PLANNED SHOPPING CENTER COMMERCIAL DISTRICT
FRONT SETBACK: 60'
REAR SETBACK: 75'
SIDE SETBACK: 25'
MINIMUM OPEN SPACE: 25%
MINIMUM LOT AREA: NONE
MINIMUM LOT WIDTH: NONE
MINIMUM LOT DEPTH: NONE
MAXIMUM HEIGHT: NONE

WHERE SIDE OR REAR OF BUILDING WITH A C-4 PLANNED SHOPPING DISTRICT IS ADJACENT TO ANOTHER BUILDING WITHIN A C-4 PLANNED SHOPPING DISTRICT, THE INTERNAL YARD REQUIREMENT MAY BE EITHER ZERO FEET OR 12.5'

DEVELOPMENT INFORMATION SUMMARY

TOTAL PROPERTY AREA: 125,302 SF / 2.86 ACRES
TOTAL DISTURBED AREA: 128,292 SF / 2.95 ACRES

LOT 1

ADDRESS: 15935 HICKMAN ROAD
LOT AREA: 61,570.32 SF / 1.41 ACRES
PROPOSED BUILDING: 2,540 / 4.13%
OTHER IMPERVIOUS: 36,148.53 SF / 58.7% IMPERVIOUS
TOTAL IMPERVIOUS: 38,688.53 SF / 62.8% IMPERVIOUS
USE: COFFEE SHOP WITH DRIVE-THROUGH
IBC OCCUPANCY: A-2
PARKING REQUIREMENT: 10 SPACES PER 1,000 SF GFA + EXTERIOR SEATING EXCLUDING THE FIRST 300 SF
REQUIRED PARKING: 26
PROVIDED PARKING: 49
PROVIDED ADA PARKING: 2

LOT 2

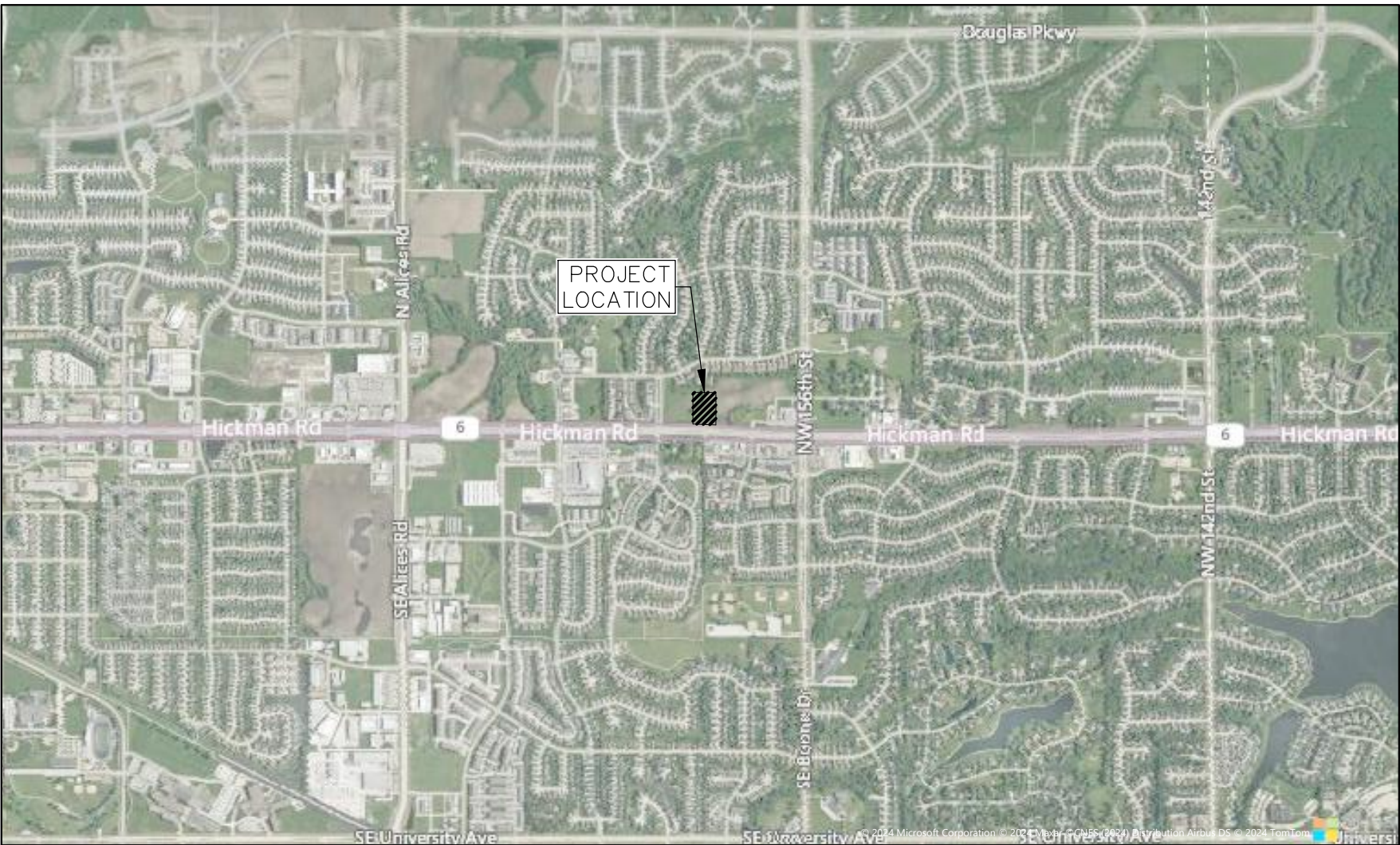
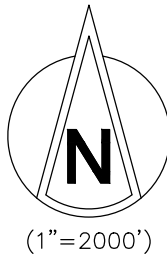
ADDRESS: 15925 HICKMAN ROAD
LOT AREA: 42,401.81 SF / 0.97 ACRES
PROPOSED BUILDING: 4,280 / 10.1%
OTHER IMPERVIOUS: 17,529.49 SF / 41.3% IMPERVIOUS
TOTAL IMPERVIOUS SF 21,809.49 / 51.4% IMPERVIOUS
USE: FLEX OR RETAIL
IBC OCCUPANCY: B
PARKING REQUIREMENT: 6 SPACES PER 1,000 SF GFA
REQUIRED PARKING: 26
PROVIDED PARKING: 17
PROVIDED ADA PARKING: 2

OUTLOT A

OUTLOT AREA: 21,284.62 SF / 0.49 ACRES
USE: STORMWATER MANAGEMENT
TOTAL IMPERVIOUS: 0 SF / 0% IMPERVIOUS

COUNTRY CLUB GLEN PLAT 13 PRELIMINARY PLAT AND SITE PLAN

LOT 2 IN COUNTRY CLUB GLEN PLAT 12,
AN OFFICIAL PLAT, NOW INCLUDED IN
AND FORMING A PART OF THE
CITY OF CLIVE, DALLAS COUNTY, IOWA



PERTINENT INFORMATION

PROPERTY ADDRESS:	15935 HICKMAN ROAD
MUNICIPALITY:	CITY OF CLIVE
STATE:	IOWA
ZIP CODE:	50325
CURRENT ZONING:	C-4 (COMMERCIAL DISTRICT)
TOTAL SITE AREA:	2.86± ACRES (125,302± SF)
AREA OF DISTURBANCE:	2.95± ACRES (128,292± SF)

SHEET INDEX

- C0.0 – COVER SHEET
- C0.1 – GENERAL NOTE & SITE INFORMATION
- C1.0 – EXISTING CONDITIONS AND DEMOLITION PLAN
- C2.0 – SITE PLAN
- C2.1 – SITE PLAN
- C2.2 – FIRE HYDRANT EXHIBIT
- C3.0 – GRADING PLAN
- C3.1 – GRADING PLAN
- C4.0 – UTILITY PLAN
- C4.1 – UTILITY PLAN
- C4.2 – WATER UTILITY PLAN
- C4.3 – UTILITY CROSSING PLAN
- C4.4 – STORM AND SANITARY SEWER PROFILES
- C4.5 – STORM SEWER PROFILES
- C5.0 – CONSTRUCTION DETAILS
- C5.1 – CONSTRUCTION DETAILS
- C5.2 – CONSTRUCTION DETAILS
- C5.3 – CONSTRUCTION DETAILS
- C7.0 – DETENTION BASIN PLAN AND DETAILS

LEGEND OF SYMBOLS

EXISTING		PROPOSED
---	PROPERTY LINE	---
---	LOT LINE	---
---	SETBACK	---
---	UTILITY POLE	---
---	LIMITS OF DISTURBANCE	---
---	GUY WIRE	---
---	WALL	---
---	TREE	---
---	TREE LINE	---
---	BUILDING	---
---	TELEPHONE LINE	---
---	ELECTRIC LINE (OVERHEAD)	---
---	ELECTRIC LINE (UNDERGROUND)	---
---	FIBER OPTIC CABLE	---
---	WATER LINE	---
---	WATER MAIN LINE	---
---	GAS LINE	---
---	CABLE LINE	---
---	SANITARY LINE	---
---	STORM LINE	---
---	ROUNDER WITH STORM SEWER	---
---	GRATE INLET WITH STORM SEWER	---
---	AREA INLET WITH STORM SEWER	---
---	FLARED END SECTION	---
---	MANHOLE WITH SANITARY SEWER	---
---	STORM STRUCTURE NUMBER	---
---	SANITARY STRUCTURE NUMBER	---
---	LIGHT	---
---	FIRE DEPARTMENT CONNECTION	---
---	FIRE HYDRANT	---
---	GAS VALVE	---
---	GAS METER	---
---	CLEAN OUT	---
---	WATER VALVE	---
---	WATER METER	---
---	ELECTRIC METER	---
---	CONTOUR	---
---	SPOT ELEVATION	---
---	SPOT ELEVATION AT TOP OF CURB	---
---	SPOT ELEVATION AT BOTTOM OF CURB	---
---	SPOT ELEVATION AT FLOWLINE OF GUTTER	---
---	SPOT ELEVATION AT TOP OF WALL	---
---	SPOT ELEVATION AT BOTTOM OF WALL	---
---	SPOT ELEVATION AT TOP OF BANK	---
---	SPOT ELEVATION AT BOTTOM OF BANK	---
---	STREET SIGN	---
---	FENCE	---

PROJECT CONTACTS

OWNER: LEADERS REAL ESTATE NATHAN PALMER 200 E. PALM VALLEY DRIVE, SUITE 1060 OWEDO, FL 32765 (614) 586-3303 NPALMER@LEADERSCORE.COM	CIVIL ENGINEER: CASCO CIVIL 12 SUNNEN DRIVE, SUITE 100 ST. LOUIS, MO 63143 SARAH B. FONDA, P.E. (314) 821-1100 SARAH.FONDA@THECCDCOMPANIES.COM
POWER: MIDAMERICAN ENERGY CHAD ERNST (515) 252-6413 CHAD.ERNST@MIDAMERICAN.COM	ARCHITECT: CASCO 12 SUNNEN DRIVE, SUITE 100 ST. LOUIS, MO 63143 MICHAEL S. SUNDERMEYER (314) 821-1100 MICHAEL.SUNDERMEYER@THECCDCOMPANIES.COM
STORM: CITY OF CLIVE 2123 NW 111TH ST. CLIVE, IA 50325 RAI TOKUHISA, WATER RESOURCES ENGINEER (515) 867-5128 RTOKUHISA@CITYOFCLIVE.COM	GAS: MIDAMERICAN ENERGY CHAD ERNST (515) 252-6413 CHAD.ERNST@MIDAMERICAN.COM
WATER: CITY OF CLIVE 2123 NW 111TH STREET CLIVE, IA 50325 KURT FARLOW, WATER SUPERVISOR (515) 223-6231 KFARLOW@CITYOFCLIVE.COM	SANITARY: CITY OF CLIVE 2123 NW 111TH ST. CLIVE, IA 50325 JEFF NUSS, SANITARY/STORM SUPERVISOR (515) 223-6231 JNUSS@CITYOFCLIVE.COM
WATER: XENIA RURAL WATER 23998 141ST STREET BOUTON, IA 50039 MATT COOPER (515) 676-2117 X141 MCOOPER@XENIAWATER.ORG	FIRE DEPARTMENT: CLIVE FIRE DEPARTMENT 8800 HICKMAN ROAD CLIVE, IA 50325 CLAY GARCIA, FIRE CHIEF (515) 223-1595 CGARCIA@CITYOFCLIVE.COM
WATER: DES MOINES WATER WORKS 2201 GEORGE FLAGG PARKWAY DES MOINES, IA 50321 TAYLOR ANDREW (515) 323-6204 ANDREW@DMWW.COM	UTILITY LOCATES: IOWA ONE-CALL SYSTEM, INC. ONECALL@IOWAONECALL.COM

FLOOD ZONE NOTE

ACCORDING TO THE FLOOD INSURANCE RATE MAP ISSUED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), MAP 1915J00305F
DATED FEBRUARY 1, 2019 SHOWS THIS DEVELOPMENT IS LOCATED IN
FLOOD ZONE "X" (UNSHADED). FLOOD ZONE "X" (UNSHADED) IS DEFINED
AS AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD HAZARD.

GEOTECHNICAL REPORT NOTE

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND FOLLOW ALL
RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT TITLED
"PROPOSED URGENT CARE DEVELOPMENT ECS PROJECT NUMBER 16:15227"
PREPARED BY ECS MIDWEST, LLC DATED APRIL 2, 2024 AND ALL ADDENDUMS
AND ENVIRONMENTAL REPORTS/RECOMMENDATIONS.



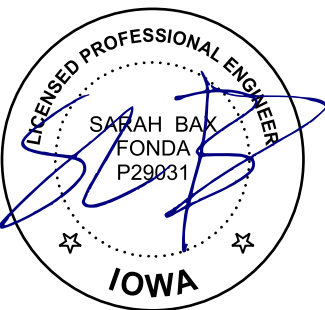
CALL BEFORE YOU
DIG - DRILL - BLAST
811 or 1-800-292-8989
IOWA ONE-CALL SYSTEM, INC.

THE TOPOGRAPHIC INFORMATION IN THIS PLAN
SET IS BASED OFF AN ALTA/NSPS LAND TITLE
SURVEY PROVIDED BY CLAPSADDLE-GARBER
ASSOCIATES, INC. ON FEBRUARY 20, 2024.

COUNTRY CLUB GLEN PLAT 13
PRELIMINARY PLAT AND SITE PLAN
NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325

CONSTR. DOC. & REVISIONS

No.	Description	Date
1	STARBUCKS 2ND REVIEW	04/10/24
2	DEVELOPMENT REVIEW	04/17/24
3	DEVELOPMENT REVIEW RE-SUBMITTAL	07/19/24
4	DEVELOPMENT REVIEW RESPONSE	08/26/24
5	DEVELOPMENT REVIEW RESUBMITTAL	09/16/24
6	DEVELOPMENT REVIEW RESUBMITTAL	10/10/24



PROFESSIONAL OF RECORD
Sarah Bax Fonda
License No. P29031
Expiration Date 12/31/25

Drawn By/Checked By:	MW/SBF
Project Number	2303492
Permit	08-20-24
Bid	-- --

COVER SHEET

C0.0

ENGINEERING GENERAL NOTES

1. THE SITEWORK ON THIS PROJECT SHALL MEET OR EXCEED ALL STANDARDS AND SPECIFICATIONS REQUIRED BY THE CITY OF CLIVE.
2. CASCO DIVERSIFIED CORPORATION HAS NOT PERFORMED ANY INVESTIGATION REGARDING UNDERGROUND CONDITIONS, HAZARDOUS WASTES, OR UTILITIES AFFECTING THE SITE SHOWN HEREIN.
3. ALL DIMENSIONS ARE FROM THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL DISTURBED AREAS OUTSIDE OF PAVEMENT AND BUILDING PAD AREAS SHALL RECEIVE 4" OF SUITABLE TOPSOIL. CONTRACTOR SHALL SOD, MULCH, FERTILIZE, AND MAINTAIN ALL DISTURBED AREAS OUTSIDE OF PAVEMENT UNTIL SUFFICIENT VEGETATIVE GROWTH HAS BEEN ESTABLISHED PER THE SWPPP. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS REQUIRED TO ESTABLISH PERMANENT SOIL STABILIZATION.
5. ALL SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF IOWA AT THE CONTRACTOR'S OWN EXPENSE.
6. ALL TRENCHES EXCAVATED UNDERNEATH AREAS TO BE PAVED SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL AND COMPACTED TO MEET REQUIREMENTS OF THE GEOTECHNICAL REPORT AND CITY OF CLIVE REQUIREMENTS.
7. CONTRACTOR SHALL INSTALL ALL UNDERGROUND PIPING AND CONDUITS PER THE REQUIREMENTS OF THE RESPECTIVE MANUFACTURERS AND THE CITY OF CLIVE.
8. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, NEITHER THE OWNER NOR THE ENGINEER WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL SAFETY MEASURES AND REGULATIONS. CONTRACTOR SHALL COMPLY WITH ALL OSHA REGULATIONS AND SAFETY MEETING REQUIREMENTS. THE CONTRACTOR SHALL BE COMPLETELY AND SOLELY RESPONSIBLE FOR JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PROPERTY AND PERSONS AT ALL TIMES DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT APPLIES CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING, MAINTAINING, AND IMPLEMENTING ALL SAFETY DEVICES AND PRACTICES DURING CONSTRUCTION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE WORK. CONTRACTOR SHALL EXERCISE DUE CARE AND CAUTION TO AVOID DAMAGE TO SUCH PROPERTY. CONTRACTOR SHALL REPAIR, OR RESTORE TO EQUAL OR BETTER CONDITION THAN THE ORIGINAL CONDITION AT THE CONTRACTOR'S OWN EXPENSE, ALL IMPROVEMENTS WITHIN OR ADJACENT TO THE AREA OF WORK WHICH ARE NOT DESIGNATED FOR REMOVAL OR ADJUSTMENT AND WHICH ARE DAMAGED OR REMOVED AS A RESULT OF THE CONTRACTOR'S ACTIONS.
10. CONTRACTOR SHALL CONTINUALLY MONITOR JOB SITE CONDITIONS. CONDITIONS REQUIRING CONSTRUCTION DIFFERENT THAN THAT SHOWN ON ON THE PLANS SHALL BE REPORTED TO THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED WORK.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING PRESENCE AND LOCATIONS (VERTICALLY AND HORIZONTALLY) OF ALL UTILITIES. IN NO WAY DOES THE ENGINEER OR THE OWNER SUGGEST, IMPLY, OR CONFIRM THAT UTILITIES SHOWN ARE INCLUSIVE OF ALL UTILITIES WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING IN PLACE ALL UTILITIES. ANY DAMAGE OR LOSS TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. SHOULD ANY DAMAGE OCCUR AS A RESULT OF THE CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL REPLACE OR REPAIR THE DAMAGES TO THE FULL SATISFACTION OF THE UTILITY OWNER AT THE CONTRACTOR'S OWN EXPENSE. THE CONTRACTOR SHALL AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND THE ENGINEER FROM ANY AND ALL DAMAGES OR LOSS.
12. UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND INFORMATION, AND THEREFORE, DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OF, OR LOCATION OF THESE FACILITIES, STRUCTURES, AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS.
13. THE LOCATION AND TYPE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE INFORMATION HAS BEEN PROVIDED FROM A TOPOGRAPHIC AND UTILITY SURVEY PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES, INC. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS, AND ELEVATIONS OF ALL EXISTING UTILITIES DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
14. VERIFY ALL BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
15. VERIFY FLOOR ELEVATIONS OF EXISTING BUILDINGS. ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING AT 1.0% MINIMUM AS NECESSARY.
16. EXISTING SITE FEATURES TO REMAIN ARE TO BE PROTECTED THROUGHOUT CONSTRUCTION.
17. THE LATEST EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND CITY OF CLIVE SUPPLEMENTALS SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

- GRADING:
1. ALL CONTOURS SHOWN ON THESE PLANS ARE BASED ON U.S.G.S. DATA.
 2. ALL GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CLIVE.
 3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE THE GRADE TO THE DESIGN ELEVATIONS.
 4. NO SLOPES SHALL BE GRADED STEEPER THAN 4:1 (HORIZONTAL : VERTICAL), AND SHALL BE SODDED AND MULCHED.
 5. ONLY THE DESIGNATED CONSTRUCTION ACCESS ROUTE MAY BE USED TO MOVE EQUIPMENT IN AND OUT. NO OTHER ACCESS POINT WILL BE PERMITTED.
 6. ALL SILTATION MEASURES MUST BE IN PLACE BEFORE ANY OPERATIONS THAT DISTURB THE NATURAL GRADE COMMENCES. THIS INCLUDES GRUBBING OR STUMP REMOVAL. THE CITY OF CLIVE SHALL BE NOTIFIED UPON COMPLETION OF ALL SILTATION AND EROSION FACILITIES AND SHALL INSPECT AND APPROVE SUCH FACILITIES PRIOR TO THE COMMENCEMENT OF ANY CLEARING OR GRADING ACTIVITIES. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH THE CITY OF CLIVE UPON COMPLETION OF ALL SILTATION MEASURES BEING INSTALLED. NO OPERATIONS THAT DISTURB THE NATURAL GRADE SHALL COMMENCE PRIOR TO THE MEETING.
 7. SILTATION AND CONTROL FACILITIES MUST BE MAINTAINED THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THIS INCLUDES REMOVAL OF MUD FROM SILTATION BASINS AND REPLACEMENT OF CITY OF CLIVE APPROVED EROSION CONTROL DEVICES. MUD SHALL NOT BE PERMITTED TO MIGRATE OFF THE SITE. DAMAGE OR FAILURE OF SILTATION AND EROSION CONTROL FACILITIES SHALL BE REPAIRED. DAMAGE OR FAILURE OF SILTATION AND EROSION CONTROL FACILITIES SHALL BE REPAIRED IMMEDIATELY BUT NOT LONGER THAN 24 HOURS AFTER NOTIFICATION. IF PROPOSED MEASURES FAIL TO ADEQUATELY PROTECT THE ADJOINING PROPERTY, ADDITIONAL FACILITIES SHALL BE INSTALLED AS DIRECTED.
 8. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY THE CONTRACTOR TO PROTECT OFF-SITE PROPERTY FROM EROSION OR SILTATION. THE ENGINEER SHALL NOT BE LIABLE FOR DAMAGE CAUSED BY EROSION OR SILTATION DUE TO DEFECTIVE SILTATION CONTROL DEVICES.
 9. MUD WILL NOT BE PERMITTED TO BE CARRIED OFF SITE ONTO PUBLIC STREETS. A TEMPORARY WASH FACILITY SHALL BE PROVIDED TO REMOVE MUD FROM VEHICLE TIRES BEFORE ENTERING THE PUBLIC STREETS.
 10. MEASURES SHALL BE TAKEN TO CONTROL DUST AS NECESSARY.
 11. IT SHALL BE THE GRADING CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE SOILS ENGINEER OF WORK IN PROGRESS AND TO COMPLY WITH SPECIFICATIONS SET BY THE SOILS ENGINEER WITH REGARD TO COMPACTION, SURFACE PREPARATION AND PLACEMENT OF FILL.
 12. ALL STUMPS, LIMBS, AND OTHER DEBRIS ARE TO BE REMOVED FROM THE SITE.
 13. ALL DRAINAGE SWALES AND OTHER DISTURBED AREAS SHALL BE SODDED.
 14. ALL FILL AREAS, INCLUDING TRENCH BACKFILLS, UNDER BUILDINGS, PROPOSED STORM AND SANITARY SEWER LINES, PUBLIC RIGHT OF WAY AND PAVED AREAS, SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED AASHTO T-180 COMPACTION TEST*, (A.S.T.M. D- 1557) UNLESS OTHERWISE REQUIRED IN THE SOILS REPORT FOR THIS PROJECT.

DESCRIPTION

LOT 2 IN COUNTRY CLUB GLEN PLAT 12, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, DALLAS COUNTY, IOWA.

SURVEY NOTE

THE TOPOGRAPHIC INFORMATION IN THIS PLAN SET IS BASED OFF AN ALTA/NSPS LAND TITLE SURVEY PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES, INC. ON FEBRUARY 20, 2024.

ACTUAL FIELD CONDITIONS ARE TO BE VERIFIED PRIOR TO COMMENCEMENT OF WORK.

CITY OF CLIVE GENERAL NOTES

- APPENDIX D. SITE PLAN AND CONSTRUCTION DRAWING STANDARD NOTES
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLIVE'S DEVELOPMENT REGULATIONS, POLICES, AND STANDARD URBAN DESIGN AND STANDARDS MANUAL (SUDAS).
 2. ONE WEEK PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY OF CLIVE.
 3. THE CONTRACTOR AND DEVELOPER'S ENGINEER SHALL ATTEND A REQUIRED PRE-CONSTRUCTION WITH THE CITY PUBLIC WORKS AND ENGINEERING DEPARTMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES AND VERIFYING LOCATIONS ON THE AS-BUILT DRAWINGS.
 6. RECONNECT ANY FIELD TILE THAT IS INTERCEPTED DURING UTILITY CONSTRUCTION, LOCATION OF FIELD TILE SHALL BE NOTED ON THE AS-BUILT DRAWINGS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT VERSION OF MUTCD.
 8. PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS, AS-BUILT RECORD DRAWINGS (HORIZONTAL AND VERTICAL AS-BUILT DATA IN STATE PLANE COORDINATES AND NAVD 88 DATUM) FOR ALL WATER, SANITARY SEWER, STORM SEWER PIPING AND ASSOCIATED APPURTENANCES, AND SITE GRADING WILL BE PROVIDED (VOLUME CALCULATIONS FOR ALL STORM WATER DETENTION FACILITIES SHALL ALSO BE PROVIDED).
 9. SIDEWALK AND DRIVEWAY APPROACH INSTALLATIONS SHALL BE INSPECTED BY THE CITY OF CLIVE FOLLOWING A MINIMUM 48-HOUR NOTICE.
 10. THE OWNER/CONTRACTOR SHALL REMOVE ALL DEBRIS SPILLED ON CITY OF CLIVE RIGHT-OF-WAY AND ADJOINING PROPERTY IMMEDIATELY.
 11. AT NO TIME SHALL EQUIPMENT, CONSTRUCTION MATERIAL AND/OR STOCKPILED FILL BE STORED ON CITY OF CLIVE RIGHT-OF-WAY.
 12. THE DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENTATION CONTROL DEVICES THROUGHOUT CONSTRUCTION.
 13. OFF-STREET PARKING AND ACCESS DRIVES SHALL BE PROVIDED PRIOR TO CONSTRUCTION FOR CREWS AND EQUIPMENT.
 14. ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEVICES MAY BE REQUIRED BY CITY OF CLIVE INSPECTORS BASED ON ACTUAL FIELD CONDITION.
 15. PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY/FINAL PLAT APPROVAL, ALL UTILITY STRUCTURES, MANHOLES, VALVES, INTAKES SHALL BE RAISED LEVEL WITH FINISH GRADE.

APPENDIX E. SANITARY SEWER TYPICAL NOTES

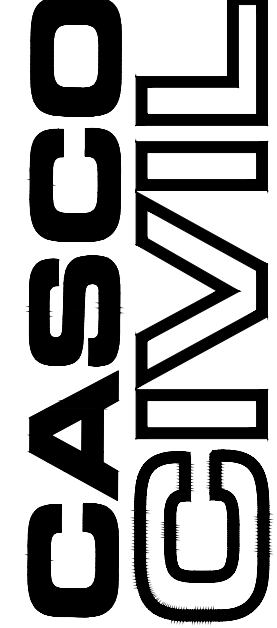
1. ALL SANITARY SEWER SHALL BE PVC TRUSS PIPE WITH CLASS F3 BEDDING UNLESS OTHERWISE NOTED ON PLANS.
2. THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER SERVICE.
3. ALL INVERTS LOCATED AT AN ELEVATION ABOVE THE CENTERLINE OF THE EXISTING THROUGH PIPE AND LESS THAN 2.0 FEET ABOVE THE MANHOLE FLOOR SHALL HAVE A POURED-IN-PLACE SLOPED INVERT.
4. ALL MANHOLES WITHIN PAVEMENT SHALL HAVE TYPE B ADJUSTABLE CASTINGS AND INTERNAL CHIMNEY SEALS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE A NON-ADJUSTABLE CASTINGS AND EXTERNAL CHIMNEY SEALS.
5. ALL 4-INCH AND 6-INCH SANITARY SEWER SERVICES SHALL BE SDR 23.5 IN ACCORDANCE WITH SUDAS AND SHALL BE EXTENDED 10 FEET INSIDE LOT LINES UNLESS OTHERWISE NOTED ON PLANS.
6. MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
7. MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERNS.
8. THE CONTRACTOR SHALL TELEVIEW EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PACP COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE DURING TELEVISING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY CLEANING AND/OR REPAIRS. THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE FROM MANHOLE TO MANHOLE WITH MUD OR DEBRIS GREATER THAN 1 FOOT DEEP ALONG WITH ANY DOWNSTREAM SECTIONS AS REQUIRED DUE TO CONSTRUCTION. THESE SEGMENTS SHALL THEN BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REQUIRED TELEVISING SHALL BE AT THE CONTRACTOR'S EXPENSE.
9. SPECIAL SANITARY SEWER CONNECTIONS SHALL BE MADE WITH 441 STYLE WATER MAIN CLAMP.
10. PROVIDE SHOP DRAWINGS FOR MANHOLE STRUCTURES FOR APPROVAL BY CITY PRIOR TO ORDERING OR INSTALLING MANHOLES.

16. ALL UTILITIES, INCLUDING ELECTRICAL AND TELEPHONE SHALL BE LOCATED UNDERGROUND.
17. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHER LANDSCAPING IS IDENTIFIED ON THE SITE PLAN.
18. EXISTING LANDSCAPING SHALL BE PROTECTED WITH TEMPORARY SNOW FENCE DURING CONSTRUCTION.
19. ALL TRASH DUMPSTERS SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE.
20. ALL ROOF MOUNTED MECHANICAL UNITS AND/OR TELECOMMUNICATION DEVICES OR GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE OR LANDSCAPING.
21. ALL TOPSOIL MUST MEET CLIVE POST-CONSTRUCTION STORM WATER MANUAL. TOPSOIL SHALL BE MINIMUM 4"DEPTH, MINIMUM [2, OR AS INDICATED IN SWMP]% ORGANIC CONTENT, 6.0-8.0 PH, MAXIMUM 25% FRIABLE CLAY CONTENT, AND FREE OF DEBRIS, HARD CLODS, ROOTS, SOD, STIFF CLAY, HARD PAN, AND STONES LARGER THAN 1".
22. ALL TOPSOIL MUST MEED IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL PERIT #2 REQUIREMENTS TO MINIMIZE SOIL COMPACTION, DEFINED AS WORKING THE SOIL PRIOR TO SEEDING/SODDING SUCH THAT A PENETROMETER CAN BE INSERTED INTO THE UPPER 6 INCHES WITH LESS FORCE THAN 200 PSO. AS AN ALTERNATIVE TO THE PENETROMETER TEST, A SOIL WITH BULK DENSITY LESS THAN 1.49 GRAMS/CUBIC CENTIMETER SHALL BE DEEMED COMPLIANT WITH THIS REQUIREMENT.
23. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
24. NO CHANGES TO THE APPROVED PLAN MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
25. CONTRACTOR, FINANCING AND/OR PROJECT IDENTIFICATION SIGNS SHALL NOT BE INSTALLED ON THE CITY OF CLIVE RIGHT-OF-WAY.
26. VALVES INCLUDED IN STORMWATER MANAGEMENT FACILITIES SHALL BE CLOSED AT THE TIME OF FINAL INSPECTION AND ISSUANCE OF CERTIFICATE OF OCCUPANCY/APPROVAL OF FINAL PLAT.

APPENDIX G. STORM SEWER NOTES

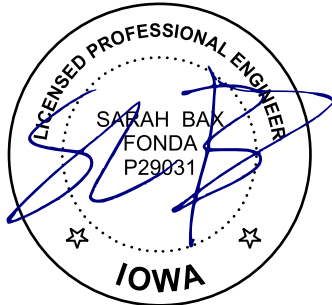
1. THE CONTRACTOR SHALL TELEVIEW EVERY STORM SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PACP COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR.
2. ALL INTAKE CASTINGS SHALL HAVE PHASE 2 ENVIRONMENTAL SYMBOLOLOGY OR TEXT.
3. ADDITIONAL RIPRAP MAY BE REQUIRED AT THE FES BASED UPON FIELD REVIEW BY CITY OF CLIVE.
4. PROVIDE SUBDRAIN BEHIND BACK OF CURB ON PUBLIC STREETS AS REQUIRED BASED ON SUBSURFACE MOISTURE CONDITIONS. CONNECT SUBDRAIN TO STORM SEWER INTAKE USING RCP PIPE BENEATH PAVEMENT.
5. ALL INTAKES SHALL HAVE VANE GRATES.
6. 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.
7. FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10'INSIDE LOT UNLESS OTHERWISE NOTED.
8. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF RETURNS.
9. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 1 FOOT FROM DRIVEWAY FLARES.
10. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.
11. ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE STRUCTURES.

COUNTRY CLUB GLEN PLAT 13
PRELIMINARY PLAT AND SITE PLAN
NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325



A CASCO Diversified Corporation Company
12 Summit Drive Suite 100, St. Louis, MO 63143 734-621-1100

CONSTR. DOC. & REVISIONS		
No.	Description	Date
1	STARBUCKS 2ND REVIEW	04/10/24
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5	DEVELOPMENT REVIEW RESUBMITTAL	09/16/24
6	DEVELOPMENT REVIEW RESUBMITTAL	10/10/24



10/10/24

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License No. P29031
Expiration Date 12/31/25

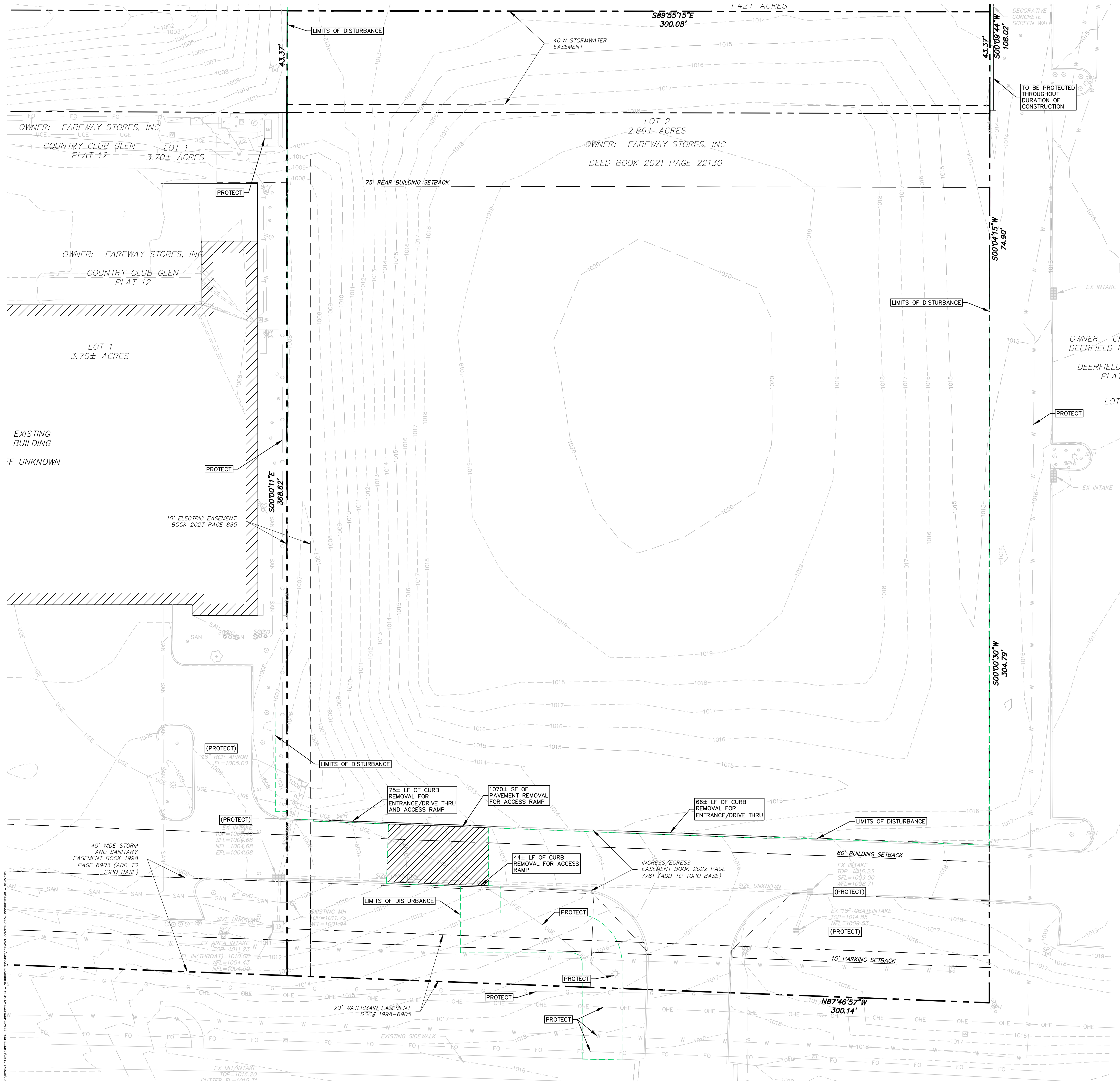
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Project Number	2303492
Permit	08-20-24
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GENERAL NOTE & SITE INFORMATION



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ASSOCIATES, INC. ON FEBRUARY 20, 2024.

C0.1



LEGEND	
EXISTING PAVEMENT TO BE REMOVED	
EXISTING CONCRETE TO BE REMOVED	
EXISTING ASPHALT PAVEMENT	
EXISTING CONCRETE PAVEMENT	
EXISTING CONCRETE SIDEWALK	
LIMITS OF DISTURBANCE	

- DEMOLITION NOTES**
- CONTRACTOR TO INVESTIGATE POSSIBLE FIELD TILE AND REPORT ANY UPSTREAM INFRASTRUCTURE THAT WOULD BE IMPACTED BY REMOVAL OF THE PIPE TO THE ENGINEER OF RECORD PRIOR TO DEMOLITION.
 - ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF CLIVE REQUIREMENTS.
 - UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND INFORMATION, AND THEREFORE, DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OF, OR LOCATION OF THESE FACILITIES, STRUCTURES, AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS.
 - THE LOCATION AND TYPE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF CASCO CIVIL. THE INFORMATION HAS BEEN PROVIDED FROM A TOPOGRAPHIC AND UTILITY SURVEY PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES, INC. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS, AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
 - VERIFY ALL BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
 - EXISTING SITE FEATURES TO REMAIN ARE TO BE PROTECTED THROUGHOUT CONSTRUCTION.
 - CONTRACTOR TO PROTECT ALL ADJACENT ITEMS, STRUCTURES, UTILITIES, AND LANDSCAPING ON NEIGHBORING PROPERTIES.

COUNTRY CLUB GLEN PLAT 13
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6	DEVELOPMENT REVIEW RESUBMITTAL	10/10/24



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Permit 08-20-24
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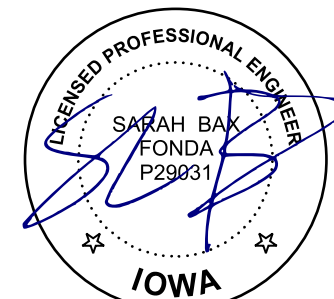
EXISTING
CONDITIONS AND
DEMOLITION PLAN

0 10 20 40
SCALE: 1" = 20'

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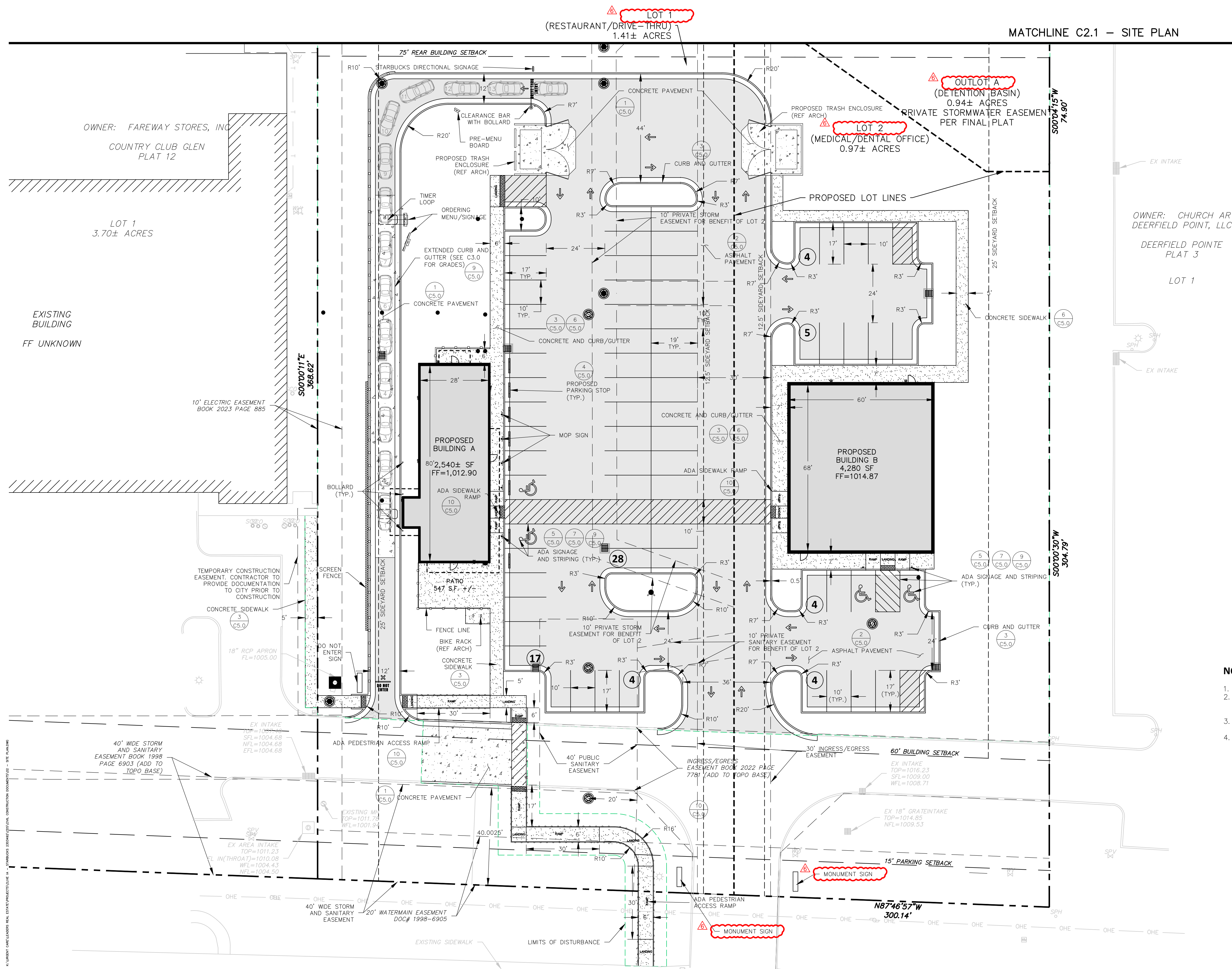
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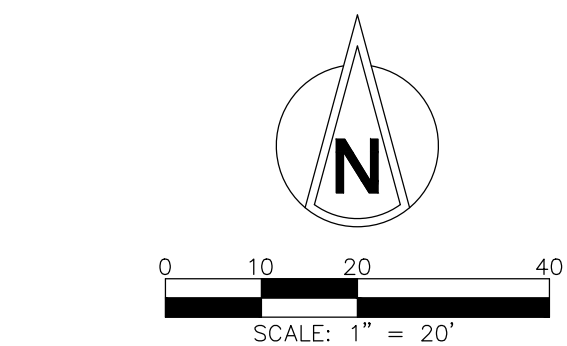
SITE PLAN

C2.0



NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB.
2. TYPICAL PAVEMENT SECTIONS SHALL BE DESIGNED ACCORDING TO THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND THE STANDARDS AND SPECIFICATIONS OF THE CITY OF CLIVE.
3. SIDEWALK TO PROVIDE ADEQUATE ACCESS TO ROOF LADDER. CONTRACTOR TO COORDINATE EXACT EXTENTS IN FIELD.
4. ALL ADA RAMPS TO HAVE DETECTABLE WARNING PANELS AND MEET THE LATEST ADA RECOMMENDATIONS AND GUIDELINES.

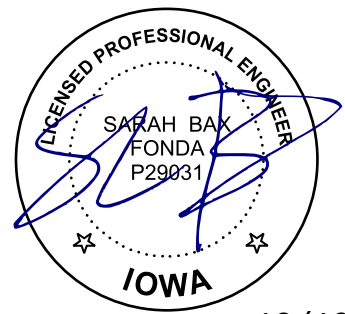


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COUNTRY CLUB GLEN PLAT 13
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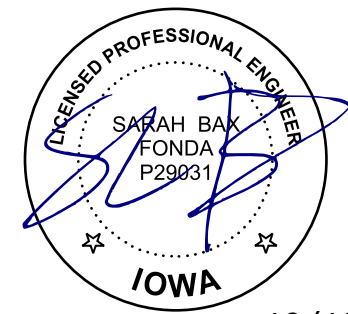
SITE PLAN

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COUNTRY CLUB GLEN PLAT 13
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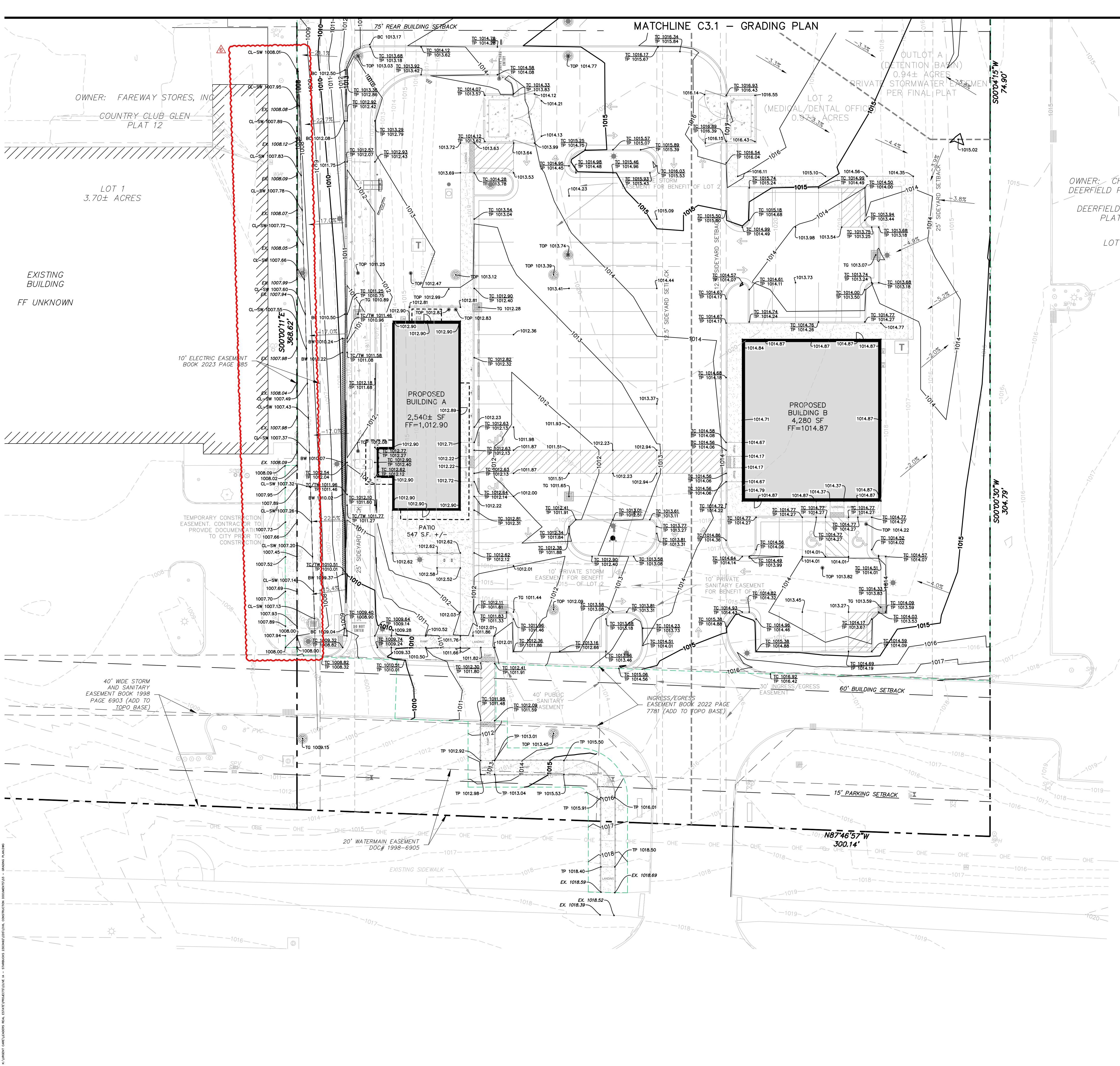
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FIRE HYDRANT
EXHIBIT

C2.2



LEGEND OF SYMBOLS	
EXISTING	PROPOSED
565.19	565.19
TC 565.19	TC 565.19
TP 565.19	TP 565.19
BC 565.19	BC 565.19
TW 565.19	TW 565.19
BW 565.19	BW 565.19
TG 565.19	TG 565.19
TOP 565.19	TOP 565.19
SPOT ELEVATION	SPOT ELEVATION
SPOT ELEVATION AT TOP OF CURB	SPOT ELEVATION AT TOP OF CURB
SPOT ELEVATION AT BOTTOM OF CURB	SPOT ELEVATION AT BOTTOM OF CURB
SPOT ELEVATION AT BACK OF CURB	SPOT ELEVATION AT BACK OF CURB
SPOT ELEVATION AT TOP OF WALL	SPOT ELEVATION AT TOP OF WALL
SPOT ELEVATION AT BOTTOM OF WALL	SPOT ELEVATION AT BOTTOM OF WALL
SPOT ELEVATION AT TOP OF GRATE	SPOT ELEVATION AT TOP OF GRATE
SPOT ELEVATION AT TOP OF STRUCTURE	SPOT ELEVATION AT TOP OF STRUCTURE

GRADING NOTES

1. MAXIMUM CROSS SLOPE OF SIDEWALK IS 2.0%.
2. REFER TO GEOTECHNICAL REPORT PREPARED BY ECS MIDWEST, LLC DATED SEPTEMBER 8, 2023 - ECS PROJECT NUMBER 16:14998.
3. ALL ACCESSIBILITY MEASURES SHALL BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
4. PER THE GEOTECHNICAL REPORT, 3'-4" OF TOPSOIL IS LOCATED THROUGHOUT THE SITE. THIS TOPSOIL MUST BE PRESERVED ON THE SITE, AND MAY NOT LEAVE AS PART OF THE EARTHWORK ESTIMATED BELOW.
5. ALL TOPSOIL MUST MEET CLIVE POST-CONSTRUCTION STORM WATER MANUAL. TOPSOIL SHALL BE MINIMUM 4" DEPTH, MINIMUM 2 [OR AS INDICATED IN SWMP] % ORGANIC CONTENT, 6.0-8.0 PH, MAXIMUM 25% FRIABLE CLAY CONTENT, AND FREE OF DEBRIS, HARD CLODS, ROOTS, SOD, STIFF CLAY, HARD PAN, AND STONES LARGER THAN 1". ALL TOPSOIL MUST MEET IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL PERMIT #2 REQUIREMENTS TO MINIMIZE SOIL COMPACTION, DEFINED AS WORKING THE SOIL PRIOR TO SEEDING/SODDING SUCH THAT A PENETROMETER CAN BE INSERTED INTO THE UPPER 6 INCHES WITH LESS FORCE THAN 200 PSI. AS AN ALTERNATIVE TO THE PENETROMETER TEST, A SOIL WITH BULK DENSITY LESS THAN 1.49 GRAMS/CUBIC CENTIMETER SHALL BE DEEMED COMPLIANT WITH THIS REQUIREMENT.

EARTHWORK ESTIMATE

CUT - 15,335+ CUBIC YARDS (TO FINISHED GRADE)
FILL - 636+ CUBIC YARDS (TO FINISHED GRADE)
= **TOTAL 14,699 CUBIC YARDS (CUT)**

THE ENGINEER HAS CALCULATED THE ABOVE QUANTITIES OF EARTHWORK TO BE REGARDED AS AN ESTIMATE OF THE BULK MOVEMENT OR REDISTRIBUTION OF SOILS ON THIS PROJECT. AS AN ESTIMATE, THESE QUANTITIES ARE INTENDED FOR GENERAL USE, AND THE ENGINEER ASSUMES NO LIABILITY FOR COST OVERRUNS DUE TO EXCESS EXCAVATED MATERIALS OR SHORTAGES OF FILL.

THE QUANTITIES ESTIMATED FOR EARTHWORK ARE BASED UPON THE HORIZONTAL AND VERTICAL LOCATION OF THE IMPROVEMENTS AS PROPOSED ON THE SITE ENGINEERING PLANS.

THE ENGINEER'S EARTHWORK ESTIMATE DOES NOT INCLUDE ANY OF THE FOLLOWING EARTHWORK THAT MAY BE NECESSARY FOR COMPLETION OF THE PROJECT: MISCELLANEOUS UNDERGROUND CONDUITS, INCLUDING SEWER LINES AND WATER MAINS, STANDARD MANHOLES; ELECTRICAL OR TELEPHONE CONDUITS; BASES FOR LIGHT STANDARDS; BUILDING FOOTINGS OR PIERS, ETC.

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACTUAL SIZE OF THE FIELD EXCAVATIONS MADE FOR THE INSTALLATION OF UNDERGROUND STRUCTURES, AND AS SUCH, THE ACTUAL QUANTITIES OF EARTHWORK FROM SUCH ITEMS MAY VARY FROM THE ESTIMATE SHOWN ABOVE.

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR COSTS INCURRED DUE TO REMOVAL OF UNSUITABLE MATERIAL WHICH MUST BE REMOVED FROM THE SITE.

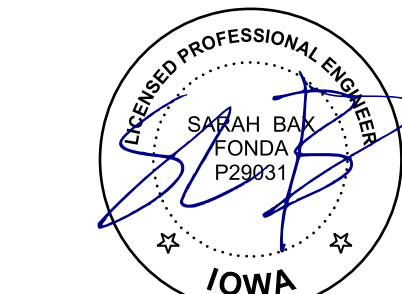
SHRINKAGE FACTORS USED TO DETERMINE THE BULK FILL WILL VARY ON EACH PROJECT DUE TO SPECIFIC SOIL CHARACTERISTICS. THE SHRINKAGE FACTOR USED FOR THIS PROJECT AS INDICATED ABOVE, IS AN ASSUMED VALUE.

IF EXCESS OR BORROW MATERIAL IS TO BE TRUCKED, IT SHALL BE TO OR FROM AN APPROVED SITE IN ACCORDANCE WITH ALL GOVERNING AUTHORITIES.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE A PERMIT FOR HAULING FROM THE APPROPRIATE GOVERNING AUTHORITY.

COUNTRY CLUB GLEN PLAT 13
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CLIVE, IA 50325

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GRADING PLAN



C3.0

COUNTRY CLUB GLEN PLAT 13
PRELIMINARY PLAT AND SITE PLAN

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10/10/24

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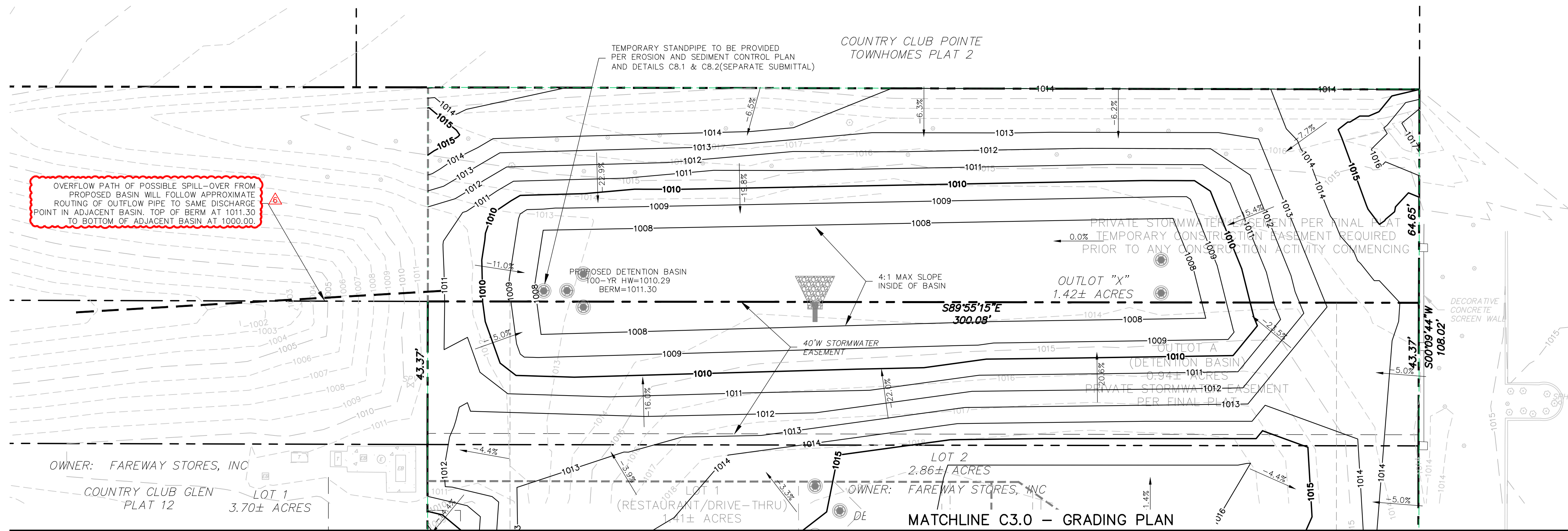
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GRADING PLAN

C3.1



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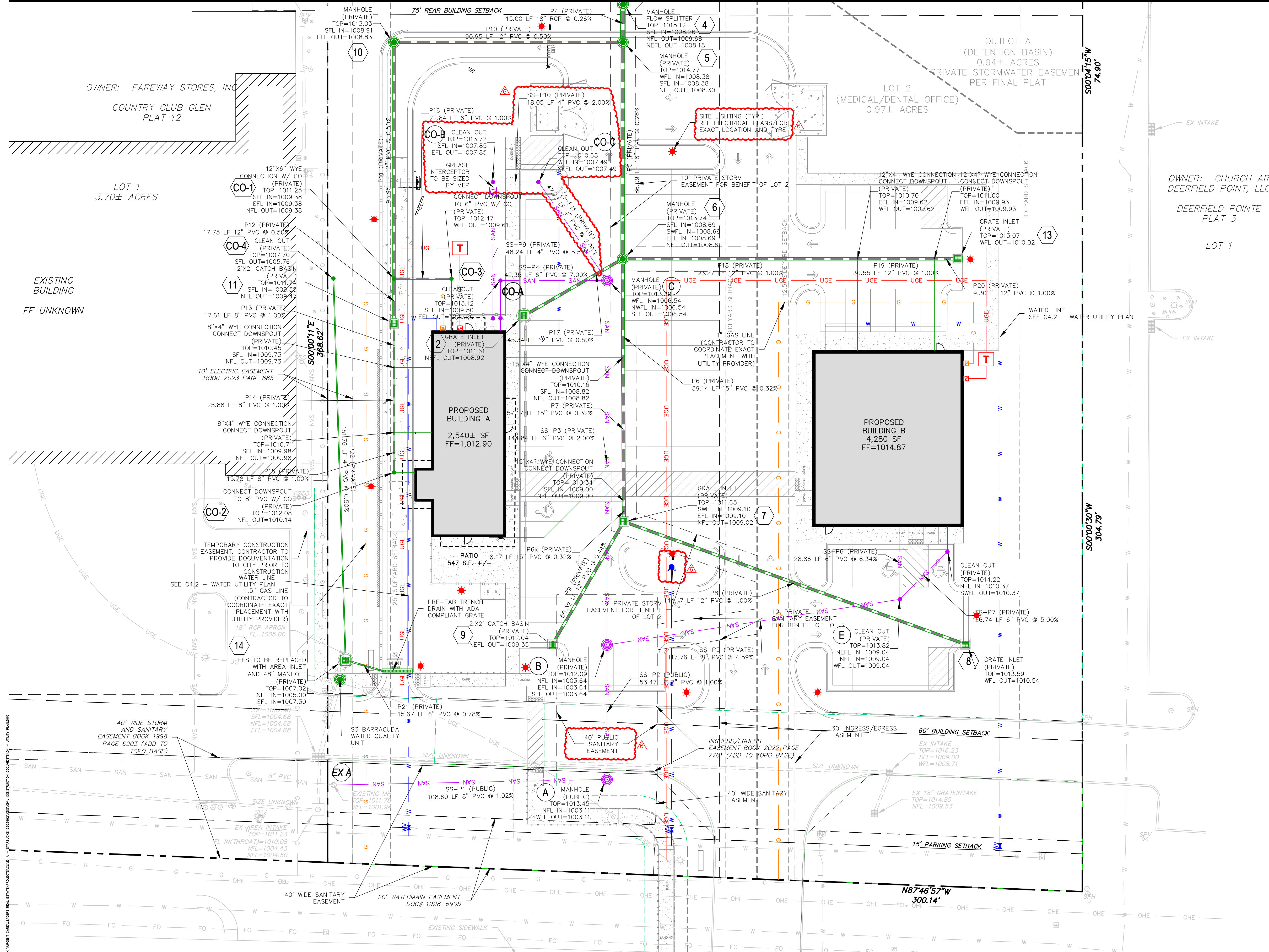
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UTILITY PLAN

C4.0

MATCHLINE C4.1 - UTILITY PLAN

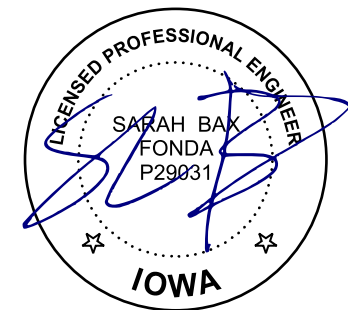


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2	DEVELOPMENT REVIEW	04/17/24
3	DEVELOPMENT REVIEW RE-SUBMITTAL	07/19/24
4	DEVELOPMENT REVIEW RESPONSE	08/26/24
5	DEVELOPMENT REVIEW RESUBMITTAL	09/16/24
6	DEVELOPMENT REVIEW RESUBMITTAL	10/10/24

CONSTR. DOC. & REVISIONS



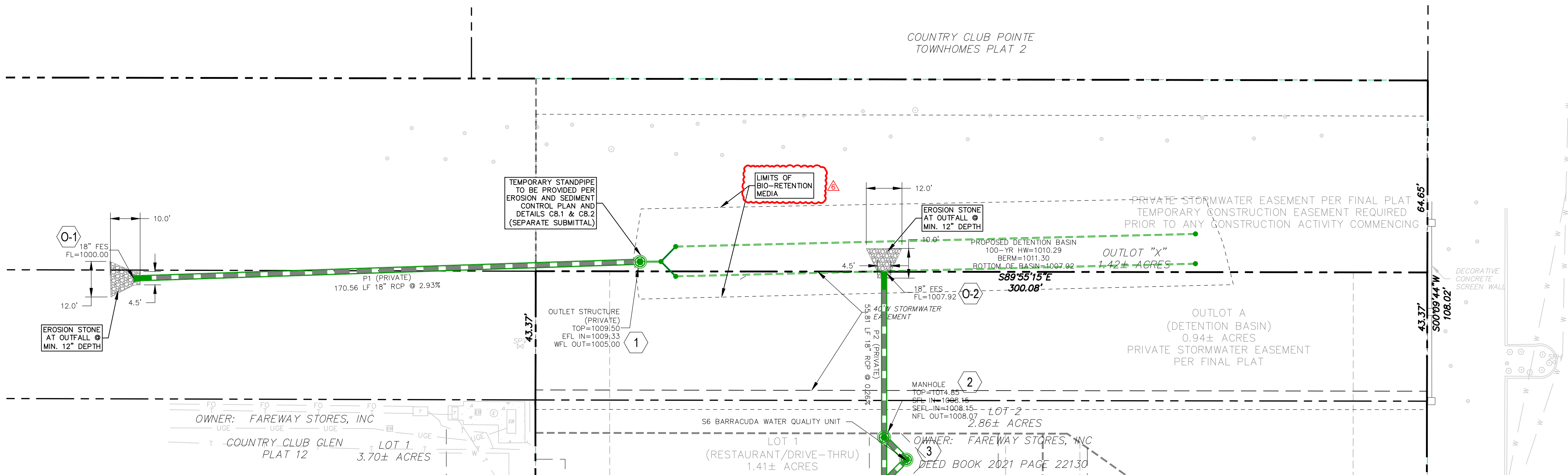
10/10/24

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Expiration Date 12/31/25

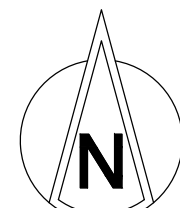
Drawn By/Checked By: MW/SBF
Project Number 2303492
Permit 08-20-24
Bid -- --

UTILITY PLAN

C4.1



MATCHLINE C4.0 - UTILITY PLAN

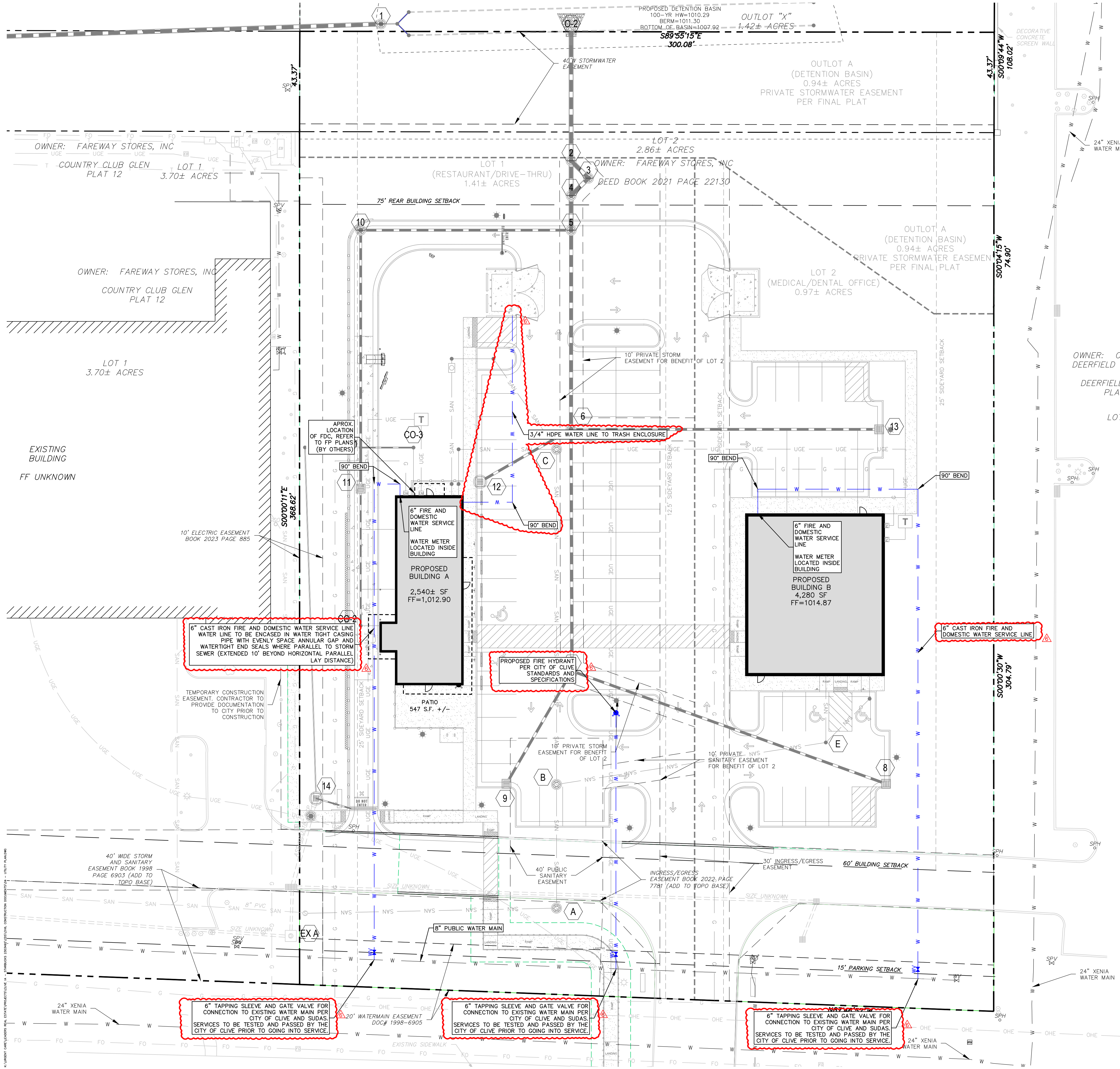


0 10 20 40
SCALE: 1" = 20'



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811 or 1-800-292-8989

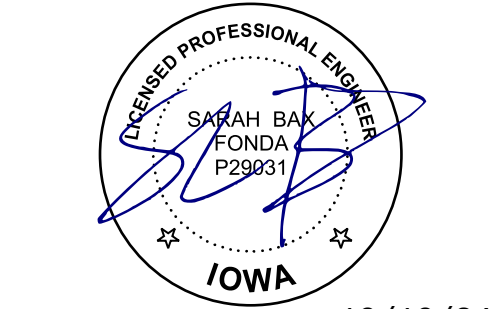
IOWA ONE-CALL SYSTEM, INC.
THE TOPOGRAPHIC INFORMATION IN THIS PLAN
SET IS BASED OFF AN ALTA/NSPS LAND TITLE
SURVEY PROVIDED BY CLAPSADDLE-GARBER
ASSOCIATES, INC. ON FEBRUARY 20, 2024.



WATER UTILITY PLAN LEGEND	
EXISTING WATER LINE/MAIN	W
PROPOSED WATER LINE/MAIN	W
EXISTING SANITARY LINE/MAIN	SAN
PROPOSED SANITARY LINE/MAIN	SAN
EXISTING UTILITY	T
PROPOSED UTILITY	T

COUNTRY CLUB GLEN PLAT 13
PRELIMINARY PLAT AND SITE PLAN
NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325

No.	Description	Date
1	STARBUCKS 2ND REVIEW	04/10/24
2	DEVELOPMENT REVIEW	04/17/24
3	DEVELOPMENT REVIEW RE-SUBMITTAL	07/19/24
4	DEVELOPMENT REVIEW RESPONSE	08/26/24
5	DEVELOPMENT REVIEW RESUBMITTAL	09/16/24
6	DEVELOPMENT REVIEW RESUBMITTAL	10/10/24



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License No. P29031
Expiration Date 12/31/25

Drawn By/Checked By: MW/SBF
Project Number 2303492
Permit 08-20-24
Bid ---

WATER UTILITY
PLAN



C4.2

NW 161st STREET & HICKMAN ROAD/US HWY 6

No.	Description	Date
1	STARBUCKS 2ND REVIEW	04/10/24
2	DEVELOPMENT REVIEW	04/17/24
3	DEVELOPMENT REVIEW RE-SUBMITTAL	07/19/24
4	DEVELOPMENT REVIEW RESPONSE	08/20/24
5	DEVELOPMENT REVIEW RE-SUBMITTAL	09/16/24
6	DEVELOPMENT REVIEW RE-SUBMITTAL	10/10/24

UTILITY CROSSING CONFLICTS NOTE

WHERE MINIMUM COVER OF 18" OF SEPARATION CAN NOT BE ACHIEVED BETWEEN WATER AND SEWER, THE FOLLOWING SUDAS REQUIREMENTS MUST BE MET:

1. **SANITARY:** WHEN IT IS IMPOSSIBLE TO OBTAIN THE REQUIRED VERTICAL CLEARANCE OF 18 INCHES BETWEEN SANITARY SEWER AND WATER SERVICE, PROVIDE A LINEAR SEPARATION OF AT LEAST 2 FEET AND ENCLOSE THE WATER MAIN IN A WATERTIGHT CASING PIPE WITH AN EVENLY SPACED ANNULAR GAP AND WATERTIGHT END SEALS.
2. **STORM:** WHEN IT IS IMPOSSIBLE TO OBTAIN THE REQUIRED VERTICAL CLEARANCE OF 18 INCHES BETWEEN STORM SANITARY AND WATER SERVICE, PROVIDE A MINIMUM SEPARATION OF 6 INCHES AND ENCLOSE THE WATER MAIN IN A WATERTIGHT CASING PIPE WITH AN EVENLY SPACED ANNULAR GAP AND WATERTIGHT END SEALS.

NOTE

THE ENGINEER HAS MADE THE FOLLOWING ASSUMPTIONS FOR MINIMUM DEPTH OF COVER FOR EXISTING AND PROPOSED UTILITIES:

1. WATER	66"
2. UNDERGROUND ELECTRIC	48"
3. FIBER OPTIC	48"
4. GAS	24"

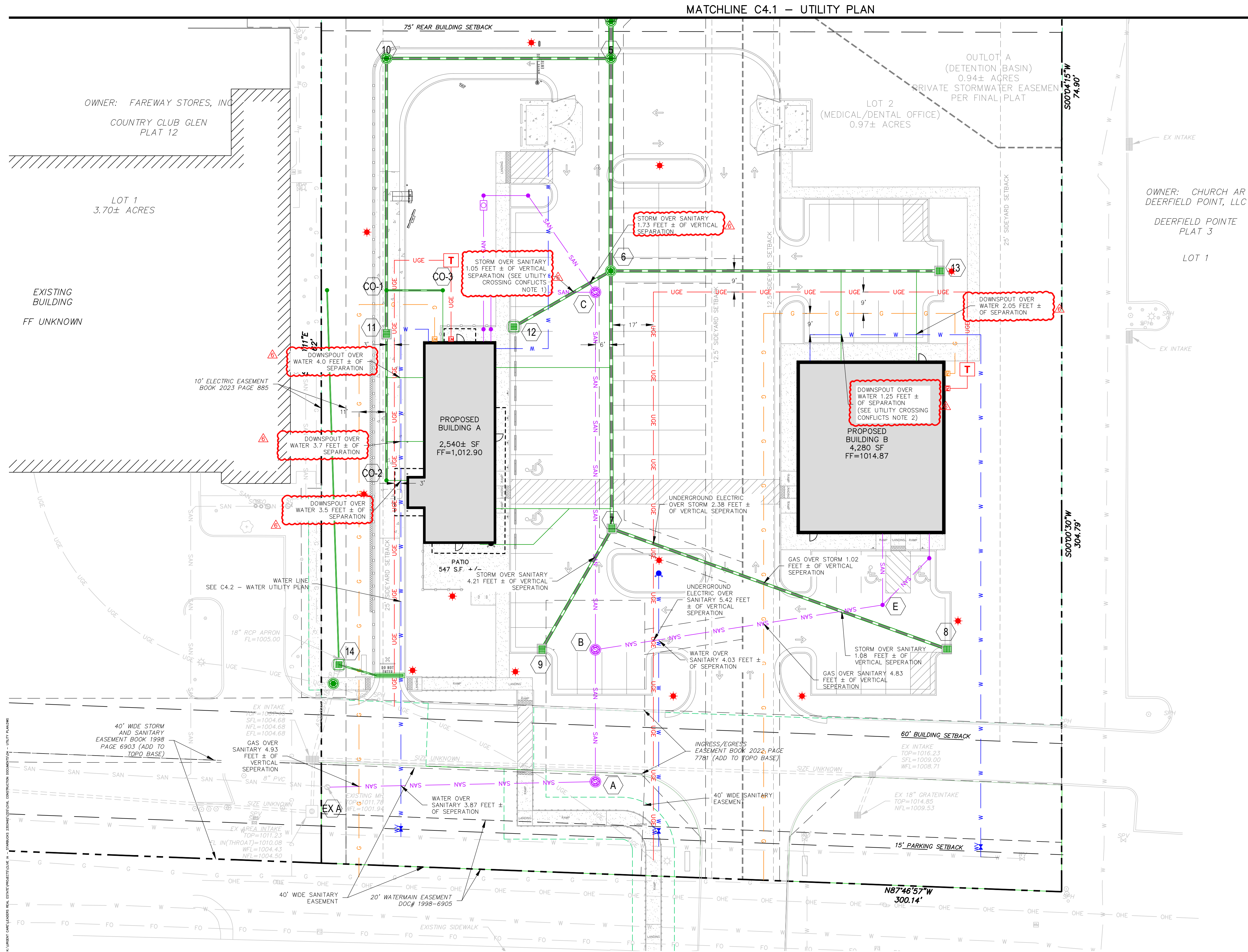
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY DEPTHS.

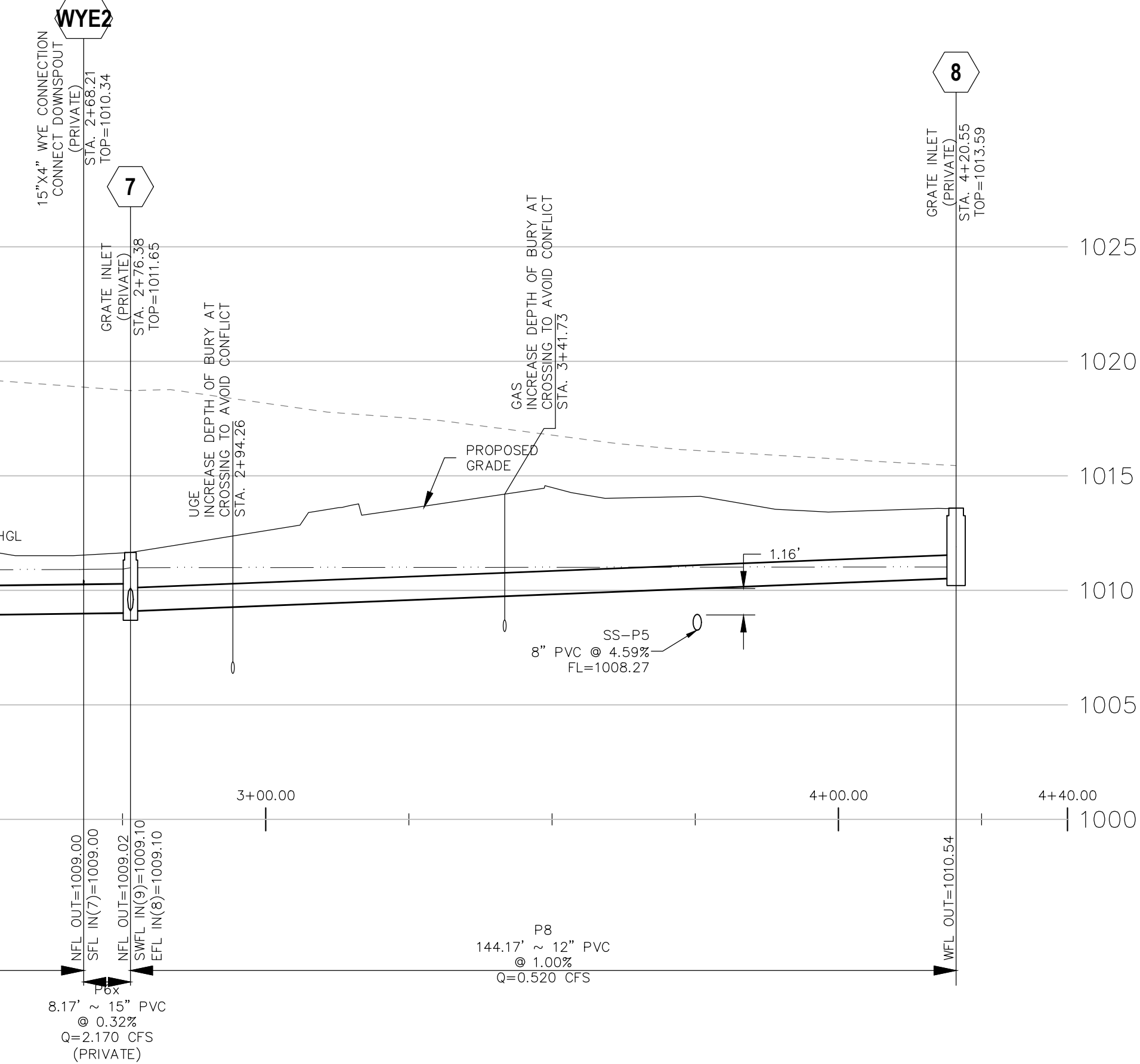
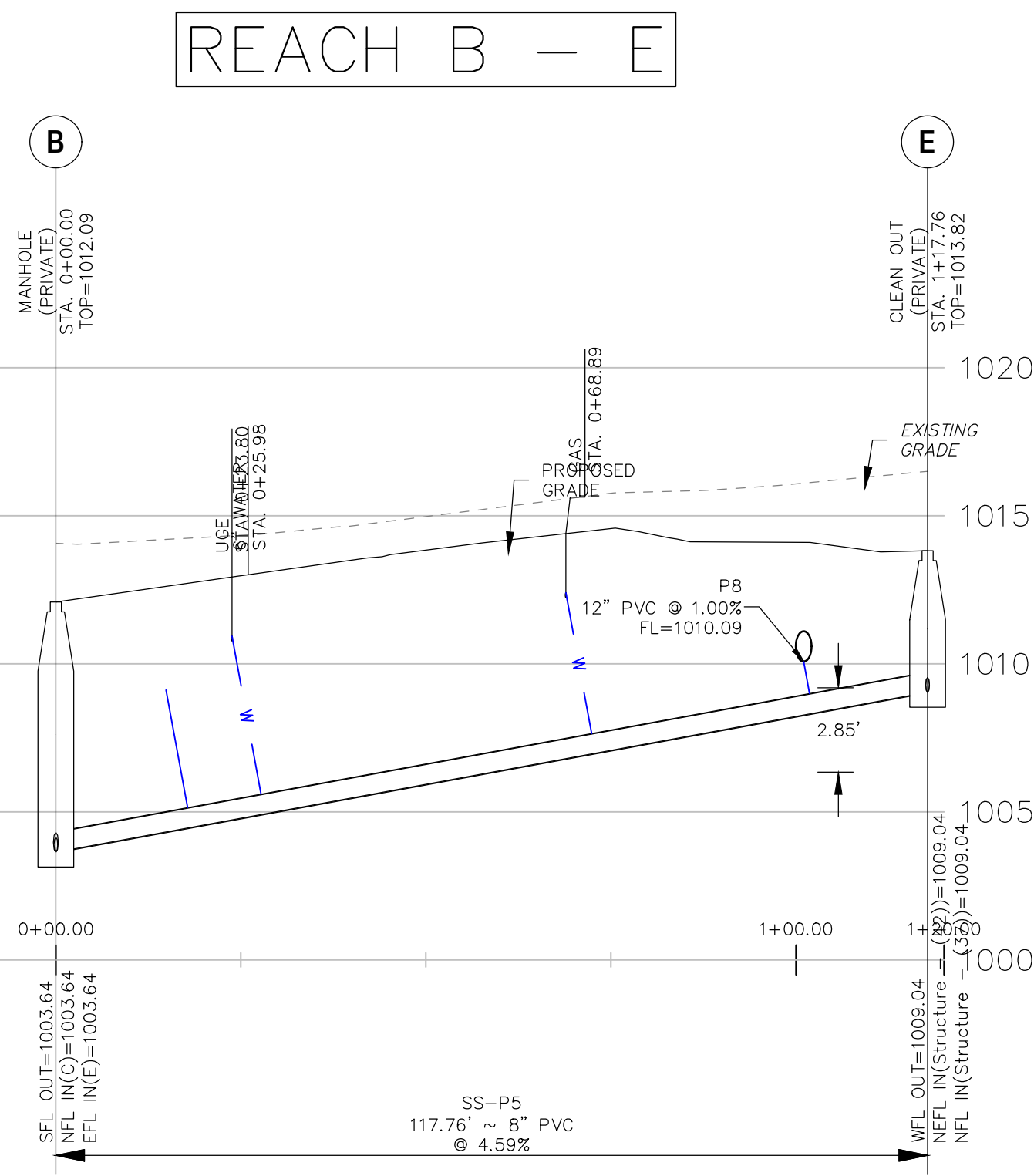
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Expiration Date 12/31/25

Drawn By/Checked By:	MW/SBF
Project Number	2303492
Permit	08-20-24
Bid	-- -- --

UTILITY CROSSING PLAN

C4.3





NOTE	
THE ENGINEER HAS MADE THE FOLLOWING ASSUMPTIONS FOR MINIMUM DEPTH OF COVER FOR EXISTING AND PROPOSED UTILITIES:	
1. WATER	66"
2. UNDERGROUND ELECTRIC	48"
3. FIBER OPTIC	48"
4. GAS	24"
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY DEPTHS.	

LEGEND	
PROPOSED GRADE	
EXISTING GRADE	
10 YR, 15 MIN HGL	
GRANULAR BACKFILL	

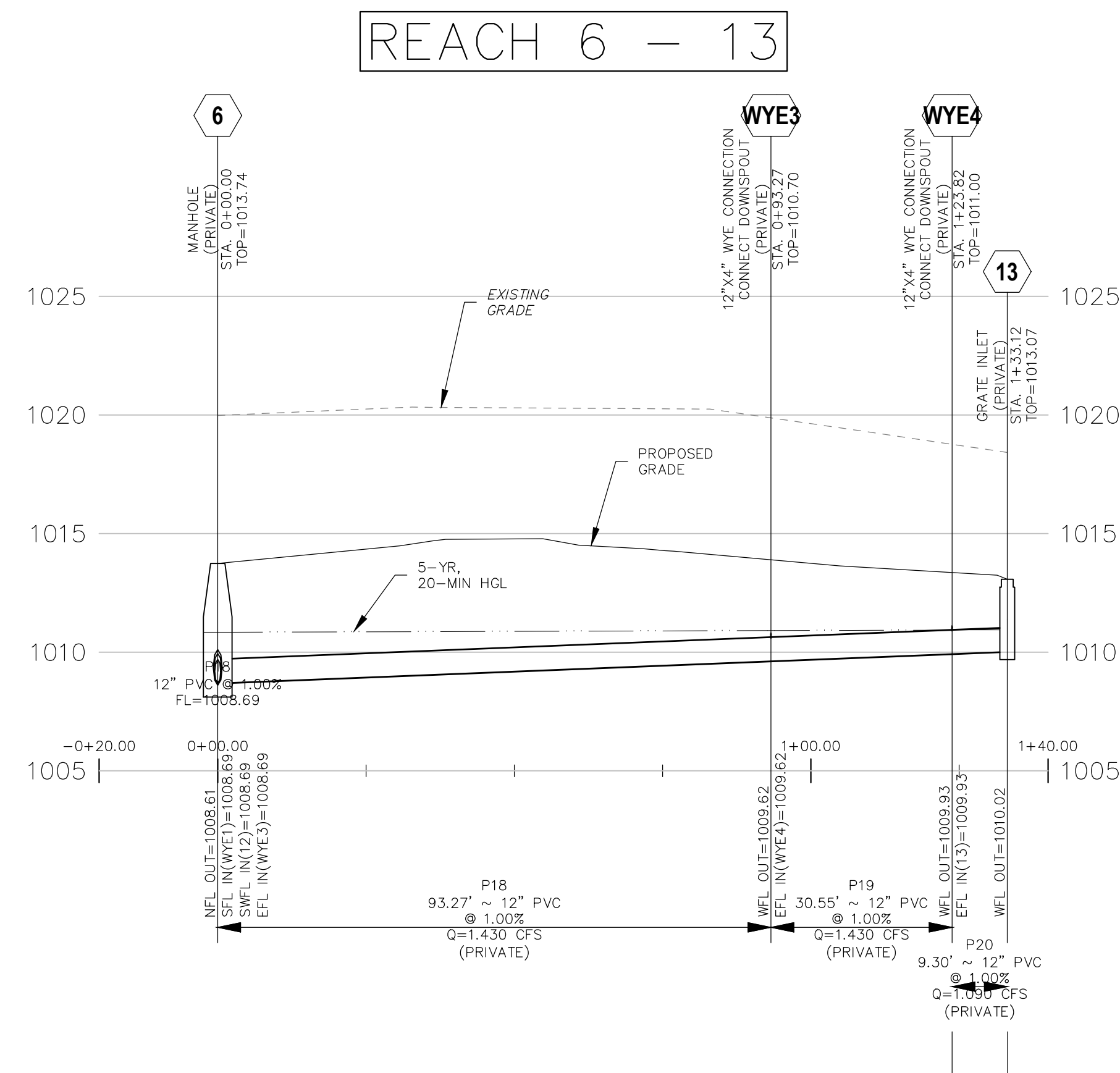
 CALL BEFORE YOU
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811 or 1-800-292-8989
IOWA ONE-CALL SYSTEM, INC.

THE TOPOGRAPHIC INFORMATION IN THIS PLAN
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SURVEY PROVIDED BY CLAPSADDLE-GARBER
ASSOCIATES, INC. ON FEBRUARY 20, 2024.

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Drawn By/Checked By: MW/SB
Project Number 230349
Permit 08-20-2
Bid -- --

C4.4



ALL SANITARY AND STORM PIPES LOCATED UNDER PROPOSED PAVEMENT OR WITHIN 2' OF PROPOSED PAVEMENT TO HAVE GRANULAR BACKFILL TO PAVEMENT SUBGRADE.

NOTE

THE ENGINEER HAS MADE THE FOLLOWING ASSUMPTIONS FOR MINIMUM DEPTH OF COVER FOR EXISTING AND PROPOSED UTILITIES:

1. WATER	66"
2. UNDERGROUND ELECTRIC	48"
3. FIBER OPTIC	48"
4. GAS	24"

CONTRACTOR TO FIELD VERIFY EXISTING UTILITY DEPTHS.

STORM SEWER PROFILES

LEGEND

PROPOSED GRADE	
EXISTING GRADE	
10 YR, 15 MIN HGL	
GRANULAR BACKFILL	



CALL BEFORE YOU
DIG - DRILL - BLAST
811 or 1-800-292-8989
IOWA ONE-CALL SYSTEM, INC.

THE TOPOGRAPHIC INFORMATION IN THIS PLAN SET IS BASED OFF AN ALTA/NSPS LAND TITLE SURVEY PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES, INC. ON FEBRUARY 20, 2024.

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1	STARBUCKS 2ND REVIEW	04/10/24
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5	DEVELOPMENT REVIEW RESUBMITTAL	09/16/24
6	DEVELOPMENT REVIEW RESUBMITTAL	10/10/24

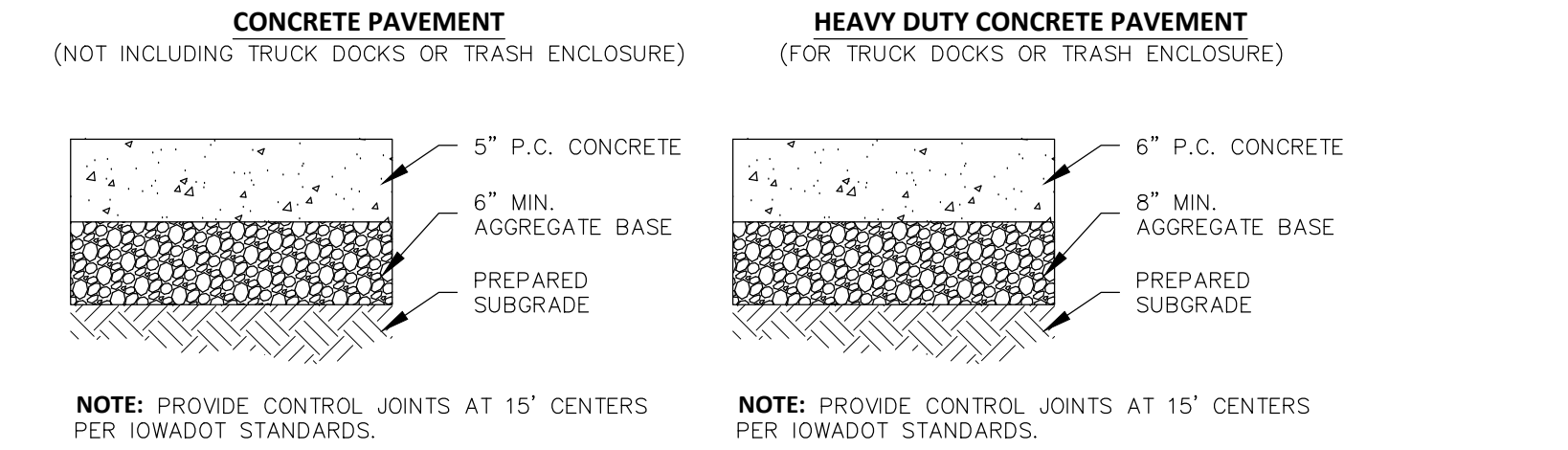
Drawn By/Checked By:	MW/SBF
Project Number	2303492
Permit	08-20-24
Bid	-- -- --

STORM SEWER PROFILES

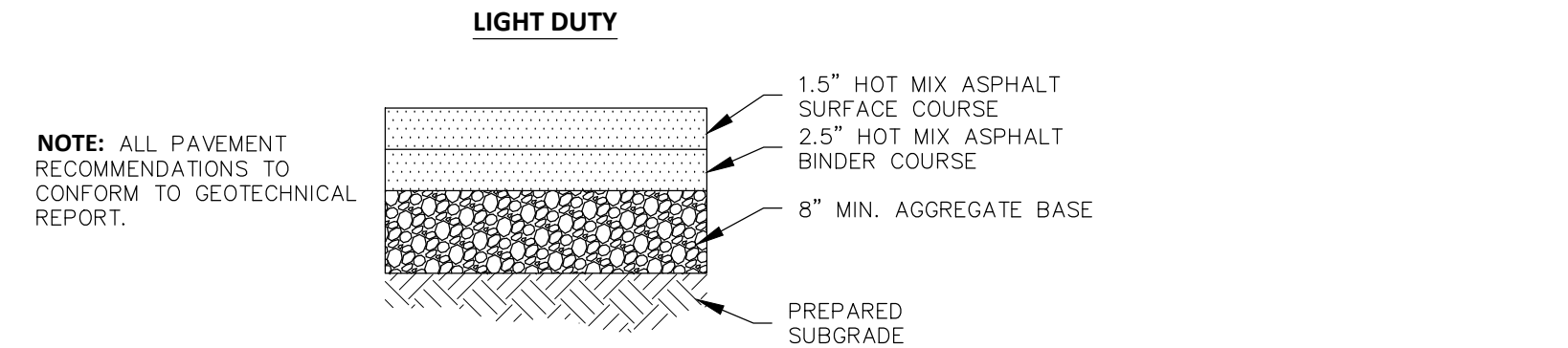
C4.5

COUNTRY CLUB GLEN PLAT 13
PRELIMINARY PLAT AND SITE PLAN
NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325

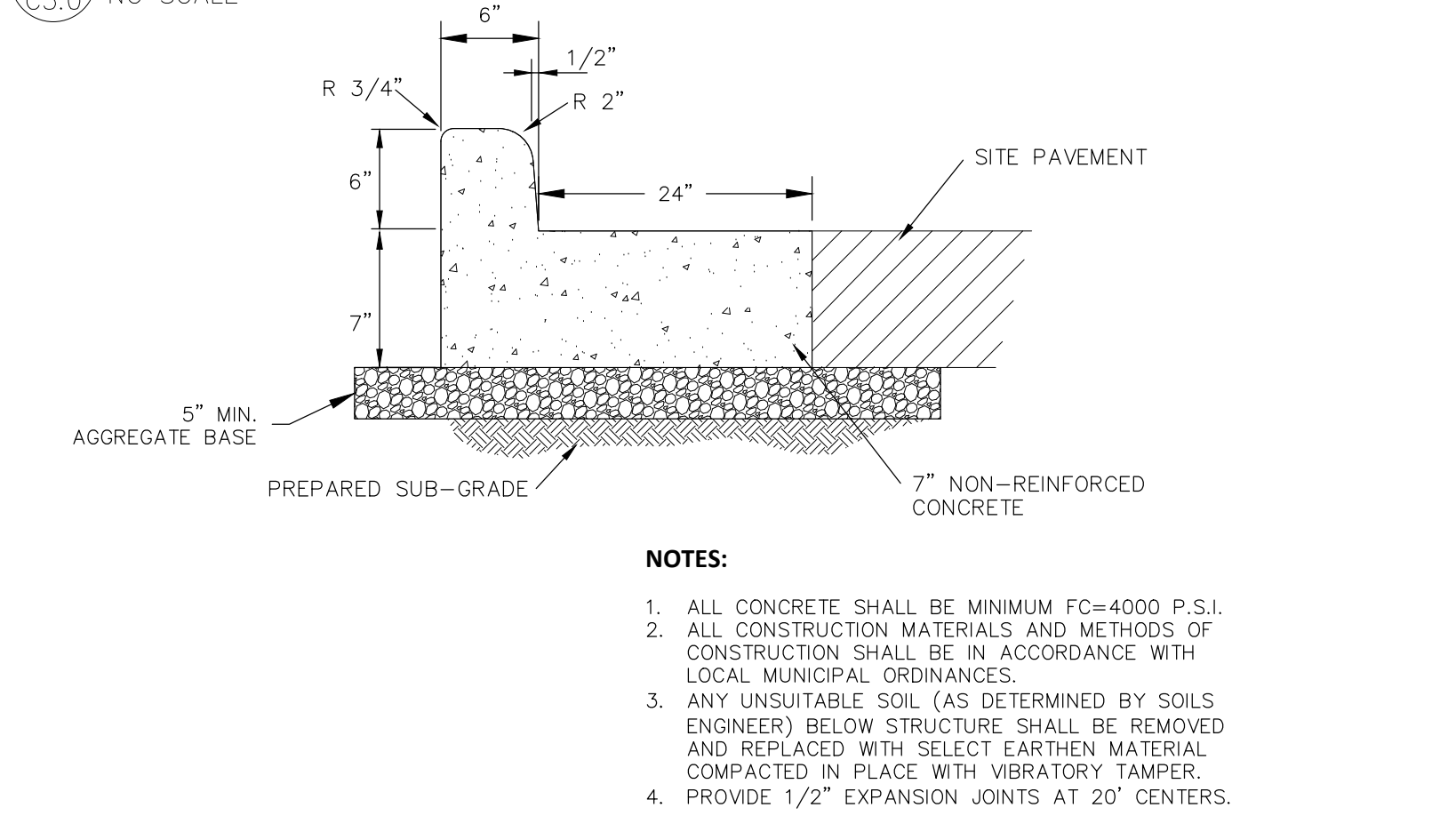
**CASCO
CIVIL**



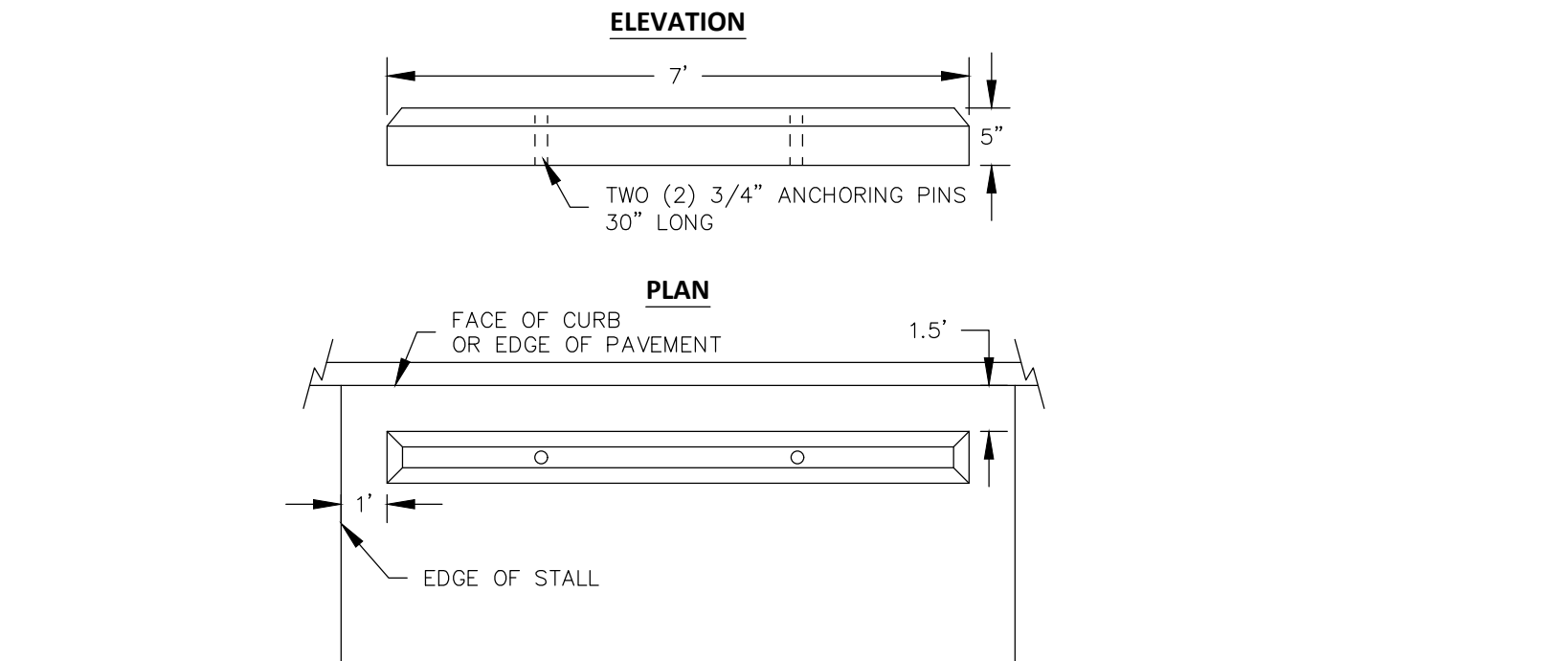
1 CONCRETE PAVEMENT DETAIL
C5.0 NO SCALE



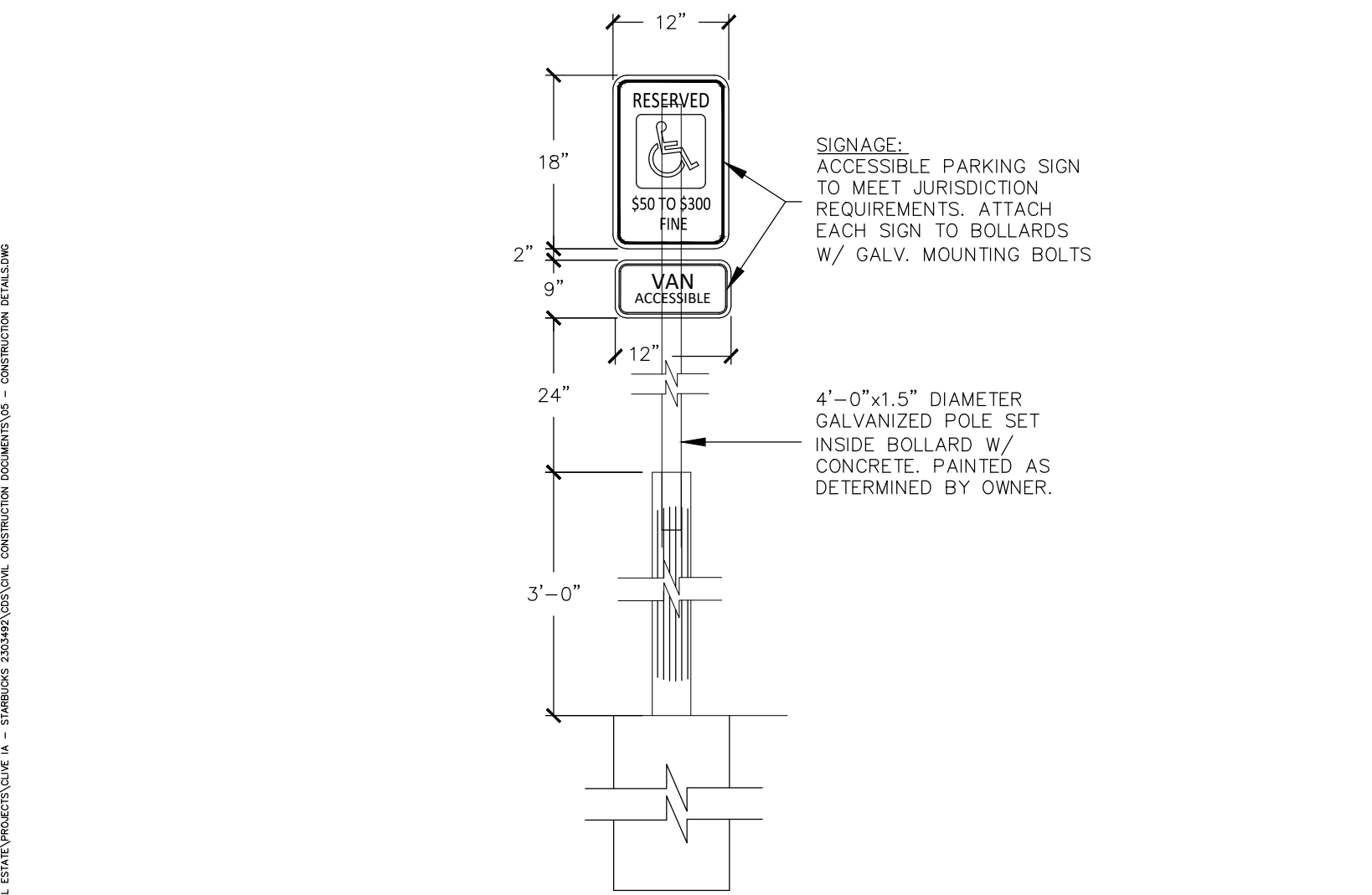
2 ASPHALT PAVEMENT DETAIL
C5.0 NO SCALE



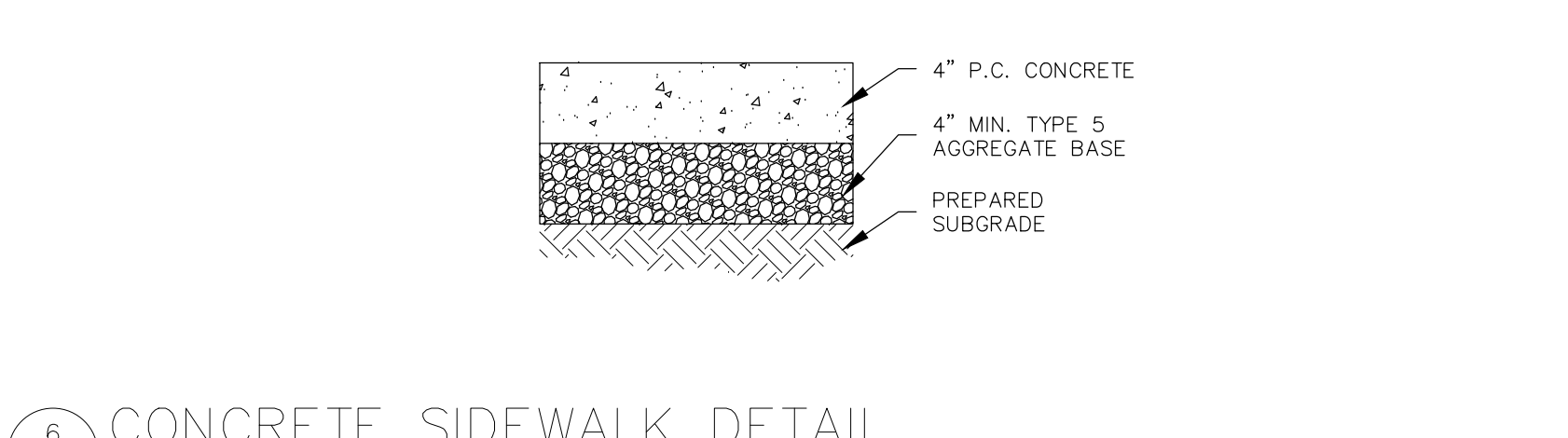
3 STANDARD CONCRETE CURB & GUTTER DETAIL
C6.0 NO SCALE



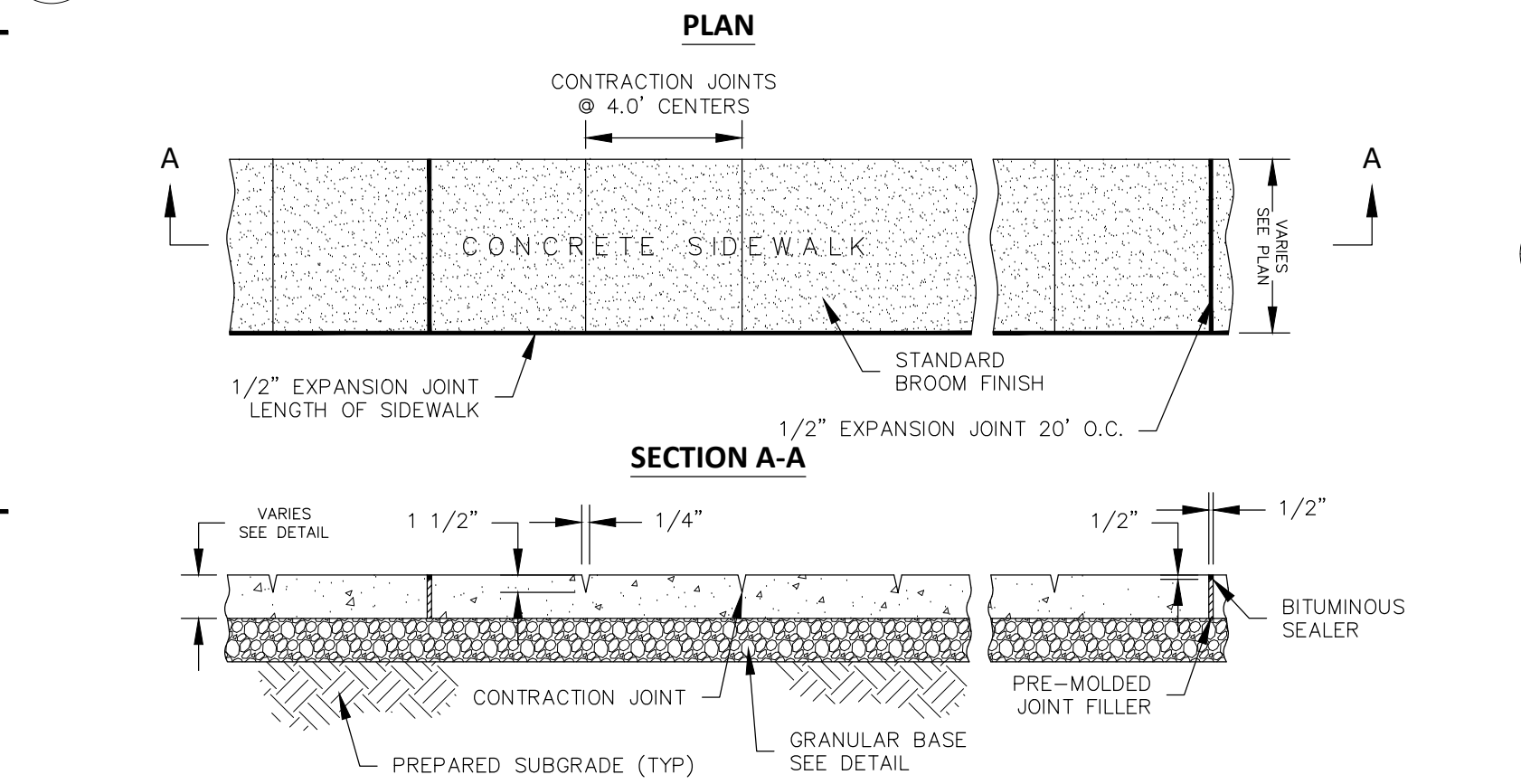
4 PARKING STOP DETAIL
C5.0 NO SCALE



5 ACCESSIBLE SIGN DETAIL
C5.0 NO SCALE



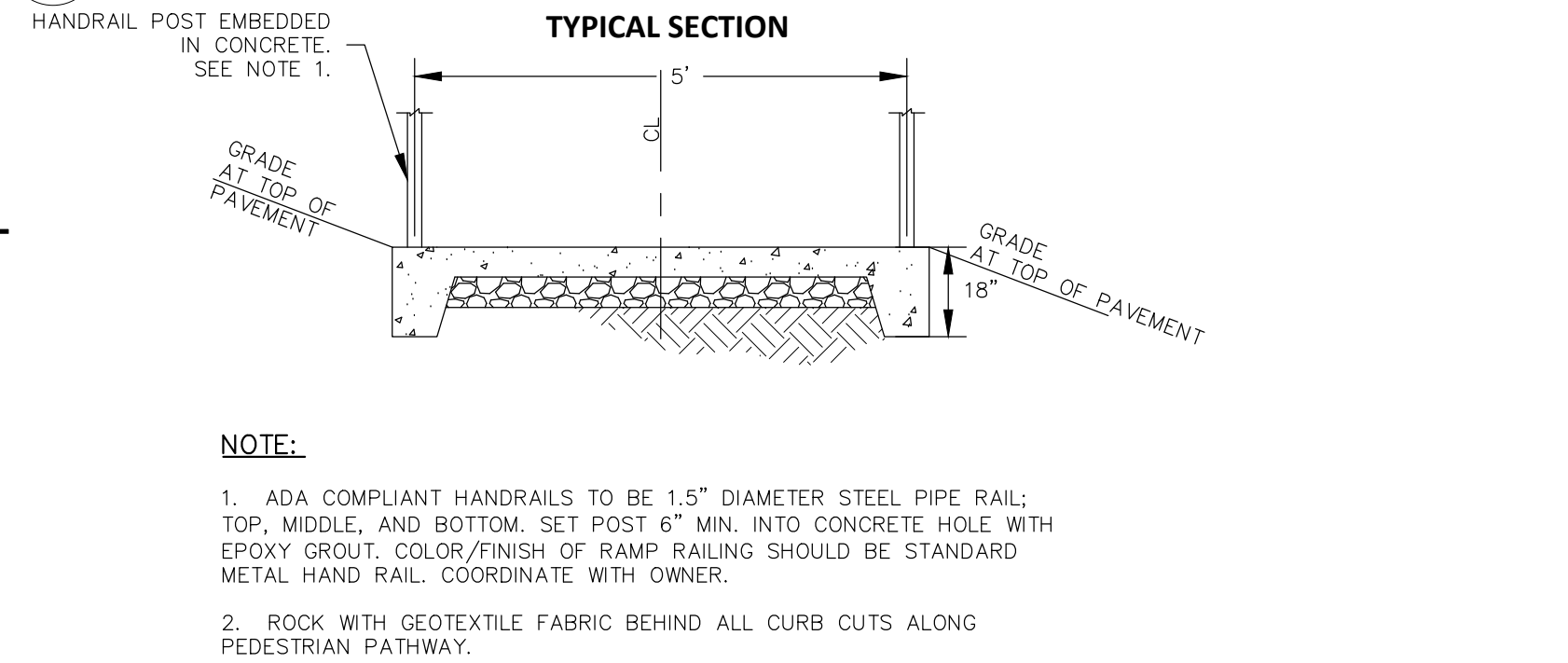
6 CONCRETE SIDEWALK DETAIL
C5.0 NO SCALE



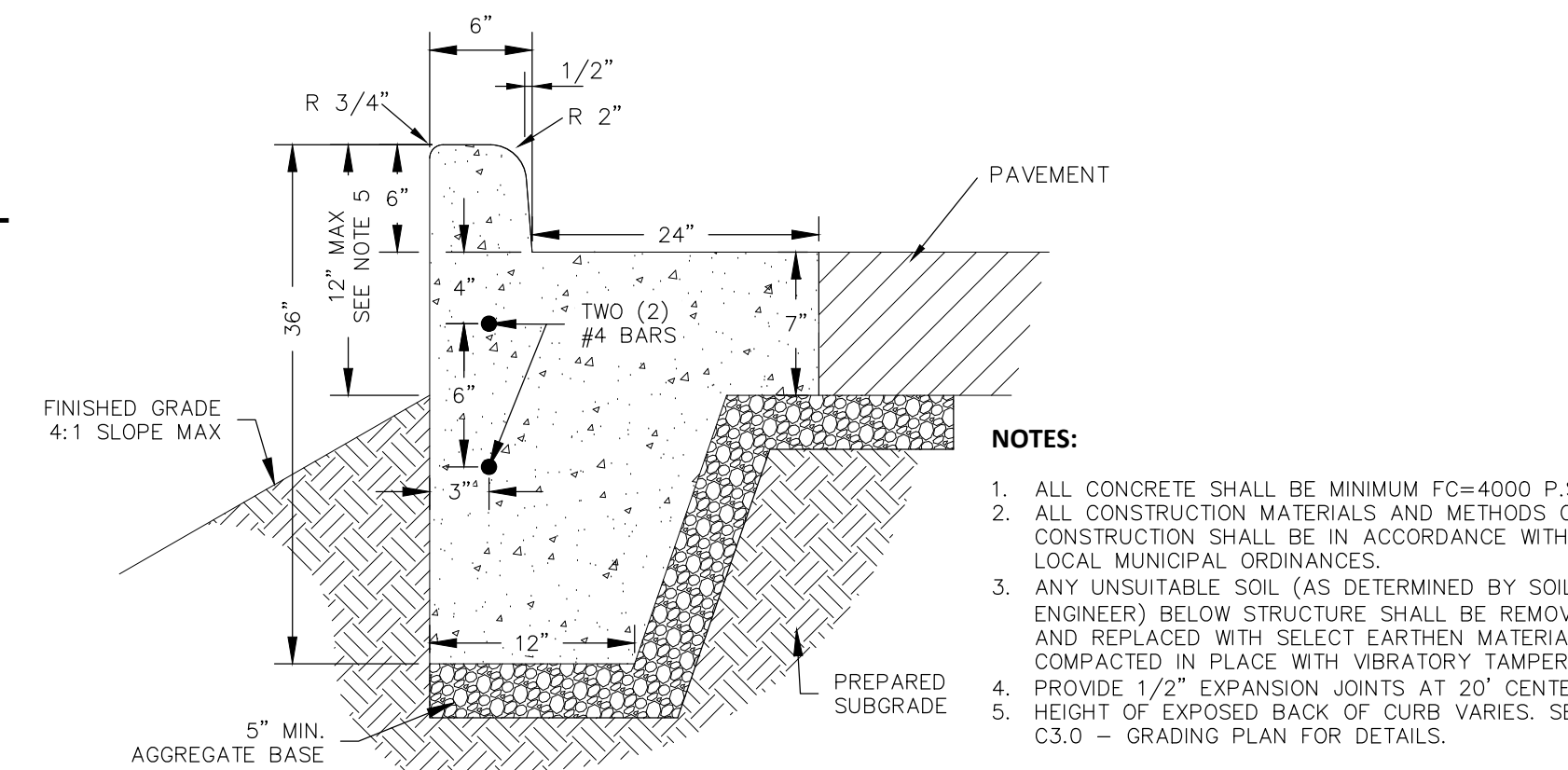
SUBGRADE PREPARATION NOTE:

ALL EXPOSED AND/OR DISTURBED GRANULAR BASE AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF OPTIMUM DENSITY IN ACCORDANCE W/ASTM D 1557 AT OPTIMUM MOISTURE CONTENT AND TO A MINIMUM DEPTH OF 4" ALL SUBGRADE SOIL AREAS EXPOSED BY EXCAVATIONS AND GRADING SHALL BE COMPACTED TO A MINIMUM OF 95% OF OPTIMUM DENSITY IN ACCORDANCE W/ASTM D 1557 AT OPTIMUM MOISTURE CONTENT AND TO A MINIMUM DEPTH OF 12" - FILL WHERE REQUIRED SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" LOOSE MEASURE AND SHALL BE COMPACTED AS OUTLINED ABOVE - THE ON SITE TESTING COMPANY SHALL PROVIDE TESTING AND INSPECTION OF THE SOIL WORK PRIOR TO PLACING CONCRETE.

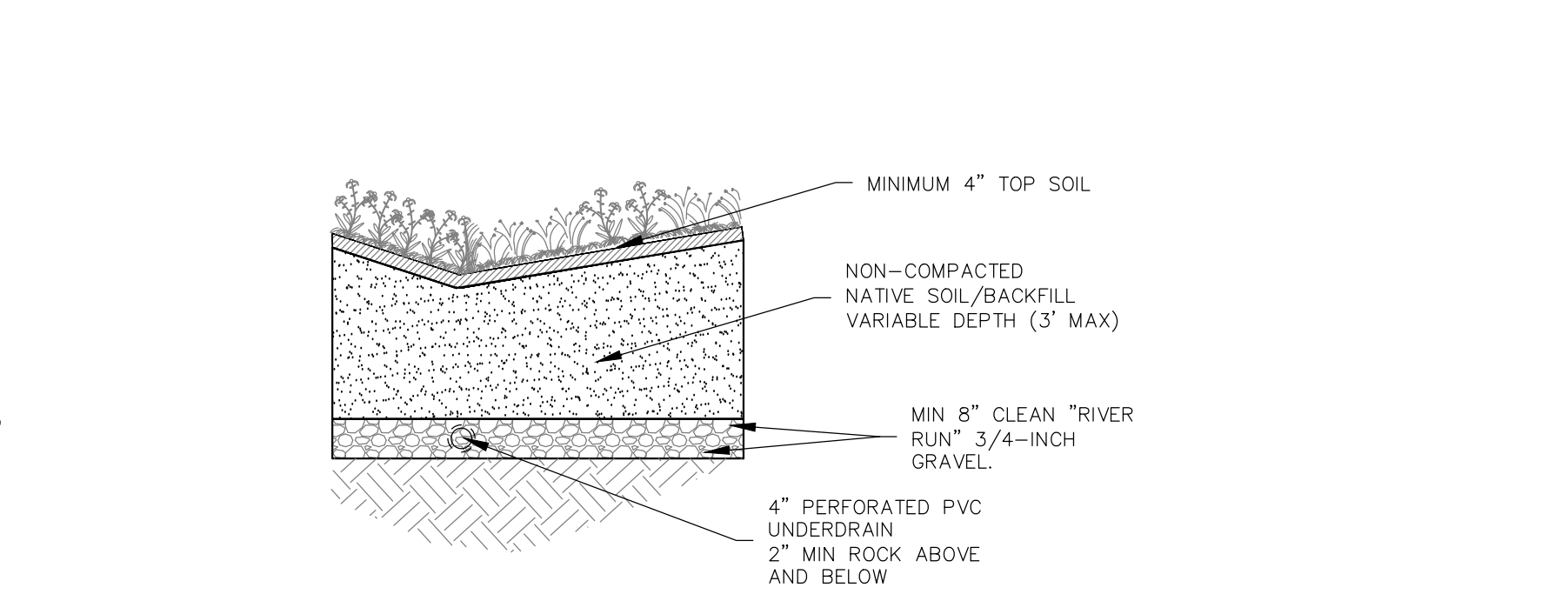
7 TYPICAL SLAB JOINT DETAIL
C5.0 NO SCALE



8 PEDESTRIAN ACCESS RAMP
C5.0 NO SCALE



9 EXTENDED CONCRETE CURB & GUTTER DETAIL
C5.0 NO SCALE



10 TYPICAL SWALE & UNDERDRAIN SECTION
C5.0 NO SCALE

ADS® Barracuda™ Max

The Barracuda Max is market-changing stormwater quality technology. This high-performance vortex hydrodynamic separator is designed to remove total suspended solids in order to protect our precious receiving waters. The Barracuda Max is also an outstanding value that offers multiple pipe configurations, and quick installation. The "Max" version of the Barracuda is built on the base platform of the original ADS Barracuda with improved removal efficiencies and installation components.

Features

- Single manhole design
- No elevation loss between the inlet and outlet
- Variable inlet/outlet angle configurations (not just 180 degree orientation)
- Internal bypass for inline installation (where applicable)
- Revolutionary, patented "teeth" mitigate turbulence in the sump area to prevent re-suspension of captured contaminants and an added deflector plate and bowl extension enhance the unit's removal capabilities

Benefits

- Internal components are in stock for quick delivery
- The S3, S4, S6, and S8 can be installed in a standard 36" (900 mm), 48" (1200 mm), 72" (1800 mm), and 96" (2400 mm) precast manhole, respectively
- The S3 & S4 can be provided factory installed within a 36" (900 mm) and 48" (1200 mm) ADS HP manhole and delivered to the jobsite
- The Barracuda Max "teeth" and deflector plate apparatus are fabricated and designed for quick and easy field assembly
- Designed for easy maintenance using a vacuum truck or similar equipment
- Inspection and maintenance are performed from the surface with no confined space entry

Barracuda Specification

Materials and Design

- Concrete Structures: Designed for H-20 traffic loading and applicable soil loads or as otherwise determined by a Licensed Professional Engineer. The materials and structural design of the devices shall be per ASTM C87 and ASTM C895.
- 36" (900 mm) and 48" (1200 mm) HP Manhole Structures: Made from an impact modified copolymer polypropylene meeting the material requirements of ASTM F2364. The eccentric cone reducer shall be manufactured from polyethylene material meeting ASTM D3350 cell class 2132DC. Gaskets shall be made of material meeting the requirements of ASTM 1477.
- Separator Internals shall be substantially constructed of stainless steel, polyethylene or other thermoplastic material approved by the manufacturer.

Performance

- The stormwater treatment unit shall be an inline unit capable of conveying 100% of the design peak flow. If peak flow rates exceed maximum hydraulic rate, the unit shall be installed offline.
- The Barracuda Max unit shall be designed to remove at least 80% of the suspended solids on an annual aggregate removal basis. Said removal shall be based on full-scale third party testing using OK-110 media gradation or equivalent and 300 mg/L influent concentration. Said full scale testing shall have included sediment capture based on actual total mass collected by the stormwater treatment unit.

The Barracuda Max unit shall be designed to remove at least 50% of TSS using a media mix with d_{50} 75 micron and 200 mg/L influent concentration.

OR

The Barracuda Max unit shall be designed to remove at least 50% of TSS per current NJDEP/NJCAT ADS protocol.

The stormwater treatment unit internals shall consist of (i) separator cone assembly, and (i) sump assembly, which includes the "teeth".

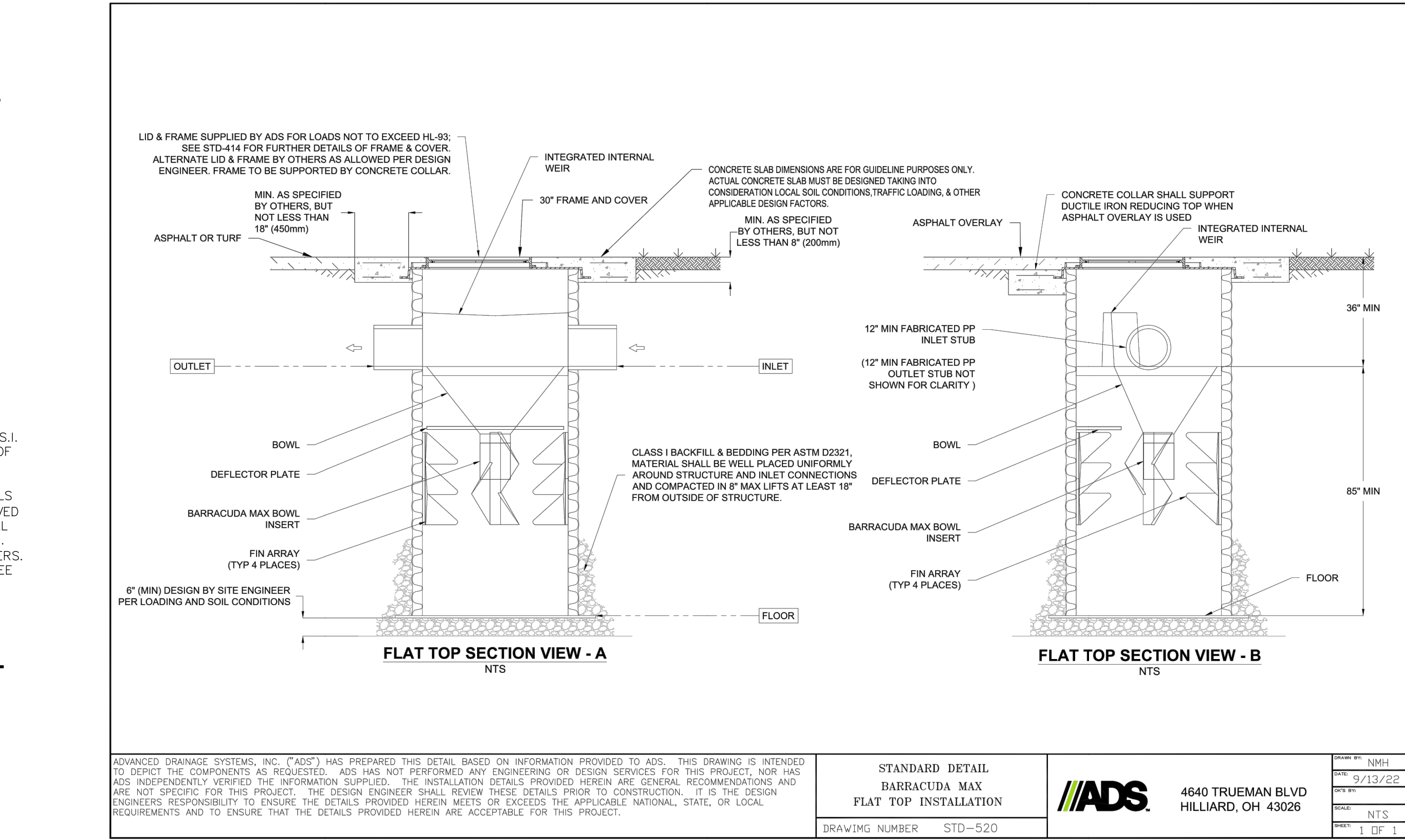
Barracuda Max Model	Manhole Diameter	NJDEP (50% removal)	OK-110 (80% removal)
S3	36" (900 mm)	0.85 CFS (24.1 L/s)	0.86 CFS (24.1 L/s)
S4	48" (1200 mm)	1.52 CFS (43.0 L/s)	1.52 CFS (43.0 L/s)
S6	72" (1800 mm)	3.40 CFS (96.3 L/s)	3.42 CFS (96.8 L/s)
S8	96" (2400 mm)	6.08 CFS (172.2 L/s)	6.08 CFS (172.2 L/s)

Installation

Installation of the stormwater treatment unit(s) shall be performed per manufacturer's installation instructions. Such instructions can be obtained by calling Advanced Drainage Systems at 800-421-6710 or by logging on to www.adspipe.com.

ADS

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11 ADS BARRACUDA MAX FLAT TOP INSTALLATION DETAIL
C5.0 NO SCALE

No.	Description	Date
1	STARBUCKS 2ND REVIEW	04/10/24
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6	DEVELOPMENT REVIEW RESUBMITTAL	10/10/24

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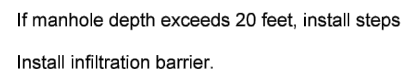
DETAILS

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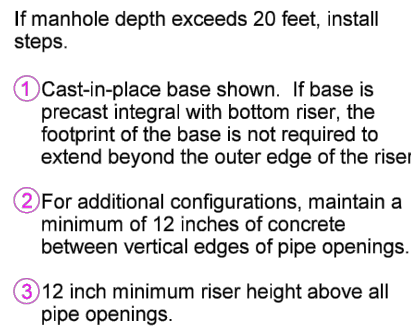
Drawn By/Checked By:	MW/SBF
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Permit	08-20-24
Bid	-- -- --

DETAILS



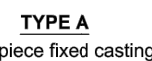
Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes ⁽¹⁾	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

 SUDAS	 IOWA DOT	REVISION 5 10-18-
		SW-30 SHEET 1 of 1
FIGURE 6010.301	STANDARD ROAD PLAN	
REVISIONS: Added circle note 3.		
 BILLIAS DIRECTOR		 DESIGN ENGINEER



Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

 SUDAS	 IOWA DOT	REVISION 3 DA-2	
		SW-40 SHEET 1 of 1	
FIGURE 6010.401	STANDARD ROAD PLAN		
REVISIONS: Added manhole depth note.			
 BRUCE D. WEIGAND		 DAVID M. MOORE, ENGINEER	
CIRCULAR STORM SEWER			



PLAN

33" min.

26" min.

24" min. clear opening

Gasket Seal

Gasket out d.

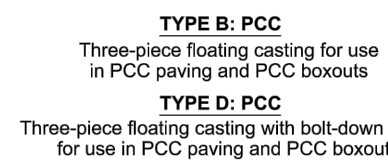
35" min.

Frame Notes:
Size, spacing, and number of lugs and flanges may vary.

Cover Notes:
Roughness pattern and text style may vary. Minimum one concealed pickhole.

- 1 Anchor the lower frame of all three-piece castings to the manhole structure. When specified in the contract documents, anchor the frame of two-piece castings to the manhole structure. If casting frame does not include anchor holes or slots, drill four 7/8 inch diameter holes, equally spaced around the frame.
- 2 If specified, furnish bolt down frame and cover with four 1/2 inch minimum diameter stainless steel, hex nut recessed cap screws. Secure cover with screws, washers, and rubber gasket seals.
- 3 Casting height varies. Minimum adjustment range of 4 inches.

 SUDAS	 IOWA DOT	REVISION: 4 04-
		SW-60 SHEET 1 of
FIGURE 6010.601	STANDARD ROAD PLAN	
REVISIONS: Add option for 3-piece HMA casting.		
<i>Russ D. Weigand</i> SUDAS DIRECTOR		<i>Scott Miller</i> DESIGN METHODS ENGINEER
CASTINGS FOR		

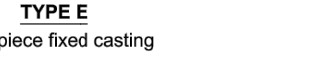


 SUDAS	 IOWADOT	PREVISION 4 04-21
		SW-60 SHEET 2 of 2
FIGURE 6010.601	STANDARD ROAD PLAN	

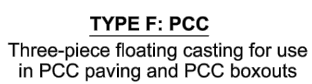
REVISIONS: Add option for 3-piece HMA casting.

 Paul D. Weigand REGIONAL DIRECTOR	 Scott McLean REGIONAL MET-HOUSE ENGINEER
---	--

CASTINGS FOR



 SUDAS	 IOWA DOT	REVISION 4 DA-2
		SW-60 SHEET 1 of 1
FIGURE 6010.602	STANDARD ROAD PLAN	
REVISIONS: Add option for 3-piece HMA casting.		
 EUGENE D. WILLIAMS EUGENE D. WILLIAMS, DIRECTOR	 DAVID M. NELSON DESIGN METHOD ENGINEER	
CASTINGS FOR		



 SUDAS	 IOWA DOT	REVISION 4 04-
		SW-6C SHEET 2 of
FIGURE 6010.602	STANDARD ROAD PLAN	
REVISIONS: Add option for 3-place PMMA casting.		
<i>Paul D. Weigand</i> SUDAS DIRECTOR		<i>Mark Miller</i> DESIGN METHODS ENGINEER
CASTINGS FOR		

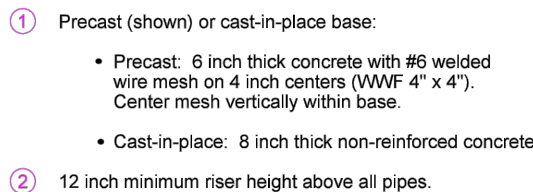


 SUDAS	 IOWA DOT	REVISION 4 04-21
		SW-601 SHEET 3 of 3
FIGURE 6010.602	STANDARD ROAD PLAN	

REVISIONS: Add option for 3-piece HMA casting.

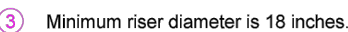
<i>Paul D. Weigand</i> REGIONAL DIRECTOR	<i>Scott Miller</i> DESIGN METHODOLOGIST ENGINEER
---	--

CASTINGS FOR



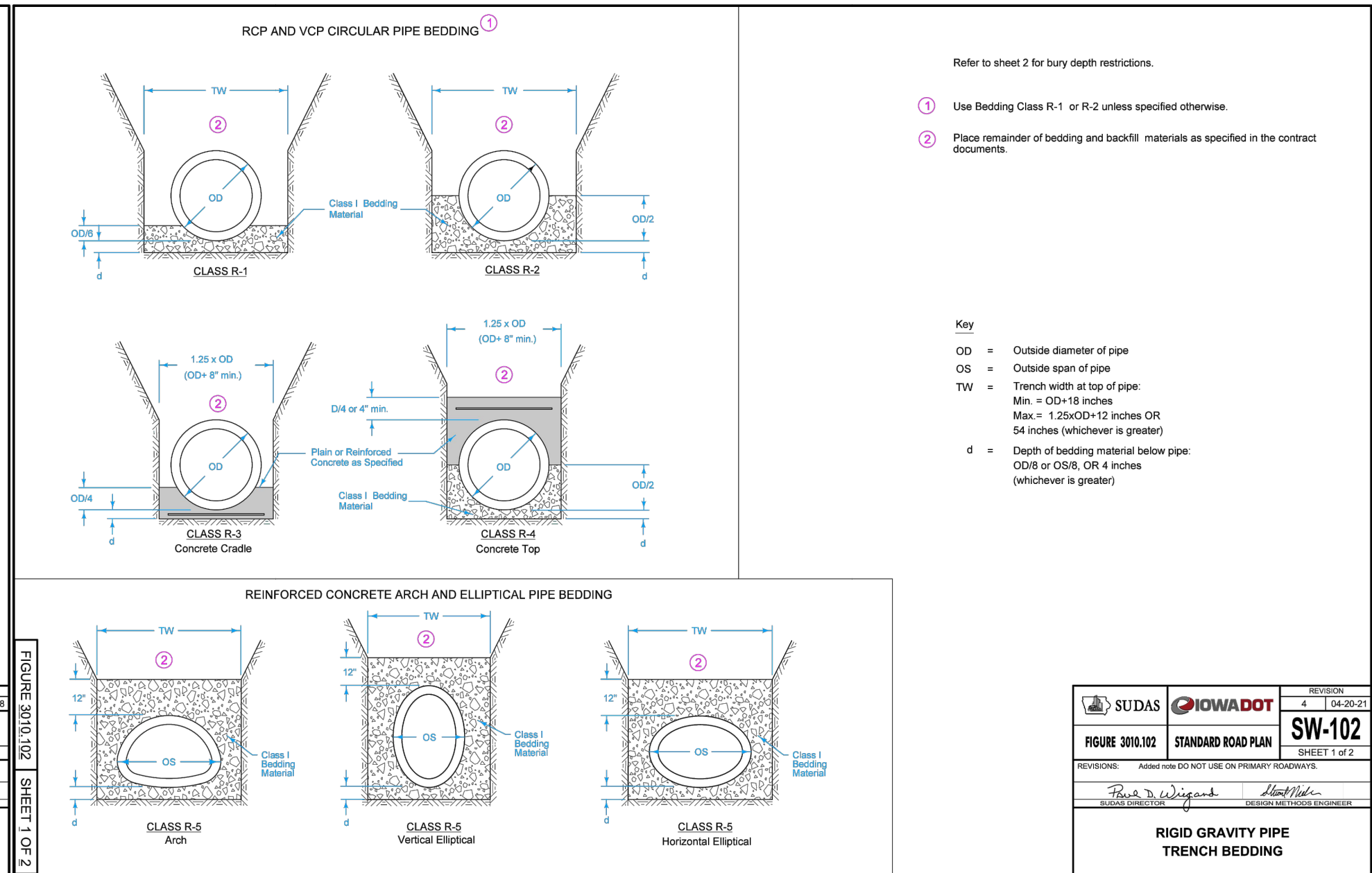
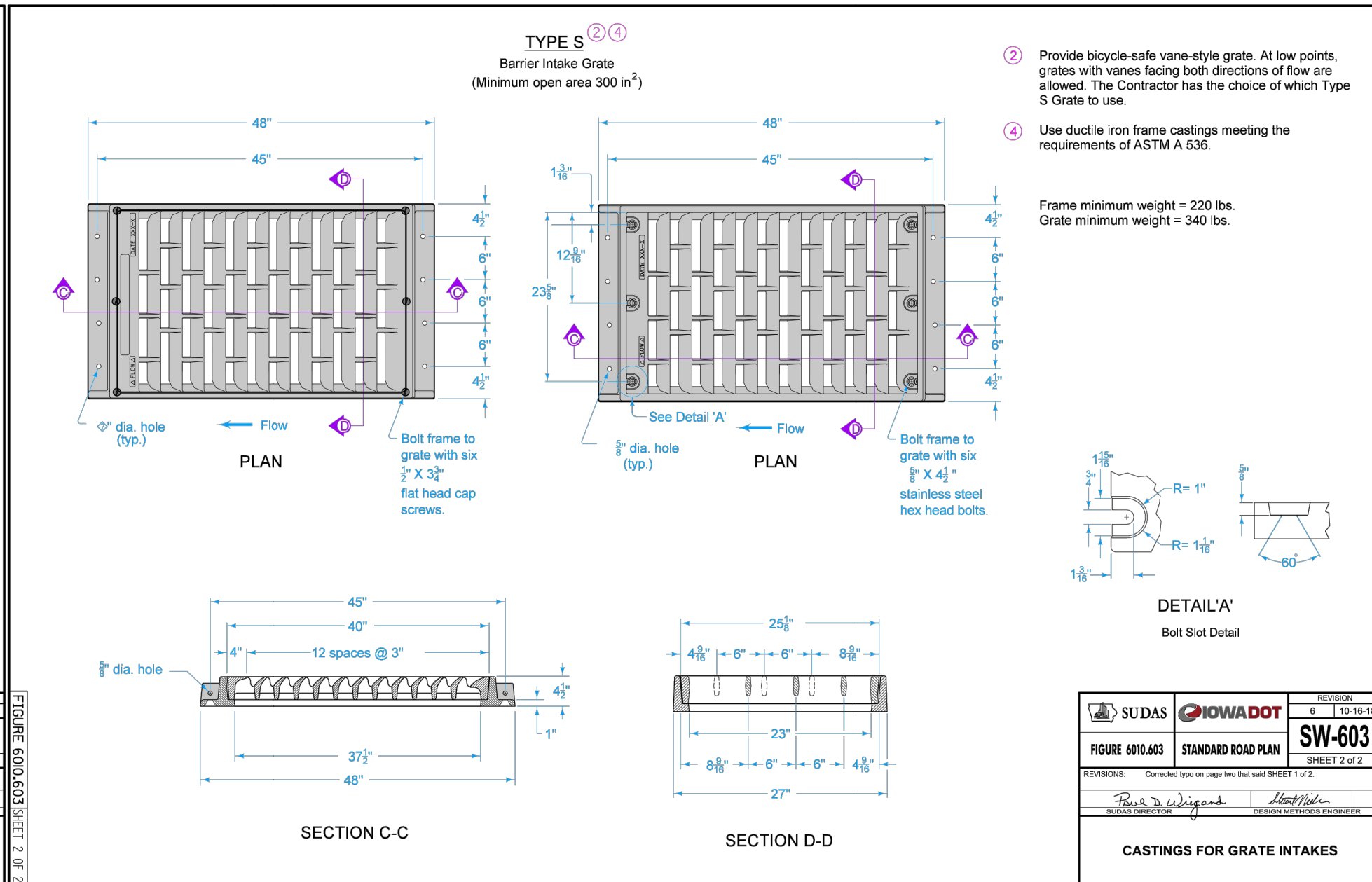
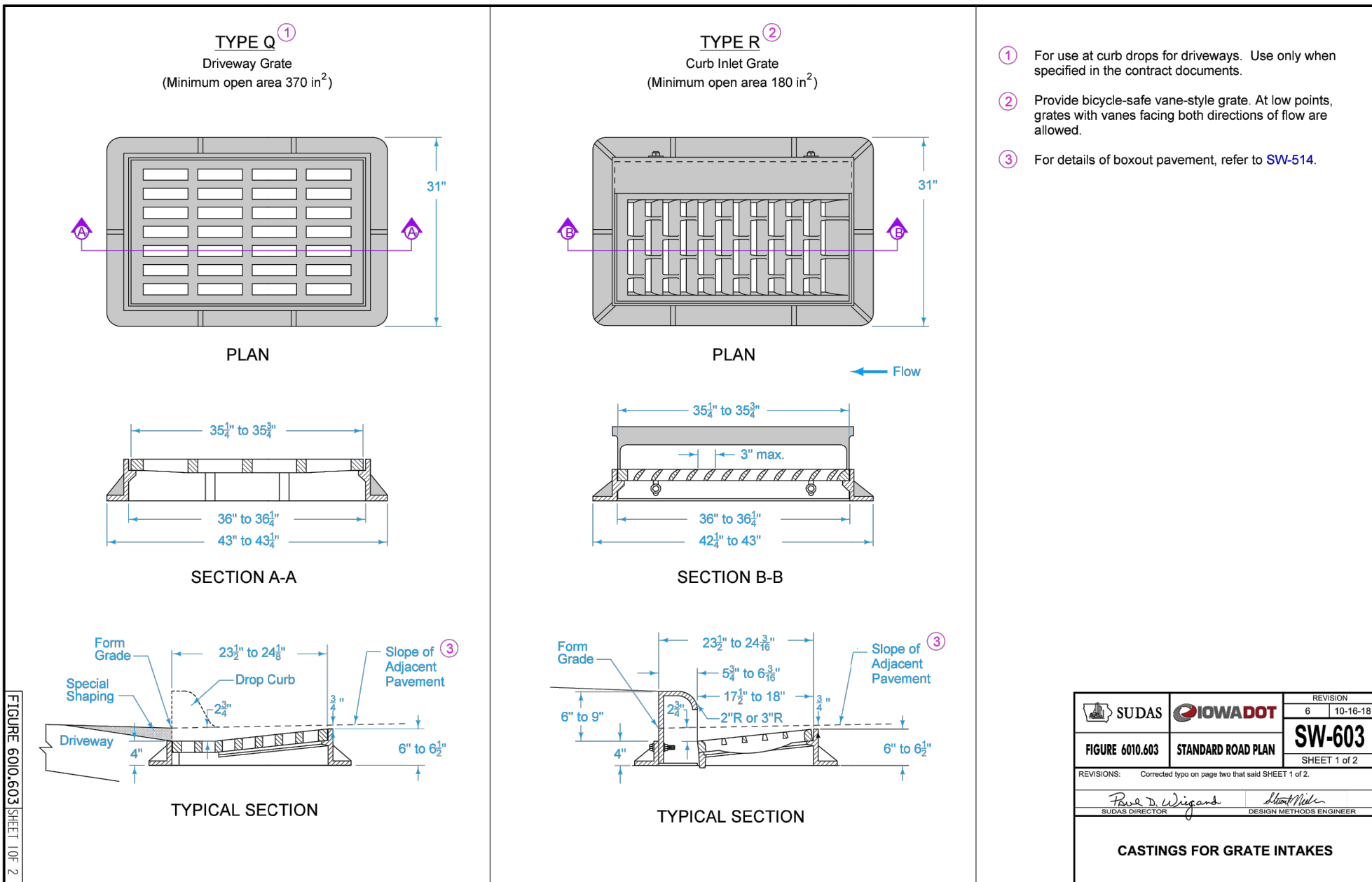
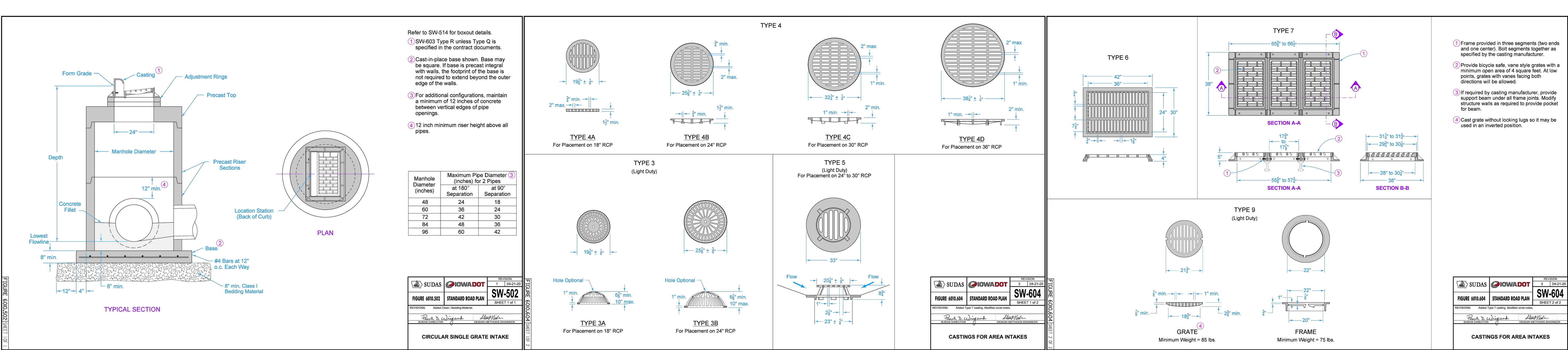
INTAKE SIZE - CASE 1	
Outlet Pipe Diameter, D1	Minimum Riser Diameter, D2
12"	18"
15"	24"
18"	24"
21"	30"
24"	30"
27"	36"

 SUDAS	 IOWA DOT	PREVISION 4 DA-2
FIGURE 6010.512	STANDARD ROAD PLAN	SW-51 SHEET 1 of 1
REVISIONS: Changed 1 to 1 on Bedding Material.		
 SUDAS DIRECTOR		 DESIGN METHOD/ENGINEER



Through Pipe Diameter, D1	Maximum Riser Diameter, D2
18"	18"
21"	18"
24"	24"
27"	24"
30"	30"
36" or more	36"

 SUDAS	 IOWA DOT	REVISION 4 04-
		SW-51 SHEET 2 of
FIGURE 600.512	STANDARD ROAD PLAN	
REVISIONS: Changed 1 to 1 on Bidding Material.		
<i>Paul D. Whigard</i> SUDAS DIRECTOR		<i>Mark Miller</i> DESIGN METHODS ENGINEER



CLASS III RCP

ALLOWABLE BURY DEPTH

CLASS IV RCP

CLASS V RCP

Pipe Diameter (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding	Class R-5 Bedding	Class R-6 Bedding
12	7'	10'	15'	18'	27'
15	8'	10'	15'	18'	27'
18	8'	11'	15'	18'	27'
21	8'	11'	15'	18'	27'
24	8'	12'	15'	18'	27'
27	10'	15'	20'	24'	40'
30	11'	15'	20'	24'	40'
33	11'	15'	20'	24'	40'
36	11'	15'	20'	24'	40'
42	15'	15'	20'	24'	40'
48	15'	15'	20'	24'	40'
54	15'	15'	20'	24'	40'
60	15'	15'	20'	24'	40'
66	15'	15'	20'	24'	40'
72	15'	15'	20'	24'	40'

As = Area of Steel Reinforcing

Pipe Diameter (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding	Class R-5 Bedding	Class R-6 Bedding
12	7'	10'	15'	18'	27'
15	12'	15'	20'	24'	40'
18	13'	15'	20'	24'	40'
21	13'	15'	20'	24'	40'
24	16'	23'	40'	40'	40'
27	19'	30'	40'	40'	40'
30	19'	28'	40'	40'	40'
33	19'	28'	40'	40'	40'
36	19'	28'	40'	40'	40'
42	18'	27'	40'	40'	40'
48	18'	26'	40'	40'	40'
54	18'	25'	40'	40'	40'
60	18'	25'	40'	40'	40'
66	18'	25'	40'	40'	40'
72	18'	24'	40'	40'	40'

As = Area of Steel Reinforcing

Pipe Diameter (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding	Class R-5 Bedding	Class R-6 Bedding
12	7'	10'	15'	18'	27'
15	16'	22'	35'	40'	40'
18	16'	20'	40'	40'	40'
21	16'	20'	40'	40'	40'
24	34'	40'	40'	40'	40'
27	40'	40'	40'	40'	40'
30	40'	40'	40'	40'	40'
33	40'	40'	40'	40'	40'
36	40'	40'	40'	40'	40'
42	37'	40'	40'	40'	40'
48	36'	40'	40'	40'	40'
54	35'	40'	40'	40'	40'
60	35'	40'	40'	40'	40'
66	31'	40'	40'	40'	40'
72	31'	40'	40'	40'	40'

As = Area of Steel Reinforcing

EXTRA STRENGTH VCP

CONCRETE ARCH PIPE

HORIZONTAL ELLIPTICAL RCP

VERTICAL ELLIPTICAL RCP

Pipe Size (in)	R-1	R-2	Bedding Class	R-3 & R-4	R-5	R-6
6	25'	30'	No Steel	30'	30'	30'
8	25'	30'	No Steel	30'	30'	30'
10	25'	30'	No Steel	30'	30'	30'
12	25'	30'	No Steel	30'	30'	30'
14	25'	30'	No Steel	30'	30'	30'
16	25'	30'	No Steel	30'	30'	30'
18	25'	30'	No Steel	30'	30'	30'
20	25'	30'	No Steel	30'	30'	30'
22	25'	30'	No Steel	30'	30'	30'
24	25'	30'	No Steel	30'	30'	30'
26	25'	30'	No Steel	30'	30'	30'
28	25'	30'	No Steel	30'	30'	30'
30	25'	30'	No Steel	30'	30'	30'
32	25'	30'	No Steel	30'	30'	30'
34	25'	30'	No Steel	30'	30'	30'
36	25'	30'	No Steel	30'	30'	30'
38	25'	30'	No Steel	30'	30'	30'
40	25'	30'	No Steel	30'	30'	30'
42	25'	30'	No Steel	30'	30'	30'
44	25'	30'	No Steel	30'	30'	30'
46	25'	30'	No Steel	30'	30'	30'
48	25'	30'	No Steel	30'	30'	30'
50	25'	30'	No Steel	30'	30'	30'
52	25'	30'	No Steel	30'	30'	30'
54	25'	30'	No Steel	30'	30'	30'
56	25'	30'	No Steel	30'	30'	30'
58	25'	30'	No Steel	30'	30'	30'
60	25'	30'	No Steel	30'	30'	30'
62	25'	30'	No Steel	30'	30'	30'
64	25'	30'	No Steel	30'	30'	30'
66	25'	30'	No Steel	30'	30'	30'
68	25'	30'	No Steel	30'	30'	30'
70	25'	30'	No Steel	30'	30'	30'
72	25'	30'	No Steel	30'	30'	30'
74	25'	30'	No Steel	30'	30'	30'
76	25'	30'	No Steel	30'	30'	30'
78	25'	30'	No Steel	30'	30'	30'
80	25'	30'	No Steel	30'	30'	30'
82	25'	30'	No Steel	30'	30'	30'
84	25'	30'	No Steel	30'	30'	30'
86	25'	30'	No Steel	30'	30'	30'
88	25'	30'	No Steel	30'	30'	30'
90	25'	30'	No Steel	30'	30'	30'
92	25'	30'	No Steel	30'	30'	30'
94	25'	30'	No Steel	30'	30'	30'
96	25'	30'	No Steel	30'	30'	30'
98	25'	30'	No Steel	30'	30'	30'
100	25'	30'	No Steel	30'	30'	30'

As = Area of Steel Reinforcing

Pipe Size (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding	Class R-5 Bedding	Class R-6 Bedding
14	25'	30'	30'	30'	30'
16	25'	30'	30'	30'	30'
18	25'	30'	30'	30'	30'
20	25'	30'	30'	30'	30'
22	25'	30'	30'	30'	30'
24	25'	30'	30'	30'	30'
26	25'	30'	30'	30'	30'
28	25'	30'	30'	30'	30'
30	25'	30'	30'	30'	30'
32	25'	30'	30'	30'	30'
34	25'	30'	30'	30'	30'
36	25'	30'	30'	30'	30'
38	25'	30'	30'	30'	30'
40	25'	30'	30'	30'	30'
42	25'	30'	30'	30'	30'
44	25'	30'	30'	30'	30'
46	25'	30'	30'	30'	30'
48	25'	30'	30'	30'	30'
50	25'	30'	30'	30'	30'
52	25'	30'	30'	30'	30'
54	25'	30'	30'	30'	30'
56	25'	30'	30'	30'	30'
58	25'	30'	30'	30'	30'
60	25'	30'	30'	30'	30'
62	25'	30'	30'	30'	30'
64	25'	30'	30'	30'	30'
66	25'	30'	30'	30'	30'
68	25'	30'	30'	30'	30'
70	25'	30'	30'	30'	30'
72	25'	30'	30'	30'	30'
74	25'	30'	30'	30'	30'
76	25'	30'	30'	30'	30'
78	25'	30'	30'	30'	30'
80	25'	30'	30'	30'	30'
82	25'	30'	30'	30'	30'
84	25'	30'	30'	30'	30'
86	25'	30'	30'	30'	30'
88	25'	30'	30'	30'	30'
90	25'	30'	30'	30'	30'
92	25'	30'	30'	30'	30'
94	25'	30'	30'	30'	30'
96	25'	30'	30'	30'	30'
98	25'	30'	30'	30'	30'
100	25'	30'	30'	30'	30'

Based on Class R-6 bedding

Pipe Size (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding	Class R-5 Bedding	Class R-6 Bedding
14	25'	30'	30'	30'	30'
16	25'	30'	30'	30'	30'
18	25'	30'	30'	30'	30'
20	25'	30'	30'	30'	30'
22	25'	30'	30'	30'	30'
24	25'	30'	30'	30'	30'
26	25'	30'	30'	30'	30'
28	25'	30'	30'	30'	30'
30	25'	30'	30'	30'	30'
32	25'	30'	30'	30'	30'
34	25'	30'	30'	30'	30'
36	25'	30'	30'	30'	30'
38	25'	30'	30'	30'	30'
40	25'	30'	30'	30'	30'
42	25'	30'	30'	30'	30'
44	25'	30'	30'	30'	30'
46	25'	30'	30'	30'	30'
48	25'	30'	30'	30'	30'
50	25'	30'	30'	30'	30'
52	25'	30'	30'	30'	30'
54	25'	30'	30'	30'	30'
56	25'	30'	30'	30'	30'
58	25'	30'	30'	30'	30'
60	25'	30'	30'	30'	30'
62	25'	30'	30'	30'	30'
64	25'	30'	30'	30'	30'
66	25'	30'	30'	30'	30'
68	25'	30'	30'	30'	30'
70	25'	30'	30'	30'	30'
72	25'	30'	30'	30'	30'
74	25'	30'	30'	30'	30'
76	25'	30'	30'	30'	30'
78	25'	30'	30'	30'	30'
80	25'	30'	30'	30'	30'
82	25'	30'	30'	30'	30'
84	25'	30'	30'	30'	30'
86	25'	30'	30'	30'	30'
88	25'	30'	30'	30'	30'
90	25'	30'	30'	30'	30'
92	25'	30'	30'	30'	30'
94	25'	30'	30'	30'	30'
96	25'	30'	30'	30'	30'
98	25'	30'	30'	30'	30'
100	25'	30'	30'	30'	30'

Based on Class R-6 bedding

FIGURE 10A.102

STANDARD ROADWAY

SW-102

REVISIONS

ADDITION OF NOT USE ON PLAIN

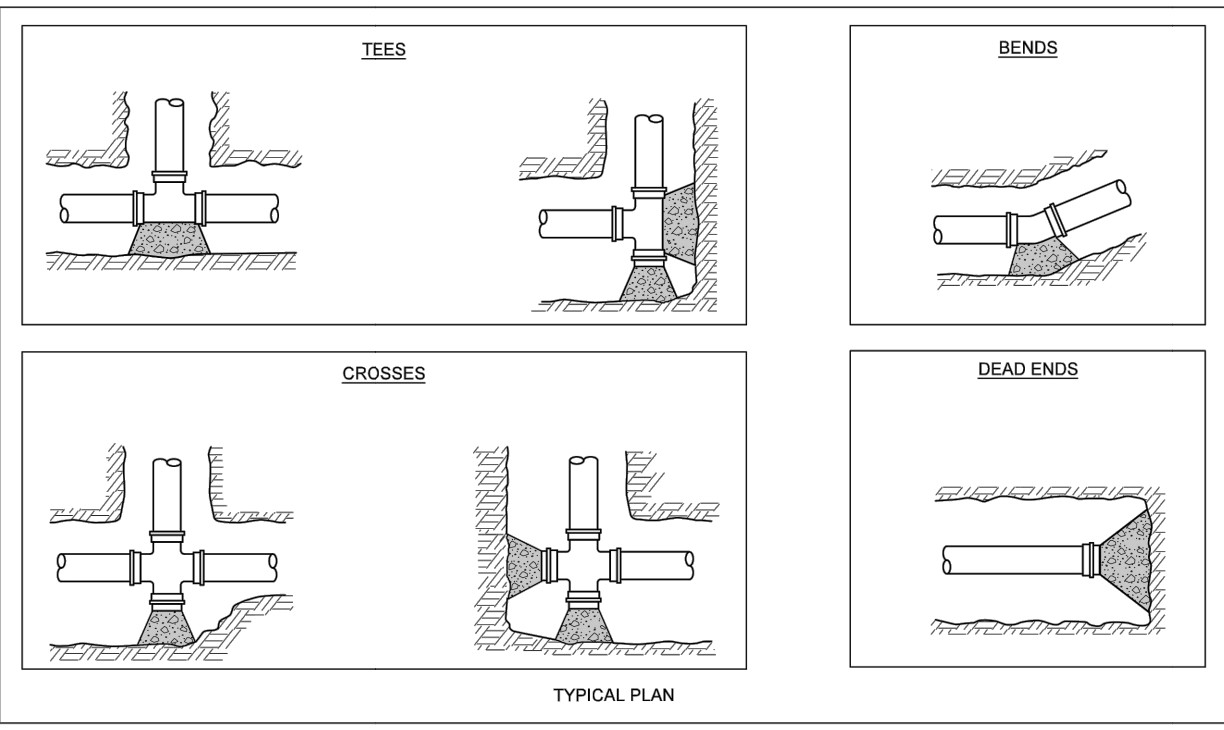
REVISIONS

REVISIONS

REVISIONS

REVISIONS

RIGID GRAVITY PIPE
TRENCH BEDDING



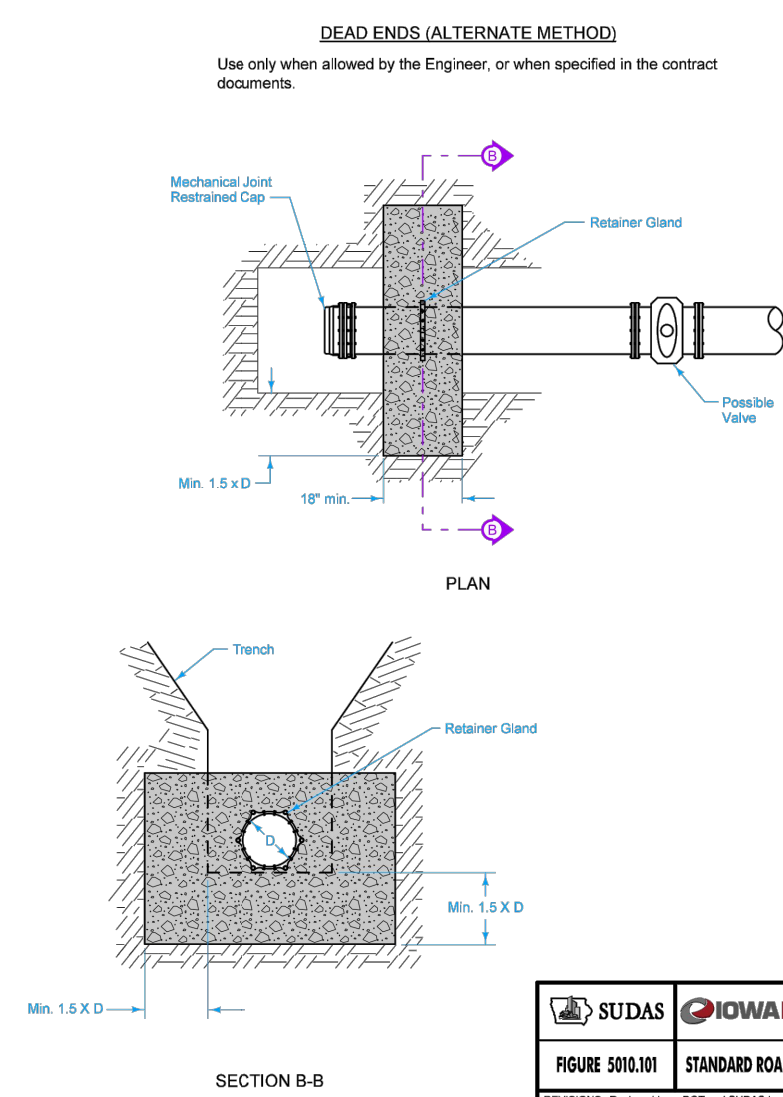
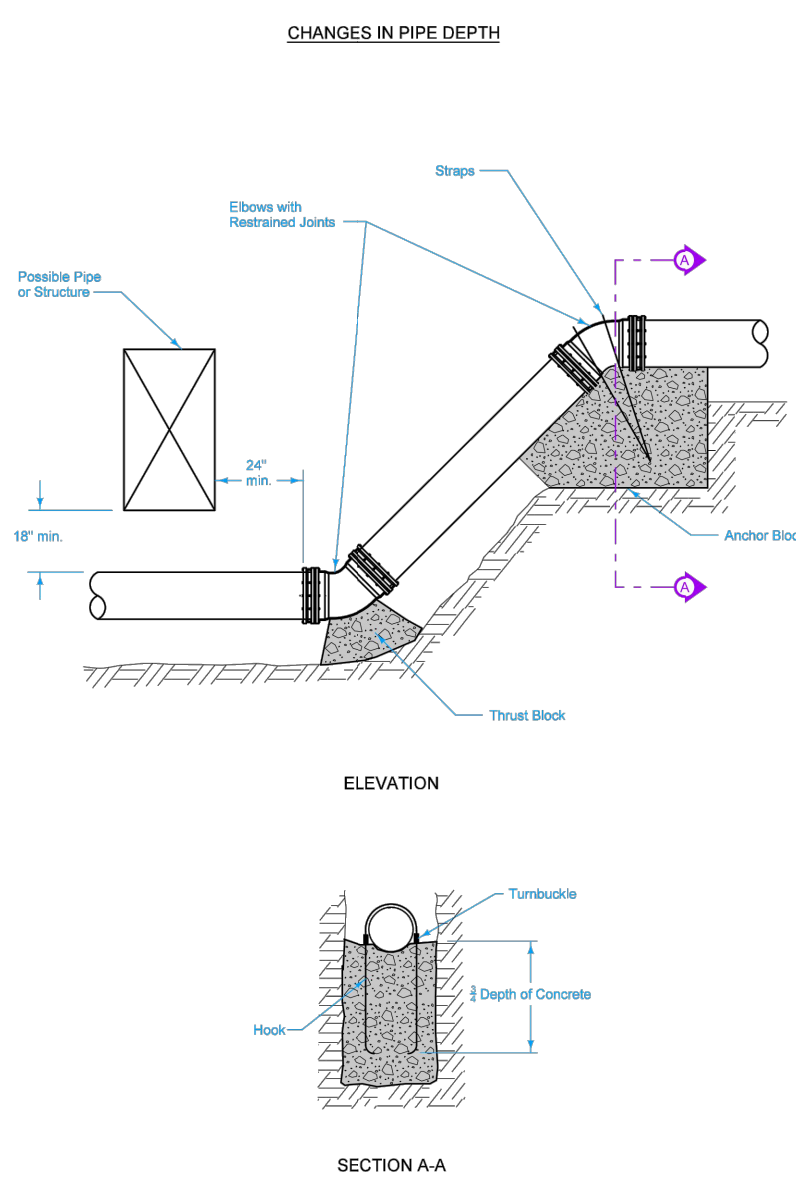
Diameter of Pipe, D (inches)	MINIMUM BEARING SURFACE (sqft)					Tees and Dead Ends
	Bends					
	11½°	22½°	45°	90°		
4	1	1	2	4	3	
6	1	2	4	8	6	
8	2	4	7	14	10	
10	3	6	11	21	15	
12	4	8	16	29	21	
14	5	11	21	39	28	
16	7	14	27	50	36	
18	9	17	34	63	45	
20	11	21	42	78	55	
24	15	31	60	111	78	
30	24	47	87	171	120	
36	34	67	132	244	173	

Minimum surface area based on water pressure of 150 psi and allowable soil pressure of 1,000 pcf.

Diameter of Pipe, D (inches)	MINIMUM BEARING SURFACE (sqft)					Tees and Dead Ends
	Bends					
	11½°	22½°	45°	90°		
4	1	1	2	4	3	
6	1	2	4	8	6	
8	2	4	7	14	10	
10	3	6	11	21	15	
12	4	8	16	29	21	
14	5	11	21	39	28	
16	7	14	27	50	36	
18	9	17	34	63	45	
20	11	21	42	78	55	
24	15	31	60	111	78	
30	24	47	87	171	120	
36	34	67	132	244	173	

Minimum surface area based on water pressure of 150 psi and allowable soil pressure of 1,000 pcf.

 SUDAS	 IOWA DOT	REVISION 1 10-16-16	
		WM-101 SHEET 1 of 2	
FIGURE 5010.101 STANDARD ROAD PLAN			
(REVISIONS: Replaced Iowa DOT and SUDAS logos with new logos)			
<i>Paul D. Wiegand</i> PROJECT DESIGNER		<i>Christian Smith</i> CHIEF OF PROJECT DESIGNER	
THRUST BLOCKS			



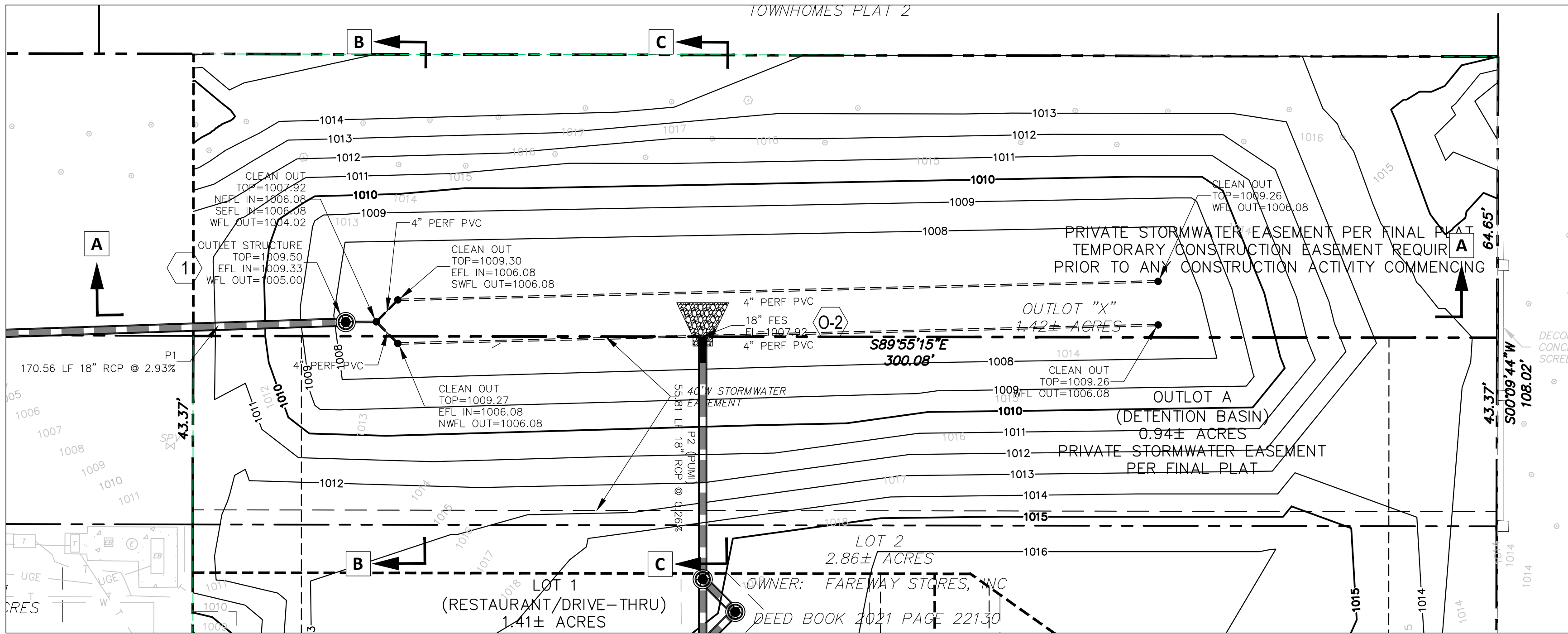
 SUDAS	 IOWA DOT	REVISION 1 10-15-16
FIGURE 5010.301	STANDARD ROAD PLAN	WM-101 SHEET 2 of 2
REVISIONS: Replaced Iowa DOT and SUDAS logos with new logos.		
 PAUL D. WIELAND, P.E. REGISTERED PROFESSIONAL ENGINEER		
 BRIAN SMITH, P.E. REGISTERED PROFESSIONAL ENGINEER		
THRUST BLOCKS		

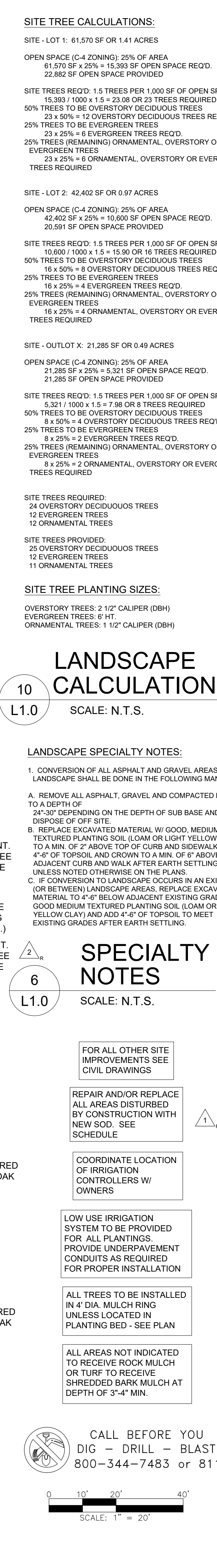
No.	Description	Date
1	STARBUCKS 2ND REVIEW	04/10/24
2	DEVELOPMENT REVIEW	04/17/24
3	DEVELOPMENT REVIEW RE-SUBMITTAL	07/19/24
4	DEVELOPMENT REVIEW RESPONSE	08/20/24
5	DEVELOPMENT REVIEW RE-SUBMITTAL	09/16/24
6	DEVELOPMENT REVIEW RE-SUBMITTAL	10/10/24

DETAILS - WATER

COUNTRY CLUB GLEN PLAT 13
PRELIMINARY PLAT AND SITE PLAN
NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325







LOW USE IRRIGATION NOTES AND SPEC'S.

9
L1.0 SCALE: N.T.S.

PERENNIAL PLANTING PLANT PERENNIALS AT THE SAME LEVEL THEY WERE GROWN IN THE NURSERY

2" - 3" ORGANIC MULCH AS REQUIRED

PROVIDE 4" DEEP x 6" - 8" WIDE MULCH MULCH ROCKET/SPADE EDGE

FINISHED GRADE

4" TOPSOIL FOR ALL SEEDED/SODDED AREAS (MINIMUM)

PLANTING SOIL MIXTURE AS SPECIFIED

SHADE SLACK INDICATED

SHADE SLACK INDICATED

7
L1.0 SCALE: N.T.S.

LANDSCAPE MAINTENANCE NOTES:

PRUNE EXISTING SHRUBS TO REMOVE DEAD, DAMAGED AND DISEASED WOOD AND RESHAPE TO NATURAL HABIT. REMOVE ALL SUCKER GROWTH AT GROUND LEVEL.

CHECK ALL PLANTINGS FOR DISEASE OR INSECT PROBLEMS. APPLY APPROPRIATE CONTROL WHERE NECESSARY FOLLOWING ALL APPLICATION DIRECTIONS AND PRECAUTIONS.

REPLACE ALL PLANT MATERIALS WHICH APPEAR TO BE SICKLY, DAMAGED OR MISSHAPEN IN FORM.

FERTILIZE ALL BEDS WITH A 1:2:1 RATIO (ANALYSIS 5:10:5) AT A RATE OF 10-15 POUNDS PER 1000 SQUARE FEET. FERTILIZE ALL ESTABLISHED TURF AREAS AS WELL. DO NOT FERTILIZE NEWLY SEEDED TURF AREAS EXCEPT WITH A QUALITY STARTER FERTILIZER.

PATCH AND REPAIR ALL TURF AREAS WHERE REQUIRED WITH MATCHING SEED AND A STARTER FERTILIZER. APPLY BROADLEAF-WEED HERBICIDE TO ESTABLISHED TURF AREAS ONLY. FOLLOW HERBICIDE APPLICATION DIRECTIONS. DO NOT ALLOW HERBICIDE TO DRIFT ONTO SHRUB BEDS OR NEIGHBORING PLANTINGS. IF TURF DISEASES ARE PRESENT, APPLY FUNGICIDE. AERATE ALL TURF AREAS. REMOVE THATCH FROM ALL BERMUDA AND ZOYSIA AREAS.

PLANTING SPECIFICATIONS AND GENERAL NOTES:

1. PLANTING BED PREPARATION: ALL MASS PLANTING BEDS SHALL BE TILLED TO A MINIMUM DEPTH OF 10". AMENDMENTS (LEAF-MOLD OR SPAGNUM PEAT MOSS) SHALL BE APPLIED DURING CULTIVATION. ALL BEDS ARE TO BE GRADED SMOOTH BEFORE PLANTING. PLANT GROUNDCOVER TO WITHIN 12" OF TREES OR SHRUBS. REMOVE ALL STONES LARGER THAN 2". ALL STICKS, ROCKS, RUBBISH AND ANY OTHER EXTRANEOUS MATERIALS.
2. BACKFILL SOIL: USE SOIL EXCAVATED FROM PLANTING HOLES AND PROVIDE AMENDMENTS (1 PART LEAF-MOLD OR SPAGNUM PEAT MOSS AND 3 PARTS EXCAVATED SOIL). ALL NEW TOPSOIL USED SHALL BE FREE OF WEEDS AND OTHER FOREIGN VEGETATION, AS WELL AS STONES LARGER THAN 2". ALL STICKS, ROCKS, RUBBISH AND ANY OTHER EXTRANEOUS MATERIALS.
3. FERTILIZATION: ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL OR OTHER SPECIFIED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS. UNLESS NOTED OTHERWISE.
4. MULCH MATERIAL: DOUBLE SHREDDED HARDWOOD BARK MULCH. MASS MULCH ALL PLANTING BEDS TO 3"-4" DEPTH.
5. FERTILIZER: JUMP-SHOT ROCK STIMULATOR AS MANUFACTURED BY GORDON OR APPROVED EQUIV. SHALL BE APPLIED TO THE ROCK STIMULATOR OF EACH PLANT DURING INSTALLATION.
6. ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN, AND SHRUB WILL BE REQUIRED, EXCEPT FOR LOSSES CAUSED BY CONTRACTOR'S ERRORS.
7. LANDSCAPE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIALS THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE WITH ALL REPLACEMENTS TO BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.
8. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. WARRANTY FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED. LANDSCAPE CONTRACTOR SHALL PROVIDE A WRITTEN REQUEST FOR THE OWNER'S ACCEPTANCE INSPECTION. REMOVE AND REPLACE DEAD PLANT MATERIAL (25% + DEAD) IMMEDIATELY UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON. A LIMIT OF ONE REPLACEMENT OF EACH TREE.
10. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF SITE AT THE COMPLETION OF LANDSCAPING EACH DAY. AT ALL TIMES SHALL THE SIDEWALKS BE MAINTAINED CLEAN AND FREE OF DEBRIS. REMOVE SURPLUS SOIL AND WASTE MATERIAL, TRASH AND DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF SAME IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
11. ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. PLANT MATERIALS ARE TO BE PLANTED IN THE SAME RELATIONSHIP TO GRADE AS WAS GROWN IN NURSERY CONDITIONS. IF WET, CLAY SOILS OR POOR DRAINING SOILS ARE EVIDENT, PLANT DEEPER. REMOVE ALL TWINE, WIRE AND BURLAP FROM TOP 10" OF ROOT BALL AND FROM FLOWER TRUNKS.
12. ALL MULCH RINGS AND SHRUB BEDS IN LAWN AREAS SHALL BE EDGED WITH A MANICURED EDGE AS INDICATED.
13. MULCHING AND WATERING OF ALL PLANTS & TREES SHALL BE IMMEDIATELY OR WITHIN 16 HOURS AFTER INSTALLATION.

SPECIFICATIONS AND NOTES

2
L1.0 SCALE: N.T.S.

1. TREE IN A ROOT BALL

DO NOT REMOVE LEADER
 LODGE POLE STAKE, GALVANIZED STEEL WIRE, AND BLACK RUBBER HOSE AS SPECIFIED
 PLANT TREES AT SAME GROUND LEVEL THEY WERE GROWN IN THE NURSERY
 3"-4" ORGANIC MULCH AS SPECIFIED
 REMOVE TOP 1/3 OF BURLAP, TWINE, ROPE AND BASKET FROM ROOTBALL
 FINISHED GRADE
 BACKFILL WITH SOIL FROM PLANT PIT (REMOVE ALL DEBRIS, SEE NOTE)
 SCARIFY SIDES OF PLANTING HOLE
 BREAK 6" SUB-SOIL AS NECESSARY

2. TREE IN A PLANTING PIT

1'-2" x 8" TWP.
 3" x BALL DIAMETER
 1'-2" x 8" TWP.
 3" x BALL DIAMETER

3. TREE IN A PLANTING PIT WITH MULCH

PRUNE BRANCHES IF BROKEN OR DAMAGED
 LODGE POLE STAKE, GALVANIZED STEEL WIRE, & BLACK RUBBER HOSE AS SPECIFIED
 PLANT TREES AT SAME GROUND LEVEL THEY WERE GROWN IN THE NURSERY (GRAFT LOCATED HERE FOR ROOTSTOCK)
 3"-4" ORGANIC MULCH AS SPECIFIED
 REMOVE TOP 1/3 OF BURLAP, TWINE, ROPE AND BASKET FROM ROOTBALL
 FINISHED GRADE
 BACKFILL WITH SOIL FROM PLANT PIT (REMOVE ALL DEBRIS, SEE NOTE)
 SCARIFY SIDES OF PLANTING HOLE
 BREAK 6" SUB-SOIL AS NECESSARY

4. EDGING

FINISH GRADE FOR LAWN
 EXISTING SOIL
 BLACK PLASTIC EDGING-TOP OF EDGING TO BE FLUSH WITH TOP OF LAWN
 SPECIFIED MULCH OVER WEED FABRIC
 EXISTING SOIL

5. TREE IN A PLANTING PIT WITH MULCH

1'-2" x 8" TWP.
 3" x BALL DIAMETER
 1'-2" x 8" TWP.
 3" x BALL DIAMETER

6. TREE IN A PLANTING PIT WITH MULCH

1'-2" x 8" TWP.
 3" x BALL DIAMETER
 1'-2" x 8" TWP.
 3" x BALL DIAMETER

7. TREE IN A PLANTING PIT WITH MULCH

1'-2" x 8" TWP.
 3" x BALL DIAMETER
 1'-2" x 8" TWP.
 3" x BALL DIAMETER

GENERAL NOTES:

- IF ROOTBALL IS WRAPPED IN NON-BIODEGRADABLE BURLAP, REMOVE ENTIRE WRAP AFTER PLACED IN PIT.
- WHEN BACKFILLING PLANT PIT, PLACE PLANTING SOIL IN TWO LIFTS. AFTER FIRST LIFT, PUDDLE SOIL IN WITH WATER TO REMOVE ALL AIR POCKETS. PLACE SECOND LIFT AND REPEAT. CONTINUE TO PUDDLE AND FILL AS NECESSARY.
- PROVIDE TREE STAKES AT INITIAL INSTALLATION. REMOVE STAKES AND WIRES AFTER ONE (1) YEAR OF GROWTH.

GENERAL NOTES:

USE WHEREVER MULCHED PLANTINGS TRANSITION TO TURF AREAS, INCLUDING ALL TREE MULCH RINGS, SHRUB BEDS, MASS PLANTING BEDS, ETC...

GENERAL NOTES:

- PRUNE ROOTS IF BALL IS ROOTBOUND.
- REMOVE ALL CONTAINERS AND NON-BIODEGRADABLE BURLAP.
- WHEN BACKFILLING PLANT PIT, PLACE PLANTING SOIL IN TWO LIFTS. AFTER FIRST LIFT, PUDDLE SOIL IN WITH WATER TO REMOVE ALL AIR POCKETS. PLACE SECOND LIFT AND REPEAT. CONTINUE TO PUDDLE AND FILL AS NECESSARY.

GENERAL NOTES:

- PRUNE ROOTS IF BALL IS ROOTBOUND.
- REMOVE ALL CONTAINERS AND NON-BIODEGRADABLE BURLAP.
- WHEN BACKFILLING PLANT PIT, PLACE PLANTING SOIL IN TWO LIFTS. AFTER FIRST LIFT, PUDDLE SOIL IN WITH WATER TO REMOVE ALL AIR POCKETS. PLACE SECOND LIFT AND REPEAT. CONTINUE TO PUDDLE AND FILL AS NECESSARY.

GENERAL NOTES:

- PRUNE ROOTS IF BALL IS ROOTBOUND.
- REMOVE ALL CONTAINERS AND NON-BIODEGRADABLE BURLAP.
- WHEN BACKFILLING PLANT PIT, PLACE PLANTING SOIL IN TWO LIFTS. AFTER FIRST LIFT, PUDDLE SOIL IN WITH WATER TO REMOVE ALL AIR POCKETS. PLACE SECOND LIFT AND REPEAT. CONTINUE TO PUDDLE AND FILL AS NECESSARY.

GENERAL NOTES:

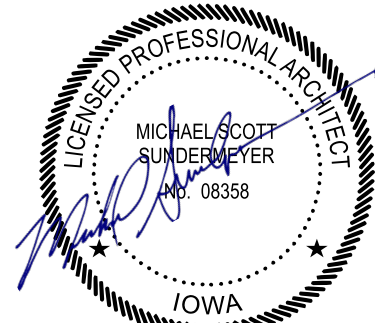
- PRUNE ROOTS IF BALL IS ROOTBOUND.
- REMOVE ALL CONTAINERS AND NON-BIODEGRADABLE BURLAP.
- WHEN BACKFILLING PLANT PIT, PLACE PLANTING SOIL IN TWO LIFTS. AFTER FIRST LIFT, PUDDLE SOIL IN WITH WATER TO REMOVE ALL AIR POCKETS. PLACE SECOND LIFT AND REPEAT. CONTINUE TO PUDDLE AND FILL AS NECESSARY.

GENERAL NOTES:

- PRUNE ROOTS IF BALL IS ROOTBOUND.
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CONSTR. DOC. & REVISIONS	
Description	Date
DEVELOPMENT REVIEW RESPONSE	08/20/24
DEVELOPMENT REVIEW RESUBMITTAL	10/01/24
DEVELOPMENT REVIEW RESUBMITTAL	10/07/24
No.	
1	
2	
3	

CASCO DIVERSIFIED CORPORATION
ARCHITECTURAL
LICENSE #: 04365



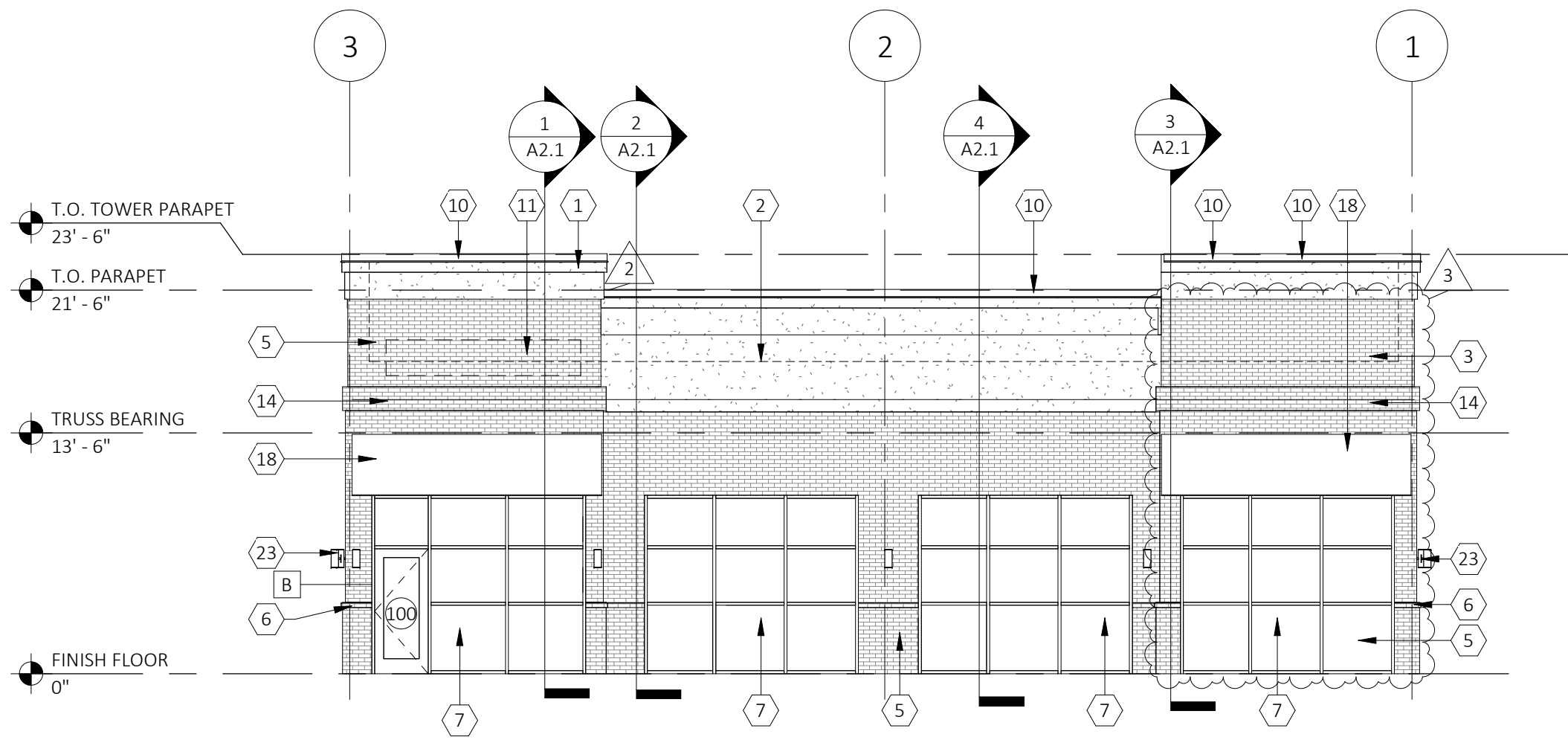
Professional of Record:
MICHAEL SCOTT
SUNDERMEYER
LICENSE #: ARC08358
EXP. DATE: 06/30/25

Drawn/Checked DAA /MSD
Project Number 2403976
Preliminary Plans 2/28/24
Pre-App 3/xx/24
Development Review 7/18/24

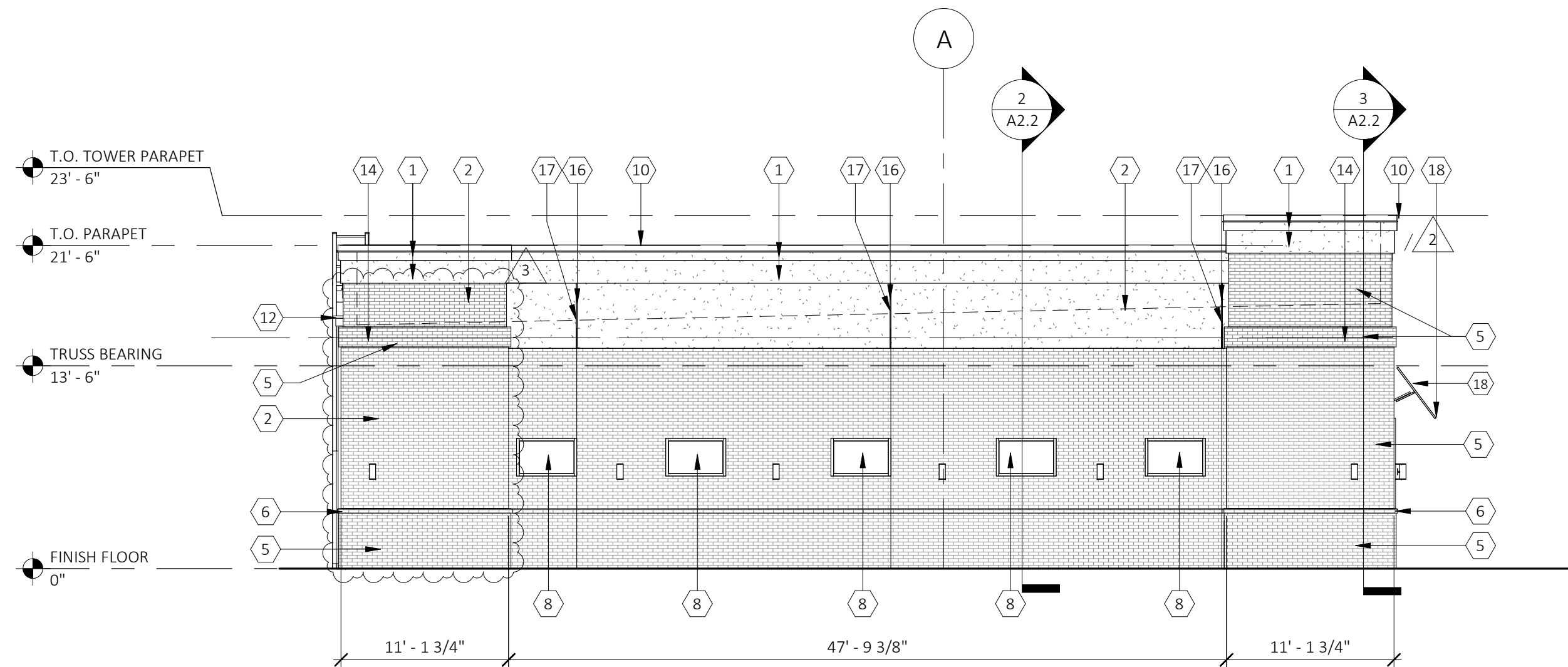
EXTERIOR
ELEVATIONS

A1.1

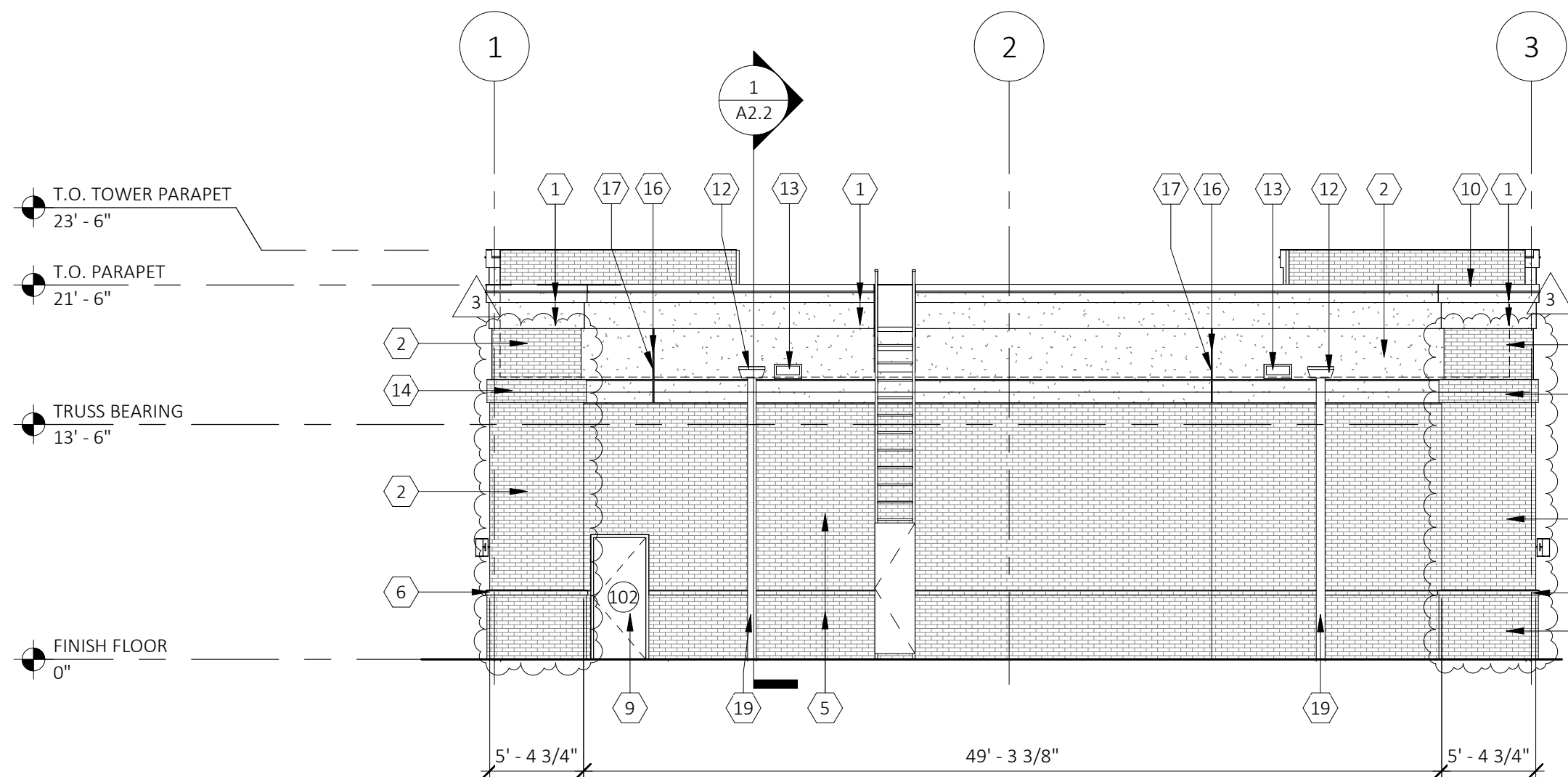
ELEVATION KEYED NOTES	
1	EIFS CORNICE, REFER TO WALL SECTION FOR ADDITIONAL INFORMATION. COLOR: SW7566 "WESTHIGHLAND WHITE" OR EQUAL. VERIFY COLOR WITH OWNER PRIOR TO PURCHASE AND INSTALLATION
2	EIFS, REFER TO WALL SECTION FOR ADDITIONAL INFORMATION. COLOR: SW9087 "SMOKEY BEIGE" OR EQUAL. VERIFY COLOR WITH OWNER PRIOR TO PURCHASE AND INSTALLATION.
3	EIFS, REFER TO WALL SECTION FOR ADDITIONAL INFORMATION. COLOR: SW9089 "LLAMA WOOL" OR EQUAL. VERIFY COLOR WITH OWNER PRIOR TO PURCHASE AND INSTALLATION.
5	BRICK VENEER. REFER TO WALL SECTION FOR ADDITIONAL INFORMATION. MANUF.: ACME, COLOR: SADDLEBROOK, STYLE: DTP707.
6	CAST STONE CAP, COLOR TO MATCH EIFS CORNICE.
7	CLEAR ANODIZED ALUMINUM STOREFRONT, REFER TO 2/A3.0 FOR DETAILS. VERIFY COLOR WITH OWNER PRIOR TO PURCHASE AND INSTALLATION.
8	CLEAR ANODIZED ALUMINUM FRAME WINDOW, REFER TO 2/A3.0 FOR DETAILS. VERIFY COLOR WITH OWNER PRIOR TO PURCHASE AND INSTALLATION.
9	METAL DOOR AND FRAME PAINTED, REFER TO DOOR SCHEDULE ON A3.0 FOR ADDITIONAL INFORMATION. COLOR TO MATCH ADJACENT EIFS.
10	PREFINISHED METAL CAP FLASHING, COLOR TO MATCH ADJACENT EIFS.
11	APPROXIMATE LOCATION OF FUTURE SIGNAGE. UNDER SEPARATE PERMIT.
12	6" H. X 16" W. PRIMARY SCUPPER OPENING WITH SCUPPER AND 6" SQUARE DOWNSPOUT, SEE DETAIL 7/A2.3. COLOR TO MATCH ADJACENT WALL.
13	6" H. X 16" W. OVERFLOW SCUPPER OPENING, SEE DETAIL 9/A2.3. COLOR TO MATCH ADJACENT WALL.
14	BRICK VENEER DOUBLE SOLDIER COURSE. COLOR TO MATCH BRICK VENEER BASE. REFER TO WALL SECTIONS FOR ADDITIONAL INFORMATION.
16	1" EIFS VERTICAL REVEAL. REFER TO 1/A2.4 FOR DETAIL.
17	EIFS CONTROL JOINTS AT 24'-0" O.C. MAXIMUM. REFER TO 1/A2.4 FOR DETAIL.
18	APPROXIMATE LOCATION OF AWNING. CENTER AWNING ABOVE EACH WINDOW OR DOOR. COLOR TO BE SW7050 "USEFUL GRAY"
19	PRE-FINISHED METAL DOWNSPOUT AND COLLECTOR HEAD. COLOR TO MATCH ADJACENT BRICK. REFER TO 7/A2.2.
20	ROOF ACCESS LADDER WITH LOCKABLE SECURITY GATE. COLOR TO MATCH ADJACENT BRICK.
21	HOUSE POWER PANEL FOR SITE LIGHTING. SEE ELECTRICAL DRAWINGS.
22	GAS METERS AND PIPING, REFER TO MECHANICAL DRAWINGS FOR INFORMATION.
23	WALL SCONCE LIGHT FIXTURE. REFER TO ELECTRICAL DRAWINGS.



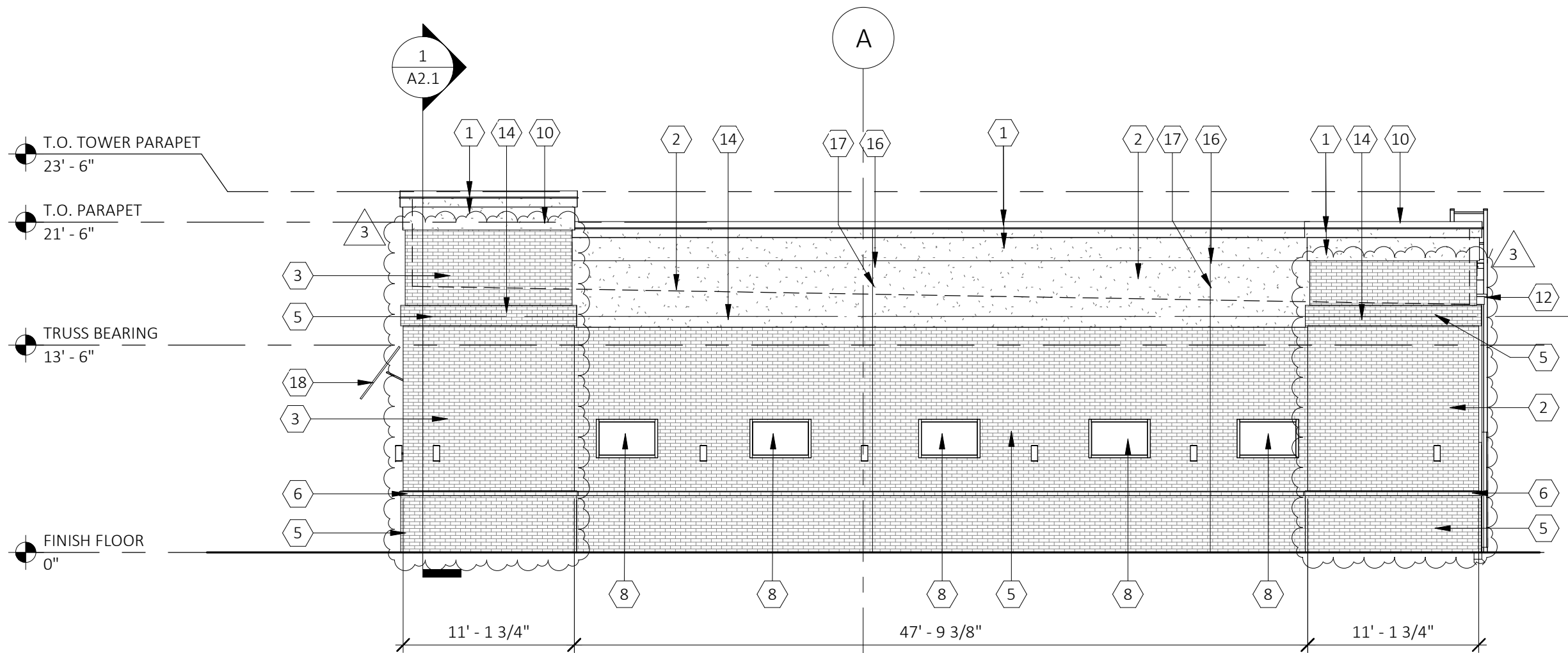
1
A1.1
SCALE: 1/8" = 1'-0"
2
EXTERIOR FINISH SF/PERCENTAGE BREAKDOWN:
TOTAL SF: 843.76 SF
EIFS: 257.65 SF = 31%
BRICK: 586.40 SF = 69%
3



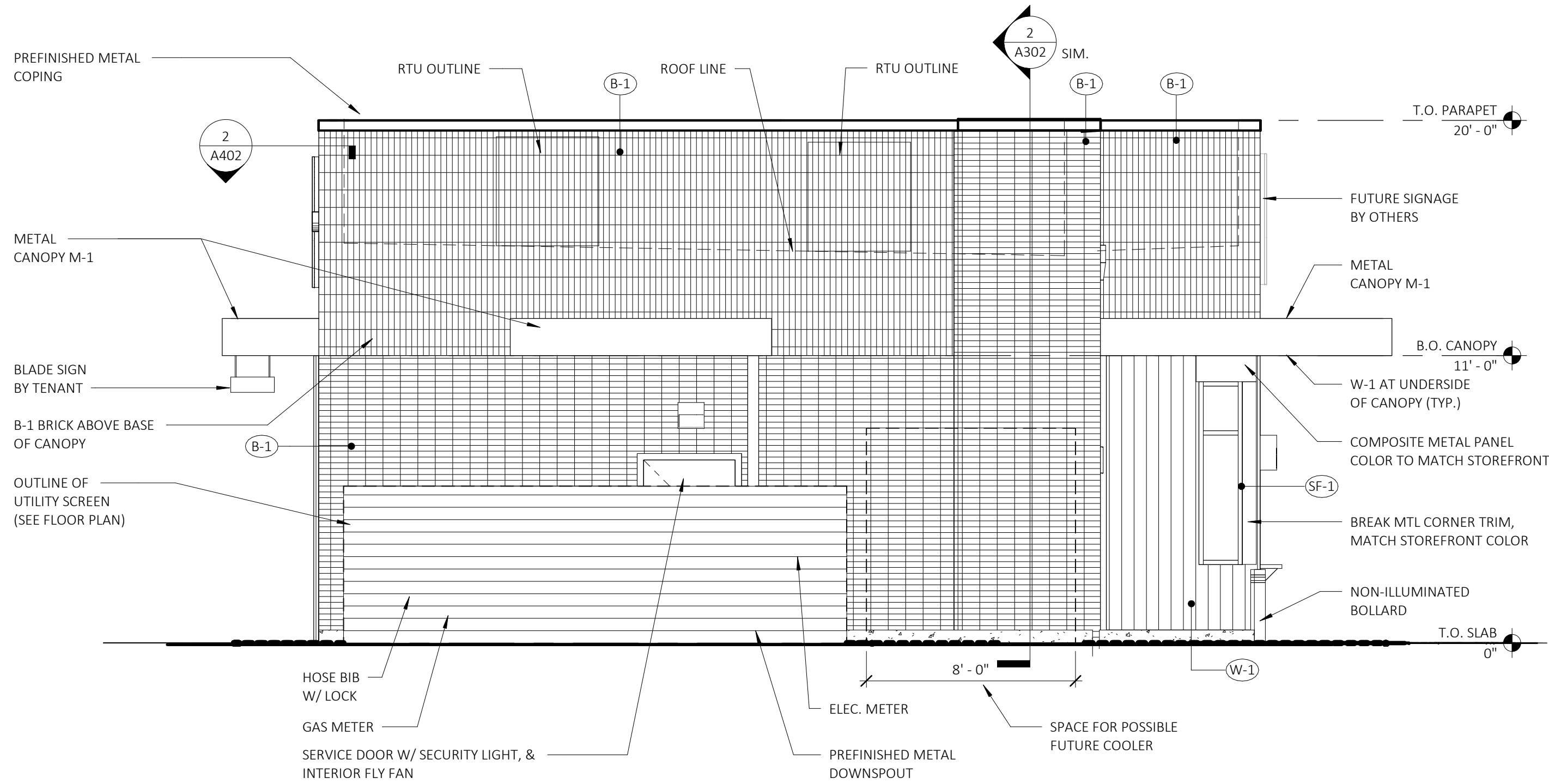
3
A1.1
SCALE: 1/8" = 1'-0"
2
EXTERIOR FINISH SF/PERCENTAGE BREAKDOWN:
TOTAL SF: 1448.55 SF
EIFS: 503.38 SF = 26%
BRICK: 945.17 SF = 74%
3



2
A1.1
SCALE: 1/8" = 1'-0"
2
EXTERIOR FINISH SF/PERCENTAGE BREAKDOWN:
TOTAL SF: 1265.30 SF
DOOR: 23.89 SF = 1%
EIFS: 338.21 SF = 27%
BRICK: 904.67 SF = 72%
3



4
A1.1
SCALE: 1/8" = 1'-0"
2
EXTERIOR FINISH SF/PERCENTAGE BREAKDOWN:
TOTAL SF: 1448.55 SF
EIFS: 503.38 SF = 26%
BRICK: 945.17 SF = 74%
3



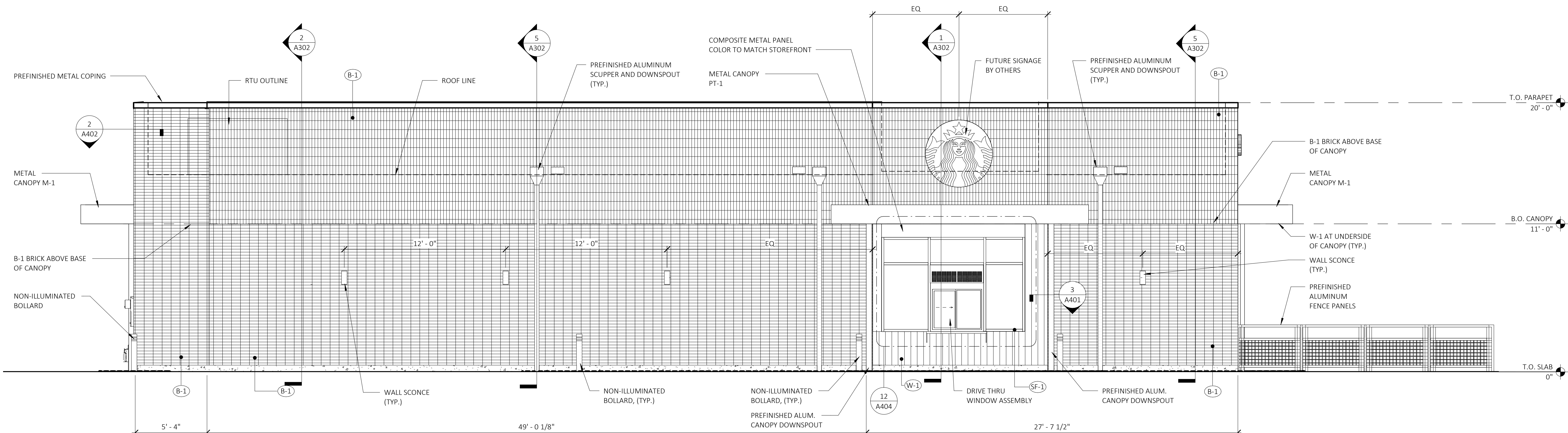
2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE				
MARK	DESCRIPTION	MANUFACTURER	COLOR-	REMARKS
B-1	BRICK VENEER	ACME BRICK	DTP707 SADDLEBROOK MOD 569723	STACK BOND FROM BASE TO BOTTOM OF CANOPY. SOLDIER COURSING FROM BASE OF CANOPY TO TOP OF WALL
M-1	BREAK METAL TRIM	LOCALLY SOURCED	COLOR TO MATCH STOREFRONT FRAMING - STATUARY BRONZE	METAL CANOPY TRIM
PFM-1	METAL COPING	LOCALLY SOURCED	SW 9087 SMOKEY BEIGE	PRE-FINISHED
SF-1	STOREFRONT	KAWNEER	STATUARY BRONZE	ANODIZED
UTILITY SCREEN	ALUM. FENCE PANELS	NORTHWOOD 716-808-0380	BRAZIL IPE	WPC LOUVER
W-1	WOOD CLADDING	NEW TECH 832-810-3970	BRAZILIAN IPE BELGIAN BOARD UH58	BELGIAN BOARD - FACADE & UNDERSIDE OF CANOPY.

EXTERIOR FINISH SF/PERCENTAGE BREAKDOWN:

NORTH ELEVATION:
• TOTAL SF = 621.26SF
• B-1 = 601.45 SF = 95%
• W-1 = 48.78 SF = 5%

WEST ELEVATION:
• TOTAL SF = 1494.5 SF
• B-1 = 1432.23 SF = 96%
• W-1 = 74.5 SF = 4%



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

STARBUCKS -
STARBUCKS
COUNTRY CLUB GLEN
PLAT 1, LOT 3
CLIVE, IA 50325

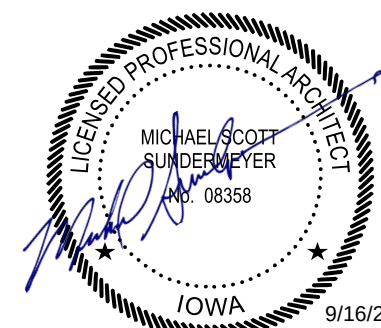


Date
08/20/24
09/16/24

CONSTR. DOC. & REVISIONS
Description
DEVELOPMENT REVIEW RESPONSE
DEVELOPMENT REVIEW RESUBMITTAL

No.
1
2

CASCO DIVERSIFIED CORPORATION
ARCHITECTURAL
LICENSE # 04365

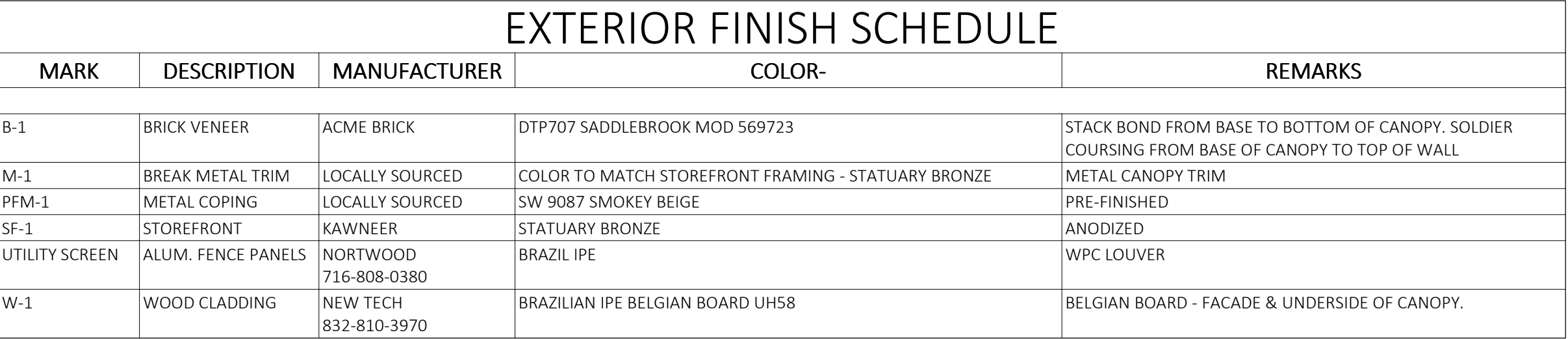


Professional of Record:
MICHAEL S.
SUNDERMEYER
LICENSE #: ARC08358
EXP. DATE: 06/30/25

Drawn/Checked JMT/MSD
Project Number 2303492
Owner Review 9/12/24
Pre-App 7/18/24
Starbucks 2nd Review 4/10/24

EXTERIOR
ELEVATIONS

A201



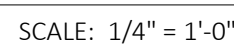
SOUTH ELEVATION:

- Total SF = 457.06 SF
- B-1 SF = 304.44 SF = 66.6%
- W-1 = 152.40 = 33%

EAST ELEVATION:

- TOTAL SF = 1078.4 SF
- B-1 = 906.27 SF = 84%
- W-1 = 175.04 SF = 16%

SCALE: 1/4" = 1'-0"



No.	
1	
2	

Professional of Record:
MICHAEL S.
SUNDERMEYER
LICENSE #: ARC08358
EXP. DATE: 06/30/25

Drawn/Checked	JMT/MSD
Project Number	2303492
Owner Review	9/12/24
Pre-App	7/18/24
Starbucks 2nd Review	4/10/24

A202

MIXED USE BUILDING
COUNTRY CLUB GLEN
PLAT 1, LOT 3
CLIVE, IA 50327

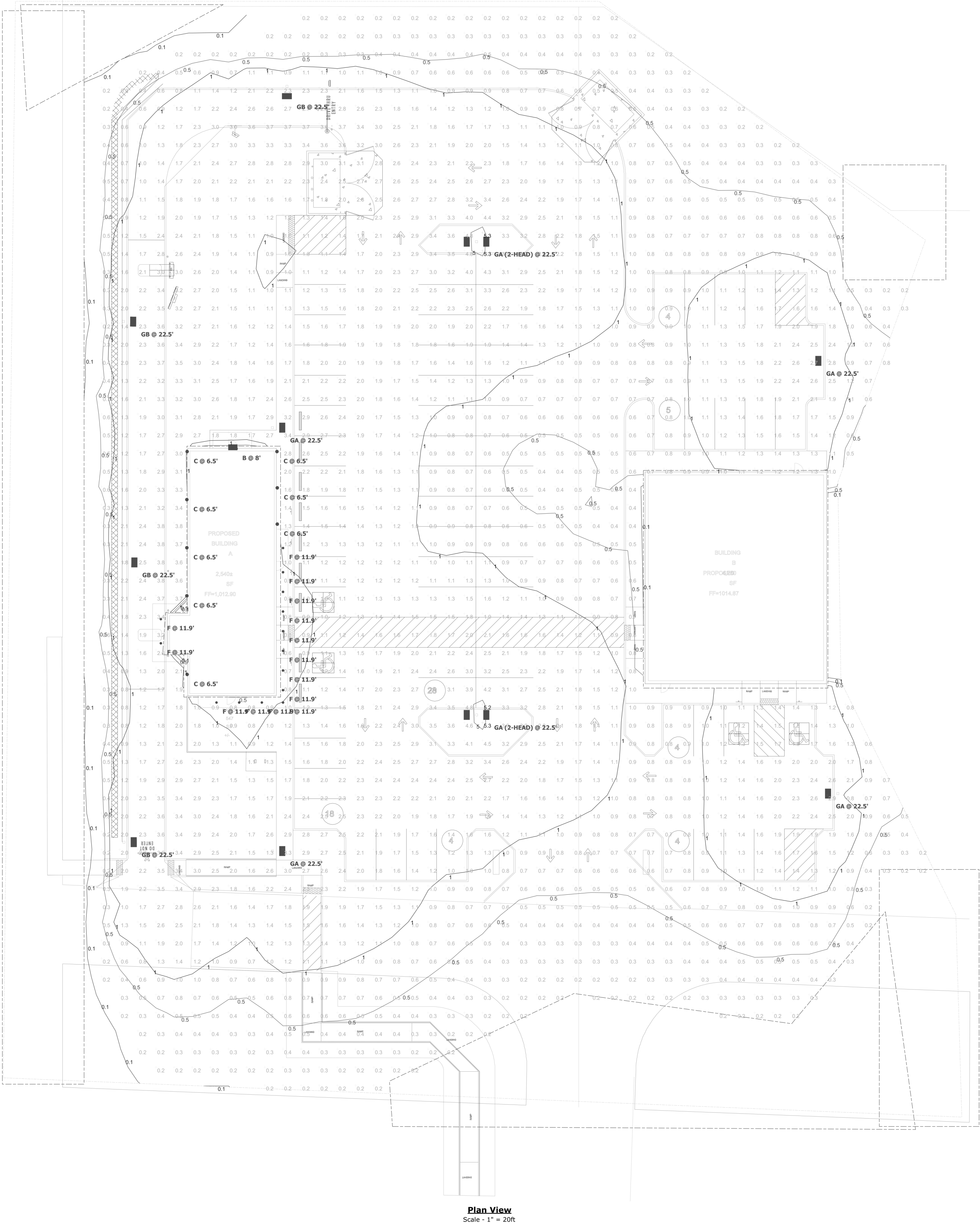
- | No. | Description | Date |
|-----|-----------------------------|----------|
| 1 | DEVELOPMENT REVIEW RESPONSE | 08/20/24 |

Professional of Record:
MICHAEL SCOTT
SUNDERMEYER
LICENSE #: ARC08358
EXP. DATE: 06/30/25

TRASH
ENCLOSURE
DETAILS

Page 347 of 51





Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.3 fc	5.3 fc	0.2 fc	26.5:1	6.5:1

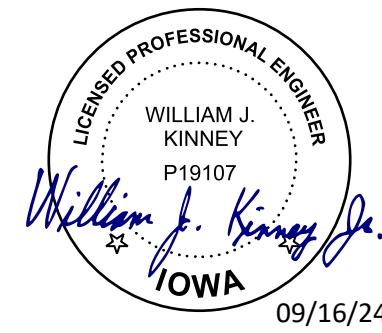
Image										
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Notes
	B	0	Lithonia Lighting	WST LED P2 40K VF MVOLT	WST LED, Performance package 2, 4000 K, visual comfort forward throw, MVOLT	1	3469	0.9	25	BUILDING MOUNTED LIGHT SHOWN BUT NOT INCLUDED IN SITE CALCULATION
	C	0	KICHLER	258377-1 MOD#:11251/CP133537	LED WALL CYLINDER	1	574	0.9	14.7	BUILDING MOUNTED LIGHT SHOWN BUT NOT INCLUDED IN SITE CALCULATION
	F	0	Lithonia Lighting	WF4 LED 40K	4" MATTE WHITE LED ULTRA-THIN WAFER DOWNLIGHT, 4000K CCT, LEXTAR LED	1	770	0.9	10	BUILDING MOUNTED LIGHT SHOWN BUT NOT INCLUDED IN SITE CALCULATION
	GA	4	Lithonia Lighting	DSX0 LED P5 40K T4M MVOLT	DSX0 LED P5 40K T4M MVOLT	1	11433	0.9	89	
	GA (2-HEAD D)	2	Lithonia Lighting	DSX0 LED P5 40K T4M MVOLT	DSX0 LED P5 40K T4M MVOLT	1	11433	0.9	178	
	GB	4	Lithonia Lighting	DSX0 LED P5 40K BLC MVOLT	DSX0 LED P5 40K BLC MVOLT	1	9576	0.9	89	

STARBUCKS -
COUNTRY CLUB GLEN
PLAT 1, LOT 3
CLIVE, IA 50325



CONSTR. DOC. & REVISIONS
Description
Development Review Response
Date
07/18/24

No.

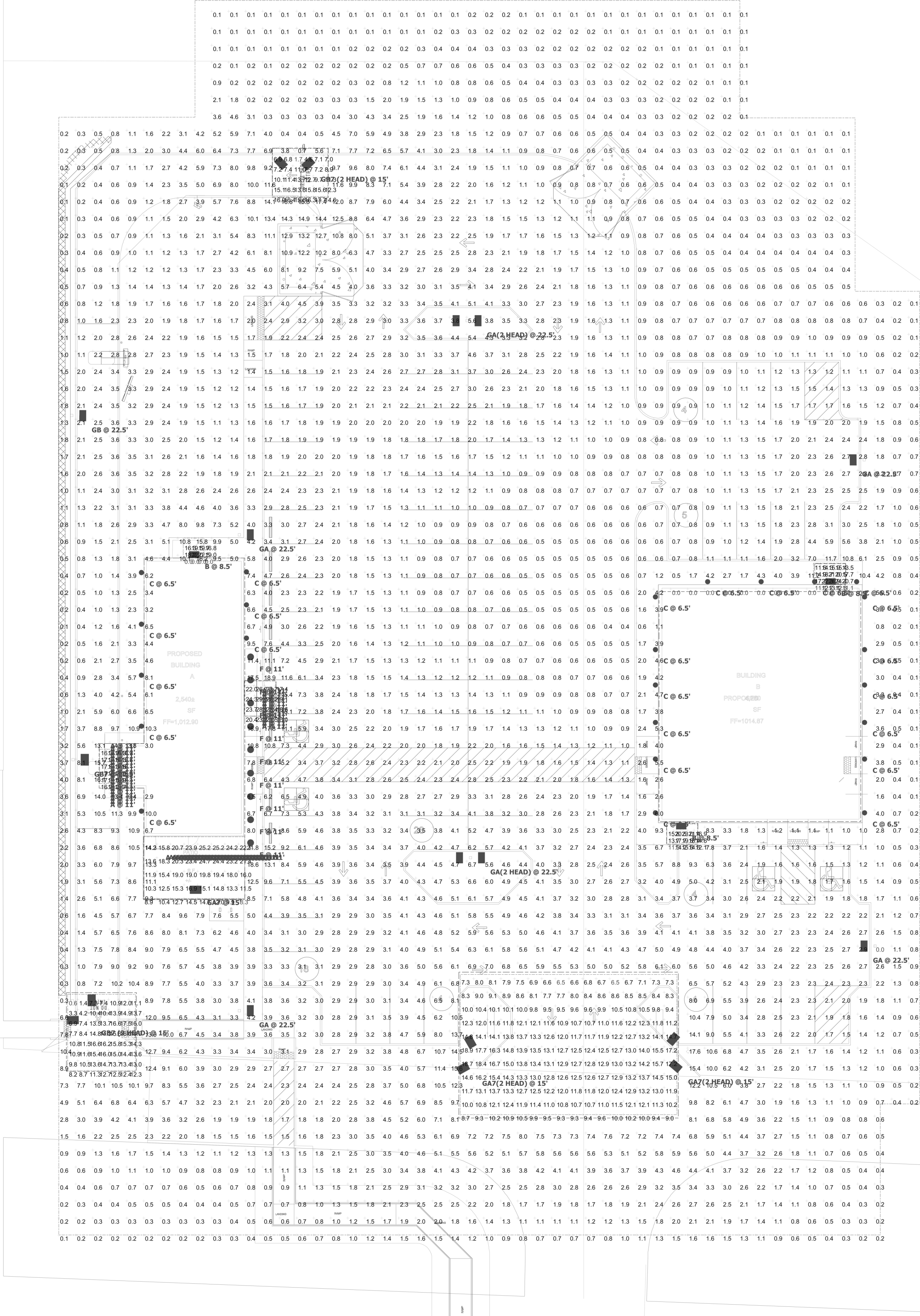


Professional of Record:
William J. Kinney
P19107
12/31/25

Drawn/Checked JCB/ WJK
Project Number 2303492
Preliminary Plans 2/28/24
Pre-App 7/18/24
Permit 9/12/24

ELECTRICAL SITE
PHOTOMETRICS
PLAN

E201



SCALE: 1" = 20'-0"

Schedule											
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	GB		1	Lithonia Lighting	DSX0 LED P5 40K BLC MVOLT	DSX0 LED P5 40K BLC MVOLT	1	9575.954	0.9	89	
	GA		4	Lithonia Lighting	DSX0 LED P5 40K T4M MVOLT	DSX0 LED P5 40K T4M MVOLT	1	11432.94	0.9	89	
	GA(2 HEA D)		2	Lithonia Lighting	DSX0 LED P5 40K T4M MVOLT	DSX0 LED P5 40K T4M MVOLT	1	11432.94	0.9	178	
	GA7		1	Lithonia Lighting	DSX0 LED P7 40K 80CRI T4M	D-Series Size 0 Area Luminaire P7 Performance Package 4000K CCT 80 CRI Type 4 Medium	1	18921.76	1	170.81	
	GB7		1	Lithonia Lighting	DSX0 LED P7 40K 80CRI BLC3	D-Series Size 0 Area Luminaire P7 Performance Package 4000K CCT 80 CRI Type 3 Extreme Backlight Control	1	13561.1	1	170.81	
	GA7(2 HEA D)		2	Lithonia Lighting	DSX0 LED P7 40K 80CRI T4M	D-Series Size 0 Area Luminaire P7 Performance Package 4000K CCT 80 CRI Type 4 Medium	1	18921.76	1	341.62	
	F		9	Lithonia Lighting	WF4 LED 40K	4" MATTE WHITE LED ULTRA-THIN WAFER DOWNLIGHT, 4000K CCT, LEXTAR LED	1	770	1	10	
	C		24	KICHLER	258377-1 MOD#1:11251/CP133537	LED WALL CYLINDER	1	574	1	14.7	
	B		3	Lithonia Lighting	WST LED P2 40K VF MVOLT	WST LED, Performance package 2, 4000 K, visual comfort forward throw, MVOLT	1	3469	1	25	
	A		73	Aion LED, Inc.	1524-27-LE	12" Linear Fixture with power lead	1	399	1	5.76	
	GB7 (2 HEA D)		2	Lithonia Lighting	DSX0 LED P7 40K 80CRI BLC3	D-Series Size 0 Area Luminaire P7 Performance Package 4000K CCT 80 CRI Type 3 Extreme Backlight Control	1	13561.1	1	341.62	

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	
BLDG A DRIVE THRU ENTRY	+	11.3 fc	17.7 fc	1.7 fc	10.4:1	6.6:1	
BLDG A DRIVE THRU EXIT	+	11.9 fc	17.5 fc	0.6 fc	29.2:1	19.8:1	
BLDG A DRIVE THRU WINDOW	+	16.7 fc	18.3 fc	14.3 fc	1.3:1	1.2:1	
BLDG A PATIO	+	17.0 fc	25.2 fc	8.3 fc	3.0:1	2.0:1	
BLDG A SERVICE DOOR	+	12.8 fc	22.5 fc	0.0 fc	N/A	N/A	
BLDG B NE ENTRY	+	16.7 fc	24.9 fc	11.1 fc	2.2:1	1.5:1	
BLDG B SW ENTRY	+	16.7 fc	23.0 fc	11.5 fc	2.0:1	1.5:1	
PARKING AND SIDEWALK	+	2.6 fc	21.8 fc	0.0 fc	N/A	N/A	
SITE ENTRY	+	11.5 fc	18.9 fc	6.5 fc	2.9:1	1.8:1	
BLDG A BUILDING ENTRY	+	22.8 fc	29.0 fc	16.0 fc	1.8:1	1.4:1	



Date
07/18/24

CONSTR. DOC. & REVISIONS
Description
Development Review Response

No.



10/02/2024

Professional of Record:

William J. Kinney
P19107
12/31/25

Drawn/Checked JN/ WJK
Project Number 2303492
Preliminary Plans 2/28/24
Pre-App 7/18/24
Permit 09/12/24

ELECTRICAL SITE
PHOTOMETRICS
PLAN

E201

COUNTRY CLUB GLEN PLAT 13
PUBLIC IMPROVEMENTS
CONSTRUCTION DRAWINGS



WHERE SIDE OR REAR OF BUILDING WITH A C-4 PLANNED SHOPPING DISTRICT IS ADJACENT TO ANOTHER BUILDING WITHIN A C-4 PLANNED SHOPPING DISTRICT, THE INTERNAL YARD REQUIREMENT MAY BE EITHER ZERO FEET OR 12.5"

TOTAL PROPERTY AREA: 125,302 SF / 2.86 ACRES
TOTAL DISTURBED AREA: 128,292 SF / 2.95 ACRES

ADDRESS: 15935 HICKMAN ROAD
LOT AREA: 61,570.32 SF / 1.41 ACRES
PROPOSED BUILDING: 2,540 / 4.13%
OTHER IMPERVIOUS: 36,148.53 SF / 58.7% IMPERVIOUS
TOTAL IMPERVIOUS: 38,688.53 SF / 62.8% IMPERVIOUS
USE: COFFEE SHOP WITH DRIVE-THROUGH
IBC OCCUPANCY: A-2
PARKING REQUIREMENT: 10 SPACES PER 1,000 SF GFA + EXTERIOR SEATING EXCLUDING THE FIRST 300 SF
REQUIRED PARKING: 28
PROVIDED PARKING: 49
PROVIDED ADA PARKING: 2

ADDRESS: 15925 HICKMAN ROAD
LOT AREA: 42,401.81 SF / 0.97 ACRES
PROPOSED BUILDING: 4,280 / 10.1%
OTHER IMPERVIOUS: 17,529.49 SF / 41.3% IMPERVIOUS
TOTAL IMPERVIOUS SF 21,809.49 / 51.4% IMPERVIOUS
USE: FLEX OR RETAIL
IBC OCCUPANCY: B
PARKING REQUIREMENT: 6 SPACES PER 1,000 SF GFA
REQUIRED PARKING: 26
PROVIDED PARKING: 17
PROVIDED ADA PARKING: 2

OUTLOT AREA: 21,284.62 SF / 0.49 ACRES
USE: STORMWATER MANAGEMENT
TOTAL IMPERVIOUS: 0 SF / 0% IMPERVIOUS

PROJECT CONTACTS

OWNER: LEADERS REAL ESTATE NATHAN PALMER 200 E. PALM VALLEY DRIVE, SUITE 1060 OWIEDO, FL 32765 (614) 586-3303 NPALMER@LEADERSCRE.COM	CIVIL ENGINEER: CASCO CIVIL 12 SUNNEN DRIVE, SUITE 100 ST. LOUIS, MO 63143 SARAH B. FONDA, P.E. (314) 821-1100 SARAH.FONDA@THECCDCOMPANIES.COM
POWER: MIDAMERICAN ENERGY CHAD ERNST (515) 252-6413 CHAD.ERNST@MIDAMERICAN.COM	ARCHITECT: CASCO 12 SUNNEN DRIVE, SUITE 100 ST. LOUIS, MO 63143 MICHAEL S. SUNDERMEYER (314) 821-1100 MICHAEL.SUNDERMEYER@THECCDCOMPANIES.COM
STORM: CITY OF CLIVE 2123 NW 111TH ST. CLIVE, IA 50325 RAI TOKUHISA, WATER RESOURCES ENGINEER (515) 867-5128 RTOKUHISA@CITYOFCLIVE.COM	GAS: MIDAMERICAN ENERGY CHAD ERNST (515) 252-6413 CHAD.ERNST@MIDAMERICAN.COM
WATER: CITY OF CLIVE 2123 NW 111TH STREET CLIVE, IA 50325 KURT FARLOW, WATER SUPERVISOR (515) 223-6231 KFARLOW@CITYOFCLIVE.COM	SANITARY: CITY OF CLIVE 2123 NW 111TH ST. CLIVE, IA 50325 JEFF NUSS, SANITARY/STORM SUPERVISOR (515) 223-6231 JNUSS@CITYOFCLIVE.COM
WATER: WIAA RURAL WATER 23998 141ST STREET BENTON, IA 50039 MATT COOPER (515) 676-2117 x141 MCOOPER@WIAAWATER.ORG	FIRE DEPARTMENT: CLIVE FIRE DEPARTMENT 8600 HICKMAN ROAD CLIVE, IA 50325 CLAY GARCIA, FIRE CHIEF (515) 223-1595 CGARCIA@CITYOFCLIVE.COM
WATER: DES MOINES WATER WORKS 2201 GEORGE FLAGG PARKWAY DES MOINES, IA 50321 TAYLOR ANDERSON (515) 323-6204 ANDREW@DWMWW.COM	UTILITY LOCATES: IOWA ONE-CALL SYSTEM, INC. ONECALL@IOWAONECALL.COM

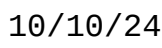
C2.0 – CONSTRUCTION DETAILS

ACCORDING TO THE FLOOD INSURANCE RATE MAP ISSUED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), MAP 19153C0305F
DATED FEBRUARY 1, 2019 SHOWS THIS DEVELOPMENT IS LOCATED IN
FLOOD ZONE "X" (UNSHADED). FLOOD ZONE "X" (UNSHADED) IS DEFINED
AS AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD HAZARD.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND FOLLOW ALL RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT TITLED "PROPOSED URGENT CARE/DEVELOPMENT ECS PROJECT NUMBER 16:15227" PREPARED BY ECS MIDWEST, LLC DATED APRIL 2, 2024 AND ALL ADDENDUMS AND ENVIRONMENTAL REPORTS/RECOMMENDATIONS.

THE TOPOGRAPHIC INFORMATION IN THIS PLAN SET IS BASED OFF AN ALTA/NSPS LAND TITLE SURVEY PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES, INC. ON FEBRUARY 20, 2024.

NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325



Drawn By/Checked By: MW/SBF

Project Number	2303492
----------------	---------

Permit	10-10-24
--------	----------

Bid	100-200	200-300	300-400	400-500

COVER SHEET

C0.0

ENGINEERING GENERAL NOTES

1. THE SITEWORK ON THIS PROJECT SHALL MEET OR EXCEED ALL STANDARDS AND SPECIFICATIONS REQUIRED BY THE CITY OF CLIVE.
2. CASCO DIVERSIFIED CORPORATION HAS NOT PERFORMED ANY INVESTIGATION REGARDING UNDERGROUND CONDITIONS, HAZARDOUS WASTES, OR UTILITIES AFFECTING THE SITE SHOWN HEREIN.
3. ALL DIMENSIONS ARE FROM THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL DISTURBED AREAS OF PAVEMENT AND BUILDING PAD AREAS SHALL RECEIVE 4" OF SUITABLE TOPSOIL. CONTRACTOR SHALL SOD, MULCH, FERTILIZE AND MAINTAIN ALL DISTURBED AREAS OUTSIDE OF PAVEMENT UNTIL SUFFICIENT VEGETATIVE GROWTH HAS BEEN ESTABLISHED PER THE SWPPP. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS REQUIRED TO ESTABLISH PERMANENT SOIL STABILIZATION.
5. ALL SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF IOWA AT THE CONTRACTOR'S OWN EXPENSE.
6. ALL TRENCHES EXCAVATED UNDERNEATH AREAS TO BE PAVED SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL AND COMPACTED TO MEET REQUIREMENTS OF THE GEOTECHNICAL REPORT AND CITY OF CLIVE REQUIREMENTS.
7. CONTRACTOR SHALL INSTALL ALL UNDERGROUND PIPING AND CONDUITS PER THE REQUIREMENTS OF THE RESPECTIVE MANUFACTURERS AND THE CITY OF CLIVE.
8. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, NEITHER THE OWNER NOR THE ENGINEER WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL SAFETY MEASURES AND REGULATIONS. CONTRACTOR SHALL COMPLY WITH ALL OSHA REGULATIONS AND SAFETY MEETING REQUIREMENTS. THE CONTRACTOR SHALL BE COMPLETELY AND SOLELY RESPONSIBLE FOR JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PROPERTY AND PERSONS AT ALL TIMES DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT APPLIES CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING, MAINTAINING, AND IMPLEMENTING ALL SAFETY DEVICES AND PRACTICES DURING CONSTRUCTION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE WORK. CONTRACTOR SHALL EXERCISE DUE CARE AND CAUTION TO AVOID DAMAGE TO SUCH PROPERTY. CONTRACTOR SHALL REPLACE OR RESTORE TO EQUAL OR BETTER CONDITION THAN THE ORIGINAL CONDITION AT THE CONTRACTOR'S OWN EXPENSE. ALL IMPROVEMENTS WITHIN OR ADJACENT TO THE AREA OF WORK WHICH ARE NOT DESIGNATED FOR REMOVAL OR ADJUSTMENT AND WHICH ARE DAMAGED OR REMOVED AS A RESULT OF THE CONTRACTOR'S ACTIONS.
10. CONTRACTOR SHALL CONTINUALLY MONITOR JOB SITE CONDITIONS. CONDITIONS REQUIRING CONSTRUCTION DIFFERENT THAN THAT SHOWN ON ON THE PLANS SHALL BE REPORTED TO THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED WORK.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING PRESENCE AND LOCATIONS (VERTICALLY AND HORIZONTALLY) OF ALL UTILITIES. IN NO WAY DOES THE ENGINEER OR THE OWNER SUGGEST, IMPLY, OR CONFIRM THAT UTILITIES SHOWN ARE INCLUSIVE OF ALL UTILITIES WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING IN PLACE ALL UTILITIES. ANY DAMAGE OR LOSS TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. SHOULD ANY DAMAGE OCCUR AS A RESULT OF THE CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL REPLACE OR REPAIR THE DAMAGES TO THE FULL SATISFACTION OF THE UTILITY OWNER AT THE CONTRACTOR'S OWN EXPENSE. THE CONTRACTOR SHALL AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND THE ENGINEER FROM ANY AND ALL DAMAGES OR LOSS.
12. UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND INFORMATION, AND THEREFORE, DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OF, OR LOCATION OF THESE FACILITIES, STRUCTURES, AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS.
13. THE LOCATION AND TYPE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE INFORMATION HAS BEEN PROVIDED FROM A TOPOGRAPHIC AND UTILITY SURVEY PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES, INC. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS, AND ELEVATIONS OF ALL EXISTING UTILITIES DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
14. VERIFY ALL BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
15. VERIFY FLOOR ELEVATIONS OF EXISTING BUILDINGS. ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING AT 1.0% MINIMUM AS NECESSARY.
16. EXISTING SITE FEATURES TO REMAIN ARE TO BE PROTECTED THROUGHOUT CONSTRUCTION.
17. THE LATEST EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND CITY OF CLIVE SUPPLEMENTALS SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

- GRADING:
1. ALL CONTOURS SHOWN ON THESE PLANS ARE BASED ON U.S.G.S. DATA.
 2. ALL GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CLIVE.
 3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE THE GRADE TO THE DESIGN ELEVATIONS.
 4. NO SLOPES SHALL BE GRADED STEEPER THAN 4:1 (HORIZONTAL : VERTICAL), AND SHALL BE SODDED AND MULCHED.
 5. ONLY THE DESIGNATED CONSTRUCTION ACCESS ROUTE MAY BE USED TO MOVE EQUIPMENT IN AND OUT. NO OTHER ACCESS POINT WILL BE PERMITTED.
 6. ALL SILTATION MEASURES MUST BE IN PLACE BEFORE ANY OPERATIONS THAT DISTURB THE NATURAL GRADE COMMENCES. THIS INCLUDES GRUBBING OR STUMP REMOVAL. THE CITY OF CLIVE SHALL BE NOTIFIED UPON COMPLETION OF ALL SILTATION AND EROSION FACILITIES AND SHALL INSPECT AND APPROVE SUCH FACILITIES PRIOR TO THE COMMENCEMENT OF ANY CLEARING OR GRADING ACTIVITIES. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH THE CITY OF CLIVE UPON COMPLETION OF ALL SILTATION MEASURES BEING INSTALLED. NO OPERATIONS THAT DISTURB THE NATURAL GRADE SHALL COMMENCE PRIOR TO THE MEETING.
 7. SILTATION AND CONTROL FACILITIES MUST BE MAINTAINED THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THIS INCLUDES REMOVAL OF MUD FROM SILTATION BASINS AND REPLACEMENT OF CITY OF CLIVE APPROVED EROSION CONTROL DEVICES. MUD SHALL NOT BE PERMITTED TO MIGRATE OFF THE SITE. DAMAGE OR FAILURE OF SILTATION AND EROSION CONTROL FACILITIES SHALL BE REPAIRED. DAMAGE OR FAILURE OF SILTATION AND EROSION CONTROL FACILITIES SHALL BE REPAIRED IMMEDIATELY BUT NOT LONGER THAN 24 HOURS AFTER NOTIFICATION. IF PROPOSED MEASURES FAIL TO ADEQUATELY PROTECT THE ADJOINING PROPERTY, ADDITIONAL FACILITIES SHALL BE INSTALLED AS DIRECTED.
 8. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY THE CONTRACTOR TO PROTECT OFF-SITE PROPERTY FROM EROSION OR SILTATION. THE ENGINEER SHALL NOT BE LIABLE FOR DAMAGE CAUSED BY EROSION OR SILTATION DUE TO DEFECTIVE SILTATION CONTROL DEVICES.
 9. MUD WILL NOT BE PERMITTED TO BE CARRIED OFF SITE ONTO PUBLIC STREETS. A TEMPORARY WASH FACILITY SHALL BE PROVIDED TO REMOVE MUD FROM VEHICLE TIRES BEFORE ENTERING THE PUBLIC STREETS.
 10. MEASURES SHALL BE TAKEN TO CONTROL DUST AS NECESSARY.
 11. IT SHALL BE THE GRADING CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE SOILS ENGINEER OF WORK IN PROGRESS AND TO COMPLY WITH SPECIFICATIONS SET BY THE SOILS ENGINEER WITH REGARD TO COMPACTION, SURFACE PREPARATION AND PLACEMENT OF FILL.
 12. ALL STUMPS, LIMBS, AND OTHER DEBRIS ARE TO BE REMOVED FROM THE SITE.
 13. ALL DRAINAGE SWALES AND OTHER DISTURBED AREAS SHALL BE SODDED.
 14. ALL FILL AREAS, INCLUDING TRENCH BACKFILLS, UNDER BUILDINGS, PROPOSED STORM AND SANITARY SEWER LINES, PUBLIC RIGHT OF WAY AND PAVED AREAS SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED AASHTO T-180 COMPACTION TEST", (A.S.T.M. D- 1557) UNLESS OTHERWISE REQUIRED IN THE SOILS REPORT FOR THIS PROJECT.

SURVEY NOTE

THE TOPOGRAPHIC INFORMATION IN THIS PLAN SET IS BASED OFF AN ALTA/NSPS LAND TITLE SURVEY PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES, INC. ON FEBRUARY 20, 2024.

ACTUAL FIELD CONDITIONS ARE TO BE VERIFIED PRIOR TO COMMENCEMENT OF WORK.

CITY OF CLIVE GENERAL NOTES

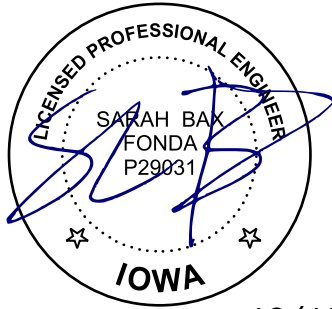
APPENDIX D. SITE PLAN AND CONSTRUCTION DRAWING STANDARD NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLIVE'S DEVELOPMENT REGULATIONS, POLICES, AND STATEWIDE URBAN DESIGN AND STANDARDS MANUAL (SUDAS).
2. ONE WEEK PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY OF CLIVE.
3. THE CONTRACTOR AND DEVELOPER'S ENGINEER SHALL ATTEND A REQUIRED PRE-CONSTRUCTION WITH THE CITY PUBLIC WORKS AND ENGINEERING DEPARTMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES AND VERIFYING LOCATIONS ON THE AS-BUILT DRAWINGS.
6. RECONNECT ANY FIELD TILE THAT IS INTERCEPTED DURING UTILITY CONSTRUCTION, LOCATION OF FIELD TILE SHALL BE NOTED ON THE AS-BUILT DRAWINGS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT VERSION OF MUTCD.
8. PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS, AS-BUILT RECORD DRAWINGS (HORIZONTAL AND VERTICAL AS-BUILT DATA IN STATE PLANE COORDINATES AND NAVD 88 DATUM) FOR ALL WATER, SANITARY SEWER, STORM SEWER PIPING AND ASSOCIATED APPURTENANCES, AND SITE GRADING WILL BE PROVIDED (VOLUME CALCULATIONS FOR ALL STORM WATER DETENTION FACILITIES SHALL ALSO BE PROVIDED).
9. SIDEWALK AND DRIVEWAY APPROACH INSTALLATIONS SHALL BE INSPECTED BY THE CITY OF CLIVE FOLLOWING A MINIMUM 48-HOUR NOTICE.
10. THE OWNER/CONTRACTOR SHALL REMOVE ALL DEBRIS SPILLED ON CITY OF CLIVE RIGHT-OF-WAY AND ADJOINING PROPERTY IMMEDIATELY.
11. AT NO TIME SHALL EQUIPMENT, CONSTRUCTION MATERIAL AND/OR STOCKPILED FILL BE STORED ON CITY OF CLIVE RIGHT-OF-WAY.
12. THE DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENTATION CONTROL DEVICES THROUGHOUT CONSTRUCTION.
13. OFF-STREET PARKING AND ACCESS DRIVES SHALL BE PROVIDED PRIOR TO CONSTRUCTION FOR CREWS AND EQUIPMENT.
14. ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEVICES MAY BE REQUIRED BY CITY OF CLIVE INSPECTORS BASED ON ACTUAL FIELD CONDITION.
15. PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY/FINAL PLAT APPROVAL, ALL UTILITY STRUCTURES, MANHOLES, VALVES, INTAKES SHALL BE RAISED LEVEL WITH FINISH GRADE.

16. ALL UTILITIES, INCLUDING ELECTRICAL AND TELEPHONE SHALL BE LOCATED UNDERGROUND.
17. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHER LANDSCAPING IS IDENTIFIED ON THE SITE PLAN.
18. EXISTING LANDSCAPING SHALL BE PROTECTED WITH TEMPORARY SNOW FENCE DURING CONSTRUCTION.
19. ALL TRASH DUMPSTERS SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE.
20. ALL ROOF MOUNTED MECHANICAL UNITS AND/OR TELECOMMUNICATION DEVICES OR GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE OR LANDSCAPING.
21. ALL TOPSOIL MUST MEET CLIVE POST-CONSTRUCTION STORM WATER MANUAL. TOPSOIL SHALL BE MINIMUM 4"DEPTH, MINIMUM [2, OR AS INDICATED IN SWMP]% ORGANIC CONTENT, 6.0-8.0 PH, MAXIMUM 25% FRIABLE CLAY CONTENT, AND FREE OF DEBRIS, HARD CLODS, ROOTS, SOD, STIFF CLAY, HARD PAN, AND STONES LARGER THAN 1".
22. ALL TOPSOIL MUST MEED IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL PERIT #2 REQUIREMENTS TO MINIMIZE SOIL COMPACTION, DEFINED AS WORKING THE SOIL PRIOR TO SEEDING/SODDING SUCH THAT A PENETROMETER CAN BE INSERTED INTO THE UPPER 6 INCHES WITH LESS FORCE THAN 200 PSO. AS AN ALTERNATIVE TO THE PENETROMETER TEST, A SOIL WITH BULK DENSITY LESS THAN 1.49 GRAMS/CUBIC CENTIMETER SHALL BE DEEMED COMPLIANT WITH THIS REQUIREMENT.
23. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
24. NO CHANGES TO THE APPROVED PLAN MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
25. CONTRACTOR, FINANCING AND/OR PROJECT IDENTIFICATION SIGNS SHALL NOT BE INSTALLED ON THE CITY OF CLIVE RIGHT-OF-WAY.
26. VALVES INCLUDED IN STORMWATER MANAGEMENT FACILITIES SHALL BE CLOSED AT THE TIME OF FINAL INSPECTION AND ISSUANCE OF CERTIFICATE OF OCCUPANCY/APPROVAL OF FINAL PLAT.

APPENDIX E. SANITARY SEWER TYPICAL NOTES

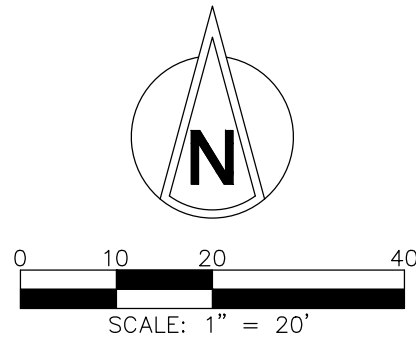
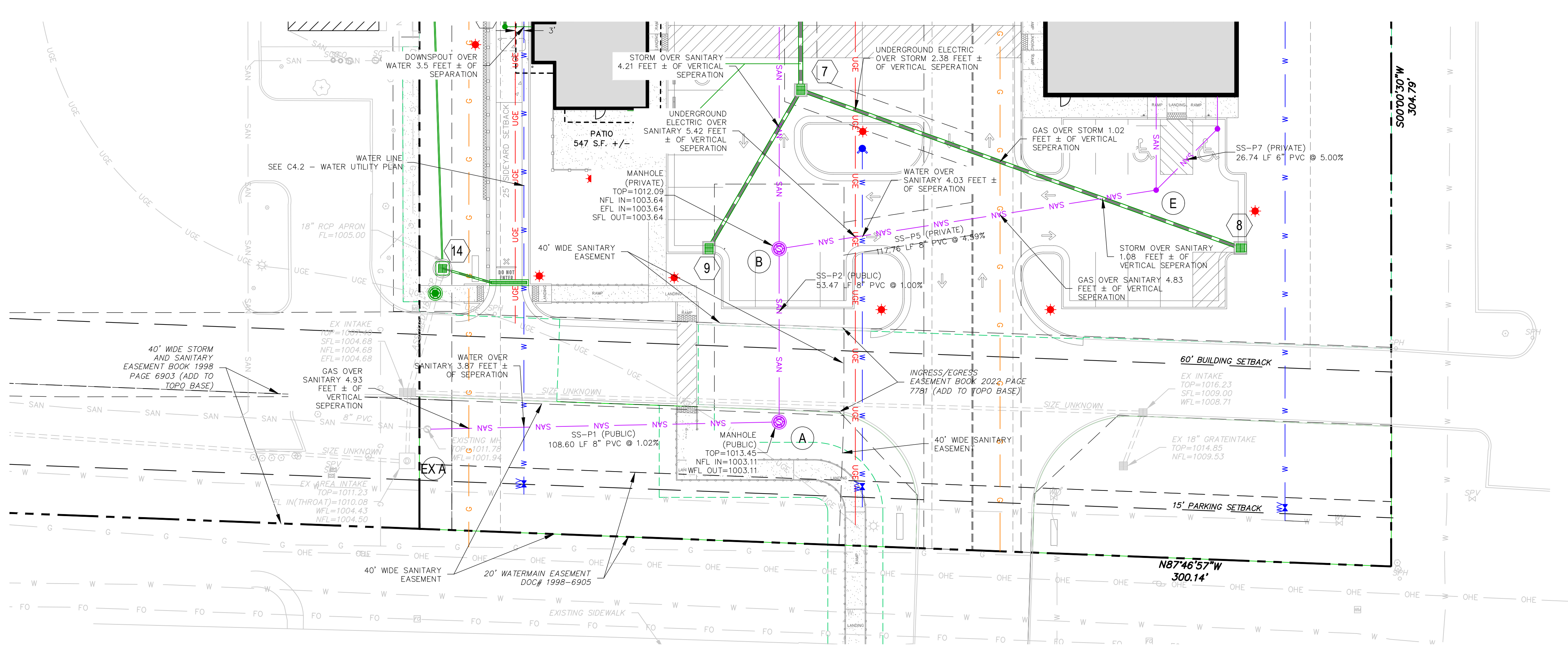
1. ALL SANITARY SEWER SHALL BE PVC TRUSS PIPE WITH CLASS F3 BEDDING UNLESS OTHERWISE NOTED ON PLANS.
2. THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER SERVICE.
3. ALL INVERTS LOCATED AT AN ELEVATION ABOVE THE CENTERLINE OF THE EXISTING THROUGH PIPE AND LESS THAN 2.0 FEET ABOVE THE MANHOLE FLOOR SHALL HAVE A POURED-IN-PLACE SLOPED INVERT.
4. ALL MANHOLES WITHIN PAVEMENT SHALL HAVE TYPE B ADJUSTABLE CASTINGS AND INTERNAL CHIMNEY SEALS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE A NON-ADJUSTABLE CASTINGS AND EXTERNAL CHIMNEY SEALS.
5. ALL 4-INCH AND 6-INCH SANITARY SEWER SERVICES SHALL BE SDR 23.5 IN ACCORDANCE WITH SUDAS AND SHALL BE EXTENDED 10 FEET INSIDE LOT LINES UNLESS OTHERWISE NOTED ON PLANS.
6. MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
7. MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERNS.
8. THE CONTRACTOR SHALL TELEWISE EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PACP COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE DURING TELEVIEWING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY CLEANING AND/OR REPAIRS. THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE FROM MANHOLE TO MANHOLE WITH MUD OR DEBRIS GREATER THAN 1 FOOT DEEP ALONG WITH ANY DOWNSTREAM SECTIONS AS REQUIRED DUE TO CONSTRUCTION. THESE SEGMENTS SHALL THEN BE RE-TELEVIEWED TO DEMONSTRATE PIPES ARE CLEAN. REQUIRED TELEVIEWING SHALL BE AT THE CONTRACTOR'S EXPENSE.
9. SPECIAL SANITARY SEWER CONNECTIONS SHALL BE MADE WITH 441 STYLE WATER MAIN CLAMP.
10. PROVIDE SHOP DRAWINGS FOR MANHOLE STRUCTURES FOR APPROVAL BY CITY PRIOR TO ORDERING OR INSTALLING MANHOLES.



10/10/24

GENERAL NOTE &
SITE INFORMATION

C0.1



UTILITY CROSSING CONFLICTS NOTE

WHERE MINIMUM COVER OF 18" OF SEPARATION CAN NOT BE ACHIEVED BETWEEN WATER AND SEWER, THE FOLLOWING SUDAS REQUIREMENTS MUST BE MET:

1. SANITARY: WHEN IT IS IMPOSSIBLE TO OBTAIN THE REQUIRED VERTICAL CLEARANCE OF 18 INCHES BETWEEN SANITARY SEWER AND WATER SERVICE, PROVIDE A LINEAR SEPARATION OF AT LEAST 2 FEET AND ENCLOSE THE WATER MAIN IN A WATERTIGHT CASING PIPE WITH AN EVENLY SPACED ANNULAR GAP AND WATERTIGHT END SEALS.
2. STORM: WHEN IT IS IMPOSSIBLE TO OBTAIN THE REQUIRED VERTICAL CLEARANCE OF 18 INCHES BETWEEN STORM SEWER AND WATER SERVICE, PROVIDE A MINIMUM SEPARATION OF 6 INCHES AND ENCLOSE THE WATER MAIN IN A WATERTIGHT CASING PIPE WITH AN EVENLY SPACED ANNULAR GAP AND WATERTIGHT END SEALS.

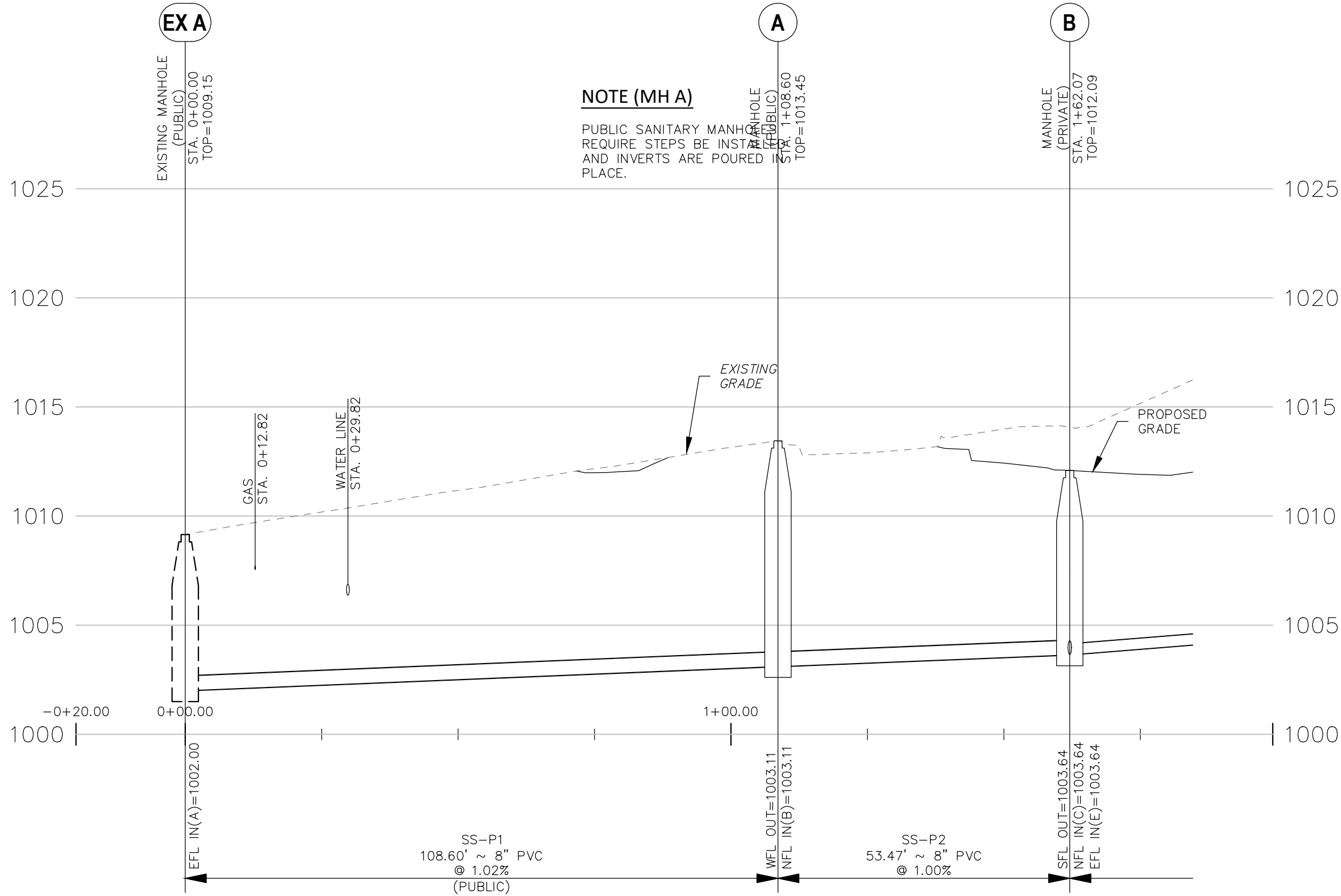
NOTE

THE ENGINEER HAS MADE THE FOLLOWING ASSUMPTIONS FOR MINIMUM DEPTH OF COVER FOR EXISTING AND PROPOSED UTILITIES:

1. WATER	66"
2. UNDERGROUND ELECTRIC	48"
3. FIBER OPTIC	48"
4. GAS	24"

CONTRACTOR TO FIELD VERIFY EXISTING UTILITY DEPTHS.

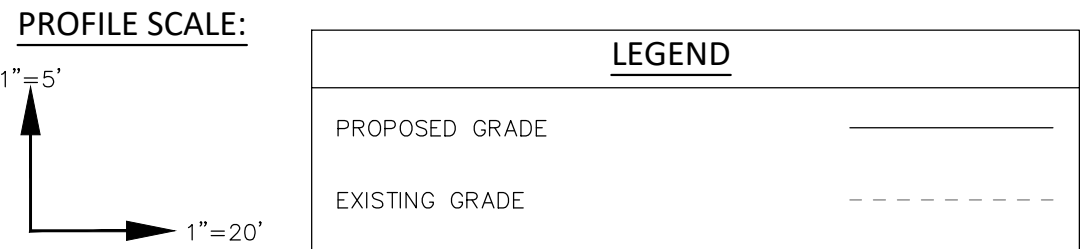
REACH EX A TO B



NOTE

ALL SANITARY AND STORM PIPES LOCATED UNDER PROPOSED PAVEMENT OR WITHIN 2' OF PROPOSED PAVEMENT TO HAVE GRANULAR BACKFILL TO PAVEMENT SUBGRADE.

SEWER PROFILES



COUNTRY CLUB GLEN PLAT 13
PUBLIC IMPROVEMENTS
CONSTRUCTION DRAWINGS
NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325

No.	CONSTR. DOC. & REVISIONS	Description	Date
			04/10/24
			04/17/24
			07/19/24
			08/20/24
			09/16/24
			10/10/24



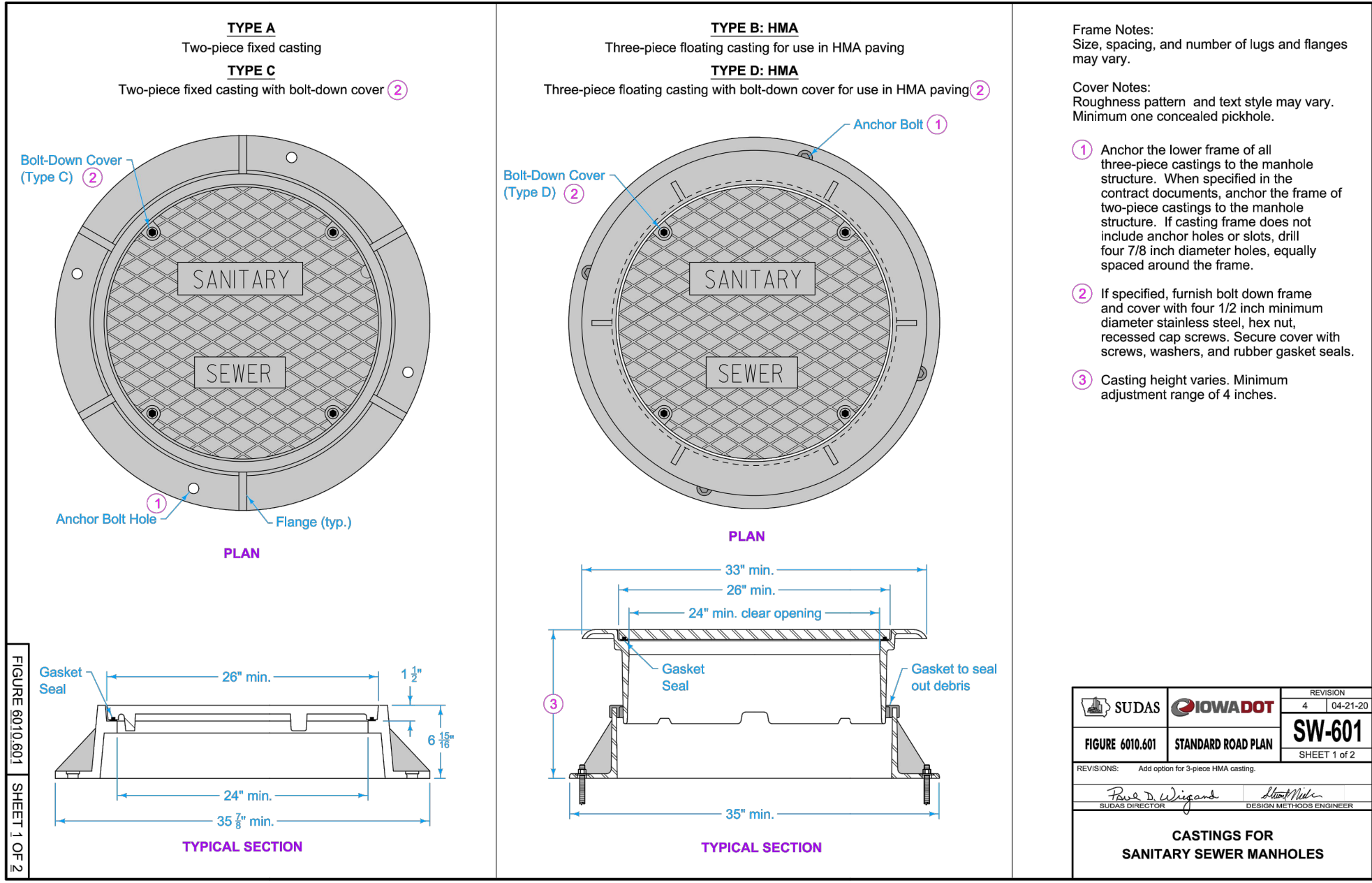
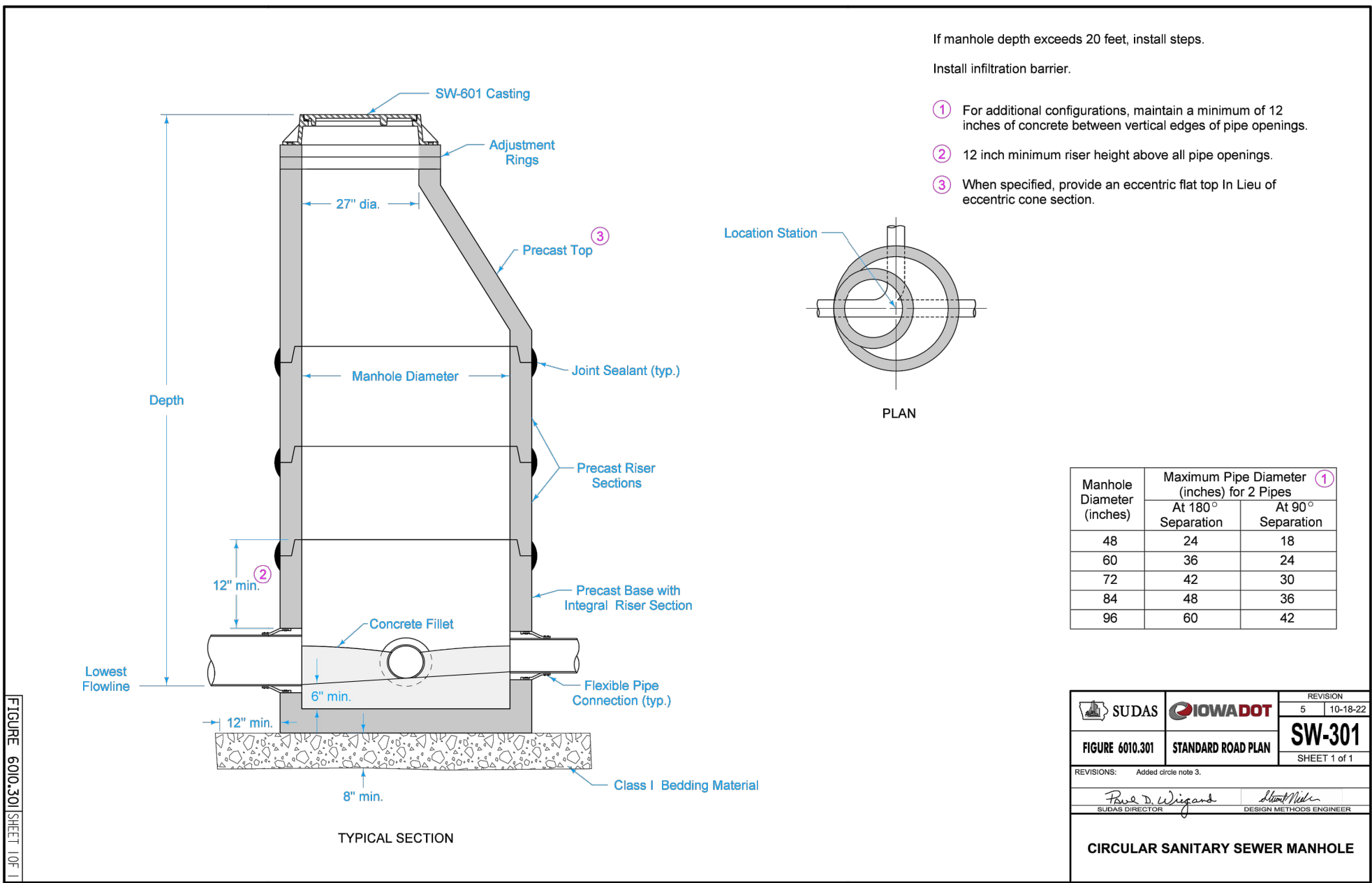
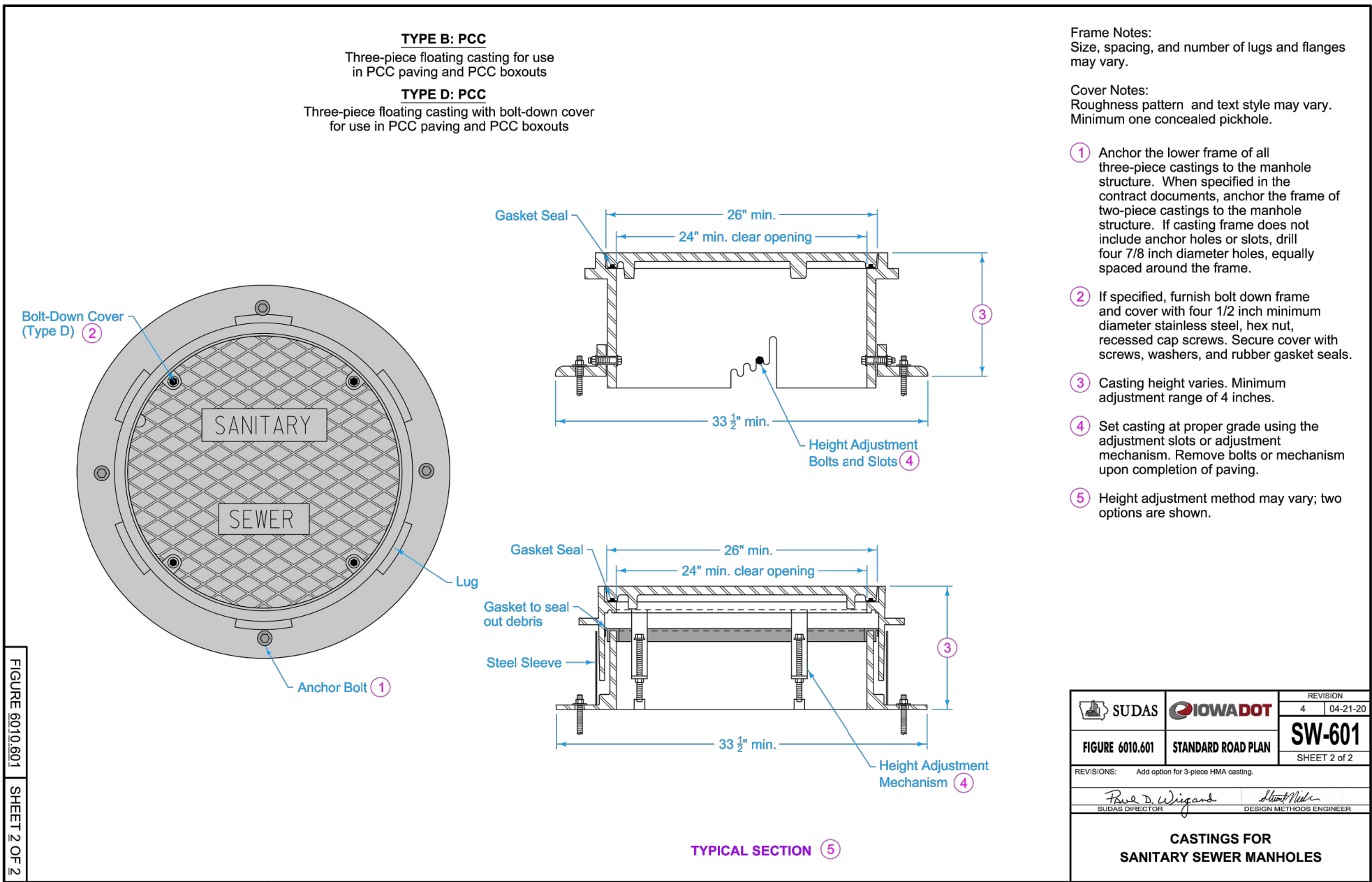
PROFESSIONAL OF RECORD
Sarah Bax Fonda
License No. P29031
Expiration Date 12/31/25

Drawn By/Checked By: MW/SBF
Project Number 2303492
Permit 10-10-24
Bid - - - -

PUBLIC
IMPROVEMENT
PLAN

CALL BEFORE YOU
DIG - DRILL - BLAST
811 or 1-800-292-8989
IOWA ONE-CALL SYSTEM, INC.
THE TOPOGRAPHIC INFORMATION IN THIS PLAN
SET IS BASED OFF AN ALTA/NSPS LAND TITLE
SURVEY PROVIDED BY CLAPSADDLE-GARBER
ASSOCIATES, INC. ON FEBRUARY 20, 2024.

C1.0



COUNTRY CLUB GLEN PLAT 13
PUBLIC IMPROVEMENTS
CONSTRUCTION DRAWINGS
NW 161st STREET & HICKMAN ROAD/US HWY 6
CLIVE, IA 50325

No.	Description	Date
		10/10/24
		04/10/24
		04/17/24
		07/19/24
		08/20/24
		09/16/24

PROFESSIONAL OF RECORD
Sarah Bax Fonda
License No. P29031
Expiration Date 12/31/25

10/10/24

Drawn By/Checked By: MW/SBF
Project Number 2303492
Permit 10-10-24
Bid -- --



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: October 24, 2024

RE: Resolution Approving Professional Consulting Services Related to the University Boulevard Flood Mitigation: Project Scoping Plan - Confluence, Inc.- \$420,430.00

SYNOPSIS:

In August 2024, the City invited 12 experienced consultants to submit their qualifications and statement of interest in partnering with the City of Clive in the development of the University Boulevard Flood Mitigation: Project Scoping Plan. A copy of the RFQ document is attached for general reference. The Project Scoping Plan effort is intended to build upon previously completed land use and hazard mitigation planning in the 86th Street Neighborhoods to further refine a set of cost-effective nature-based solutions that create flood resilience while simultaneously advancing environmental, social and economic benefits that catalyze reinvestment in the neighborhood. The output of the planning process will include technical resources, implementation strategies and preliminary designs that will prepare the City for the submittal of future hazard mitigation funding applications. In simpler terms, the project will seek to determine what is the optimized arrangement of water resources, land use and community building that best positions the City to find partners willing to financially engage in creating a more resilient University Boulevard neighborhood.

From the solicitation efforts, the City received three complete responses: McClure, Stantec and Confluence. The City's project selection committee reviewed the responses and determined that each had the requisite capacity and capability to complete the desired work. All three of the consultant teams were invited to participate in an interview process so that they could share their vision, process and schedule for assisting the City achieve its desired outcomes. Based on both the qualitative and quantitative review of consultant responses, the project selection committee determined that the Confluence Team (Confluence, Barr Engineering, Dewberry) was best positioned to assist the City on this project. The project team includes a balance of mitigation expertise (Dewberry), technical floodplain engineering (Barr) and public realm designers (Confluence) which staff believes will result in an outstanding opportunity for the development of an actionable strategy leading to the creation of a new resilient University Boulevard neighborhood. In addition to the team's impressive collection of related past work, several of the team members were a part of the firm that previously developed the City's 2022 University Flood Mitigation Plan (Stantec). This existing understanding of the City's unique circumstances will enable the Confluence Team to immediately engage in the project development.

Following the determination of the preferred project consultant team, staff worked through the development of a detailed Scope of Work and negotiated a budget for the project. A copy of the proposed professional services agreement and SOW is attached for reference. Although the tasks are significantly more detailed in the agreement, the SOW can be distilled down to the following core elements: Developing Benefit Costs Analysis Framework, Exploring Floodplain Improvements (stream remeander/floodplain storage/water quality) and Designing the Public Realm. As the project is primarily technical in nature, neighborhood engagement opportunities have been incorporated into the process, however, the tractics will be generally targeted towards project "informing". More intensive public engagement with individual flood buyout property owners will occur throughout the project, generally on a 1 on 1 basis. The SOW

identifies that a majority of the work will be completed prior to the City's strategic planning process next August. This will allow for discussion on implementation and give staff adequate time to develop grant application(s) by the end of the year. Completion of the tasks in SOW within the approximately 9-month schedule has been determined to cost \$420,430. A firm cost proposal was not a component of the RFQ solicitation, however, a range (\$350K-\$625K) of budget capacity was initially identified in the consultant responses. Overall, staff believe that the identified budget is commensurate with the defined SOW needed to complete the project successfully.

The SOW includes all elements originally outlined in the solicitation documents and is consistent with the preliminary deliverables identified in the FEMA BRIC grant application. To that end, staff is confident that the completion of the project will provide the City with an ability to request reimbursement from the State/FEMA in accordance with the previously approved sub-award agreement (maximum \$297,500 reimbursement). The overall project budget, including the final out-of-pocket expense, is available and has been accounted for in the City's existing Floodprone Property Capital Project Account (#342).

Although there are no guarantees that this undertaking will result in the City finding financial partners to support future implementation efforts, staff are optimistic that this project will provide a solid foundation for making the right ask, at the right time, and with the right partners. Ultimately, if this project can generate a similar amount of leverage as the previous University Flood Mitigation Plan (\$150K planning project resulting in over \$15M of acquisition grant funding), the City stands an excellent chance of achieving its long term goals.

Staff is recommending approval of the attached Resolution Approving Professional Consulting Services Related to the University Boulevard Flood Mitigation: Project Scoping Plan.

Please feel free to contact me at 515-223-6221 or at dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information in advance of the meeting.

Attachments:

1. RFQ
2. Resolution Approving Contract
3. Contract Final_10182024
4. CouncilSummarySlides

City of Clive

University Boulevard Flood Mitigation: Project Scoping Plan

Request for Qualifications



August 9, 2024

The City of Clive is inviting experienced consultant teams to submit their qualifications and statement of interests for the development of a Project Scoping Plan for the University Boulevard Flood Mitigation neighborhood. The Project Scoping plan is intended to build upon previously completed land use and hazard mitigation planning to further refine a set of cost-effective nature-based solutions that create flood resilience while simultaneously advancing environmental, social and economic benefits that catalyze reinvestment in the neighborhood. The planning process will require engagement with multiple stakeholders including those that are internal to the City and potential external partners.

The City of Clive staff anticipate working extensively as a partner with the consultant team regarding the coordination, development and execution of the planning process. Qualified consultant teams must have significant experience in hazard mitigation planning, including demonstrated capabilities of integrating nature-based design concepts into an urban redevelopment framework. Additionally, the consultant team must have exceptional ability to develop thorough implementation plans that strategically layer multiple complex incremental components.

The complete Request for Qualifications (RFQ) document, which can be reviewed from the City's website at https://cms9.revize.com/revize/cliveia/project_detail_T51_R1112.php, describes the opportunity and the process required for submitting a response. In addition, the RFQ outlines the evaluation and selection process which is intended to result in a recommendation to the Clive City Council for approval of a professional services contract with a qualified consultant team on October 10, 2024.

Submittal deadline is September 9, 2024.

Please direct all questions via email to Doug Ollendike at dollendike@cityofclive.com.

Thank you for your time and interest.

Respectfully,

Doug Ollendike, AICP CFM
Community Development Director

Part I. EXECUTIVE SUMMARY

Introduction

The City of Clive, Iowa (hereinafter referred to as “City”), a growing suburban community in the western portion of the Des Moines metropolitan area, is seeking responses to a Request for Qualifications from consultant teams for the development of a Project Scoping Plan for the University Boulevard Flood Mitigation Neighborhood (the “Plan”).

The Plan is intended to build upon prior land use and flood mitigation work completed for the neighborhood which identified an opportunity to integrate nature-based solutions to achieve risk reduction and several other community benefits. From the previous work, the City anticipates that one or more cost benefitted flood mitigation projects will be identified and that those prioritized projects will be sufficiently evaluated to a point of being ready for submission to a future hazard mitigation grant program.

Based on the previous work, the City has already initiated a number of efforts (park rehabilitation, street reconstruction, utility replacements, stormwater bmp installations, flood buyouts) and the City is anxious to capitalize on the positive momentum that is currently in place to take the next step in setting this neighborhood up to take advantage of the opportunities for significant capital reinvestments.

Opportunity

At the confluence of Walnut Creek and North Walnut Creek, the approximately 85-acre University Boulevard Flood Mitigation neighborhood has been subjected to repetitive damaging flood events. The area contains a mix of residential, commercial and industrial buildings which are predominately Pre-FIRM construction. Until 2019, the City’s focus was primarily on managing the flooding impacts in the neighborhood and assisting in recovery efforts. Following the last significant flooding event in the area (2018), the City began the pursuit of an alternate path towards a more sustainable and resilient future which significantly increased the resources allocated to mitigation planning and implementation.

Over the last five years, the City has evaluated a number of flood mitigation concepts to address the neighborhood risks, including regional watershed impoundments, stream channel/floodplain storage improvements and various structural control possibilities. Due to the existing conditions of the built environment and the unique watershed characteristics impacting the area, the City has determined that a “managed retreat” approach represents the best alternative to alleviate the immediate flood risks while also facilitating the greatest opportunity for a more vibrant neighborhood over the long run. Due to the significant level of community participation with the managed retreat approach, the City is now interested in moving forward with refining the vision for “what’s next” in the buyout area and establishing an actionable strategy for achieving an integrated floodplain neighborhood that is safe, connected and ecologically sound.

The City of Clive is inviting experienced consultant teams to submit their qualifications and statement of interest for the development of a Project Scoping plan for the University Boulevard Flood Mitigation Neighborhood. The Project Scoping plan is intended to build upon the previously completed NW 86th Street Neighborhood Plan, the University Boulevard Flood Mitigation Plan and the Walnut Creek Silver Jackets Study to further refine a set of cost-effective nature-based solutions that create flood resilience while simultaneously advancing environmental, social and economic benefits that catalyze reinvestment in the neighborhood. The output of the planning process will include technical resources, implementation strategies and preliminary designs that will prepare the City for submittal of future hazard mitigation funding applications. The planning process will require engagement with multiple stakeholders including those that are internal to the City (residents/staff/elected officials) and external partners (project beneficiaries/regulators/project funders).

Consultant Team

Although the foundation of the planning process is oriented toward Flood Hazard Mitigation, it is anticipated that a range of skills (community planning and design, park facility design, environmental analysis and restoration design,

municipal engineering, stormwater and riverine H&H modeling, economic benefit/cost analysis, construction estimating, community engagement) will be necessary to successfully complete the project. Additionally, the consultant team should include significant skills in developing complex implementation strategies while being mindful of distilling the action items down to not overwhelm non-technical audiences.

As a complement to a highly motivated and skilled City team, the ideal partner will bring the following dynamics to the project:

- A team of creatives that can successfully scale between vision and reality without sacrificing attention to detail;
- A team of innovators that understands the meaning of the word “no” but consistently resists accepting that it is an eventuality;
- A team of impactful communicators that are consistently able to “connect the dots” that compel people to come along for the ride;
- A team of highly skilled practitioners that are laser focused on executable strategy; and
- A team that desires a deep partnership with Clive and that is genuinely hungry to explore this incredible opportunity.

Selection Process

The City’s selection process will include a review of the submitted responses by a selection committee. The committee will develop a short list of respondents who will be asked to participate in a presentation/ interview. Following the determination of a preferred consultant team, a formal scope of work will be jointly developed, and fee negotiated. Ultimately, the committee will provide a recommendation to the Clive City Council for consideration of a professional services agreement with the preferred consultant team.

Responses will be reviewed privately by the selection committee, however, following completion of the selection process all responses will become available to the public as an open record. Throughout the selection process, the City reserves the right to:

1. Waive any informality or irregularity in any response received;
2. Reject a response if it is not in full and complete compliance with the requirements of this notice; or
3. Reject all responses if it is in the best interest of the City to do so.

Selection Schedule

August 12, 2024	RFQ issued
August 26, 2024	Informational Meeting at 1:00pm
August 30, 2024	Deadline for submittal of questions
September 4, 2024	Response to questions issued
September 9, 2024	Consultant responses due by 12:00pm
September 12, 2024	Short list of firms invited for presentations/interviews
September 19, 2024	Team presentations/interviews
September 20-October 3, 2024	Develop Scope of Work/Contract with preferred team
October 10, 2024	Recommendation to City Council and contract approval
October 14, 2024	Notice to Proceed issued

Questions

During the RFQ solicitation period, interested parties may submit written questions and requests for additional information to the City. Inquiries should be made to the City's Project Manager, Doug Ollendike, at dollendike@cityofclive.com. All inquiries received by 4:30pm on August 30, 2024, will be answered via posting on the City's website (https://cms9.revize.com/revize/cliveia/project_detail_T51_R1112.php) by 4:30pm on September 4, 2024.

City staff will also host an Informational Meeting on August 26, 2024 at 1:00 pm. The meeting will be held through the Zoom platform and a link to the meeting will be provided on the City's website. The purpose of the meeting will be to provide further context to the RFQ and to answer questions. It is intended that the meeting will be recorded and a link to the recording will be provided on the City's website.

Responses Due

Responses to the RFQ solicitation are due no later than 12:00 pm on September 9, 2024, and must be electronically submitted to:

Doug Ollendike, Community Development Director
dollendike@cityofclive.com

Responses received after the time specified above will not be considered. No costs associated with the preparation of the response, or incurred in any manner by the submitter, may be charged to the City. All responses and supporting materials produced by the submitter will be considered a public record. The City reserves the right to use any and all ideas included in the responses unless those ideas are protected by copyright, legal patent, or proprietary rights as stated by the submitter.

Part II. PROJET BACKGROUND AND GOALS

Although the community suffering associated with repetitive flooding in this neighborhood is the primary reason the City is motivated to invest in mitigation activities, the City's ultimate goal is it see this portion of the community as a great place to live where residents have forgotten the value of the words "flood resilient" because there is very little continuing suffering associated with Walnut Creek. Similar to what the City has been able to accomplish throughout the community, the City truly believes that there is an opportunity to transition the perception that this neighborhood is diminished due to flooding to one that is flourishing because of its connections with Walnut Creek.

At the broadest level, the City's Strategic Plan has consistently stated the same Goals for the community:

- Financially Sound City Providing Services Valued by the Community
- Resilient City Facilities and Infrastructure
- Revitalized 86th Street Neighborhoods
- Distinctive Clive Greenbelt
- Great Place to Live: The Premier Location for Families

The 86th Street Neighborhoods currently fall short of achieving many of the Goals and the City has begun the process of providing the resources, programs and policies to ensure the area has the best opportunity for future success. Completed in 2022, the 86th Street Neighborhoods Plan was developed to demonstrate a shared vision and direction for how each neighborhood can preserve its desirable assets, revitalize aging areas, and realize opportunities for change that improve the area and the Clive community.

The output from the 86th Street Neighborhoods plan included recommendations associated with the following goals:

Enhanced Youth Programming
Improve Trail Connections & Roadway Crossings
Create a Wayfinding System
Address Available and Quality of Housing

Celebrate Diversity and the History of the District
Provide Flexibility for Mixed Use Development
Develop Catalyst Projects
Create a Multi-Generational Hub

The key objectives associated with the University Boulevard Flood Mitigation neighborhood (aka: Flood Prone Buyout Area) included:

- Restoring buyout area as passive open space that includes restorative constructed wetlands, native upland areas, and infiltration areas that will maximize natural flood mitigation and water quality enhancements
- Creation of a passive park pattern that could be used for active recreation with improvements that are durable, resilient, and can withstand inundation of flood waters.
- Potential pedestrian/bike trail infrastructure enhancements that strengthen connections to the Greenbelt Trail and provide opportunity for passive recreation, education, and interpretation.
- Recapturing development on the edge of the floodplain that will restore lost real estate values and provide new housing opportunities.

Plan Outcomes

With a neighborhood vision and solid momentum associated with the buyout program established, the City is now ready to begin the process of figuring out “how” to transition the buyout property in furtherance of the 86th Street Neighborhood goals.

The following preliminary outcomes have been identified for the Plan and the planning process:

1. The planning process has facilitated broad discussion and resulted in consensus on the specific public and private improvement opportunities in three distinct sub-areas of the future nature-based University Boulevard neighborhood.

Stream Re-meander Sub-Area: Approximately 40-acres of Walnut Creek stream channel and floodplain area (south of University Boulevard from NW 86th Street to the railroad bridge) is envisioned to be further integrated into the City’s existing Greenbelt Park and trail. Desired improvements include stabilized stream channel, floodplain storage, ecological restoration, neighborhood trail connectivity, and passive recreational amenities.

North Walnut Creek Sub-Area: Approximately 5-acres of North Walnut Creek stream channel and floodplain area (north of University Boulevard from NW 75th Street to the creek) is envisioned to support trail connectivity and floodproofed site accommodations for the City’s water pump station (currently located in the floodway/floodplain at approximately the 7500 block of University Boulevard). Desired improvements include a trail head/trail bridge across North Walnut Creek and/or potential modification of the University Blvd bridge structure to accommodate trail connectivity, stabilized stream channel, water quality wetland and water pump station infrastructure.

University Boulevard Northside Sub-Area: Approximately 40-acres of Walnut Creek floodplain area (north side of University Boulevard from NW 81st Street to NW 75th Street) that is envisioned to become a series of multi-beneficial public and private spaces that support the active family living aspects of the neighborhood. Although the thought processes will likely be similar for each, there are three related but unique spaces to consider:

- Pocket between NW 81st Street and NW 80th Street may support floodplain storage and water quality wetland. The open space transition would be intended to support a future residential redevelopment to the north.
 - Pocket between NW 80th Street and NW 78th Street, including Lundberg Park, may support floodplain storage, water quality wetland, trail connectivity, recreational facilities and infrastructure for housing redevelopment. The open space would be intended to tightly integrate, if possible, with future residential redevelopment.
 - Pocket between NW 78th Street and NW 75th Street may support floodplain storage, water quality wetland, trail connectivity, recreational facilities and infrastructure for housing redevelopment. Several of the existing “higher” elevated commercial buildings are anticipated to be integrated rather than acquired.
2. The Plan includes a refinement of the conceptual master plan for the University Boulevard Flood Mitigation neighborhood as a whole. At a minimum, the refined conceptual master plan should include visually compelling graphics demonstrating the following:
 - Illustration of the preferred collection of neighborhood improvement projects and the relationships to the existing and future development areas
 - Renderings, sections or other similar graphics necessary to convey the overall design intent of the individual improvements
 - Logical depiction of the phased implementation of flood mitigation projects within each sub-area
 3. The Plan includes the preliminary design for each flood mitigation project advanced from the conceptual master plan (assumed 1 project in each sub-area). The preliminary design work should be completed with sufficient engineering detail to test the general suitability of the project on the landscape, identify critical coordination challenges and establish adequate detail to support a realistic opinion of probable cost and potential phasing.
 4. The planning process has resulted in the exploration and development of enhanced data, tools and other resources that support the submittal of one or more future hazard mitigation grant applications. It is expected that the City will be well positioned to efficiently leverage the work products into complete EM Grants Pro and FEMA Go funding applications by December 2025.

H&H Modeling: It is anticipated that the previously completed 2D HEC-RAS hydraulic model will be leveraged as a starting point for this project. Updates to address recent building removals and minor constructed berms, in addition to utilizing the most current LiDAR terrain data will need to be discussed. Assuming that a flood mitigation improvement in each of the 3 sub-areas passes the preliminary screening, a model run will be completed for each in order to best understand the individual benefits. Ultimately, a run that includes the combination of improvements would be expected in order to illustrate broader beneficiaries.

Stormwater Management Modeling: Although the City has asset management GIS data for the storm sewer network in the area, the City does not have any existing conditions modelling for this sub-watershed. It is anticipated that the development of a XP-SWMM (or similar) model will be necessary to understand the opportunities and constraints associated with capturing and treating stormwater from the upland areas in the University Boulevard Northside sub-area. Additionally, developing an understanding of how the overall storm sewer system would function within flood conditions should also be explored.

Costs Estimating: Realistic opinion of probable costs for each of the preferred mitigation projects will need to be developed and incorporated into the benefit cost analysis. Additionally, those improvement projects that are not determined to be viable hazard mitigation grant efforts will also need to have costs identified. Overall, it is expected that the list of all projects will be sufficiently estimated to support inclusion in the City’s Capital Improvement Plan.

Benefit Cost Analysis: The previously completed University Boulevard Flood Mitigation Plan evaluated potential flood mitigation projects utilizing the FEMA BCA Toolkit 6.0 and it is anticipated that the parcel specific framework can be leveraged in this project. It is anticipated that this project will require the incorporation of downstream benefitted properties in Windsor Heights to fully evaluate the regionalized benefits of the proposed flood mitigation improvements. The parcel specific data from the City of Windsor Heights is compiled and will be provided for incorporation in the overall BCA analysis. The City does have an interest in exploring if higher fidelity parcel specific data (ie: third-party data such as First Street) is available and would potentially aid in fully quantifying the potential benefits.

Application Support: The City is interested in exploring opportunities to develop application supporting materials (valuations, demolition costs, historic/cultural, environmental, agency concurrence, etc.) with a holistic approach rather than on an individual basis, if possible. With multiple applications anticipated, coordinating/documenting optimized processes associated with the development of grant application supporting material will be beneficial over the long run.

5. The Plan defines a detailed implementation strategy that includes identification of funding, programs and partnership opportunities. It is the City's expectation that this is more than just a listing of potential grant funding but includes specific tasks, assignments, schedules, costs and dependencies. Although the specific timing of future projects may not be fully known due to property owners individual acquisition decisions, the implementation strategy should provide a solid playbook of the critical path steps once each individual project is picked up.
6. The planning process has generated awareness of, and excitement from, multiple entities (Federal, State, Local, Non-Profit and Developers) that believe that there are mutually beneficial opportunities to partner in the implementation of improvements. The City is fully cognizant that the scope and scale of the expectations for this neighborhood are beyond the capacity of just the City of Clive, and that true success will be due to sustained engagement of many partners.
7. The planning process has provided everyone in the neighborhood an opportunity to be well informed and an opportunity to be heard. Beyond the process, the City has committed to the development of a plan that proactively seeks to define policies and focus investments that allow all neighborhood residents to enjoy the opportunity to prosper in place.
8. The Plan format is beyond a simple printed technical report summary but something that takes a form that is easy to understand, widely accessible and that can be managed over time to reflect the additional efforts taken to advance the Plan.

Project Budget

The City has obtained a \$350,000 Building Resilient Infrastructure and Communities Capability and Capacity Building grant to support the development of the Plan. As this Plan is believed to only be the first step in what is likely to be a series of planning and design projects, the City has additional funding available that can be allocated depending on the agreed upon stopping point of the Project Scoping Plan and future project implementation efforts. It is the City's desire to be as financially efficient as possible with the development of the Project Scoping Plan, however, the City fully recognizes that this foundational step is critical to get right in advance of what may be tens of millions of dollars in leveraged future investment.

Part III. SUBMITTAL REQUIREMENTS

Format

Please limit responses to a maximum of 30 total pages (cover sheets, slip sheets, etc. do not need to count against the maximum). The submittal shall be provided to the City in a PDF format.

To be considered a complete response, the following material in the exact order shall be provided. Submittals not organized according to this format may be rejected.

Cover Letter

The designated lead consultant company shall be clearly identified, and an officer of the firm shall sign the cover letter.

Consultant Team Introduction

Provide a general introduction on the makeup of the project team, including a brief history of the firm and each team member's area of expertise. Note experience of the team members working together on past projects. List the person who will serve as the main project manager throughout the project. List any functions that will be subbed out and information on the firm(s) handling the work.

Relevant Experience

Description of the last three completed projects (work that is substantially in-process is also acceptable) which demonstrates the firm's current experience and ability to complete projects of a similar size, scope and purpose. Additionally, other representative examples of completed efforts demonstrating expertise in critical components important to this project may also be provided. For each project, submit a one-page maximum narrative description of the project and any project website links. Photos or graphics depicting the projects are encouraged but are not required. The narrative description shall include the consultant of record, client name (including contact information) and a brief statement indicating the relevance of this project to the City's project. The City intends to utilize the information in this section to check references.

Project Understanding and Approach

Based on your team's understanding of the City's intent for the project, define your vision, process, preliminary scope of service, schedule and deliverables for the planning effort that will best assist the City in achieving its desired outcomes for this project. Provide any other information essential in the evaluation of your project understanding and approach which illustrates your team's unique or special capabilities to successfully undertake this type of project. Additionally, please ensure that you include a discussion on how you intend to engage with staff and leverage the City's resources. ***Respondents are encouraged to think creatively about the tools, techniques, processes you believe will help the City to be successful.***

Budget Allocation

Provide a preliminary budget allocation based on your specific approach to the project. A breakdown identifying where the budget will be spent should be clearly communicated (at a minimum, the breakdown should include the allocation for the lead consultant, sub-consultants, data or other technical services so the City has an understanding of who will be doing the work). A detailed budget corresponding with the final scope of services is intended to be negotiated with the selected consultant team.

Part IV. SELECTION PROCESS

Selection Criteria

The selection committee will evaluate the responses on a 100-point scale based on the consultant team's past experience in successfully designing multi-beneficial nature-based flood mitigation improvements and navigating complex implementation funding (30-points), the depth of the project understanding and creativity of the approach in achieving the desired outcomes (50-points) and the documented ability to complete the assignment on time and within the budget (20-points).

Selection Process

The selection committee will initially review the responses with the intent of having a short-list of teams identified by September 12, 2024. Short-listed teams will be notified by email and will be asked to present their proposals to

the selection committee. At a minimum, the project manager is expected to be present at the presentation. Additional key members of the team can be incorporated virtually. A maximum of one and half hours (1-1/2) will be allowed for each presentation. Presentations will take place at Clive City Hall (1900 NW 114th Street). Thursday, September 19, 2024, has been reserved for team presentations. The order of presentations will be determined randomly. Teams will be notified of the presentation schedule after the short-list is announced.

Following the presentations, it is anticipated that the selection committee will announce on September 20, 2024, which team is the preferred partner for this project. City staff will then work with the preferred partner to finalize the project scope of work and coordinate the execution of a contract which is intended to be presented to the City Council for approval on October 10, 2024. The proposed form of Contract is included in Appendix B.

A formal Notice to Proceed will be provided following City Council approval and is expected on October 14, 2024.

Part V. Appendix

Appendix A. University Boulevard Flood Mitigation Plan Background Report

Appendix B. Proposed Form of Contract

UNIVERSITY BOULEVARD FLOOD MITIGATION

Background Report

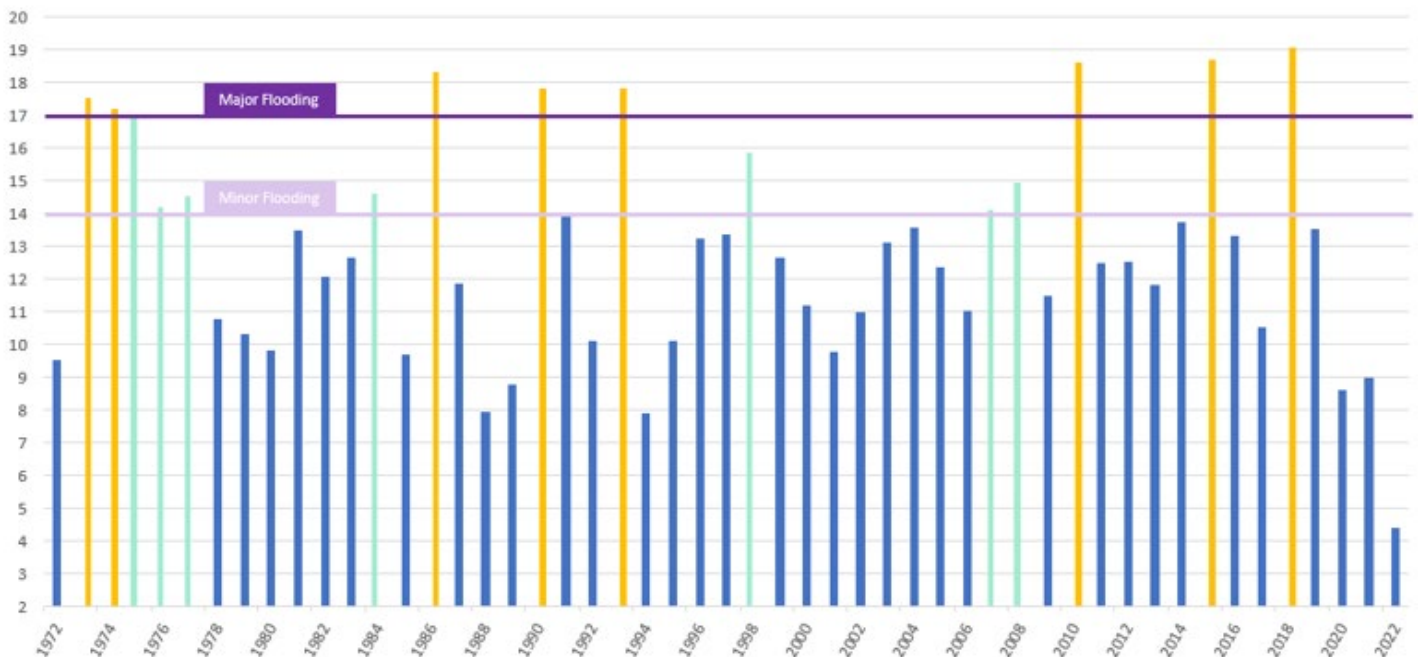


Background and Summary

The City of Clive has dealt with flooding along Walnut Creek and its tributaries since the community's inception in 1956. Early flood records indicate significant flooding events occurred along Walnut Creek in 1958, 1964, 1973 and 1986. The 1973 flood was identified as the greatest of the known floods at the time although the 1986 peak (12,500 cfs) has been suggested by local observers to have been as impactful as the 1973 flood.

Since the establishment of the USGS gauge at 63rd Street in 1973, the City of Clive has experienced a flood event more than a dozen times, including the last significant flood event in 2018 which caused over \$1.5 million in private property damage. During this period of record, Walnut Creek flooding events have generally occurred in late summer and have manifested following a period of generally higher precipitation. Once the watershed has reached general saturation, high intensity storms have produced sudden flooding with less than 6-hour warning from headwater flows reaching the vulnerable portions of the City (University Boulevard neighborhood area). Typically, flood waters have peaked in 9,000-12,500 cfs range which produces 1-3 foot flood inundation levels in those vulnerable areas. Provided that the Raccoon River is not simultaneously high, flood waters on Walnut Creek typically receded within 12 hours.

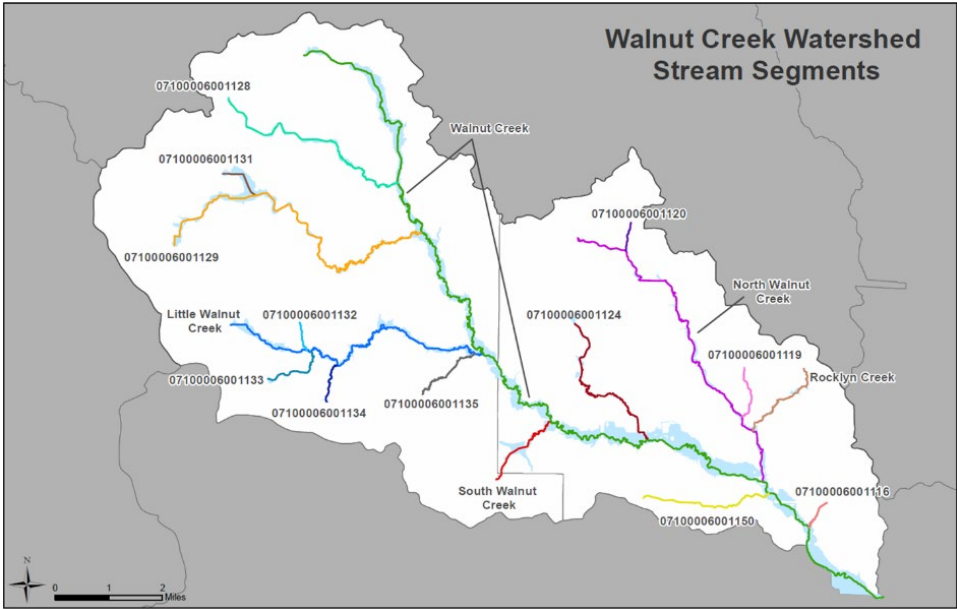
PEAK GAUGE HEIGHT (1972- PRESENT)



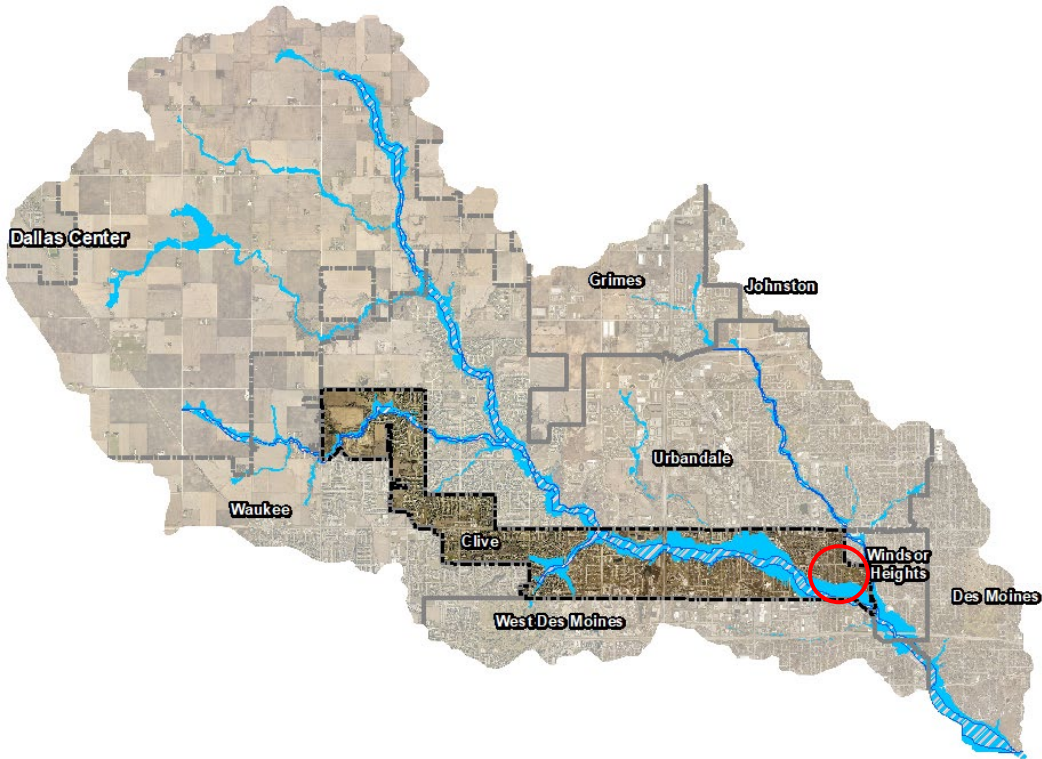
Source: Data From USGS Gauging Station #05484800

The current **Flood Insurance Study** (2019) characterizes Walnut Creek as an approximately 18.1-mile stream located within an approximately 84 square mile drainage area. At its confluence with the Raccoon River, the peak discharges have been estimated based on HEC-HMS 3.5 Hydrologic and HEC-RAS 4.1.0 Hydraulic models from 2014:

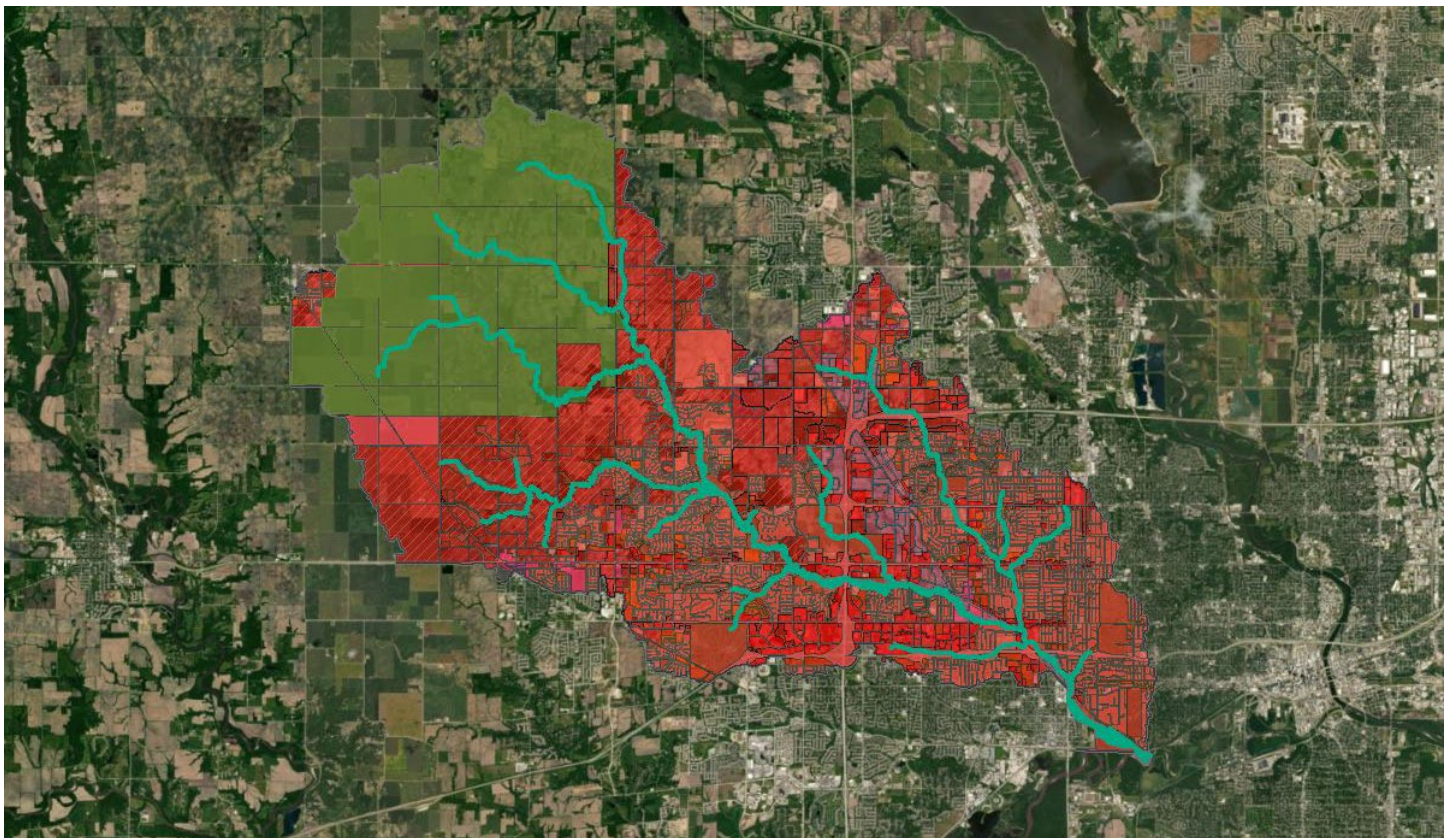
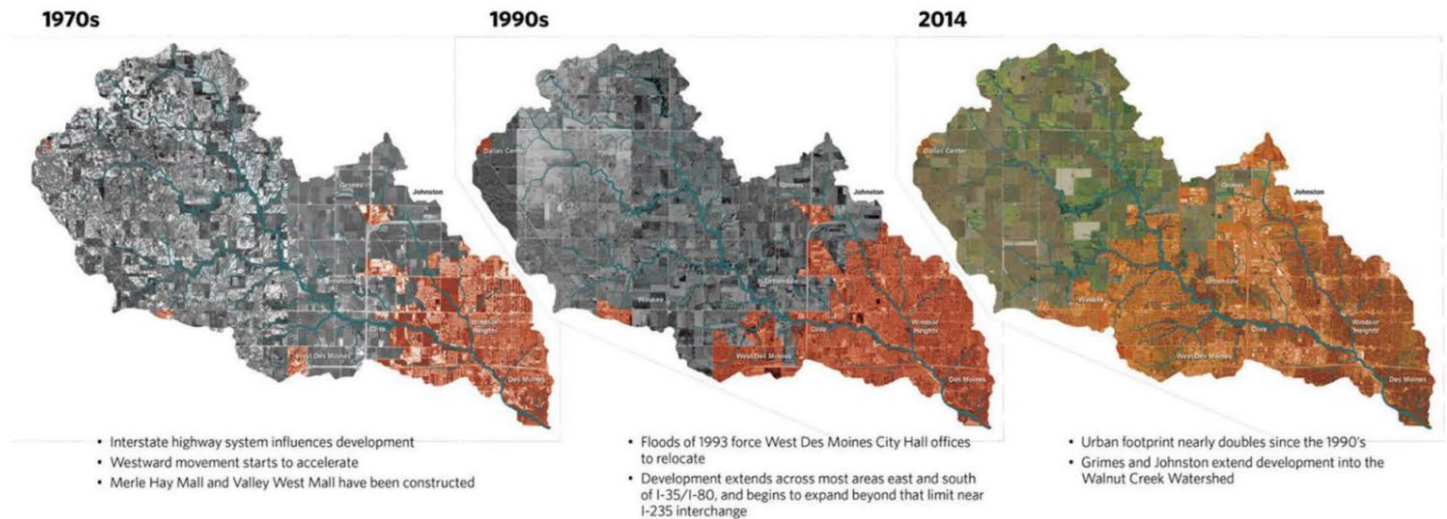
10% Annual Chance	2% Annual Chance	1% Annual Chance	.2% Annual Chance
7,300 cfs	13,450 cfs	17,000 cfs	27,000 cfs



The City of Clive is solely located within the Walnut Creek Watershed and comprises approximately 10 percent of land area within the watershed. Due to its relative position within the watershed, over 90% of the watershed drains through Clive and specifically the University Boulevard neighborhood (highlighted in the red oval in the exhibit below).



According to the **Walnut Creek Watershed Master Plan** (2016), the watershed is comprised of a range of land uses including agriculture, residential and commercial/industrial development. Approximately 50% of the watershed land use is dedicated to agricultural production, although the percentage is rapidly shrinking as the suburban communities continue to grow. For the last 40+ years, the communities have converted agricultural land to suburban landscape at a rate of approximately 400 acres per year. With the continued regional population expansion expected and the readily available infrastructure to support growth, it is expected that the rate of development in the watershed will likely continue which will result in the land use composition within the watershed of approximately 75% suburban/25% agricultural by 2050.



2050 Estimate

Approximately 12,500 acres of Agricultural land will be converted to Suburban land uses.

Rural- 25%

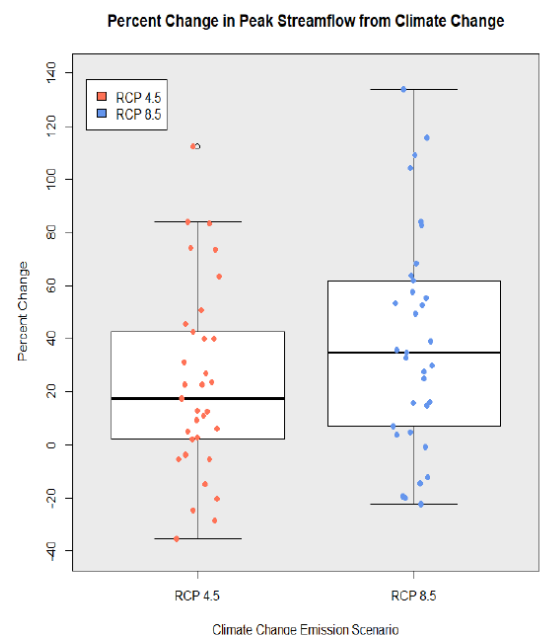
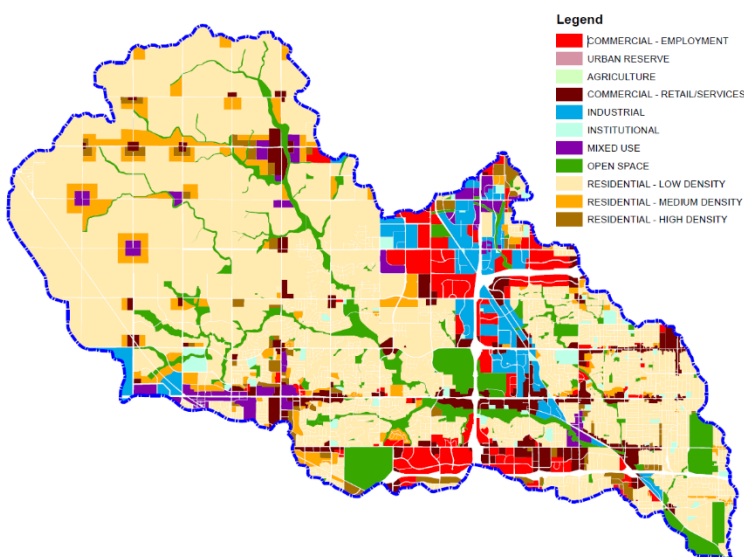
Suburban- 75%

In 2019, the City of Clive, in partnership with FEMA and ACE through the Silver Jackets program, evaluated the potential impacts from continued development as well as changing climate conditions within the watershed. The **Walnut Creek Watershed Mitigation Benefits Estimator Report** identified that base flood elevations within the watershed should be anticipated to increase as development and climate change is experienced. The analysis concluded that the changes could result in approximately 300 additional structures becoming at-risk (approximately \$6 million per year of annualized risk).

Specifically, within the City of Clive, the report concluded that approximately 396 structures were currently at-risk resulting in an annualized loss of approximately \$3.6 million dollars per year. In the future, approximately 509 structures may become at-risk, and the resulting annualized loss could be more than twice as high (\$8.7 million per year).

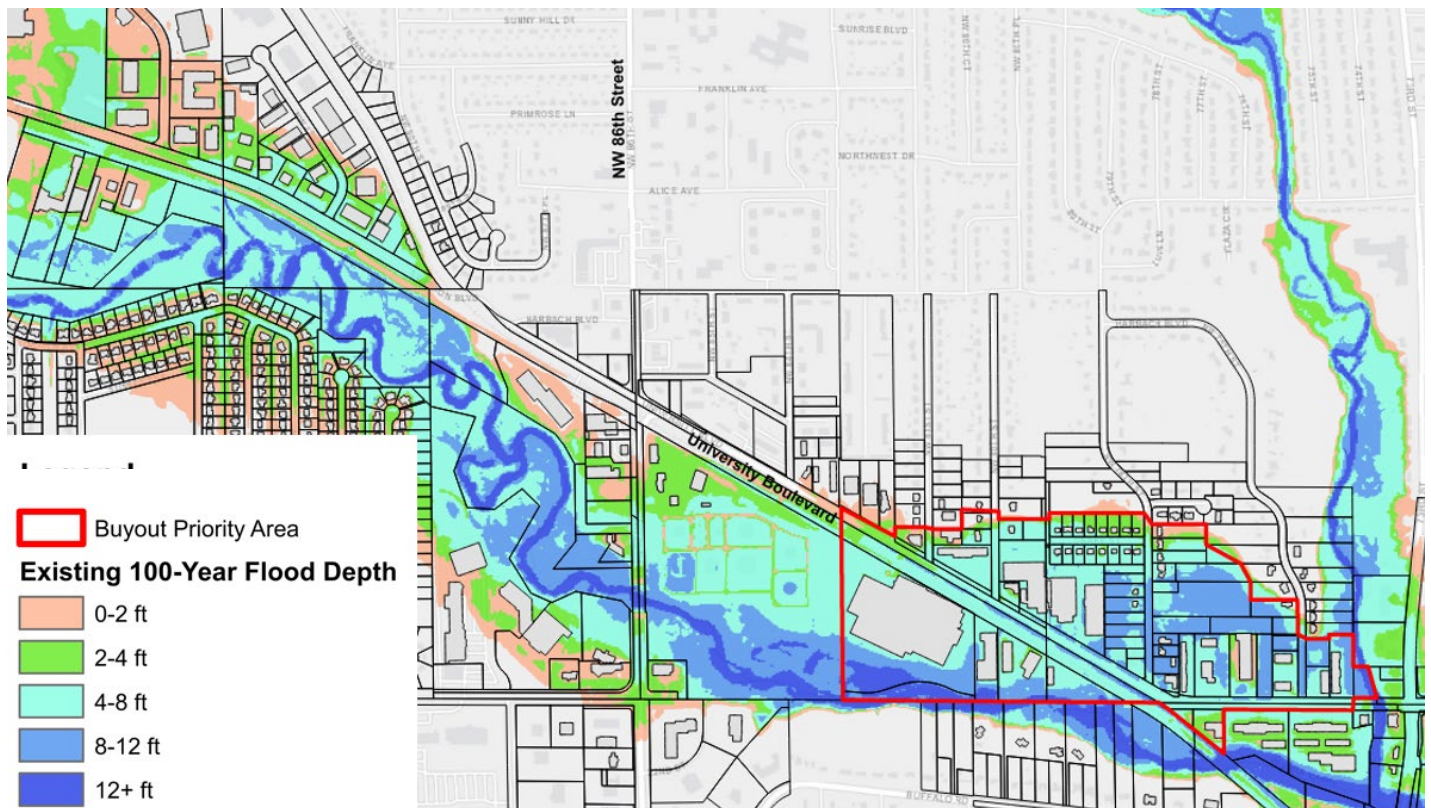
	FEMA Existing Conditions	USACE Existing Conditions	USACE Future Conditions
Summary Statistics			
Total Structures Analyzed	3,044	3,044	3,044
Structures at Risk	396	503	509
Estimated Annualized Loss	\$3,610,038	\$7,644,154	\$8,700,756
Elevation Results			
Number of Candidates (MBR ≥ 1.0)	63	118	132
Total Benefits	\$34,138,000	\$82,662,000	\$96,337,000
Total Costs	\$8,327,000	\$19,893,000	\$21,950,000
Acquisition Results			
Number of Candidates (MBR ≥ 1.0)	17	43	55
Total Benefits	\$31,267,000	\$70,119,000	\$84,891,000
Total Costs	\$19,073,000	\$28,980,000	\$32,720,000
Basement In-Fill Results			
Number of Candidates (MBR ≥ 1.0)	4	18	25
Total Benefits	\$154,000	\$806,000	\$1,246,000
Total Costs	\$113,000	\$475,000	\$693,000

In a subsequent follow up Silver Jackets project in 2022, the **Walnut Creek Watershed City of Clive, Iowa Flood Mitigation Assessment- Phase 2** report was completed. This effort focused on refining the modeling associated with climate change impacts and understanding the implications of a “fully developed” watershed. Based on the impacts to streamflow from the combined effects of climate change and land use modification, the results were used to create inundation maps of the potential changes. There is quite a bit of variability in the scenarios, however, when both land use and climate change are incorporated into the modeling, the median streamflow increase of 26% for RCP4.5 and 38% for RCP8.5 were identified. Although the goal of the project was to then be able to run the water surface elevations through the benefit costs estimator, funding did not support the completion of the effort.



University Boulevard Neighborhood

The approximately 85-acre University Boulevard neighborhood area has been subjected to repetitively damaging flood events associated with both Walnut Creek and North Walnut Creek. The location of the neighborhood within the Walnut Creek floodplain is shown in the exhibit below (highlighted in the red boundary). The photos are from the 2018 flood event and represent the typical type of flooding experienced to date. This level of flooding is generally associated with 30 to 40 percent annual chance events on Walnut Creek. The 2018 flood was influenced primarily by an approximately 500-year event on North Walnut Creek. Due to the frequency of flooding experienced, the City has developed and continually exercises a **Flood Response and Recovery Plan** (originally approved in 2011 and annually updated) which is based on an existing Flood Threat Recognition system (NWS, City of Des Moines, Iowa Flood Center, Contrail-One Rain).



Prior to the flooding event in 2018, the University Boulevard neighborhood included 65 privately owned properties containing a mix of land uses including commercial, industrial and residential. The neighborhood characteristics include:

86 total acres (including public right-of-way)
\$24.3 million in total assessed value (\$282,500/acre)
\$698,240- Annual Total property tax revenue
\$201,593- Annual City property tax revenue

Commercial (26 properties w/ 13 Pre-FIRM)		Multi-Family (2 properties w/ 2 Pre-FIRM)		Residential (37 properties w/ 36 Pre-FIRM)	
Land Value-	\$4,707,400	Land Value-	\$266,500	Land Value-	\$1,289,100
Bldg Value-	\$13,623,700	Bldg Value-	\$749,500	Bldg Value-	\$3,668,200
Total Value-	\$18,331,400	Total Value-	\$1,016,000	Total Value-	\$4,957,300

Socially Vulnerability Score- .7480

Census Tract 19153011205
Polk County, Iowa

Source: CDC.gov- https://www.atsdr.cdc.gov/placeandhealth/svi/interactive_map.html

2020 National Socioeconomic Status Score: .5212
2020 National Household Characteristics Score: .8103
2020 National Housing Type & Transportation Score: .9121

Average (.5212 + .8103 + .9121) / 3: .7480

Following the June 2018 flood, the City began the pursuit of an alternative path towards a more sustainable and resilient future for this neighborhood. The City moved from solely focusing on flood response planning to an approach where pre-disaster flood mitigation action is equally important. In order to address the immediate impacts from the flood event, the City initiated a limited flood buyout program in the fall of 2018 to address those properties that were significantly damaged. The initial reactive buyout effort included the utilization of approximately \$1 million of local money to acquire 8 residential properties.

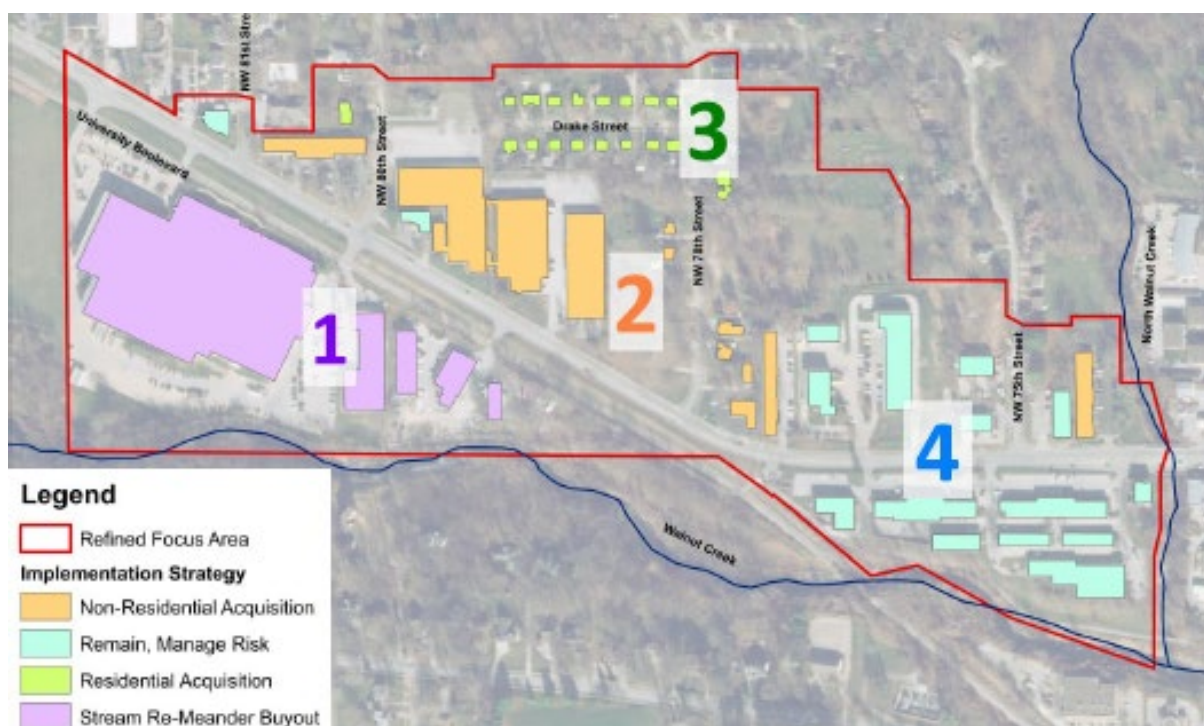
In addition to the buyout program, the City leveraged a FEMA FMA grant to undertake the development of the **University Boulevard Flood Mitigation Plan** (2022). Through the planning process, various flood mitigation alternatives were conceptualized and run through an updated 2-D HEC-RAS model and FEMA BCA Toolkit Version 6.0 model to evaluate the flood mitigation benefit-cost ratio for each. Ultimately, five alternative flood mitigation strategies were considered:

- Alternative 1: Walnut Creek Railroad Bridge Improvement
- Alternative 2: Levee and Floodwall Construction
- Alternative 3: Individual Floodproofing of Structures
- Alternative 4: Acquisition and Demolition of Structures
- Alternative 5: Stream Re-Meandering and Conveyance Improvements

Through consultation with property owners and discussions with the City Council, Alternative 4: Acquisition and Demolition of Structures was determined to be the most appropriate long-term solution for the University Boulevard neighborhood. Individually acquiring and demolishing properties with high flood risk offered the most cost-effective strategy based on the analysis completed in the University Boulevard Flood Mitigation Plan. Ultimately, this strategy resulted in a cost of approximately \$38 million and benefits of approximately \$63 million for a BCR of approximately 1.6.

Based on the implementation plan developed in the University Boulevard Flood Mitigation Plan, the City has begun the process of allocating resources and aligning funding opportunities to acquire the remaining 34 flood risk properties (19 residential and 15 commercial) generally identified in the areas identified as 1, 2 and 3 in the exhibit below. Since the start of the program, the City has acquired 21 properties leveraging approximately \$1.5 million in local funds and \$2.0 million in HMGP grants.

Property	Property Type	Funding Source	Current Status
1275 NW 75 th Street	Multi-Family	Local	Open Space
1300 NW 78 th Street	Single Family	Local	Open Space
1312 NW 78 th Street	Single Family	Local	Open Space
1355 NW 78 th Street	Single Family	Local	Open Space
1360 NW 78 th Street	Single Family	Local	Open Space
1280 NW 78 th Street	Single Family	Local	Open Space
1270 NW 78 th Street	Commercial	Local	Open Space
7811 University	Commercial	HMGP	Open Space-DR
7827 University	Commercial	HMGP	Open Space-DR
1260 NW 78 th Street	Single Family	HMGP	Open Space-DR
1301 NW 78 th Street	Single Family	Local	Open Space
1300 NW 75 th Street	Single Family	Local	Open Space
1325 NW 78 th Street	Single Family	Local	Open Space
1340 NW 78 th Street	Single Family	HMGP	Open Space-DR
1320 NW 78 th Street	Single Family	HMGP	Open Space-DR
1371 NW 78 th Street	Single Family	HMGP	Open Space-DR
7975 University	Commercial	HMGP	Open Space-DR
1444 NW 80 th Street	Single Family	Local	Acquired
7845 Drake Street	Single Family	Local	Acquired
1431 NW 78 th Street	Single Family	Local	Acquired
1393 NW 78 th Street	Single Family	Local	Acquired

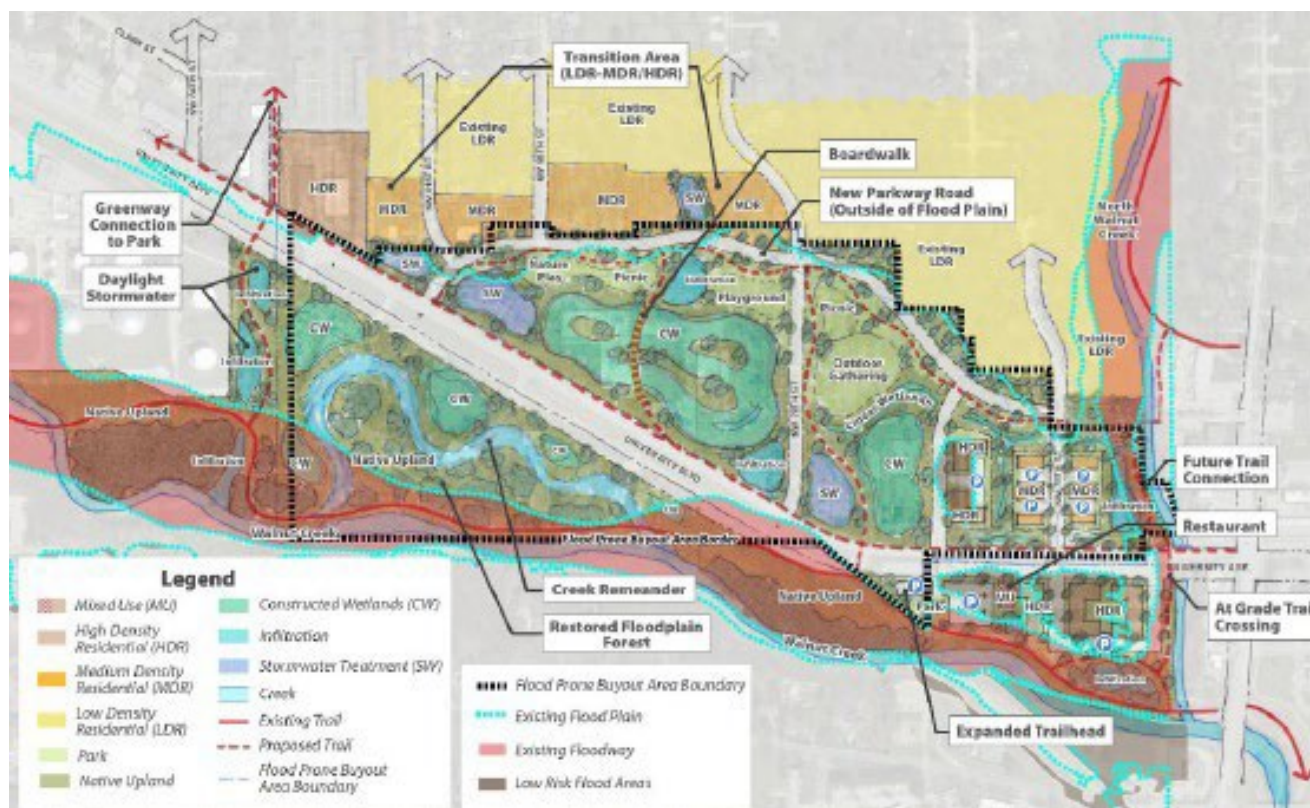


The City has approximately \$450,000 remaining on a current HMGP grant to support the acquisition of 7705 University Avenue (commercial property). The property is anticipated to be acquired/demolished once the current owner finds a new location (prior to January 2026).

Although a funding sub-award agreement has not yet been provided, the City is anticipating an approximately \$3.0 million FMA and \$11.0 million FMA Swift Current award to support the acquisition/demolition of 4 additional commercial buildings (1 building in area 1 and 3 buildings in area 3).

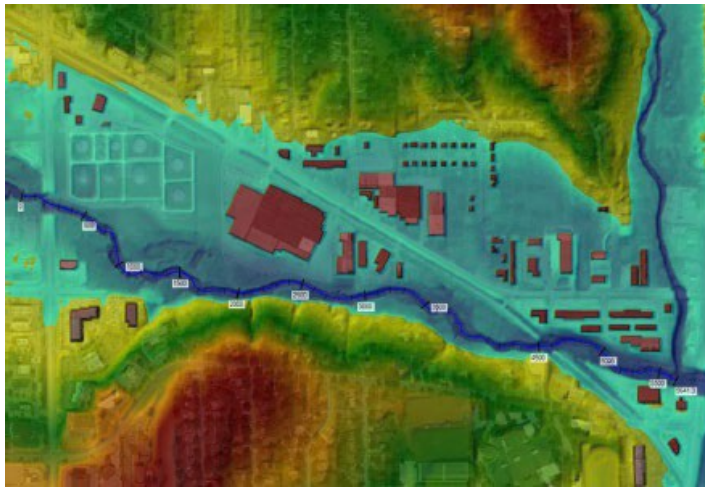
With the recent Presidentially Declared Disasters in the State, the City is anticipating the opportunity to submit an HMGP application for the acquisition of 7405 University Avenue (commercial property) and potentially one or two additional properties (NOI- \$2.5M).

Although the City's primary focus to-date involves the permanent elimination of flood risk through the acquisition and demolition of structures, the City strongly believes that there is an opportunity to leverage land use, flood mitigation, parks/open space and storm water management to create a new neighborhood that is more ecologically sound, more socially connected and more fiscally resilient over the long term. This holistic floodplain neighborhood concept was introduced during the development of the **NW 86th Street Corridor Plan (2022)** and ultimately became a significant component to the long-term re-investment strategy for the broader neighborhood area.



To begin understanding the opportunities for leveraging the land obtain through the buyout program and the potential for combining hazard mitigation funds to achieve the desired future land use, the City explored Alternative 5: Stream Re-Meander and Conveyance Improvements as part of the University Boulevard Flood Mitigation Plan. The proposed stream re-meander and conveyance improvements project was considered an ancillary alternative to potentially pair with property acquisition and demolition. The concept requires acquisition of four properties (5 buildings) south of University Boulevard.

The change in water surface elevation expected with the project provides approximately \$8.1 million of benefits within the buyout area and approximately \$16.4 million of benefits within the full study area. The estimated cost of the improvements was \$13.7 million resulting in a BCR of 1.33 (Full Study Area) and .73 (Focus Area).



Existing Conditions



Acquisition, Demolition and Stream Re-Meander

The Stream Re-Meander and Conveyance Improvements concept considered was generally limited in its scope due to the limited funding in the University Boulevard Flood Mitigation Plan project. Given previous studies and results from this effort, it is anticipated that the stream re-meander and other floodplain storage, conveyance improvements and stormwater features within the overall neighborhood area could provide additional cost-effective flood mitigation benefits for areas upstream and downstream.

Windsor Heights Connection

Immediately downstream of the University Boulevard neighborhood is the City of Windsor Heights. Although the characteristics of the flood impacts are not as acute as the City of Clive, there is a shared interest in working cooperatively as watershed partners to reduce overall flood risks in order to ensure more resilient neighborhoods over the long term.

In 2022, the City of Windsor Heights conducted the **Windsor Heights Flood Reduction and Resiliency Plan**. The key goals for the planning process included coordination/education of residents related to the new FIRM, identifying technically feasible/cost effective flood risk reduction actions and evaluation of funding potential.

Generally speaking, many of the structural improvements considered had financial/political/regulatory challenges that likely exceed the benefits. That being said, the City of Windsor Heights does have an interest in partnering on “upstream” opportunities in the event that the efforts provide measurable results. It is the City’s intent to include the City of Windsor Heights in the development of this Plan.

BRIC Application-Preliminary Project Deliverables

The narrative/outline below was the preliminary project deliverable material that was utilized in the BRIC Project Scoping grant application. Although all the information is still appropriate and will ultimately need to be accounted for in the project, the framework is only provided for general reference. It is anticipated that the specific planning process and scope of work will be customized to address the unique needs identified in the RFQ.

With a more sustainable vision established for the neighborhood, the City will need additional technical assistance to fully explore the stream re-meander and floodplain storage improvement possibilities and specifically in connecting those opportunities with the desired neighborhood land use and social fabric. Assuming that one or more of the mitigation strategies are determined to be cost-benefitted and viable to the community, the City will also need assistance in developing project prioritization and implementation strategies for what are likely to be a series of complex implementation efforts.

To most effectively leverage the substantial amount of existing data available, the City of Clive will be looking for consultant assistance with consolidating the past work into an actionable framework that supports the desired project scoping exploration associated with tangible flood mitigation project(s) that reduce flood risk and restore and enhance the natural floodplain function in this neighborhood.

The outline below is intended to provide a preliminary scope of work associated with the project.

Project Management:

Overall coordination of the project including budget control, scheduling, quality assurance/quality control and communications.

Deliverables

- Critical path schedule
- Quality control plan
- Monthly invoices and progress reports
- Monthly project status meeting

Project Kick-off:

Finalization of project process and coordination with the full Project Team. The purpose of this effort will be to provide an opportunity to clarify the project goals, objectives, timelines, deliverables, and to establish clear expectations for successful outcomes.

Preparation of meeting materials and attendance of a project kick-off meeting to discuss vision, opportunities, constraints and expectations. In addition to discussion, an on-site walk-through of the neighborhood will be completed in order to level set and ground the real work conditions.

Deliverables

- Meeting Agenda
- Meeting Minutes
- Photos/Notes Summary Memo from walk-through

Task 1: Project Understanding

The consultant shall review and analyze all previously completed plans, reports and modeling, including but not limited to the following:

- Silver Jackets- Walnut Creek Watershed Mitigation Benefits Estimator
- Silver Jackets- Walnut Creek Watershed Flood Mitigation Assessment Phase 2
- University Boulevard Flood Mitigation Plan
- Clive's 86th Street Neighborhood Plan
- Clive's Greenbelt Master Plan
- Windsor Heights Flood Reduction and Resiliency Plan
- West Des Moines Valley Junction Flood Mitigation (Levee/Floodwall) Operation Plan

The consultant will identify any missing data and determine the process of gathering the data necessary to successfully complete the project. Based on the work completed in task 1, the consultant shall present the initial findings to the Project Team.

It is anticipated that a stakeholder meeting will be conducted for the purposes of education and general project understanding.

Deliverables

- Data gaps Memo, figures/graphics as necessary
- Meeting Agenda
- Meeting Minutes

Task 2: BCA Framework

Following review of previous hydrology and hydraulic models and damage estimator products, the consultant shall develop the most appropriate framework (H&H existing/future conditions and Parcel/Building Study area size) for the future analysis of the mitigation projects explored below.

An updated 2-D HEC-RAS model shall be prepared. Limited topographic survey will be necessary to support existing LiDAR data that doesn't reflect current conditions.

An updated damage assessment estimator model will be provided that supports the full analysis of the project benefits (upstream and downstream). Development of Benefit Costs Analysis framework to support the evaluation of costs and benefits associated with mitigation alternatives to be explored in task 3.

Deliverables

- Updated and refine existing 2D HEC-RAS hydraulic model
- Updated and refine existing FEMA BCA model inputs (approximately 300 buildings)
- Framework Memo
- Meeting Agenda
- Meeting Minutes

Task 3: Mitigation Project Exploration

The consultant shall explore the opportunities and constraints associated with various flood mitigation projects. At a minimum, the following projects will be reviewed:

- Stream Re-Meander (University Boulevard): Refinement of conceptual plans and development of preferred preliminary design alignment for the re-meander of Walnut Creek from approximately NW 86th Street to the Railroad Bridge. In conjunction with the stream re-meander, additional floodplain excavation south of University Boulevard may provide additional flood mitigation benefits while enhancing the connectivity of the new stream with a more historic floodplain. This opportunity will need to be reviewed in conjunction with the existing public infrastructure (sanitary sewer, electric utility, Greenbelt Trail, railroad tracks) in the area.
- Floodplain Storage (North of University Boulevard): Development of conceptual plans for one or more floodplain excavations north of University Boulevard that provide additional floodplain storage capacity while also supporting water quality pre-treatment into the new Walnut Creek stream re-meander. This opportunity will need to consider the existing internal drainage storm sewer network and impacts to the existing roadway/utility infrastructure in the area.
- Floodplain Storage (North Walnut Creek): Development of conceptual plans for floodplain excavation on the west side of North Walnut Creek just upstream of the University Boulevard bridge. This opportunity will need to consider the existing internal drainage storm sewer network and impacts to the existing roadway/utility infrastructure in the area.

With each project, the consultant will consider and evaluate the opportunity for each of the flood mitigation projects to be successfully integrated into the adjacent public open space and/or provide equitable access that is supportive of the adjacent private real estate.

The potential impacts, benefits and costs (individually and cumulatively) on the neighborhood from the environmental, social and fiscal perspectives shall be identified in sufficient detail for each of the projects explored to provide preliminary determination that the project(s) are likely positively cost benefitted and supported by the community.

It is anticipated that a stakeholder meeting will be conducted for the purposes of gathering feedback to evaluate the community viability of the projects explored.

Deliverables

- Conceptual level design plan graphics for each alternative
- Updated XP-SWMM 2D Storm Sewer Network Model
- 2D HEC-RAS model run for each alternative
- Opinion of probable costs for each alternative
- Preliminary BCA screening results for each alternative
- Illustrative figures/graphics for each alternative
- Technical memo documenting findings
- Meeting Agenda
- Meeting Presentation Materials
- Meeting Minutes

Task 4: Project(s) Refinement

Based on the feedback received in the previous tasks, it is expected that the consultant shall refine the preferred conceptual project(s) to a preliminary design level (30% completion). The preliminary design shall clearly define the major design elements (engineering, landscape architecture and architecture) of the project and document the project's scope, schedule and budget.

Preliminary topographic survey, environmental planning, soils analysis, stream character assessment, property valuation and historic preservation review will be incorporated as necessary to sufficiently develop the plans to a level that allows for a cost benefit analysis through the FEMA BCA Toolkit.

Each project will be refined to provide a clearly illustrated understanding (graphics, video, modeling, etc.) of the phasing and potential long-term impact on the neighborhood. The overall financial impacts of each project (acquisition stage(s), construction stage(s) and long-term maintenance stage) shall be preliminarily identified.

It is anticipated that one or more stakeholder meetings will be conducted to accommodate appropriate preliminary design level feedback loops to ensure community consensus and regulatory concurrence.

Deliverables

- Updated topo and surface (CAD)
- Design Package (CAD) for each alternative
 - Existing Condition Plan
 - Demolition Plan
 - Site & Layout Plan
 - Grading Plan
 - Utility Plan
 - Landscape Plan
 - Staging Plan
- Environmental Site Analysis Report
- Geo-technical Investigation Report
- Historical Property Assessment Report
- Property Valuation Investigation Report
- Final Opinion of probable costs
- Final 2D HEC-RAS model
- Final BCA model (FEMA BCA Toolkit)
- Meeting Agenda
- Meeting Presentation Materials
- Meeting Minutes

Task 5: Documentation

Based on the work completed in the prior tasks, the consultant shall develop a project report which will support high level communications with project stakeholders. The report will include detailed implementation strategies including, but not limited to resource identification, phasing, and partnership opportunities for each project. The plan will be an attractive, meaningful and easy-to-read document.

The consultant shall gather all draft plan comments, responses and feedback and will produce a final plan draft. The consultant shall be responsible for soliciting comments on the draft plan and making edits throughout the approval process.

The report and supporting documentation shall be provided to facilitate utilization in a future Hazard Mitigation Grant Program/Flood Mitigation Assistance/Building Resilient Infrastructure and Communities or similar funding applications.

Deliverables

- Draft Report
 - Executive Summary
 - Background
 - Methodology
 - Alternatives
 - Preferred Alternative
 - Implementation (Phasing/Partnership/Funding)
 - Public Engagement Summary
 - Tables/Figures/References
- Final Illustrative Figures/Graphics
- Meeting Agenda
- Meeting Minutes
- Final Report

Plan Approval:

It is anticipated that the final report will be reviewed by the Planning and Zoning Commission prior to its consideration for adoption by the City Council. The consultant shall be responsible for the preparation of and presentation to the Planning and Zoning Commission and City Council (2 separate meetings).

Deliverables

- Presentation Materials
- File/Data Transfer Site

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO THE
UNIVERSITY BOULEVARD FLOOD MITIGATION: PROJECT SCOPING PLAN

WHEREAS, during the previous strategic planning workshops the City Council identified the development of the University Boulevard Flood Mitigation Plan as a high priority on the management agenda for 2024-2025; and

WHEREAS, the City desires to further advance the flood mitigation and neighborhood development planning for the University Boulevard Flood Mitigation neighborhood area in conjunction with a FEMA Building Resilient Infrastructure and Communities grant; and

WHEREAS, following a formal selection process the City has identified Confluence, Inc. as the preferred consultant to assist the City in the development of the plan.

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

That the Clive City Council authorizes the agreement for professional consulting services with Confluence, Inc. in an amount not to exceed \$424,550 for the development of the University Boulevard Flood Mitigation: Project Scoping Plan and authorizes the Mayor to sign said contract.

PASSED AND APPROVED this 24th day of October, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES RELATED TO
THE UNIVERSITY BOULEVARD FLOOD MITIGATION: PROJECT SCOPING PLAN**

THIS AGREEMENT made this 24th day of October 2024, by and between the City of Clive, Iowa (“City”) and Confluence, Inc., an Iowa corporation (“Consultant”).

WITNESSETH

WHEREAS, the City desires to engage the Consultant to render certain agreed upon professional consulting services for the University Boulevard Flood Mitigation: Project Scoping Plan (“Project”), and the Consultant is willing to provide such services, all upon the terms set forth below.

NOW THEREFORE, in consideration of these premises, the parties hereto agree as follows:

1. **Scope of Services:** The Consultant will undertake all of the work assigned by the City relating to the attached Exhibit A: Scope of Services.
2. **Schedule:** The Consultant’s services shall commence upon execution of this Agreement by both parties. Once approved by the City, the Consultant shall complete the tasks within the generally provided schedule identified in the Scope of Services and in no event later than December 15, 2025. City agrees that the Consultant is not responsible for delays arising from a change in the Scope of Services or delays resulting from causes not directly related to the actions of the Consultant.

The City agrees to be responsible for the timely delivery of data and support information requested by the Consultant in a manner that will allow the Consultant the ability to perform its services within the time frame noted above.

3. **Compensation:** The Consultant shall be compensated a time and material basis not-to-exceed \$420,430.00, including any authorized reimbursable expenses. Consultant will bill on a monthly basis hours of work completed, up to the maximum fee stated above. Consultant will not exceed the maximum fees stated above without written authorization from the City.

In consideration of the compensation to be paid, the Consultant will exercise reasonable skill, care and diligence in the performance of its services, and will carry out its responsibilities in accordance with the customarily accepted practices in the Consultant’s professional community.

The City agrees to pay the submitted monthly invoice amount within 30 days after receipt of Consultant’s invoice. If the invoice is not paid within 30 days, the Consultant may suspend services upon written notice to the City. If a portion of the Consultant’s statement is disputed, the City shall pay the undisputed portion by the due date. Interests on amounts due and unpaid shall accrue at the rate of 1.5% per month from date due until paid. In any action to recover payment due, Consultant shall be entitled to recover its attorney’s fees

cost. The City shall advise the Consultant in writing of the basis for any disputed portions of the statement within 7 days of receipt of invoice. Undisputed portions of the invoice shall be timely paid by City notwithstanding such disputed portions.

4. **Time and Expense Records:** The Consultant shall keep and maintain time and expense records relating to the scope of services described above, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the City. The City shall have the right to examine such records as it deems necessary upon reasonable notice to the Consultant.
5. **Authorization of Changes:** Any changes or additional work required for the performance of this Agreement and any compensation due for the provision of additional services shall only be authorized by the City in writing, and the Consultant shall first request such changes in writing prior to initiating any additional work. The Consultant shall be compensated for any additional work so approved and authorized, based upon a fee determined by the Consultant and City for such additional professional services.
6. **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 address designated below.

FOR THE CITY:

Name: City of Clive, Iowa

Attn: Matt McQuillen, City Manager

Address: 1900 NW 114th Street

City, State: Clive, Iowa 50325

FOR THE CONSULTANT:

Name: Confluence, Inc.

Attn: Mimi Wagner

Address: 525 17th Street

City, State: Des Moines, Iowa 50309

7. **Liability:** The City agrees to indemnify and hold harmless the Consultant, its staff and employees and affiliates from any and all losses of whatever kind to the extent caused by City's negligent acts, errors or omissions in the performance of this Agreement. The Consultant agrees to indemnify and hold harmless the City, its employees, officials, agents and representatives, from any and all losses of whatever kind to the extent caused by Consultant's negligent acts, errors or omissions in the performance of the professional services under this Agreement and those of its sub-consultants or anyone for whom Consultant is legally liable.
8. **Insurance:** Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to the Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant agrees that failure to maintain any of the insurance coverage's set forth

shall constitute a material breach of this Agreement. Consultant shall maintain, at its own expense, the following insurance:

- (a) Professional Liability coverage, provided by an insurance company licensed to do business in the State of Iowa, in the amount of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within 5 days of the cancellation or material alteration of the professional liability policy.
 - (b) Comprehensive General Liability coverage and contractual liability coverage by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least 30 days written notice.
 - (c) Comprehensive Automobile coverage, including owned, hired and non-owned vehicles, if any, in the amount of \$1,000,000. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least 30 days written notice.
9. **Termination:** Each party may terminate this Agreement with ten (10) days' written notice to the other party. In the event of such termination, provided the Consultant is not then in default under this Agreement, the City shall pay the Consultant its compensation and expenses to and through the actual date of termination, upon documentation of those costs by written invoice to the City. In the event of termination by either party, the Consultant agrees that the City may take possession of any work and may complete the Project by whatever means the City may select.
10. **Ownership of Documents:** Upon receipt of final payment by Consultant, all original final documents, studies or graphic materials, drawings, plans and digital files prepared by the Consultant shall be deemed property of the City except as to confidential matters or trade secrets of the Consultant (if identified as such in writing by the Consultant), but only after the final payment by the City for the same. The Consultant shall be permitted to retain copies, including reproducible copies, of the Consultant's drawings, specifications and other documents.

All final documents, studies or graphic materials, drawings, plans and digital files prepared by the Consultant are intended to provide planning concepts for future implementation, and the Consultant agrees that all such documents owned by the City can be used freely for planning purposes. The City shall prohibit any future third-party from utilizing the Consultant's drawings, specifications or other documents on other projects not authorized by the City. In the case of any future reuse of the documents by the City without Consultant's direct professional involvement, the Consultant's and Consultants' sub-consultants' names and seals shall be removed from all such documents and the Consultant shall not be liable to the City in any manner whatsoever for their reuse.

11. **Confidentiality of Findings:** Any reports, information, data or intellectual property whatsoever given or prepared as assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
12. **Public Relations:** Consultant shall have the right to retain and utilize copies of all work it produces on the Project for citation and dissemination in the Consultant's resume, brochures and other generally recognized forms of professional public relations.
13. **Severability:** Should any of the provisions of this Agreement be determined to violate any state law or City ordinance, that shall not affect the validity of the other terms of this Agreement and there shall be added to this Agreement a legal, valid or enforceable term or provision as similar as possible to the stricken provision.
14. **Applicable Law:** Parties agree that Iowa law is controlling in interpreting this Agreement.
15. **Assignment:** Consultant shall not assign this Agreement or any part hereof, or the right to any payments be received hereunder, without prior written consent of City. However, Consultant may subcontract portions of the services to sub-consultants approved by the City without violating this provision.
16. **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 in this Agreement.
17. **General Compliance:** In the conduct of the professional services contemplated thereunder, the Consultant shall comply with applicable state, federal and local laws, 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.
18. **Government Mandated Provisions:** Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's (ie: City) contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Consultant or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 2 CFR part 200 appendix II and 200.325.
 - A. Remedies. If the Consultant defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 30 days after notice of default has been given by Applicant to Consultant, then Applicant may take any one or more of the following steps, at its option:

- i. by mandamus or other suit, action or proceeding at law or in equity, require Consultant to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- ii. have access to and inspect, examine and make copies of all books and records of Consultant which pertain to the project;
- iii. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- iv. terminate this Agreement by delivering to Consultant a written notice of termination; and/or
- v. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Consultant hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. If Applicant prevails against Consultant in a suit or other enforcement action hereunder, Consultant agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

- B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A.
- C. Termination for Convenience. Applicant may terminate this Agreement at its convenience at any time. Delivery of written notice may be made by mail, fax or email.
- D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). *Davis-Bacon Act is not applicable to this Project.*
- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- K. Procurement of recovered materials (2 C.F.R. Part 200, appendix 11(J) and 2 C.F.R. § 200.322). In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired 1) Competitively within a timeframe providing for compliance with the contract schedule or 2) Meeting contract performance requirements or 3) at a reasonable price.
- L. Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has decided that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows [CFR 200.325]:
- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - ii. Prior to, or at contract execution, Contractor must provide a performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii. Prior to, or at contract execution, Contractor must provide a payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- M. Domestic Preferences for Procurement (§200.322). As appropriate and to the extent consistent with law, Consultant shall to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States.
- N. DHS Seal, Logo, and Flags. Consultant agrees that it shall not use the Department of Homeland Security (“DHS”) seal, logo, crest, flags, or likeness of DHS agency officials without specific FEMA preapproval.
- O. Compliance With Federal Law. Consultant agrees to comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures and directives.
- P. No Obligation by Federal Government. Consultant agrees that the Federal Government is not party to this agreement and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to this contract.
- Q. Program Fraud. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the

Consultant's activities pertaining to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

- R. Access To Records. Consultant agrees to provide City, State of Iowa, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, records, of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

19. **Extent of Agreement:** This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Consultant.
20. **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 hereto have caused this Agreement to be executed as of the day and year first written above,

FOR:
CITY OF CLIVE

Name: John Edwards

Signature: _____

Title: Mayor

Date: _____

FOR:
CONSULTANT

Name: Terry Minarik

Signature: _____

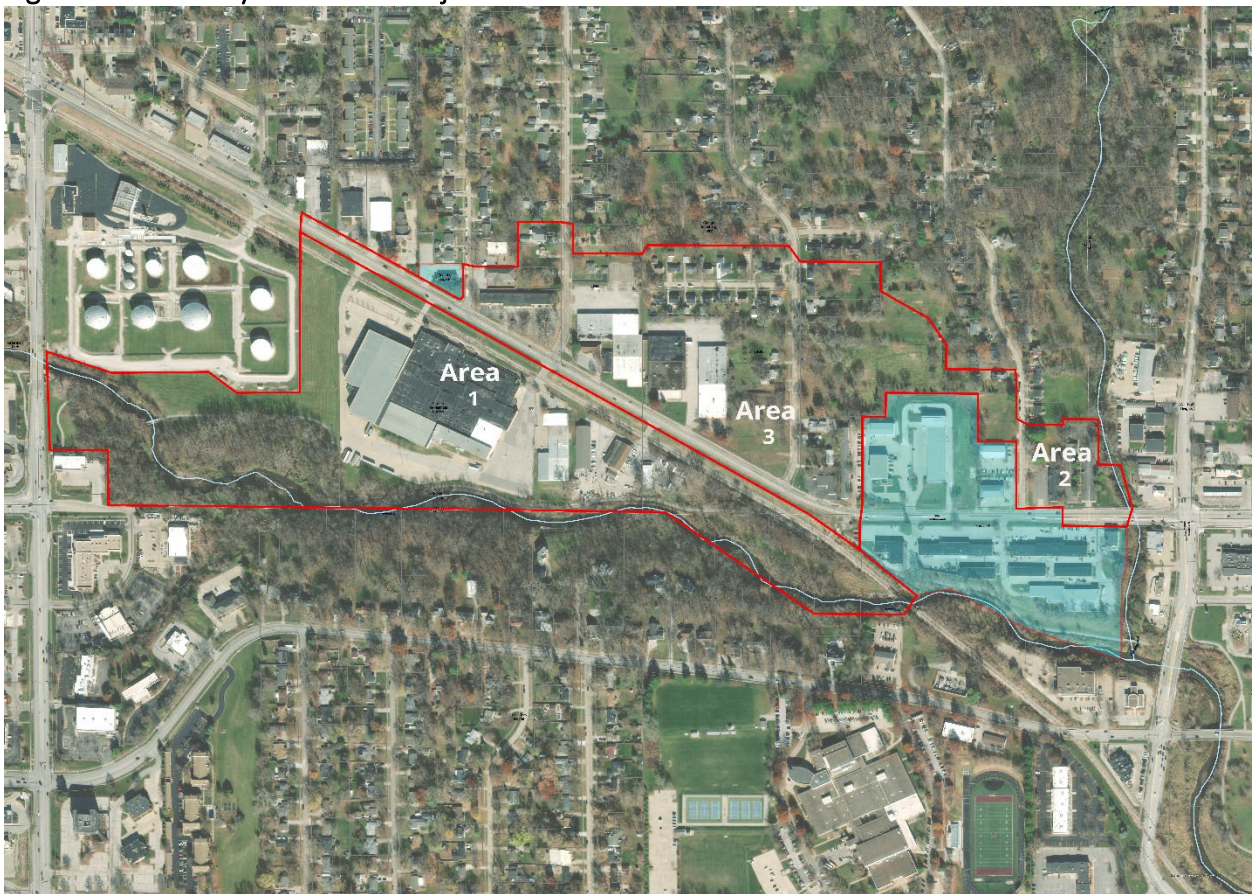
Title: Partner

Date: _____

EXHIBIT A Scope of Services

This work includes the advancement of riverine and stormwater modeling in support of conceptual/preliminary engineering, BCA refinement, and funding strategy. **Figure 1** illustrates the project area. Area 1 focuses on stream re-meandering and floodplain storage for Walnut Creek; Area 2 focuses on stream re-meandering and floodplain storage for North Walnut Creek; and Area 3 includes floodplain storage, stormwater management and integration of water pump station north of University Boulevard. In each Area, considerations for balancing the technical flood mitigation components and the need for an interesting public realm will be incorporated.

Figure 1. University Boulevard Project Area



Task descriptions, assumptions, and deliverables are detailed below. Subtask leadership is indicated in parentheses; leadership is joint between Confluence, Dewberry, Barr, and Snyder if no leadership is listed.

TASK 1 PROJECT MANAGEMENT

Project management includes budget control, scheduling, quality assurance/quality control, overall coordination of the project, and client communications.

Task 1.1 Project Scheduling and Coordination (Confluence)

A Critical Path Schedule, or similar detailed timeline, will be developed and maintained jointly with the Client. The schedule will include meetings, active work periods, and deliverable due dates, and will be coded for firm responsibility. The schedule will be updated as needed to maintain the overall project timeline.

Task 1.2 Quality Assurance/Quality Control (Confluence)

A quality control plan will be developed to describe the practices and standards utilized to maintain high-quality execution throughout the project. The Project is being partially funded through a FEMA Building Resilient Infrastructure and Communities (BRIC) subaward agreement (EMK-2022-BR-003-0003) and all work shall be performed to meet FEMA requirements.

Task 1.3 Meetings (Confluence)

A monthly Client Team call schedule will be developed. These meetings will be used to present deliverables or progress materials, provide updates, and discuss pertinent issues. Agendas and Meeting Summaries will be prepared for these meetings, and the meetings will be recorded. Additional meetings between the Client and the Team will occur as necessary.

DELIVERABLES

- Critical Path Schedule
- Quality Control Plan
- Summary Notes – Monthly Client Team Meetings
- Recordings – Monthly Client Team Meetings

TASK 2 PROJECT UNDERSTANDING

The first step for this phase will be a review of existing data related to the project and limited data collection. The objectives of this task are to develop an understanding of past work, identify information that is needed to advance the project to the next milestone, and collect information needed to complete the technical analyses in subsequent tasks. This will involve a data gaps analysis, a stream assessment, a base map, the development of a benefit cost analysis (BCA) framework, and a review of funding strategies.

Task 2.1 Review Past Work and Gap Analysis

Review and catalog past reports, models, and field data to understand the work completed previously and identify gaps in the data and analysis that need to be filled to advance the project. The review will include but is not limited to the following:

- Silver Jackets- Walnut Creek Watershed Mitigation Benefits Estimator
- Silver Jackets- Walnut Creek Watershed Flood Mitigation Assessment Phase 2
- University Boulevard Flood Mitigation Plan
- Clive's 86th Street Neighborhood Plan
- Clive's Greenbelt Master Plan
- Windsor Heights Flood Reduction and Resiliency Plan
- West Des Moines Valley Junction Flood Mitigation (Levee/Floodwall) Operation Plan
- Soils and Geology Review: Soil Boring Data
- City GIS data for storm sewer, sanitary sewer, potable water, and other utilities
- Private utility mapping data
- LiDAR and related topographic data
- Historic, environmental records and imagery
- 2019 Stream Assessment
- Hydraulics models and associated documentation (e.g., 2D HEC-RAS)
- Stormwater models and associated documentation (e.g., XP-SWMM)
- Phase 1 and Phase 2 Contamination Reports

We will prepare a memo summarizing the data review and providing recommendations for additional data collection and analysis needed to meet project objectives.

Task 2.2 Facilitate Policy Stakeholders (Clive Staff) Work Session

This is a virtual work session for Clive city staff and policy stakeholders facilitated by the Confluence Team. The purpose is for the Project Team to share the contextual materials and conditions surrounding the project and for participants to ask questions and confirm their understanding is consistent with this information. Participants will have the opportunity to confirm that their understanding is consistent with the contextual conditions and/or share their ideas and information for this project.

Task 2.3 Stream Assessment (Barr)

A stream assessment following Iowa River Restoration Toolbox (IRRT) methodology will be conducted for approximately 4,500 feet of Walnut Creek from the Railroad Bridge to 86th Street, and on North Walnut Creek from University Boulevard extending upstream approximately 1,500 LF. All locations referenced refer to Figure 1. This task includes collection of the following data:

- Walk both creek channels to become familiar with channel characteristics
- Survey channel dimensions:
 - 5 Walnut Creek channel cross sections within Area 1
 - Up to 3 Walnut Creek reference cross sections upstream of Area 1, if deemed applicable during Stream Assessment.
 - 3 North Walnut Creek channel cross sections within Area 2
 - One of the 3 cross sections will be the University Avenue bridge opening.

- Longitudinal Profile of channel thalweg and water surface elevation for Walnut Creek for approximately 4,500 LF between 73rd Street and 86th Street.
- Longitudinal Profile of channel thalweg and water surface elevation for North Walnut Creek from confluence with Walnut Creek to 1,500 LF upstream of University Boulevard.
- Collect georeferenced ground photos
- Identify sediment characteristics per IRRT
- Identify riffle-pool structure, if present
- Collect geomorphic measurements to inform desired channel dimensions
- Explore upstream watershed; collect potential reference reach channel measurements if suitable reach is identified (we are assuming a suitable reach may not exist).
- Results will inform Task 4.2

Task 2.4 Topographic & Survey

To be provided by Snyder and Associates under separate professional services agreement with the City.

Task 2.5 BCA Framework and Funding Strategy (Dewberry)

Past BCA work from University Boulevard and Windsor Heights will be leveraged into a combined model to assess benefits from designs considered under this scope.

Additionally, the team will conduct a funding strategy review by assessing promising state and federal funding programs that could support future design and implementation work. This task will involve:

- Create combined BCA model that includes University Boulevard study area and relevant Windsor Heights buildings, primarily along North Walnut Creek
- Inventory and map current acquisition status within the project area to understand potential timelines, reuse options, and cost-effectiveness sequencing (i.e. maintaining passing BCAs for each phase of acquisition)
- Identification of future reuse goals. Setup of FEMA vs non-FEMA BCA/prioritization approach
 - FEMA: flood damages avoided, ecosystem services, social and equity, loss of utility and other services
 - Non-FEMA (as decided): economic development, property value impacts, community interest and appeal
- Update building replacement and net values based on
 - Appraisals from high-value non-residential properties (to be completed outside of the scope of this contract)
 - Review of assumptions for non-appraised acquisition cost determination
 - Review of building replacement value assumptions based on Polk County Assessor

- FEMA prescribed adjustments for equity including consideration of neighborhood social vulnerability
- Review of promising state, federal and NGO/foundation funding sources and preliminary strategy development based on funds available, connections to stakeholders, and chances of success.
- Identify targeted list of opportunities, establish contacts with technical stakeholders or partners such as state agency leaders, and NGO/foundations

Task 2.6 Technical Stakeholders / Partners Listening Session 1

Stakeholders/Partners identified in Task 2.5 will be invited to a Listening Session to review and solicit ideas for floodplain mitigation options, potential benefits, and funding strategies. Up to two listening sessions will be offered to accommodate schedules.

ASSUMPTIONS

- The team will focus on three general areas for analysis and concept development.
 - Area 1 South of University Boulevard
 - Area 2 North Walnut Creek near confluence with Walnut Creek
 - Area 3 North of University Boulevard
- City will provide electronic copies of relevant files, reports and drawings for the Confluence team to review
- Incorporation of previously considered structural flood control projects (new roadway bridge/new railroad bridge/levees/walls) is assumed not necessary.
- The BCA will leverage the analysis from the University Blvd and Windsor Heights study and City will provide necessary updated parcel/building information
- The BCA may consider additional FEMA benefits such as loss of utility service and loss of business revenue for high-value non-residential properties in Area 1 depending on availability of data from the City
- The BCA will consider non-FEMA economic development parameters, including incorporation of future watershed conditions, as identified during the project goals discussion. These impacts may be considered on a qualitative basis if quantification is not feasible within the current BCA framework and data availability
- The funding strategy review will primarily focus on non-FEMA Hazard Mitigation Assistance (HMA) funding sources since those are well known to the team and have limitations on post-mitigation use. However, deliverables will be developed to satisfy HMA requirements for project scoping funds given the funding source for this project work

DELIVERABLES

- Meeting Minutes
- Memo - Data Review and Gaps

- Memo – Stream Assessment Summary
- Topographic Base Map data
- Drone Photogrammetry data
- Memo - BCA Model Framework and Preliminary Funding Strategy
- Agenda – Technical Stakeholders / Partners Listening Session
- Summary Notes – Technical Stakeholders / Partners Listening Session

TASK 3 TECHNICAL ANALYSIS & BCA UPDATE

Once data review and collection are complete, the next step is to develop and refine the tools we will use to analyze design configurations for flood mitigation, channel re-meandering, stormwater management, and quantifying project benefits. This will involve updating the floodplain hydraulics model, developing an urban stormwater model, and making initial runs through the BCA model. At this time, we will also do a desktop review of potential environmental review permitting that would need to be done for projects using federal funding.

Task 3.1 Flood Model Review, Refinement, and Analysis (Barr)

The previous planning study involved the development of a 2D HEC-RAS model for the Walnut Creek watershed. The model was used to do a high-level screening analysis of potential flood mitigation alternatives. We will review and refine a copy of this model to create the basis for evaluating alternatives. This task will involve:

- Reviewing model inputs and outputs to confirm that they are representative of real-world conditions.
- Identifying model refinements needed to do a more detailed analysis of specific alternatives.
- Creating an existing conditions surface that reflects 2020 LiDAR and topographic survey collected for the project.
- Refining the 2D mesh in the project area to better simulate channel hydraulics, berms, and bridges.
- Verifying model inputs such as roughness values and hydraulic structures.
- Developing an existing conditions model that produces hydraulic profiles that are reasonably similar to the effective FEMA model results in the Polk County Flood Insurance Study.
- Documenting model development.

Task 3.2 Stormwater Model Development and Analysis (Barr, Confluence)

We will leverage existing SWMM-based models and City GIS data to develop a 2D SWMM-based model of existing conditions for the study area. We will use the model to evaluate alternatives for creating stormwater management basins and wetlands in the floodplain that improve water quality and provide flood storage. Preliminary design and siting of the basins and wetlands will be integrated with schematic site design for future public use of the Areas. This task will involve:

- Alternatives will consider the future use of the site as well as stormwater and flood storage
- Developing model inputs using GIS (e.g., trunk storm sewer network from City GIS data, drainage area delineation, land use classification, LiDAR topography, topographic survey)
- Define hydrologic events to simulate with the model (e.g., 50%, 10%, 4%, and 1% annual exceedance probability storms)
- Verifying that existing conditions model results are consistent with available information from past large storm events
- Perform high-level evaluation of water quality performance of proposed basins and wetlands in the floodplain, including evaluation against NURP pond sizing and other best management practice (BMP) sizing criteria
- Document model development

Task 3.3 BCA Model Update and Alternatives Approach (Dewberry)

The team will develop and run the existing conditions BCA model run based on progress during Task 2. This will produce preliminary BCA results based on modeling and

- Update the BCA model with insights and feedback from Task 2
- Initiate and finalize existing conditions (building acquisitions) model run using results from Task 3.1 and 3.2. This will include initial BCRs for acquisition projects
- Include high-level consideration of potential alternatives for Area 1, 2, and 3 in support of benefit determination and eventual preferred alternative selection

Task 3.4 Desktop Environmental Reviews (Barr, Confluence, Snyder)

We will complete a desktop analysis for the following permitting categories to identify potential issues that may need to be considered in the alternatives process and may need to be more fully studied prior to final design:

- Wetlands
- Hazardous, Toxic, and Radioactive Waste (HTRW)
- Threatened and Endangered Species (T&E)
- Phase 1A Archaeological Reconnaissance Survey

ASSUMPTIONS

- The 2D HEC-RAS model from 2022 University Blvd study will be the basis of hydraulic modeling for this effort.
- The 2D HEC-RAS model is not intended to be used as the FEMA regulatory model, at this time. This study does not include any CLOMR or LOMR work.
- The SWMM modeling will leverage the Linnan Park XP-SWMM model.
- The SWMM model will have limited detail (i.e., not catch basin level).
- Evaluate up to 4 alternatives using the 2D HEC-RAS model

- Simulate up to 4 flood events in the 2D HEC-RAS model (e.g., FEMA profiles: 10%, 2%, 1%, 0.2% annual exceedance probability floods)
- Evaluate up to 4 alternatives using the SWMM model
- Simulate up to 4 storm events in the SWMM model
- The project team will not produce a full BCA run for all alternatives, benefit considerations will leverage past work and qualitative review of flood model results to make informed decisions about alternative preferences and project goals
- The project team cannot guarantee BCA or future grant outcomes
- This scope does not include preparation of grant applications for FEMA or other. However, deliverables will be developed to be able to easily support HMA grant application requirements as needed.

DELIVERABLES

- 2D HEC-RAS model and documentation
- 2D SWMM model and documentation
- Memo – Environmental Desktop-Review Findings and Recommendations
- Phase 1A Report – Archaeological Reconnaissance Findings and Recommendations
- Updated BCA Tool in spreadsheet and FEMA BCA Toolkit version 6.0 format
- Memo – High-level BCA results and maps

TASK 4 MITIGATION PROJECT EXPLORATION

The final step for this phase of the project will be to use the technical analysis tools to explore mitigation project options and develop concept plans that can be used to apply for funding. This will involve using the models developed in Task 3 to quantify the flood risk reduction and stormwater management benefits from proposed changes in the study area. Sizing and location of all proposed stormwater ponds and wetlands, channel re-meandering, and flood plain excavations will be studied with the end goal of creating meaningful future open space in conjunction with the flood mitigation features.

Task 4.1 Flood Risk Reduction and Stormwater Management Analysis

The proposed changes to the floodplain within the study area would re-meander stream channels, lower overbank areas adjacent to the channels, and create wetlands and stormwater ponds in the buyout areas.

We will use the HEC-RAS model to simulate how these features affect floodplain hydraulics. The creation of additional floodplain storage is expected to lower peak flood levels. We will use the modeling to show whether these benefits extend upstream and downstream of the project area.

We will use the SWMM model to simulate a range of storm event sizes to quantify how much the wetlands and stormwater ponds reduce peak flows for the local watershed and what flood mitigation benefits that provides. Stormwater ponds and wetlands will be sized to balance pollutant removal based on the size of the contributing drainage area to each basin and future use of the land for public open space.

This task will involve:

- Preliminary sizing of ponds and wetlands based on available footprint, contributing drainage area, potential water quality treatment, and potential flood storage.
- For each of the three areas, develop up to 3 schematic design site alternatives for open space integrating public land uses with initial pond, wetland, and excavated floodplain locations and limits.
 - Future public open space uses under consideration include Greenbelt Trail extensions between adjacent neighborhoods, trail hubs and nodes, ecosystem restoration, wildlife viewing areas, gathering spaces, natural surface walking trails to the river's edge, urban agriculture, and other passive recreation uses.
- Defining a proposed conditions surface for the overall project area.
- Complete a sensitivity analysis to see how much alternative configurations affect floodplain hydraulics.
- Selecting a preferred design configuration to advance to preliminary design for Areas 1, 2, and 3.

Task 4.2 Area 1 Preliminary Design – Walnut Creek, South of University Blvd

We will meet with the Project Team to get concurrence on a preferred schematic site design alternative for the stream re-meander, floodplain excavation, and open space development for Walnut Creek. We will then develop preliminary design drawings, costs, and basis of design documentation for the preferred alternative. This task will involve:

- Facilitate design concepts and gather feedback from Project Team on preferred alternative.
- Create 30% drawings for the preferred alternative with the following sheets
 - Cover
 - Existing Site Grading
 - Proposed Site Grading
 - Hardscape/Landscape Layout
 - Vegetation Establishment Plan
 - Signage Plan
 - Utility Layout, if applicable
 - Typical Stream Cross Section(s)
 - Typical Pond/Wetland Sections
- Develop a Class IV Opinion of Probable Cost as needed for preliminary BCA
- Document the basis of design in the project report

- Rendered site plan and 3D renderings and animations with fluctuating water levels to illustrate proposed design.

Task 4.3 Area 2 Preliminary Design – North Walnut Creek

We will meet with the Project Team to get concurrence on a preferred schematic site design alternative for stream re-meander, floodplain excavation, and open space development for North Walnut Creek and relocation of the pump station. We will then develop preliminary design drawings, costs, and the basis of design documentation for the preferred alternative. This task will involve:

- Facilitate design concepts and gather feedback from Project Team on the preferred design alternative.
- Develop a Class IV Opinion of Probable Cost as needed for preliminary BCA
- Create 30% drawings for the preferred alternative with the following sheets:
 - Cover
 - Existing Site Grading
 - Proposed Site Grading
 - Hardscape/Landscape Layout
 - Vegetation Establishment Plan
 - Signage Plan
 - Utility Layout, if applicable
 - Typical Stream Cross Section(s)
- Document the basis of design in the project report
- Rendered site plan and 3D renderings and animations with fluctuating water levels to illustrate proposed design.

Task 4.4 Area 3 Preliminary Design – Stormwater Ponds, North of University Blvd

Schematic designs for this area will investigate opportunities to integrate with/facilitate new development along the north boundaries with the goal of understanding if pockets of land would be meaningful for redevelopment and are realistic to advance. We will meet with the project team to get concurrence on a preferred design schematic site design for configuration of the floodplain integrating public open space uses with wetlands and stormwater ponds north of University Blvd. We will then develop 10% schematic design drawings, costs, and basis of design documentation for the preferred alternative. This task will involve:

- Facilitate design concept and gather feedback from Project Team on the preferred design alternative
- Develop a Class IV Opinion of Probable Cost as needed for preliminary BCA
- Create 10% drawings with the following sheets
 - Cover
 - Existing Topography
 - Proposed Site Grading
 - Data Table with Typical Pond/Wetland Information
 - Site Plan Layout

- Conceptual Vegetation Plan
- Document the basis of design in the project report
- Rendered site plan and 3D renderings and animations with fluctuating water levels to illustrate proposed design.

Task 4.5 Select Preferred Alternative and Update BCA

We will use the BCA model developed under Task 2 and 3 to calculate the benefit cost ratio (BCR) associated with the preferred alternatives for the three project areas. This task will involve:

- Present high-level alternative results to the City and select the preferred alternative for Areas 1, 2, and 3.
- Calculate BCRs for Areas 1, 2, and 3 respectively and for all the areas combined
- Document the BCA results, including qualitative analysis, in the project report

Task 4.6 Technical Stakeholders / Partners Listening Session 2

A second listening session will be conducted with Technical Stakeholders / Partners whose programs have a direct relationship with the preferred alternatives selected through this planning. The purpose of the second session is to share information about future implementation strategies, answer questions, and solicit feedback.

Task 4.7 Pre-Final Neighborhood Meeting

The City will contact adjacent property owners and invite them to an in-person update meeting. Graphics and information related to the preferred alternative for all Areas will be presented and discussed.

Task 4.8 Project Report

We will document the basis for design in a preliminary design documentation report. The report will provide a high-level summary of the technical analysis used to develop the preferred alternatives and summarize the BCA analysis for those alternatives. Technical memorandums and reports developed in this phase will be included as attachments to the project report.

Task 4.9 Final Presentation – City Council (Confluence)

We will prepare a slide deck and present at City Council upon completion of the project.

ASSUMPTIONS

- The opinion of probable cost will only be developed for the preferred alternative for each of the three areas.
- The BCA results will be compatible with FEMA BCA Toolkit version 6.0 and will be used to evaluate the preferred alternatives individually and collectively.
- We will respond to one round of comments from the City on draft deliverables.

DELIVERABLES

- Updated 2D HEC-RAS model and documentation
- Updated 2D SWMM model and documentation
- Preliminary Design Drawings
- Opinions of Probable Cost
- Updated FEMA BCA Model Results
- Project Report
- Compilation of illustrative renderings and animated videos of proposed design for the three areas prepared in previous tasks into one video
- One page (one-sided) flyer with summary text and illustrations for the three areas suitable for public distribution
- City Council meeting presentation (final approval/acceptance of project)

COMPENSATION

The Confluence Team will complete the services described above on a time-and-materials-basis plus reimbursable expenses (travel, printing, etc.) for a total not-to-exceed fee of \$420,430. Table 1 details these costs on a per-task basis.

Table 1.

Task 1 Project Management	\$81,385
Task 2 Project Understanding	\$65,010
Task 3 Technical Analysis & BCA Update	\$84,455
Task 4 Mitigation Project Exploration	\$189,580
TOTAL	\$420,430

PROJECT SCHEDULE

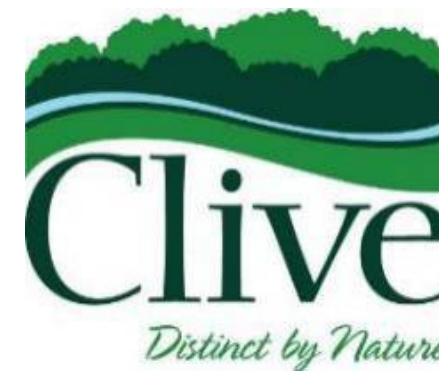
We anticipate the following timeline and estimated completion dates no later than indicated below.

Table 2.

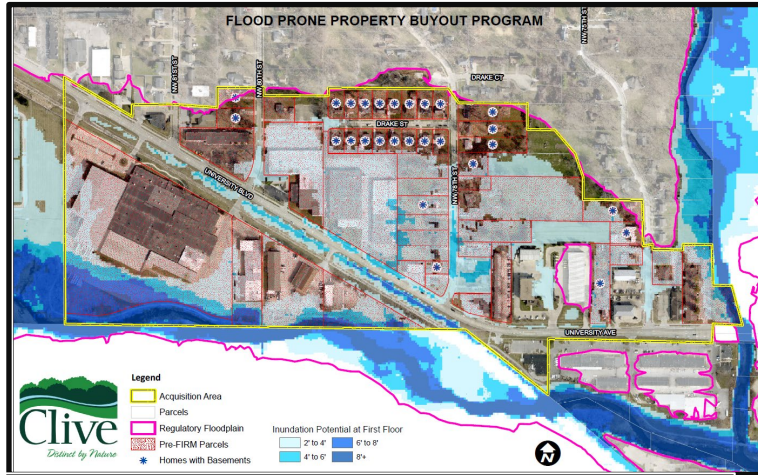
MILESTONE	COMPLETION DATE
NOTICE TO PROCEED	10/25/2024
POLICY STAKEHOLDERS (CLIVE STAFF) WORK SESSION	11/14/2024
TECHNICAL STAKEHOLDERS / PARTNERS LISTENING SESSION 1 OF 2	12/1/2024
TASKS 1, 2, 3 COMPLETE	2/28/2025
PUBLIC REALM DESIGN ALTERNATIVES	3/28/2025
PREFERRED ALTERNATIVE SELECTED FOR PUBLIC REALM OPEN SPACE DESIGN	6/13/2025
FINAL PLAN PRODUCTS REVIEW	7/18/2025
PENCILS DOWN – ALL CALCULATIONS AND ESTIMATES COMPLETE, DECISIONS MADE	8/22/2025
REVIEW PLAN SETS COMPLETE	10/11/2025
DRAFT FINAL REPORT DELIVERED	11/1/2025
FINAL REPORT AND PLAN SETS DELIVERED, CITY COUNCIL PRESENTATION	12/12/2025



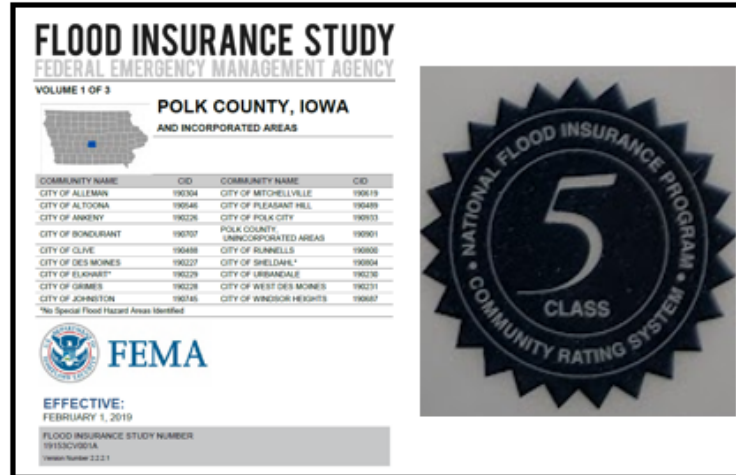
University Boulevard Flood Mitigation- Project Scoping Plan



Flood Mitigation Actions



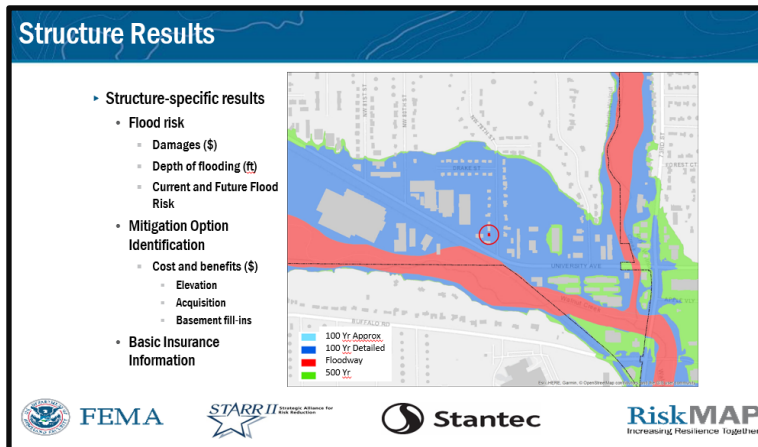
2018 Floodprone Property Buyout Program



2019 FIRM Update & CRS Program Launch



2019 HMGP Acquisition and Demolition



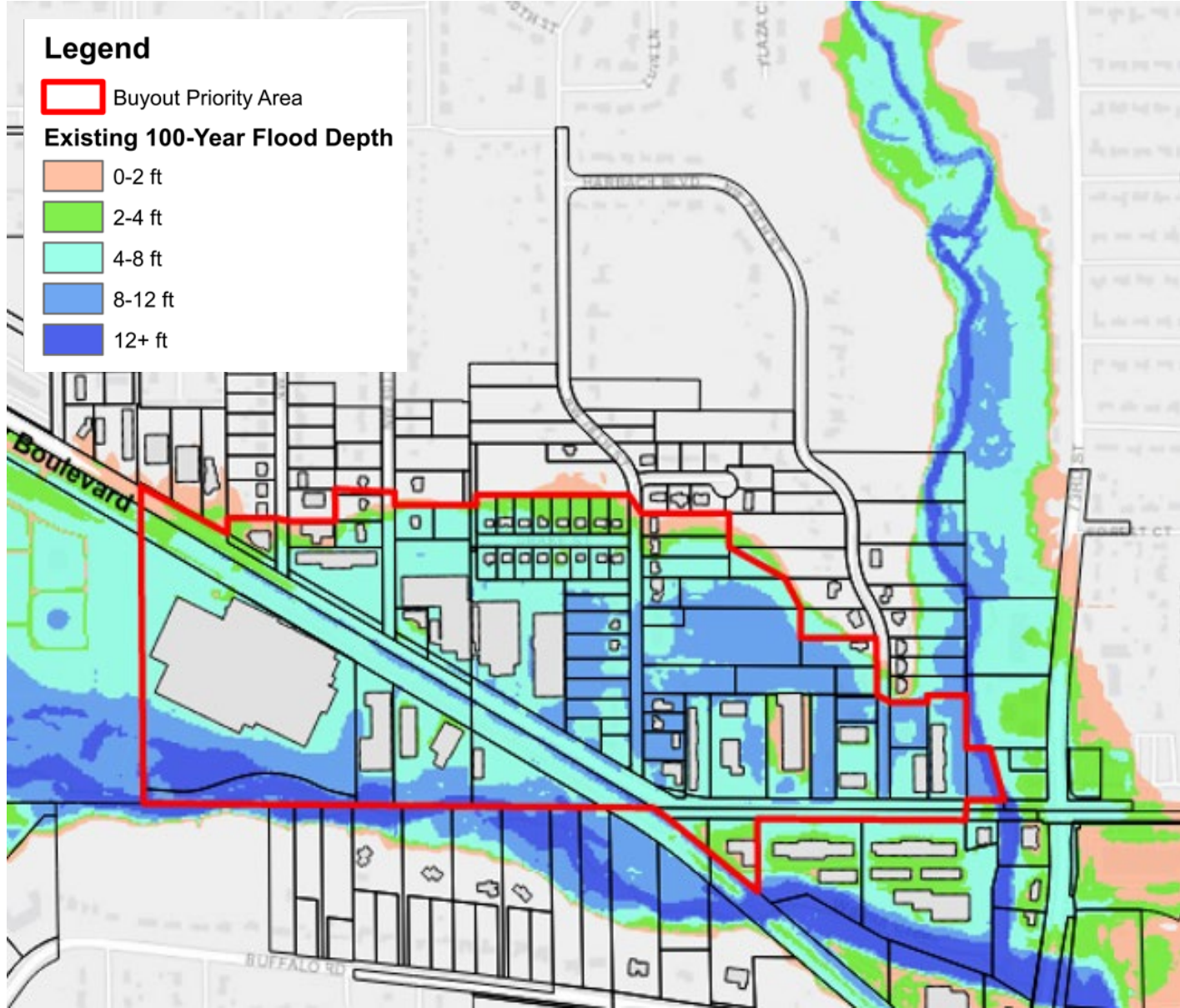
2019 Silver Jackets- Mitigation Benefits Estimator

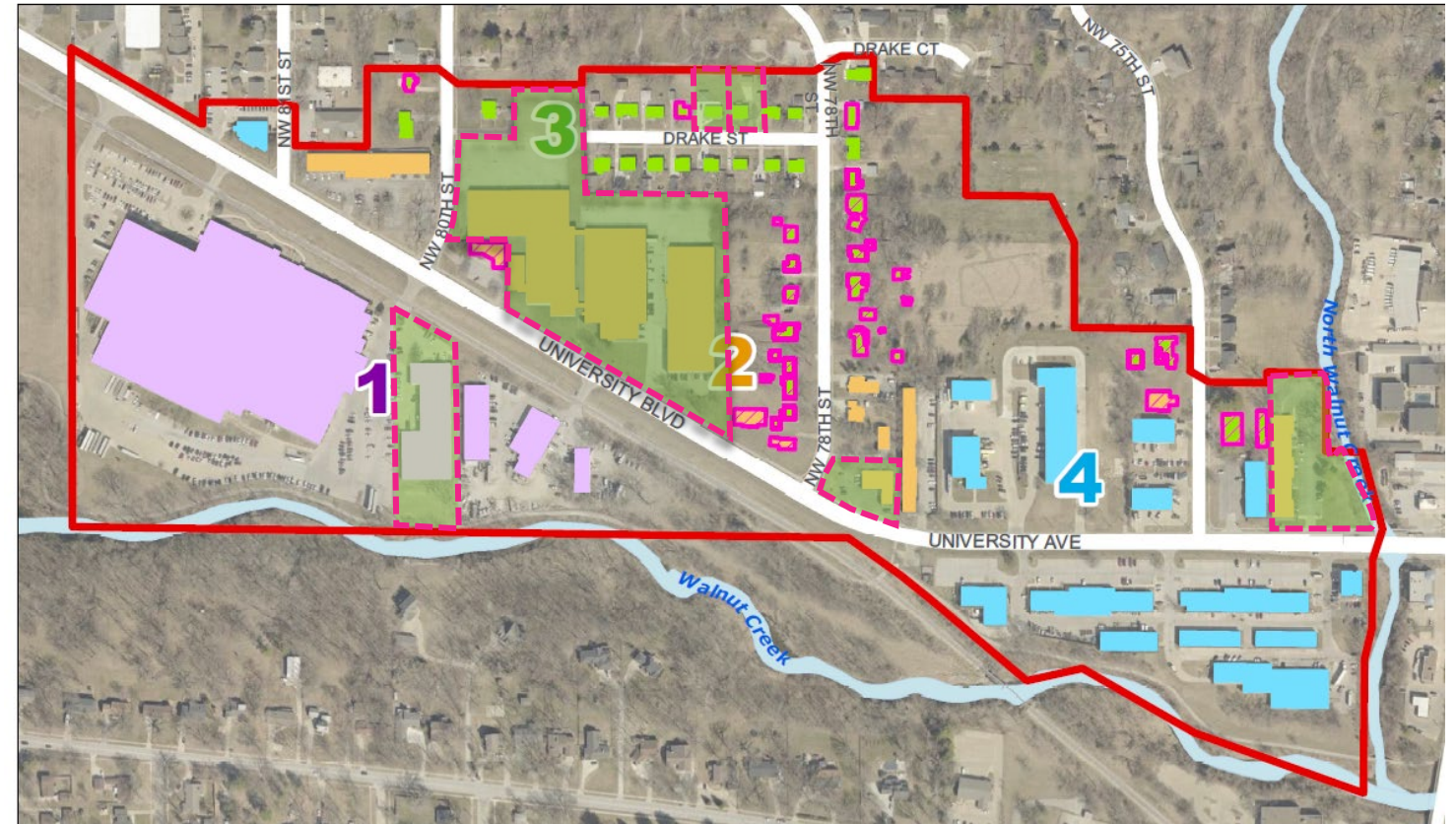
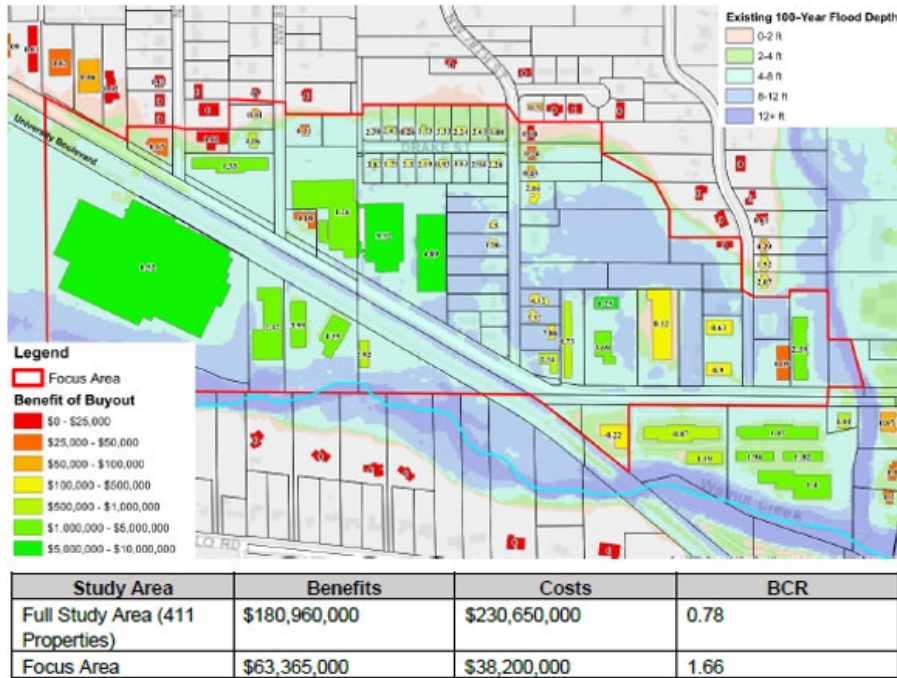


2020 FMA- University Boulevard Flood Mitigation Plan



2022 HMGP (A&D) -- 2022 FMA (A&D) -- 2023 BRIC (PS) -- 2023 FMA Swift Current (A&D)





University Boulevard Flood Mitigation Plan

Legend

- Flood Prone Property Buyout Area
- Acquired
- Acquired & Demolished
- In-process

Implementation Strategy

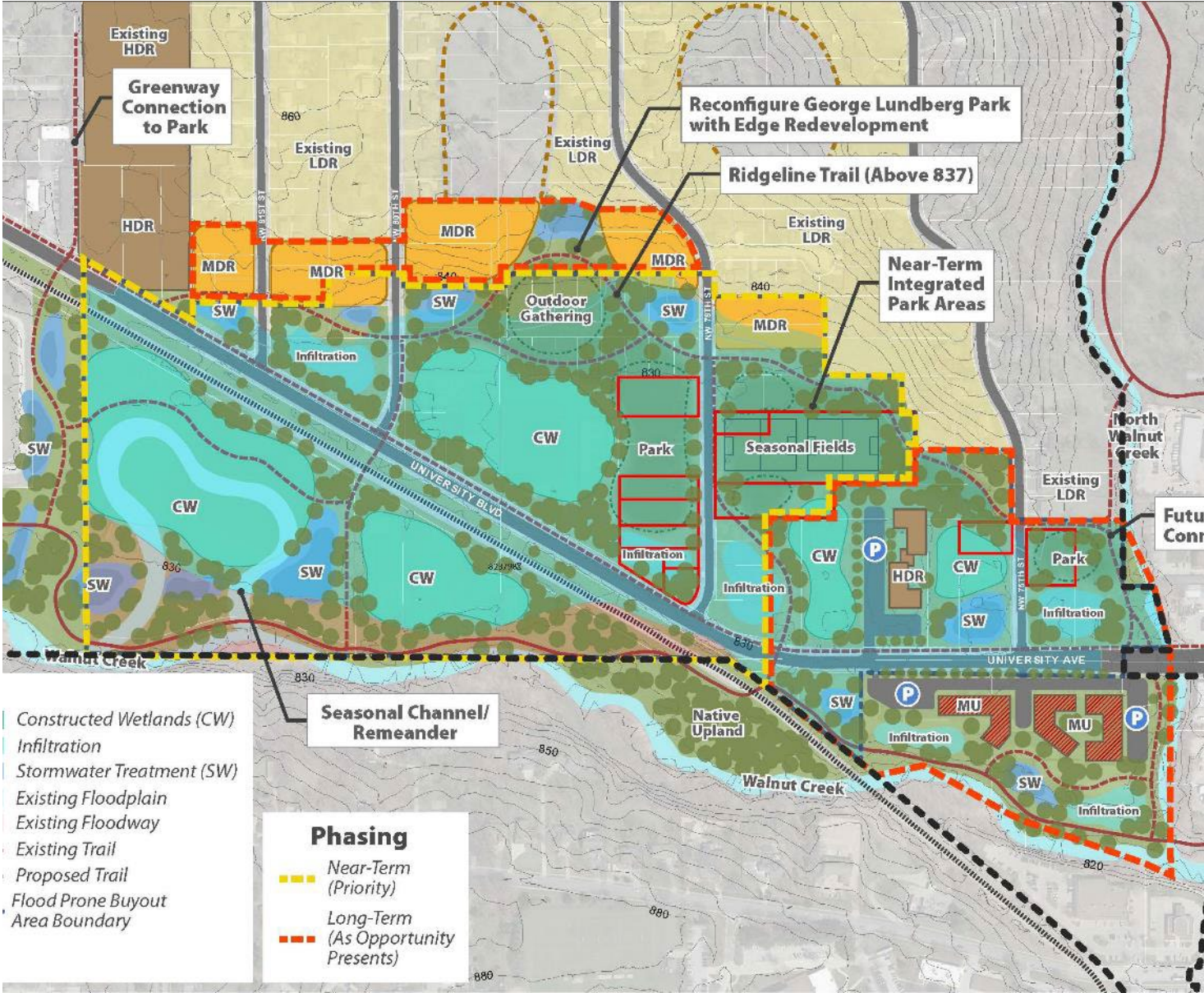
- 1. Stream Re-Meander Buyout
- 2. Non-Residential Acquisition
- 3. Residential Acquisition
- 4. Remain, Manage Risk

Beginning Buildings At-Risk: 69

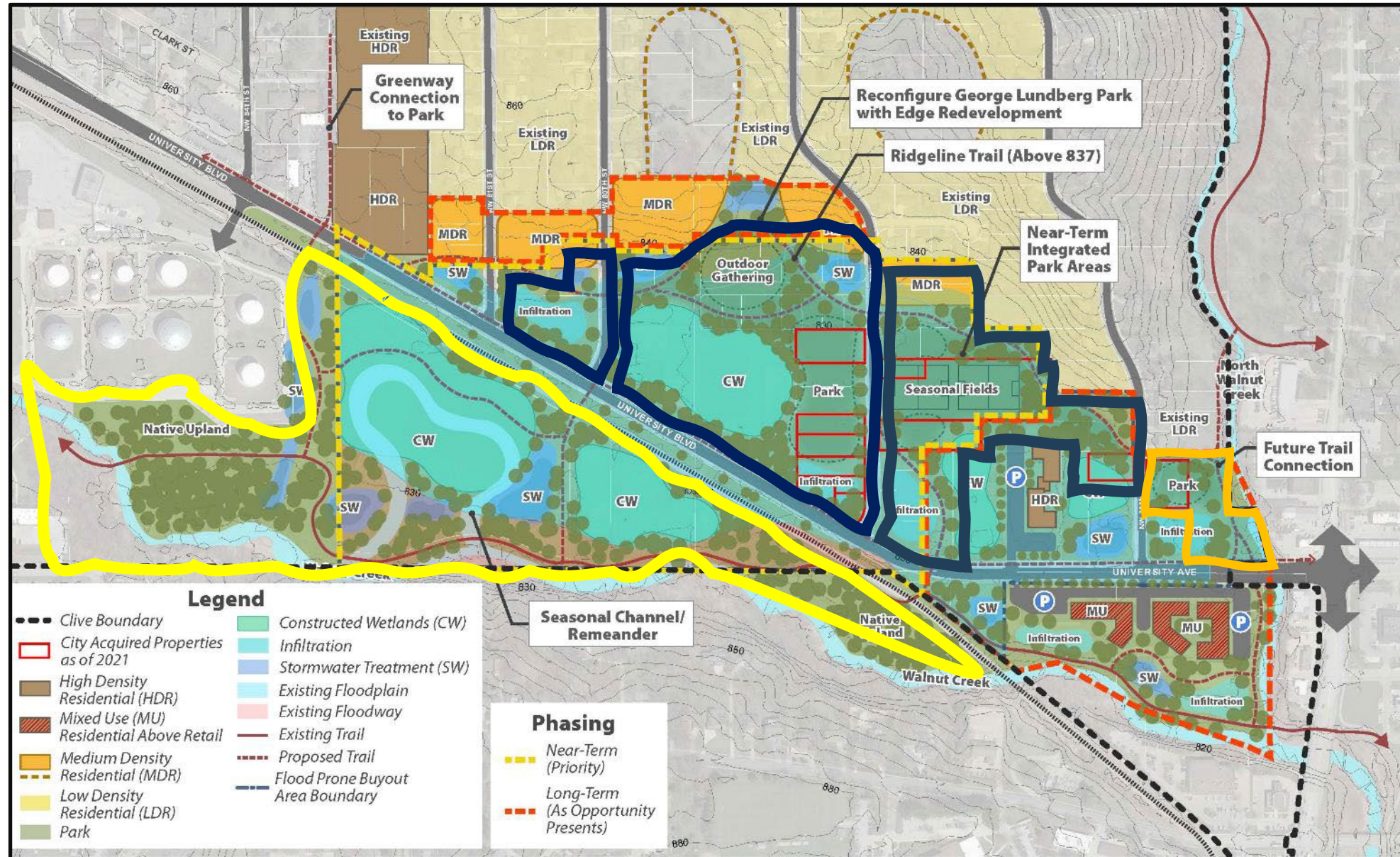
City Acquisitions to Date: 21

Remaining Buildings At-Risk: 48
Residential- 19
Commercial- 29

Remaining (Priority Acquisitions): 34
In-process- 8



University Boulevard Neighborhood Plan





Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: October 24, 2024

RE: Resolution Approving 2024 Polk County Hazard Mitigation Plan

SYNOPSIS:

Over the last 12-months, staff have been participating in the process of updating the Polk County Hazard Mitigation Plan. As we are nearing the completion of the update process, staff is requesting that the City Council adopt the 2024 Polk County Hazard Mitigation Plan.

The purpose of the planning process is for the participating communities to periodically evaluate the risks, assess capabilities and review mitigation strategies that help us be prepared for and able to respond to disasters, both natural and human made. Additionally, the Federal Disaster Mitigation Act of 2000 requires communities to develop an approved local hazard mitigation plan to remain eligible for certain federal funding which the City of Clive leverages to assist in both pre-disaster mitigation activities and during the recovery from various natural disasters.

The City of Clive, in partnership with Polk County's hazard mitigation planning consultant, Witt O'Brien's, has worked through a detailed review of potential hazard risks, assessed community capacity to respond and evaluated a number of opportunities for mitigation action. The result of the work is documented in the final draft of the 2024 Polk County Hazard Mitigation Plan which can be reviewed at the following url:

<https://www.cityofclive.com/Major%20Projects%20and%20Plans/Polk%20Co%20Hazard%20Mitigation%20Plan-FEMA%20Revisions.pdf>. This draft of the plan has been reviewed by FEMA and determined to be in compliance with all minimum standards.

Overall, the county-wide hazard mitigation goals and objectives remaining relatively unchanged:

Goals

1. Increase public awareness of disaster risks and empower the public to collectively and individually participate in hazard mitigation.
2. Increase municipal and county government capability to plan for and implement hazard mitigation projects, programs and activities.
3. Engage and coordinate with public, nonprofit, and other non-governmental partners to expand the scope of hazard mitigation and encourage these entities to participate in risk reduction activities.
4. Conduct cost-effective hazard mitigation projects to reduce the vulnerability of critical facilities, infrastructure, and other assets.

Objectives

1. Prevention
2. Property Protection
3. Natural Resource Protection and Nature Based Solutions
4. Emergency Services
5. Public Informaiton
6. Data Analysis, Modeling and Forecasting

A copy of Chapter 4 Mitigation Strategies has been included for your reference. Clive's list of

34 mitigation actions begins on 4-43 (page 24 of the .pdf). Although a majority of the mitigation strategies are focused around flood risks, there are a number of multiple benefit strategies proposed for consideration over the next 5-10 years. Incorporation of the strategies into the City's future project planning efforts and strategic planning direction will be critical in order to see positive outcomes over time.

Staff would recommend approval of the attached Resolution Adopting the 2024 Polk County Hazard Mitigation Plan.

Please feel free to contact me at 515-226-6221 or at dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information.

Attachments:

1. Resolution Adopting HMP
2. 2024 Polk County Hazard Mitigation Plan-FEMA Revisions_chapter 4 summary
3. Council_Presentation

RESOLUTION ADOPTING THE 2024 POLK COUNTY HAZARD MITIGATION PLAN

WHEREAS, the City of Clive (the “City”) recognizes the threat that natural and human caused hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act makes available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation project under multiple Federal Emergency Management Agency (“FEMA”) pre- and post-disaster mitigation grant programs, and

WHEREAS, the City fully participated in the development of the 2024 Polk County Hazard Mitigation Plan (the “Plan”);

WHEREAS, the Iowa Homeland Security and Emergency Management Department and FEMA Region VII have reviewed the Plan and approved it contingent upon the official adoption of the participating communities; and

WHEREAS, the City desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the 2024 Polk County Hazard Mitigation Plan as its Local Hazard Mitigation Plan; and

WHEREAS, adoption of the Plan by the City demonstrates its commitment to fulfilling the mitigation goals and objectives outlined in the Plan and authorizes responsible departments to carry out their responsibilities under the Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA, that:

1. The City Council adopts the 2024 Polk County Hazard Mitigation Plan as its official Local Hazard Mitigation Plan; and
2. The City Clerk shall submit a copy of this Resolution to the Polk County Emergency Management Agency, Iowa Homeland Security and Emergency Management Department and FEMA as necessary.

PASSED AND APPROVED this _____ day of _____, 2024.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

Chapter 4:

Mitigation Strategy



4. MITIGATION STRATEGY

44 CFR Requirement §201.6(c)(3): The plan shall include a mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

This section presents the mitigation strategy updated by the Hazard Mitigation Planning Committee (HMPC) based on the risk assessment. The mitigation strategy was developed through a collaborative group process and consists of updated general goal statements to guide the jurisdictions in efforts to lessen disaster impacts as well as specific mitigation actions that can be put in place to directly reduce vulnerability to hazards and losses. The following definitions are based upon those found in FEMA publication 386-3, Developing a Mitigation Plan (April 2003):

- **Goals** are general guidelines that explain what you want to achieve. Goals are defined before considering how to accomplish them so that they are not dependent on the means of achievement. They are usually long-term, broad, policy-type statements.
- **Objectives** are overarching themes from the goals that provide direction for the development of mitigation actions.
- **Mitigation Actions** are specific actions that help achieve goals.

4.1. GOALS AND OBJECTIVES

44 CFR Requirement §201.6(c)(3)(i): [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

As part of this update, the HMPC reviewed the goals from the 2018 Polk County Hazard Mitigation Plan to determine if they were still valid. The group discussed these goals during both the HIRA meeting on February 20, 2024 and the Strategy Meeting on March 19, 2024.

After a lively discussion, the planning committee determined that the 2018 goals needed to be revised to more clearly differentiate between them and reflect the priorities of the participating communities. The four goals in this update still share the same *intentions* as the previous four goals (with goals related to public information, increasing capacity, conducting physical mitigation, and coordinating with other agencies), but now more clearly state their targeted outcomes. The communities’ new goals are:

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1. Increase public awareness of disaster risk and empower the public to collectively and individually participate in hazard mitigation.
2. Increase municipal and county government capability to plan for and implement hazard mitigation projects, programs, and activities.
3. Engage and coordinate with public, nonprofit, and other non-governmental partners to expand the scope of hazard mitigation and encourage these entities to participate in risk reduction activities.
4. Conduct cost-effective hazard mitigation projects to reduce the vulnerability of critical facilities, infrastructure, and other assets.

In addition to goals for this plan, Polk County has incorporated overarching objectives, which identify methods for implementing the stated goals that are further realized in the proposed mitigation actions, which are discussed in the next section. The objectives are:

1. Prevention
2. Property Protection
3. Natural Resources Protection and Nature-Based Solutions
4. Emergency Services
5. Public Information
6. Data Analysis, Modeling, and Forecasting

Through prevention, the County seeks to ensure that tools such as land use planning, zoning, stormwater, building codes, subdivision ordinances, and natural resource/open space protection reduce the loss from future hazards. Furthermore, jurisdictions should determine whether NFIP and other floodplain management programs are sufficient for full mitigation of flood risk, and look towards their regional watershed management plans to ensure that decision-making processes are taking previous planning efforts into account.

Property protection is an ongoing task within Des Moines and other Polk County communities. Significant flood events have shown great opportunity to acquire repetitive loss properties, areas that are in need of stormwater management retrofitting, and the promotion of flood insurance participation beyond those properties in special flood hazard areas. This objective encompasses a wide variety of physical work to mitigate the effects of hazards, including property retrofits, strengthening dams, and infrastructure hardening.

Natural resource protection in an urbanized county like Polk is crucial, and development trends and national best practices suggest that nature-based solutions should be more aggressively pursued. Historically, wetlands across Central Iowa naturally provide protection from flooding, but as development has increased, much of these wetlands have been drained to make way for growing cities. Protecting natural resources must be a critical piece of development in Polk County. Jurisdictions should look towards their watershed management plans and authorities to ensure that natural resources are protected and helping to mitigate hazards from the beginning.

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Emergency services across the County respond to incidents related to hazards in this plan on a daily basis. In terms of mitigation however, alert systems, data sharing, partnerships with state and federal organizations are all on the rise, and coordinated partnerships to ensure information is shared and utilized properly should continue to develop in order to protect from loss. The planning team understands that while FEMA may not consider work and costs related to emergency services to be part of hazard mitigation, they nonetheless form a critical avenue for reducing risk related to disasters in the community.

Empowering the public to take informed action with consistent and targeted public information can have significant impacts on the community's safety. The planning team aspires to foster a community where residents understand their risk, are aware of forthcoming threats, and understand best practices for staying safe. Increased utilization of social media provides additional and broader avenues for public information, and the planning team will work together to continue to strengthen public education procedures and coordination to ensure the public is wholly aware of hazards before, during, and after disaster events.

4.2. MITIGATION ACTION UPDATE PROCESS

44 CFR Requirement §201.6(c)(3)(ii): The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

During the Hazard Identification and Risk Assessment (HIRA) meeting, the second meeting of the HMPC, results of the risk assessment update were provided to the HMPC members for review. The concluded with an introduction to mitigation actions to prompt discussions within and among the jurisdictions about any new mitigation actions as well as on-going actions from the existing plans. Following this meeting, each jurisdiction was provided with a Strategy Worksheet, which asked for updates on the status of actions from the previous plan and information about new actions the communities' wished to add to the strategy.

The focus of the Strategy Meeting, the third meeting of the HMPC, was to update the mitigation goals and objectives and discuss the participants' progress towards reviewing and updating their own community action plans. Topics of discussion in this meeting included:

- Risks or issues identified by the communities for which a mitigation solution was not readily apparent
- Opportunities for multi-jurisdictional projects and coordination
- Alignment of potential grants with expected FEMA grant opportunities, including how funding in those programs is prioritized

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In development of each jurisdiction's final mitigation strategy for submission to the plan, the jurisdictions were encouraged to review the details of the risk assessment to address vulnerabilities specific to their jurisdiction. The mitigation strategy update included a thorough review and status update of the existing actions. The table below provides a summary of the number of actions that each jurisdiction identified in the previous plan. Please note that the Des Moines Water Works and the public school districts were not included as officially participating jurisdictions in the previous plan. As a result, there are no previous actions for the school districts.

Table 127: Summary of Number of Actions in Previous Plan

Jurisdiction	Actions in Previous Plan
Polk County	8
City of Alleman	2
City of Altoona	18
City of Ankeny	16
City of Bondurant	7
City of Clive	21
City of Des Moines	22
City of Elkhart	5
City of Grimes	6
City of Johnston	8
City of Mitchellville	6
City of Pleasant Hill	16
City of Polk City	10
City of Runnells	4
City of Urbandale	28
Delaware Township	2
City of West Des Moines	25
City of Windsor Heights	5
Des Moines Water Works	4
Ankeny Schools	5
Bondurant-Farrar School District	2
Dallas Center-Grimes Schools	1
Des Moines Independent Schools	8
Johnston School District	2
North Polk Schools	1
Southeast Polk Schools	5
Urbandale Schools	12

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West Des Moines Schools	4
Total	253

Of the 253 actions in the previous plan, 49 have been completed, 15 were deleted or combined with other actions, and 189 were continued in the plan update. The jurisdictions were encouraged to be comprehensive and include all appropriate actions to work toward becoming more disaster resistant. However, they were encouraged to maintain a realistic approach and were reminded that the hazard mitigation plan is a “living document”. As capabilities, vulnerabilities, or the nature of hazards that threaten each jurisdiction change, the mitigation actions can and should be updated to reflect those changes, including addition or deletion of actions, as appropriate. In updating the strategy, participants also considered the potential cost of each project in relation to the anticipated future cost savings. This type of discussion allowed the committee as a whole to understand the broad priorities and discussion of the types of projects most beneficial to all jurisdictions within Polk County.

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4.4. 2024 MITIGATION ACTION LIST

The table below provides a list of the mitigation actions that communities participating in this plan update hope to work towards over the next five years, including both continuing actions identified in the previous plan and new mitigation actions proposed during the update process. In addition to the 189 actions continued from the previous plan, 70 new actions were identified, for a combined total of 259 actions in this updated strategy. The participants are not committing to undertaking every action suggested in this list, but rather proposing an extensive list of *potential* actions that they may wish to pursue, depending in the availability of funding. The potential benefits and costs of each action was weighed when deciding whether or not to include it in the plan. However, a detailed and quantitative benefit-cost analysis will be performed prior to implementation of actions when additional detailed project cost information has been developed.

This plan update also includes county-wide actions (which are separate from unincorporated Polk County’s actions), which apply to every participating jurisdiction. Some of these actions are included in this section because they are multi-jurisdictional, and some actions are listed as county-wide because the planning team identified a gap in the existing strategy (for example, hazards for which multiple communities had not yet identified specific actions, or actions that are of significant importance across the entire planning area). All planning committee members representing participating communities agree to be responsible for the implementation of these actions.

Note that Saylor Township’s representatives determined that these county-wide actions sufficiently met their needs, and they did not wish to add any additional jurisdiction-specific actions to this plan.

While the table below analyzes a comprehensive range of mitigation actions, spanning many types of solutions, the “Project Type” column assigns each action to one of four general categories:

- Local Plans and Regulations
- Structure and Infrastructure Projects
- Natural Systems Protection
- Education and Awareness Programs

As mentioned above, and discussed in section 4.7, the process of determining which mitigation projects participating communities will ultimately apply funding for and pursue is more nuanced than the process of developing this action plan. However, for the purposes of assigning a general, high-level priority to each action in the table below, the following rubric was used:

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- **High Priority (High):**
 - Saves lives, and either reduces property damage or reduces the need for response actions
- **Medium Priority (Medium):**
 - Saves lives, but does not reduce property damage or the need for response actions, **OR**
 - Does not save lives, but reduces property damage *and* reduces the need for response actions
- **Low Priority (Low):** Achieves only *one* of the following
 - Reduce property damage
 - Reduce the need for response actions

Similarly, the “Expected Timeframe for Completion” estimate column is based on the following rubric:

- **Short Term:** Feasible to accomplish within the next two years
- **Medium-Term:** Feasible to accomplish within the next six years
- **Long-Term:** Expected to take longer than six years to complete

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Table 129: 2024 Mitigation Action Plan

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
County-Wide 1	Expand and improve municipal and county capacity to implement mitigation activities, particularly those items identified as unavailable in Chapter 2	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds) FEMA HMA Grants, EMPG Funding	Long-Term	Local Plans and Regulations	New	2, 3	High
County-Wide 2	Explore the possibility of conducting county-wide cyber security training, joint exercises, or vulnerability assessments	Cyberattacks, Infrastructure Failure	Existing	Polk County Emergency Management	City Budgets (general funds, Capital Improvement Funds), DHS and FEMA preparedness grants	Medium- Term	Education and Awareness Programs	New	2, 3	Low
County-Wide 3	Upgrade radio systems, fiber redundancy components, and CAD-to-CAD arrangements to increase interoperability	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado,	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), DHS and FEMA preparedness grants	Medium- Term	Structure and Infrastructure Projects	New	2, 3	Medium

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
		transportation incident, windstorm, winter storm								
County-Wide 4	Improve and enhance flood alert early warning systems	River Flooding; Flash Flooding	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), DHS and FEMA preparedness grants	Medium- Term	Structure and Infrastructure Projects	New	1, 2, 3	Medium
County-Wide 5	Water System Load Demand Management Planning and Implementation	Drought	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), FEMA HMA Grants, City Budgets	Medium-Term	Local Plans and Regulations, Structure and Infrastructure Projects	New	2, 4	Medium
County-Wide 6	Overhead Electric System Management Planning and Implementation	Infrastructure Failure	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), FEMA HMA Grants, City Budgets	Medium-Term	Local Plans and Regulations, Structure and Infrastructure Projects	New	2, 3, 4, 3	Medium
County-Wide 7	Conduct annual regional preparedness exercise	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Local Plans and Regulations	New	2, 3	Medium

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
		landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm								
County-Wide 8	Partner with Iowa DNR to further assess dam-related risk, and to expand dam safety planning measures	Dam Failure	Existing	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), FEMA Dam Safety Grants	Long-Term	Local Plans and Regulations	New	2	Medium
County-Wide 9	Maintain StormReady Community Designation	Flash Flooding, Thunderstorm with Lightning/Hail, Tornado, Windstorm	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Local Plans and Regulations	New	2	Medium
County-Wide 10	Educate the public about the presence of flooding hazards	Flash Flooding; River Flooding	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Local Plans and Regulations	New	2	Medium
County-Wide 11	Establish flood hazard disclosure processes, modeled after disclosure required by Iowa Admin Code r. 193E-14.1	Flash Flooding; River Flooding	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Local Plans and Regulations	New	2	Medium
County-Wide 12	Conduct watershed-based water quality management plans	Flash Flooding; River Flooding	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Local Plans and Regulations	New	2	Medium

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Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
County-Wide 13	Provide staff training on hazard mitigation, floodplain management, substantial damage/substantial improvement processes, and damage assessment	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Local Plans and Regulations	New	2, 3	Medium
County-Wide 25	Coordinate with Iowa State University Extension to educate the public about the risks associated with animal, plant, and crop diseases	Animal/ Plant/ Crop Disease	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), County Funds; federal ag. grants	Medium-Term	Education and Awareness Programs	New	1, 3	Low
County-Wide 26	Coordinate with federal agencies and other partners to gather additional data about the expected impacts of climate change on the residents and industries of Polk County	Climate Change	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), County Funds	Medium-Term	Local Plans and Regulations	New	1, 3	Low
County-Wide 27	Conduct a public education and outreach campaign to increase awareness of earthquake risks and best practices for safety	Earthquake	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), FEMA HMA Grants	Medium-Term	Education and Awareness Programs	New	1	Low

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
County-Wide 28	Conduct a public education and outreach campaign to increase awareness of the presence of expansive soils for homebuyers	Expansive Soils	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds); FEMA HMA Grants	Medium-Term	Education and Awareness Programs	New	1	Low
County-Wide 29	Conduct a public education and outreach campaign to increase awareness of extreme temperature risks and best practices for safety	Extreme Temperature	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds); FEMA HMA Grants	Medium-Term	Education and Awareness Programs	New	1	Low
County-Wide 30	Conduct a public education and outreach campaign to encourage hazardous fuels reduction and increase awareness of wildfire risks	Grass or Wildland Fire	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds); FEMA HMA Grants	Medium-Term	Education and Awareness Programs	New	1	Low
County-Wide 31	Continue to coordinate with Tier II Facility owners and LEPC to reduce hazardous material release or spill risk	Hazardous Materials	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds); FEMA HMA Grants	Medium-Term	Education and Awareness Programs	New	1, 2, 3	Medium
County-Wide 32	Conduct a public education and outreach campaign to encourage vaccinations, personal hygiene, and other disease risk reduction measures	Human Disease	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Medium-Term	Education and Awareness Programs	New	1	Low
County-Wide 33	Conduct additional modeling to further understand the risks associated with Levee Failure in Polk County	Levee Failure	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Medium-Term	Local Plans and Regulations	New	2, 3	Low

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
County-Wide 34	Conduct additional modeling to further understand the risks associated with Sinkholes and Landslides in Polk County	Sinkholes/ Landslide	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Medium-Term	Local Plans and Regulations	New	2, 3	Low
County-Wide 35	Conduct a public education and outreach campaign to teach residents about how to prevent (and stay safe in the event of) structural fires	Structural Fire	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds); FEMA HMA Grants	Medium-Term	Education and Awareness Programs	New	1	Low
County-Wide 36	Conduct studies to identify areas of highest traffic-related risk.	Transportation Incident	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Local Plans and Regulations	New	2, 3	Low
County-Wide 37	Conduct a public education and outreach campaign to encourage residents to prepare for the impacts of winter storm (including reducing exposure risk and safe use of generators)	Winter Storm	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds); FEMA HMA Grants	Medium-Term	Education and Awareness Programs	New	1	Low
County-Wide 38	Host lunch-and-learn or similar events for elected and newly-elected public officials to educate them about the hazard mitigation plan and how they can support its implementation.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	N/A	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds)	Long-Term	Education and Awareness Programs	New	1, 2	Medium

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
County-Wide 39	Explore opportunities to “Regionalize” public education and flood insurance coverage components of CRS participation	Flash Flooding, River Flooding	Both	All HMPC representatives from participating jurisdictions	City Budgets (general funds, Capital Improvement Funds), FEMA HMA Grants	Medium-Term	Local Plans and Regulations	New	1, 2, 3	Medium
Polk County 1	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Both	Polk County Emergency Management	County General Operating Budget	Long-Term	Local Plans and Regulations	Continuing	2	Medium
Polk County 2	Construction of Storm Water Detention Basins, Buffer Strips, and Channel Improvements to Fourmile Creek though the Fourmile Creek Watershed Authority	Flash Flooding, River Flooding	Both	Polk County Emergency Management	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects, Natural Systems Protection	Continuing	4	Medium
Polk County 3	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to Mud, Camp, and Spring Creek watersheds though the Watershed Authority	Flash Flooding, River Flooding	Both	Polk County Emergency Management	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects, Natural Systems Protection	Continuing	4	Medium
Polk County 4	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to the Walnut Creek watershed though the Watershed Authority	Flash Flooding, River Flooding	Both	Polk County Emergency Management	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects, Natural Systems Protection	Continuing	4	Medium
Polk County 5	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to the Beaver Creek watershed though the Watershed Authority	Flash Flooding, River Flooding	Both	Polk County Emergency Management	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects, Natural Systems Protection	Continuing	4	Medium

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Polk County 6	Reconstruction of a Skunk River Crossing to assure emergency responders can cross the Skunk River during times of extreme flooding. In 2010, only one crossing in Polk County was open in a 30-mile section of the river.	River Flooding/ Infrastructure Failure/ Transportation Incident	Both	Polk County Emergency Management	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High
Polk County 7	Construct severe weather safe rooms for Polk County Public Works Maintenance Facility	Thunderstorm with Lightning/Hail, Tornado	Existing	Polk County Emergency Management	FEMA HMA Grants	Medium- Term	Structure and Infrastructure Projects	Continuing	4	High
Polk County 8	Update siren software to polygon based system	Tornado	Existing	Polk County Emergency Management	FEMA EMPG Grants	Medium- Term	Structure and Infrastructure Projects	Continuing	1, 4	High
Polk County 9	Encourage additional Polk County communities to participate in the Community Rating System (CRS) program	Flash Flooding, River Flooding	Both	Polk County Emergency Management	HMA Grants (BRIC, HMGP 5% initiative)	Long-Term	Local Plans and Regulations	New	2	Medium
Polk County 10	Replace existing water distribution lines to eliminate possible contamination sources.	Flash Flooding, Hazardous Materials, Infrastructure Failure, River Flooding	Existing	Polk County Emergency Management	CDBG, Other Federal Infrastructure Grants	Long-Term	Structure and Infrastructure Projects	New	4	Low
Polk County 11	Address deficiencies to reduce risk associated with the Red Rock Dam – Avon Station Remedial Works	Dam Failure	Existing	All HMPC representatives from participating jurisdictions	FEMA HMA or HHPD Grants	Long-Term	Structure and Infrastructure Projects	New	4	High

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2024 Mitigation Action Plan										
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Polk County 12	Address deficiencies to reduce risk associated with the Red Rock – Carlisle Remedial Dam	Dam Failure	Existing	All HMPC representatives from participating jurisdictions	FEMA HMA or HHPD Grants	Long-Term	Structure and Infrastructure Projects	New	4	High
Alleman 1	Consider participation in the NFIP	River Flooding, Flash Flooding	Both	City Clerk	General Operating Budget	Medium-Term	Local Plans and Regulations	Continuing	2	Low
Altoona 1	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding, Flash Flooding	Both	Fire Chief	General Operating Budget	Medium-Term	Local Plans and Regulations	Continuing	2	Low
Altoona 2	Stormwater detention basin improvement - Tuscany Pond; removed sediment from pond to regain capacity and construct new outfall.	Flash Flooding, Infrastructure Failure	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Altoona 3	Secondary storm sewer installation	Flash flooding, Infrastructure Failure	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Altoona 4	Storm sewer installation 4th St SW from Lion's Park to 5th Ave NW	Flash flooding, Infrastructure Failure	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Altoona 5	Adventureland Park Drainage Improvements - detention pond modifications, culvert improvements, stream bank stabilization	Flash flooding, Infrastructure Failure	Both	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Altoona 6	4 Safe rooms for multiple park sites	Tornado	New	Fire Chief	FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	Continuing	4	High
Altoona 7	Replace 5 severe weather sirens	Tornado, Thunderstorm	Both	Fire Chief	FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	Continuing	1, 4	High
Altoona 8	Addition of 4 new severe weather sirens	Tornado, Thunderstorm	Both	Fire Chief	FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	Continuing	1, 4	High
Altoona 9	Construction of new Fire Station #26	Structural Fire	New	Fire Chief	Bonds; general Operating Budget	Medium-Term	Structure and Infrastructure Projects	Continuing	2	Low
Altoona 10	Sanitary sewer lining 5th Ave SW to 8th Ave SE, south of the railroad tracks	Infrastructure failure, Flash flooding	Existing	Fire Chief	General Operating Budget; Stormwater Fees	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Low

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2024 Mitigation Action Plan										
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Altoona 11	Remove sump pump and footing tiles from sanitary sewers	Infrastructure failure, Flash flooding	Existing	Fire Chief	General Operating Budget; Stormwater Fees	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Low
Altoona 12	New water treatment plant	Infrastructure failure	New	Fire Chief	Bond; General Operating Budget	Medium-Term	Structure and Infrastructure Projects	Continuing	2	Low
Altoona 13	New well	Infrastructure failure	New	Fire Chief	General Operating Budget; Stormwater Fees	Medium-Term	Structure and Infrastructure Projects	Continuing	2	Low
Altoona 14	Sanitary sewer lining all existing clay sewer mains	Infrastructure failure, Flash flooding	Existing	Fire Chief	General Operating Budget; Stormwater Fees	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Low
Altoona 15	Dedicated safe rooms/tornado shelter for Sam Wise Park and Lions Park	Tornado	New	Fire Chief	FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	New	4	High
Ankeny 1	Construct safe room(s) at Mel Ray Mobile Home Park	Tornado	New	Fire Chief	FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	Continuing	4	High

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Ankeny 2	Construct safe room(s) at Autumn Ridge Mobile Home Park	Tornado	New	Fire Chief	FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	Continuing	4	High
Ankeny 3	Sawgrass Park Dam Improvements	Flash Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Ankeny 4	Saylor Creek Tributary Channel Improvements	Flash Flooding,	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Ankeny 5	Storm sewer/channel improvements Four Mile Creek bank stabilization	Flash Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Ankeny 6	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	1, 2	Low
Ankeny 7	Briarwood Sanitary Sewer Upsizing / Replacement	Flash Flooding	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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Ankeny 8	Central City Areas - Sewer Upsizing and Replacements	Flash Flooding	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Ankeny 9	Construct safe room(s) at On With Life Care Facility	Tornado	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Ankeny 10	Storm Sewer Improvements – Westlawn Area	Flash Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny 11	Diamond Hills Greenbelt Corridor Stabilization & Improvements	Flash Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny 12	Northview Middle School Potential Detention Area	Flash Flooding	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny 13	Potential NW 36th Detention Area	Flash Flooding	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium

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Ankeny 14	Potential NE 18th Detention Area	Flash Flooding	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny 15	Rock Creek Stabilization between NW Somerset Ct & NW 13th St.	Flash Flooding, River Flooding	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny 16	Autumn Ridge Estates Drainage Improvements	Flash Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny 17	Terrace/NW 9th St. & N. Ankeny Blvd Storm Sewer Improvements	Flash Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny 18	SE Cortina Dr. Storm Sewer Improvements	Flash Flooding	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Bondurant 1	Update tornado warning system	Tornado	Both	Emergency Services	FEMA HMA Grants	Short-Term	Hazard Mitigation Plan	Continuing	1	High

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Bondurant 2	Generator at Public Safety Building	Windstorms/Rolling Power Outages	Existing	Emergency Services	FEMA HMA Grants	Short-Term	Hazard Mitigation Plan	Continuing	1	Medium
Bondurant 3	NW 2nd St. Culvert Expansion	Flooding	Existing/New	Emergency Services	FEMA HMA Grants	Medium-Term	Hazard Mitigation Plan	Continuing	1	Medium
Bondurant 4	15th St. SW Bridge Replacement	Flooding	Existing/New	Emergency Services	Federal Infrastructure Grants, FEMA HMA Grants	Long-Term	Hazard Mitigation Plan	Continuing	1	Medium
Bondurant 5	Mud Creek Channel Restoration	Flooding	Existing	Emergency Services	FEMA HMA Grants	Medium-Term	Hazard Mitigation Plan	Continuing	1	Medium
Bondurant 6	Mud Creek Regional Detention Facility/Grant St. South Relocation	Flooding/ Regional Water Quality	New Structure	Emergency Services	FEMA HMA Grants	Medium-Term	Hazard Mitigation Plan	Continuing	1	Medium
Bondurant 7	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	Emergency Services	General Operating Budget; Stormwater Utility Funds	Long-Term	NFIP floodplain \mgt. program	Continuing	1	High

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Clive 1	Install/Replace backup generators	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	City Managers Office (CMO)	FEMA HMA Grants, General Fund	Short-Term	Structure and Infrastructure Projects	Continuing	4	High
Clive 2	Enhance communications (including website, social media, print media, etc) used to articulat risk and provide warning, including capacity for communicating with vulnerable populations	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	City Managers Office (CMO)	FEMA HMA Grants, General Fund	Medium-Term	Education and Awareness Programs [Public Information]	Continuing	1, 2	High
Clive 3	Walnut Creek Watershed Streambank/ Buffers/ Wetlands/ Stormwater/ Flood Control Improvements	River Flooding	Existing	Community Development	FEMA HMA Grants, Stormwater Utility	Medium-Term	Structure and Infrastructure Projects [Structural Project]	Continuing	4	Medium

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Clive 4	Reconstruct Greenbelt Trail bridges	River Flooding	Existing	Leisure Services	FEMA HMA Grants, Debt Service	Medium-Term	Structure and Infrastructure Projects [Structural Project]	Continuing	4	Medium
Clive 5	Reconstruct NW 86th Street bridge	River Flooding	Existing	Public Works	FEMA HMA Grants, STP, Debt Service	Long-Term	Structure and Infrastructure Projects [Structural Project]	Continuing	4	Low
Clive 6	Reconstruct railroad bridge (7800 block University Blvd)	River Flooding	Existing	Public Works	FEMA HMA Grants, STP, Debt Service	Long-Term	Structure and Infrastructure Projects [Structural Project]	Continuing	4	Low
Clive 7	Walnut Creek floodplain acquisitions	River Flooding	Existing	Community Development	FEMA HMA Grants, REAP, Debt Service	Long-Term	Structure and Infrastructure Projects [Natural Resource Protection]	Continuing	4	High
Clive 8	North Walnut Creek floodplain acquisitions	River Flooding	Existing	Community Development	FEMA HMA Grants, REAP, Debt Service	Long-Term	Structure and Infrastructure Projects [Natural Resource Protection]	Continuing	4	High
Clive 9	University Blvd Neighborhood Flood Mitigation Planning and Implementation	River Flooding	Existing	Community Development	FEMA HMA Grants, Stormwater Utility, Debt Service	Long-Term	Structure and Infrastructure Projects; Local Plans and Regulations [Property Protection]	Continuing	2, 4	High

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Clive 10	Indian Hills Neighborhood Flood Mitigation Planning and Implementation	River Flooding	Existing	Community Development	FEMA HMA Grants, Stormwater Utility	Long-Term	Structure and Infrastructure Projects; Local Plans and Regulations [Property Protection]	Continuing	2, 4	High
Clive 11	Relocation of Porter Park Shelter	River Flooding	Both	Leisure Services	FEMA HMA Grants, REAP, SWU, Debt Service	Medium-Term	Structure and Infrastructure Projects [Preventive]	Continuing	4	High
Clive 12	Swanson Blvd Flapgates	River Flooding	Existing	Public Works	FEMA HMA Grants, SWU	Medium-Term	Structure and Infrastructure Projects [Structural Project]	Continuing	4	High
Clive 13	Regional Stormwater Management Facilities (modifications)	River Flooding	Existing	Public Works	FEMA HMA Grants, SWU, DS	Medium-Term	Structure and Infrastructure Projects [Structural Project]	Continuing	4	Medium
Clive 14	Construction of Stormwater Detention Basins, Flood Control Facilities, Buffer Strips, and Channel Improvements in Walnut Creek and North Raccoon Watersheds through the partnerships with Watershed Authority	River Flooding	New	Community Development	FEMA HMA Grants, SWU, DS	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Clive 15	North Raccoon River Watershed Streambank/ Buffers/ Wetlands/ Stormwater/ Flood Control Improvements	River Flooding	New	Community Development	FEMA HMA Grants, SWU, DS	Medium-Term	Structure and Infrastructure Projects	New	4	Medium

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Clive 16	Update Flood Response and Recovery Plan	River Flooding, Flash Flooding	Both	Fire	FEMA Preparedness Grants, EMPG, General Fund	Medium-Term	Local Plans and Regulations [Emergency Services]	New	2	Medium
Clive 17	Floodplain Vegetation Management Planning and Implementation	River Flooding, Grass or Wildland Fire	Both	Leisure Services	FEMA HMA Grants, REAP, SWU, DS	Medium-Term	Local Plans and Regulations, Natural Systems Protection [Natural Resource Protection]	New	2, 4	Medium
Clive 18	Update City Technology Plan to reduce vulnerability to cyber threats	Cyberattacks	Both	CMO	General Operating Budget; Federal Cyber Security Grants	Long-Term	Local Plans and Regulations	New	2	Low
Clive 19	Update and enforce building codes	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Community Development	FEMA HMA Grants, General Fund	Long-Term	Local Plans and Regulations	New	2	Medium
Clive 20	Update floodplain development regulations	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash	Both	Community Development	FEMA HMA Grants, SWU, General Fund	Long-Term	Local Plans and Regulations [Preventive]	New	2	Medium

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		flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm								
Clive 21	Building Energy Efficiency planning and implementation (ie: renewal systems for redundancy)	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	CMO	FEMA HMA Grants, Federal Resiliency Grants, DS	Medium-Term	Local Plans and Regulations, Structure and Infrastructure Projects	New	2, 4	Medium
Clive 22	Backflow Prevention (sewer drains)	Flash Flooding	Both	Public Works	FEMA HMA Grants, Sanitary Sewer Utility, DS	Medium-Term	Structure and Infrastructure Projects [Property Protection]	New	4	Medium
Clive 23	Forestry Management Plan and implementation	River Flooding, Extreme Temperature, Grass or Wildland Fire	Both	Leisure Services	FEMA HMA Grants, REAP, Federal Resiliency Grants	Medium-Term	Local Plans and Regulations, Natural Systems Protection [Preventive]	New	2, 4	Medium

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Clive 24	Sub-watershed stormwater/flooding planning and implementation	Flash Flooding	Both	Public Works	FEMA HMA Grants, SWU, DS	Medium-Term	Local Plans and Regulations, Structure and Infrastructure Projects [Property Protection]	New	2, 4	Medium
Clive 25	Relocate University Boulevard Pump Station from 100-year floodplain	Flooding	Existing	Public Works	FEMA HMA Grants, SWU, DS	Long-Term	Structure and Infrastructure Projects [Preventive]	New	4	Medium
Clive 26	Mitigate flooding threat to public works facilities in the 100-year floodplain	Flooding	Existing	Public Works	FEMA HMA Grants, SWU, DS	Long-Term	Structure and Infrastructure Projects [Preventive]	New	4	Medium
Clive 27	Mitigate flooding threat to Aquatics Center	Flooding	Existing	Leisure Services	FEMA HMA Grants, SWU, DS	Long-Term	Structure and Infrastructure Projects [Preventive]	New	4	Medium
Clive 28	Stormwater detention basin maintenance planning and implementation	Flash Flooding	Both	Public Works	SWU, DS	Medium-Term	Local Plans and Regulations, Structure and Infrastructure Projects [Property Protection]	New	2, 4	Medium
Clive 29	Obtain CRS Class 4 Status	Flooding, Flash Flooding	Both	Community Development	General Operating Budget	Medium-Term	Local Plans and Regulations [Public Information]	New	2	Medium

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Clive 30	Drainage System (natural/human made) Maintenance planning and implementation	Flooding, Flash Flooding	Both	Public Works	General Operating Budget; Stormwater Utility Fees	Medium-Term	Local Plans and Regulations	New	2	Low
Clive 31	Natural Floodplain Function planning and implementation	Flooding, Flash Flooding	Both	Community Development	General Operating Budget	Long-Term	Local Plans and Regulations [Natural Resource Protection]	New	2	Low
Clive 32	Flood Insurance Coverage planning and implementation	Flooding, Flash Flooding	Both	Community Development	General Operating Budget	Long-Term	Local Plans and Regulations [Preventive]	New	2	Low
Clive 33	Maintain BCEGS 3/4 Rating	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Community Development	General Operating Budget	Long-Term	Local Plans and Regulations	New	2	Low
Clive 34	Partner with the State of Iowa (IDNR Dam Safety division) and Country Club Homeowners Association to ensure monitoring of the physical and structural components of the Clive	Dam Failure	Existing	Community Development	General Operating Budget; Stormwater Utility Fees	Long-Term	Education and Outreach	New	4	Low

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	Lake Dam to reduce risks associated with dam failure.									
Des Moines 1	Pursue remedial flood mitigation actions associated with the Southeast Des Moines (SEDM) Levee, US 65	River Flooding	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Des Moines 2	Comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Both	Engineering Department	Operating Budget	Long-Term	Local Plans and Regulations	Continuing	2	High
Des Moines 3	Construct safe room(s) at Des Moines Municipal Housing Agency's multi-family units	Windstorms	Existing and New	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High
Des Moines 4	Treatment and removal of ash trees in response to onset of Emerald Ash Borer (EAB)	Animal/Crop/Plant Disease	Existing	Engineering Department	Capital Improvements Program	Medium-Term	Natural Systems Protection	Continuing	4	Medium
Des Moines 5	Des Moines River Flood Mitigation Improvements - Flood protection system improvements (levees, floodwalls, pump stations, etc.) to maintain FEMA accreditation despite increased flows identified in 2011 Des	River Flooding	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High

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	Moines River Regulated Flow Frequency Study.									
Des Moines 6	Hamilton Drainage Area Stormwater Improvements - Storm sewer conveyance improvements to increase storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns.	Flash Flooding	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High
Des Moines 7	Closes Creek Stormwater Improvements - Increase storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns	Flash Flooding	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Des Moines 8	Crawford Creek Stormwater Improvements - Increased storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns	Flash Flooding	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Des Moines 9	Sanitary Sewer Separation Projects - Install storm sewer to eliminate CSO's that discharge sanitary water to the river	Public Health	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Des Moines 10	City-wide Small Watershed Flood Mitigation Projects - Identify and construct projects that increase storm sewer capacity and/or construct detention/G.I. to reduce flood risk concerns	Flash Flooding	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants; Local Options Sales & Service Tax	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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Des Moines 11	Storm Water Pump Station Rehabilitation - Updates to pump stations to provide resiliency	Public Safety	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Des Moines 12	Voluntary acquisition and demolition of all single and two-family residential structures in the floodplain and repetitive loss properties. Estimated 220 structures would be acquired.	River/Creek Flooding	Existing	Engineering Department	Capital Improvements Program; FEMA HMA Grants; Local Option Sales & Service Tax	Long-Term	Structure and Infrastructure Projects	Continuing	1	High
Des Moines 13	Construct safe room in new fire station(s)	Windstorms / Tornado	New	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Des Moines 14	Generator for new fire station(s)	Windstorms / Tornado / Winter Storm	New	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Des Moines 15	Construct safe room or storm shelter for new city administration building	Windstorms / Tornado	New	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Des Moines 16	Generator and 72-hour fuel storage for new city administration building	Windstorms / Tornado / Winter Storm	New	Engineering Department	Capital Improvements Program; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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Des Moines 17	Building inventory for Fire Dept. community risk assessment / analysis	Public Safety, Fire / Hazmat	Existing and New	Engineering Department	Capital Improvements Program	Short-Term	Local Plans and Regulations	Continuing	2	Medium
Des Moines 18	Damage assessment data collection tools and standard operating procedures during and after emergency events	Public Safety / Flooding / Tornado / Winter Storm	Existing	Engineering Department	Capital Improvements Program; Operating Budget	Long-Term	Local Plans and Regulations	Continuing	2	Low
Des Moines 19	Address physical and structural deficiencies to reduce risk associated with the Easter Lake Stormwater Retention Basin and maintain its satisfactory condition.	Dam Failure	Existing	Engineering Department	FEMA HMA or HHPD Grants	Long-Term	Structure and Infrastructure Projects	New	4	High
Des Moines 20	Address physical and structural deficiencies to reduce risk associated with the Fort Des Moines Park Dam and raise its structural condition from fair to satisfactory.	Dam Failure	Existing	Engineering Department	FEMA HMA or HHPD Grants	Long-Term	Structure and Infrastructure Projects	New	4	High
Des Moines 21	Address physical and structural deficiencies to reduce risk associated with the Twenty-Sixth Street Stormwater Detention Basin and maintain its satisfactory condition.	Dam Failure	Existing	Engineering Department	FEMA HMA or HHPD Grants	Long-Term	Structure and Infrastructure Projects	New	4	High
Des Moines 22	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zones of Easter Lake Stormwater Retention Basin, Fort Des Moines Park Dam, Red Rock Dam – Avon Station, Red Rock Dam – Carlisle Remedial Dam, Saylorville	Dam Failure	Existing	Engineering Department	FEMA HMA or HHPD Grants	Long-Term	Education and Awareness	New	4	High

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	Dam, and Twenty-Sixth Street Stormwater Detention Basin.									
Elkhart 1	Construct safe room at Elkhart Memorial Park	Windstorms	New	Fire Department	BRIC; HMGP; Community donations	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Elkhart 2	Construct safe room in NEW fire station	Windstorms	New	Fire Department	BRIC; HMGP; Community donations	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Elkhart 3	Generator for new fire station	Windstorms	New	Fire Department	HMGP 5%; Community donations	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Elkhart 4	Generator at city water plant	Windstorms	Existing	Fire Department	HMGP 5%; Community donations	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Elkhart 5	Construct safe room at Elkhart Community Center	Windstorms	Existing	Fire Department	BRIC; HMGP; Community donations	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High

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Grimes 1	Generators at City Hall	Windstorms	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Grimes 2	Generator at fire station	Windstorms	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Grimes 3	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	Fire Chief	General Fund; Stormwater Enterprise Fund	Long-Term	Local Plans and Regulations	Continuing	2	Low
Grimes 4	Install four additional outdoor warning sirens to cover newly annexed areas and key outdoor spaces	Tornado	New	Fire Chief	FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	High
Grimes 5	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zones of Saylorville Dam.	Dam Failure	Existing	Fire Chief	FEMA HMA Grants	Medium-Term	Education and Outreach	New	4	Medium
Grimes 6	Identify and acquire flood-prone properties and to convert them to green space in perpetuity, eliminating risk of future structural damage.	River Flooding, Flash Flooding	New	Fire Chief	Stormwater Enterprise Fund; Capital Improvements Projects Fund;	Medium-Term	Structure and Infrastructure Projects	New	2, 4	High

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2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
					FEMA HMA Grants					
Johnston 1	Construct Detention Basin Northglenn Neighborhood West of Merle Hay Road	River Flooding, Flash Flooding	New	Fire Chief	Storm Water Funds; Capital Improvements Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Johnston 2	Extend 72" Storm Sewer Pipe under Johnston Drive	River Flooding, Flash Flooding	New	Fire Chief	Storm Water Funds; Capital Improvements Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Johnston 3	Construct flood control structure on Johnston Drive	River Flooding, Flash Flooding	New	Fire Chief	Storm Water Funds; Capital Improvements Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Johnston 4	Multi-purpose Safe Room at Lew Clarkson Park	Tornado	New	Fire Chief	Capital Improvements Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Johnston 5	Continue to work with Iowa DOT to eliminate flooding at Northwest Beaver Drive (water impounded since the 2008 flood may be affecting the water table and may be polluted)	River Flooding, Flash Flooding	Both	Fire Chief	Storm Water Funds; Capital Improvements Budget; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High

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Johnston 6	Conduct flood impact study on Merle Hay and Beaver Creek area	River Flooding, Flash Flooding	Both	Fire Chief	Storm Water Fund; FEMA HMA Grants	Medium-Term	Local Plans and Regulations	Continuing	2	Medium
Johnston 7	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding, Flash Flooding	Both	Fire Chief	Storm Water Funds; City General Budget	Long-Term	Local Plans and Regulations	Continuing	2	Medium
Johnston 8	Install New Warning Sirens to cover newly annexed property to north and west of Johnston	Tornado, Thunderstorm with Lightning/Hail	New	Fire Chief	City Capital Improvement Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	High
Johnston 9	Install radio repeater to communicate with all warning sirens and newly acquired monitoring system to ensure consistent communication with remote sirens that do not have good line of site transmission back to Public Works	Tornado, Thunderstorm with Lightning/Hail	New	Fire Chief	City Capital Improvement Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	2, 4	High
Johnston 10	With the support of Polk County Emergency Management, develop and maintain consistent communication with the U.S. Army Corps of Engineers regarding the current condition of Saylorville Dam and any actions taken to reduce deficiencies and risks associated with the structure.	Dam Failure	Existing	Fire Chief	City General Fund; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium

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Johnston 11	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zone of Saylorville Dam.	Dam Failure	Existing	Fire Chief	City General Fund; FEMA HMA Grants	Medium-Term	Education and Outreach	New	4	Medium
Mitchellville 1	Backup power generator for police/fire station	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Existing	Police, Fire	General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Mitchellville 2	Reinforce police/fire station roof	Windstorms	Existing	Police, Fire	General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Mitchellville 3	Re-wiring the electrical system for police/fire station	Windstorms	Existing	Police, Fire	General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Low
Mitchellville 4	New siren on east edge of town	Windstorms	New	Police, Fire	Capital Improvement Funds; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High

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Mitchellville 5	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Both	Police, Fire	General Operating Budget	Long-Term	Local Plans and Regulations	Continuing	2, 4	Medium
Mitchellville 6	Invest in response capabilities, including construction of a new public safety facility, replacing aging ambulances and police cars, updating City EOP, converting fire service from paid on-call to a mixed department, and adding staff.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Police, Fire	Capital Improvement Funds, LOSST Funds; Bond Issuance	Long-Term	Structure and Infrastructure Projects	New	2	Low
Mitchellville 7	City-Wide Storm Shelter	Tornado	New	Police, Fire	Capital Improvement Funds; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	High
Pleasant Hill 1	Generator for lift station at Southeast 60th Street	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire,	Existing	Community Development	Capital Improvement Fund; Sewer Fund; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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		thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm								
Pleasant Hill 2	Flood mitigation planning elevation of southeast connector so water passes underneath – current road is in flood zone	River Flooding	Existing and New	Community Development	Capital Improvement Fund; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Pleasant Hill 3	Creation of storm water utility (with taxing and bonding authority); Explore increase to utilities fees to complete storm water utilities.	Flash Flooding	N/A	Community Development	Stormwater Utility Fees	Long-Term	Local Plans and Regulations	Continuing	2	Medium
Pleasant Hill 4	Relocation of Public Works and Parks facilities (including gas pumps for city vehicles) which are in flood zones	River Flooding	Existing	Community Development	Capital Improvement Fund; TIF; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Pleasant Hill 5	Safe room incorporation into new city facilities / construction	Windstorm, Tornado	New	Community Development	Capital Improvement Fund; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Pleasant Hill 6	Regional detention facilities throughout the community	Flash Flooding	New	Community Development	General Obligation Fund; Stormwater Utility Fees; Capital Improvement	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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					Fund; FEMA HMA Grants					
Pleasant Hill 7	Enhance combined development of Des Moines Area Regional GIS Partnership	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	N/A	Community Development	General Obligation Fund	Medium-Term	Local Plans and Regulations	Continuing	3	Low
Pleasant Hill 8	Construction of new culvert at Little Four Mile Creek Drive 4400 block	Flash Flooding, Flooding	New	Community Development	Capital Improvement Fund; Stormwater Utility Fees	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Pleasant Hill 9	Pursue remedial flood mitigation actions associated with the South East Des Moines (SEDM) Levee, US 65	River Flooding	Existing	Community Development	Capital Improvement Fund; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Pleasant Hill 10	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA;	River Flooding	Existing and New	Community Development	General Obligation Fund	Long-Term	Local Plans and Regulations	Continuing	2, 4	Medium

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	and participating in floodplain identification and mapping.									
Pleasant Hill 11	Flood way buyout program	River Flooding	New	Community Development	General Obligation Fund; Stormwater Utility Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High
Pleasant Hill 12	Construction of Storm Water Detention Basins, Buffer Strips, and Channel Improvements to Fourmile Creek through the Fourmile Creek Watershed Authority	River Flooding, Flash Flooding	Both	Community Development	Capital Improvement Fund; Stormwater Utility Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	3, 4	Medium
Pleasant Hill 13	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to Spring Creek watersheds through the Watershed Authority	River Flooding, Flash Flooding	Both	Community Development	Capital Improvement Fund; Stormwater Utility Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	3, 4	Medium
Pleasant Hill 14	Management of Stream Buffers - along creek beds / river beds	River Flooding	Existing	Community Development	General Obligation Fund; Stormwater Utility Fees	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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Pleasant Hill 15	Modify existing Public Works and Parks Facilities to become more flood resistant and accessible during high water events	River Flooding, Flash Flooding	Both	Community Development	General Obligation Fund; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Pleasant Hill 16	Create a redundant communication network including construction of communication tower, fiber ring, multiple service providers and other available technology advances for traffic signals and municipal buildings to ensure emergency and critical communication is always accessible. Consider satellite phones for emergency operations.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Community Development	General Obligation Fund; Federal comms and preparedness grants, EMPG	Long-Term	Structure and Infrastructure Projects	New	2	Medium
Pleasant Hill 17	Add solar, electric vehicle, geothermal and other energy efficient programs where appropriate to City buildings to add redundancy. Provide grounding and surge protectors where appropriate.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Community Development	General Obligation Fund	Long-Term	Structure and Infrastructure Projects	New	4	Medium

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Pleasant Hill 18	Equip public safety professionals with gear appropriate for hazard response and rescue efforts such as water rescue suits, PFDs, thermal cameras, and other necessary equipment.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	N/A	Community Development	General Obligation Fund; Equipment Replacement Fund; Federal preparedness grants, EMPG	Medium-Term	Local Plans and Regulations	New	2	Medium
Pleasant Hill 19	Create a cyber-security plan or conduct vulnerability analysis and implement recommendations to ensure safe data protection including software upgrades, policy adoption, data backup, education and training, and other relevant steps to maintain control of City network.	Cyberattack	N/A	Community Development	General Obligation Fund; Federal cyber security grants, EMPG	Medium-Term	Local Plans and Regulations	New	2	Low
Pleasant Hill 20	Develop a robust pedestrian network to accommodate and separate users, especially in critical areas such as the bridge over Fourmile Creek (add sidewalk/trail), grade separated crossings where appropriate, advanced flashers for at grade crossings	Infrastructure Failure	New	Community Development	Capital Improvement Fund	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Polk City 1	Safe Room for: police department/fire department/ community center/city hall/ visitors at area lakes	Tornado	Existing	Fire, Planning	City General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High

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Polk City 2	Safe room for sports complex	Tornado	New	Fire, Planning	City General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Polk City 3	Advocate for structural enhancements to Mile Long Bridge to bring to current DOT standards	River Flooding	Existing	Fire, Planning	City General Operating Budget; Federal Infrastructure Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Polk City 4	Storm sirens at Hugg Drive and Westside Drive	Tornado	New	Fire, Planning	City General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Polk City 5	Lining of public sewers to mitigate infiltration of the main pump.	Flash Flooding	Existing	Fire, Planning	City General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Polk City 6	Culvert at N 3rd -Bedshed Drive to mitigate water running over the road flooding buildings	Flash Flooding	Existing	Fire, Planning	City General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Polk City 7	Join the National Flood Insurance Program	River Flooding	Both	Fire, Planning	City General Operating Budget;	Long-Term	Local Plans and Regulations	Continuing	2	High

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Polk City 8	Conduct tabletop exercise with Emergency Management and U.S. Army Corps of Engineers to assess readiness for dam failure and identify gaps in preparedness (Big Creek Diversion Dam).	Dam Failure	Existing	All HMPC representatives from participating jurisdictions	FEMA HMA or HHPD Grants	Long-Term	Structure and Infrastructure Projects	New	4	High
Runnells 1	Backup power generator for community center at 108 Brown Street	Tornado	New	Fire Department	G-L Community Center; FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Runnells 2	Document electronic backup for city critical documents	Tornado	N/A	Fire Department	G-L City Hall	Medium-Term	Local Plans and Regulations	Continuing	2	Medium
Runnells 3	Development of new lagoon at sewer station to mitigate overflow in high rains	Flash Flooding	New	Fire Department	Sewer Proprietary; FEMA HMA Grants	Short-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Runnells 4	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	Fire Department	G-L Ground Maintenance	Long-Term	Local Plans and Regulations	Continuing	2	High
Runnells 5	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zones of Red Rock Dam - Avon Station Remedial	Dam Failure	Existing	Fire Department	FEMA HMA Grants	Medium-Term	Education and Outreach	New	4	Medium

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	Works, Red Rock Dam - Carlisle Remedial Dam, and Saylorville Dam,									
Urbandale 1	Hickman Rd interchange (in conjunction with the DOT I-80/35 widening project)	Infrastructure Failure	Both	DOT, Engineering	CIP	Medium (2028)	Infrastructure	New	High	High
Urbandale 2	Meredith Drive widening/extension, 156th 170th – 184th St.	Infrastructure Failure	Both	Engineering	CIP	Medium (2028)	Infrastructure	New	Low	Low
Urbandale 3	NW 54th St widening	Infrastructure Failure	Both	Urbandale, Johnston	CIP	Short (2026)	Infrastructure	New	Low	Low
Urbandale 4	170th St. (Alices Rd) widening north of Meredith	Infrastructure Failure	New	Engineering	CIP	Medium (2028)	Infrastructure	New	Low	Low
Urbandale 5	Merle Hay Reinvestment District Stormwater Improvements Project	Flash Flooding	Existing	Engineering	CIP	Short (2025)	Infrastructure	New	Medium	Medium

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Urbandale 6	Oliver Smith Drive Storm Sewer Improvements	Flash Flooding	Existing	Engineering	CIP	Medium (2028)	Infrastructure	New	Medium	Medium
Urbandale 7	Roseland Drive Storm Sewer Improvements	Flash Flooding	Existing	Engineering	CIP	Medium (2028)	Infrastructure	New	Medium	Medium
Urbandale 8	Storm Sewer Extension to the Merle Hay Reinvestment District	Flash Flooding	Existing	Engineering	CIP	Medium (2028)	Infrastructure	New	Medium	Medium
Urbandale 9	66th Street Storm Sewer Improvements	Flash Flooding	Existing	Engineering	CIP	Medium (2028)	Infrastructure	New	Medium	Medium
Urbandale 10	Expansion of the Waaterford Rd. Public Work site	Flash Flooding	Both	Public Works	CIP	Medium (2028)	Structure	New	Low	Low
Urbandale 11	Replace Fire Station 41	Structure Fire	Both	Fire	CIP	Medium (2028)	Structure	New	High	High

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Urbandale 12	Hickman Rd interchange (in conjunction with the DOT I-80/35 widening project)	Infrastructure Failure	Both	DOT, Engineering	CIP	Medium (2028)	Infrastructure	New	High	High
Urbandale 13	Address physical and structural deficiencies to reduce risk associated with the Parkview Dam and maintain its satisfactory condition.	Dam Failure	Existing	Public Works	CIP	Medium (2028)	Infrastructure	New	4	High
Urbandale 14	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zones of Clive Lake Dam, Parkview Lake Dam, and Saylorville Dam.	Dam Failure	Existing	Public Works	CIP	Medium (2028)	Education and Outreach	New	4	High
West Des Moines 1	Elevation of I-35 Bridge over Raccoon River and Highway 28 Bridge over Raccoon River to mitigate washout	River Flooding	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High
West Des Moines 2	Pursue remedial flood mitigation actions associated with the Southeast Des Moines (SEDM) Levee, US 65	River Flooding	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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West Des Moines 3	Lining of public sewers in the Valley Junction Area to mitigate infiltration at the Main Pump-2 Phases	Flash Flooding	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 4	Lining of public sewers in the Fairmeadows Creek Area to mitigate infiltration of the main pump	Flash Flooding	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 5	Map and buffer Tier II facilities within City and adjacent to City perimeter. Develop emergency response and subsequent evacuation routes for HAZMAT incidents based on these mappings.	HAZMAT Incident, Transportation Incident	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Medium-Term	Local Plans and Regulations	Continuing	2, 3	High
West Des Moines 6	Implement recommended storm water improvements from the Westown-PCP drainage study.	Flash Flooding	Existing and New	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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West Des Moines 7	Installation of ice protection structures at regional radio communications infrastructure sites.	Winter storms, Windstorms	New	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Economic Development Funds; FEMA Preparedness Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 8	Develop evacuation routes for hazard incidents, flooding incidents, and serve weather incidents.	HAZMAT Incident, Transportation Incident	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Economic Development Funds; FEMA preparedness Grants	Medium-Term	Local Plans and Regulations	Continuing	1, 2	High
West Des Moines 9	Map Tier II facilities within City and adjacent to City perimeter.	HAZMAT Incident, Transportation Incident	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Economic Development Funds; FEMA preparedness Grants	Medium-Term	Local Plans and Regulations	Continuing	2, 3	Medium
West Des Moines 10	In conjunction with redevelopment, identify and implement storm water drainage improvement recommendations within the Blue Creek drainage basin.	Flash Flooding	Both	Fire and EMS	City General Operating Budget; Capital Improvement Funds FEMA HMA Grants	Long-Term	Local Plans and Regulations, Structure and Infrastructure Projects	Continuing	4	Medium

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West Des Moines 11	Enhance current floodplain management efforts by updating the Floodplain Management Ordinance, which includes new Flood Insurance Rate Maps, associated ordinance language approved by IDNR/FEMA, and increased requirements for City facilities including public services, emergency services, and similar structures that are critical to maintaining City functions in an emergency to be elevated a minimum of one (1) foot above the 500-year flood.	Flash Flooding	Both	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Long-Term	Local Plans and Regulations	Continuing	1, 2, 4	Medium
West Des Moines 12	SE Basins Stormwater Improvements (Valley Junction Area) approximate boundary: 19th St. & Woodland Ave. to Grand Ave. & Railroad Avenue to Lincoln St. & HWY 28 to Hwy 28 & Prospect Ave.	Flash Flooding, Transportation Incident	Both	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 13	NE Basins Stormwater Improvements (Valley Junction Area) approximate boundary: Hwy. 28 & N. of Ashworth Rd. to Hoak Dr. & IA Interstate RR to Office Park Road & 15th St. to Ashworth Rd. & 11th St. to Ashworth Rd. & 9th St. to Grand Ave. & 9th St. to Grand Ave. & 8th St. to 5th St. & Prospect Ave. to 5th St. & Vine St. to Hwy 28 & Vine St. to Hwy 28 & Lincoln St. to Walnut Creek Levee (Des Moines) to Hwy. 28 & N. of Ashworth Rd.	Flash Flooding, Transportation Incident	Both	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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West Des Moines 14	Raccoon River - Bank Stabilization	River Flooding, Transportation Incident	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 15	Grand Avenue Stormwater Pump Station Near Raccoon River Dr.	River Flooding, Transportation Incident	New	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater Fees; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 16	Blue Creek Basins Stormwater Improvements (5 Basins)	Flash Flooding	Both	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 17	Iowa Interstate Railroad Bridge near Raccoon River Park Entrance and Raccoon River Park Soccer Complex Culvert	Flash Flooding, Transportation Incident	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

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West Des Moines 18	Fairmeadows Creek - 27th & Vine Culvert	Flash Flooding	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 19	Walnut Creek Watershed Management Authority Misc. Projects	Flash Flooding	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 20	62nd & Railroad Ave Sanitary Sewer Gate Structure Replacement	Infrastructure Failure	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; Economic Development Funds; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 21	8th Street Reconstruction - I-235 to Clegg Road	Transportation Incident	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; Economic Development	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
					Funds; FEMA HMA Grants					
West Des Moines 22	S. 88th Street Railroad Crossing improvements- Near Raccoon River Drive	Transportation Incident	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Economic Development Funds; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines 23	Evaluate and consider participation or adoption of programs, standards, and policies to achieve compliance by alternate means and methods or phased improvements to bring older developed areas within the jurisdiction into compliance with building, fire, and flood hazard standards.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Economic Development Funds; FEMA HMA Grants	Long-Term	Local Plans and Regulations	New	2	Medium
West Des Moines 24	Address physical and structural deficiencies to reduce risks associated with West Lake Office Park Dam and Glen Oaks Country Club Dam as well as maintaining the satisfactory condition of these dams.	Dam Failure	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; Economic Development	Long-Term	Structure and Infrastructure Projects	New	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
					Funds; FEMA HMA Grants					
West Des Moines 25	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zones of Clive Lake Dam, Glen Oaks Country Club Dam, Saylorville Dam, and West Lake Office Park Dam.	Dam Failure	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; Economic Development Funds; FEMA HMA Grants	Long-Term	Education and Outreach	New	4	Medium
Windsor Heights 1	Install residential check valves at Washington Avenue and 70th Street	Flash Flooding	Existing	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Windsor Heights 2	Replace storm sewer intakes	Flash Flooding	Existing	City Administrator's Office	Stormwater Fund	Long-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Windsor Heights 3	Identify potential future shelter sites	Windstorms	Existing & New	City Administrator's Office	General Operating Budget; FEMA Preparedness Grants	Short-term	Local Plans and Regulations	Continuing	4	High

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Windsor Heights 4	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing & New	City Administrator's Office	General Operating Budget	Long-term	Local Plans and Regulations	Continuing	1	High
Windsor Heights 5	Walnut Creek bank stabilization	River Flooding	Existing	City Administrator's Office	Stormwater Funds; FEMA HMA Grants	Long-term	Structure and Infrastructure Projects	Continuing	4	Medium
Windsor Heights 6	Construct a non-accredited levee along the east bank of Walnut Creek between southwest of Wal-Mart and I-235 or Construct an accredited levee along the east bank of Walnut Creek between east of Wal-Mart / west of the Colby Park neighborhood and I-235. or Construct an accredited levee along the east bank of Walnut Creek between the Colby Park neighborhood and I-235.	River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-term	Structure and Infrastructure Projects	New	4	High
Windsor Heights 7	Channel Modification. Construct channel improvements from I-235 to 63rd Street.	Flash Flooding; River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 8	Construct one or more flood risk reduction dams or detention cells	Flash Flooding; River Flooding	New	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Windsor Heights 9	Upstream dam in upper Walnut Creek Watershed	River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 10	Install a concrete barrier along selected properties beside North Walnut Creek.	River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 11	Acquisition of shared resource emergency vehicles	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	N/A	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Medium-Term	Local Plans and Regulations	New	2	Medium
Windsor Heights 12	Relocate Public Works and Community Center out of flood plain.	River Flooding	Existing	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	High
Windsor Heights 13	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zone of Clive Lake Dam.	Dam Failure	Existing	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Medium-Term	Education and Outreach	New	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Delaware Township 1	Standby Generator Installation	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	New	Fire	HMGP 5%; Community donations	Long-Term	Structure and Infrastructure Projects	Continuing	2, 4	High
Delaware Township 2	Replace Fire Engine	Structural Fire	New	Fire	Preparedness Grants; Community donations	Medium-Term	Local Plans and Regulations	New	2	Medium
Des Moines Water Works 1	Evaluate and repair flood gates located at the Fleur Drive Water Treatment Plant.	River Flooding	Existing	DMWW	DMWW Capital Improvement Funds; HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	2, 4	High
Des Moines Water Works 2	Evaluation of ring levee protecting Fleur Drive Water Treatment Plant.	River Flooding	Existing	DMWW	DMWW Capital Improvement Funds; HMA Grants	Medium-Term	Local Plans and Regulations	Continuing	2, 4	High
Des Moines Water Works 3	Add flood protection to the East Low Lift and East High Lift facilities at the Fleur Drive Water Treatment Plant.	River Flooding	Existing	DMWW	DMWW Capital Improvement Funds; HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Des Moines Water Works 4	Evaluate and mitigate flood hazards at the Maffitt Water Treatment Plant, including but not limited to: wells, riprap, levees, pump station, and river intake.	River Flooding	Existing	DMWW	DMWW Capital Improvement Funds; HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Des Moines Water Works 5	Improve resiliency to cyanotoxins in source water at all three water treatment plants.	River Flooding	Existing	DMWW	DMWW Capital Improvement Funds; HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	Medium
Ankeny Schools 1	Multi-purpose Safe Rooms District Wide	Tornado	Both	Ankeny Schools	Physical Plant & Equipment Levy; Secure an Advanced Vision for Education; School Bonds; General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Ankeny Schools 2	Emergency HVAC Shut-Off	Hazardous Materials	Both	Ankeny Schools	Physical Plant & Equipment Levy; Secure an Advanced Vision for Education; School Bonds; General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Ankeny Schools 3	Safety Film/Glass	Intruder	New	Ankeny Schools	Physical Plant & Equipment Levy; Secure an Advanced Vision for Education; School Bonds; General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Ankeny Schools 4	Back-up Facility Generators	Tornado	Existing	Ankeny Schools	Physical Plant & Equipment Levy; Secure an Advanced Vision for Education; School Bonds; General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Ankeny Schools 5	Bi-Directional Amplifiers (BDA) capable of both P25 and Mototrbo to enhance interoperable communications between responders and school officials in an emergency	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Ankeny Schools	Physical Plant & Equipment Levy; Secure an Advanced Vision for Education; School Bonds; General Operating Budget; FEMA Preparedness Grants	Medium-Term	Local Plans and Regulations	New	2	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Bondurant-Farrar Schools 1	Storm Safe Room at Anderson Elementary	Tornado	Existing	Bondurant-Farrar School District	Physical Plant & Equipment Levy; Secure an Advanced Vision for Education; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Des Moines Schools 1	DAS and repeaters- (Distributed antenna system) As Des Moines Public Schools becomes more energy efficient, cellular and radio communications are blocked within our buildings. In order to combat this, we need to add DAS antennas and repeaters. This improves communication capabilities for not only DMPS staff, but also all emergency responders.	Infrastructure Failure	Existing	Des Moines Schools	Capital expenses; FEMA preparedness Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	2, 4	Medium
Des Moines Schools 2	Virtual, remote server farm service for disaster recovery due to flood, tornado, windstorm. Our servers are in a building that is in a flood plain. Our back-up system is downtown which also has the potential to flood. In order to recover from a disaster we need the ability to transfer all systems to a remote 3rd party.	Infrastructure Failure	Existing	Des Moines Schools	Capital expenses; FEMA preparedness Grants	Long-Term	Structure and Infrastructure Projects	Continuing	2, 4	Medium
Des Moines Schools 3	Backup Generation at all of our schools and administrative offices	Infrastructure Failure	Existing	Des Moines Schools	PPEL; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Des Moines Schools 4	Construct new safe rooms at various elementary schools	Tornado	Existing	Des Moines Schools	Capital expenses; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	Continuing	4	High
Johnston Schools 1	Sprinklers in facility at 6510 NW 62nd when repurposing the building	Fire	Existing	Johnston Schools	Capital Improvements Fund; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Johnston Schools 2	Replace and upgrade of emergency communication radio system	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Existing	Johnston Schools	Capital Improvements Fund; FEMA preparedness Grants	Medium-Term	Local Plans and Regulations	Continuing	2	Medium
North Polk Schools 1	Construct safe rooms at Central Elementary and North Polk Junior/Senior High School	Tornado	Existing	North Polk Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education; bond sales; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
North Polk Schools 2	Research, scope, and conduct structural and non-structural retrofits to reduce the vulnerability of school district facilities to all hazards.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Existing	North Polk Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education; bond sales; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	New	4	High
Southeast Polk Schools 1	Construction of Multi-purpose Safe Rooms District Wide	Tornado, Windstorm	Both	Southeast Polk Schools	Public referendum; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Southeast Polk Schools 2	Internal and outward-facing electronic communications for emergency/disaster mitigation	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Southeast Polk Schools	Iowa School Safety Grant; FEMA preparedness Grants	Medium-Term	Local Plans and Regulations	Continuing	2	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Southeast Polk Schools 3	Emergency Radios in all schools	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	New	Southeast Polk Schools	Iowa School Safety Grant; FEMA preparedness Grants	Medium-Term	Local Plans and Regulations	Continuing	2	Medium
Southeast Polk Schools 4	Replace antiquated district surveillance cameras and install new systems in all schools	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	New	Southeast Polk Schools	Iowa School Safety Grant; FEMA preparedness Grants	Medium-Term	Local Plans and Regulations	Continuing	2	Medium
Urbandale Schools 1	Implement Emergency Operations Plan	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire,	Existing	Urbandale Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education	Long-Term	Local Plans and Regulations	Continuing	2	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
		thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm								
Urbandale Schools 2	Ballistic film and Glazing	Tornado, Active Shooter (Not Profiled)	Both	Urbandale Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education; HMA grants; school preparedness grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Urbandale Schools 3	Internal Locking Capabilities at District Buildings	Active Shooter (Not Profiled)	Existing	Urbandale Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education; school preparedness grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
Urbandale Schools 4	Opening access to internal/external cameras in school buildings to the Urbandale Police Department. This provides them immediate access in an emergency situation so they can have eyes on everywhere. Training will continue as they identify appropriate staff.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Urbandale Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education; school preparedness grants	Medium-Term	Structure and Infrastructure Projects	New	2, 3, 4	High

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Urbandale Schools 5	Allow the Urbandale Police Department to use empty facilities and occupied facilities after hours to train. This provides them with a familiarity of the buildings should they need to come into a situation.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Urbandale Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education; school preparedness grants	Medium-Term	Local Plans and Regulations	New	2, 3, 4	High
Urbandale Schools 6	Increase the number of internal/external cameras in school buildings to ensure all areas are captured.	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	Both	Urbandale Schools	Physical Plant and Equipment Levy; Secure an Advanced Vision for Education; school preparedness grants	Medium-Term	Structure and Infrastructure Projects	New	2, 3, 4	High
West Des Moines Schools 1	Installation of FEMA compliant safe rooms/areas in three elementary school buildings.	Tornado	Existing	West Des Moines Schools	Capital Improvement Funds; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
West Des Moines Schools 2	Installation of FEMA compliant safe room/area in a Jr. High building.	Tornado	Existing	West Des Moines Schools	Capital Improvement Funds; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	High
West Des Moines Schools 3	Installation of generator(s) to serve the FEMA compliant safe rooms/areas in three elementary buildings.	Tornado	Existing	West Des Moines Schools	Capital Improvement Funds; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
West Des Moines Schools 4	Installation of generator (s) to serve the FEMA compliant safe room/area in a Jr. High building	Tornado	Existing	West Des Moines Schools	Capital Improvement Funds; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium

City of Clive

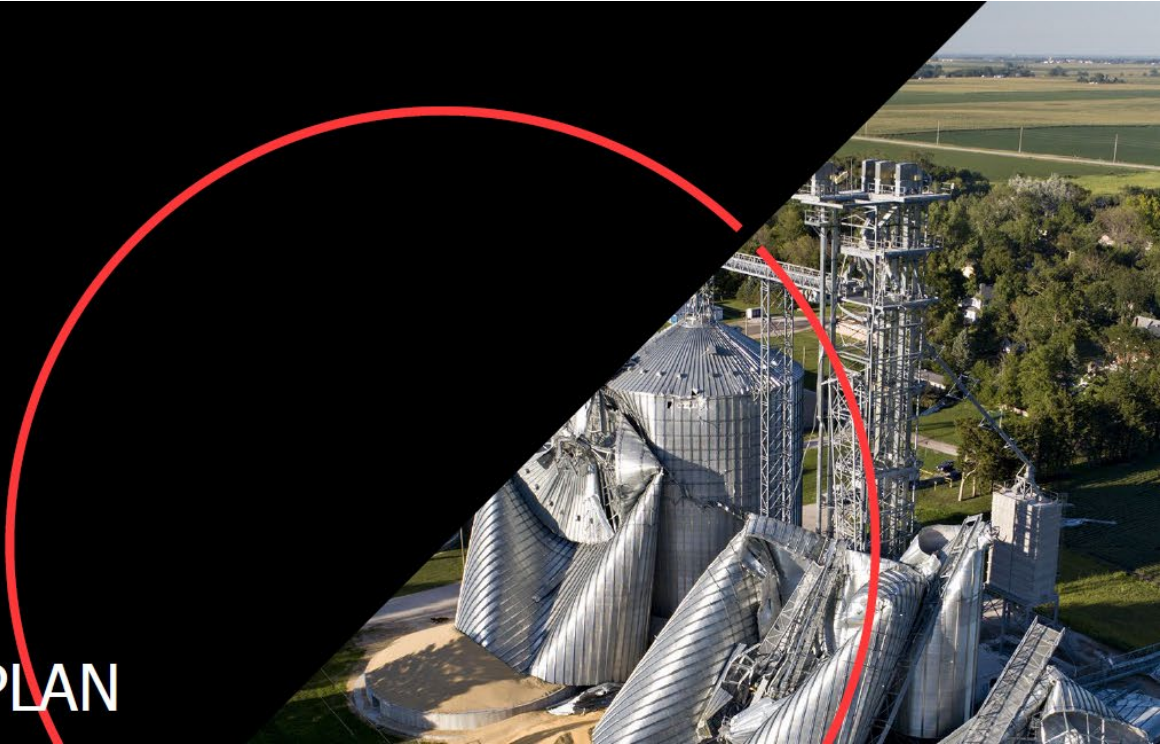


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POLK COUNTY HAZARD MITIGATION PLAN

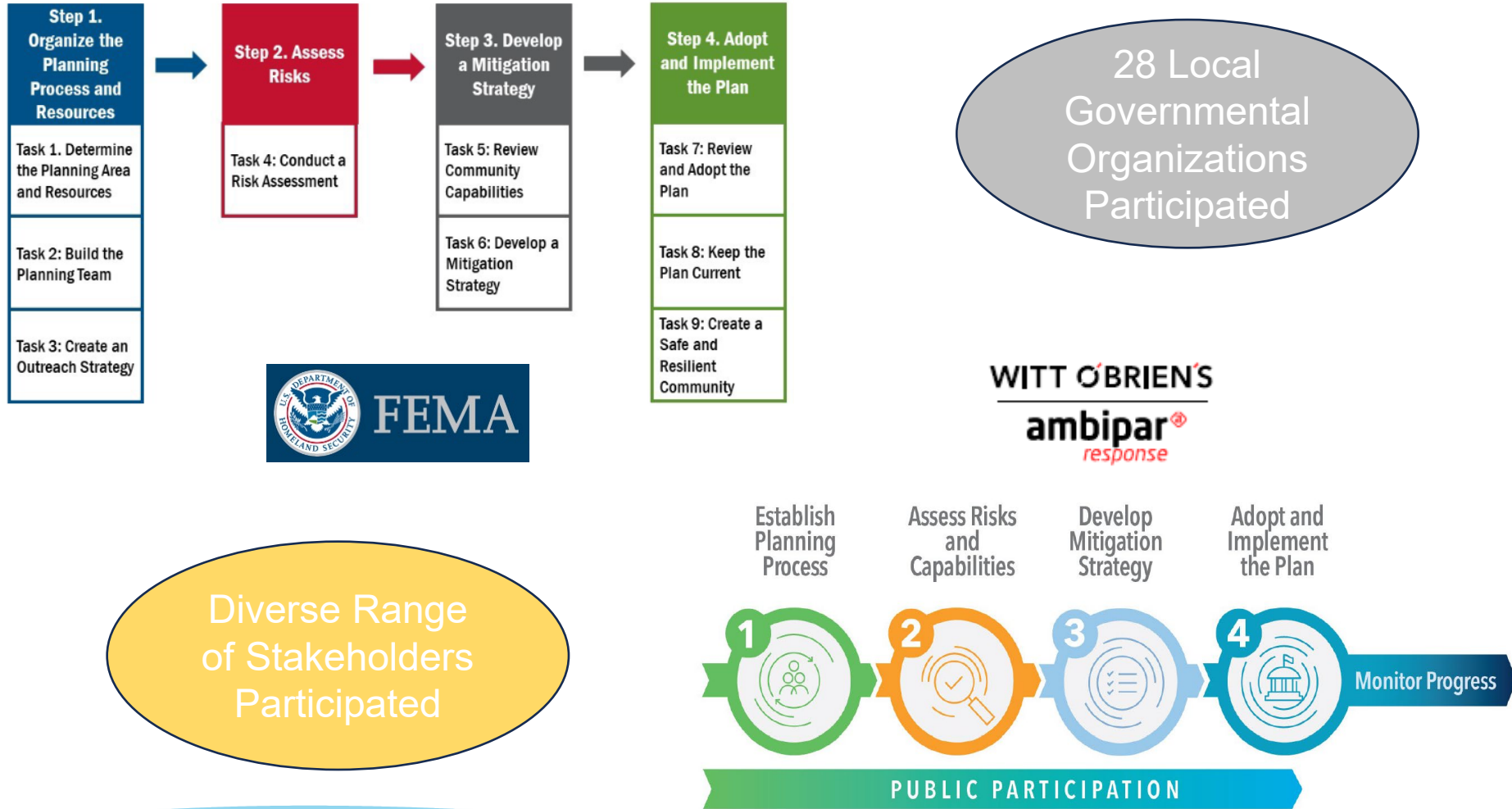


Hazard Mitigation Plan

A hazard mitigation plan is intended to provide a framework for local governments to evaluate capacity and strengthen capabilities that can assist in lessening the impacts of disasters.

Additionally, a Hazard Mitigation Plan is required of any local government that requests certain federal funding associated with both pre-disaster and recovery efforts.

Hazard Mitigation Plan Process



Planning Area Profile & Capability Assessment

	2010		2020	
	Count	% of Total	Count	% of Total
Total Population	430,640	100%	492,401	100%
White	364,895	84.7%	373,903	75.9%
Black or African American	25,853	6.0%	35,623	7.2%
American Indian or Alaska Native	1,384	0.3%	2,274	0.5%
Asian	15,220	3.5%	24,510	5.0%
Native Hawaiian or Other Pacific Islander	254	0.1%	302	0.1%
Some Other Race	12,629	2.9%	19,100	3.9%
Two or More Races	10,405	2.4%	36,689	7.5%

Figure 4. Average Yearly Temperature for Polk County, Iowa 1895 - 2023

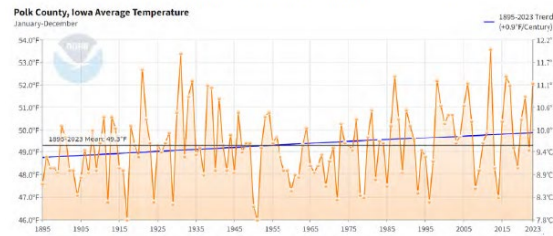
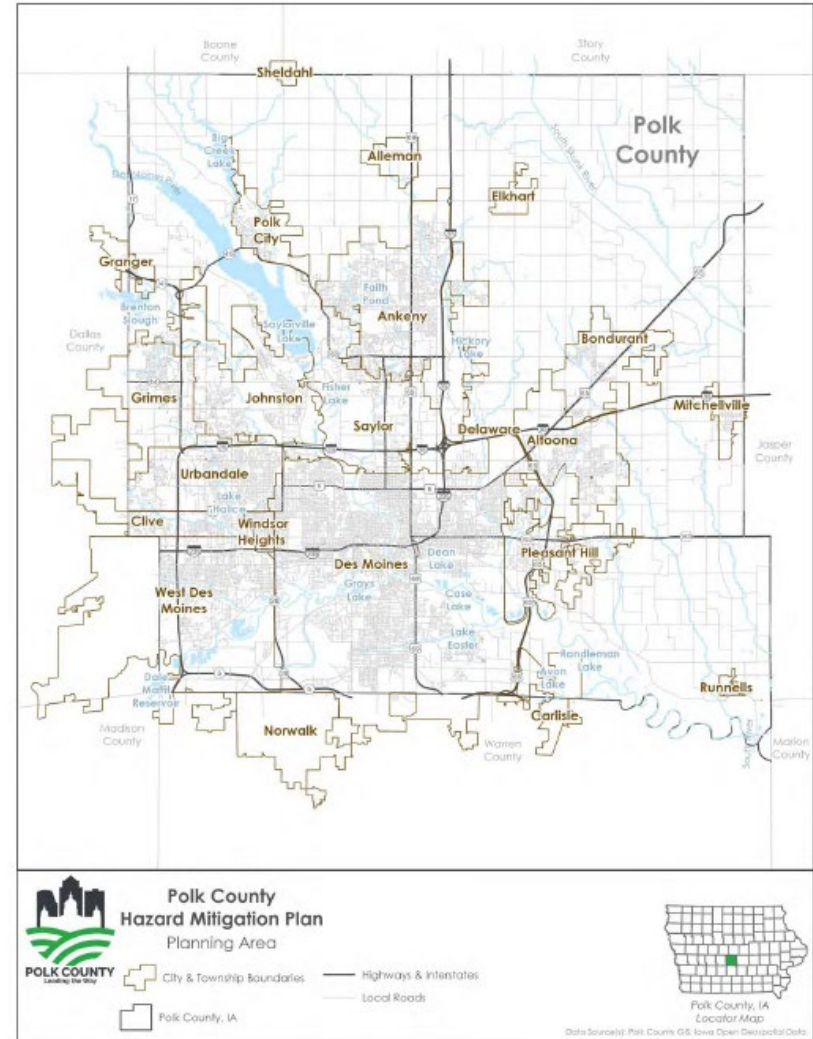
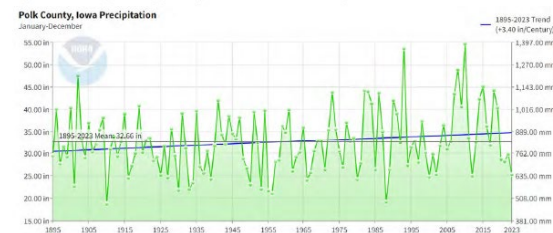


Figure 5. Average Yearly Precipitation for Polk County, Iowa 1895 - 2023



Risk Assessment

Step 1- Hazards Identified (22)

Methodology

(FEMA Publication 386-2)

- Step 1- Identify Hazards
- Step 2- Profile Hazard Events
- Step 3- Inventory Assets
- Step 4- Estimate Losses

Animal/Crop/Plant
Disease
Climate Change
Cyberattacks
Dam Failure
Drought
Earthquake
Expansive Soils
Extreme Temperature
Flash Flooding*
Grass/Wildland Fire
Hazardous Materials

Human Disease*
Infrastructure Failure
Levee Failure
River Flooding*
Sinkholes/Landslide
Structural Fire
Thunderstorm
Lightning/Hail
Tornado*
Transportation Incident
Windstorm*
Winter Storm*

* FEMA Disaster Declaration (1953-2024)

Risk Assessment

Likelihood



Severity

Table 16 - Polk County Health Hazard Assessment and Prioritization Ranking Results

Hazard	Health Severity	Community Impact	Public Health System Impact	Healthcare System Impact	Total Health Hazard Score
Animal/Plant/ Crop Disease	2	0	2	0	4
Climate Change	1	1	1	1	4
Cyber Attacks	2	3	2	3	10
Dam Failure	3	1	1	2	7
Drought	1	0	1	1	3
Earthquake	1	1	1	3	6
Expansive Soils	1	0	0	2	3
Extreme Temperature	2	2	2	2	8
Flash Flooding	2	3	1	2	8
Grass/Wildland Fire	0	0	0	0	0
Hazardous Materials Incident	2	1	3	2	8
Human Disease	3	3	4	3	13
Infrastructure Failure	4	3	2	4	13
Levee Failure	1	2	1	1	5
River Flooding	1	3	1	2	7
Sinkholes/Landslide	0	0	0	2	2
Structural Fire	2	1	2	2	7
Thunderstorm/ Lightning/Hail	2	1	1	1	5
Tornado	1	3	3	2	9
Transportation Incident	2	1	1	3	7
Windstorm	1	0	0	1	2
Winter Storm	2	4	2	3	11

Table 13 - Probability Score Scale and Definitions

Probability	Definitions
Unlikely	Less than 10% probability in any given year (up to 1 in 10 chance of occurring), history of events is less than 10% likely or the event is unlikely but there is a possibility of its occurrence.
Occasional	Between 10% and 20% probability in any given year (up to 1 in 5 chance of occurring), history of events is greater than 10% but less than 20% or the event could possibly occur.
Likely	Between 20% and 33% probability in any given year (up to 1 in 3 chance of occurring), history of events is greater than 20% but less than 33% or the event is likely to occur.
Highly Likely	More than 33% probability in any given year (event has up to a 1 in 1 chance of occurring), history of events is greater than 33% likely or the event is highly likely to occur.

Table 14 - Polk County Planning Area Probability Results

Hazard	Probability
Animal/Plant/Crop Disease	Unlikely
Climate Change	Highly Likely
Cyber Attacks	Likely
Dam Failure	Unlikely
Drought	Highly Likely
Earthquakes	Unlikely
Expansive Soils	Unlikely
Extreme Temperature	Occasional
Flash Flooding	Highly Likely
Grass or Wildland Fire	Occasional
Hazardous Materials Incident	Highly Likely
Human Disease	Highly Likely
Infrastructure Failure	Highly Likely
Levee Failure	Unlikely
River Flooding	Highly Likely
Sinkholes/Landslide	Occasional
Structural Fire	Highly Likely
Thunderstorm with Lightning and Hail	Highly Likely
Tornado	Highly Likely
Transportation Incident	Highly Likely
Windstorm	Likely
Winter Storm	Highly Likely

Mitigation Strategies

Goals

1. Increase public awareness of disaster risks and empower the public to collectively and individually participate in hazard mitigation.
2. Increase municipal and county government capability to plan for and implement hazard mitigation projects, programs and activities.
3. Engage and coordinate with public, nonprofit, and other non-governmental partners to expand the scope of hazard mitigation and encourage these entities to participate in risk reduction activities.
4. Conduct cost-effective hazard mitigation projects to reduce the vulnerability of critical facilities, infrastructure and other assets.

Objectives

1. Prevention
2. Property Protection
3. Natural Resource Protection/Nature Based Solutions
4. Emergency Services
5. Public Information
6. Data Analysis, Modeling and Forecasting

Mitigation Strategies

County-Wide Actions

- CW-1 Expand capacity to implement mitigation activities
- CW-2 Explore joint cyber security training, exercises, assessments
- CW-3 Expand communication interoperability
- CW-4 Enhance early warning flood alert systems
- CW-5 Partner in domestic water load management planning
- CW-6 Partner in electrical system management planning
- CW-7 Conduct annual regional preparedness exercises
- CW-8 Partner in dam safety planning
- CW-9 Maintain storm ready designation
- CW-10 Enhanced flood hazard property owner communication
- CW-11 Expand flood hazard disclosure communication
- CW-12 Partner in watershed-based management plans
- CW-13 Partner in regional training
- CW- Partner in public education around (winter storms, structure fires, humane disease prevention, hazardous materials, extreme temperatures, expansive soils, earthquakes, etc.)
- CW-33 Partner in levee safety planning
- CW-34 Partner in sinkhole/landslide planning
- CW-36 Partner in accessing highest traffic-related risks

Mitigation Strategies

Clive Actions- Prioritized

- C-16 Update Flood Response and Recovery Plan
- C-9 University Boulevard Flood Mitigation Planning and Implementation
- C-7 Walnut Creek floodplain acquisitions
- C-8 North Walnut Creek floodplain acquisitions
- C-17 Floodplain Vegetation Management Planning and Implementation
- C-18 Update Technology Plan (vulnerability assessment and mitigation planning for cyber threats)
- C-25 Relocate University Boulevard Pump Station
- C-10 Indian Hills Neighborhood Flood Mitigation Planning and Implementation
- C-20 Update Floodplain Development Regulations
- C-2 Enhance EM communications (website, social, print) regarding risks, vulnerabilities and preparedness opportunities
- C-3 Walnut Creek Watershed- streambank stabilization, buffers, wetlands, stormwater, flood control improvements
- C-24 Sub-watershed Stormwater Planning and Implementation
- C-26 Expand Flood Mitigation Planning for Public Works Facility
- C-11 Relocation of Porter Park Shelter
- C-32 Improve Flood Insurance Coverage Planning and Implementation
- C-31 Natural Floodplain Function Planning and Implementation

Mitigation Strategies

Clive Actions- Prioritized

- C-29 Obtain CRS Class 4 Status
- C-27 Expand Flood Mitigation Planning for Aquatic Center
- C-28 Improve Stormwater BMP Maintenance Planning and Implementation
- C-4 Reconstruct Greenbelt Trail Bridges
- C-19 Update and Enforce Building Codes
- C-30 Improve Drainage System Maintenance Planning and Implementation
- C-13 Regional Stormwater Management Facilities (modifications- water quality/quantity)
- C-15 North Racoon Watershed-streambank stabilization, buffers, wetlands, stormwater, flood control improvements
- C-21 Update Building Energy Efficiency Regulations
- C-1 Install/Replace backup generators
- C-23 Forestry Management Planning and Implementation
- C-22 Increase Backflow Prevention Implementation
- C-12 Swanson Boulevard Storm Sewer Flap-gates
- C-5 Reconstruct NW 86th Street Bridges
- C-6 Reconstruct Railroad Bridge (7800 block of University Boulevard)



Memo

TO: Mayor and Council members

FROM:

DATE: October 24, 2024

RE: Resolution Approving Multi-Year Professional Services Agreement for Mass Text Notification and Chatbot Services - Citibot - Year One, \$22,400; \$60,500 over three years

SYNOPSIS:

The Clive City Council has prioritized creating a mass text notification system to share accurate, timely, and valuable information with its residents and businesses. Staff have been researching options to establish this service for the past year, with a particular focus on how a new texting system will interact with cityofclive.com and other City communications platforms, what kind of information residents indicate they want to receive through texts, and right-sizing the scope of the new tool to ensure staff can wield it.

Initially, staff focused on one-way texting platforms and large providers offering integrated engagement tools, including websites, agenda management, and recreation management. Civic emerged as a potential partner who could help with texting needs and other future engagement solutions (website, recreation management, etc.). However, as we implemented our new Civic agenda management solution, we encountered issues that made us question whether they were the right partner.

Staff continued researching solutions. We also used the 2024 resident survey to determine how residents prefer to receive municipal information, whether they're likely to opt into a Clive texting service, and what topics are best suited to text (e.g., weather alerts). Based on the survey results, we are optimistic that residents will value a new texting service. We also learned that residents do not prefer to get municipal information by phone calls or in-person meetings, which led us to broaden our thinking about outcomes we should try to achieve with a new texting platform.

After consulting with communications staff in other communities, we engaged Citibot to evaluate their texting platform. Unlike the Civic one-way texting service, Citibot leverages a chatbot to create a two-way chat experience that can be deployed by text and on cityofclive.com. Citibot created a test site, and staff tested the chatbot's ability to "learn" cityofclive.com. The chatbot performed well and created a positive user experience.

Civic's one-way chat service would cost \$7,905 in year one and \$26,355 over three years. Citibot's one-way text service is \$11,500 in year one and \$23,000 over three years. Staff believe, though, that there is value in going beyond one-way text and leveraging the AI chatbot to give residents a new way to get timely, accurate, and valuable information. The Citibot solution gives us additional tools for multi-language communications and could help decrease the time front-line staff spend answering routine resident questions on phone calls.

Staff is proposing a solution beyond what the Council prioritized in strategic planning, but Citibot's solution is worth the investment. Staff recommends implementing their text service, text and website chatbot, and multi-language translation service. The year-one cost would be \$22,400, and the three-year cost would be \$60,500.

Attachments:

1. Resolution Approving Professional Services Agreement with Citibot for Mass Text Notification 10.18.24
2. Citibot Subscription Agreement_Clive, IA
3. Citibot_Proposal_City of Clive

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CITIBOT
FOR MASS TEX NOTIFICATION AND CHATBOT SERVICES

WHEREAS, the City of Clive is committed to timely, accurate, and valuable communications with its residents and businesses; and

WHEREAS, the Clive City Council has identified building a mass text notification as a strategic priority; and

WHEREAS, Clive residents indicated in the 2024 Clive Resident Survey they are likely to sign up for text notifications;

WHEREAS, the 2024 Clive Resident Survey data indicates Clive residents prefer to get municipal information from the City's websites; and

WHEREAS, the City has an opportunity to improve its website and more efficiently manage common resident inquiries using a chatbot;

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa, that the Mayor is authorized to sign and the City Manager is authorized to execute the attached professional services agreement with Citibot for mass text notification and chatbot services, with year one cost of \$22,400, and total three-year cost of \$60,500.

PASSED AND APPROVED this 24th day of October, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Citibot Subscription Agreement

This Agreement is made by and between Clive, IA (“City”) and Citibot, Inc. (“Citibot”), hereinafter referred to collectively as (the “Parties”), for the services outlined herein. This agreement is dated November 4, 2024.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service or Privacy Policy, as applicable.

“**Service**” collectively refers to the Citibot City website chatbot customer service platform, and software and/ or services made available to Subscriber. The features include (1) questions and AI result answers; (2) service request submittal (a list of search requests is referenced below by way of example and would be a part of an integration into Trello as desired, (3) direct message.

“**Content**” collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by Subscriber or any Authorized User is referred to as “**User Content**,” and all other Content of the Service is referred to as “**Citibot Content**.”

“**Subscription**” refers to the right granted by Citibot to Subscriber to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

“**Authorized User**” refers to each employee of Subscriber, citizens of Clive, IA agents and/or contractor of Subscriber authorized to access and use the Service and the Content.

2. **Term; Termination.**

- a. **Term.** The initial term of the Subscription Agreement shall commence on the date of this Agreement’s execution by the Parties and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.
- b. **Effect of Termination.** Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment.** Clive, IA is responsible for payment of the Subscription Fee as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

Pricing	Year 1	Year 2	Year 3
Implementation Fees	\$6,500	\$0	\$0
Annual Subscription - Web Chat	\$6,400	\$7,000	\$7,600
Annual Subscription - SMS Chat* **	\$3,000	\$3,500	\$4,000
Annual Subscription - Text Alerts* **	\$5,000	\$5,500	\$6,000
Annual Subscription - Multi-Language Translation	\$1,500	\$2,000	\$2,500
Total Annual Costs	\$22,400	\$18,000	\$20,100

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training, implementation, and Trello Integration. Citibot will build a custom chatbot to answer residents' questions and facilitate service request reporting. Citibot will deploy its language model in building the custom Clive, IA system and perform all the integration programming work for the Trello integration. Citibot will include its multi-language feature as well during the implementation phase.

1. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.
2. Web Chat, SMS Chat, and Multilingual Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service costs.*

Years 2-3

The pricing for Years 2-3 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

Years 4-5

Clive, IA can exercise an option to auto-renew this agreement for a 4th and 5th Year prior to 30 days before the expiration of this Agreement. A 5.0% annual price increase would be applied for each communication channel subscription.

4. **Representation and Warranty.** Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.
5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.
6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Iowa. In the event litigation shall occur related to this contract, venue shall lie exclusively in the courts of Clive, IA. If any action in law or equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to other relief to which it may be entitled.
7. **Public Records.** Citibot acknowledges that it is acting on behalf of a public agency and that this Agreement is subject to the provisions of Iowa Public Information Act and United States Freedom of Information Act regulations, and that Citibot must comply with the public records laws of the State of Iowa.

Clive, IA

Citibot, Inc.

CEO, W. Bratton Riley

Date

Date

The Citibot Communication Platform provides AI-based chat solutions for residents and their governments for efficient and timely communication. Using text messaging (SMS) and web chat technology, the Citibot Communication Platform automates customer service and increases citizen engagement — building relationships of trust between City of Clive and its residents.

Citibot Communication Platform

- **Interactive Web Chat**
 - Automated, fully integrated web assistant that interacts with web visitors, providing a conversational customer service experience through the City of Clive website.
 - Residents can submit a service request, ask a question, find information, and send a direct message into staff workflow 24/7
- **Interactive Text Chat**
 - Residents interact through a dedicated phone number. No app download is needed
 - Automated chatbot allows residents to submit a service request, ask a question, and send a direct message into staff workflow 24/7
- **Interactive Text Alerts**
 - City of Clive employees can send interactive text alerts in English and Spanish based on specified categories/topics that residents opt-in to

Implementation

- **Citibot Installation:** Citibot to provide and activate Citibot phone number, install Citibot products via the cloud, set up the cloud storage, and facilitate training with Batavia staff.
- **CRM Integration:** Citibot to integrate with the Trello or another system for service requests as requested and for a fee. Citibot to complete configuration, mapping, testing, and training.

Reporting & Analytics

- Citibot to set up a Citibot Analytic Dashboard for City of Clive to use as a real-time decision-making tool. As questions come in and issues are reported, Citibot analytics store the information, aggregate the information, and display the data in a user-friendly format.
- The data is stored in a secured cloud storage system indefinitely or as per state Freedom of Information Act Requirements mandate.
- Client to receive monthly reports via email from Citibot staff.

Marketing Services

- Onboarding packet includes Web Chat icon design, graphic design and copy for social campaign outreach for initial launch
- Press release for client to distribute announcing partnership and new service for residents
- Continued digital marketing support post-launch, including social media content and design

Other Ongoing Services

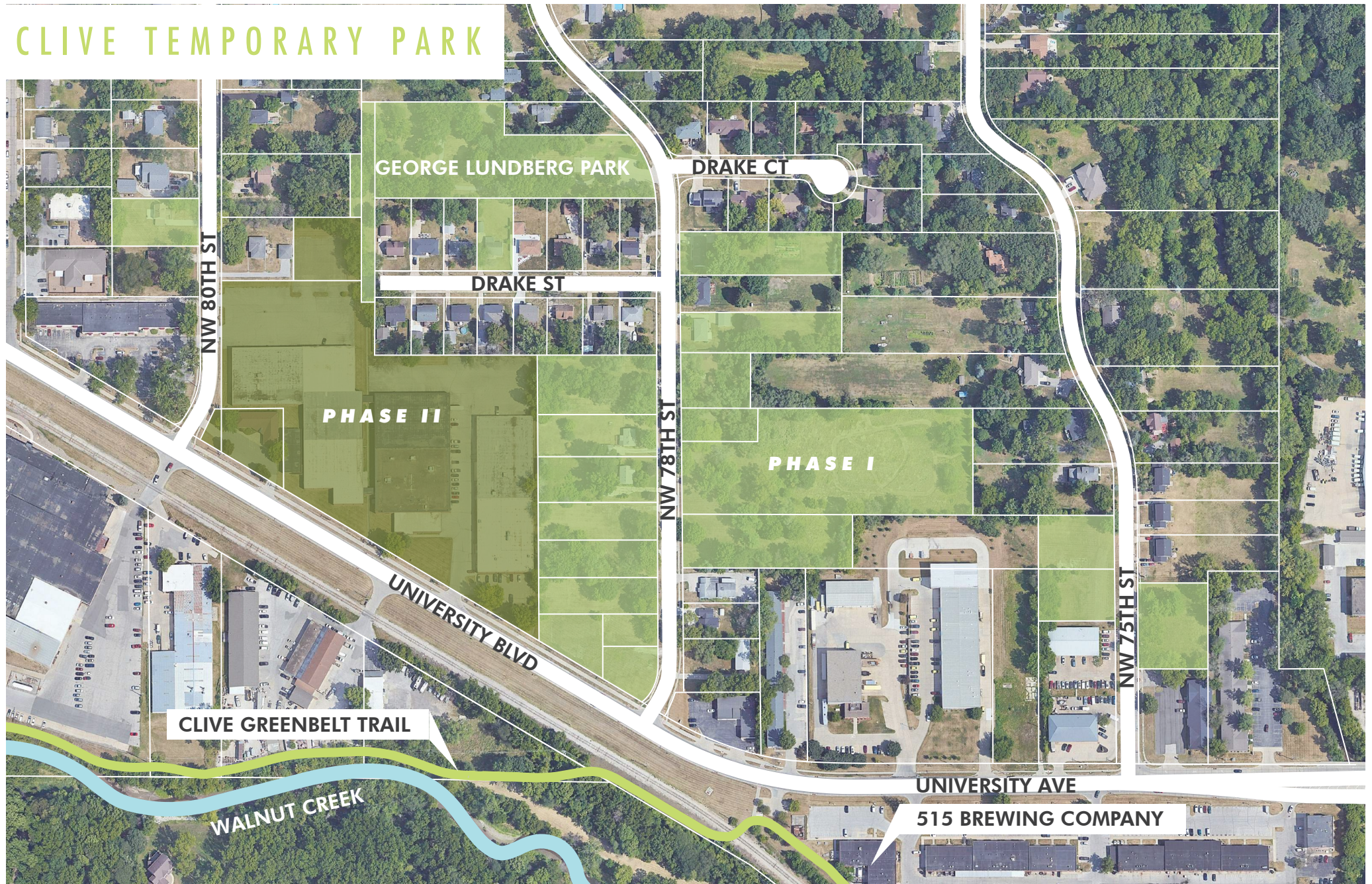
- Includes post-installation maintenance, hosting, support, integration management and software as a service (SaaS) management

Pricing	Year 1	Year 2	Year 3
Implementation Fees	\$6,500	\$0	\$0
Annual Subscription - Web Chat	\$6,400	\$7,000	\$7,600
Annual Subscription - SMS Chat* **	\$3,000	\$3,500	\$4,000
Annual Subscription - Text Alerts* **	\$5,000	\$5,500	\$6,000
Annual Subscription - Multi-Language Translation	\$1,500	\$2,000	\$2,500
Total Annual Costs	\$22,400	\$18,000	\$20,100

*Price does not include a Short Code number lease or purchase cost.

** Includes Unlimited SMS Messaging

CLIVE TEMPORARY PARK



PLAY ELEMENTS / ELEMENTOS DE JUEGO



CLIVE TEMPORARY PARK TEMPORAL PARQUE CLIVE

LIESURE ELEMENTS / ELEMENTOS DE OCIO



ACTIVE PROGRAMMING / PROGRAMACIÓN ACTIVA



EDUCATION + GATHERING / EDUCACIÓN + ENCUENTRO



WHICH POTENTIAL PROGRAMMING OPPORTUNITIES WOULD YOU MOST LIKE TO SEE IMPLEMENTED AT THE TEMPORARY PARK?
LET YOUR VOICE BE HEARD, TAKE THE SURVEY



TELL US YOUR VISION
FOR THE NEW CLIVE
TEMPORARY PARK...
COMING SOON!



MAP POTENTIAL PROGRAMMING OPPORTUNITIES

LIESURE ELEMENTS / ELEMENTOS DE OCIO

ACTIVE PROGRAMMING / PROGRAMACIÓN ACTIVA





Educación + GATHERING / EDUCACIÓN + ENCUENTRO





Beekeeping




Bar boxes





Demonstration Garden





Casa de murciélagos

WHICH POTENTIAL PROGRAMMING OPPORTUNITIES MOST LIKE TO SEE IMPLEMENTED AT THE TEMPORAL GARDEN?

LET YOUR VOICE BE HEARD, TAKE THE SURVEY!

TELL US YOUR VISION FOR THE NEW CLIVE GARDEN





PREFERENCE SURVEY RESULTS

Survey Methodology:

The survey consisted of five matrix / rating scale questions and one open ended question. The matrix / rating scale questions are shown below based on weighted average. The weighted average is calculated by providing a "score" to each ranking. The scoring system used was: First = 5 Points, Second = 4 Points, Third = 3 Points, Fourth = 2 Points, Fifth = 1 Point with a max weighted average of 5 (meaning all respondents chose that element as their first choice). The survey was made available in both English and Spanish. There were 85-89 respondents per element type.

Play	
Weighted Avg	Element
3.66	Nature-Inspired
3.36	Swings
3.13	Slides
2.61	Interactive Musical Elements
2.34	Sensory / Tactile Art Pieces

Leisure Sports	
Weighted Avg	Element
3.88	Climbing Wall
3.24	Disc Golf
3.07	Life-Sized Chess
3.03	Bags / Cornhole
2.80	Archery
2.69	Horseshoes
2.15	Skateboard / BMX Temp. Structures

Organized Sports	
Weighted Avg	Element
3.62	Gaga Ball
3.38	Soccer
3.31	Sand Volleyball
3.07	Basketball
3.02	Bocce Ball
2.65	Kickball
2.36	Sepak Takraw

Leisure	
Weighted Avg	Element
3.72	Connection to Greenbelt Trail
3.55	Bathrooms
3.10	Water Fountain
3.05	Exercise Equipment
3.05	Fenced Area for Dogs
2.96	Picnic Tables
2.93	Trailhead Parking
2.91	Hammock Poles
2.79	Book Mobile / Little Free Library
2.78	Fire Pits
2.58	Evening Lighting
2.47	Cooking / Grills
2.46	Shelters / Trellis w/ Climbing Vines
2.33	Bird Blinds

Education & Gathering	
Weighted Avg	Element
3.67	Community Garden
3.67	Pollinator Garden
3.47	Park App / Virtual Hunts / Geocache
3.17	Outdoor Classroom
3.12	Community Art/Workshop Permanent Park Piece
2.94	Signage
2.92	Demonstration Garden
2.86	Community Pantry
2.70	Beekeeping
2.30	Bat Boxes

MOST-MENTIONED KEYWORDS

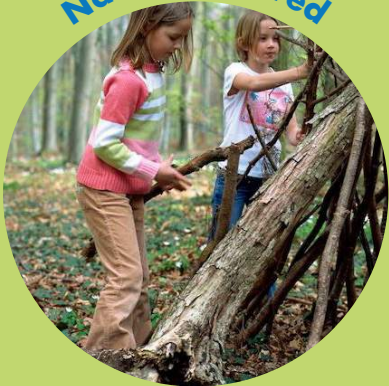
area open community Benches
enjoy place park space trails
people kids toddlers play
nature Bathrooms build

PLAY ELEMENTS

(Organized by priority from left to right based off results from public preference survey)

1

Nature-Inspired



2

slides



3

swings



4

Interactive Musical Elements



5

Sensory / Tactile art pieces



ORGANIZED SPORTS

1

Gaga ball



2

Soccer



3

Sand Volleyball



4

Basketball



5

Bocce ball



6

Kickball

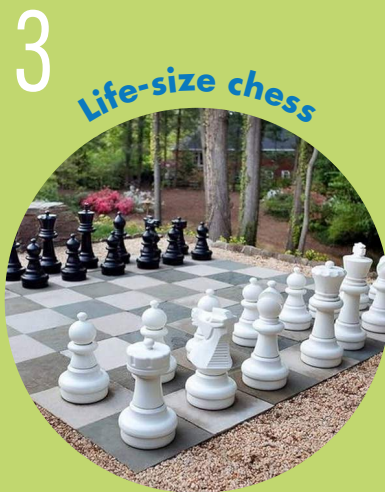
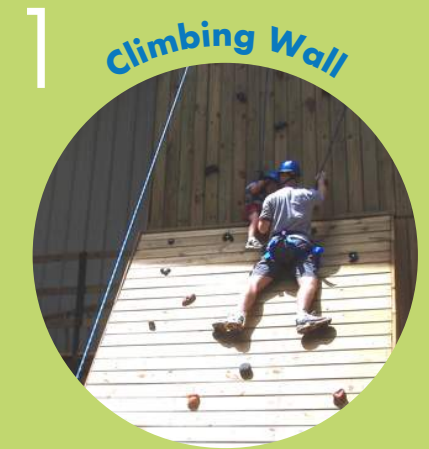


7

Sepak Takraw



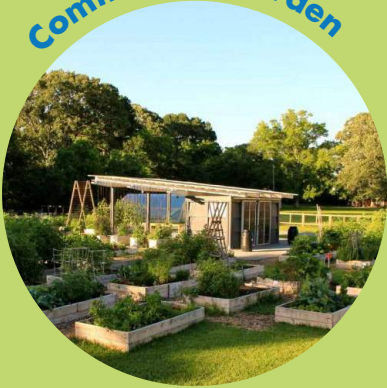
LEISURE SPORTS



EDUCATION + GATHERING

1

Community Garden



2

Pollinator garden



3

Park App / Virtual hunts / Geocache



4

Outdoor Classroom



5

Community Art / Workshops to make



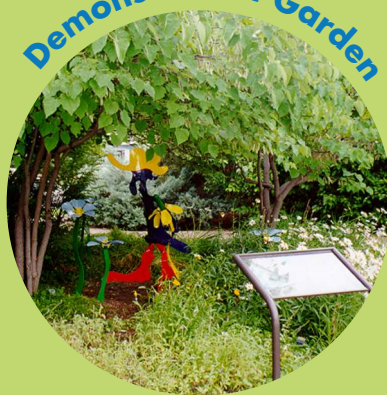
6

Signage



7

Demonstration Garden



8

Community Pantry



9

Beekeeping

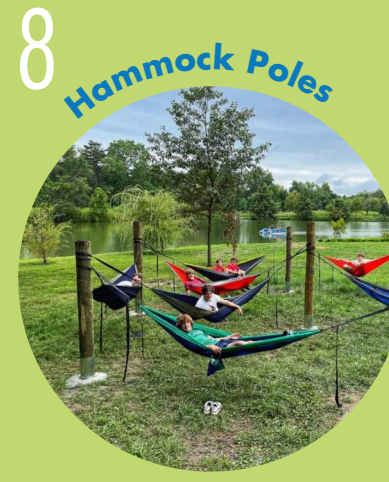
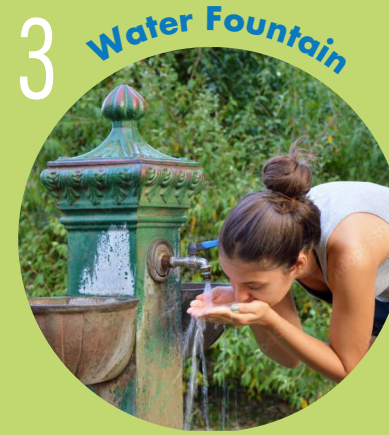


10

Bat boxes



LEISURE





TEMPORARY PARK FRAMEWORK

