



CLIVE CITY COUNCIL
AGENDA, REGULAR MEETING
8800 Hickman Road
January 9, 2025 6:00 PM

This meeting will be conducted in-person in the Clive Public Safety Center Training Room and virtually via Zoom platform. To participate virtually use the following link: <https://us06web.zoom.us/j/87808732405> - Call-in number: (312) 626-6799 - Meeting ID: 878 0873 2405

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. Presentation - ICON Water Trail Update from ICON Executive Director Stephanie Oppel

Consent Items

1. City Manager Memo
2. Treasurer's Report - November 2024
3. Approve 12/05/2024 City Council Work Session Minutes
4. Approve 12/12/2024 City Council Minutes
5. Bill List
6. Approve New Cigarette/Tobacco/Nicotine/Vapor Permit - Maitham Sport, 9944 Swanson Blvd.
7. Approve Retail Alcohol Sales License Renewal Application - World Liquor & Tobacco - 1775 NW 86th Street
8. Approve Retail Alcohol Sales License Renewal Application - Board and Brush Creative Studio - 12871 University Avenue, Suite 150
9. Approve Retail Alcohol Sales License Renewal Application - Cosi Cucina - 1975 NW 86th Street
10. Resolution Approving Change Order #3 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$29,700.00
11. Resolution Approving Change Order #4 - Alliance Construction Group - NW 114th Street Reconstruction - \$4,452.00

12. Resolution Approving Change Order #6 - Mainline Construction Inc. - NW 99th Court Reconstruction - (\$-36,017.70)
13. Approve Pay Request #1 - D.W. Zinser - 2814 W Avenue Demolition Project - \$28,025.00
14. Approve Pay Request #2 - Confluence, Inc. - University Boulevard Flood Mitigation: Project Scoping Plan - \$24,089.42
15. Approve Pay Request #6 (Retainage Release) - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$21,060.83
16. Approve Pay Request #8 for the Public Works Building Improvements Project - Design - Shive-Hattery - \$7,400.00
17. Approve Pay Request #9 - Alliance Construction Group - NW 114th Street Reconstruction - \$11,328.75
18. Approve Pay Request #9 - Mainline Construction Inc. - NW 99th Court Reconstruction - \$58,178.44
19. Approve Pay Request #17 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$4,146.25
20. Approve Payment - Citibot - Greenie Virtual Assistant Build and Deployment - \$22,400.00
21. Resolution Approving a Professional Services Agreement - Douglas Parkway and Berkshire Parkway Signalization Project - Snyder & Associates - \$43,900.00
22. Resolution Approving an Amendment to the Professional Services Agreement with Snyder & Associates, Inc. - US 6 (Hickman Road) & NW 161st Street/Legacy Pointe Boulevard Intersection Improvements Project - Phase 2 - \$21,000.00
23. Resolution Awarding Construction Contract - MidAmerican Glazing - Aluminum & Glazing Package - City Hall & Library Renovation Project Phase 1 - \$29,100.00
24. Resolution Approving Nuisance Abatement - 1524/1526 NW 86th Street - Junk Removal
25. Resolution Approving a Surface Transportation Block Grant Application for the Alice's Road Reconstruction - Phase 4 - \$2,500,000
26. Resolution Approving Grant Agreement - Bravo Public Art Grant - Harbach Center Bay Doors Mural - \$13,500
27. Resolution Setting Public Hearing (02/06/25, 6:00 p.m.) - Budget Amendment #1 FY24/25
28. Resolution Setting Public Hearing (2/27/2025, 6:00 p.m.) - Forest Avenue Water Main Replacement Project
29. Resolution Setting Public Hearing (2/13/2025, 6:00 p.m.) - 2025 NW 138th Street HMA Overlay Project
30. Resolution Setting Public Hearing (2/13/25, 6:00 p.m.) - Alice's Road Reconstruction Project - Phase 1A
31. Resolution Setting Public Hearing (2/13/25 - 6:00 p.m.) - 2025 Arterial PCC Pavement Rehabilitation Project
32. Resolution Amending Seasonal Employee Pay Matrix

Action Items

1. 3rd Consideration of Proposed Ordinance No. 1155 - Regarding Provisions Pertaining to Sidewalk Liability
2. 3rd Consideration of Proposed Ordinance No. 1156 - Zoning Ordinance Amendment Regarding Permitted Uses in Commercial Districts
3. Resolution Setting Date of Public Hearing (2/13/25, 6:00 p.m.) and Authorizing Mailing and Publication of Notice of Intent to Commence a Public Improvement Project to Construct the Alice's Road Improvements Phase 1A Project and to Acquire Land for the Project, If Necessary, By Eminent Domain

Presentation

1. 2025 Clive Community Engagement Plan and draft Clive Communications Policy
2. Clive Fire Department Collaboration Update

Correspondence

1. Indianola - Resolution of Withdrawal from CVB
2. CIWW - Resolution In Appreciation
3. Correspondences Regarding BRAVO Partnership Appreciation

Reports

Adjournment



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: January 9, 2025

RE: Presentation - ICON Water Trail Update from ICON Executive Director
Stephanie Oppel

SYNOPSIS:

ICON Water Trails Executive Director Stephanie Oppel will update the Council on work completed in 2024 and scheduled for 2025.

Attachments:

None



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: January 9, 2025
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the January 9, 2025 meeting of the Clive City Council. Please note, this will be the first meeting in the temporary location for the Council Chambers in the training room at Clive Public Safety Center (8800 Hickman Road) due to the renovations occurring at City Hall.

Attachments:

1. General Info Memo 1-9-25

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: January 6, 2025

Re: General Information Memo – January 9, 2025 City Council Meeting

The January 9, 2025, City Council meeting will be in-person in the training room at the Clive Public Safety Center & virtually at: <https://us06web.zoom.us/j/87808732405>

Consent Agenda – A few items to note on the consent idea. First, following approval of the CIP in December, staff are ready to move forward with the design and installation of traffic signals at the Berkshire Parkway and Douglas Parkway intersections. Included in the consent agenda is a professional services agreement to work with Synder to get the project designed so the City can place the traffic signal arms on order sooner rather than later to attempt to get the project completed by the beginning of the next school year in August 2025 with Shuler Elementary being directly adjacent to the intersection. Second, following additional research the low bidder for the Aluminum & Glazing bid package for the City Hall Phase 1 remodel has confirmed they intend to perform for the low bid amount of \$29,100. The City's construction manager DCI has confirmed this and feels comfortable moving forward with MidAmerican Glazing.

Third, to continue identifying outside funding/grant support for the Alice's Road reconstruction project, staff are ready to submit a STBG application for grant funds through the MPO for Phase 4 of the work to come in a future year. Finally, staff is ready to set several public hearings for the February City Council meetings, including three for roadway rehabilitation projects, one for a water main replacement project on Forest Ave and lastly setting a public hearing for an amendment to the current fiscal year's budget.

Presentation – At the beginning of the January 9 meeting Stephanie Oppel from ICON Water Trails will be in attendance to provide the City Council an update of their completed activities in 2024 and what is coming in 2025.

3rd Reading: Ordinance Amendment for Sidewalk Liability – Due to a recent Iowa Supreme Court case legal counsel is recommending the City Council amend the City Code to reduce the liability to adjacent property owners for sidewalk liability only related to snow and ice removal. Included in the packet are background materials regarding this ordinance amendment to reduce the liability to snow and ice removal only. Since the first and second readings were approved staff have not received any public comments regarding this proposed ordinance amendment. Staff would recommend consideration and approval of the third and final reading of the ordinance amendment regarding sidewalk liability.

3rd Reading: Zoning Ordinance Amendment for School Uses – Following the public hearing and approval of the 1st and 2nd readings, consideration of the 3rd and final reading to amend the Zoning Ordinance to allow School Uses within Commercial Zoning Districts is included on the January 9 agenda.

Staff have not received any comments since the first and second readings were approved and would recommend Council consideration and approval of the third and final reading of the ordinance amendment.

Setting Public Hearing for Alice's Road Reconstruction Project Easement/ROW Acquisition Condemnation Process

– In February the cities of Clive and Waukee intend to bid Phase 1A of the Alice's Road Reconstruction project, including the widening of the roadway from a two-lane rural cross-section to a four-lane with turn lanes urban-section. To provide for a wider roadway the cities need to acquire easements and ROW to construct the project. Starting in December 2024, staff and the City's design consultant (Synder & Associates) have been in conversation with the impacted property owners along Phase 1A of the Alice's Road project to voluntarily secure these needed easements/ROW acquisitions. In case it is necessary, staff are requesting the Council set a public hearing at your February 13 meeting to consider the authorization to use eminent domain to secure these acquisitions. Staff fully hope to secure all the necessary acquisitions voluntarily, however staff would like to have the condemnation process as a backstop to not hold up the Phase 1A project, as the contractor will need the full construction season in 2025 to complete the work. Included in the packet is a resolution setting the public hearing for February 13 and authorization the mailing and publication of notice of the hearing to consider use of eminent domain.

Presentation/Discussion Items – At the end of the January 9 meeting, Assistant City Manager Pete De Kock will have his annual update to discuss the 2025 community engagement plan, along with a newly drafted Communications Policy for Council feedback and consideration at a future meeting in February. Second, Fire Chief Clay Garcia will provide an update on the activities currently being discussed, and agreements being drafted with the City of Urbandale for our next steps in furthering the Fire/EMS collaborations we have had with Urbandale. In addition, Chief Garcia will outline a few service modifications the Fire Department has been piloting to provide better and more efficient Fire/EMS services to the Clive community.

Tentative Upcoming Agenda Items

February 6 (rescheduled from January 23)

- Public Hearing – FY 24-25 Budget Amendment #1
- Discussion – Berkshire and Boston Parkway Street Trees

February 13

- Public Hearing – 2025 NW 138th Street HMA Overlay Project
- Public Hearing – Alice's Road Reconstruction Project Phase 1A
- Public Hearing – Intent to Commence a Public Improvement Project to Construct the Alice's Road Improvements Phase 1A Project and to Acquire Land for the Project, if Necessary, by Eminent Domain
- Public Hearing – 2025 Arterial PCC pavement Rehabilitation Project
- Presentation – FY 25-26 Budget Workshop #1: Road Use Tax & Municipal Utility Funds





Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: January 9, 2025

RE: Treasurer's Report - November 2024

SYNOPSIS:

Please see the attached report.

Attachments:

1. November Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

November 30, 2024

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

CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing -Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	14,176,917.92	1,384,523.67	1,954,739.93	5,283.96	13,611,985.62	417,037.78	13,194,947.84
ROAD USE	2,119,114.01	221,776.60	159,169.03	-	2,181,721.58	1,433.77	2,180,287.81
LOCAL OPTION SALES TAX	1,806,982.30	296,053.88	0.00	-	2,103,036.18	-	2,103,036.18
TIF	1,179,476.21	40,663.51	0.00	-	1,220,139.72	-	1,220,139.72
POLICE K-9	31,778.32	0.00	1,411.43	-	30,366.89	247.95	30,118.94
TRUST & AGENCY	3,178,844.75	148,176.11	228,176.52	-	3,098,844.34	29,838.97	3,069,005.37
POLICE SEIZURES	19,777.88	4.00	0.00	-	19,781.88	-	19,781.88
SERT	0.00	0.00	0.00	-	0.00	-	0.00
DEBT SERVICE	3,012,711.13	137,683.59	805,744.11	-	2,344,650.61	-	2,344,650.61
CAPITAL PROJECTS	35,295,897.28	3,557,564.53	1,304,522.42	-	37,548,939.39	-	37,548,939.39
SPECIAL ASSESSMENT	0.00	0.00	0.00	-	0.00	-	0.00
WATER UTILITY	9,429,764.77	790,439.08	415,838.77	-	9,804,365.08	2,081.56	9,802,283.52
WATER UTILITY DEPOSIT	366,505.61	2,650.00	5,708.78	-	363,446.83	1,761.99	361,684.84
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	-	7,988.15
SEWER UTILITY	7,361,189.83	349,081.41	54,131.74	-	7,656,139.50	1,555.30	7,654,584.20
STORM WATER	785,418.76	155,400.03	62,932.90	-	877,885.89	20,427.38	857,458.51
INTERNAL SERVICES	-58,407.94	0.00	93,723.46	-	-152,131.40	-	-152,131.40
SUBTOTAL	78,713,958.98	7,084,016.41	5,086,099.09	5,283.96	80,717,160.26	474,384.70	80,242,775.56
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	78,714,658.98	7,084,016.41	5,086,099.09	5,283.96	80,717,860.26	474,384.70	80,243,475.56
EBS- PSF FUNDING	275,722.00	0.00	0.00	-	275,722.00	-	275,722.00
EBS- FLEX FUNDING	100,088.79	295.76	2,000.00	-	98,384.55	-	98,384.55
GRAND TOTAL	78,990,380.98	7,084,016.41	5,086,099.09	5,283.96	80,993,582.26	474,384.70	80,519,197.56

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
NOVEMBER 30, 2024

COMBINED CASH ACCOUNTS

999-10100	CASH	80,692,982.39	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	275,722.00	
999-10110	XPRESS DEPOSIT ACCOUNT	24,177.87	
TOTAL COMBINED CASH			80,993,582.26
TOTAL ALLOCATED CASH			(80,993,582.26)
TOTAL UNALLOCATED CASH			.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		13,611,985.62
110	ALLOCATION TO ROAD USE TAX		2,181,721.58
121	ALLOCATION TO LOCAL OPTION SALES TAX		2,103,036.18
123	ALLOCATION TO TIF FUND		1,220,139.72
167	ALLOCATION TO POLICE K9	30,366.89	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	3,051,102.20	
169	ALLOCATION TO T & A FUND - LIBRARY	19,221.02	
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			3,405,525.42
177	ALLOCATION TO FORFEITURES/EQUITABLE SHARING		(592.19)
178	ALLOCATION TO POLICE SEIZURES		19,781.88
200	ALLOCATION TO DEBT SERVICE		2,344,650.61
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	23,361.59	
331	ALLOCATION TO CAP PJTS - AMERICAN RESCUE PLN	426,774.55	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	(28,021.05)	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	159,702.53	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	186,178.76	
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	3,649,799.11	
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	236,840.00	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	4,082,926.12	
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	4,542.05	
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	7,121,804.72	
375	ALLOCATION TO CAP PJTS - GREENBELT MGMT PLAN	152,266.90	
382	ALLOCATION TO CAP PJTS - 86TH ST IMPL PLAN	40,000.00	

CITY OF CLIVE
COMBINED CASH INVESTMENT
NOVEMBER 30, 2024

387	ALLOCATION TO CAP PJTS - LINNAN PK	4,276,352.66	
388	ALLOCATION TO CAP PJTS - INDIAN HILLS PARK	197,946.60	
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK	8,047,159.68	
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK	81,380.88	
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	286,289.79	
399	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN RD	(429,245.98)	
400	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN LP	582,139.72	
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL	96,569.15	
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	510,166.05	
435	ALLOCATION TO CAP PJTS - WATER CAPITAL	400,594.10	
436	ALLOCATION TO CAP PJTS - UNIV BLVD PUMP STAT	150,000.00	
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	3,908,824.14	
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	716,959.38	
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(1,180,438.36)	
480	ALLOCATION TO CAP PJTS - NW 99TH CT RECON	(748,968.91)	
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			37,548,939.39
TOTAL SPECIAL ASSESMENTS			.00
600	ALLOCATION TO WATER UTILITY FUND	9,804,365.08	
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND	363,446.83	
604	ALLOCATION TO WATER IMPROVEMENT FUND	7,988.15	
610	ALLOCATION TO SEWER UTILITY FUND	7,656,139.50	
740	ALLOCATION TO STORM WATER FUND	877,885.89	
810	ALLOCATION TO INTERNAL SERVICE FUND	(152,131.40)	
830	ALLOCATION TO PETTY CASH FUND	700.00	
TOTAL			18,558,394.05
TOTAL ESCROW ACCOUNT			.00
TOTAL ALLOCATIONS TO OTHER FUNDS			80,993,582.26
ALLOCATION FROM COMBINED CASH FUND - 999-10111		(	80,993,582.26)
ZERO PROOF IF ALLOCATIONS BALANCE			.00



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: January 9, 2025

RE: Approve 12/05/2024 City Council Work Session Minutes

SYNOPSIS:

Attachments:

1. CC Minutes 12.05.2024 Work Session

**CLIVE CITY COUNCIL MEETING MINUTES
WORK SESSION
DECEMBER 5, 2024
CITY HALL NORTHWEST CONFERENCE ROOM**

Call to Order/Roll Call

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council members present were: Ted Weaver, Michael McCoy, Srikanth Mikkilineni (via Zoom), Susan Judkins. Absent: Eric Klein. 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.

Discussion

1. University Boulevard Flood Mitigation- Project Scoping Plan Discussion.

Community Development Director Doug Ollendike presented the matter to Council and facilitated discussion. No action was taken.

The meeting was adjourned at 7:10 p.m.

Matt McQuillen, City Manager

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: January 9, 2025

RE: Approve 12/12/2024 City Council Minutes

SYNOPSIS:

Attachments:

1. CC Minutes 12.12.2024

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
DECEMBER 12, 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 (via Zoom), 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. City Manager Monthly Report - November 2024; 3. Assistant City Manager - Tech Services Monthly Report - November 2024; 4. Administrative Services Monthly Report - November 2024; 5. Community Development Monthly Report - December 2024; 6. Fire Department Report - November 2024; 7. Leisure Services Monthly Report - November 2024; 8. Police Department Report - November 2024; 9. Public Works Monthly Report - November 2024; 10. Treasurer's Report - October 2024; 11. Approve 11/14/2024 City Council Minutes; 12. Approve Bill List; 13. **Resolution 2024-311** Approving City of Clive 2025 State Legislative Priorities; 14. Approve Mayoral Appointments to Clive Boards and Commissions - 2025; 15. Approve Mayoral Appointments to Regional Boards and Commissions - 2025; 16. Approve City Council Calendar - 2025; 17. **Resolution 2024-312** Adopting the City of Clive 2025 Fee Schedule; 18. City Legal Rates for 2025 - Nyemaster; 19. **Resolution 2024-313** approving amended Snow and Ice Control Policy; 20. Approve Retail Alcohol Sales License Renewal Application - Nicks Bar and Grill - 9769 University Avenue; 21. Approve Retail Alcohol Sales License Renewal Application - Hy-Vee Fast and Fresh - 11925 University Avenue; 22. Approve Retail Alcohol Sales License Renewal Application - 515 Brewing - 7700 University Avenue, Suite C; 23. Approve Retail Alcohol Sales License Renewal Application - Wildwood Lodge - 11431 Forest Avenue; 24. Approve Retail Alcohol Sales License Renewal Application - University Tap - 7500 University Boulevard, Suite 1; 25. Approve Retail Alcohol Sales License Renewal Application - Hy-Vee Fast and Fresh - 11925 University Avenue; 26. Approve Retail Alcohol Sales License Renewal Application - Casey's #2253 - 2070 NW 100th Street; 27. **Resolution 2024-314** Accepting Work - 2024 Arterial PCC Pavement Rehabilitation Project; 28. **Resolution 2024-315** Approving Change Order #2 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - (-\$4,345.13); 29. **Resolution 2024-316** Approving Change Order #3 - Alliance Construction Group - NW 114th Street Reconstruction - \$1,100.00; 30. **Resolution 2024-317** Approving Change Order #3 - Corell Contractor - Cirksena Park - \$10,260.00; 31. **Resolution 2024-318** Approving Change Order #5 - Mainline Construction - NW 99th Court Reconstruction - \$61,017.48; 32. Approve Pay Request #1 - Confluence, Inc. - University Boulevard Flood Mitigation: Project Scoping Plan - \$2,400.00; 33. Approve Pay Request #1 - Country Landscapes - Greenbelt Landing Construction Project - \$1,662.50; 34. Approve Pay Request #1 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$8,086.21; 35. Approve Pay Request #1 - On Track Construction, LLC - Greenbelt Landing Construction Project - \$47,756.50; 36. Approve Pay Request #1 - Absolute Group - Greenbelt Landing Construction Project - \$7,362.50; 37. Approve Pay Request #1 - Keystone Construction Services LLC - Greenbelt Landing Construction Project - \$29,815.75 38. Approve Pay Request #1 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$6,067.65; 39. Approve Pay Request #2 - Keystone Construction Services LLC -

Greenbelt Landing Construction Project - \$149,384.42; 40. Approve Pay Request #2 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$8,787.50; 41. Approve Pay Request #2 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$6,904.60; 42. Approve Pay Request #5 - Des Moines Asphalt and Paving - 2024 Residential HMA Pavement Rehabilitation Project - \$45,803.56; 43. Approve Pay Request #5 – Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice’s Road - \$170,562.37; 44. Approve Pay Request #6 - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - \$19,819.21; 45. Approve Pay Request #7 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - \$18,901.59; 46. Approve Pay Request #8 - Alliance Construction Group - NW 114th Street Reconstruction - \$19,605.63; 47. Approve Pay Request #8 - Corell Contractor - Cirksena Park - \$14,501.28; 48. Approve Pay Request #8 - Mainline Construction - NW 99th Court Reconstruction - \$42,722.31; 49. Approve Pay Request #11 - Alice’s Road Reconstruction - Phase 1- Design - Snyder & Associates - \$102,038.75; 50. Approve Pay Request #16 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$10,988.30; 51. Approve Pay Request #38 - RES - Greenbelt Management Plan - \$2,564.80; 52. Approve Pay Request #39 - RES - Greenbelt Management Plan - \$3,676.31; 53. Approve Purchase - Baker Group - Public Work Security Camera Improvements Purchase and Installation - \$43,481.00; 54. Approve Purchase - MH Equipment - 2024 Hyster-Yale S50A LP Forklift - \$37,498.00; 55. Approve Purchase - Bowie Hydro Seeder - Ramy Turf Products - \$42,200.00; 56. Approve Purchase - Replacement of Fire Engine 320 - Reliant Fire Apparatus - \$970,072.00; 57. Approve Purchase - Police Vehicle - Stew Hansen Dodge - \$47,483.00; 58. Approve Purchase - MacQueen Equipment - Sewer Truck Purchase and Outfitting - \$676,315.00; 59. **Resolution 2024-319** Approving Purchase Agreement - 7875 Drake Street - \$245,000.00; 60. **Resolution 2024-320** Approving Purchase Agreement - 7880 Drake Street - \$283,000.00; 61. **Resolution 2024-321** Approving a 28E agreement between the City of Clive and the City of Urbandale Station 43; 62. **Resolution 2024-322** Approving Preventative Service Agreement - Baker Group - \$91,140.00; 63. **Resolution 2024-323** Approving Professional Services Agreement - Calhoun-Burns and Associates, Inc. - 2025 Bridge Maintenance Program - \$37,825.00; 64. **Resolution 2024-324** Approving Custodial Service Agreement - BullzEye Inc. \$173,484.00; 65. **Resolution 2024-325** Approving a Professional Services Agreement with HR Green for the Pavement Management Study Update - \$24,000.00; 66. **Resolution 2024-326** Approving Nuisance Abatement - 2184 NW 141st Street - Mowing; 67. **Resolution 2024-327** Approving Satisfaction of Development Agreement Regarding Country Club Glen Plat 12; 68. **Resolution 2024-328** Accepting 1st Amendment to Surface Water Flowage and Private Storm Sewer Easement for Chayse Landing Plat 1, Lot 24 - 3435 NW 168th Street; 69. **Resolution 2024-329** Accepting 1st Amendment to Surface Drainage Easement for Indian Hills Plat 8, Lot 118 - 1783 NW 101st Street; 70. **Resolution 2024-330** Accepting 1st Amendment to Conservation Easement for Shadow Creek Plat 6, Lot 54 - 4038 NW 181st Street; 71. **Resolution 2024-331** Approving Hazard Mitigation Assistance Application- Indian Hills Neighborhood Flood Mitigation Plan; 72. **Resolution 2024-332** Approving Hazard Mitigation Assistance Application- University Boulevard Water Pumping Facility ; 73. **Resolution 2024-333** Approving Hazard Mitigation Assistance Application- 2024 University Boulevard Flood Prone Property Buyout Program; 74. **Resolution 2024-334** Approving Seasonal Employee Pay Matrix; 75. Approve Pay Rate - Ryan Pfaff - Parks Maintenance Supervisor - \$39.74/Hr - Effective 12/16/2024.

Presentation

1. Introduction of New Human Resource Administrative Specialist - Alexandra Adams
2. Oath of Office - Police Officer Maggie Jennett-Selle
3. Oath of Honor - Police Officer Maggie Jennett-Selle
4. Oath of Office - Police Officer Gage Hawk
5. Oath of Honor - Police Officer Gage Hawk

Action Items

1. **Public Hearing - 2025-2029 Capital Improvement Plan.** Public Hearing Notice published 11/25/2024 in the Des Moines Register. Director of Administrative Services Elizabeth

Hansen presented the matter to Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

- a. **Resolution 2024-335 Approving 2025-2029 Capital Improvement Plan.** 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.

2. **Public Hearing - Clive City Hall & Library Facility Renovations - Phase 1.** Public Hearing Notice published 11/25/2024 in the Des Moines Register. City Manager Matt McQuillen presented the matter to Council and recommended approval. Ted Weaver moved to close the public hearing, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

- a. **Resolution 2024-336 Approving Plans & Specifications.** Ted Weaver moved to Approve Plans and Spec, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
- b. **Receipt of Bids.** Ted Weaver moved to receive the bids, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
- c. **Resolution 2024-337 Awarding Contracts for Prime Construction Packages - \$1,983,415.** Ted Weaver moved to award contracts, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
- d. **Resolution 2024-338 Approving Construction Manager as Agent (CMA) Contract - DCI Group - City Hall & Library Renovation Phase 1 Project.** Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

3. **Public Hearing - 2024/2025 Sanitary Sewer Lining Program.** Public Hearing Notice published 11/25/2024 in the Des Moines Register. Public Works Director Jeff May presented the matter to Council and recommended approval. Michael McCoy moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

- a. **Resolution 2024-339 Approving Plans and Specifications.** Michael McCoy moved to Approve Plans and Spec, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
- b. **Receipt of Bids.** Michael McCoy moved to receive the bids, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
- c. **Resolution 2024-340 Awarding Contract - Municipal Pipe Tool Company - \$150,312.50.** Michael McCoy moved to award contract, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

4. **Greenbelt Music Festival 2025 - Temporary Site Plan Approval.** City Planner Kathryn Purvis presented the matter to Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

5. **2nd Consideration of Proposed Ordinance No. 1156 - Zoning Ordinance Amendment Regarding Permitted Uses in Commercial.** City Planner Kathryn Purvis presented the

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

6. **2nd Consideration of Proposed Ordinance No. 1155 - Regarding Provisions Pertaining to Sidewalk Liability.** Code Enforcement Officer Mark Mertens presented the matter to Council and recommended approval. Eric Klein moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
7. **Resolution 2024-341 Approving - Amendment #3 - Stantec Consulting Services, Inc. - Little Walnut Creek Restoration and Trail Construction - \$209,111.00.** Public Works Director Jeff May 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.
8. **Approve Stormwater Assistance Program Grant Payment - Krystal Mikkilineni - \$4000.00.** Ted Weaver moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: Srikant Mikkilineni. Motion carried.

Presentation

1. **2024 State of Clive Water Presentation.** Assistant City Manager Pete De Kock presented the matter to Council.

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 7:40 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: January 9, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 20250106112744153

Date Paid	Vendor Name	Description	Amount Paid
12/12/2024	ABSOLUTE GROUP	GREENBELT LANDING CONSTRUCT PJCT PAY REQ 1	7,362.50
01/06/2025	ACCESS SYSTEMS	MANAGED PRINT	1,666.17
01/06/2025	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	11,536.00
01/06/2025	ACLARA TECHNOLOGIES LLC	RMA REPLACEMENT MTUS	454.50
01/06/2025	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	10,584.00
01/06/2025	ADT SECURITY SERVICES	SECURITY-CAMPBELL	147.12
01/06/2025	AFFEKTIVE SOFTWARE LLC	DIGIQUATICS ANNUAL SUBSCRIPTION	1,186.54
12/13/2024	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 12/7/2024	91.32
12/27/2024	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 12/21/2024	91.32
01/06/2025	AIA CORPORATION	CLOTHING ALLOWANCE - AARON CARDWELL	49.85
01/06/2025	AIA CORPORATION	CLOTHING ALLOWANCE - ALAN DELKER	54.85
12/12/2024	AIR-CON MECHANICAL CORP	GREENBELT LANDING CONSTRUCT PJCT PAY REQ 1	6,067.65
12/12/2024	AIR-CON MECHANICAL CORP	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 2	8,787.50
01/06/2025	ALL FORMS & SUPPLIES LTD	PRINTING	39.59
01/06/2025	ALL FORMS & SUPPLIES LTD	DEPT HOLIDAY CARDS	55.30
01/06/2025	ALL FORMS & SUPPLIES LTD	PRINTING	120.00
01/06/2025	ALLENDAN SEED COMPANY	SEED	132.00
12/12/2024	ALLIANCE CONSTRUCTION GROUP LLC	NW 114TH ST RECON PAY REQ 8	19,605.63
01/06/2025	ALPHA CARD	PERIPHERALS	2,352.40
01/06/2025	AMANDA PETEK	TOWING AND TIRE DAMAGE REIMBURSEMENT	616.67
01/06/2025	AMAZON CAPITAL SERVICES	STORAGE CONTAINERS	204.18
01/06/2025	AMAZON CAPITAL SERVICES	SUPPLIES	116.14
01/06/2025	AMAZON CAPITAL SERVICES	HOSE REEL REPLACEMENT	756.12
01/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	180.75
01/06/2025	AMAZON CAPITAL SERVICES	ACRYLIC DOCUMENT HOLDERS	47.98
01/06/2025	AMAZON CAPITAL SERVICES	MINOR EQUIPMENT	99.95
01/06/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	59.39
01/06/2025	AMAZON CAPITAL SERVICES	ADJUSTABLE WRENCHES	114.34
01/06/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	479.96
01/06/2025	AMAZON CAPITAL SERVICES	SUPPLIES	90.86
01/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	13.15
01/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	3,542.01
01/06/2025	AMAZON CAPITAL SERVICES	QUARTERLY EMPLOYEE APPRECIATION GIFTS	128.07
01/06/2025	AMAZON CAPITAL SERVICES	PARTS	165.28
01/06/2025	AMAZON CAPITAL SERVICES	WATER FILTERS	108.47
01/06/2025	AMAZON CAPITAL SERVICES	PREPARED HERO BLANKETS 4 PK	47.96
01/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	23.64
01/06/2025	AMAZON CAPITAL SERVICES	AMBULANCE MEDICATION FRIDGE	69.71
01/06/2025	AMAZON CAPITAL SERVICES	CREDIT	36.98-
01/06/2025	AMAZON CAPITAL SERVICES	SUPPLIES	18.07
01/06/2025	AMAZON CAPITAL SERVICES	AIR ODOR FILTERS	84.55
01/06/2025	AMAZON CAPITAL SERVICES	STAIR GRIP TAPE	43.90
01/06/2025	AMAZON CAPITAL SERVICES	CREDIT	157.25-
01/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	42.83
01/06/2025	AMAZON CAPITAL SERVICES	PARTS	31.98
01/06/2025	AMAZON CAPITAL SERVICES	PARTS	26.98
01/06/2025	AMAZON CAPITAL SERVICES	STORAGE BINS	340.00
01/06/2025	AMAZON CAPITAL SERVICES	SUPPLIES	45.99
01/06/2025	AMAZON CAPITAL SERVICES	WALL FILES	121.01
01/06/2025	AMAZON CAPITAL SERVICES	PARTS	43.00
01/06/2025	AMAZON CAPITAL SERVICES	BOOTS RAI	175.00
01/06/2025	AMAZON CAPITAL SERVICES	PARTS	36.98
01/06/2025	AMAZON CAPITAL SERVICES	PARTS	83.60
01/06/2025	AMAZON CAPITAL SERVICES	PARTS	158.49
01/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	65.90
01/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	22.98
12/13/2024	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 12/7/2024	495.58
12/27/2024	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 12/21/2024	495.58

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	ARNOLD MOTOR SUPPLY	CREDIT	40.41-
01/06/2025	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	3.30
01/06/2025	ARNOLD MOTOR SUPPLY	PARTS	222.09
01/06/2025	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	74.22
01/06/2025	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	270.52
01/06/2025	ARNOLD MOTOR SUPPLY	#745 VEHICLE MAINT	5.23
01/06/2025	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	191.19
01/06/2025	ARNOLD MOTOR SUPPLY	PARTS	224.99
01/06/2025	ARNOLD MOTOR SUPPLY	SUPPLIES	16.30
01/06/2025	ARNOLD MOTOR SUPPLY	SUPPLIES	97.80
01/06/2025	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	331.75
01/06/2025	ARNOLD MOTOR SUPPLY	PARTS	29.58
01/06/2025	ASCENDANCE TRUCKS MIDWEST., LLC	#724 EQUIPMENT MAINT	1,097.87
12/19/2024	AT & T MOBILITY	GPS DATA PLAN	35.29
01/06/2025	ATC GROUP SERVICES, LLC DEPOSITORY	ENVIRONMENTAL ASSESSMENT	5,200.00
01/06/2025	ATC GROUP SERVICES, LLC DEPOSITORY	ENVIRONMENTAL ASSESSMENT	175.00
12/19/2024	AUREON COMMUNICATIONS	INTERNET CITY HALL	688.00
01/06/2025	AUREON COMMUNICATIONS	CANCELLATION LINE	7.30
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	16.19
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	55.67
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	38.68
01/06/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	77.43
01/06/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	36.93
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	50.12
01/06/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	15.96
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	18.24
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	33.05
01/06/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	103.47
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	130.55
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	26.21
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	112.16
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	16.52
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	152.72
01/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	209.10
01/06/2025	BAKER GROUP	HVAC REPAIRS	232.42
01/06/2025	BAKER GROUP	HVAC REPAIRS	62.64
01/06/2025	BAKER GROUP	HVAC REPAIRS	136.94
01/06/2025	BAKER GROUP	HVAC REPAIRS	936.00
01/06/2025	BAKER GROUP	SECURITY CAMERA REPAIRS	444.00
01/06/2025	BAKER GROUP	RTU # 11 REPAIRS	1,684.00
01/06/2025	BAUER BUILT INC	TIRE REPAIR - SWEEPER	88.15
01/06/2025	BAX SALES INC	PW REMODEL	6.46
01/06/2025	BAX SALES INC	GLOVES	32.62
01/06/2025	BAX SALES INC	GLOVES	32.64
01/06/2025	BAX SALES INC	GLOVES	32.64
01/06/2025	BAX SALES INC	GLOVES	32.64
01/06/2025	BAX SALES INC	SUPPLIES	36.75
01/06/2025	BAX SALES INC	SHOP SUPPLIES	100.73
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	295.63
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	243.84
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	31.98
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	180.25
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	33.84
01/06/2025	BOUND TREE MEDICAL LLC	IV SOLUTION	59.90
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	162.15
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	102.48
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	93.00
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	246.03

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	15.99
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	258.67
01/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	206.99
01/06/2025	BRILLIANT BORDERS	SIDEWALK SNOW REMOVAL	426.00
01/06/2025	BRILLIANT BORDERS	SIDEWALK SNOW REMOVAL	456.25
01/06/2025	BULLZEYE INC	FIRE CUSTODIAL SUPPLIES	365.30
01/06/2025	CAPITAL CITY EQUIPMENT CO	CAPITAL EQUIPMENT PARKS TRACTOR	66,240.03
12/12/2024	CENTRAL IOWA MECHANICAL	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 1	8,086.21
12/12/2024	CENTRAL IOWA MECHANICAL	GREENBELT LANDING CONSTRUCT PJCT PAY REQ 2	6,904.60
01/06/2025	CENTRAL IOWA OFFICIALS LLC	YOUTH BB OFFICIALS FINAL PAY - 2ND SEASON 24/25	13,360.00
01/06/2025	CHARLES GABUS FORD	VEHICLE REPAIR	175.00
01/06/2025	CINTAS CORPORATION #22M	LAUNDRY	395.48
01/06/2025	CINTAS CORPORATION #22M	LAUNDRY	356.36
01/06/2025	CINTAS CORPORATION #22M	LAUNDRY	356.36
01/06/2025	CINTAS CORPORATION #22M	LAUNDRY	356.36
01/06/2025	CITY OF DES MOINES	WRA DECEMBER 2024	159,309.50
01/06/2025	CITY OF DES MOINES	CONTRACT HAULING	635.58
01/06/2025	CITY OF URBANDALE	STREET LIGHTS	555.55
01/06/2025	CITY OF URBANDALE	CLIVE EMERGENCY SIREN	16.30
01/06/2025	CIVICBRAND	CREATE CLIVE SITE RENEWAL	240.00
12/13/2024	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 12/7/2024	2,145.19
12/27/2024	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 12/21/2024	2,145.19
12/19/2024	COMMERCE BANK	POSTAGE__ ANNIS	20.19
12/19/2024	COMMERCE BANK	MARKETING__ BELIEU	25.44
12/19/2024	COMMERCE BANK	BUILDING MAINT HARBACH__ BROWN	178.40
12/19/2024	COMMERCE BANK	DUES__ COLEMAN	161.77
12/19/2024	COMMERCE BANK	EQUIPMENT__ FARLOW	206.10
12/19/2024	COMMERCE BANK	TRAINING__ FREESTONE	74.83
12/19/2024	COMMERCE BANK	PUBLIC EDUCATION__ GARCIA	14.99
12/19/2024	COMMERCE BANK	CONTRACT WORK__ GARCIA	98.10
12/19/2024	COMMERCE BANK	CONTRACT WORK__ GIBBS	25.00
12/19/2024	COMMERCE BANK	PAY TO OTHER AGENCIES__ GIBBS	4,440.00
12/19/2024	COMMERCE BANK	SUPPLIES__ GIBBS	110.00
12/19/2024	COMMERCE BANK	PUBLIC EDUCATION__ GLENDY	73.42
12/19/2024	COMMERCE BANK	RECORDING FEES__ GRAHAM	61.00
12/19/2024	COMMERCE BANK	PE LICENSE RENEWAL__ HAGELIE	100.00
12/19/2024	COMMERCE BANK	TRAINING__ HANSEN	499.00
12/19/2024	COMMERCE BANK	MEETING EXPENSE__ HANSEN	23.32
12/19/2024	COMMERCE BANK	OFFICE SUPPLIES__ HANSEN	15.50
12/19/2024	COMMERCE BANK	SHRM MEMBERSHIP__ HANSEN	264.00
12/19/2024	COMMERCE BANK	MAINT CONTRACT__ HARKEN	529.00
12/19/2024	COMMERCE BANK	COMPUTER REPLACEMENT__ HARKEN	3,399.00
12/19/2024	COMMERCE BANK	SUBSCRIPTIONS__ HERZOG	181.10
12/19/2024	COMMERCE BANK	CONFERENCE EXPENSE__ HERZOG	866.28
12/19/2024	COMMERCE BANK	GOAT SUPPLIES__ HUFF	359.58
12/19/2024	COMMERCE BANK	EQUIPMENT REPAIR__ JAMES	45.27
12/19/2024	COMMERCE BANK	TRAINING__ JOHNSTON	175.00
12/19/2024	COMMERCE BANK	TRAINING SUPPLIES__ KALLEM	76.90
12/19/2024	COMMERCE BANK	MARKETING__ KELLER	37.41
12/19/2024	COMMERCE BANK	SUPPLIES__ KELLER	154.04
12/19/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ KELLER	11.76
12/19/2024	COMMERCE BANK	K-9 EQUIPMENT__ KEMPNIH	375.74
12/19/2024	COMMERCE BANK	OFFICE SUPPLIES__ LIBRARY STAFF	120.97
12/19/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ LLAMAS	1.00
12/19/2024	COMMERCE BANK	MEMBERSHIP EXPENSE__ LUCAS	236.04
12/19/2024	COMMERCE BANK	TRAINING__ LUCAS	350.00
12/19/2024	COMMERCE BANK	ADVERTISING__ LUCAS	282.00
12/19/2024	COMMERCE BANK	SUPPLIES__ LUCAS	102.68

Date Paid	Vendor Name	Description	Amount Paid
12/19/2024	COMMERCE BANK	SUPPLIES__ MADOLE	64.99
12/19/2024	COMMERCE BANK	TRAINING__ MARTIN	175.00
12/19/2024	COMMERCE BANK	FUEL__ MARTIN	107.80
12/19/2024	COMMERCE BANK	TRAINING__ MAY	175.00
12/19/2024	COMMERCE BANK	MEMBERSHIP EXPENSE__ MAYER	219.05
12/19/2024	COMMERCE BANK	SUSTENANCE SUPPLIES__ MCCARL	59.85
12/19/2024	COMMERCE BANK	MEETING EXPENSE__ MCQUILLEN	47.01
12/19/2024	COMMERCE BANK	SUSTENANCE SUPPLIES__ MEASE	101.86
12/19/2024	COMMERCE BANK	SUPPLIES__ MEASE	108.76
12/19/2024	COMMERCE BANK	CONFERENCE EXPENSE__ MILLER	1,344.69
12/19/2024	COMMERCE BANK	DUES__ NAPIER	210.00
12/19/2024	COMMERCE BANK	MARKETING__ NAPIER	9.22
12/19/2024	COMMERCE BANK	ADULT LIBRARY BOOKS__ NELSON	579.88
12/19/2024	COMMERCE BANK	LIBRARY MEDIA__ NELSON	751.80
12/19/2024	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	207.96
12/19/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ NELSON	36.64
12/19/2024	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	91.01
12/19/2024	COMMERCE BANK	ADULT LIBRARY BOOKS__ NELSON	94.61
12/19/2024	COMMERCE BANK	LIBRARY MEDIA HARBACH__ NELSON	74.10
12/19/2024	COMMERCE BANK	OFFICE SUPPLIES HARBACH__ NELSON	43.99
12/19/2024	COMMERCE BANK	CHILDRENS BOOKS__ NELSON	101.23
12/19/2024	COMMERCE BANK	RENOVATION EXPENSE__ NELSON	139.98
12/19/2024	COMMERCE BANK	EBOOKS__ NELSON	23.99
12/19/2024	COMMERCE BANK	ADULT PROGRAM SUPPLIES HARBACH__ NELSON	22.74
12/19/2024	COMMERCE BANK	CLOTHING ALLOWANCE__ NIELSEN	279.96
12/19/2024	COMMERCE BANK	PROFESSIONAL FEES__ NISIC	227.88
12/19/2024	COMMERCE BANK	TRAINING__ NUSS	42.54
12/19/2024	COMMERCE BANK	SHIPPING__ NUSS	43.24
12/19/2024	COMMERCE BANK	MEMBERSHIP EXPENSE__ OLLENDIKE	275.00
12/19/2024	COMMERCE BANK	CLOTHING ALLOWANCE__ PASCO	418.99
12/19/2024	COMMERCE BANK	MEMBERSHIP EXPENSE__ PHELPS	56.04
12/19/2024	COMMERCE BANK	TRAINING__ PURVIS	175.00
12/19/2024	COMMERCE BANK	REFUND SUPPLIES__ PURVIS	23.56
12/19/2024	COMMERCE BANK	SUSTENANCE SUPPLIES__ RAMSEY	123.86
12/19/2024	COMMERCE BANK	DUES__ REHBERG	50.00
12/19/2024	COMMERCE BANK	TRAINING__ REHBERG	254.27
12/19/2024	COMMERCE BANK	CONFERENCE EXPENSE__ REHBERG	1,115.77
12/19/2024	COMMERCE BANK	CONFERENCE EXPENSE__ RIVERA	161.90
12/19/2024	COMMERCE BANK	EMPLOYEE APPRECIATION SUPPLIES__ RIVERA	17.68
12/19/2024	COMMERCE BANK	MEMBERSHIP EXPENSE__ RIVERA	30.90
12/19/2024	COMMERCE BANK	MEMBERSHIP EXPENSE__ RIVERA	30.90
12/19/2024	COMMERCE BANK	GOAT SUPPLIES__ ROLFES	1,291.47
12/19/2024	COMMERCE BANK	VEHICLE SUPPLIES__ SALTMARSH	337.00
12/19/2024	COMMERCE BANK	CHILDRENS BOOKS__ SHALON-DEUR	104.89
12/19/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	23.80
12/19/2024	COMMERCE BANK	LIBRARY MEDIA__ SHALON-DEUR	9.19
12/19/2024	COMMERCE BANK	EMPLOYEE APPRECIATION SUPPLIES__ SNOBERGER	80.99
12/19/2024	COMMERCE BANK	VEHICLE MAINT__ SOMSKY	2,640.33
12/19/2024	COMMERCE BANK	MEMBERSHIP EXPENSE__ TOKUHISA	291.00
12/19/2024	COMMERCE BANK	WORK SESSION SUPPLIES__ VENEMA	498.60
12/19/2024	COMMERCE BANK	NEW CANDIDATE MEETING__ VENEMA	35.70
12/19/2024	COMMERCE BANK	TRAINING__ WEILER	525.00
12/19/2024	COMMERCE BANK	EQUIPMENT__ WEILER	445.00
12/19/2024	COMMERCE BANK	UNIFORM ALLOWANCE__ WEILER	20.00
12/19/2024	COMMERCE BANK	UNIFORM ALLOWANCE__ WEILER	292.13
01/06/2025	COMPETITIVE EDGE	STAFF APPAREL	584.95
12/12/2024	CONCRETE COMPANY	2024 PCC PAVEMENT REHAB PAY REQ 6	19,819.21
12/12/2024	CONFLUENCE	UNIVERSITY BLVD FLOOD MIT PAY REQ 1	2,400.00

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	92.97
01/06/2025	CORE & MAIN LP	AQUATIC EQUIPMENT VALVE	850.00
01/06/2025	CORE & MAIN LP	WATER MAIN REPAIR SUPPLIES	850.00
01/06/2025	CORE & MAIN LP	WATER MAIN REPAIR PARTS	8,802.15
01/06/2025	CORE & MAIN LP	HYDRANT REPAIR PARTS	530.00
01/06/2025	CORE & MAIN LP	CREDIT	444.00-
12/12/2024	CORELL CONTRACTOR INC	CIRKSENA PARK PAY REQ 8	14,501.28
01/06/2025	CORELL CONTRACTOR INC	CRUSHED ASPHALT	15.00
12/12/2024	COUNTRY LANDSCAPES INC	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 1	1,662.50
01/06/2025	DCI GROUP	DCI GREENBELT LANDING DESIGN WORK	70,842.06
01/06/2025	DCI GROUP	LIB PRE CON SERVICES PAY REQ 6	5,821.33
01/06/2025	DELL MARKETING LP	MISC HARDWARE	139.98
01/06/2025	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
12/12/2024	DES MOINES ASPHALT AND PAVING	RESIDENTIAL HMA PAVEMENT REHAB PAY REQ 5	45,803.56
01/06/2025	DES MOINES REGISTER	NEWSPAPER SUBSCRIPTION	568.20
01/06/2025	DES MOINES STEEL CO INC	SIGNAGE	134.40
01/06/2025	DES MOINES WATER WORKS	LP MOON PUMP STATION	14,294.16
01/06/2025	DH PACE COMPANY	GARAGE DOOR MAINT	487.30
01/06/2025	DH PACE COMPANY	GARAGE DOOR MAINT	131.35
01/06/2025	DH PACE COMPANY	GARAGE DOOR MAINT	287.15
01/06/2025	DLT SOLUTIONS LLC	SOFTWARE SUBSCRIPTION RENEWAL	7,055.62
01/06/2025	DORSEY & WHITNEY	LITTLE WALNUT CREEK LEGAL	2,394.00
11/30/2024	EBS	Medical / Dental Ins - Nov	11,646.66
11/30/2024	EBS	Medical / Dental Ins - Nov	34,931.44
11/30/2024	EBS	Medical / Dental Ins - Nov	6,767.34
11/30/2024	EBS	Medical / Dental Ins - Nov	16,190.70
11/30/2024	EBS	Medical / Dental Ins - Nov	6,458.10
11/30/2024	EBS	Medical / Dental Ins - Nov	5,130.95
11/30/2024	EBS	Medical / Dental Ins - Nov	6,212.54
11/30/2024	EBS	Medical / Dental Ins - Nov	13,188.82
11/30/2024	EBS	Medical / Dental Ins - Nov	4,094.68
11/30/2024	EBS	Medical / Dental Ins - Nov	3,725.44
11/30/2024	EBS	Medical / Dental Ins - Nov	3,712.15
11/30/2024	EBS	Medical / Dental Ins - Nov	1,564.43
11/30/2024	EBS	Medical / Dental Ins - Nov	2,468.14
11/30/2024	EBS	Medical / Dental Ins - Nov	663.05
11/30/2024	EBS	Medical / Dental Ins - Nov	9,653.15
11/30/2024	EBS	Medical / Dental Ins - Nov	1,601.10
11/30/2024	EBS	Medical / Dental Ins - Nov	16,326.43
11/30/2024	EBS	Medical / Dental Ins - Nov	4,693.29
11/30/2024	EBS	Medical / Dental Ins - Nov	5,902.71
11/30/2024	EBS	Medical / Dental Ins - Nov	5,921.80
11/30/2024	EBS	Medical / Dental Ins - Nov	3,136.43
11/30/2024	EBS	Vision Ins - Nov	111.36
11/30/2024	EBS	Vision Ins - Nov	296.96
11/30/2024	EBS	Vision Ins - Nov	50.11
11/30/2024	EBS	Vision Ins - Nov	135.49
11/30/2024	EBS	Vision Ins - Nov	46.40
11/30/2024	EBS	Vision Ins - Nov	78.92
11/30/2024	EBS	Vision Ins - Nov	49.49
11/30/2024	EBS	Vision Ins - Nov	105.17
11/30/2024	EBS	Vision Ins - Nov	30.93
11/30/2024	EBS	Vision Ins - Nov	27.84
11/30/2024	EBS	Vision Ins - Nov	37.12
11/30/2024	EBS	Vision Ins - Nov	9.28
11/30/2024	EBS	Vision Ins - Nov	27.84
11/30/2024	EBS	Vision Ins - Nov	9.28
11/30/2024	EBS	Vision Ins - Nov	64.96

Date Paid	Vendor Name	Description	Amount Paid
11/30/2024	EBS	Vision Ins - Nov	18.56
11/30/2024	EBS	Vision Ins - Nov	148.64
11/30/2024	EBS	Vision Ins - Nov	27.84
11/30/2024	EBS	Vision Ins - Nov	46.40
11/30/2024	EBS	Vision Ins - Nov	37.12
11/30/2024	EBS	Vision Ins - Nov	55.68
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	317.24
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	462.10
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	195.77
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	465.11
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	192.92
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	281.96
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	189.30
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	363.46
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	117.66
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	111.72
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	170.16
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	34.31
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	171.37
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	33.57
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	258.57
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	53.45
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	19.00
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	135.89
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	146.78
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	121.63
11/30/2024	EBS	Life, LTD, AD&D Ins - Nov	148.45
11/30/2024	EBS	FLEX ACCT (DEBCARDTX)	2,000.00
12/13/2024	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 12/	2,139.83
12/13/2024	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 12/7/2024	7,806.07
12/13/2024	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 12/7/20	1,823.22
12/13/2024	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 12/7/2024	568.51
12/13/2024	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 12/7/2024	1,093.22
12/13/2024	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 12/7/2024	362.52
12/13/2024	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 12/7/2024	509.76
12/27/2024	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 12/	2,139.83
12/27/2024	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 12/21/202	7,806.07
12/27/2024	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 12/21/2	1,823.22
12/27/2024	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 12/21/202	568.51
12/27/2024	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 12/21/2024	1,093.22
12/27/2024	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 12/21/2024	362.52
12/27/2024	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 12/21/2024	509.76
12/13/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	63,420.59
12/13/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 12/7/20	34,055.16
12/13/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 12/7/20	34,055.16
12/13/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 12/7/2024	8,142.17
12/13/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 12/7/2024	8,142.17
12/27/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	49,355.55
12/27/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 12/21/2	29,787.28
12/27/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 12/21/2	29,757.32
12/27/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 12/21/2024	7,223.92
12/27/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 12/21/2024	7,216.91
12/31/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY	29.95
12/31/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE	7.00
01/06/2025	ELECTRIC PUMP	SCADA REPAIR	485.00
01/06/2025	ELINEUP LLC	SOFTWARE LIC RENEWAL	750.00
01/06/2025	EMERGENCY APPARATUS	E320 PUMP REPACK	1,759.08
01/06/2025	EMS MANAGEMENT & CONSULTANTS INC	NOVEMBER EMS BILLING FEE	1,605.04

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	ESTELA DIAZ	PROFESSIONAL FEES - INTERPRETER	70.00
01/06/2025	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
01/06/2025	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
01/06/2025	FABIAN RUIZ	PROFESSIONAL FEES - INTERPRETER	70.00
01/06/2025	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
01/06/2025	FABIAN RUIZ	PROFESSIONAL FEES-INTERPRETER	70.00
01/06/2025	FASTENAL COMPANY	LAZY RIVER PUMP HARDWARE	401.39
01/06/2025	FASTSIGNS	REPLACEMENT SIGNS	188.44
01/06/2025	FERGUSON ENTERPRISES INC	PW REMODEL	249.97
01/06/2025	FERRELLGAS	FORKLIFT FUEL	146.26
01/06/2025	FIRE SERVICE TRAINING BUREAU	ANNUAL STATE FIRE SCHOOL FEE	200.00
01/06/2025	FIRE SERVICE TRAINING BUREAU	ANNUAL STATE FIRE SCHOOL FEE -	100.00
01/06/2025	FIRE SERVICE TRAINING BUREAU	FF2 CERTIFICATION FEE-PIERSMA	50.00
01/06/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID KITS	38.65
01/06/2025	GALLS LLC	NEW OFFICER UNIFORM - M. JENNETT	86.28
01/06/2025	GALLS LLC	UNIFORM ALLOW - S. THAYER	167.88
01/06/2025	GALLS LLC	UNIFORM ALLOW - A. MEINERT	174.21
01/06/2025	GANNETT IOWA LOCALIQ	MINS	374.60
01/06/2025	GANNETT IOWA LOCALIQ	PH NOTICE	122.18
01/06/2025	GANNETT IOWA LOCALIQ	LEGAL PUBLICATION	35.20
01/06/2025	GRACE FYNN	REIMBURSE TOWING/TIRES	1,429.62
01/06/2025	GTR DM CONVENTION & VISITORS B	2/7 HOTEL MOTEL DECEMBER 24	18,126.83
01/06/2025	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	196.17
01/06/2025	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	78.00
01/06/2025	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	204.48
01/06/2025	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	105.46
01/06/2025	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	76.16
01/06/2025	HILLTOP TIRE SERVICE	TIRES	1,029.06
01/06/2025	HILLTOP TIRE SERVICE	TIRES	705.96
01/06/2025	HOTSY CLEANING SYSTEM	PARTS	570.00
01/06/2025	HOTSY CLEANING SYSTEM	HIGH PRESSURE HOSE REPLACEMENT	296.04
12/13/2024	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 12/7/2024	781.79
12/27/2024	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 12/21/2024	781.79
12/13/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 12/7/	6,613.99
12/13/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 12/7/2024	11,180.33
12/13/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 12/7/2024	10,563.05
12/27/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 12/2	6,575.89
12/27/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 12/21/2024	11,180.33
12/27/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 12/21/202	10,877.44
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL EX	190.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL HR	349.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL ADMIN	250.50
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL IT	86.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL FD	544.75
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PD	679.50
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PZ	129.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PARKS	285.75
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL LIB	777.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	902.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	129.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	176.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PARKS	189.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL FD	295.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PD	70.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL CD	57.00
01/06/2025	IMAGE SOLUTIONS	LOGOES APPAREL PZ	140.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL REC	243.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	91.00

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	370.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	533.00
01/06/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	125.00
01/06/2025	IMWCA	WC INSTALL #7	14,739.00
01/06/2025	INGRAM LIBRARY SERVICES	CHILDREN PROGRAM SUPPLIES	89.80
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	159.02
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.92
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.92
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	32.41
01/06/2025	INGRAM LIBRARY SERVICES	CHILDREN PROGRAM SUPPLIES	89.80
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	42.92
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	46.21
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	7.49
01/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.18
01/06/2025	INTERSTATE ALL BATTERY CENTER	MINOR EQUIPMENT	19.40
01/06/2025	IOWA CODIFICATION INC	CODE UPDATE	44.00
01/06/2025	IOWA CODIFICATION INC	ANNUAL CODE HOSTING	650.00
12/12/2024	IOWA EARTH WORKS	WALNUT CREEK STREAM PAY REQ 5	170,562.37
01/06/2025	IOWA MEDICAID	JANUARY 2025 STATE SHARE OF GEMT	12,666.64
01/06/2025	IOWA ONE CALL	LOCATES	187.95
01/06/2025	IOWA ONE CALL	LOCATES	187.95
01/06/2025	IOWA PRISON INDUSTRIES	SIGNAGE	67.00
12/13/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	204.59
12/13/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	19,328.66
12/13/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	29,008.29
12/13/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,702.81
12/13/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,549.63
12/13/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	136.31
12/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,057.87
12/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	19,762.53
12/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	29,613.82
12/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,374.81
12/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	62,854.64
01/06/2025	JOHNSTONE SUPPLY	FILTERS	31.28
01/06/2025	JOHNSTONE SUPPLY	FILTERS	31.28
01/06/2025	JOHNSTONE SUPPLY	FILTERS	31.28
01/06/2025	JOHNSTONE SUPPLY	FILTERS	31.26
01/06/2025	JONATHAN MAY	MISC CONTRACT WORK- CHILDREN	450.00
01/06/2025	JP PARTY RENTALS	LASER TAG HARBACH	700.00
01/06/2025	JP PARTY RENTALS	CABIN FEVER RELIEVER TRAIN	1,505.00
01/06/2025	JP PARTY RENTALS	LASER TAG HARBACH	650.00
01/06/2025	JP PARTY RENTALS	LASER TAG HARBACH	650.00
12/12/2024	KEYSTONE CONSTRUCTION SERVICES	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 2	149,384.42
12/12/2024	KEYSTONE CONSTRUCTION SERVICES	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 1	29,815.75
01/06/2025	KING'S THRONE, LLC	PW BUILDING REMODEL	455.00
01/06/2025	KNESS SIGNS	DECALS	35.00
01/06/2025	KNESS SIGNS	PARK SIGNAGE	45.00
01/06/2025	KNOX COMPANY	ANNUAL LICENSE	721.00
01/06/2025	KRISTIN SCHAAF	REFUND DEPOSIT	50.00
01/06/2025	KRISTIN SCHAAF	REFUND OVERPAYMENT	13.91
01/06/2025	LINDE GAS & EQUIPMENT INC	OXYGEN TANKS CYLINDER RENTAL	329.03
01/06/2025	LIVING HISTORY FARMS	H/M PLEDGE	5,000.00
01/06/2025	LOGAN CONTRACTORS SUPPLY	SUPPLIES	94.50
01/06/2025	LOGAN CONTRACTORS SUPPLY	AIR COMPRESSOR	16,245.00
01/06/2025	LOUNSBURY SAND & GRAVEL	WALNUT HILLS PROJECT	28,879.82
12/26/2024	LOWES HOME CENTERS INC	BUILDING MAINT	23.73
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	32.22
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	32.22

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	32.22
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	32.22
01/06/2025	LOWES HOME CENTERS INC	PW BLDG REMODEL	223.05
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	28.49
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	28.49
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	28.49
01/06/2025	LOWES HOME CENTERS INC	BUILDING MAINT	28.49
01/06/2025	MACQUEEN EQUIPMENT	FIRE LEATHER BOOTS	597.71
01/06/2025	MACQUEEN EQUIPMENT	4 FIRE JACKET AND PANTS	16,098.30
01/06/2025	MACQUEEN EQUIPMENT	FIRE LEATHER BOOTS	1,772.81
01/06/2025	MACQUEEN EQUIPMENT	PROTECTIVE CLOTHING	771.80
01/06/2025	MACQUEEN EQUIPMENT	RETURN PROTECTIVE CLOTHING	771.80
01/06/2025	MAHON TRUCKING LLC	TRUCKING	390.00
01/06/2025	MAIL SERVICES	REMINDER NOTICES	41.93
01/06/2025	MAIL SERVICES	POSTAGE	179.68
01/06/2025	MAIL SERVICES	NEWSLETTER	1,136.31
01/06/2025	MAIL SERVICES	POSTAGE	2,552.61
01/06/2025	MAIL SERVICES	BILLS	833.08
01/06/2025	MAIL SERVICES	REMINDER NOTICES	49.33
01/06/2025	MAIL SERVICES	POSTAGE	215.26
12/12/2024	MAINLINE CONSTRUCTION INC	NW 99TH CT RECON PAY REQ 8	42,722.31
01/06/2025	MARK LEHAN	REFUND DEPOSIT	50.00
01/06/2025	MARTIN MARIETTA MATERIALS	ROCK FOR WATER MAIN BREAK	2,203.33
01/06/2025	MARTIN MARIETTA MATERIALS	1" CLEAN LIMESTONE ROCK	1,050.99
01/06/2025	MATHESON TRI-GAS INC	WELDING SUPPLIES	299.47
01/06/2025	MAXIMUM EXPOSURE PRODUCTIONS	GREENBELT LANDING VIDEO	2,055.00
01/06/2025	MCCLURE	TEMPORARY PARK PROJECT DESIGN WORK	1,332.00
01/06/2025	MCGARD	SUPPLIES	168.15
01/06/2025	MEADOWBROOK-BERKSHIRE BUILDERS	REFUND OVERPAYMENT	9.84
01/06/2025	MENARDS	SUPPLIES	6.98
01/06/2025	MENARDS	SAFETY EQUIPMENT	39.97
01/06/2025	MENARDS	CONCRETE	305.92
01/06/2025	MENARDS	PAINT	175.00
01/06/2025	MENARDS	PW REMODEL	188.95
01/06/2025	MENARDS	SUPPLIES	39.58
01/06/2025	MENARDS	PAINT SPRAYER	179.00
01/06/2025	MENARDS	SUPPLIES	57.46
01/06/2025	MENARDS	SUPPLIES	26.43
01/06/2025	MENARDS	SHELF	95.73
01/06/2025	MENARDS	CONCRETE	32.91
01/06/2025	MENARDS	PW REMODEL	472.66
01/06/2025	MENARDS	PW REMODEL	12.67
01/06/2025	MENARDS	PW REMODEL	8.07
01/06/2025	MENARDS	HITCH PINS	18.45
01/06/2025	MENARDS	PW REMODEL	61.34
01/06/2025	MENARDS	MOVING BOXES	58.40
01/06/2025	MENARDS	PW REMODEL	303.60
01/06/2025	MENARDS	SUPPLIES	67.94
01/06/2025	MENARDS	BUILDING MAINT	3.94
01/06/2025	MENARDS	SUPPLIES	60.95
01/06/2025	MENARDS	MOVING SUPPLIES	319.90
01/06/2025	MENARDS	SUPPLIES	1.59
01/06/2025	MENARDS	PW REMODEL	196.14
01/06/2025	MENARDS	BUILDING MAINT	27.55
01/06/2025	MENARDS	BUILDING MAINT	27.55
01/06/2025	MENARDS	BUILDING MAINT	27.55
01/06/2025	MENARDS	BUILDING MAINT	27.55
01/06/2025	MENARDS	PW REMODEL	93.50

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	MENARDS	BUILDING MAINT	9.12
01/06/2025	MENARDS	BUILDING MAINT	9.12
01/06/2025	MENARDS	BUILDING MAINT	9.12
01/06/2025	MENARDS	BUILDING MAINT	9.12
01/06/2025	MENARDS	SUPPLIES	90.75
01/06/2025	MENARDS	RENOVATION MOVING EXPENSE	53.34
01/06/2025	MENARDS	SUPPLIES	12.44
01/06/2025	MENARDS	BACKPACK SPRAYER	79.99
01/06/2025	MENARDS	PW REMODEL	38.56
01/06/2025	MENARDS	BUILDING MAINT	5.99
01/06/2025	MENARDS	CREDIT	5.99-
01/06/2025	MENARDS	SUPPLIES	46.56
01/06/2025	MENARDS	BUILDING MAINT	12.75
01/06/2025	MENARDS	BUILDING MAINT	12.70
01/06/2025	MENARDS	BUILDING MAINT	12.70
01/06/2025	MENARDS	BUILDING MAINT	12.70
01/06/2025	MENARDS	HYDRANT REPAIR BLOCKS	92.56
01/06/2025	MENARDS	BUILDING MAINT	73.23
01/06/2025	MENARDS	DEHUMIDIFIERS FOR FACILITIES	339.98
01/06/2025	MENARDS	BOOT DRYER REPAIR	1.92
01/06/2025	MENARDS	BUILDING MAINT	14.65
01/06/2025	MENARDS	CONCRETE	102.79
01/06/2025	MENARDS	CONCRETE	39.90
01/06/2025	MENARDS	CONCRETE	39.90
01/06/2025	MERCYONE CLIVE PHARMACY	EMS MEDICATION	116.44
01/06/2025	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS & DRUG SCREENS	2,103.00
01/06/2025	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS & DRUG SCREENS	1,061.00
01/06/2025	METRO WASTE AUTHORITY	CURB IT - DEC 24	27,530.38
01/06/2025	METRO WASTE AUTHORITY	SOLID WASTE DEC 24	70,199.26
12/19/2024	METRONET	INTERNET PS	798.67
01/06/2025	MH EQUIPMENT COMPANY	UNIT #794 SCISSOR LIFT	22,844.60
01/06/2025	MIDAMERICA BOOKS	CHILDREN - BOOKS	143.70
12/19/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	23.91
12/19/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	25.19
12/19/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	104.45
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	2,585.85
12/19/2024	MIDAMERICAN ENERGY DAV	PW BUILDING	838.72
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	79.46
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	305.19
01/06/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	73.37
12/19/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	124.57
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	2,697.00
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	726.89
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,589.13
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	12.85
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	337.36
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.24
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.00
01/06/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	210.94
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.00
01/06/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	149.10
01/06/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	16.26
01/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,672.18
01/06/2025	MIDWEST BREATHING AIR LLC	SCBA QUARTERLY AIR TEST FOR NFPA	202.90
11/30/2024	MIDWEST GROUP BENEFITS-	FLEX FUNDS	3,014.29
01/06/2025	MIDWEST TAPE, LLC	EBOOK HOOPLA FLEX	74.23
01/06/2025	MIRACLE RECREATION EQUIP CO	PLAYGROUND EQUIPMENT	3,637.88
12/13/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	25,252.72

Date Paid	Vendor Name	Description	Amount Paid
12/13/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,642.69
12/27/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	22,715.84
12/27/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,573.54
01/06/2025	MUNICIPAL SUPPLY INC	REPLACEMENT METER HEADS	1,600.00
01/06/2025	NAPA DISTRIBUTION CENTER	VEHICLE MAINT	15.77
01/06/2025	NAPA DISTRIBUTION CENTER	TRUCK BRAKES	79.73
01/06/2025	NAPA DISTRIBUTION CENTER	A102 BATTERIES (2)	268.08
01/06/2025	NETWORKS	PROFESSIONAL FEES	600.00
01/06/2025	NETWORKS	HOSTED EMAIL	1,422.15
01/06/2025	NETWORKS	SOFTWARE SUBSCRIPTION	27.00
01/06/2025	NETWORKS	PROFESSIONAL FEES	1,275.00
01/06/2025	NETWORKS	HARDWARE MAINT	3,170.57
01/06/2025	NETWORKS	SOFTWARE SUBSCRIPTION	7.70
01/06/2025	NETWORKS	HOSTED EMAIL	1,442.15
01/06/2025	NETWORKS	SOFTWARE SUBSCRIPTION	27.00
01/06/2025	NETWORKS	WIRELESS HARDWARE	2,633.75
01/06/2025	NETWORKS	HARDWARE MAINT	1,702.10
01/06/2025	NETWORKS	HOSTED BACKUP	4,631.32
01/06/2025	NETWORKS	PROFESSIONAL FEES	1,537.50
01/06/2025	NETWORKS	FIREWALL HW	3,570.00
01/06/2025	NETWORKS	HARDWARE MAINT	4,937.55
01/06/2025	NETWORKS	HARDWARE MAINT	1,479.58
01/06/2025	NETWORKS	PROFESSIONAL FEES	225.00
01/06/2025	NETWORKS	PROFESSIONAL FEES	300.00
01/06/2025	NORSOLV	PARTS CLEANER	271.95
01/06/2025	NORTHERN TOOL & EQUIPMENT CO	SUPPLIES	39.98
01/06/2025	NORTHLAND PRODUCTS CO	OIL	66.00-
01/06/2025	NORTHLAND PRODUCTS CO	OIL	820.06
11/30/2024	NYEMASTER-GOODE	FLOOD PROP ACQ- 7835 DRAKE	273,164.90
12/12/2024	ON TRACK CONSTRUCTION	GREENBELT LANDING CONSTRUCT PRCT PAY REQ 1	47,756.50
01/06/2025	ONE SOURCE	BACKGROUND CHECKS	142.20
01/06/2025	OTTO'S GROTTO	PRINTING	114.00
01/06/2025	P & P SMALL ENGINES INC	SMALL EQUIPMENT PARTS	149.98
01/06/2025	P J IOWA LC	MTL VOLUNTEERS & STAFF	103.29
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	1,832.21
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	1,465.76
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	366.44
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	32.00
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	14.18
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	154.02
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	154.02
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	1,071.49
11/30/2024	PAYMENTECH - CHASE BANK	Nov CC Fees	12.11
11/30/2024	PAYMENTECH - CHASE BANK	PROGRAM REFUNDS	306.13
01/06/2025	PC PRINT CENTER	INVOICE PAYMENT STAMPS	97.90
12/19/2024	PER MAR SECURITY SERVICES	CAC QUARTERLY SECURITY MONITORING	1,515.18
01/06/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	49.98
01/06/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	822.55
01/06/2025	PLUMB SUPPLY	PLUMBING REPAIRS	239.04
01/06/2025	POLK COUNTY TREASURER	PAY TO OTHER AGENCIES - BLOOD DRAW	150.00
01/06/2025	POLK COUNTY TREASURER	FLOOD PRONE PROPERTY BUY OUT	146.92
01/06/2025	POOLEQUIP LLC	SAFETY PADS - LEISURE POOL	2,453.96
11/30/2024	PROFESSIONAL SOLUTIONS	CLOVER CC FEES	296.63
01/06/2025	QUADIENT INC	METER RENTAL	189.00
01/06/2025	QUALITY RESOURCE GROUP INC	GOAT SHIRT	1,128.00
01/06/2025	QUICK SUPPLY CO	WALNUT HILLS PROJECT	1,909.90
12/20/2024	RAMY TURF PRODUCTS	HYDRO SEEDER	42,200.00
01/06/2025	RANGEMASTERS	UNIFORM ALLOW - M. DOLSEN	295.00

Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	RANGEMASTERS	UNIFORM ALLOW - T. WEILER	323.42
01/06/2025	RANGEMASTERS	UNIFORM ALLOW - B. CRANNELL	122.84
01/06/2025	RANGEMASTERS	UNIFORM ALLOW - J. LAMP	123.49
12/13/2024	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 12/7/2024	1,183.04
12/27/2024	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 12/21/2024	1,183.04
12/12/2024	RES GREAT LAKES, LLC	GREENBELT MGMT PLAN PAY REQ 38	2,564.80
12/12/2024	RES GREAT LAKES, LLC	GREENBELT MGMT PAY REQ 39	3,676.31
01/06/2025	RILEY HUHNS	REFUND DEPOSIT	50.00
01/06/2025	ROBERT CARBAJAL	TOWING AND TIRE DAMAGE REIMBURSEMENT	1,058.84
01/06/2025	SADIE HEUERTZ	MISC CONTR WORK	250.00
01/06/2025	SCOTT EBEL	REFUND DEPOSIT	24.57
01/06/2025	SECTOR	NEW CAR SETUP- 221A NOW 207(NEW)	20,652.48
01/06/2025	SECTOR C/O US BANK N.A.	211 UPFIT K9	22,346.72
01/06/2025	SECURITY EQUIPMENT INC	STAFF DUPLICATE KEYS	60.00
01/06/2025	SECURITY EQUIPMENT INC	STAFF DUPLICATE KEYS	54.00
01/06/2025	SECURITY EQUIPMENT INC	CONTRACTOR DUPLICATE KEYS	85.00
01/06/2025	SHERWIN WILLIAMS #703288	PAINT	91.84
01/06/2025	SHREDDER, THE	DOCUMENT DISTRUTION	84.00
01/06/2025	SMITHGROUP, INC	LINNAN PARK REDESIGN WORK	7,809.80
01/06/2025	SMITHGROUP, INC	LINNAN PARK REDESIGN PROJECT DESIGN WORK	218,102.10
01/06/2025	SMITHGROUP, INC	GREENBELT LANDING PROJECT DESIGN WORK	3,203.60
12/12/2024	SNYDER & ASSOCIATES	UNIVERSITY BLVD PUMP STATION PAY REQ 16	10,988.30
12/12/2024	SNYDER & ASSOCIATES	ALICE RD RECON PAY REQ 11	102,038.75
01/06/2025	SNYDER & ASSOCIATES	SURVEY	13,500.00
01/06/2025	SNYDER & ASSOCIATES	78/80TH ST WATERMAIN REPLACEMENT	16,500.00
01/06/2025	SPRAYER SPECIALTIES INC	POWDER COAT SAND BAG CARTS	290.00
01/06/2025	SRIKANT MIKKILINENI	STORMWATER ASSIST PROGRAM	4,000.00
01/06/2025	STANARD & ASSOCIATES INC	PROFESSIONAL FEES	196.50
01/06/2025	STATE HYGENIC LABORATORY	TESTING	550.00
01/06/2025	STEAM STARZ LLC	CONTRACT WORK	175.00
01/06/2025	STEPHAN PELLETIER	TOWING/HOTEL/TIRE DAMAGE REIMB	775.58
12/12/2024	STERNQUIST CONSTRUCTION INC	HICKMAN RD/NW 161ST ST PAY REQ 7	18,901.59
01/06/2025	STONEGATE LAND COMPANY	REFUND OVERPAYMENT	3,978.65
01/06/2025	SUPERIOR CONCRETE FENCE OF TEXAS	GROUNDS MAINT	1,711.91
01/06/2025	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
01/06/2025	SUPERIOR PEST CONTROL	PEST CONTROL	47.85
01/06/2025	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
01/06/2025	SWAIM APPRAISAL SERVICES	APPRAISAL	450.00
01/06/2025	TERRACON CONSULTANTS INC	ASBESTOS ABATEMENT DESIGN PAY REQ 1	3,500.00
01/06/2025	TITAN MACHINERY	#783 EQUIPMENT MAINT	109.15
01/06/2025	TRAVIS KLOSTERMANN	REFUND DEPOSIT	50.00
12/13/2024	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 12/7/2024	34,541.00
12/27/2024	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 12/21/2024	27,902.00
11/30/2024	TREASURER STATE OF IOWA	WATER EXCISE TAX	44,353.96
11/30/2024	TREASURER STATE OF IOWA	UTILITY SALES TAX	9,156.03
01/06/2025	UNIQUE	MISC CONTRACT WORK- COLLECTION AGENCY	29.55
12/13/2024	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 12/7/2024	162.12
12/27/2024	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 12/21/2024	162.12
01/06/2025	VAN METER INC	STREET LIGHT POLE REPAIR	7,657.00
01/06/2025	VAN METER INC	PW BLDG REMODEL	91.07
01/06/2025	VAN METER INC	LIGHTING REPAIRS	50.91
12/19/2024	VERIZON	DATA PLANS	646.42
01/06/2025	VERIZON	CELL DATA SERVICE	313.59
01/06/2025	VERIZON	CELL DATA SERVICE	55.54
01/06/2025	VERIZON	CELL DATA SERVICE	166.65
01/06/2025	VERIZON	DATA PROCESSING HOT SPOTS	160.04
01/06/2025	VESTIS	UNIFORMS	21.37
01/06/2025	VESTIS	UNIFORMS	56.99

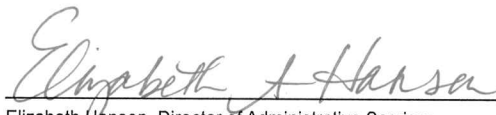
Date Paid	Vendor Name	Description	Amount Paid
01/06/2025	VESTIS	UNIFORMS	56.99
01/06/2025	VESTIS	UNIFORMS	102.11
01/06/2025	VESTIS	UNIFORMS	102.11
01/06/2025	VESTIS	UNIFORMS	56.99
01/06/2025	VESTIS	UNIFORMS	56.99
01/06/2025	VESTIS	UNIFORMS	21.37
01/06/2025	VESTIS	UNIFORMS	96.53
01/06/2025	VESTIS	UNIFORMS	44.90
01/06/2025	VESTIS	UNIFORMS	44.90
01/06/2025	VESTIS	UNIFORMS	38.15
01/06/2025	VOCAL PARENTS ASSOCIATION	2024 CLIVE MAYOR'S TREE LIGHTING	100.00
01/06/2025	WAUKEE COMMUNITY SCHOOL DISTRICT	ADULT VB GYM RENTAL	2,100.00
01/06/2025	WAUKEE COMMUNITY SCHOOL DISTRICT	YOUTH BB GYM RENTAL	3,825.00
01/06/2025	WAUKEE COMMUNITY SCHOOL DISTRICT	YOUTH BB GYM RENTAL	1,105.00
01/06/2025	WAUKEE COMMUNITY SCHOOL DISTRICT	YOUTH BB GYM RENTAL	1,105.00
01/06/2025	WAUKEE COMMUNITY SCHOOL DISTRICT	YOUTH BB GYM RENTAL	1,105.00
01/06/2025	WAUKEE COMMUNITY SCHOOL DISTRICT	YOUTH BB GYM RENTAL	1,105.00
01/06/2025	WAUKEE COMMUNITY SCHOOL DISTRICT	YOUTH BB GYM RENTAL	292.50
01/06/2025	WEST DES MOINES SCHOOLS	CLIVE YOUTH BB - GYM RENTAL	4,252.56
01/06/2025	WEST DES MOINES SCHOOLS	CLIVE YOUTH BB - GYM RENTAL	2,956.50
01/06/2025	WEST DES MOINES WATER WORKS	WATER FACILITIES	208.39
12/19/2024	WEX BANK	FUEL	133.96
12/19/2024	WEX BANK	FUEL	33.02
12/19/2024	WEX BANK	FUEL	1,039.58
12/19/2024	WEX BANK	FUEL	654.80
12/19/2024	WEX BANK	FUEL	1,774.20
12/19/2024	WEX BANK	FUEL	4,383.34
12/19/2024	WEX BANK	FUEL	885.17
12/19/2024	WEX BANK	FUEL	1,236.40
12/19/2024	WEX BANK	FUEL	885.17
12/19/2024	WEX BANK	FUEL	1,456.04
12/19/2024	WEX BANK	FUEL	190.70
12/19/2024	WEX BANK	FUEL	164.52
12/19/2024	WEX BANK	FUEL	385.30
01/06/2025	WRIGHT OUTDOOR SOLUTIONS INC	TREE LIGHTING INSTALL	780.00
11/30/2024	XPRESS BILL PAY	Tran Fees- UB	1,081.81
11/30/2024	XPRESS BILL PAY	Tran Fees- UB	865.45
11/30/2024	XPRESS BILL PAY	Tran Fees- UB	216.36
11/30/2024	XPRESS BILL PAY	Tran Fees- PD	10.92
11/30/2024	XPRESS BILL PAY	Tran Fees- Rec	15.60
11/30/2024	XPRESS BILL PAY	Tran Fees- Pool	15.60
11/30/2024	XPRESS BILL PAY	Tran Fees- CD	75.27
11/30/2024	XPRESS BILL PAY	Tran Fees- Admin	82.41
01/06/2025	ZIEGLER INC	GENERATOR MAINT	679.39
01/06/2025	ZIMCO SUPPLY CO	HYDROMULCH	1,000.00
Grand Totals:			3,097,064.11

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	\$	3,097,064.11
(12/10/2024 - 1/06/2025)		
Payroll		
(12/13/2024)		359,798.68
Payroll		
(12/27/2024)		320,135.57
Total	\$	3,776,998.36

Of the total payrolls, \$796.64 are expense reimbursements.

 Date: 1/6/2025
Elizabeth Hansen, Director of Administrative Services

Dated: _____

City Council:

Srikant Mikkilineni	_____
Eric Klein	_____
Ted Weaver	_____
Michael McCoy	_____
Susan Judkins	_____



Memo

TO: Mayor and Council members

FROM: Paula Venema, Deputy City Clerk

DATE: January 9, 2025

RE: Approve New Cigarette/Tobacco/Nicotine/Vapor Permit - Maitham Sport, 9944 Swanson Blvd.

SYNOPSIS:

The following business has applied for a Cigarette/Tobacco/Nicotine/Vapor permit renewal. The application is attached (for your viewing only) if needed.

1. Approve Cigarette/Tobacco/Nicotine/Vapor permit renewal - Maitham Sport, 9944 Swanson Blvd.

Attachments:

1. Maitham Sport Tobacco Application



Memo

TO: Mayor and Council members

FROM:

DATE: January 9, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - World Liquor & Tobacco - 1775 NW 86th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. World Liquor & Tobacco 03_01_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: January 9, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Board and Brush Creative Studio - 12871 University Avenue, Suite 150

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Board and Brush Creative Studio 02_01_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: January 9, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Cosi Cucina - 1975 NW 86th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Cosi Cucina 01_24_2025



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: January 9, 2025

RE: Resolution Approving Change Order #3 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$29,700.00

SYNOPSIS:

Staff recommends approval of Change Order #3 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 allows for bonded fiber matrix hydromulch to be used for temporary site stabilization outside of the recommended seeding window.

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
Change Order #3	\$29,700.00
Total Approved Agreement Amount:	\$835,577.95

Paid to date:	\$494,252.41
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Amount remaining on agreement:	\$341,325.54
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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. Resolution
2. Change Order

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO.3 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. 3; and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 3 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. 3 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. 3 on behalf of the City of Clive, Iowa

PASSED AND APPROVED this _____ day of _____, 2025.

John D. Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



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	3
Status	Pending
Date Created	12/13/2024
Type	Changed Conditions
Summary	New item
Change Order Description	Adding Hydro-Mulch with BFM due to the need for the mulch to last longer than three months to stabilize site through the winter.
Awarded Project Amount	\$762,452.95
Authorized Project Amount	\$805,877.95
Change Order Amount	\$29,700.00
Revised Project Amount	\$835,577.95

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0500	23-057	Acre	9.000	\$3,300.000	\$29,700.00
Hydro-Mulch					
1 item					Total: \$29,700.00

Mayor, City of Clive	Date
Project Engineer, Rai Tokuhisa	Date
Field Engineer, Nolan Daft	Date
Contractor, Iowa Earth Works	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: January 9, 2025

RE: Resolution Approving Change Order #4 - Alliance Construction Group - NW 114th Street Reconstruction - \$4,452.00

SYNOPSIS:

Staff is recommending approval of Change Order #4 in the amount of \$4,452.00 to Alliance Construction Group for work performed on the above referenced project.

The change order covers extra work and adjustments for the following items.

1. Additional temporary asphalt pavement that was installed between properties for temporary access.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$1,356,131.28

Change Order #4 - \$4,452.00

Revised Contract Amount - \$1,360,583.28

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

Attachments:

1. Change Order - 4
2. Resolution - Change Order



City of Clive

Change Order Details

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Change Order	4
Status	Pending
Date Created	12/19/2024
Type	Minor Overrun
Summary	Overrun of temporary asphalt
Change Order Description	This change order is to approve the payment of the overrun of temporary asphalt bid item
Awarded Project Amount	\$1,349,523.50
Authorized Project Amount	\$1,356,131.28
Change Order Amount	\$4,452.00
Revised Project Amount	\$1,360,583.28

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0380	24-038	SY	\$60.000	155.000	\$9,300.00	74.200	\$4,452.00	229.200	\$13,752.00
TEMPORARY DRIVEWAY, PAVED, HMA, 4"									
1 item			Totals		\$9,300.00		\$4,452.00		\$13,752.00

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Alliance Construction Group	Date

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 4
FOR ALLIANCE CONSTRUCTION GROUP
NW 114th STREET RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 4 to the contract with Alliance Construction Group in regard to the NW 114th Street Reconstruction (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 4 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. 4 to the contract with Alliance Construction Group, 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; and the Mayor is hereby authorized and directed to execute said Change Order No. 4 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: January 9, 2025

RE: Resolution Approving Change Order #6 - Mainline Construction Inc. - NW 99th Court Reconstruction - (\$-36,017.70)

SYNOPSIS:

Staff is recommending approval of Change Order #6 in the amount of (\$-36,017.70) to Mainline Construction, Inc. for work performed on the above referenced project.

This Change Order balances the remaining unit items on the project to account for underruns.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$1,688,945.92

Change Order #6 - \$ (-36,017.70)

Revised Contract Amount - \$1,659,928.22

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

Attachments:

1. Change Order #6
2. Resolution - Change Order



City of Clive

Change Order Details

Nw 99th Court Reconstruction

Description	Total road reconstruction
Prime Contractor	Mainline Construction PO Box 173 Bondurant, IA 50035
Change Order	6
Status	Pending
Date Created	12/30/2024
Type	Changed Conditions
Summary	balance items
Awarded Project Amount	\$1,521,703.44
Authorized Project Amount	\$1,688,945.92
Change Order Amount	-\$36,017.70
Revised Project Amount	\$1,652,928.22

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0060	24-006	TON	\$390.000	234.000	\$91,260.00	-22.890	-\$8,927.10	211.110	\$82,332.90
SUBGRADE TREATMENT, 8% CEMENT									
0120	24-012	EA	\$850.000	27.000	\$22,950.00	-2.000	-\$1,700.00	25.000	\$21,250.00
SANITARY SEWER CLEANOUT									
0130	24-013	LF	\$80.000	992.000	\$79,360.00	-42.000	-\$3,360.00	950.000	\$76,000.00
STORM SEWER, 15" RCP									
0140	24-014	LF	\$155.000	8.000	\$1,240.00	-6.000	-\$930.00	2.000	\$310.00
STORM SEWER, 18" RCP									
0160	24-016	LF	\$10.000	8.000	\$80.00	-6.000	-\$60.00	2.000	\$20.00
REMOVE STORM SEWER, 18" RCP									
0200	24-020	LF	\$100.000	25.000	\$2,500.00	-25.000	-\$2,500.00	0.000	\$0.00
WATERMAIN, TRENCHED 6" PVC									
0210	24-021	LF	\$50.000	1,765.000	\$88,250.00	-23.000	-\$1,150.00	1,742.000	\$87,100.00
WATERMAIN, TRENCHED 8" PVC									
0240	24-024	LF	\$54.000	563.000	\$30,402.00	-41.000	-\$2,214.00	522.000	\$28,188.00
WATER SERVICE PIPE, 1" COPPER									
0300	24-030	EA	\$6,700.000	5.000	\$33,500.00	-1.000	-\$6,700.00	4.000	\$26,800.00
STORM SEWER INTAKE, SW-501									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0440	24-044	SQ	\$77.000	296.000	\$22,792.00	-47.000	-\$3,619.00	249.000	\$19,173.00
SODDING									
0460	24-046	LF	\$2.500	3,370.000	\$8,425.00	-440.000	-\$1,100.00	2,930.000	\$7,325.00
FILTER SOCK, 12", INSTALLATION									
0470	24-047	LF	\$0.500	3,370.000	\$1,685.00	-440.000	-\$220.00	2,930.000	\$1,465.00
FILTER SOCK, 12", MAINTENANCE AND REMOVAL									
0480	24-048	TON	\$42.000	126.000	\$5,292.00	-42.800	-\$1,797.60	83.200	\$3,494.40
STABILIZED CONSTRUCTION ENTRANCE									
0490	24-049	AC	\$1,500.000	1.400	\$2,100.00	-1.160	-\$1,740.00	0.240	\$360.00
EROSION CONTROL HYDROMULCHING, BFM									
14 items			Totals		\$389,836.00		-\$36,017.70		\$353,818.30

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Tony Clemenson	Date
Contractor,	Date

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 6
FOR MAINLINE CONSTRUCTION, INC.
NW 99th COURT RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 6 to the contract with Mainline Construction, Inc. in regard to the NW 99th Court Reconstruction (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 6 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. 6 to the contract with Mainline Construction, Inc. 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; and the Mayor is hereby authorized and directed to execute said Change Order No. 6 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: January 9, 2025

RE: Approve Pay Request #1 - D.W. Zinser - 2814 W Avenue Demolition Project - \$28,025.00

SYNOPSIS:

Staff recommends the approval of Pay Request #1 to D.W. Zinser for work completed on 2814 W Avenue Demolition Project. The demolition work has been completed; however, final bedding & seeding will be completed when weather permits.

Original Contract Amount-	\$29,500.00
Pay Request #1-	\$28,025.00
Contract Balance (retainage) -	\$1,475.00

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

Attachments:

1. Pay Request #1 - 2814 W Avenue Demolition Project



PAY REQUEST

Clive Code Enforcement
1900 NW 114th
Clive, IA 50325-3755
(515) 223-6221 Fax (515) 457-3091

Contractor: D.W. Zinser Company, Inc.
P.O. Box 398
Walford, IA 52351

Project Title	2814 W Avenue Demolition Project	
Clive Project File Number	12/19/2024	
Amount Due This Pay Request	\$28,025.00	
Contractor Agreement Date	October 24, 2024	
Estimated Completion Date	12/19/24	
Pay Period	N/A	
Pay Request Number	1	
Date	December 19, 2024	

BID ITEMS					
Item No.	Address	Unit	Quantity (ft) Completed	Unit Price	Amount
1	Demolition and Removal of 2814 W Avenue	1		\$29,500.00	\$29,500.00

PAY REQUEST SUMMARY			
		Total Earned	\$29,500.00
		Retainage (5%)	\$1,475.00
		Total	\$28,025.00
Total Previously Approved (list each)	Pay Request 1		
	Pay Request 2		
	Pay Request 3		
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Project Cost	
		Amount Due This Request	\$28,025.00

The amount is recommended for approval for payment in accordance with the terms of the Contractors Agreement

Recommended By: Mark Mertens, Code Enforcement Officer City of Clive
Signature: 
Date: 12-19-24



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: January 9, 2025

RE: Approve Pay Request #2 - Confluence, Inc. - University Boulevard
Flood Mitigation: Project Scoping Plan - \$24,089.42

SYNOPSIS:

Staff recommends approval of Pay Request #2 to Confluence, Inc. for work completed on the University Boulevard Flood Mitigation: Project Scoping Plan.

Original Contract Amount-	\$420,430.00
Pay Request #1-	\$2,400.00
Pay Request #2-	\$24,089.42

Contract Balance-	\$393,940.58
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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. Pay Request #2



Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

APPROVED FOR PAYMENT
BY 330 [Signature]
DATE 1/2/2025
ACCT # 349-5750-6407
ITEM pay request # 2 University Blvd Flood
Mitigation: Project Scoping Plan

City of Clive, IA
Doug Olendike
1900 NW 114th Street
Clive, IA 50325-7077

Invoice number 30857
Date 12/23/2024
Project **24278 University Boulevard Flood Mitigation Planning**

Professional Services through December 10, 2024
Send invoice to: dollendike@cityofclive.com

Task 1 - Project Management
Professional Fees

	Hours	Rate	Billed Amount
Resilient Communities Coordinator			
Mimi Wagner	11.00	170.00	1,870.00
Consultant			
			Billed Amount
Barr Engineering Company			4,416.50
Phase subtotal			6,286.50

Task 2 - Project Understanding
Professional Fees

	Hours	Rate	Billed Amount
Associate Principal			
Roger J. Silver	1.50	160.00	240.00
Planner I			
Emily Rizvic	0.50	105.00	52.50
Consultant			
			Billed Amount
Barr Engineering Company			15,686.42
Phase subtotal			15,978.92

Task 3 - Technical Analysis & BCA Update
Consultant

			Billed Amount
Barr Engineering Company			1,824.00
Invoice total			24,089.42

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
30857	12/23/2024	24,089.42	24,089.42				
	Total	24,089.42	24,089.42	0.00	0.00	0.00	0.00



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: January 9, 2025

RE: Approve Pay Request #6 (Retainage Release) - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$21,060.83

SYNOPSIS:

Staff is recommending approval of a Pay Request to The Concrete Company releasing the retainage on the above referenced project.

Pay Estimate #6 (retainage release) - \$21,060.83

A breakdown of the contract status is as follows:

Contract Amount	-	\$1,053,041.50
Paid to Date	-	<u>\$1,053,041.50</u>
Contract Remaining	-	\$ -0-

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

Attachments:

1. Pay Request #6



City of Clive

Payment Invoice

2024 Arterial PCC Pavement Rehabilitation Project

Description	Arterial patching on University Ave. and 128th street.
Payment Number	6
Pay Period	10/13/2024 to 12/14/2024
Approval Date	01/09/2025
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
					Project Total: \$0.00

Summary

Current Approved Work:	\$0.00	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:	\$0.00	Retainage To Date:	\$21,060.83
Current Retainage Released:	\$21,060.83	Retainage Released To Date:	\$21,060.83
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$21,060.83	Payments To Date:	\$1,053,041.50
Previous Payment:	\$69,141.05	Previous Payments To Date:	\$1,031,980.67

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: Jeff May, Public Works Director

DATE: January 9, 2025

RE: Approve Pay Request #8 for the Public Works Building Improvements Project - Design - Shive-Hattery - \$7,400.00

SYNOPSIS:

On October 13, 2022 the City Council approved a Professional Services Agreement with Shive-Hattery for design services for the Public Works Building Improvements Project. The proposed improvements include remodeling of the breakroom/locker rooms and security upgrades at the Public Works facility. More specifically, the improvements include remodeling the break room and locker room area to provide for two gender locker rooms (only one locker room currently) and an additional shower/bathroom on the 2nd level. Other internal improvements include the addition of walls and access control in the main lobby for enhanced security. The Consultant is working on the design and has submitted a request for pay. Staff recommends approval of Pay Request #8, in the amount of \$7,400.00, to Shive-Hattery, for professional services completed on the design for the Public Works Building Improvements Project.

Pay Request Summary

Approved Agreement Amount (10/13/22)	\$ 14,700.00
Addendum #1 (01/12/23)	\$ 3,200.00
Addendum #2 (9/23/24)	\$ 7,400.00
Current Agreement Amount	\$ 25,300.00
Pay Request #1 (3/9/23)	\$ 2,685.00
Pay Request #2 (4/13/23)	\$ 3,401.00
Pay Request #3 (5/4/23)	\$ 1,790.00
Pay Request #4 (6/8/23)	\$ 4,654.00
Pay Request #5 (9/14/23)	\$ 3,759.00
Pay Request #6 (10/12/23)	\$ 1,253.00
Pay Request #7 (11/9/23)	\$ 358.00
Pay Request #8 (1/9/25)	\$ 7,400.00
Total Requested to Date	\$ 25,300.00
Amount paid previously	\$ 17,900.00
Amount due this pay request	\$ 7,400.00
Amount remaining on Agreement	\$ 0.00

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

Attachments:

1. 01-09-25 - Pay Request #8 - PW Remodel Design - Shive-Hattery - \$7,400.00

Shive-Hattery | PO Box 1599 | Cedar Rapids, IA 52406-1599 | 319.362.0313 | shive-hattery.com

December 05, 2024
Invoice No: 2142205700 - 8

Jeff May
City of Clive, IA
1900 NW 114th Street
Clive, IA 50325-7077

Public Works Remodel MEP
Services provided through November 29, 2024:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
MEP Design and Cost Opinion	17,900.00	100.00	17,900.00	17,900.00	0.00
Add'l MEP Services	7,400.00	100.00	7,400.00	0.00	7,400.00
Total Fee	25,300.00		25,300.00	17,900.00	7,400.00
	Total Fee				7,400.00
	AMOUNT DUE THIS INVOICE				\$7,400.00

TLS

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.
ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: January 9, 2025

RE: Approve Pay Request #9 - Alliance Construction Group - NW 114th Street Reconstruction - \$11,328.75

SYNOPSIS:

Staff is recommending approval of a Pay Request to Alliance Construction Group for work performed on the above referenced project.

Pay Estimate #9 - \$11,328.75

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,356,131.28
Paid to Date	- <u>\$780,401.22</u>
Contract Remaining	- \$575,730.06

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

Attachments:

1. Pay Request #9



City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	9
Pay Period	12/01/2024 to 12/28/2024
Approval Date	01/09/2025
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Payment Status	Pending
Awarded Project Amount	\$1,349,523.50
Authorized Amount	\$1,356,131.28

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0460	24-046	SQ	142.000	\$75.000	\$10,650.00
SODDING					
0530	24-053	AC	0.070	\$2,500.000	\$175.00
EROSION CONTROL MULCHING					
0620	24-110	LS	1.000	\$1,100.000	\$1,100.00
Stump Removal: Removal of existing stump					
Section Total:					\$11,925.00
Project Total:					\$11,925.00

Summary

Current Approved Work:	\$11,925.00	Approved Work To Date:	\$815,679.26
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$86,977.08
Current Retainage:	\$596.25	Retainage To Date:	\$40,783.96
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:	\$11,328.75	Payments To Date:	\$780,401.22
Previous Payment:	\$19,605.63	Previous Payments To Date:	\$769,072.47

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Alliance Construction Group	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: January 9, 2025

RE: Approve Pay Request #9 - Mainline Construction Inc. - NW 99th Court Reconstruction - \$58,178.44

SYNOPSIS:

Staff is recommending approval of a Pay Request to Mainline Construction LLC. for work performed on the above referenced project.

Pay Estimate #9 - \$58,178.44

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,688,945.92
Paid to Date	- <u>\$1,619,869.66</u>
Contract Remaining	- \$ 69,076.26

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

Attachments:

1. Pay Request - #9



City of Clive

Payment Invoice

Nw 99th Court Reconstruction

Description	Total road reconstruction
Payment Number	9
Pay Period	12/01/2024 to 12/30/2024
Approval Date	01/09/2025
Prime Contractor	Mainline Construction PO Box 173 Bondurant, IA 50035
Payment Status	Pending
Awarded Project Amount	\$1,521,703.44
Authorized Amount	\$1,688,945.92

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0220	24-022	LB	125.400	\$8.000	\$1,003.20
FITTING, DUCTILE IRON, MJ					
0260	24-026	EA	0.700	\$6,600.000	\$4,620.00
ALTERNATE FIRE HYDRANT ASSEMBLY					
0290	24-029	EA	0.200	\$5,700.000	\$1,140.00
SANITARY MANHOLE, 48" SW-301					
0370	24-037	SY	52.690	\$43.450	\$2,289.38
SIDEWALK, 4" PCC					
0410	24-041	SY	10.200	\$15.000	\$153.00
DRIVEWAY, 6" GRANULAR					
0460	24-046	LF	15.000	\$2.500	\$37.50
Project Total: \$9,840.58					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
FILTER SOCK, 12", INSTALLATION					
0500	24-050	EA	1.100	\$225.000	\$247.50
INLET PROTECTION DEVICE, DROP-IN, INSTALATION					
0630	24-049	LS	1.000	\$350.000	\$350.00
DEMOLITION WORK					
					Section Total: \$9,840.58
					Project Total: \$9,840.58

Summary

Current Approved Work:	\$9,840.58	Approved Work To Date:	\$1,652,928.22
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	-\$48,337.86	Retainage To Date:	\$33,058.56
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:	\$58,178.44	Payments To Date:	\$1,619,869.66
Previous Payment:	\$42,722.31	Previous Payments To Date:	\$1,561,691.22

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Tony Clemenson	Date
Contractor,	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: January 9, 2025

RE: Approve Pay Request #17 - Snyder & Associates - University
Boulevard Pump Station Improvements Project - \$4,146.25

SYNOPSIS:

At the March 24, 2022 City Council Meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of improvements to the City's water pump station on University Boulevard. The pump station controls are outdated and the electric panels are located outside. The Consultant is working on the design and has submitted a request for pay. Staff recommends approval of Pay Request #17, in the amount of \$4,146.25 to Snyder & Associates, for professional services completed on the design for the University Boulevard Pump Station Improvements Project.

AGREEMENT

Original Approved Agreement Amount (3/24/22) \$ 101,800.00

Approved Amendment #1 (11/14/24) \$ 105,100.00

Current Approved Agreement Amount \$ 206,900.00

PAY REQUEST SUMMARY

Pay Request #1 (8/11/22)	\$ 1,870.07
Pay Request #2 (8/11/22)	\$ 4,621.50
Pay Request #3 (9/8/22)	\$ 3,361.88
Pay Request #4 (10/13/22)	\$ 2,231.50
Pay Request #5 (1/12/23)	\$ 4,576.50
Pay Request #6 (6/8/23)	\$ 1,886.50
Pay Request #7 (7/13/23)	\$ 1,297.50
Pay Request #8 (8/10/23)	\$ 1,932.75
Pay Request #9 (10/12/23)	\$ 1,257.26
Pay Request #10 (11/9/23)	\$ 1,092.50
Pay Request #11 (1/11/24)	\$ 1,330.00
Pay Request #12 (9/12/24)	\$ 5,811.05
Pay Request #13 (9/12/24)	\$ 5,160.00
Pay Request #14 (10/10/24)	\$ 2,088.25
Pay Request #15 (11/14/24)	\$ 13,066.84
Pay Request #16 (12/12/24)	\$ 10,988.30
<u>Pay Request #17 (1/9/25)</u>	<u>\$ 4,146.25</u>

Total Requested to Date \$ 66,718.65

Amount paid previously \$ 62,572.40

Amount due this pay request \$ 4,146.25

Amount remaining on Amended Agreement \$ 140,181.35

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

Attachments:

1. Invoice #17
2. Progress Report



INVOICE FOR PROFESSIONAL SERVICES

December 30, 2024

Jeff May
City of Clive
Public Works
2123 NW 111th Street
Clive, IA 50325-3755

Invoice No: 122.0393.01 - 17

Email jmay@cityofclive.com; jcygan@cityofclive.com
jhagelie@cityofclive.com

Project 122.0393.01 University Blvd. Booster Station Facility Upgrade

Professional Services through November 30, 2024

Basic Services

Administration
Hourly Services

	Hours	Rate	Amount	
Principal Engineer	2.25	209.00	470.25	
Administrative II	.25	68.00	17.00	
Total Services	2.50		487.25	487.25
			Task Subtotal	\$487.25

Billings to Date	Total 6,838.58	Prior 6,351.33	Current 487.25
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Survey

Task Subtotal 0.00

Billings to Date	Total 7,968.82	Prior 7,968.82	Current 0.00
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Preliminary Design
Hourly Services

	Hours	Rate	Amount	
Principal Engineer	3.75	209.00	783.75	
Engineer VIII	1.00	174.00	174.00	
Engineer I	3.00	99.00	297.00	
Lead Technician	11.00	133.00	1,463.00	
Technician VII	2.00	109.00	218.00	
Total Services	20.75		2,935.75	2,935.75
			Task Subtotal	\$2,935.75

Billings to Date	Total 28,486.25	Prior 25,550.50	Current 2,935.75
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Final Design

Task Subtotal 0.00

Permitting

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	122.0393.01	Clv-UniversityBlvdBoosterStaFacilUpgrade	Invoice	17
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Task Subtotal	0.00
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Bidding

Task Subtotal	0.00
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Conceptual Design

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	1.00	190.00	190.00
Total Services	1.00		190.00
Task Subtotal			190.00
			\$190.00

Billings to Date	Total	Prior	Current
	20,959.00	20,769.00	190.00

FEMA Grant Assistance

Hourly Services

	Hours	Rate	Amount
Principal Engineer I	2.25	237.00	533.25
Total Services	2.25		533.25
Task Subtotal			533.25
			\$533.25

Billings to Date	Total	Prior	Current
	533.25	0.00	533.25

Billing Limits

	Current	Prior	To-Date
Total Billings	4,146.25	60,639.65	64,785.90
Limit			204,967.00
Remaining			140,181.10
Phase Subtotal			\$4,146.25

Additional Services

City Water Demand Projection Updates

Task Subtotal	0.00
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Billings to Date	Total	Prior	Current
	1,932.75	1,932.75	0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	1,932.75	1,932.75
Limit			1,932.75
Phase Subtotal			0.00

Amount Due this Invoice \$4,146.25

Billings to Date	Total	Prior	Current
	66,718.65	62,572.40	4,146.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Brett Paige

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

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December 30, 2024

Jeff May, P.E.
City of Clive Public Works
2123 NW 111th Street
Clive, IA 50325-3755

RE: UNIVERSITY BLVD. BOOSTER STATION FACILITY UPGRADE
PROGRESS REPORT No. 17

Mr. May,

This is a progress report for the above-referenced project. This report covers work during November 2024, which is reflected on the attached invoices for professional services. Services and tasks performed during this period include the following:

- Project management
- Plan production – 60% drawings
- Preliminary design – civil, structural, geotech, electrical, fiber
- Geotechnical reporting
- Environmental permitting
- FEMA funding coordination

The current schedule for the project is shown below.

- ~~60% plans to City for review: November 22, 2024 December 10, 2024~~
- 90% plans to City for review: January 2025
- FEMA application submittal: January/February 2025
- FEMA review period: January 2025 – July 2025
- Pre-order generator: ~~July~~ Fall 2025
- Final plans: October 2025
- Letting: January 2026
- Complete construction: December 2026

We are currently 34% billed through the invoicing period described above. Should you have any questions on this update, please feel free to call or email me at your convenience. Thank you for the opportunity to provide professional services for the City of Clive.

Respectfully,
SNYDER & ASSOCIATES, INC.



Brett Paige, P.E.
Civil Engineer



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: January 9, 2025

RE: Approve Payment - Citibot - Greenie Virtual Assistant Build and Deployment - \$22,400.00

SYNOPSIS:

At its October 24, 2024, meeting, the Clive City Council directed staff to engage Citibot to build and deploy a new artificial intelligence-powered virtual assistant to help residents and businesses easily access City information. The build is complete, and Clive's virtual assistant, "Greenie," is now accessible through cityofclive.com and text. Staff will execute a robust opt-in campaign through 2025. The attached invoice is for onboarding and year-one subscription fees. Staff recommends approval.

Attachments:

1. Citibot Invoice 12.2024

INVOICE

Citibot Inc
656 Ellis Oak Avenue, Suite 108
Charleston, SC 29412

bratton@citibot.io
+1 (843) 324-6167

Bill to
City of Clive, IA
1900 NW 114th Street
Clive, IA 50325

Invoice details
Invoice no.: 2580
Terms: Net 30
Invoice date: 10/28/2024
Due date: 11/27/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Onboarding Fee	Implementation Fee	1	\$6,500.00	\$6,500.00
2.	Web Chat	Annual Subscription to Web Chat	1	\$6,400.00	\$6,400.00
3.	SMS Chat	Annual Subscription to SMS Chat	1	\$3,000.00	\$3,000.00
4.	Text Alerts	Annual Subscription to Text Alerts	1	\$5,000.00	\$5,000.00
5.	Multi-Language Translation	Annual Subscription to Multi-Language Translation	1	\$1,500.00	\$1,500.00

Ways to pay

BANK

Total

\$22,400.00

Overdue

11/27/2024

View and pay



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: January 9, 2025

RE: Resolution Approving a Professional Services Agreement - Douglas Parkway and Berkshire Parkway Signalization Project - Snyder & Associates - \$43,900.00

SYNOPSIS:

The Professional Services Agreement for the initial Alice's Road Project included the determination of intersection control for the Douglas Parkway and Berkshire Parkway intersection. Based on the condition of the existing pavement and cost associated with removal of the existing pavement and construction of a roundabout, traffic signals are recommended for the intersection. The installation of traffic signals was included in the FY 26 CIP.

Staff has discussed the project with Snyder and Associates and believes the signals can be installed by the start of the 25/26 school year in August. This will minimize the impact of traffic around the school and help with increased traffic using Douglas and Berkshire as a detour during the Alice's Road reconstruction.

In addition to starting design, Snyder has suggested, the City order the poles and mast arms for the Project to avoid project delays caused by product delivery. With the approval of this PSA, staff will work with Snyder to order the poles and mast arms and present approval of the order to Council at the February 6th Council Meeting. With the current delivery time at six months, this would allow completion of the project to take place in August.

Snyder and Associates has proposed a fee of \$43,900 for a Professional Services Agreement to complete the design of the Project

Staff recommends approval of the Professional Services Agreement with Snyder & Associates to complete the design of the Douglas Parkway & Berkshire Parkway Intersection Signalization Project in an amount not to exceed of \$43,900.

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

Attachments:

1. Resolution - 01-09-25 - Douglas Parkway and Berkshire Parkway Signalization Project - PSA - Snyder & Associates - \$43,900.00
2. 01-09-25 - PSA Douglas & Berkshire Signalization - Snyder - \$43,900

RESOLUTION NO. _____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH SNYDER AND ASSOCIATES, INC., FOR THE DOUGLAS PARKWAY AND
BERKSHIRE PARKWAY SIGNALIZATION PROJECT**

WHEREAS, the City of Clive, herein after referred to as the City, is desirous of
signalizing the intersection of Douglas Parkway and Berkshire Parkway in Clive, herein after
referred to as the Project, and

WHEREAS, the City desires to enter to an agreement for professional services to
complete the design of the Project; and

WHEREAS, the City has reviewed the Proposal submitted by Snyder and
Associates, Inc., for professional services to complete the Study and would like to secure
their services.

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

That the Mayor be authorized to execute the Professional Services Agreement with
Snyder and Associates, Inc, of Ankeny, Iowa, to complete the design of he Douglas
Parkway and Berkshire Parkway Signalization Project.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Short Form)

NOW ON THIS 9th day of January, 2025, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Clive, 1900 NW 114th Street, Clive, Iowa 50325

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Douglas Parkway and Berkshire Parkway Traffic Signals
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services

Exhibit

City of Clive (Client)

By: _____
(Authorized agent)

(Printed or typed signature)

Exhibit B Standard Fee Schedule

Exhibit

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

(Printed or typed signature)

Route executed copy to:

EXHIBIT A**DOUGLAS PARKWAY AND BERKSHIRE PARKWAY TRAFFIC SIGNALS**

CLIENT: CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IA, 50325
C/O JEFF MAY

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: DOUGLAS PARKWAY AND BERKSHIRE PARKWAY TRAFFIC SIGNALS

DATE: DECEMBER 30, 2024

I. PROJECT DESCRIPTION:

The project includes signalization of the intersection of Douglas Parkway and Berkshire Parkway. Shuler Elementary is located near the intersection and as such it is desired to complete the design and bidding such that the signals can be installed after the completion of the 24/25 school year and before the start of the 25/26 school year. It is anticipated that installation of the traffic signals will require existing overhead power to be relocated underground. The Professional will perform traffic signal design, utility coordination, review pedestrian ramps for ADA compliance, and assemble construction documents for bidding.

II. SCOPE OF SERVICES:**A. PROJECT MANAGEMENT**

The Professional shall perform the following management services throughout the project:

1. Progress reports as requested to the Client.
2. Monthly invoices.
3. Project coordination and meetings with the Client as needed.
4. Project design review.
5. Attend Council meeting and Public Hearing, as necessary.

B. SURVEY AND BASE DRAWING UPDATE

Topographic and Boundary Survey services were performed for the Alice's Road Reconstruction project. Additional survey for overhead utility conflicts will be performed.

C. PRELIMINARY DESIGN SERVICES

1. The Professional will prepare preliminary design and plan documents for the traffic signal at Douglas Avenue and Berkshire Parkway for review and comment.
2. Design will include communication design to connect the traffic signal into the existing city network. Design will be coordinated with staff to determine the appropriate connection location and method.
3. The Professional will review existing pedestrian ramps for ADA compliance, non-compliant ramps will be re-designed.
4. Engineer's opinion of probable construction costs will be prepared and submitted with plan turn-in.

D. UTILITY COORDINATION

1. The Professional will coordinate with the Client and utility companies to discuss impacts to said utilities as a result of the project. The Professional will coordinate with local utility companies and Client to address any utility conflicts because of the Project. There is an anticipated conflict with overhead power lines along the north side of Douglas Parkway.
2. Following preliminary design development, the Professional will gather and submit general project information to utility companies.

E. FINAL DESIGN SERVICES

After approval of the preliminary plans, the Professional shall prepare construction documents for the Project. The construction documents shall include, but not be limited to, the following information:

1. Final Design Plans and Specifications - The Professional shall complete the final design, plans and specifications for the improvements for the established scope for the Project and shall furnish a copy of these documents to the Client for review and approval prior to final acceptance. The design documents will follow the current Client requirements. SUDAS will be utilized for the project specifications with special provisions developed with any Client specific requirements. Final plans include quantities and tabulations, bid item reference notes, and traffic signal plans. Traffic control notes will be included to indicate the need to complete the project prior to the start of the 2025-26 school year. The plans will be organized in a set appropriate for a public bid opening through the Client.
2. Special Provisions and Design Specifications. Any special provisions or design specifications required will be included.
3. A communication design will be included with the plans. Either fiber optic or wireless communication is anticipated depending on the routing and distance of access location to the existing network.
4. Due to the timing of the project, the Professional shall prepare necessary documents to obtain quotes for materials with extended lead times to aid in completion of the project prior to the start of the school year. Materials estimated to be release for quotes for the Client to pre-order include signal poles, traffic signal controller, and traffic signal cabinet.
5. Opinion of Probable Construction Costs - The Professional shall prepare an opinion of the total probable construction costs based upon the design developed. Statements of probable construction costs prepared by the Professional represent the best judgment as a design Professional familiar with the construction industry. It is recognized, however, that the Professional has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over

competitive bidding or market conditions. Accordingly, the Professional does not guarantee that any actual cost will not vary from any cost estimate prepared by the Professional.

F. BIDDING PHASE

Upon receipt of Client authorization under the Final Design Phase as described herein, the Professional shall perform the following services:

1. Construction Contract Documents - The Project will be let by the Client and the Professional shall supply the necessary documents for this process.
2. Advertising - The Professional shall answer questions from potential contractors, subcontractor and suppliers, and coordinate with Client staff during this phase of services.
3. Bidding - The Professional shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder.
4. The services under this Agreement shall include those required for the construction of the proposed improvements for the Project.

G. CONSTRUCTION PHASE SERVICES

The Professional will perform limited construction services during the construction of the Project.

1. DESIGN ASSISTANCE DURING CONSTRUCTION

Upon award of the initial construction contract, the Professional shall perform the following administrative services during construction of the Project:

- a. Preconstruction Conference - The Professional shall arrange and conduct a preconstruction conference with the Contractor and Client, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- b. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract when requested to do so by the Client.

2. CONSTRUCTION STAKING

The Professional shall be responsible for providing one set of construction stakes for the Project. Staking is limited to poles, cabinet, handholes, and sidewalk ramps as necessary.

3. CONSTRUCTION OBSERVATION

The Client will provide on-site construction observation services necessary for the project. The Professional shall coordinate with the Contractor on startup of the traffic signals, develop a punch list for the traffic signals, and provide initial signal timings.

III. CLIENT RESPONSIBILITIES

The CLIENT understands and agrees that it will be responsible for and in a timely manner:

1. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project. The Client will pay any submittal fees;
2. The Client will provide construction administration and observation services for the project. The Professional will provide limited construction services as noted in Part B, Limited Construction Observation Services.

IV. COMPENSATION AND TERMS OF PAYMENT

In consideration of the professional services herein, the Client agrees to pay the Professional the following maximum fixed fee on hourly rates and including any authorized reimbursable expenses, pursuant to the Schedule of Fees in Exhibit B.

Basic Services		
A. Project Management	\$4,100	
B. Survey and Base Drawing Update	\$1,000	
C. Preliminary Design Services	\$18,400	
D. Utility Coordination	\$1,600	
E. Final Design Services	\$9,100	
E. Bidding Services	\$3,400	
E. Construction Phase Services	\$6,300	
TOTAL	\$43,900	(Hourly Not To Exceed)

Anytime the PROFESSIONAL anticipates that actual costs will exceed estimated costs, they shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefor. The CLIENT shall thereupon review such proposed increase and either accept or reject it.

V. PROJECT SCHEDULE

The project, from design through construction completion, shall be performed by the Professional in accordance with a schedule mutually developed by the Client and the Professional. It is anticipated that the project schedule will be as follows:

Consultant Selection to Council	January 9, 2025
Request Quotes from Suppliers	January 22, 2025
Preliminary Plan Submittal	January 24, 2025
Receive Quotes from Suppliers	February 5, 2025
Final Plan Submittal	February 26, 2025
Release Bid Documents	March 5, 2025
Project Letting	March 26, 2025
Construction Completion	August 15, 2025

VI. ADDITIONAL SERVICES

The Client may request Additional Services from the Professional not included in the Scope of Services as outlined. Additional Services may include, but not be limited to, expanding the scope of the Project and work to be completed; subsurface utility engineering (SUE); or requesting additional work items that increases the Professional's Services and corresponding costs.

Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

Additional services shall include, but not limited to the following:

1. Changes in Scope of Services
2. Meetings above listed in scope of services.
3. Submittal fees to any regulatory agencies.
4. Easement and/or legal documents.
5. Client requested major revisions.
6. Variance petitions.
7. Traffic study.
8. Front end bidding documents.
9. Wetland delineation or environmental analysis.
10. Earthwork volume and/or site earthwork balance.
11. Structural design and/or calculations for site improvements including retaining walls, signs, etc.
12. Geotechnical services and soil borings.

EXHIBIT B

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

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: January 9, 2025

RE: Resolution Approving an Amendment to the Professional Services Agreement with Snyder & Associates, Inc. - US 6 (Hickman Road) & NW 161st Street/Legacy Pointe Boulevard Intersection Improvements Project - Phase 2 - \$21,000.00

SYNOPSIS:

Staff is recommending approval of the attached Supplemental Agreement for Additional Services in the amount of \$21,000.00 with Snyder & Associates for additional storm water design services associated with the widening of Legacy Pointe Boulevard adjacent to the new Kwik Star site at 15980 Hickman Road. The original scope of services did not require the Consultant to meet the City's stormwater ordinance in the design of the proposed improvements.

During the early design stages of the project, the City modified the targets for stormwater management which required additional analyses and multiple iterations of stormwater design prior to the completion of final plans. This amendment brings the final contract amount for design services to \$84,500. Please note, one mitigating factor related to the overall design fee is that approximately \$7,500 of that total amount will not be billed. This results from City staff completing the majority of the anticipated "during construction" services included in the original scope.

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

Attachments:

1. 1stAmdSnyder_161st_Legacy Pointe
2. AGMT_2024-12-13_NW161StIntersection_SuppAgmt03

RESOLUTION NO. _____

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY OF CLIVE, IOWA
AND SNYDER & ASSOCIATES, INC.

WHEREAS, SNYDER & ASSOCIATES, INC, an Iowa corporation (“Consultant”) and the CITY OF CLIVE, IOWA, a municipal corporation (“Clive”) entered into an Agreement dated May 25, 2023 ("Agreement") relating to the design of the US 6 (Hickman Road) & NW 161st Street/Legacy Pointe Boulevard Intersection Improvements – Phase 2 Project.

WHEREAS, Consultant and Clive now desire to amend the Agreement to provide additional storm water design services.

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

That the amendment to the Agreement with Snyder & Associates, Inc. entitled, “Supplemental Agreement for Additional Services #3” herewith attached, regarding the Project be and is hereby approved and accepted by this City Council, and the Mayor is hereby authorized and directed to execute said amendment to the Agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST: _____
Matthew D. Graham, City Clerk

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 3

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: Todd Knox, P.E., PTOE
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Clive, 2123 NW 111 th St, Clive, IA 50325	
Project Name: U.S. Highway 6 & NW 161 st Street / SE Legacy Pointe Blvd. Intersection Improvements	
S&A Project Number: 122.0596.01	Original Agreement Date: March 10, 2022

DESCRIPTION OF ADDITIONAL SERVICES:

Additional design services related to storm sewer design and coordination with adjacent site development.

Refer to Exhibit A3 attached.

- ☐ Lump Sum in the amount of: \$
- ☒ Hourly plus expenses per original agreement or attached fee schedule, not to exceed budget: \$21,000
- ☐ Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Clive (Client)

(Type or Print Name above line)

By: _____
(Authorized Agent)

(Printed or typed signature)

Date: _____

SNYDER & ASSOCIATES, INC. (Professional)
Digitally signed by Mark A. Land, P.E., CFM
Date: 2024.12.20 11:45:00 -06'00'

By:  _____
(Authorized Agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Date: 12/20/2024

Route executed to: Todd Knox

EXHIBIT A3 - SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 03

U.S. HIGHWAY 6 & NW 161ST STREET / SE LEGACY POINTE BLVD. INTERSECTION IMPROVEMENTS – PHASE 2 STORMWATER CLIVE & WAUKEE, IOWA

CLIENT: CITY OF CLIVE
2123 NW 111th STREET
CLIVE, IA 50325

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD.
ANKENY, IA 50023

PROJECT: U.S. HIGHWAY 6 & NW 161ST STREET / SE LEGACY POINTE
BLVD. INTERSECTION IMPROVEMENTS – PHASE 2

DATE: DECEMBER 13, 2024

GENERAL:

Planned development in the southeast quadrant of the intersection provides an opportunity to complete the boulevard roadway section on SE Legacy Pointe Boulevard between SE Golden Harvest Drive and U.S. Highway 6 (Hickman Road). The project will be coordinated with a previously designed project that will install traffic signals at the intersection.

Professional services include additional stormwater management analysis and design, required by CLIENT, for SE Legacy Pointe Boulevard.

SCOPE OF SERVICES:

A. DESIGN SERVICES

Preliminary design of the SE Legacy Pointe Boulevard improvements has been previously completed with final design underway. The scope of this work will include analysis and design for post construction stormwater management as required by the CLIENT for a reconstruction project. Design information to be included in the final design underway.

1. Stormwater analysis: During the initial analysis, CLIENT modified targets for stormwater management. This resulted in multiple additional meetings and analyses to achieve modified targets.

2. Stormwater Management Design: Incorporate modified stormwater management design information into roadway design. Multiple iterations of stormwater management design were completed to maintain targeted schedule.
3. Development Coordination: As the result of the modified stormwater management design, additional coordination was necessary with the developer in the southeast quadrant to see about combining the development stormwater management and the project's stormwater management worked together and to make sure the developer's site driveway complemented the street widening design.

PROJECT FEE AND SCHEDULE:

The PROFESSIONAL will complete the above services for an hourly rate plus direct expenses basis. Hourly rate services will be based on the attached standard fee schedule.

Design Services	\$21,000	
TOTAL	\$21,000	Maximum Budget

Work was completed based on the scheduled coordinated between the CLIENT and the PROFESSIONAL. The project was let on March 7, 2024 with substantial completion of construction by fall of 2024.

ADDITIONAL SERVICES:

Changes in Scope of Services may include, but are not limited to, expanding the scope or limits of the project and work to be completed, requesting the development of various documents outside of those noted in this agreement, or requesting additional work items that increases the Engineering Services and corresponding costs. Upon initiation of Additional Services, the PROFESSIONAL will submit the estimated cost. Such costs will be based on the current hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule (as shown in Exhibit "B1").

If at any time during the work the PROFESSIONAL determines that its actual costs will exceed the estimated actual costs, the PROFESSIONAL will promptly notify the CLIENT, in writing, and describe what costs are causing the overrun and the reason. The PROFESSIONAL shall not exceed the estimated actual costs without the prior written approval of the CLIENT. If the PROFESSIONAL exceeds the estimated actual costs for any reason before the CLIENT is notified in writing, the CLIENT will have the right, at its discretion, to deny the request for additional services. The fee amounts will not be changed unless there is a substantial change in the PROJECT time, character, or complexity of the services covered by the Agreement.

For the PROFESSIONAL to receive approval to use Additional Services, the PROFESSIONAL will prepare an amendment for CLIENT approval in the amount agreed upon for the work. The amendment will describe the work and the amount of time needed to complete this work.

Work that is typically included as Additional Services includes, but is not limited to:

1. "Quality Level B" or greater survey accuracy and subsurface utility engineering (SUE)
2. CLIENT requested significant PROJECT revisions
3. Other public utility infrastructure design and associated permitting
4. Construction observation, administration, or testing beyond scope provided herein
5. Right of way design, platting, or negotiation services
6. Structural design
7. Geotechnical engineering
8. Preparation of "front ends" specifications
9. Special onsite trips for property CLIENT meetings
10. Additional meetings beyond the scope provided herein
11. Traffic related design or studies beyond the scope provided herein
12. Landscape architecture and aesthetic design elements included but not limited to; pavers, stamped/colored concrete, trees or other landscaping features, street lighting, etc.
13. Environmental investigations and reporting such as; hazardous material, cultural resources, sensitive habitat, endangered species, wetland and stream mitigation, and noise studies.

RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

- A. Provide relevant record drawings and site plans.
- B. Provide City utility information.
- C. Council proceedings/action items.
- D. Preparation of "front end" documents for construction plans/letting.
- E. Construction Administration and Resident construction observation.
- F. Coordination with impacted property/business owners.

EXHIBIT B1



2023 STANDARD FEE SCHEDULE

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

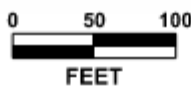
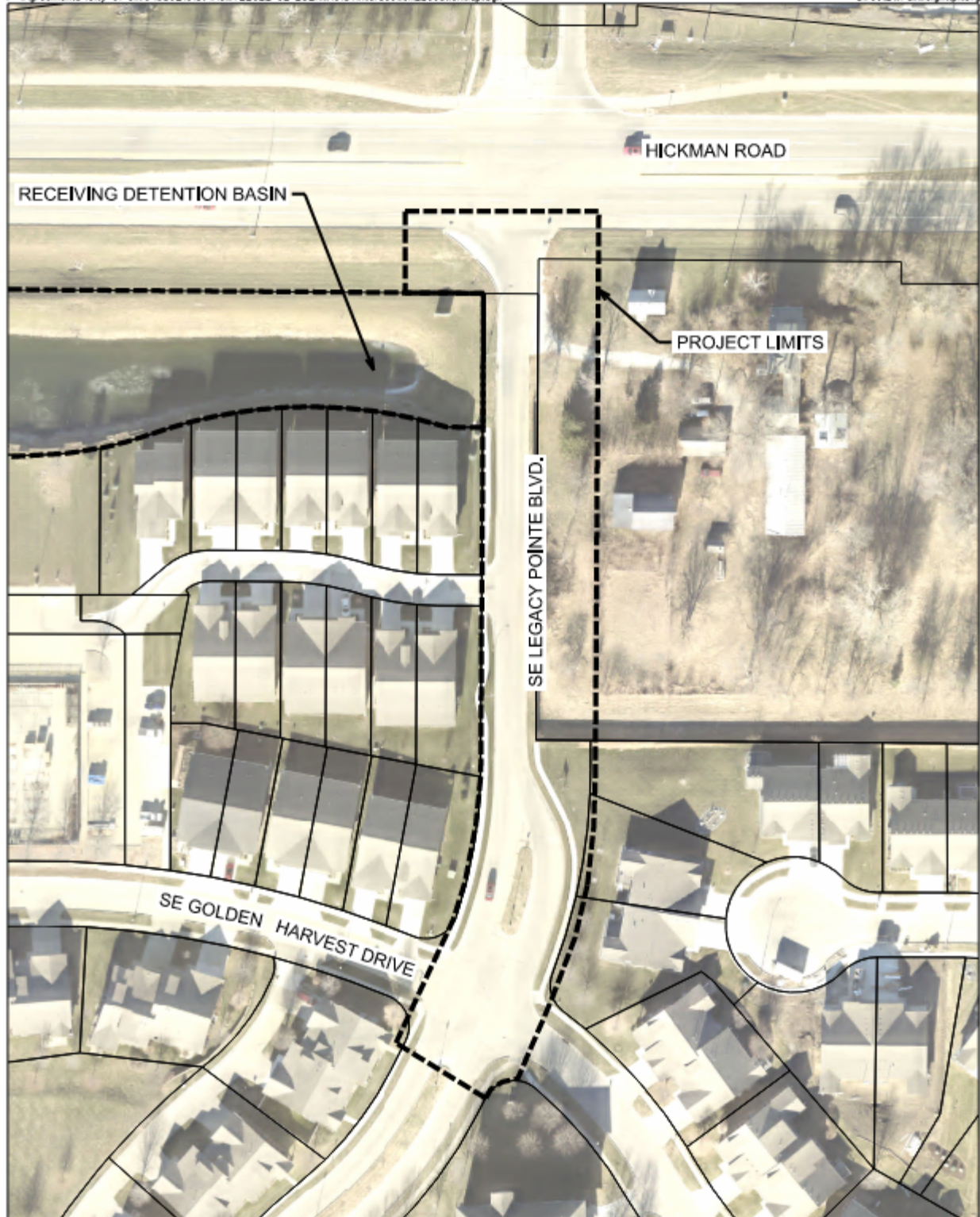


Exhibit C2 - Project Location

NW 161st / SE Legacy Intersection | Clive, IA | 10/18/2023



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: January 9, 2025

RE: Resolution Awarding Construction Contract - MidAmerican Glazing - Aluminum & Glazing Package - City Hall & Library Renovation Project Phase 1 - \$29,100.00

SYNOPSIS:

In December the City Council awarded construction contracts for all but one of the prime construction bid packages for the City Hall & Library Phase 1 Renovation Project. Following research and discussions with the lowest bidder for bid package #2 (Aluminum Frames and Glazing) the City's construction manager DCI Group was able to confirm and verify that MidAmerican Glazing intends to be fully committed to their bid of \$29,100 for the work of this bid package. This particularly bid package had two bidders, with the other bid coming from Elite Glass at \$43,795. DCI and City staff are comfortable with moving forward with award of bid package #2 to MidAmerican Glazing and would recommend your approval of the attached resolution and prime contract included in the packet.

Attachments:

1. Res Award MidAm Glazing Contract for CH-Lib Phase 1 Project 1-9-25
2. Clive City Hall - MidAm Glazing BP #2

RESOLUTION NO. _____

RESOLUTION AWARING PRIME CONTRACT FOR ALUMINUM FRAMES AND
GLAZING TO MID-AMERICAN GLAZING FOR CLIVE CITY HALL AND LIBRARY
RENOVATION PHASE 1 PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Clive City Hall & Library Renovation Phase 1 Project (the "Project"), including separate work packages for various aspects of the Project have previously been 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 lowest response bid from Mid-American Glazing in the amount of \$29,100 for the Aluminum Framing Glazing package of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted.

That the City Manager is hereby authorized and directed to obtain the necessary executed contract, bond and certificate of insurance for the Project as described in the plans and specifications therefore, and that upon 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 9th day of January, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 26th day of December in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

and the Contractor:
(Name, legal status, address, and other information)

MidAmerican Glazing Systems
2931 104th St., Ste F, Urbandale 50322

for the following Project:
(Name, location, and detailed description)

Clive City Hall & Library Renovation

The Construction Manager:
(Name, legal status, address, and other information)

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

The Architect:
(Name, legal status, address, and other information)

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1445947471)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS (Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. 2

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(Paragraphs deleted)

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **January 16th, 2025**

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 07-30-2025.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved within (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are

Init.

to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: 7-30-2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Twenty-nine thousand one hundred (\$ 29,100), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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User Notes:

(1445947471)

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

Init.

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User Notes:

(1445947471)

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

(Paragraphs deleted)

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

.

☒ [X] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Not Used
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
Clive City Hall & Library Renovation 11/7/24

Number	Title	Date
--------	-------	------

- .6 Specifications
Clive City Hall & Library Project Manual 11/8/24

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	11-15-24	59
Addendum #2	11-27-24	200

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

Dan Madden, Owner
(Printed name and title)

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Additions and Deletions Report for

AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:31:22 CT on 12/27/2024.

PAGE 1

AGREEMENT made as of the 26th day of December in the year 2024

...

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

...

MidAmerican Glazing Systems
2931 104th St., Ste F, Urbandale 50322

...

Clive City Hall & Library Renovation

...

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

...

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 2

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~ be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than January 16th, 2025

...

§ 3.3 Substantial Completion of the Project or Portions Thereof **Substantial Completion and Final Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

07-30-2025.

...

Final Completion of the entire Work shall be achieved within (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, ~~Documents and if different from the Substantial Completion date outlined in Section 3.3.1,~~ if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

PAGE 3

☒ By the following date: 7-30-2025

...

Portion of Work	Date to be substantially complete
------------------------	--

...

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section ~~4.5.4.3.~~

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~one of the following:~~

(Check the appropriate box.)

☐ ~~_____~~ a Stipulated Sum, in accordance with Section 4.2 below

☐ ~~_____~~ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ ~~_____~~ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)below.

...

§ 4.2.1 The Contract Sum shall be Twenty-nine thousand one hundred (\$ 29,100), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (____%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The Contract Sum is guaranteed by the Contractor not to exceed —(\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

~~§ 4.4.7.2 Alternates~~

~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

~~§ 4.4.7.2.2~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.4.7.3~~ Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

~~§ 4.4.7.4~~ Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 4.4.9~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

~~§ 4.5~~ Liquidated damages, if any:

~~(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)~~

~~§ 4.6~~ Other:

~~(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)~~

...

~~§ 5.1.2~~ The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

~~§ 5.1.3~~ Provided that an Application for Payment is received by the Construction Manager ~~not later than the day of a month, the Owner shall make payment of the amount certified by the 25th of the month, the Owner shall pay the certified amount~~ to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than (—) the Owner shall pay the certified amount not later than forty-five (45) days~~ after the Construction Manager receives the Application for Payment.

...

~~§ 5.1.4.1~~ Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

PAGE 5

.5 Retainage withheld pursuant to Section ~~5.1.7.5.1.5.~~

~~§ 5.1.4.6~~ Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

~~§ 5.1.5.1~~ With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or

exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- ~~4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~

~~§ 5.2.1.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 — the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~.3 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%— a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

otherwise mutually agreed upon by the parties.

...

For any Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

...

~~[]~~ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

☒ Litigation in a court of competent jurisdiction.

~~[]~~ ~~Other: (Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

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~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1 Termination

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

§ 7.2.1.2 Termination by the Owner for Cause

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~

- .2—Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3—Subtract the aggregate of previous payments made by the Owner; and
- .4—Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Intentionally left blank.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

~~§ 8.8 Other provisions:~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

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.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds Exhibit Not Used

...

~~.4 Building Information Modeling Exhibit, if completed: Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.~~

...

Clive City Hall & Library Renovation 11/7/24

...

Clive City Hall & Library Project Manual 11/8/24

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<u>Addendum #1</u>	<u>11-15-24</u>	<u>59</u>
<u>Addendum #2</u>	<u>11-27-24</u>	<u>200</u>

...

N/A

...

Document	Title	Date	Pages
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...

OWNER	CONTRACTOR
-------	------------

...

OWNER-CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

Dan Madden, Owner

...

01858234-1\99520-374

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:31:22 CT on 12/27/2024 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: January 9, 2025

RE: Resolution Approving Nuisance Abatement - 1524/1526 NW 86th Street - Junk Removal

SYNOPSIS:

Whereas the necessary action has been taken to abate a public nuisance caused by an accumulation of junk at the property referenced in Exhibit A. And whereas the City incurred costs for the removal and disposal of said junk, now therefore staff recommends approval of this resolution to levy assessment for the costs of the public nuisance abatement.

Attachments:

1. Assess Junk Resolution - \$1-\$499
2. assessment schedule-Refuse-Polk

RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF NUISANCE ABATEMENT
AND PROVIDING FOR PAYMENT THEREOF

WHEREAS, pursuant to its powers and duties as set out in Chapter 364 of the Code of Iowa, the City of Clive, after the property owner's(s') failure upon being given notice and opportunity to cure, has performed required action to abate the public nuisance under Section 5-6-2(1K) of the Clive Code of Ordinances (Junk: Any junk stored outside on public or private property) and now seeks, as provided in Section 364.12 of the Code of Iowa, to assess the costs of such action against the property(s) set out on the attached schedule for collection in the same manner as a property tax.

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

1. That the attached schedule is hereby approved and adopted with the amounts shown thereon assessed and levied against such property for collection in the same manner as a property tax.
2. That said assessment shall be payable in one installment due on July 1, 20__ without interest. Said assessment shall be payable at the office of the Clive City Clerk, in full or in part and without interest within thirty (30) days after the first publication of the Notice to Property Owner of Filing of the Schedule of Assessments.
3. That the City Clerk be and is hereby directed to certify said schedule to the County Treasurer, and to publish notice of said certification once each week for two consecutive weeks in a newspaper printed wholly in the English language, published in Clive, Iowa, and of general circulation in Clive, Iowa, the first publication of said notice to be made within fifteen (15) days from the approval of this resolution by the Clive City Council, and the City Clerk shall send by regular mail to the property owner whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Section 384.60 of the Code of Iowa.

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John D. Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

**City of Clive
Assessment Schedule
Polk County**

[illegible]



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: January 9, 2025

RE: Resolution Approving a Surface Transportation Block Grant Application for the Alice's Road Reconstruction - Phase 4 - \$2,500,000

SYNOPSIS:

As the City of Clive (Clive) prepares for Alice's Road Reconstruction – Phase 4, the section of Alice's Road from north of Berkshire Parkway to south of Meredith, staff is proposing the submittal of an STBG to assist with the funding of the work.

Previously, Clive and the City of Waukee (Waukee) submitted STBG Grant applications for Phases 1 and 2 and Clive submitted for Phase 3. Phase 1 of the project includes reconstruction of Alice's Road from the south corporate limit to the south side of Douglas Parkway. Phase 2 includes the reconstruction of the intersection with Douglas Parkway and the completion of Douglas Parkway, including improvements to the intersection of Douglas Parkway and Berkshire Parkway. In 2021 in anticipation of work in Phase 1 & 2, Clive and Waukee submitted a \$2,000,000 Surface Transportation Block Grant (STBG) application to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the project. The project was not awarded funding for the FFY 25 funding cycle. In 2022, Clive and Waukee submitted an STBG application for \$2,500,000 and received \$750,000 for the FFY 2026 funding cycle. In 2023 Clive and Waukee submitted a \$2,500,000 STBG application for the FFY 2027 funding cycle and received \$600,000. The total of \$1,350,000 will be applied to Alice's Road Reconstruction - Phase 2. Last year Clive submitted a \$1,000,000 STBG application for the FFY 2028 funding cycle and received \$500,000 for Phase 3.

The cost estimate for Phase 4 is approximately \$7.012 million and the cost of this project will be 100% Clive's responsibility. The estimate includes the reconstruction and widening of Alice's Road, from north of Berkshire to south of Meredith and acquisition of right-of-way. The Project is projected to start in 2029. Staff proposes submitting a request of \$2.5 million for Phase 4 of the project.

Staff recommends approval of the STBG application.

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

Attachments:

1. Resolution - 01-09-25 - Alice's Road Phase 4 STGB Application

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF CLIVE, IOWA, TO MAKE AN APPLICATION TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FOR THE PARTIAL FUNDING OF PHASE 4 OF THE NORTHEAST ALICE'S ROAD PROJECT FROM BERKSHIRE PARKWAY TO MEREDITH DRIVE AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY TO MATCHING FUNDS FOR THE CONSTRUCTION OF SAID PROJECT

WHEREAS, the Surface Transportation Block Grant (STBG) program provides flexible funding that may be used by states and local jurisdictions for transportation projects; and

WHEREAS, said program allows for funding of the project to preserve and improve the conditions and performance on any federal-aid highway, bridge, public road, bicycle infrastructure, and transit capital projects; and

WHEREAS, the City of Clive has determined that by providing improvements to this corridor there will be less traffic congestion thereby improving traffic safety and performance conditions on a federal-aid highway:

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

1. The City Council supports and approves the application for Surface Transportation Block grant funding.
2. The City Council hereby commits to the City matching monies as required by Surface Transportation Block program.
3. The City Council hereby commits to accepting and maintaining these improvements for 20 years following completion.
4. The Mayor hereby authorizes staff to submit the application on behalf of the City.

PASSED AND APPROVED this 9th day of January 2025.

CITY OF CLIVE, IOWA

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: January 9, 2025

RE: Resolution Approving Grant Agreement - Bravo Public Art Grant - Harbach Center Bay Doors Mural - \$13,500

SYNOPSIS:

The City Council authorized the submission of a grant application to the Bravo Public Art Program in the amount of \$10,000 for a mural to be painted on the Harbach Center's bay doors facing Linnan Park.

The City was awarded a \$13,500 grant from this program, with the extra \$3,500 being recommended by Bravo for public engagement purposes.

A signature for accepting the grant must be completed online but a copy has been attached here for reference.

Staff recommends approval of the grant agreement.

Attachments:

1. Resolution - Bravo Public Art Grant - Harbach Center Bay Doors Mural
2. Bravo Public Art Agreement Harbach Bay Doors Mural

RESOLUTION NO. _____

**RESOLUTION APPROVING THE SIGNING OF A BRAVO PUBLIC ART GRANT
AGREEMENT RELATING TO THE CREATION OF A MURAL ON THE HARBACH
CENTER BAY DOORS**

WHEREAS, the City Council of the City of Clive (the “City”) desires to submit a signed agreement relating to funding for a mural to be created at the Harbach Center; and

WHEREAS, the Bravo Public Art Grant agreement must be signed on behalf of the City;

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

That the City approves the signing of an agreement for the Bravo Public Art Grant in regard to funding for a mural on the Harbach Center bay doors; the Mayor or his designee is hereby authorized and directed to sign said agreement on behalf of the City to evidence such approval; and the City staff are authorized to submit the agreement to Bravo

PASSED AND APPROVED THIS 9th day of January 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham

Application: City of Clive

Tiffany Belieu - tbelieu@cityofclive.com
Public Art Grant

Summary

ID: GC25-0000000035
Last submitted: Sep 27 2024 12:18 PM (CDT)

Public Art Grants Information Form

Completed - Sep 12 2024

Public Art Grants Information Form

Please complete the form and the applicant will have the opportunity to review and make any updates to this information in future grant cycles.

General Information

Applicant City	City of Clive
Mailing Address	1900 NW 114th Street
Zip Code	50325

Project Contact Information

Name	Tiffany Belieu
Title	Administrative Assistant
Email	tbelieu@cityofclive.com
Phone Number	515-223-5246

Federal EIN

42-6035153

GC25 Public Art Grant Application

Completed - Sep 27 2024

GC25 Public Art Grant Application

Instructions: Please answer questions with clear and compelling details so that someone without knowledge of the community can understand how this project will impact the city and/or region.

Responses will be scored using the following scale:

Weak	Fair	Good	Strong	Exceptional
Applicant has provided <u>insufficient</u> evidence to demonstrate criteria are met	Applicant has provided <u>limited</u> evidence to demonstrate criteria are met	Applicant has provided <u>sufficient</u> evidence to demonstrate criteria are met	Applicant has provided <u>clear</u> evidence to demonstrate criteria are met	Applicant has provided <u>substantial</u> evidence to demonstrate criteria are met

GENERAL INFORMATION

Applicant City

City of Clive

My city is applying for:

Public Art Project

Project Title

Harbach Community Center Murals

Applicants may request up to 50% of eligible project expenses or up to 75% of eligible comprehensive public art plan expenses. Prior to submitting a grant request amount, please review both eligible and ineligible expenses listed in the [Public Art Grant Guidelines](#).

Grant Request	10,000
Total Project Cost	20,000
Funds Secured To-Date (do not include in-kind)	10,000

PUBLIC ART PROJECT

Briefly describe the proposed project.

150 words

The City of Clive is proposing a mural project at our community center on the eastern side of the city. The space was converted from a public safety center and still retains the look of an typical municipal building. We are looking to brighten this community space and make it more inviting to those who live in the neighborhood.

The proposal is to paint three of the large bay doors formerly used for emergency vehicles. The doors are large at 224 square feet and currently appear utilitarian. Behind the doors we host free community programs, indoor activity space for after school, a winter playground, a library and more. Having a piece of art that is public facing would both beautify the building and give an outward indicator of the playfulness and fun that the community center provides.

Identify the location for the public art project. Explain why the location was selected and how city departments were involved in the location selection (i.e. engineering, site preparation, etc.). If the location is unknown, please describe how a location will be chosen and who will be a part of the selection process.

300 words

The Leisure Services Department of the City of Clive, which is the umbrella under which Parks and Recreation and Library services are provided, was tasked with identifying a place where a new piece of public art would be most impactful. The Harbach Center was identified as a place where art could be appreciated and bring a much-needed brightness to the space.

The building sits adjacent to Linnan, a popular neighborhood park. The park will be getting a makeover, with a completion date in 2026. By working alongside this construction we hope that it will become clearer that the park and the building operate as a unit in the community. The building is being constantly improved over time and as our ability to offer new and exciting activities for the neighborhood grows we are hoping to attract more visitors. By adding something bright outside the building, facing the park where upgrades are being completed, would make the building more easily identifiable as a place for leisure activities, more intriguing and more beautiful. The space is already owned by the City and the outward facing doors are suited for a mural.

Does the city have a comprehensive public art plan?

Yes

Please upload a pdf of the public art plan.

PDF only

[MASTER PLAN 2018-Resized.pdf](#)

Filename: MASTER PLAN 2018-Resized.pdf **Size:** 5.4 MB

How is this project aligned with the city's comprehensive public art plan?

200 words

The City of Clive Public Art Master Plan recommends commissioning/acquiring one major work of public art, with three to five of them in place by 2025. This project would bring us to a total of four.

The plan outlines area of concentration including art that "activates places in Clive within the Public Art Project zones." This project hits 3 out of 9 of these zones: "the NW 86th street corridor," "neighborhoods," and "recreations sites." Inside these zones the project seeks to align with the vision of the public art program in fostering pride and ownership through art, igniting the feeling of belonging to a distinct community.

As the building itself is utilized for youth programs and library services, a design to foster curiosity can lend itself to the goal of having a complementary educational component to the City's public art. We seek to hold a program for the artist to explain their process, the piece, and answer questions from the public as well as programming run by staff and self-lead education and creation opportunities.

How will the project generate more artistic expression and contribute to the uniqueness of the community?

300 words

The Harbach Center is on the far south side of City of Clive's Linnan Park. It is a popular park for both children and adults.

To link the artistic and educational opportunities available inside the facility, a mural is an easy way to draw visitors from the park to the community center.

Linnan Park is getting upgraded in 2025 and we think the timeline for adding art to the building will not only help the park but also provide a signal for those who may be looking to visit park-like space while the construction is underway.

With signage on the art that will be visible at all times, curious visitors may be prompted to enter the building. We plan to implement signage that has not only artistic information but information on how visitors can learn more about the process of the mural and how they can begin the process of a life that includes art.

As part of our programming at the community center arts, crafts and other creative activities drive education and entertainment. Alongside this, our libraries (including the one inside the Harbach Center) house an extensive collection of artistic implements that are able to be checked out by anyone with a library card.

We would plan to interweave these educational opportunities and items for usage by those who may not have access to them otherwise by instigating a program alongside the mural, from meet the artists to emulative art, and education programs.

Describe expected maintenance of the new public art piece and who is responsible for maintenance and oversight. Please include if the artist will provide maintenance details and how maintenance will be funded for sustainability.

300 words

The City of Clive has all artists whose work has been purchased for the permanent collection to provide a care and maintenance guide for the piece.

Clive's permanent art collection is maintained by staff, and when necessary, outside contractors. These repairs are made in accordance with the care and maintenance plan provided by artists and when possible or required the artist returns to address concerns.

All art in both the permanent and temporary collection are insured in case of damage. Repairs and maintenance made outside of these parameters are funded by the Public Art budget, made up of City funds.

UPLOADS

Images (if available)

Up to three (3) images for the project. These can be artist's renderings, sketches, photos of the site or equipment or stock photos of the materials to be used. Make the images compelling and part of the case for funding. Although specific artist renderings of the final installation are not required, applications that create a clear and compelling picture of the planned public art generally perform better.

[Harbach Bay Doors.JPG](#)

Filename: Harbach Bay Doors.JPG **Size:** 8.1 MB

[Harbach Bay Door Closeup.ORF](#)

Filename: Harbach Bay Door Closeup.ORF **Size:** 18.8 MB

Timeline

One-page detailed timeline of major milestones for the project. Use specific dates when possible and include milestones already reached. Opportunities for community input and engagement should be included. To ensure project dates align with the GC25 Public Art Grant, please review the timeline in the [Public Art Grant Guidelines](#).

[Harbach Center Mural Timeline.pdf](#)

Filename: Harbach Center Mural Timeline.pdf **Size:** 83.8 kB

Project Budget

A one-page budget that details the costs to fully complete the project. Clearly identify any expenses already incurred. Public art expenses must be clearly separated from other, non-public art-related expenses and fees paid to artists should be clearly called out. Include the date on which the budget was last updated. *PDF only*.

[Harbach Center Mural Budget.pdf](#)

Filename: Harbach Center Mural Budget.pdf **Size:** 18.6 kB

Fundraising

List of all confirmed, pending and potential/prospect sources (cash, pledges and in-kind) of funding to complete the project. Include the donor/source name, amount of funding and date of donation/funding decision. Label donations that are in-kind. *PDF only*.

[Harbach Center Mural Fundraising.pdf](#)

Filename: Harbach Center Mural Fundraising.pdf **Size:** 19.0 kB

Describe how the project budget was determined. Identify any artist and/or consultant who contributed to the project estimates and include the date when the budget was last updated.

300 words

The budget for this project was determined based on a calculation that takes into account the average cost of creating a mural and the dimensions of the mural space. By using the average price for murals (\$25 - \$27 per square inch) and applying it to the specific size of the designated area (224 square feet), estimate of \$20,000. This estimate was calculated by Leisure Services staff tasked with managing public art for the City of Clive. The last updated budget date is September 13, 2024.

Other than fundraising, what are the anticipated challenges with completing the project and how will you overcome those obstacles?

300 words

There are no particular anticipated challenges for this project beyond those regularly associated with works of outdoor public art.

ENGAGEMENT AND IMPACT

Please describe the artist selection process and note whether any local artists are participating in the project.

300 words

The City will issue a Call to Artists that outlines expectations for the mural project. This Call to Artists will emphasize encouraging applicants from Iowa, or more broadly, from the Midwest region. Our goal is to engage local and regional talent and ensure that the mural reflects the unique perspectives and artistic views of our community.

How will residents of the community play a meaningful role in the creation and implementation of the project? Please be as detailed as possible about how you will reach and include a wide range of resident voices, especially those traditionally underrepresented in public input processes.

300 words

The Harbach Center is in a vibrant and diverse community in Clive, where various cultures come together. We are dedicated to serving this multifaceted community in numerous ways, and we value the input of all its members.

To ensure we create something that both fits the vision of the neighborhood, and is something that our residents have an active voice in, we will be seeking feedback through survey. This survey will be available both online, where it can be translated into multiple languages, and on-site where visitors can get help, providing multiple ways for community members to share their opinions and contribute to furthering the Harbach Center as a place for gathering, discovering and celebrating community.

The parallel programming will be free and open to the public, inviting all to discover more about the artist, the process and art itself via education and hands-on art projects.

Describe how the project introduces and/or reaches those whose opportunities to experience the arts may be limited by geography, ethnicity, economics or disability.

300 words

The Harbach Center and Linnan Park serve a population with limited access and resources, making it challenging for many to participate in activities far from home. The planned art piece, which will be prominently displayed facing Linnan, aims to enhance the vibrancy of the space. This area is frequently used for personal celebrations, playing sports, and after-school activities. By incorporating art, we hope to add a dynamic visual element that not only enriches the experience for current visitors but also attracts new guests to the community center.

Beyond "Every Day, Everywhere Art", please explain how this project advances one or more of the [Regional Cultural Assessment priorities](#).

300 words

The community center serves individuals of all ages, but a significant portion of our visitors are children. By installing a mural outside the center, we aim to capture the attention of young visitors and guide them toward various enrichment opportunities available throughout the building. The mural will not only enhance the visual appeal of our space but also directs children to new areas where they can further engage with and explore art. We hope to expand their access to artistic experiences and encourage a deeper appreciation for art within the center itself.

How will this project create or enhance a meaningful space for the entire community? Please include any future plans to bring the community to the space such as programming or events centered around the public art project and how the artist is contributing to these plans.

300 words

The mural will serve as both an inspirational piece and a focal point for art-related programming. Signage will educate about the piece and leave information that encourages visitors to further their art journey inside. Plans include a ribbon cutting, artist visit and lecture, and passive programming that allows visitors to take home and create their own mural-like project. Art-based educational materials and resources are available at our Harbach Library location, with the ability to check out actual art materials for three-week time periods.

- I understand recipients of a GC25 Public Art Grant award will be required to sign and submit a Grant Agreement by 3:00 p.m. on January 31, 2025. Public Art Grant award payments will not be released until the Grant Agreement is signed.
- I acknowledge that I have read and understand the application materials and grant overview.
- I certify that all representations and statements made or furnished in connection with this application are true and correct in all material respects, and that the organization can supply reasonable documentation if requested.
- I certify that financials are true and do not include any ineligible expenses.
- I am authorized to sign and submit this application on behalf of my organization. (Only people designated as Owners in SurveyMonkey Apply may submit the final application. Contact grants@bravogreaterdesmoines.org to request a change in status from Collaborator to Owner).

Use your mouse to electronically sign on the line.

A handwritten signature in black ink on a light gray background. The signature is written in a cursive style and reads "Tiffany Butler".

YOU ARE NOT DONE UNTIL YOU FULLY SUBMIT THE APPLICATION ON THE FINAL PAGE!

PLEASE FOLLOW THESE INSTRUCTIONS TO SUBMIT YOUR APPLICATION

1. Sign the Application and click the “Mark as Complete” green button at the bottom right of the page. On the next page, 2 green dots with check marks will be shown in a box on the left side, and it will say 2 of 2 tasks complete.
2. If you would like to review the application, please click the black Review button.
3. Next, click the green Submit button and confirm that selection.
4. Your application has been submitted when you receive a response that says “Application Submitted” with a checkmark in a green dot.
5. To download a copy for your records, click on the box that says “Go to my application.” A box will appear with your application, and on the top right-hand corner you will have the option to download or review your application.

Select GC25 Award Payment Method

Incomplete

GC25 Award Payment Schedule Selection

Please select the preferred grant payment method

(No response)

GC25 PAG Agreement

Incomplete

GC25 Public Art Grant Agreement

This GC25 Public Art Grant (PAG) Agreement must be signed and fully submitted by 3:00 on December 20, 2024. Failure to execute the Agreement by this date may result in forfeiture of the grant award.

RECIPIENT

City of Clive

PROJECT TITLE

Harbach Community Center Murals

GRANT AWARD

\$13,500

FUNDING TERM

January 1, 2025 - December 31, 2025

PROJECT COMPLETION TERM

January 1, 2025 - December 31, 2026

GRANT CONTINGENCY

Award includes: \$10,000 for project named above and subject to grant guideline; \$3,500 in additional funds to support a more robust community engagement process and to pay artists for final proposals. The additional funds are restricted for the purposes outlined and no additional city match is required.

Failure to adhere to the terms herein may result in forfeiture of the grant award and may impact the eligibility of City of Clive ("Recipient") for future funding from Bravo Greater Des Moines ("Bravo").

Section 1 – ELIGIBILITY

Recipient represents and warrants that it is eligible and in good standing with Bravo:

- Is a municipality with a current 28E Agreement with Bravo. Any termination or amendment of the current 28E Agreement may, in Bravo's sole discretion, result in the termination, reduction, or delay of funds to Recipient and/or termination of this Public Art Grant Agreement;
 - Fully and completely meets all requirements in this Agreement;
 - Accurately represents its project and its activities in all documents submitted to Bravo. This includes, but is not limited to grant application, final reports, mid-year evaluations (if applicable), financial reports and any other information requested by Bravo;
 - Continues to meet the grant eligibility criteria;
 - Submits grant information, documents and reports on or before the due date
-

Section 2 – FUNDING

2.1 Funding Source The source of funding for the PAG Program is Bravo's local government partners, the cities of Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Grimes, Indianola, Johnston, Norwalk, Pleasant Hill, Polk City, Urbandale, Waukee, West Des Moines and Windsor Heights and Polk County pursuant to 28E Agreements.

2.2 Receipt of Funds All payments under this Agreement are subject to the possession by Bravo of enough funds for the GC25 PAG Program. Any termination, reduction or delay of funds from Bravo's local government partners to Bravo may, in Bravo's sole discretion, result in the termination, reduction or delay of PAG funds to Recipient and/or termination of this Agreement.

2.3 Use of Funds Recipient hereby agrees that grant funding will be used within the funding term and for the awarded Project as described in the original application for funding or, if applicable, as described in the grant award notification provided to Recipient by Bravo. All grant funds not expended in a manner agreed to by Recipient and Bravo may result in the return of funds to Bravo. The project must be completed within the project completion term outlined above.

2.4 Cost Variation In the event that the actual project cost is less than the Total Project Cost amount specified in this Agreement, the Grant award may be reduced by the same ratio as the difference between the actual costs and the Total Project Cost specified in this Agreement divided by the Total Project Cost. Any Grant funds disbursed in excess of the reduced amount may need to be returned to Bravo.

Example: If the total amount spent to complete the Project is less than the Total Project Cost specified in this Agreement, Bravo shall calculate the amount of Grant funds to be returned as follows:

1. The actual amount spent on the project within the Funding Term is subtracted from the Total Project Cost specified in the Agreement to determine the change in the Project cost.
2. The change in the Project cost is divided by the Total Project Cost specified in the Agreement.
3. This percentage is multiplied by the original Grant Award.
4. The product is the amount of the Grant Award that Recipient must return to Bravo.

2.5 Prior Costs Grant funds may not be used to pay for expenditures made or costs incurred outside the dates of the Funding Term.

2.6 Disbursement of Funds Full payment of Grant funds will be made upon execution of this Agreement.

Section 3 – REPORTS

Recipient shall prepare and submit reports as specified below in the form and content specified by Bravo. Upon the request of Bravo, additional progress reporting may be required during the duration of this Agreement.

1. Midterm Report shall be provided by July 15, 2025.
 2. Final Report shall be provided within 30 days of the project completion OR by January 15, 2027.
-

Section 4 – COVENANTS OF RECIPIENT

4.1 Affirmative Covenants Until the terms of this Agreement are fulfilled, Recipient covenants to Bravo that:

(a) **Notice of Proceedings** Recipient shall promptly notify Bravo of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against Recipient that would adversely impact the Project.

(b) **Indemnification** Recipient shall indemnify, defend and hold harmless Bravo and its officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including but not limited to taxes and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and cost of investigation, litigation, settlement, judgments, interests and penalties arising from or in connection with the following:

1. Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
2. Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in this Agreement;
3. Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
4. Any claim, demand, action, citation or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

4.2 Negative Covenants Throughout the Funding Term of this Agreement, Recipient shall not, without prior written disclosure to Bravo and prior written consent of Bravo:

(a) **Recipient's Interest** Assign, waive or transfer any of Recipient's rights, powers, duties or obligations under this Agreement.

(b) **Property/Collateral** Sell, transfer, convey, assign, encumber or otherwise dispose of any of the real property for the Project.

(c) **Restrictions** Place or permit any restrictions, covenants or any similar limitations on the real property for the Project.

(d) **Removal of Project Property** Remove from the Project site all or any part of the Project property.

(e) **Recipient Operation** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's application, unless the change is approved in writing by Bravo. Bravo shall determine the materiality of the change.

Section 5 – DEFAULT; REMEDIES & TERMINATION

5.1 Notice of Event(s) of Default Recipient shall promptly notify Bravo upon becoming aware of an actual or imminent Event of Default by Recipient.

5.2 Events of Default Each of the following shall constitute an Event of Default under this Agreement:

(a) **Material Misrepresentation** Any representation, warranty or statement made or furnished to Bravo by, or on behalf of, Recipient in connection with this Agreement to induce Bravo to make a Grant to Recipient shall be determined by Bravo to be incorrect, false, misleading or erroneous in any material respect when made or furnished.

(b) **Noncompliance** Recipient fails to comply with any of the terms contained in this Agreement or documents executed pursuant to this Agreement.

(c) **Recipient Changes** A material change in Recipient's eligibility, as defined in Section 1, that occurs without prior written disclosure to Bravo.

(d) **Misspending** Recipient expends Grant funds for purposes not described in the GC24 Public Art Grant Application as approved by Bravo.

(e) **Insolvency or Bankruptcy** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(f) **Insurance** Loss, theft, damage or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of Bravo, there is insufficient insurance coverage.

(g) **Conveyance of Responsibilities** Recipient assigns, waives or transfers any of Recipient's rights, powers, duties or obligations under this Agreement without written permission of Bravo.

(h) **Conveyance of Property** Recipient sells, transfers, conveys, assigns, encumbers or otherwise disposes of any real property of the Project without written permission of Bravo.

5.3 Notice of Default Bravo shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 5.3, if Bravo determines cure is not possible or feasible, Bravo may immediately deem Recipient in default without prior written notice or opportunity to cure.

5.4 Remedies Upon Default Upon the occurrence of any Event of Default, Bravo shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement without presentment, demand, protest, notice of protest, notice of intention to accelerate or other notice of any kind, all of which are expressly waived by Recipient.

5.5 Termination for Convenience In addition to termination due to an Event of Default or no allocation of PAG funds, this Agreement may be terminated in whole, or in part, when Bravo and Recipient agree that continuation would not produce beneficial results commensurate with the future disbursement of funds.

5.6 Procedure Upon Termination If this Agreement is terminated, Bravo may, in its sole discretion, allow reimbursement for costs expended up to the date of termination as determined by Bravo. Recipient shall return to Bravo all unencumbered Grant funds within one week of receipt of Notice of Termination.

Section 6 – MODIFICATION

This Agreement may only be amended through written prior approval of Bravo. Examples of situations where amendments are required include, but not limited to, extensions for completion of Project activities and changes to the Project including alternation of approved activities or inclusion of new activities. If the proposed amendment substantially alters the circumstances under which the Project funding was originally approved or if it is not in alignment with and does not uphold the investment priorities of Bravo, grant funds may need to be returned.

Section 7 – RECOGNITION

Recipient shall permanently recognize Bravo in its donor acknowledgment for the financial contribution to the Project.

SIGNATURE

Authorized Representative



Date

(No response)

The estimated budget for this project will be entirely allocated to the artist for the creation and installation of the mural. The City of Clive does not foresee any additional expenses beyond the initial budget for the artwork itself. However, it is important to note that ongoing care and maintenance of the art piece will not be covered by this budget. These future costs for maintenance and upkeep will need to be managed separately by the city's public art fund.

Harbach Mural Timeline

October 2024 – January 2025

Continue to investigate and pursue funding opportunities from private and public donors.

November 2024 – December 2024

The City will send a survey to Clive residents of the Harbach neighborhood for input on mural themes.

Survey results calculated and discussed with Clive Parks, Recreation and Public art Board.

January 2025

Issue a Call to Artists with parameters garnered from survey, Board members, and City staff.

March 2025

Clive Parks, Recreation and Public Art Subcommittee meets to discuss applications and choose the top six applications.

March 2025

The top six applications brought to full Clive Parks, Recreation and Public Art Board to choose three finalists to present to City Council.

April 2025

Finalists presented to Clive City Council.

May 2025

Project Awarded to chosen finalist.

May 2025 through July 2025

Artist commences work on project. With a completion date set for the end of July.

June 2025

Host a mural-in-progress event.

August 2025

Art official ribbon cutting at City of Clive's Back to School Celebration.

Implementation of "Exploring Murals" passive program at Clive's Harbach Public Library.

September 2025

Artist invited to give a presentation and discussion.



CITY OF CLIVE

PUBLIC ART MASTER PLAN

2018



Figure 1: Broken Compass by Anna Modeland

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CITY OF CLIVE PUBLIC ART MASTER PLAN 2018

INTRODUCTION

Every effort expended by the Mayor, members of the City Council, and staff of the City of Clive is dedicated to one purpose: the betterment of lives of the citizens of our community. Citizens repeatedly tout the high-quality of life they enjoy, a life that provides an optimal balance of live, work, and play.

In stellar communities across the nation, it has been demonstrated that a successful public art program builds a positive sense of community, contributes to economic growth and tourism, and enriches the lives of individuals. In 2007 Clive, being forward-thinking in its efforts to improve the city's landscape, recognized the impact a comprehensive public art program had for its community.

Now, at ten years old and after progressing through difficult economic times, the public art program needs a renaissance. Based on the research, information gathering, touring, meetings and surveying work, the revised City of Clive Public Art Master Plan 2018 was developed following the premise of the 2008 Master Plan and ten years of implementation. The 2018 Plan was created as more in-depth, currently viable, sustainable, forward thinking, and as an adaptive tool. This revised plan recommends goals for Public Art Advisory Commission (PAAC) and the Collection, both short-term and long-term, and puts forward options for future progression of the program to maintain and challenge the existing landscape of public art in Clive.

Much like the previous 2008 Plan, the City of Clive Public Art Master Plan 2018 will be used as a roadmap to help city leadership and citizens understand the long-term value and direction of public art in Clive, and it will be used by the Public Arts Advisory Commission (PAAC) as a strategic tool to make advancements to the existing public art program and collection. The PAAC is responsible for creating the plan and recommends it to the Mayor and City Council to ensure its implementation by encouraging City staff, other City Commissions and Boards, and future Councils to use this document to strengthen the existing Public Art Program.

BACKGROUND

During May 2007, members of the Clive City Council and the city's management team established a strategic plan for the community of Clive. The strategic plan contained the following five goals:

Clive will be a place where:

1. 86th Street is a destination that works.
2. The City Campus is a focal point, Clive's "town square."
3. Residents receive high-quality services.
4. People experience a distinctive Clive identity.
5. The community is known for its environmental stewardship. Particularly, the fourth goal, "People experience a distinctive Clive identity" sets the stage for the following vision.

Visitors are drawn to Clive and residents take pride in having a Clive address. Clive is a community of neighborhoods with unique quality of life amenities that people recognize and around which they gather. Clive's vibrant, inclusive neighborhoods feature safety and desirable homes. A system of consistently high-quality facilities, especially the library, parks, trails, and recreational programs, showcase community identity. The city's amenities continue to grow and evolve to meet changing needs. The formalization and quick adoption of the Greenbelt Trail has stitched the east and west ends of Clive for non-auto passage, thus becoming a popular artery.

City leaders recognized in 2007 that a coordinated public art program enhances the positive identity and image of Clive, and set out to make public art a critical element in the city's culture, thereby addressing many of the statements detailed in the original vision.

Clive Public Art Master Plan (2018)

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During these 2007 strategic planning meetings, Council charged staff with creating and implementing a plan to make a public art program a reality in Clive. Shortly after, the Public Arts Advisory Commission (PAAC) was established via Ordinance 2007-873 on October 18, 2007 (Appendix A). Upon the establishment of the commission, a diverse mix of citizen representatives was recruited to serve as founding members of the Commission. Per its charter, the PAAC consists of a minimum of five and no more than nine volunteer members, each appointed by the Mayor with the approval of the Council.

Shortly after the PAAC was formed and fully staffed with community volunteers, its members began work on the first Master Plan in the winter of 2007-2008 with the help of public art consultant Lynette Pohlman (Ames, IA). Recognizing that such a plan reflects the goals and values of the community, the PAAC spent eight months gathering input, learning from a public art consultant, and studying successful public art programs. The group talked with community members to determine the community's vision, expectations, and desires for public art in Clive.

The recommendations and strategies that followed in the Public Art Master Plan 2008 addressed how a public art program can assist in “experiencing a distinctive Clive identity.” The original Master Plan documents the community's priorities and guiding principles that ensure the Clive Public Art Program flourishes to help the community gain distinction, character, and create a unique sense of place. More and more Central Iowa communities are developing and adopting public art master plans for the purpose of demonstrating a long-term commitment to the central importance of public art in the planning, design, and creation of public space. Clive was an area leader in the formation of a public art collection, formalization of the collection, and creation of the Public Art Advisory Commission.

In fall of 2017, the PAAC and City staff recognized the need to update this original plan to move the Public Art Program, PAAC, and Collection forward for the next decade. Over the next 10 months public art consultant Allison Sheridan (Ames, IA), was hired to review the current plan, meet and conduct surveys with stakeholders and PAAC, tour existing public art collection and sites, and provide significant updates to the plan adding depth and innovation to the program.

For the City of Clive Strategic Plan, see <https://www.cityofclive.com/about-clive/clive-strategic-plan>



Figure 2: Views from the Valley by Chris Vance. Located in the Clive Public Library.

VISION

The City of Clive will nurture and grow a public art program that contributes to the community's identity as a cultural hub of the Greater Des Moines area and a flourishing center for creativity; foster community pride, ownership and a sense of belonging to a distinct community; and contribute to the vitality and economy of Clive.

MISSION

The City of Clive Public Art Program exists to promote aesthetic excellence and enhance the artistic vitality of Clive. The City of Clive Public Art Program encourages excellence in the city's public and private art, architecture, landscape, and streetscapes to enhance a high quality of life and create a vivid sense of place.

MASTER PLAN PURPOSE

Public art plays a significant role in a community. In order to create a successful public art program that reflects and enhances the community, a planning process must be organized which considers the views and attitudes of the community.

The Public Art Master Plan addresses those challenges and opportunities, and it charts a course for the evolution of the existing public art program in Clive.

Specifically, the plan:

1. Establishes a forward-thinking vision for public art embracing Clive's innovative attitude;
2. Identifies geographic priorities for focusing resources;
3. Recommends the planning, funding, and decision-making processes necessary to achieve the vision;
4. Promotes the care, promotion and education of the existing collection.

Why a plan? The development and adoption of a revised public art plan provides Clive an opportunity to establish a shared vision for a community's public realm and to coordinate the activities of multiple stakeholders—planners, artists, arts and culture related nonprofit organizations, and other stakeholders—in shaping that realm.

WHAT IS PUBLIC ART?

Public art is defined as artwork located in the public realm, which is accessible to the public and possesses aesthetic qualities.

The artwork may be permanent or semi-permanent, functional or purely aesthetic, and includes all forms of art conceived in any medium, material, media, or combination thereof, including but not limited to: civic infrastructure and furnishings, sculpture, landscape, painting, drawings, water features, light installations and kinetic works.

The public realm includes places such as buildings, parks, schools, open spaces, trails and streets, which provide for physical or visual access by the general public.

WHY PUBLIC ART?

Public art has the power to energize our public spaces and transform the places where we live, work, and play. Public art helps green spaces thrive and enhances road-sides, pedestrian corridors, and community gateways.

The impact of public art on a community is invaluable and immeasurable. Studies show that public art serves as a powerful economic force, attracting businesses and qualified workforces. Public art enhances public spaces and creates destinations in a community.

Well-designed and attractive artwork strategically located throughout the City encourages people to fully appreciate and utilize public areas.

For all these reasons, public art is an essential component of a community that strives to be distinctive. It is the purpose of the Public Art Advisory Commission through the 2018 Master Plan, to enhance the “Distinct by Nature” character of Clive with the strategic addition of art in public places.

RESEARCH FINDINGS

- Arts improve quality of life and contribute to a thriving regional economy through extraordinary experiences
 - Use the arts and culture to position Clive and create a community interest in which all have a stake
- Arts draw businesses and individuals in a manner that creates sustained economic value for local neighborhoods
 - Cultural clusters draw, play upon Des Moines area vitality
 - Arts mean business
 - See *The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the Greater Des Moines Region (Fiscal Year 2015)*
https://www.americansforthearts.org/sites/default/files/pdf/2017/by_program/reports_and_data/aep5/map/IA_GreaterDesMoinesRegion_AEP5_OnePageSummary.pdf
- Public art programs provide unique services to artists and communities across the country. In the Public Art Programs Fiscal Year 2001 report, Americans for the Arts estimated 350 public art programs across the U.S. The 2017 survey identified twice as many (728 programs). (Source: Americans for the Arts, *2017 Survey of Public Art Programs*)
- Arts are available across and connect the Central Iowa region
 - Cultural programming is available across the region
 - Communities lack collaboration with each other, often seen as competition
- Art makes the region a place of distinction for employers and employees falling in line with Clive’s “Distinct by Nature” motto
 - Need to differentiate Clive area from surrounding areas and cities
 - Art gives identity and character to community
 - With access to public art the reputation and profile of area increases = added value
 - Residence feel shared community pride = a more connected community
- Arts strengthen social bonds by creating interactions through art-making opportunities for the community
 - Connects professional artists with communities and contemporary issues
 - Access to performances and artistic experiences
 - Children’s participatory art
 - Artist talks



Figure 3: Radiance by Peter Marasco.
Located at Woodlands Pkwy. & 128th St.

- Arts create events that draw attendees from different ages/cultures and provide an opportunity to interact and improve the sense of community
 - Cultural experiences have a broad appeal
 - Visitors and residents engage across boundaries of race, age, gender and socioeconomic status
 - Can be affordable and accessible
 - Audiences interact before and after events online = reengagement
 - Residents and businesses interact = greater understanding of each other, shared community pride
- In early 2018, the City of Clive contracted with National Research Center to administer a Citizen Satisfaction Survey of Clive residents. This is the fourth time the City has administered the survey (2012, 2014, and 2016). It was mailed in February to a random sampling of 1,500 Clive households. The responses from these households provide statistically valid results that can be compared to a national database of responses from 500 government jurisdictions across the country. As in previous years, Clive residents have given the City high marks! (Source: <http://www.cityofclive.com/about-clive/citizen-satisfaction-survey>)
 - 98% of respondents say Clive is an excellent or good place to live.
 - 95% of respondents rated their quality of life as excellent or good.
 - 98% of respondents believe Clive is a great place to raise children.
 - Residents continue to enjoy a high quality of life and strong sense of safety.
 - Clive residents indicate strong trust in the City government, and feel they receive good value for their City tax dollars.
 - Clive ranked #1 out of participating cities for treating all residents fairly.
- A general public art online survey open to the residents of Clive was conducted with 88 participants and the following summarized results:
 - Most respondents are somewhat to modestly familiar with the public art collection in the City of Clive.
 - Most respondents drive, walk or bike past a work of public art in Clive between 2-5 times a month and 4 times a week or more.
 - Most respondents are somewhat to very satisfied with the quantity and quality of public art in Clive.
 - 42% of respondents use the public art collection most during family walks. Concerning is that 53.4% of respondent “don’t use the public art collection”.
 - When asked “What is the role of public art?” 95.3 % of respondents believe that the role of public art is to beautify and enhance; followed by to support artists, inspire creativity, create neighborhood identity, enhance economic development, and celebrate history.
 - When asked “What’s your relationship to public art?” 77.2% of respondents responded “I like it” with another 18.1% responding “I am neutral”.
 - Respondents were asked “Where do you want to see public art?” and 34% responded in recreation areas/parks with an additional 22.7% wanting art along Greenbelt Trail. Low priorities were in a sculpture park and major intersections.
 - When asked “What public art would you most enjoy?” the predominant answers were sculpture, fountains, functional art (benches, bike racks, etc.), children’s art, landscape/earthworks, and murals. Low on the list were 2-D art, digital art, and textiles.
 - When asked to identify the top three themes for future public artwork in Clive, the top selections included landscape/gardens, nature/eco, and whimsical art/humor. The lowest ranked themes were cultural symbols, iconic art, and the human form.

For additional findings on surveys, SWOT analysis and interviews directly pertaining to public art in Clive, please see Appendix B: SURVEY AND INPUT - SYNTHESIS OF FINDINGS

RECOMMENDATIONS

Recommended priorities for the next decade (2019-2029) are summarized below. Policies and procedures to guide the implementation of these recommendations follow throughout the document.

RECOMMENDATION 1: GROW THE EXISTING PUBLIC ART PROGRAM BY IMPLEMENTING THE RECOMMENDATIONS, POLICIES, AND PROCEDURES IN THE PLAN.

RECOMMENDATION 2: ADOPT A MORE SUSTAINABLE AND VARIED FUNDING POLICY FOR PUBLIC ART.

RECOMMENDATION 3: MAINTAIN AND GROW THE CARE AND MAINTENANCE FUND FOR PUBLIC ART.

RECOMMENDATION 4: ACTIVELY DOCUMENT, ARCHIVE, CARE FOR AND MAINTAIN THE EXISTING COLLECTION.

RECOMMENDATION 5: SEEK TO ACQUIRE ONE TO TWO SMALL TO MEDIUM SIZED PUBLIC WORKS OF ART FOR COLLECTION ANNUALLY AND PLACE WITHIN THE DEFINED PUBLIC ART PROJECT ZONES.

RECOMMENDATION 6: EVERY 24-36 MONTHS, SEEK TO COMMISSION AND/OR ACQUIRE ONE MAJOR WORK OF PUBLIC ART FOR THE COLLECTION.

RECOMMENDATION 7: PLACE COMMUNITY PARTICIPATION AND CELEBRATION AT THE CENTER OF ALL CLIVE PUBLIC ART PROGRAM ACTIVITIES.

RECOMMENDATION 8: ENCOURAGE THE PLANNING AND ZONING COMMISSION TO ACTIVELY INCORPORATE THE PUBLIC ART MASTER PLAN INTO THE CITY'S CAPITAL IMPROVEMENT PROJECTS AND DEVELOPMENT STANDARDS MANUAL.

RECOMMENDATION 9: ENCOURAGE PRIVATE DEVELOPERS TO INCLUDE PUBLICALLY ACCESSIBLE ART.

RECOMMENDATION 10: MAINTAIN AN ANNUAL CHANGING EXHIBITION OF ARTWORK ALONG THE GREENBELT TRAIL.

RECOMMENDATION 11: INCREASE THE ENGAGEMENT AND IMPACT OF PAAC MEMBERS AND FOCUS ON THE TARGETED RECRUITMENT AND ONGOING TRAINING OF PAAC COMMISSIONERS.

RECOMMENDATION 1: GROW THE EXISTING PUBLIC ART PROGRAM BY IMPLEMENTING THE RECOMMENDATIONS, POLICIES, AND PROCEDURES IN THE PLAN.

The plan allows staff and volunteers to enhance and move forward an established public art program.

- Aim to be a trendsetter, seeking the highest level of creative excellence.
- Extensive community input is required.
- Selection panels must review artist proposals and qualifications.

- Work must be coordinated with the City staff, PAAC, City Council, architects, engineers, and the community.
- Work must be documented, dedications/events organized, and the media and community kept informed and involved.

RECOMMENDATION 2: ADOPT A MORE SUSTAINABLE FUNDING POLICY WITH DIVERSE SOURCES OF FUNDING FOR PUBLIC ART.

- The City will maintain an annual allocation of \$1 per capita of funding at a minimum for acquisition of public art and management of the collection as the most sustainable and responsible form of funding.
- During leaner economic times, the Master Plan should be used as a guiding tool for alternative funding methods.
- The Public Arts Advisory Commission will create gifting and deeding processes within the City that allows individuals and business partners to support the mission of the Public Arts Advisory Commission.
- Continue searching for outside funding sources and grants.
 - As part of the growth of this program, the staff person will do an annual search for outside funding sources including but not limited to individual and/or business sponsorships and grants. Pending time allotment and general availability, a minimum of two outside grants should be applied for each year.
- Build Public Art Fund with support expressed through fiscal donations and gifts of appreciated property (including works of art appropriate for public spaces).
- *Individual Sponsorship* As a way to empower the citizens, there will be a sponsorship fund set up for individual citizens to donate whatever amount they would like to public art. These funds will be added to an escrow account specifically to fund future public art. Not only does this provide an additional source of revenue, but it also lets Clive citizens be involved on any level they choose to be. Options for the fund include digital micro-giving, funding drives, direct solicitation and calls for support. This type of sponsorship must be advertised to build public awareness and drive action.
- *Business/Organization Sponsorship* This is a way for businesses to sponsor the acquisition of public art. Businesses and organizations can fund the artwork purchase, an honorarium or commission, and the PAAC facilitates the necessary applications, artist and artwork selection, City approval, site work. This sponsorship can be applied to new works, work already in process, or works of art on loan but available for purchase (Example: Art Along the Trail). In addition, the company/business would benefit from recognition and logo placement in connection to the work of art (Example: Label, marketing materials, announcements, event credit lines). This type of sponsorship must be advertised to build business awareness and spur action.



RECOMMENDATION 3: MAINTAIN AND GROW THE CARE AND MAINTENANCE FUND FOR PUBLIC ART.

- 10% of the total acquisition expenses for each public work of art will continue to be budgeted for ongoing care and future maintenance or conservation.
- Additional (non-routine) costs are to be considered outside of normal repair work and maintenance, which will be done routinely by the City's Public Works and Parks Department. These funds will come from the Care and Maintenance Fund and be supplemented as needed by the PAAC general fund.

Figure 4: Hope by Hilde DeBruyne. Located at 1400 NW 86th St.

RECOMMENDATION 4: ACTIVELY DOCUMENT, ARCHIVE, CARE FOR AND MAINTAIN THE EXISTING COLLECTION.

- Improvement of the overall representation of current works of art in the Public Art Collection is paramount to continued appreciation for the value of the public art in Clive. See Appendix H.
- Annually, a member of the Public Arts Advisory Commission and/or City staff will physically visit each public work of art in the Public Art Collection. See Appendix H for evaluation techniques.

- The Public Arts Advisory Commission and City public art staff will maintain a digital Public Art Collection Checklist/Spreadsheet and Object Archive for all existing and new public works of art owned by the City of Clive. This checklist will be updated annually.
- The City will establish and maintain a physical and digital permanent file for each accessioned public work of art into the permanent Public Art Collection.
- Each work of art owned by the City of Clive should be designated an accession number by City staff that is unique to the work of art.
- Community Engagement opportunity: Add to the PAAC website or City newsletter – “BE PART OF THE ACTION - REPORT DECAY OR VANDALISM” Celebrate and protect our remarkable public art and cultural assets! Here’s how you can help: Get in touch right away if something doesn’t look right about a public artwork marked City of Clive. Call the City of Clive Parks & Recreation Department at [Add contact info here].

RECOMMENDATION 5: SEEK TO ACQUIRE ONE TO TWO SMALL TO MEDIUM SIZED PUBLIC WORKS OF ART FOR COLLECTION ANNUALLY AND PLACE WITHIN THE DEFINED PUBLIC ART PROJECT ZONES.

- The City will continue to grow a diverse public art collection that incorporates various art media, styles, and themes and is well-made to withstand Iowa’s climate extremes.
- Each public art project should have a written public art philosophy statement that defines the direction and goals of the desired work of art.
- Ensure access and the equitable distribution of commissions and/or honorariums among artists of diverse cultural backgrounds.
- Methodically consider future art in the public domain, targeting infrastructure investment zones, including both neighborhoods and the city facilities areas, to make new and redesigned places livelier and inviting.
 - Location Analysis: Every location, whether assigned by a commissioning agency or selected by the artist, plays a significant role in the development of a public art project. Knowing how to look at a site, or plans for a site, can be very helpful.
- Expand commission process for the creation of new works including calls to artists and selection processes. Use online professional public artist databases (both national and regional) to distribute call for artists.
- Six is the average number of permanent public artworks produced in a year by a public art program. (Source: Americans for the Arts, *2017 Survey of Public Art Programs*)

RECOMMENDATION 6: EVERY 24-36 MONTHS, COMMISSION AND/OR ACQUIRE ONE MAJOR WORK OF PUBLIC ART FOR THE COLLECTION.

- **SHORT TERM GOAL:** By 2020, the Public Arts Advisory Commission should be dedicating a major public work of art each year and a half to two years. The amount of time needed to commission, design, fabricate and install a major/significant public work of art may require an 18-24 month schedule for each project.
- **LONG TERM GOAL:** By 2025, the Public Art Program should have commissioned three to five major public works of art that are



Figure 5: *Black Diamond* by Rebecca Ekstrand & Thomas Rosborough. Located at Douglas Ave. & Berkshire Pkwy.

integrated into the city's infrastructure and accessioned into the permanent Clive Public Art Collection.

- Ensure access and the equitable distribution of commissions and/or honorariums among artists of diverse cultural backgrounds.
- Expand commission process for the creation of new works including calls to artists and selection processes. Use online professional public artist databases (both national and regional) to distribute call for artists.

RECOMMENDATION 7: PLACE COMMUNITY PARTICIPATION AND CELEBRATION AT THE CENTER OF ALL CLIVE PUBLIC ART PROGRAM ACTIVITIES.

- Provide access to artistic experiences of the highest caliber for the residents of and visitors to the City of Clive
- Stimulate public awareness of and conversations about public art in general, generate dialogue and stimulate community engagement.
 - Traditional and New Media should be utilized to create and drive the dialogue
 - Be sure to track engagement and public opinion
- The Clive PAAC should annually implement the following outreach strategies to build a community interested in and informed about public art:
 - Community Satisfaction Survey (every 2-4 years)
 - Signage with interpretive information
 - Press Releases
 - Media coverage
 - Website with a digital map for wayfinding, up-to-date
 - Digital catalogue with images
 - Social media
 - Printed materials, advertising, posters, flyers, postcards, City mailings
 - Public educational programs or performances
 - Booth/table at local and regional events (Farmers Market, School celebrations, Clive Fest)
 - Special events, dedications, art walks or artist talks
 - Annual Public Art Project Plan; Annual Report
- SHORT TERM GOAL: Each new public art project shall have a complementary public relations/marketing plan woven into the project schedule.
- SHORT TERM GOAL: Plan and implement regular public relations and marketing targeted to residents by utilizing free social media, City distributed electronic and print media, and news coverage.
- SHORT TERM GOAL: For each new major commission project, there should be a minimum of two community engagement opportunities inviting community participation into the public artist/art selection or review process and public art proposal review to ensure the artist is informed of community values and aspirations.
- SHORT TERM GOAL: Each new public art project shall have a complementary education plan woven into the project schedule.

RECOMMENDATION 8: ENCOURAGE THE PLANNING AND ZONING COMMISSION TO ACTIVELY INCORPORATE THE PUBLIC ART MASTER PLAN INTO THE CITY'S CAPITAL IMPROVEMENT PROJECTS AND DEVELOPMENT STANDARDS MANUAL.

- The City should integrate public art into the design of buildings, parks, streetscapes, and public spaces so that art becomes a natural, normal enhancement of community design.
- Advocate for the enhanced quality of selected city Capital Improvement Projects (CIP) through the incorporation of the skills of artists.

RECOMMENDATION 9: ENCOURAGE PRIVATE DEVELOPERS TO INCLUDE PUBLIC ART IN PROJECTS

- Council members, City staff, the Planning and Zoning Commission, and PAAC members will strongly encourage private developers to voluntarily participate in the Clive Public Art Program by including publicly accessible art in their development.
- Private developers are a critical funding stream for Clive's public art, especially areas where there's growth and a high rate of development.
- The purpose of recommendation is to ensure that high-quality public art is included in accessible public spaces in all large-scale developments, and to assist owners and developers in the commissioning, procurement and display of public art.

RECOMMENDATION 10: MAINTAIN AN ANNUAL CHANGING EXHIBITION OF ARTWORK ALONG THE GREENBELT TRAIL



Figure 6: Art Along the Trail 2018

- The formalized *Art Along the Trail* exhibition will continue the City's efforts to promote aesthetic excellence and enhance the artistic vitality of Clive.
- *Art Along the Trail* is a temporary outdoor exhibit along Clive's landmark feature, the Greenbelt Park and Trail system, from May through October each year, with 2018 being the seventh year of the exhibition. The artwork is installed in highly visible sites along the Greenbelt.
- Works of art are selected by an *Art Along the Trail* Selection Panel comprised of two members of the City's Park Board, two members of the Public Art Advisory Commission, one City council member, one Clive resident or Clive business owner, one representative from the Chamber of Commerce, and one member of the local art community. Also consider involving a high school student from the area.
- A public dedication event for the newly installed works of art is held annually.
- Optional purchase/acquisition opportunities result from the body of work presented each year.

- **SHORT TERM GOAL:** Set optional annual community issues or themes to explore for the exhibition, incorporate into annual call for artists.
 - Themes to consider: Diversity, health and wellness, adventure, area history topics, industry, recycled eco art, etc.

RECCOMENDATION 11: INCREASE THE ENGAGEMENT AND IMPACT OF PAAC MEMBERS AND FOCUS ON THE TARGETED RECRUITMENT AND ONGOING TRAINING OF PAAC COMMISSIONERS.

- Target the following skill sets: Public relations/Marketing, Social media savvy, fundraisers, grant writing experience, educators/educational (K-12) experience, strong business community ties, and ability to pitch the Clive Public Art Program.
- While knowledge of arts is a plus, this should never be a requirement of members.
- Must require one reading of full Master Plan 2018 and annually the shorten version.
- Must tour current Public Art Collection. Consider area public art collection tours to build awareness of public art in Central Iowa.
- City staff to provide access to resources, Public Art Review magazine, Public Art Archive online, etc.

LONG TERM GOALS

- Broaden support and public demand for the arts in Clive
 - While most survey respondents feel positive toward public art in Clive, the challenge remains to change the conversation in order to motivate action by the public for public art.
- Increase civic pride in Clive
- Build social cohesion
- Challenge the current landscape
- Activate places in Clive within the Public Art Project Zones
- Enhance the visibility and stature of Clive in local, regional, and national arenas

PUBLIC ART PROJECT ZONES

Considering the physical layout of the City and current and planned projects, the 2018 Clive Public Art Master Plan is organized into six target Public Art Project Zones that were identified in the 2008 Plan and are highlighted in Appendix C: Public Art Project Zones Maps, 2018.

These zones offer a cohesive way of thinking about the City and public art. They are starting points for identifying, evaluating, and prioritizing potential sites. The zones are based on geographical, and aesthetic considerations as articulated by community members and city staff.

Each area includes a number of potential art sites, and the boundaries for each zone are loosely defined. The 2018 Maps indicate areas of existing major installations (star shape) and identifies areas of potential expansion of the art collection (circles).

A zone can change over time depending on circumstances and the evolution of future development. It is recommended to revisit this zone plan for the siting of each acquisition or commissioning. The Maps should be updated every 2-4 years to show artwork density and new development.



Figure 7: Prairie Engine by Mark Moulton. Located at NW 86th St. & Swanson Blvd.

PUBLIC ART PROJECT ZONES SITE CRITERIA

All proposed public art projects must respect the primary function of the streets, trails and sidewalk to enable the safe and orderly movement of pedestrians, bicyclists, and vehicles. Streets also function as utility corridors, so access must be maintained for present and future services above and below ground.

The City of Clive Public Works Director will oversee the decisions regarding the placement of public art along public streets and rights-of-way. Because final site approval is made by the City Council, it is recommended that the Planning and Zoning Commission incorporate the Public Art Master Plan into the city's Development Standards Manual. Specific details regarding site considerations, especially on traffic, pedestrian, and electrical and mechanical considerations, can be found in Appendix D: Site Considerations.

PROCEDURES FOR ARTIST SELECTION AND ART ACQUISITIONS

When a project is at the concept stage, an acquisition method will be defined and the process for recruiting an artist will begin. The most successful public art projects are those that are well integrated into their sites. The selection and involvement of the artist in the early stages of the design process can help accomplish this integration.

Acquisition methods for public art include site-specific commissions (invitational or open competitions), acquisitions of completed works, rentals or loans, and gifts (See Appendix E). An Artist Selection Panel will be established by the PAAC for projects following recommendation and the approval of the Mayor and Council. The role of the Artist Selection Panel is to assist in selecting qualified artists to be considered for a project. (See Appendix F, Artist Selection Panels)

The most important criteria for choosing one procedure over another is to decide which procedure will result in the best possible work of art for that particular project. The Clive Public Art Advisory Commission, upon recommendation by the Mayor, will be responsible for making this decision.

PROPOSED AREAS FOR INNOVATION AND FORWARD THINKING 2019-2029

Aim for the innovative with high visual impact.

- light and lighting and 'light animation'
- performance art, dance and music
- functionality such as drainage, seating, pathways, and screens
- augmenting public facilities
- use of color, scale, and form
- underpass art
- solar and kinetic art
- shade creation
- stages / backdrops
- fences / divisions as potential surfaces for artworks
- Living art / green works / landscaping / earth works

See Appendix G: Project Opportunities

Draw upon local and national resources that can provide up-to-date guidance on public art best practices, creative ideas, and vetted public artists.

- Some recommended resources include:
 - Public Art Network: <http://www.americansforthearts.org/by-program/networks-andcouncils/public-art-network>
 - Public Art Toolkit <http://forecastpublicart.org/toolkit/>
 - Public Art Review <http://forecastpublicart.org/public-art-review-home/>
 - Public Art Archive: <https://www.publicartarchive.org/>



Figure 8: Prairie Emergence by Mac Hornecker

ARTIST SELECTION CONSIDERATIONS

There are a variety of techniques used by established public art programs to identify and recruit qualified artists. For public works of art to be placed within new development or redevelopment projects, the artist will preferably be integrated into the design team as early in the process as possible. Having a professional artist on the design team is what sets public art projects apart from other artistic embellishments, and the inclusion of a public artist on the design team reflects the national best practices standard for public art programs.

Further, it helps the artist achieve maximum use of limited resources. For example, if water is to be used in a work of art, all engineering, plumbing, and mechanical requirements can be completed at the time of construction, not after.

This goal for inclusion of the work of professional artists, however, should not preclude special situations in which competitions are held, or in which public artworks are created as part of an educational process, including students or youth working with a practicing artist in a municipal setting.

The artist selection criteria to be used when considering an acquisition of artwork by either purchase or commission will include, but not be limited to, the following:

- Artistic quality: Due consideration will be given by members of the Artist Selection Panel to the strength of the artist's concept, vision, and craftsmanship. In making its selection, the selection panel will bear in mind the vision and mission of the Public Art Advisory Commission and always aim to achieve the highest aesthetic quality.
- Inclusion: The PAAC will actively seek artwork from artists of diverse racial, gender, sexual and cultural identities.
- Diversity: The program will also strive for diversity in style, scale, media, and numbers of artists represented in all forms of public art.
- Feasibility: Artists will be selected on the basis of the appropriateness of their proposal to the particular project and its probability of successful completion within a predetermined budgeted amount, time line, perhaps as indicated by the merit of their past work. The Artist Selection Panel will, in making its selection, give due consideration to the appropriateness of the proposed design in terms of its scale, form, content, maintenance, security, and durability with respect to its immediate and general, social and physical environment.
- Duplication: Artists are required to warrant that their artwork is unique - an edition of one, or part of a limited edition.
- Experience: The artist will demonstrate ability to work in collaborative situations, as well as a proven success with design professionals and integrating artistic concepts into construction documents.

ART SELECTION CRITERIA

- Determine value
 - Artistic Values [visual/aesthetic enjoyment, design quality, social activation, innovation/risk, host participation, challenge/critical debate]
 - Social Values [community development, poverty and social inclusion, health and wellbeing, crime and safety, interpersonal development, travel/access, and skills acquisition]
 - Environmental Values [vegetation and wildlife, physical environment improvement, conservation, pollution and waste management-air, water and ground quality, and climate change and energy]
 - Economic Values [marketing/place identity, regeneration, tourism, economic investment and output, resource use and recycling, education, employment, project management/sustainability, and value for money]

ART ACQUISITIONS TYPES & PROCEDURES

An Annual Public Art Project Plan should be written each year by the PAAC. This plan should establish a wish list of types of art, locations, artists that PAAC would like to target in the coming 12-18 months. This plan will help to focus the efforts of PAAC and allow the tracking of progress annually in meeting goals.

SITE SPECIFIC COMMISSIONS

A site specific commission results in a public work of art designed for a particular site with a specific project statement. Upon Council approval, there are three processes the PAAC can implement to hire an artist:

- 1) Invitational
- 2) Curatorial review
- 3) Open call

Specific and detailed action steps for each process are further detailed in Appendix E: Artist Selection Process.

ARTIST SELECTION PROCESS FOR SITE SPECIFIC COMMISSIONS:

INVITATIONAL

A limited number of artists are invited by the Artist Selection Panel to submit responses to a *Request for Proposal* (RFP) process. The primary purpose of an RFP is to elicit detailed proposals from qualified candidates. In this process, an artist must submit a detailed project proposal with imagery in order to be considered. A response to an RFP should detail the full scope of the project and precise information including budget information and proposed schedule or time line.

CURATORIAL REVIEW

This process may involve the assistance of a public art consultant who previews credentialed artists and brings a shortlist to the Artist Selection Panel. This process is used to pre-qualify artists by judging previous work. The advantage of this method is in its pre-qualification characteristics, which provide a readily available resource from which the Artist Selection Panel can identify likely candidates for future projects. Information about these artists is maintained on what is usually referred to as an artist resource bank/registry. Consultant fees vary and a professional consultant will be able to outline their role, duties, schedule and fees.

OPEN CALL

Request for Qualifications (RFQ): If not selecting a pool of potential artists by invitation or curatorial review, the Artist Selection Panel may want to consider a broader pool of candidates based on a Request for Qualifications (RFQ) process. The use of an RFQ offers wide distribution for announcing the intent to commission artwork. Essentially, the RFQ process is used to pre-qualify artists.

The type of information typically sought in an RFQ includes: contact information, statement of qualifications, a narrative for the anticipated project, a brief statement of the availability to undertake the anticipated project, curriculum vitae or resume, and slides/images of current work.

Regardless of the process used to select the artist, it is sometimes necessary for a commissioned artist to provide supporting documents at various stages of a project. If required by the Artist Selection Panel, the artist will be responsible for assembling and submitting drawings, design development documents, mock-ups, maquettes, samples, and/or fabrication documents.

See Appendix E for more in-depth processes and action steps.

PURCHASE OF EXISTING WORKS

The purchase of existing works of art may be suitable under certain circumstances. This method is appropriate for 1) acquisition of works of art for city facilities and 2) works of art offered by artist, business or resident for purchase. The purchase, after meeting the criteria for acquisition into the collection, must be voted on by the PAAC and approved by the City Council.

See Appendix E for more in-depth processes and action steps.

RENTAL OR LOAN

This method is used for temporary installations or for an ongoing changing exhibition project such as the established *Art Along the Trail* annual exhibition. This acquisition method can be used in situations that support temporary installations of sculptural works or two-dimensional works of art. This process can also be used for educational programs or purposes.

See Appendix E for more in-depth processes and action steps.

GIFTS FOR MUNICIPAL PUBLIC ART COLLECTION

Gifts of art are accepted by the City of Clive to broaden the aesthetic and educational resources for the Clive community. Before the PAAC will consider any gift, the following criteria must be met:

1. Gifts must be legally owned by the donor and unencumbered.
2. Gifts become the property of the City of Clive.
3. Disposition of the gifts is at the discretion of the City of Clive.
4. All appraisals of value will be the responsibility of the donor. Contributions of all objects and money are deductible within limits prescribed by the Federal Internal Revenue Code.
5. The City of Clive Public Art Program will not provide the donor with any goods or services in exchange for the donation.
6. Clive City Council must officially approve the gift during open session.

If those criteria are met, the following examples of questions will then be addressed with each offer to ensure the art meets a high standard of excellence.

1. Does the proposed gift meet a high standard of artistic merit and benefit?
2. Is the work of art appropriate, in terms of scale, materials, and theme for the proposed site?
3. Are there any restrictions or stipulations by the donor that would be difficult for the City to meet?
4. Is the artwork original and one-of-a kind or part of an original series?
5. Is the work of art compatible with the standards of the entire Clive Public Art Collection and does it enhance Clive's diverse collection of art?
6. Has the work of art been properly maintained and conserved so that it can realistically withstand being sited, fabricated, and installed?
7. Are the costs to install and properly maintain the artwork acceptable to the City?
8. What is the expected lifecycle of the work of art?

See Appendix E for more in-depth processes and action steps.

Clive Public Art Master Plan (2018)

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PROCEDURES FOR ADVOCATING PUBLIC ART FOR PRIVATE DEVELOPMENT

Private developers are invited to voluntarily participate in the City of Clive Public Art Program. In order to assure a successful public art project, it is advantageous for the developer to include a public art consultant and/or public artist on their design team early in the design development process. Where desired by the developer, the PAAC will collaborate with them to assist in the selection of an artist and/or work of art.

The acquisition of works of public art requires a commitment by the developer or owner to preserve, protect, and display the work of art in its original condition at the time of installation. The routine maintenance, conservation, and preservation of the work of art will be the responsibility of the facility owner.

FUNDING

Communities adopt various public financing methods to generate funding for implementation and maintenance of public art programs. Often, cities will fund public art projects from a percent-for-art set aside from the entire Capital Improvement Program (CIP) budget. An alternative to this approach is a direct appropriation, oftentimes a per capita allocation, from the city's general fund. The per capita approach works well for communities with significant CIP budgets from year to year. As Clive's CIP budget fluctuates widely from one year to another, the PAAC recommends at a minimum maintaining annual funding of \$1 per capita method of funding for public art.

For additional information on the City of Clive's Capital Improvement Plan see <https://www.cityofclive.com/about-clive/finances-and-budget/capital-improvements-plan>

PUBLIC ART FUNDING

The City will allocate a specific dollar amount per budget year for each City resident, based upon population data certified by the State of Iowa Secretary of State Office. As the community continues to grow over the next fifteen to twenty years to projected build-out population, the public art fund will also steadily grow, allowing the PAAC to set aside funds for larger projects in the future.

City of Clive's Annual Budget: <https://www.cityofclive.com/about-clive/finances-and-budget/city-finance>

The PAAC must have the authority, to the extent permitted by law and by funding sources, to "pool" public art funds to ensure they are directed toward projects with greatest visibility or to the projects with the greatest need for aesthetic design treatment. Budgeted but unspent funds will be pooled and maintained in a perpetual art fund and carried forward at the end of each fiscal year (July 1 - June 30). The fiduciary responsibility of the fund will be held by the City of Clive.

The Public Arts Advisory Commission's annual budget, and a two-year projected budget, will be annually presented to City Council to allow for multi-year Public Arts Advisory Commission contracts. Fiscal allocation guidelines should approximate the following:

- 75% Allocation for the commissioning of major public work(s) of art (includes honorarium, fees, utility, installation, label, and photography)
- 10% Allocation for care and maintenance of public art in the permanent collection (Major conservation, when required, should be fiscally addressed by line-item city budget as part of deferred maintenance.)



Figure 9: Seahorse by Tim Adams. Located at the Aquatic Center. Selected from the 2014 *Art Along the Trail* exhibition.

- 15% Allocation for public art engagement (education and public relations)
- 5% Contingency

GRANTS

Funds for public art can come from a multitude of grant-making agencies at the federal, state, and local levels. The Clive Public Arts Advisory Commission will actively apply for grants from entities such as BRAVO of Greater Des Moines.

GRANT AGENCIES

NATIONAL ENDOWMENT FOR THE ARTS (NEA)

The NEA could continue to be a good source for funding. The NEA accepts applications from nonprofit, tax-exempt 501(c)(3) organizations as well as units of state or local government. The NEA has several grant programs that support public art.

- **NEA – ART WORKS.** The goal of Art Works is to support the creation of art that meets the highest standards of excellence, public engagement with diverse and excellent art, lifelong learning in the arts, and the strengthening of communities through the arts. Within these areas, innovative projects are strongly encouraged. Grants generally range from \$10,000 to \$100,000. In a review of recent Art Works recipients, public art projects generally have a strong statement of community impact and already have artists selected and a sense of the artistic approach for the project.
- **NEA - CHALLENGE AMERICA FAST TRACK.** The goal of Challenge America is to support projects that extend the reach of the arts to underserved populations. These grants are for \$10,000. Challenge America supports professionally directed public art projects. Projects must be visual arts only (such as murals, sculptures, or environmental art) that are developed through community engagement. Evidence of community involvement in the planning, design, or fabrication of the work must be apparent.
- **NEA - OUR TOWN.** Our Town funds creative place making projects that contribute to the livability of communities and place the arts at their core. Grant amounts range from \$25,000 to \$200,000.
- **ART PLACE.** ArtPlace is a collaboration of top national foundations, the National Endowment for the Arts and various federal agencies to accelerate creative place making across the U.S. Participating foundations include Bloomberg Philanthropies, The Ford Foundation, The James Irvine Foundation, The John S. and James L. Knight Foundation, The Kresge Foundation, The McKnight Foundation, The Andrew W. Mellon Foundation, The Rockefeller Foundation, Rasmuson Foundation, and The Robina Foundation. ArtPlace periodically awards grants to organizations doing groundbreaking work in creative place making.

IOWA ART COUNCIL, IOWA DEPARTMENT OF CULTURAL AFFAIRS

The Iowa Arts Council empowers Iowa to build and sustain culturally vibrant communities by cultivating creativity, learning and participation in the arts. Established in 1967, the Iowa Arts Council serves as Iowa's state arts agency and works in collaboration with its federal agency partner, the National Endowment for the Arts, and regional arts partner, Arts Midwest, to build the capacity of Iowa's arts ecosystem. The Iowa Arts Council strives to create opportunities for the arts to flourish in Iowa by nurturing cultural leadership and investing in projects that provide access to arts experiences in communities and public spaces throughout Iowa. Each year, the Iowa Department of Cultural Affairs invests grant funding into projects, organizations and communities that enhance quality of life in Iowa through arts, history and culture. See grants in the Iowa Great Places and Arts Building Communities divisions.

BRAVO GREATER DES MOINES

Bravo Greater Des Moines was formed in 2004 by a collaboration of nine central Iowa local governments, including Clive, to provide reliable funding and leadership to the arts, culture and heritage community. Since that time, a total of 17 partner communities have committed a portion of their hotel-motel tax revenue to Bravo Greater Des Moines to administer a competitive and accountable grantmaking program which includes operating and capital support for arts, culture and heritage non-profits in the region. In addition to investments in the arts, Bravo works to provide leadership to the community in arts and cultural planning initiatives and leveraging impact for the enhancement and elevation of quality of life for residents and visitors.

CLIVE COMMUNITY FOUNDATION

The Clive Community Foundation, a 501(c)(2) nonprofit corporation, was created in June 2007, and exists as an affiliate fund with the Greater Des Moines Community Foundation. A specific pass-through fund should be created within the Clive Community Foundation to accept donations from community businesses, organizations, and individuals interested in contributing to public art for community enrichment. Gifts of cash, stocks, bonds, real estate, or other assets can be made to the Clive Community Foundation and most qualify for maximum tax advantage under federal law.

OTHER FOUNDATIONS

While there are few major regional and national foundations that have public art as one of their primary focus areas, there are several that have art and culture, placemaking and/or community development as a focus, of which public art can be a subset. Many of these foundations also have a geographic focus area. The City of Clive should take a focused look at private and corporate foundations that have these interest areas and that have the Des Moines area in their geographic focus.

COMMUNITY GROUPS AND NEIGHBORHOOD ASSOCIATIONS

Community groups such as neighborhood associations, Lions Club, the Good Idea Club, the Clive Jaycees, or other civic/business associations will be encouraged to work with the PAAC to help fund and maintain artwork. These groups may wish to raise matching funds for artwork placed in a local park or other neighborhood gathering places.

CORPORATE SPONSORSHIPS

The City Council may wish to enhance the City of Clive Public Art Program by seeking additional support for projects beyond the scope of the direct appropriation. The PAAC recommends corporate sponsorships to sustain special public art projects and events. In these cases, the City's approved sponsorship policy must be followed. A copy of the sponsorship policy is available in the City Clerk's Office.

PRIVATE DEVELOPMENT PARTICIPATION

Private developers will be invited to voluntarily participate in the City of Clive Public Art Program. The incorporation of publicly accessible art into commercial and large-scale residential development will be mutually beneficial. Developers will be invited to meet with the PAAC to develop a friendly, informal relationship and to jointly explore the possibilities for the inclusion of public art in their projects. Where desired, the PAAC will offer their procedures, policies, and lists of artists to aid developers in their approach to the acquisition, installation, and maintenance of the publicly accessible art. To encourage developers' participation, the Public Art Advisory Commission will conduct an annual program whereby outstanding private projects incorporating publicly accessible art will receive public recognition by the City Council.

COMMUNITY PARTICIPATION, PROMOTION, AND EDUCATION

Community participation will be at the center of all public art program activities. The Clive Public Art Program will utilize several strategies to help build a community interested in and informed about public art.

Community Satisfaction Survey: Initially, the Clive Public Arts Advisory Commission will survey the community via a citywide satisfaction survey and ask them to state events, people, and sites that are important to them and to Clive. This list will be used as an evaluation tool for future acquisitions and sites for the public art collection. See *Quality of Life Survey (2015)* and *Community Survey on Public Art (2018)*.

Ongoing questions regarding awareness and satisfaction of the Clive Public Art Program will be asked during future satisfaction surveys in order to receive ongoing input from the public.

INTERPRETIVE INFORMATION AND SIGNAGE

The Clive Public Art Program will ensure that every work of art in its collection includes signage. This approach will be used for permanent and temporary commissions as well as for temporary works of art. Signage for all future works of art will include the following elements:

- Name of the artist(s)
- Title of the artwork
- The copyright symbol (©)
- The date of the artwork's creation or installation
- The name of the commissioning organization
- Credit line, sponsorship logos
- At least one sentence of interpretive information (perhaps a quote from the artist, a description of the work, or other text that can help develop understanding of the artwork).



Figure 10: Sample of temporary public art signage.

Additional wayfinding signage, both permanent and temporary, can be utilized to draw attention to new installations, upcoming projects, or “hidden” art. (See image at right) Also consider Utility boxes located near artwork as a template for future public art signage such as the label platform for *Radiance* by Peter Morasco.

PUBLIC RELATIONS & MARKETING

Marketing is critical for any new installation, public art project or event. It helps build awareness in and reach the target audience. If possible, dedicate at least one person on PAAC to marketing and preferably, someone who has some knowledge or interest in it. Listed below are main areas within the realm of marketing to focus on: Print, Media, and Digital. Within each of these areas are examples of avenues and channels you can utilize to market your event and tips to consider while doing it.

PRESS RELEASE

Circulating a press release for each public art project will help spread the word about the project to local, regional, and national media outlets. Press releases will be archived on the PAAC's website to record the program's accomplishments.

Prepare an official press release that is no longer than 1-2 pages in length (using no less than 11-point font or no more than 12-point font, double spaced).

Include:

- A point of contact (for media or general purposes), your organization's name, and contact information (phone and email).
- Include “FOR IMMEDIATE RELEASE” and the date of which the press release is published/distributed at the top.
- Be sure to include the five W's: Who, What, When, Where (map link), and Why
- A direct quote, cited.
- A photo or photos, professional and high resolution. A link to additional images is also helpful. Be sure to provide image credit lines and/or cut lines.
- Include the mission statement for the Clive Public Art Program.

Distribute your press release to local media (print, television and radio) about 1 month before your event or installation. The City of Clive Marketing Department can assist in distribution.

Be sure to keep the email containing the press release as short as possible.

Also, as a courtesy, refrain from sending your press release to individual reporters unless you have already built rapport with a particular individual.



Figure 11: Loop by Mike Sneller. 2018 Art Along the Trail submission.

PRINTED MATERIALS

Information should be made available through program brochures, tour maps, and project fact sheets. Design an event poster or flyer and distribute them around town at key strategic locations that relate to your target audience. Be sure to obtain permission before posting. Annually design a brochure with visual map for the *Art Along the Trail* exhibition. Annually review City publications including welcome materials, maps, and newsletters for inclusion of public art installations.

NEWSPAPER AND OTHER PRINT PUBLICATIONS

PAAC may choose to publish advertisements with the local newspaper or other printed publication. If this is something that is in the budget, you can find contact information and non-profit rates with each newspaper or printed publication.

MEDIA RELATIONS

After distributing the press release, it is worth reaching out to local news media to earn pre-event coverage. If interviews or quotes are requested, direct media to appropriate person to respond or source (artist, city, PAAC leadership).

ONLINE CALENDARS

There are many free online calendars to publish your event on. Many of the local news media also have online calendars. A simple Google search will help you find other community calendars to list your event.

SOCIAL MEDIA

Create a Facebook event. Use this social media tool to publish updates and information about the event and engage with other users on social media about your event. Be genuine in your communications. Utilize other social media platforms like Twitter, Instagram, YouTube, etc. Include an image to grab visual attention.

WEBSITE

As the Web is potentially the first place the public will search for information about the Clive Public Art Program, the Clive PAAC will maintain a website with the City of Clive. The website should be frequently reviewed and updated to present the most current and up-to-date information. The website should also feature a map with images of the Public Art Collection and *Art Along the Trail* installation. Be sure to post the press release and any other flyers or event notices on the PAAC website and the City of Clive calendar. Any events, dedications, installations, or special programs should be available on the website. A roster of current PAAC membership should appear on the website along with contact information for the Director of Leisure Services. The website should also outline ways that financial donations and art donations can be directed to the Public Art Program. The Program's website address is <http://www.cityofclive.com/residents/public-art-program>.

Update City Maps to include public art sites. See <https://www.cityofclive.com/home/showdocument?id=74>

CROSS PROMOTION PLATFORMS

Other Public Art Databases – Add to the Public Art Archive database, a listing of thousands of public works of art across the country. Listings are free. <https://www.publicartarchive.org/>

ANNUAL PUBLIC ART PROJECT PLAN

The PAAC will prepare an annual public art project plan to present to the Council for its consideration and approval. This plan should identify upcoming proposals for public art, the recommended budget, site, artist selection process, and the individual project statement for each proposed acquisition. This annual public art plan will be submitted as part of the budget request for the upcoming year and will identify any funds needed for the maintenance of the public artwork collection.

ANNUAL PUBLIC ART REPORT

To ensure accountability and transparency, the PAAC will publish an annual report to the Council to document the Public Art Program's achievements, acquisitions (with images), funds expended, and account balances retained.

PUBLIC PROGRAMS & EVENTS

The PAAC will capitalize on public art to provide educational opportunities for children, families, residents and visitors. Special care will be taken to build relationships with public schools to create programs such as public art curriculum, artist's visits to schools, public art tours, and participation in public art projects. When feasible, the PAAC will leverage important community events to publicize art events and announcements. See event suggestions in Appendix G.

CARE AND MAINTENANCE

Acquisition of art requires the responsibility of the City to act as a steward of its collection. Any artwork owned by the City of Clive is an investment with the potential to appreciate in value. The City will be responsible for protecting the value, integrity, and authenticity of artwork that is acquired for its public art collection. The Clive Public Art Program must allocate funds and time to the annual assessment, maintenance, and repair of the collection. If maintenance is done regularly, it can be routine and easily budgeted for.

For each public work of art, the artist will be required to submit maintenance requirements and guidelines to the City. This statement should include (if applicable): all materials used including interior structure/armature, paint colors and sealants, how to care for the work of art (step-by-step), expected annual maintenance and long range care, artist contact information and any fabricator's contact information. In turn, the City will maintain the artwork and make decisions regarding repairs and restoration based on the maintenance guidelines submitted by the artist and in consultation with the artist as necessary. The City will not intentionally destroy, damage, alter, or modify artwork, and the artist will be informed of any alteration to their artwork.

There are three elements to the Clive Public Art Program maintenance plan: a system for engaging staff and professional conservators to perform routine and major maintenance and restoration, a tracking system, and a system that provides adequate funding. *For care recommendations on specific types of artwork, see Appendix H.*

CONSERVATION/RESTORATION

An indispensable facet of a maintenance plan is a network of individuals who can be called on for major and routine maintenance. The Clive Parks Department will be responsible for the routine maintenance of the artwork and its surrounding area. Care should be taken to train these employees on proper everyday maintenance techniques for the art under their care. For art that requires specialized conservation or restoration, the City will contract with qualified artists, fabricators, or conservators to perform the maintenance.

Conservation Resource: http://www.getty.edu/conservation/publications_resources/newsletters/27_2/public_art.html

CONDITION ASSESMENT & TRACKING

Annually, a member of the Public Arts Advisory Commission and/or City staff will physically visit each public work of art in the Public Art Collection. This annual public art check follows similar area cities such as West Des Moines and is especially important due to the seasonal fluctuations Central Iowa experiences. During this visit, they will complete a condition report including photo-documentation, note any care requirements, and schedule maintenance and conservation requirements. Persistent graffiti should be addressed quickly and may require the relocation of a work of art.

Planning for maintenance requires keeping tabs on a number of resources. A database will contain current information about the physical characteristics of public works of art and their maintenance requirements. The database will also store all reports about the artworks' condition assessments and treatment histories. These records will be maintained, kept current, and be accessible via the City Clerk's Office and the electronic document center.

See Appendix H: General Care and Maintenance of Public Works of Art.



Figure 12: Paths Unite by James A. Bearden. Located at 1900 NW 114th St.

FUNDING FOR MAINTENANCE

An important element of a maintenance plan is adequate funding for the restoration and repairs the public art collection needs. Care and maintenance for each public work of art will be built into the acquisition costs and budgeted at 10% of the total acquisition expense and will be placed into a perpetual fund account with the City.

Additional (non-routine) costs are to be considered outside of normal repair work and maintenance, which will be done routinely by the City's maintenance and engineering departments. These funds will come from the Care and Maintenance Fund and be supplemented as needed by the PAAC general fund.

INSURANCE

For artwork in the City's permanent collection loaned to other institutions, that institution must provide insurance coverage. Prior to final loan approval, the City of Clive Public Art Program must receive a certificate of insurance stating such coverage.

ARTIST'S RIGHTS

VISUAL ARTISTS RIGHTS ACT (VARA) - 1990

The Visual Artists Rights Act is federal legislation designed to protect artists and their artwork. VARA allows artists to claim what are called rights of attribution and disassociation. Artists claiming the right of attribution under VARA are acknowledged as the creators of the artworks, whereas artists claiming the right of disassociation can prevent the attachment of their name to artworks they did not create or that have been modified in ways that could prove prejudicial to the artists' reputations.

Recognizing that public art may be inseparable from the site for which it is created, the Clive Public Art Program will acknowledge artists' rights under VARA and encourage City departments or site agencies not to move or remove artwork unless its site has been destroyed, use of the space has changed, or compelling circumstances require relocation.

In such a case, the City will develop a contract with every artist and work of art in the Clive Public Art Program collection for dealing with such modifications. The contract will identify procedure for notifying the artist of impending site changes where the art- work is displayed and for the artist to provide or withhold consent to be involved in the changes. The City of Clive Public Art Program will take every measure to balance its role as an advocate for artists with its responsibility to represent the interests of the City of Clive. Contracts developed leaves the artists' VARA rights intact and creates a mechanism for assessing and handling unexpected disruptions to the artwork.

Source: 17 U.S. Code § 106A - Rights of certain authors to attribution and integrity
<https://www.law.cornell.edu/uscode/text/17/106A>



Figure 13: What We Love About Clive by Sarah Grant. Located at NW 86th St. & Franklin.

RECORDKEEPING

When a new work of art enters the Clive Public Art Program's collection, the Program accumulates and retains historical facts about the commissioning or purchasing process. Reliable records help write the cultural history of the city as time passes. Good documentation is essential to ensuring that a collection is properly cared for and maintained.

The Public Arts Advisory Commission and City public art staff will maintain a digital Public Art Collection Checklist and Object Archive for all existing and new public works of art owned by the City of Clive. This checklist will be updated annually.

The City public art staff will establish and maintain a physical and digital permanent file for each accessioned public work of art into the permanent Public Art Collection. The Object Archive will exist to file all information regarding each accessioned public work of art in the permanent Public Art Collection. The Archive should contain any materials related to the design development of the work of art (drawings, models, studies, etc.), copies of contracts, the care/maintenance recommendations, annual condition reports, public artist's professional resume and professional photos of the installed work of art.

- o The following object information shall be collected and maintained as part of the permanent record for each public work of art accessioned into the Public Art Collection.
 - Artist, life dates, nationality
 - Title of public work of art, year of completed work of art
 - Dimensions
 - Media
 - Site of public art
 - Years of the public art project, from beginning through installation and dedication
 - Artist's statement regarding public art and maintenance statement
 - Selection Panel's Public Art Statement
 - Members of commissioning Selection Panel and Public Arts Advisory Commission during project

THE ACCESSION NUMBER

Each work of art owned by the City of Clive should be designated an accession number by City staff that is unique to the work of art. The permanent collection accession number should utilize the year accessioned into the collection, followed by the serial, numerical number of objects accessioned in that year, example 2018.1, followed by 2018.2. The accession

number should be physically and permanently applied to the public art and on the adjacent label. The accession number is the dominant designation for creating and maintaining the Public Art Collection Archive.

DEACCESSION

An object that is no longer relevant or useful to the purposes of the Clive Public Art Collection should be “deaccessioned.” When public art in Clive has outlived its useful life, has become culturally unacceptable, damaged, or in any other way inappropriate for exhibition in Clive, it will be deaccessioned or removed from the community as sanctioned public art.

Deaccessioning should be a seldom-employed action that operates with a strong presumption against removing public art from the City of Clive’s permanent Public Art Collection. Deaccessioning should be cautiously applied only after a careful and impartial evaluation of the artwork to avoid the influence of fluctuations of taste and the premature removal of a work of art from the collection. Public art may be considered for review toward deaccessioning if one or more of the following criteria apply:

- The condition or security of the public art cannot be reasonably guaranteed.
- The public work of art requires excessive maintenance, has faults of design or workmanship, and repair or remedy is impractical or unfeasible.
- The public art has been damaged and repair is impractical or unfeasible.
- The public art’s physical or structural condition poses a threat to public safety.
- No suitable site is available, or significant changes in the use, character or design of the site have occurred which affect the integrity of the public work of art.
- Significant adverse public reaction has continued unabated over an extended period of time (at least five years).
- Deaccessioning is requested by the artist.
- The site and/or agency housing the public work of art is undergoing privatization.

Whenever a public work of art in the collection is being considered for deaccessioning, the artist shall, whenever practical, be given the first right of refusal to purchase the work at current fair market value.

If feasible, donors or their immediate descendants will be notified as a courtesy when donated objects are deaccessioned.

With administrative assistance from the City Manager's Office, and final approval from Council, the Clive PAAC is responsible for recommending the deaccession process for works art. All works to be deaccessioned must be presented to the City Council for final approval.

Objects that are no longer desirable in the City of Clive Public Art Collection may be:

1. Exchanged for another object meeting the criterion of the City of Clive Public Art Collection acquisition policy. Exchanges will be with other reputable organizations (museum, private businesses, or other municipal collection, with preference given to non-profit or cultural organizations rather than commercial entities).
2. Sold at public auction or to a reputable buyer in a public sale. If disposal is by sale, preference may be given to a public auction for transparency. If the object is sold, the monies must be used to acquire future objects that meet the purposes and goals of the City of Clive Public Collection or for conservation of the City of Clive Public Art Collection.
3. If an object has seriously deteriorated or been irreparably damaged, it may be deaccessioned from the collections and destroyed in an appropriate fashion.



Figure 14: *Slow Awakening* by Stephanie Sailer. Located at 1900 NW 114th St.

(Suggested 2018 updates in red)

PUBLIC ARTS ADVISORY COMMISSION

26.01 Purpose

26.02 Commission Organization

26.03 Qualifications

26.04 Powers and Duties

26.05 Appeal Process

26.01 PUBLIC ARTS ADVISORY COMMISSION PURPOSE. A Public Arts Advisory Commission, herein referred to as the Arts Commission, is hereby established to advise and assist the Council in the promotion of public art within the city's physical environment and public spaces.

26.02 COMMISSION ORGANIZATION.

1. The Arts Commission shall consist of an odd number of members (between five (5) and nine (9)), appointed by the Mayor with the approval of the Council. All members of the Arts Commission shall serve as such without compensation except for reimbursement of necessary expenses, subject to the approval of the City Council.
2. The appointment of each member of the Arts Commission shall be for staggered terms of three (3) years each. At the time of the initial appointment, the Mayor shall designate the length of term for each member to provide for staggered terms.
3. Upon appointment, the Arts Commission shall be called together by the Mayor and shall organize by electing one member as chair and one as secretary from any of its members for a term of one year with eligibility for reelection.
4. The Arts Commission shall meet at least once per quarter with a majority of the members constituting a quorum. The **Director of Leisure Services** or designee shall act as staff to the commission.
5. Any Commission member may be removed from the Arts Commission by the Mayor, with the concurrence of the Council, for good and sufficient cause. This shall be stated in writing and filed with the Clerk and a copy thereof filed with the Chair of the Commission. Continued absence of any member from meetings of the Arts Commission shall, at the discretion of the Mayor, render any such member liable for immediate removal from appointment with final approval by the Council. Any member absent from three (3) consecutive meetings without being excused shall be considered as having vacated his/her appointment. In the event a vacancy arises, a new Commission member shall be appointed by the Mayor with the approval of the Council, and the Commission member so appointed shall serve out the unexpired term. Said vacancy shall be filled within sixty (60) days after the position becomes vacant.

26.03 QUALIFICATIONS. Membership shall be a diverse mixture of citizen representatives of the community at large who are recognized for their interest or experience in connection with the visual arts. Members shall not hold any **elected** office within the City government.

26.04 DUTIES OF THE COMMISSION.

The Arts Commission shall have the following duties:

- 1) Act in an advisory capacity to the City Council on matters pertaining to visual public art within the city;

Clive Public Art Master Plan (2018)

- 2) Hold regular public meetings and maintain a written record of its proceedings;
- 3) Uphold a general policy for inclusion and approval of visual art in public places and projects;
- 4) Make recommendations to the City Council on the allocation of budgeted city funding for visual arts programs and services;
- 5) Prepare an annual report to the Council summarizing its activities during the preceding year and recommendations for proposed activities for the succeeding year; and
- 6) Adopt such rules and regulations to govern its internal organization and procedures as it may deem necessary and which are not in conflict with this Chapter or this Code and present to the City Council for its consideration and approval.

26.05 APPEAL PROCESS. Any person aggrieved by a decision by the Arts Commission may file an appeal with the City Council within thirty (30) days of the action appealed from.

APPENDIX B: SURVEY AND INPUT - SYNTHESIS OF FINDINGS

As the revised Master Plan process developed it was paramount to consider all of the factors that inform the development of a meaningful public art program for Clive. As a tool, it's useful to identify and analyze Clive's current situation from the perspectives of strengths, weaknesses, opportunities and threats. This SWOT analysis is a valuable tool for any plan. For this purpose, the consultant used the following list of findings to help establish a guided community-centric vision for the next decade of Clive's public art program, set goals to fulfill the vision and draft short- and long-term recommendations with project opportunities (Appendix G) to guide the flourishing of the city's public art program formalized in 2008.

SWOT ANALYSIS - STRENGTHS, WEAKNESSES, OPPORTUNITIES & THREATS

Findings from the in-person SWOT analysis with the Public Art Advisory Commission and a stakeholder group of citizens, city leadership, and business leaders:

PAAC RESULTS

STRENGTHS

PAAC & PAAC Members

- PAAC has a lot of passion and drive
- Meet regularly
- Good diversity on PAAC committee
- PAAC wants to do more
- Most of the people on the committee are open to new ideas
- Promotes public art
- Once a project is identified, it gets done
- PAAC meets regularly

PAAC Programs

- Selectively place art along the trail with purchases yearly
- The artwork we present on the trail, the first in the area to accomplish this
- Engage public and private education art students
- Focus upon distinction of Clive
- Art Along the Trail*
- Kids for Art Contest
- A lot of private/public art

City Council & City Staff

- Support of City Council
- Funded by City Council
- Todd assigned to this as a committee person/advocate
- “We have the forward thinking people in the City management. They seem to be able to make plans and follow through.”
- Supportive Mayor and Council members for the arts during tough times

Funding

- Active grant applications
- Creativity – they have explored ways to leverage funding to accomplish goals and specific projects in creative ways that get them done (Bravo, Clive Foundation)
- Todd gets grant \$\$
- Have community that raises money

Partnerships

- Tom and others are well connected

Clive

Clive Public Art Master Plan (2018)

- Clive has great resources in its people who want to make a better community in all respects
- They think of us as having the financial wherewithal to be doing this (the “rich town”)
- Established
- Clean
- Open/park spaces
- Nature/Bike trail
- “Distinctive by Nature” theme/motto

WEAKNESSES

Vision & Goals

- Focus of long range plan
- “I think we set the tone but need businesses to use art in or around their facilities”
- Big ideas, but need to have action plan

Maintenance

- Upkeep of bike/walking path (trail)
- Collection upkeep

Funding & Resources

- Why can’t we use more resources?
- Size of city / funding is less
- Larger specific funds from the tax base
- PAAC funding low compared to West Des Moines

Clive

- I think surrounding cities are more willing to take risks
- Others might see Clive as ‘unapproachable’
- Small town
- No city center yet
- Size, number of zip codes people participation
- Others see Clive as expensive
- Older part of town poorer and high rental property density
- Some people still [upset] about red light cameras

PAAC & PAAC Members

- They are not bringing us together to be the 1st voice of what we could be doing. It sounds like we have a bunch of members with ideas that never get to surface.
- Don’t request our connections
- No real focus
- Relies too much on Todd to accomplish ideas
- Ability to work outside of meetings
- Schedules, many of us are very busy
- PAAC needs to identify how to move to next level
- Engage all commission members
- PAAC not a big commission – not much interest by members

Promotion

- “I think the biggest weakness is it’s kind of a ‘secret’, not intentionally, but never the less”
- No real promotion
- Social media presence
- Participation/promotion at other community events

PAAC Programs

- More visual artwork in key places

- Not sure Clive Fest hits the mark, especially when bad weather
- Repetitive events

OPPORTUNITIES

PAAC & PAAC Membership

- Strength of “out of box” ideas
- Talented committee to give input
- Bring us [PAAC] together for a brainstorming session in a creative environment
- Working with creative people to bring about new projects
- Work together with all the City employees to have project done well
- Look more for collaboration in City groups and with employees
- Unmet needs

Funding

- Creatively seek alternate funding sources
- Partnerships with foundation – private \$\$

PAAC Programs

- Opportunities to grow our indoor and outdoor collection
- Engage a wide variety of artists
- Tie in more events
- Raise a destination piece
- Bike trail
- Support of community
- Support of elected officials

Clive

- Clive has lots of great community development growth potential
- Outdoor space is wonderful
- “Hidden gem”
- Bike trail may be great opportunity
- “With our corridor open, we have the opportunity to plan the look and feel we thing would help bring new businesses and encourage families to get out and use the resources we provide.”
- New development out west

THREATS

Funding

- Funding streams
- Funds
- Financial issues if conditions change
- Limited resources from City
- Funding pulled

PAAC & PAAC Membership

- People misunderstanding PAAC
- Commitment, or lack of
- Busy schedules
- Relying on Todd’s (and other city staff) limited time

PAAC Programs

- Lack of uniformity – is the art collection cohesive, complimentary?
- Not viewed as original

- Vandalism of art
- Not attending events

Clive

- Any negative publicity that isn't addressed would hurt
- Downturn in economy
- Public seeing value and cost of art being a burden

Area Cities

- Other cities are spending more on art
- WDM (West Des Moines)
- Growing program in West Des Moines

STAKEHOLDER MEETING INTERVIEW

Several general questions were asked of the participants at the stakeholder meeting:

What were the City of Clive's greatest successes last year?

No tax increase, paving projects, AAA Bond, new city manager, Greenbelt Trail, Film city staff, Mercy Medical center, NW developments, free health clinic, Clive Community Foundation, Goats project

What would you see as the most exciting prospective projects or developments in Clive over the next year?

Greenbelt Trail – shelter at 100th, Campbell bridge, Fire station, Chamber, Aquatic Center, new Canary Park, Quality of Life study, staff, beautifications around tank farm, *Art Along the Trail*, Stream banks – storm water impact and watershed

What would you like to see happen with Public Art Advisory Commission in the next year? The next 5 years?

Big project, *Radiance*, performance art, take *Art Along the Trail* to the next level, create a sculpture park, accessibility, change of venues for art, regional connections, mix up types of art, interactive art, smart phone app, connect more with Bravo Greater DM, streetscapes, business investments, more PR, focus on “uniquely Clive”

What results do you want for public art in Clive in the next year? In the next 5 years?

Motto – readdress, storytelling focus, 86th & Swanson installation, creation event, waterways focus, unveiling events to build excitement and educate, adapt Greenbelt study, JN “Ding” Darling connection, art into infrastructure, higher level of philanthropy, strong fundraising, neighborhood engagement – use HOAs, artist led art, planting and landscape art

SWOT ANALYSIS - STAKEHOLDERS

A general in-person survey was conducted a stakeholder group of citizens, city leadership, and business leaders. The results of the survey are as follows, numbers after responses indicate duplication of answers:

STRENGTHS

PAAC & PAAC Programs

- Art Along the Trail* - 4
- Steward of and public art interest within city
- Well planned
- Leadership on public art outside of DSM
- Solid collection already started
- Solid process in place to complete programs and projects

Clive Public Art Master Plan (2018)

- Experience working on complicated art commissions
- PAAC has a great mix of perspectives
- Good focus on children
- Art incentives, increase interest in public concerning art
- Community involvement
- One of the regional founders of public art
- Some major installations
- Great commitment from staff (Todd / Matt)

City Council & Staff

- Supportive city leadership / support - 6
- Great staff
- City council support

Funding

- Financially sound
- Fairly secure public investment

Partnerships

- There is a definite interest in public art as it indicated by today's discussion

Clive

- Greenbelt Trail - 3
- Natural Greenbelt
- Greenbelt Plan and identified neighborhoods – build on it
- Progressive view of natural resources – Greenbelt
- Natural setting for art
- Parks
- Nature
- A lot of green space
- Remaining open space
- Decent amount of space to put art
- Unique neighborhood
- Unique identity
- High quality services
- Family friendly
- Relatively affluent community interested in art
- Clive is a close-knit community
- Low taxes
- Affordable housing
- High income base
- Low cost of living
- Supportive population / community
- Strong volunteers
- Location: main traffic ways – University, Hickman, 86th

WEAKNESSES

PAAC & PAAC Programs

- More intentional structure of the commission
- Still small scale works of art focused on “plop” art
- Lack of integrated approach
- Lack of PAAC involvement – too much staff diversion

- Art is spread out – while overall that is nice, doesn't make it a central "destination"
- Reaching a younger generation
- Underserved communities (youth, elderly?)
- Fear of risk-taking w/ public art
- There is a limited amount of art on display
- No interactive art or destination
- Marketing / promotion of current pieces and future opportunities
- Program is too focused on metal sculpture right now
- Accessibility
- Accountability
- Sustainability is a question
- Understanding what to do next
- Suggestion of a space for all sculptures is a reminder that we lack a large recreational park
- Diversity
- No clear long-term vision or assessment on vision

Funding & Resources

- Need more robust fundraising
- DSM has the public-private partnership already established
- Private sector relatively untapped
- Waste of resource/ space
- Lack of business involvement
- Financial support from donations / private sector

Clive

- Clive's weakness is to neglect certain areas of Clive
- Border locked
- Sprawl
- Budget constraints
- City is too focused on keeping the levy low
- No true downtown or "center"
- Tank farm
- Relatively small population base

Area Cities

- West Des Moines art, natural flow is better
- The City of Des Moines and West Des Moines appear to have a somewhat better system – probably because of funding
- Pappajohn [Sculpture Park] w/ Nomad – and iconic statement
- Pappajohn sculpture park – focused, donors, public art foot print

OPPORTUNITIES

- Diversity
- Natural greenbelt's water story
- Untapped improvement on around trail – destination sites
- Improvement of trail
- A lot of possibility with the trail
- Integrating art into public infrastructure investments - City is anticipating significant uptick in infrastructure investments, public art can take on.
- New projects being planned can incorporate art
- Incorporation into future infrastructure projects
- New developments in Western Clive

- Continued growth – proactive and aggressive community development
- Community / neighborhoods
- Untapped potential of businesses and neighborhood engagement
- Neighborhood and HOA groups
- Business inclusion
- Solid foundation already in place, easy to build onto it
- There is a definite interest in art by the Clive community
- People are more aware of art in general, and appreciate the added value
- Because Clive has lots of young kids perhaps have art specifically for them
- Community Foundation
- Policy leaders support art
- Good *Art Along the Trail* initiatives to build from
- Expand AAT program
- It's a good beginning for young and not well-known artists to have their work displayed
- Embracing artist opportunities
- Drawing people from surrounding areas to have Clive be their destination
- Maturation of Gen X
- Ability to take advantage of open land to “Force” integration of art into new development
- Economic growth
- Regional integration
- Think regional
- Interactive art via – tech, play, sound
- Public art program should be fairly integrated with and leverage the city commitment to the Greenbelt trail – start here
- Use the schools and young people to help create art and build ownership
- Many blank canvases

THREATS

PAAC & PAAC Programs

- Manpower
- Public fatigue
- Waning of public support for public art city-lead investment
- Evolving existing programs, take AATT [Art Along the Trail] to the next level
- Confusion on next steps
- Failure to win public trust
- Complacency
- Relying on private enterprise
- AAT becoming stale and uninteresting
- Getting stale and not evolving
- Waning interest
- Apathy towards benefit of public art
- Making public art destination friendly
- People may choose another city with more accessibility to public art
- Art that isn't accepted by majority

City Council & Staff

- Elected officials disinterest

Funding

- Funding
- Constraints of City budget, \$\$\$

- Lack of private dollars to support programs
- Lack of funding
- State and Federal resources reduced
- Hard to know how donations impacted by tax changes
- Lack of funding
- Cost
- Lack of funding long term
- Public Art Commission's ability to fundraise for long-term sustainability
- \$
- City budget issues – being cut from the budget
- Lack of commitment to fund public art

Clive

- Over development with outdated architectural designs
- Loss of green space through development – green space should be part of every new development
- Public apathy
- Raising taxes too much

Area Cities

- More cities are jumping on the art bandwagon, not necessarily unique to have public art
- Ankeny / Waukee / etc. installations in development

Other

- Isolation of families and individuals (digital, don't know neighbors)

COMMUNITY SURVEY

A general online survey open to the residents of Clive was conducted with 88 participants and the following summary of results followed by graphs:

Most respondents are somewhat to modestly familiar with the public art collection in the City of Clive.

Most respondents drive, walk or bike past a work of public art in Clive between 2-5 times a month and 4 times a week or more.

Most respondents are somewhat to very satisfied with the *quantity* and *quality* of public art in Clive.

42% of respondents use the public art collection most during family walks. Concerning is that 53.4% of respondent “don’t use the public art collection”.

When asked “What is the role of public art?” 95.3 % of respondents believe that the role of public art is to beautify and enhance; followed by to support artists, inspire creativity, create neighborhood identity, enhance economic development, and celebrate history.

When asked “What’s your relationship to public art?” 77.2% of respondents responded “I like it” with another 18.1% responding “I am neutral”.

Respondents were asked “Where do you want to see public art?” and 34% responded in recreation areas/parks with an additional 22.7% wanting art along Greenbelt Trail. Low priorities were in a sculpture park and major intersections.

When asked “What public art would you most enjoy?” the predominant answers were sculpture, fountains, functional art (benches, bike racks, etc.), children’s art, landscape/earthworks, and murals. Low on the list were 2-D art, digital art, and textiles.

When asked to identify the top three themes for future public artwork in Clive, the top selections included landscape/gardens, nature/eco, and whimsical art/humor. The lowest ranked themes were cultural symbols, iconic art, and human figure.



Constant Contact Survey Results

Survey Name: Public Art Survey

Response Status: Partial & Completed

Filter: None

5/24/2018 3:25 PM CDT

TextBlock

The

City of Clive public art program has been in existence for ten years. Over those ten years several permanent art installations have taken place, along with a seasonal temporary display along the Clive Greenbelt Trail. The public art program is in the process of updating its master plan, and needs your input to help make public art in Clive community driven.

Please

take a moment and complete this survey. Your input will help guide the Clive Public Art Commission as they work to update this important document that will guide public art in Clive for the next ten years. By completing this survey you will also be entered into a drawing for a \$50 Amazon gift card. More information on how to enter at the end of the survey. THANKS!

How

familiar are you with the public art collection in the City of Clive?

Answer	0%	100%	Number of Response(s)	Response Ratio
Very familiar			12	13.6 %
Somewhat familiar			24	27.2 %
I know 2-4 works of art in Clive.			28	31.8 %
I know one work of art in Clive.			8	9.0 %
Not familiar			16	18.1 %
No Response(s)			0	0.0 %
Totals			88	100%

How

often do you drive, walk, or bike past a work of public art in Clive?

Answer	0%	100%	Number of Response(s)	Response Ratio
Once a month			7	7.9 %
2-5 times per month			20	22.7 %
Once a week			16	18.1 %
4 times a week or more			37	42.0 %
Never			8	9.0 %
No Response(s)			0	0.0 %
Totals			88	100%

How

satisfied are you with the quantity of public art in Clive?

Answer	0%	100%	Number of Response(s)	Response Ratio
Very satisfied			49	55.6 %
Somewhat satisfied			33	37.5 %
Not satisfied			4	4.5 %
No Response(s)			2	2.2 %
Totals			88	100%

How

satisfied are you with the quality of public art in Clive?

Answer	0%	100%	Number of Response(s)	Response Ratio
Very satisfied			60	68.1 %
Somewhat satisfied			23	26.1 %
Not satisfied			3	3.4 %
No Response(s)			2	2.2 %
Totals			88	100%

How

do you use Clive's public art collection?

Answer	0%	100%	Number of Response(s)	Response Ratio
As a gathering place			0	0.0 %
Sightseeing with visitors			3	3.4 %
Photograph			0	0.0 %
Education			1	1.1 %
Family walks			37	42.0 %
I don't use the public art in Clive.			47	53.4 %
No Response(s)			0	0.0 %
Totals			88	100%

What

is the role of public art? (Choose all that apply for you.)

Answer	0%	100%	Number of Response(s)	Response Ratio
To beautify and enhance			82	95.3 %
To celebrate history			29	33.7 %
Enhance economic development			16	18.6 %
To inspire creativity			53	61.6 %
Create neighborhood identity			44	51.1 %
To promote tourism			12	13.9 %
As a platform for social change			9	10.4 %
To support artists			57	66.2 %
To encourage community development			41	47.6 %
Totals			86	100%

What's

your relationship to public art?

Answer	0%	100%	Number of Response(s)	Response Ratio
I like it			68	77.2 %
I am neutral			16	18.1 %
I dislike it			2	2.2 %
I don't understand it			2	2.2 %
No Response(s)			0	0.0 %
Totals			88	100%

Where

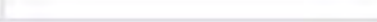
do you want to see public art?

Answer	0%	100%	Number of Response(s)	Response Ratio
Major intersections			6	6.8 %
During transit			2	2.2 %
Along the Greenbelt Trail			20	22.7 %
In a sculpture park			5	5.6 %
In my neighborhood			7	7.9 %
In recreation areas and parks			30	34.0 %
In unexpected places			9	10.2 %
I don't want to see any more public art			3	3.4 %
Other			4	4.5 %
No Response(s)			2	2.2 %
Totals			88	100%

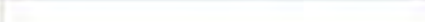
What public art would you most enjoy?

Answer	0%	100%	Number of Response(s)	Response Ratio
Landscape / earthworks			44	51.7 %
Murals			37	43.5 %
Music/sound			17	20.0 %
2-dimensional			7	8.2 %
Street art			20	23.5 %
Sculpture			59	69.4 %
Performance art / theater and dance			18	21.1 %
Fountains			56	65.8 %
Light installations / projections			21	24.7 %
Digital art			7	8.2 %
Interactive art			30	35.2 %
Children's art			45	52.9 %
Student art (local)			32	37.6 %
Architectural art / design			20	23.5 %
Textiles			5	5.8 %
Large scale installations			15	17.6 %
Functional art (benches, bike racks, etc.)			54	63.5 %
Monuments / memorials			17	20.0 %
Other			0	0.0 %
Totals			85	100%

Top three themes for future public artwork in Clive:(choose three)

Answer	0%	100%	Number of Response(s)	Response Ratio
Cultural symbols			10	11.6 %
Diversity			22	25.5 %
Nature / Eco			49	56.9 %
Whimsical art / humor			35	40.6 %
Iconic art			8	9.3 %
Human figure			5	5.8 %
Sports - biking / walking			30	34.8 %
Historical			18	20.9 %
Animals			22	25.5 %
Landscapes / gardens			53	61.6 %
Other			0	0.0 %
Totals			86	100%

What funding sources should support public art?

Answer	0%	100%	Number of Response(s)	Response Ratio
Tax dollars			26	30.2 %
Hotel / Motel tax dollars			38	44.1 %
Private donations			78	90.6 %
Grants			62	72.0 %
Other			0	0.0 %
Totals			86	100%

How

would you like to be involved with public art?

Answer	0%	100%	Number of Response(s)	Response Ratio
Help an artist create a mural or other piece of public art			4	4.8 %
Participate in a one day outdoor event/festival to create your own artwork			14	16.8 %
Observe a one day outdoor event in which others in the community create			16	19.2 %
Serve on the Public Arts Advisory Commission			4	4.8 %
Help design and plant a themed garden			6	7.2 %
Contribute money or time			13	15.6 %
Encourage my club, church, group or company to sponsor a public art project			4	4.8 %
Suggest a potential public art project			5	6.0 %
Suggest a potential location for public art			5	6.0 %
Attend a public art performance - theatre, dance, film, concert, etc.			31	37.3 %
Attend a public art walk or unveiling			28	33.7 %
Asks other for funding for public art			1	1.2 %
I don't want to be involved with public art			29	34.9 %
Totals			83	100%

Enter your name and email address here to be entered into the drawing for the \$50 Amazon gift card.

Thank you for taking the time to share your thoughts on public art in Clive.

60 Response(s)

The following Public Art Zone information is adapted from the 2008 Master Plan with some minor additions and inclusion of sources.

ZONE 1: NW 86TH STREET CORRIDOR

NW 86th Street has a long history of serving the Clive community as a major vehicular and commercial link for businesses, industrial uses, and shopping. Once named Clive Road, the NW 86th Street Corridor has played a key role in the development of the City of Clive from its railroad settlement in the 1880s. However, throughout the years, the commercial, residential, and municipal uses became spread throughout the city.

In a response to reinvigorate the NW 86th Street Corridor as a central destination for residents, the City's leadership recognized the importance of creating a redevelopment master plan for the corridor.

In 2004, the City approved the NW 86th Street Corridor Plan with the following vision:

“The NW 86th Street Corridor shall be an economically viable, diverse place with quality residential, commercial, service, employment, and recreational uses in an identifiable setting that draws residents and patrons to the Corridor.”

Additionally, the City developed a streetscape master plan for the NW 86th Street Corridor to be a continuation of the approved NW 86th Street Corridor Master Plan. Public art promises to have a prominent and significant role in these planned improvements. In 2017-2018 the 86th Corridor Redevelopment remains a “Top Priority” for the City. (Source: <https://www.cityofclive.com/about-clive/clive-strategic-plan>)

Potential locations for public art along the NW 86th Street Corridor are detailed in map form within Appendix C.

ZONE 2: CITY CAMPUS AND SCHOOLS

City Campus facilities at NW 114th Street consist of City Hall which houses the city's Council Chambers and the departments of Administration, Community Development, Parks and Recreation, and the Public Library. The Aquatics Center is southeast of City Hall, and the Public Works Building is located northeast of City Hall. Additionally, the City purchased an additional 5.23 acres adjacent to the Aquatics Center and with Greenbelt Trail access for possible future civic development.

During the strategic planning process in 2007, one of the major goals identified by the Council was “To make the City Campus a focal point, Clive's 'town square.'” To achieve this goal, a priority should be given to art included on Clive's City Campus as a means to strengthen its core identity. Public works of art can strengthen the City Campus' image, advocate for nurturing ties between the City Campus and neighborhoods, and attract residents and visitors to the campus.

Public schools within Clive City limits should be a focus for placement of significant works of art or a community driven art project/installation. Public art at school sites allow visual access to artwork to foster artistic appreciation in children, students, educators and families.

ZONE 3: PARKS, TRAILS, AND RECREATIONAL SITES

One of the most powerful amenities in Clive is the unique green space and the intertwining parks, trails, and streams that make the natural environment accessible to all. The Parks & Recreation Department currently maintains sixteen parks, with more parks to come as the northwest portion of the city develops (See Future Parks Development below).

City park land totals over 350 acres and nine miles of recreational trails. These amenities are important gathering places for the community. Public works of art can enrich people's experiences by providing an historical context and a richer connection with the site.

Neighborhood parks offer opportunities for residents to be involved in the selection of artwork. As parks and trails are renovated or new sites created, artists should be a part of the design team. Artworks for these outdoor areas can be functional - such as water elements, landscaping, play equipment, picnic area, paths, and benches - or signifying features of historical references.

Public art within park property must meet certain special criteria related to the presence of active children, park maintenance methods, and each park's unique character.

The Greenbelt Trail, including all of the connections to nearby neighborhoods, provides for a paved surface 11.3 miles in length. Clive's Greenbelt Park stretches nearly the entire length of the City and is recognized as a landmark feature of the community.

Future Parks Development

- Alice's Road Park Site - The City owns nearly 20 acres along the west side of Alice's Road just north of Little Walnut Creek. Plans will be developed in the coming years for amenities for this new park.
- Alice's Road Greenbelt Trail - With the assistance of grant funds from the Iowa Department of Transportation State Recreational Trails Fund, the trail and bridge have been completed.
- Greenbelt Addition West of Alice's Road - With the assistance of REAP grant funds, the City purchased 53 acres along Little Walnut Creek.

Source: <https://www.cityofclive.com/government/parks-and-recreation/parks-trails>

ZONE 4: GATEWAYS

The entrances to the City are important locations to express Clive's identity. City leaders, citizens, and City staff have expressed a strong interest in using public art to help mark these entrances. Gateways can help create a more distinct identity for Clive by differentiating it from adjacent communities.

The city of Clive is substantially fragmented into two parts by Interstate 35/80, such that the only way to travel from one to the other within the city is by means of the two city limits boundary streets of University Avenue and Hickman Road. The continued strategic placement of public art as a consistent occurrence throughout the city offers the opportunity, along with other means, to create a strong sense of continuity of the city's character and image.

While there are many streets leading into Clive, major gateways include:

- Hickman Road and NW 86th Street
- Hickman Road and 100th Street
- Hickman Road and Interstate 35/80
- Hickman Road and 128th Street
- Hickman Road and 142nd Street
- Hickman Road and Berkshire Parkway
- Alice's Road and Meredith Drive
- University Boulevard and 73rd Street
- University Avenue and NW 86th Street
- University Avenue and Interstate 35/80
- University Avenue and 100th Street
- University Avenue and 128th Street
- University Avenue and 142nd Street

For additional information on traffic, roads, and other transit in Clive, see <https://www.cityofclive.com/home/showdocument?id=1691>

For additional information on the City of Clive's priorities for development and/or redevelopment see <https://www.cityofclive.com/about-clive/clive-strategic-plan>

ZONE 5: MAJOR COMMERCIAL DEVELOPMENT AREAS

This category targets commercial projects that are zoned in Commercial and Planned Unit Development districts throughout the entire city.

The PAAC will work with property owners and architects on both new commercial construction and redevelopment projects and encourage them to incorporate public works of art in their projects.

ZONE 6: NEIGHBORHOODS

This zone is directed to the city's neighborhoods to initiate development of art projects within them. This will help in building neighborhood cohesion and create a sense of neighborhood ownership and identification. Art can be utilized to celebrate, reflect, and enhance the character and history of a neighborhood for both the residents and visitors. The art will also add interest to public spaces within the neighborhood.

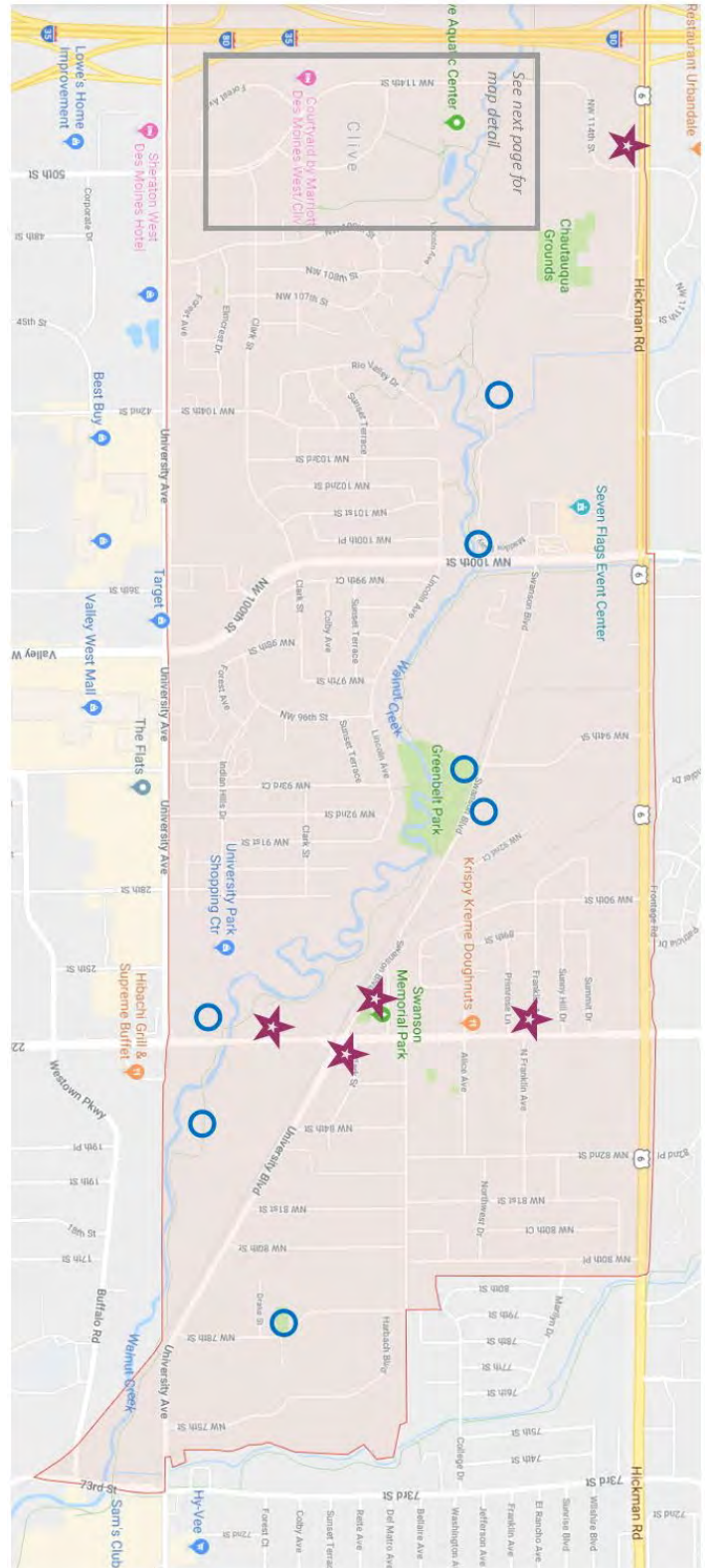
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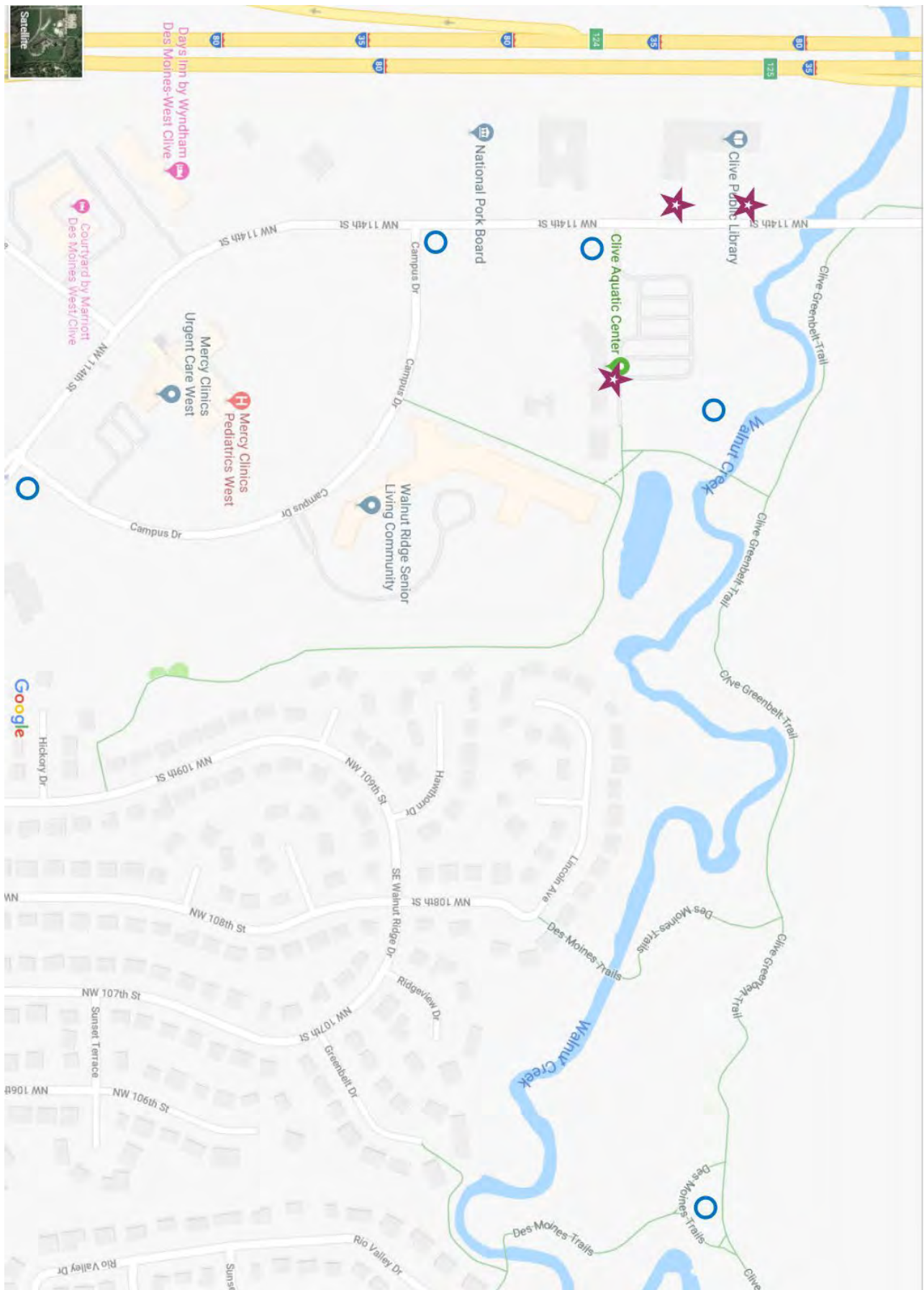
Purple Star = Existing Artwork or Installation

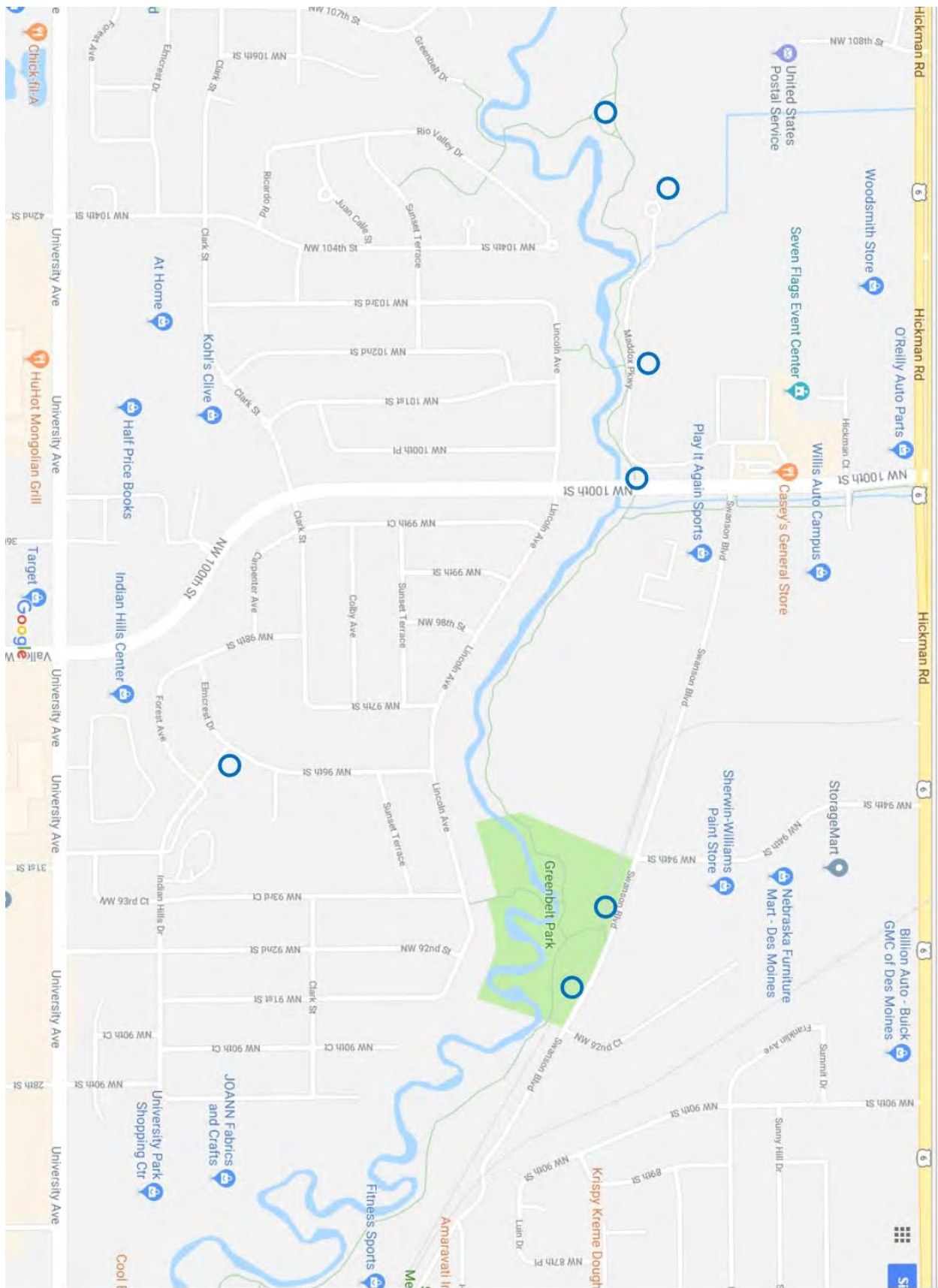
Blue Circle = Proposed Future Installation Site

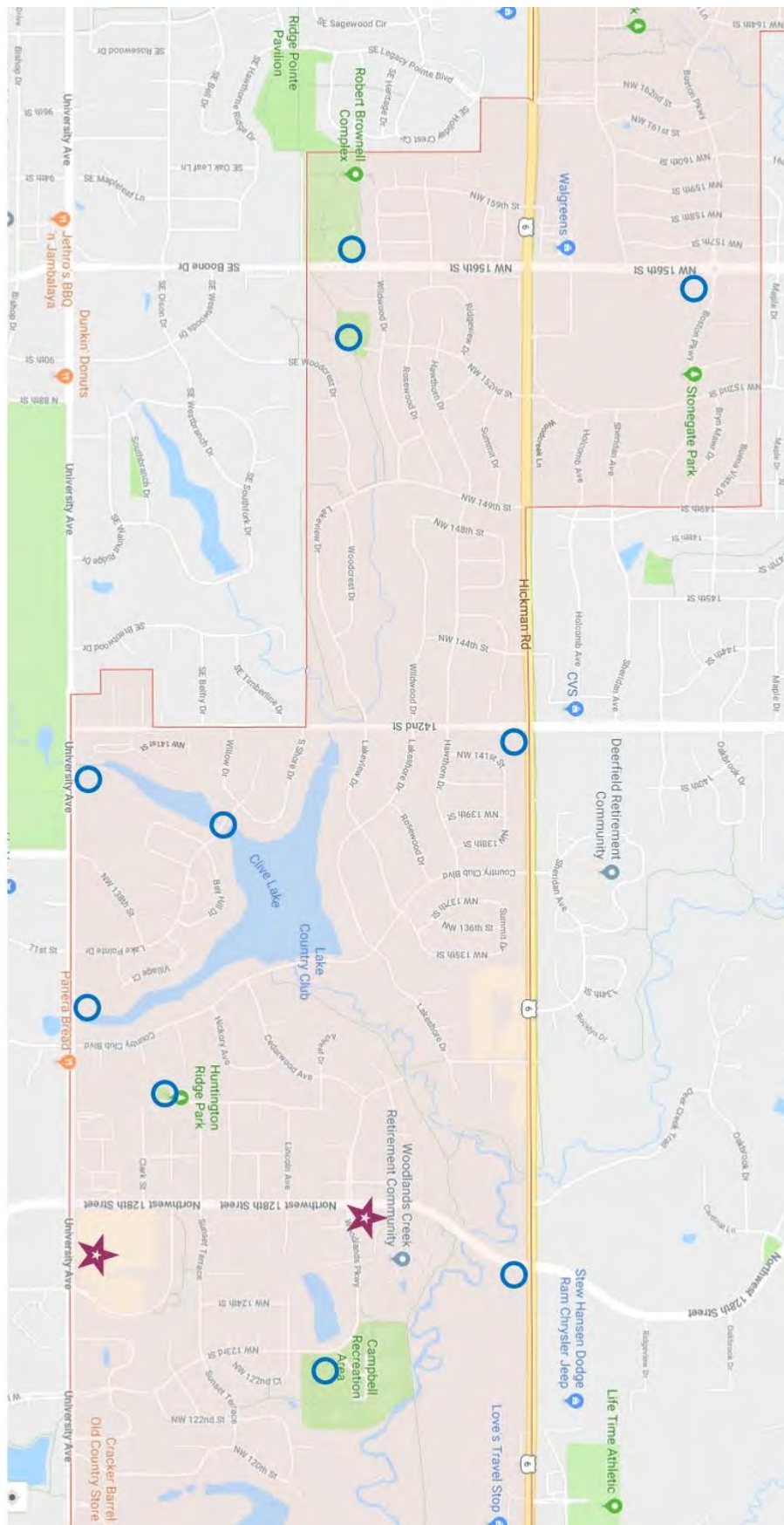
For additional information on the City of Clive's
Capital Improvement Plan see

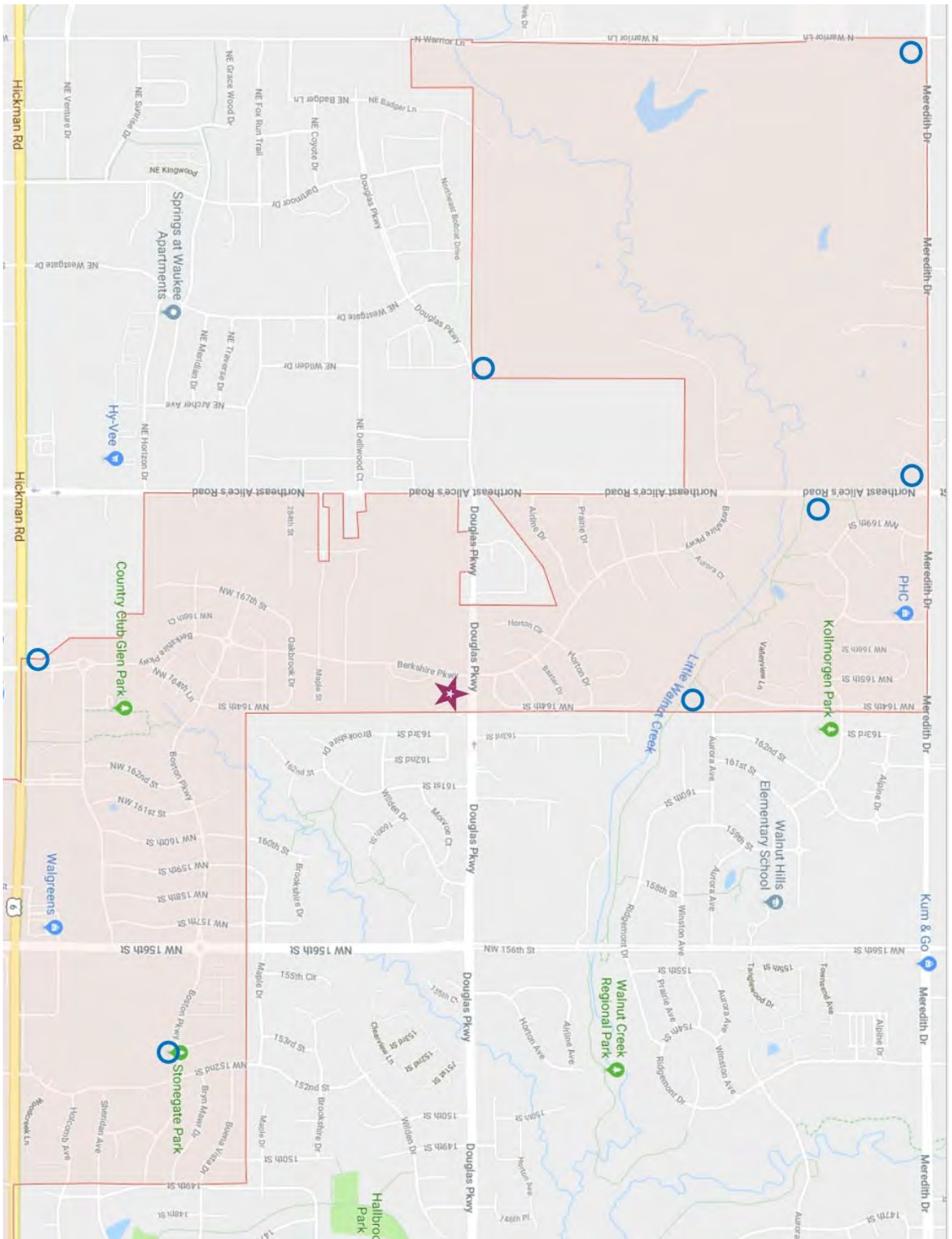
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APPENDIX D: SITE CONSIDERATIONS

TRAFFIC CONSIDERATIONS

Public Art:

- Should not be unduly distracting to motorists
- Should not interfere with driver-to-driver, or driver-to pedestrian sightings, and should therefore generally avoid site triangle clearance areas
- Should not unduly obstruct sight of the curb
- Should not obstruct sighting of signal/pedestrian heads, or of any traffic control device
- Should not unduly disrupt curb use activities, i.e., loading zones, passenger zones
- Should not interfere with the opening of car doors

PEDESTRIAN CONSIDERATIONS

If public art is set in a walking surface:

- The leading vertical edge should not exceed 1/8" (to avoid trip hazards)
- Interior vertical edges should not exceed 1/4"
- Skid-resistance properties should be equivalent to concrete sidewalks
- Depressions in the surface should not catch the heels of shoes
- Depressions in the surface should not cause water to pool
- The art must support vehicle weight
- Maintenance of adjacent elements of the streetscape, including the sidewalk itself, should not be compromised.

PUBLIC ART SHOULD

- Minimize the potential for concealment and anti-social activities
- Maintain clearance from above and below ground utilities

PUBLIC ART SHOULD AVOID

- Sharp edges, points, projections, or pinch-points which may cut, puncture, or cause injury by impact, catch passing pedestrian clothing, or entrap limbs
- Obstructing the function of benches and crosswalk ramps
- Utility access points or valves
- Obstructing pedestrian access to traffic signal push buttons
- Overhead parts which present a hazard to pedestrian traffic (i.e., it's necessary to follow the minimum sign height requirement)
- Unsafe climbing opportunities for children/adults

ELECTRICAL AND MECHANICAL CONSIDERATIONS

- All electrical, mechanical and engineering components must be approved by the Director of Public Works.
- All electrical elements and built-up electrical devices must be certified by a professional engineer; upon completion, a sealed as-built drawing may be required from the Director of Public Works
- Any connections to a City street lighting circuit must be approved by the Director of Public Works
- No connection will be permitted to city traffic signal circuits
- The junctions of components moving relative to one another must not create such hazards to people as pinch, crush, or shear points.

INVITATIONAL ACTION STEPS:

- Appointment of Artist Selection Panel members
- Creation of Request for Proposals (RFP)
- Stipends may be made available
- Determination of list of artists to receive the RFP
- Selection of finalists from submitted proposals
- Selection of artist and work
- Final approval of artist and artwork by PAAC and recommendation submitted to Council for final approval
- Schedule for completion and payment
- Approval process and signing of contract
- Fabrication and installation of work
- Define maintenance procedures

CURATORIAL REVIEW ACTION STEPS:

- Hire public art consultant by Council
- Appointment of Artist Selection Panel members
- Selection of finalists submitted to panel from consultant
- Selection of artist and work
- Final approval of artist and artwork by PAAC and recommendation submitted to Council for final approval
- Schedule for completion and payment
- Approval process and signing of contract
- Fabrication and installation of work
- Define maintenance procedures

OPEN CALL-REQUEST FOR QUALIFICATIONS ACTION STEPS:

- Appointment of Artist Selection Panel members
- Creation of Request for Qualifications (RFQ)
- Public notification and mailing of RFQ to artists
- Selection of finalists from submitted slides
- Public display of concepts for comments
- Selection of artist and work
- Final approval of artist and artwork by PAAC and recommendation submitted to Council for final approval
- Schedule for completion and payment
- Approval process and signing of contract
- Fabrication and installation of work
- Define maintenance procedures

Regardless of the process used to select the artist, it is sometimes necessary for a commissioned artist to provide certified documents at various stages of a project. If required by the Artist Selection Panel, the artist will be responsible for assembling and submitting drawings, design development documents, mock-ups, maquettes, samples, and/or fabrication documents.

PURCHASE OF EXISTING WORKS ACTION STEPS

Works to be acquired for existing space - i.e., City facilities or public areas

- Appointment of Artist Selection Panel
- Determine budget, media, subject matter, and scope of work
- Appropriate artists contacted and invited to submit slides of works (may also conduct a public call for artists)
- Conduct studio visits or request artists to present works to committee
- Selection of specific works
- Review of selection by the PAAC and recommendation to the City Council for final approval

Works offered by artist, businesses or residents

- City Manager's Office and PAAC review for artistic merit
- Community and site appropriateness, liability and maintenance issues, and installation are reviewed through consultation with all appropriate City Departments
- Approval or refusal made by the PAAC and recommendation to the City Council for final approval

RENTAL OR LOAN ACTION STEPS

City Manager's Office determines method appropriate for works for long-term display in outdoor setting or indoor public spaces

- Determine budget, duration, media, and scope of project
- Develop the concept and site and select appropriate artists and artworks
- Approval of concept and site by appropriate City Departments and PAAC
- Acceptance of works and approval
- Final approval by City Council
- Signing of contract and installation procedures
- Maintains the archive

Public Art works or projects advanced by organizations or individuals, or organized as a "travelling exhibition" of nationally or internationally known artists

- City Manager's Office reviews scope of project, artistic merit, and appropriateness to community and site, liability and maintenance issues, hidden budgetary concerns (i.e., installation requirements)
- Approval of concept and site by appropriate City Departments and PAAC
- Final approval by City Council
- Review of contract and installation procedures by appropriate Departments and PAAC

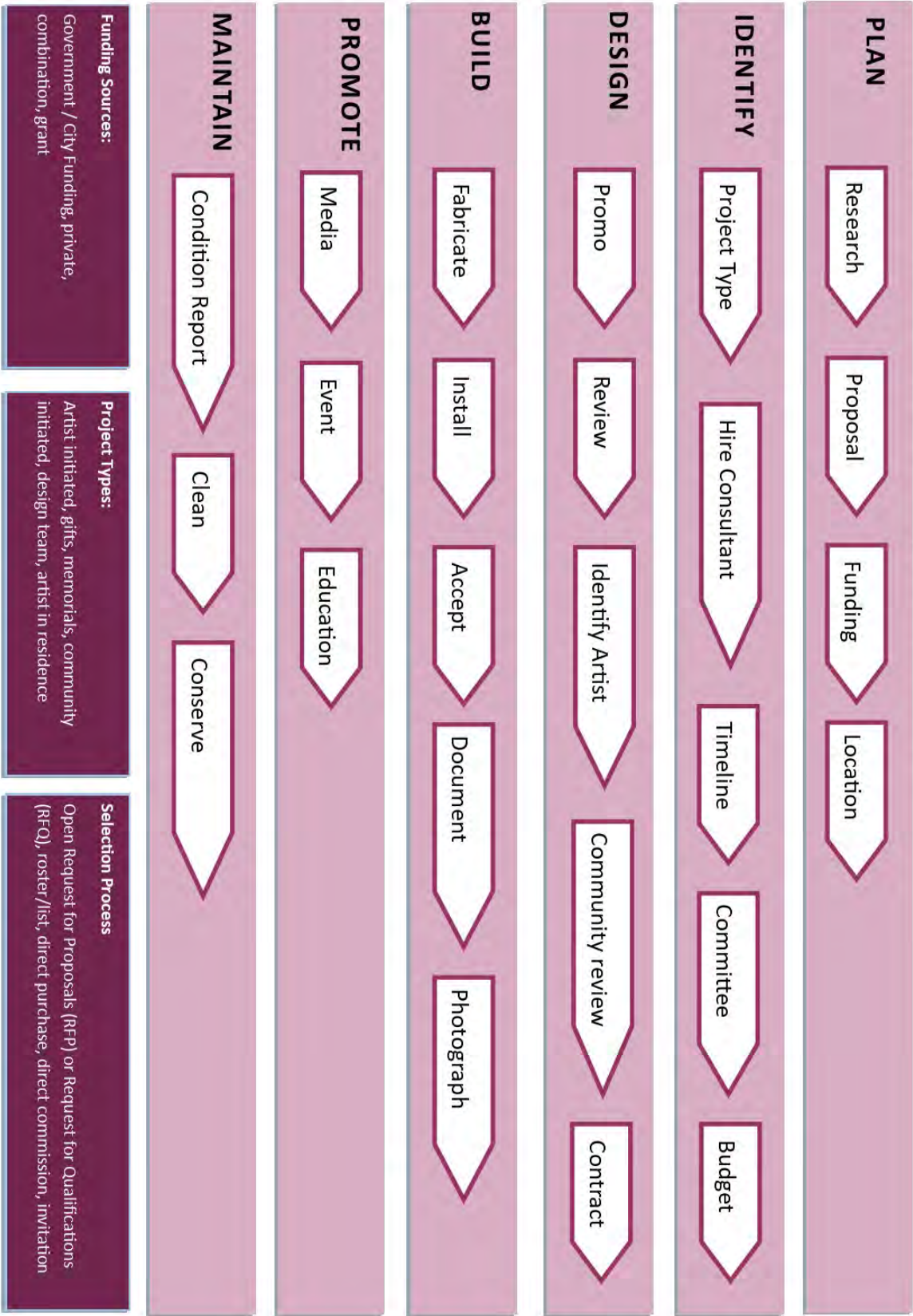
GIFTS FOR MUNICIPAL PUBLIC ART COLLECTION

GIFT APPROVAL ACTION STEPS

Donor submits a letter of intent to gift a work of art to the Public Art Advisory Commission to be accompanied by documentation of ownership and value. Photos, slides, video, or other representations of the work may also be requested.

- PAAC reviews the letter of intent using the criteria listed above, and if the gift meets those standards, submits to City Manager's Office for approval.
- City Manager's Office reviews for artistic merit, community and site appropriateness, liability, maintenance, and installation issues, hidden costs, and all documentation.
- Consultations with all affected city departments and the PAAC.
- Present recommendation to City Council for review and final approval.
- Immediate written communication to donor expressing either refusal or pursuit of approval through the given approval process final decision should be made within 3 months.
- Memorandum of Agreement, Deed of Gift or equivalent form transferring ownership from donor to City of Clive.

Process for Commissioning Public Art



APPENDIX F: RESPONSIBILITIES OF COUNCIL, COMMISSION, AND CITY DEPARTMENTS, ARTISTS, AND SELECTION PANELS

THE CLIVE MAYOR SHALL:

1. Appoint members of the Public Art Advisory Commission.

THE CLIVE CITY COUNCIL SHALL:

1. Appoint and approve the members of the Public Art Advisory Commission.
2. Review and modify and approve the Public Art Master Plan for its implementation.
3. Provide sustained funding for acquisition and maintenance for the Clive Public Art Program and support allocations for public art elements in new and renovated city facilities on a project by project basis.
4. Request the City Manager and Planning and Zoning Commission to review and concur in the Public Art Master Plan.

THE CLIVE PUBLIC ARTS ADVISORY COMMISSION SHALL:

1. Recommend public art program policies and procedures to City Council.
2. Recommend Public Art Advisory Committee members to the Mayor for appointment.
3. Develop the annual Public Art Projects Plan with budgets, approaches to art, selection processes and timelines for projects, and present to the City Manager for inclusion in the budget.
4. Approve proposed gifts and loans.
5. Periodically review and recommend changes in the policies, guidelines, and procedures to City Council.
6. Appoint members for Artist Selection Panels and develop a concise written charge to each panel outlining objectives and parameters of the project.
7. Take appropriate steps to ensure that local and regional artists are given due consideration in every project and that due consideration is given to inclusivity and balance in ethnicity, beliefs, sexual orientation and gender.
8. Review and recommend to the City Council the results of the Artist Selection Panels. Should the Council not approve an artist selection, the PAAC shall refer the matter back to the Artist Selection Panel for further consideration. This referral shall be accompanied by a written statement of explanation.
9. Take an active role in planning, implementing, promoting and attending all fundraising activities, educational events, special events, and public relations building.

THE CITY MANAGER'S OFFICE AND DIRECTOR OF LEISURE SERVICES SHALL:

1. Manage the overall Clive Public Art Program, including the management of projects and community education in the public art process.
2. Manage the City appropriations for public art projects.
3. Coordinate with Community Development staff on an ongoing basis to determine and recommend appropriate public art opportunities in private development.
4. Develop project parameters, budgets, and timelines for each adopted project according to the Public Art Master Plan.
5. Designate a city departmental representative, when appropriate, to participate in the artist selection process.
6. Facilitate public meetings related to projects in public spaces.

7. In cooperation with City departments, coordinate the roles and responsibilities of the artist, architect, engineers, general contractor, and other professionals involved in the project from inception to installation of the artwork.

8. Take an active role in planning, implementing, promoting and attending all fundraising activities, educational events, special events, and public relations building.

THE COMMUNITY DEVELOPMENT DEPARTMENT SHALL:

1. Notify, coordinate, and seek input regarding public art opportunities from the City Manager's Office for development projects within the established Public Art Master Plan Project Zones.
2. Notify development applicants of the Public Art Master Plan goals and requirements.

THE PARKS AND RECREATION DEPARTMENT SHALL:

1. Review and maintain inventory of the municipal public art collection to evaluate and make recommendations for maintenance or conservation needs.
2. Participate in ongoing training opportunities to learn about unique maintenance and conservation needs associated with the municipal public art collection.

THE PUBLIC WORKS DEPARTMENT SHALL:

1. Oversee the placement and installation of public art along public streets and rights-of-way.
2. Check on each work of art in the collection at least once with a goal of performing annual general maintenance as a preventative measure on all public works of art.

ARTIST-SELECTION PANELS FOR COMMISSIONS OF MAJOR WORKS OF ART SHALL:

1. Be composed of at least five persons from the following categories:

Voting Members:

- One representative from the neighborhood in which the artwork will occur.
- An artist or an arts professional (designer, curator, collector, public art administrator etc.)
- The design architect, if selected at this point.
- A representative from the City department collaborating on the project.
- A representative from any organization partnering with the City on a capital project (for example, school representative or private developer) if applicable.

Non-Voting Advisors:

- Other design team members, if selected at this point.
- A member of the Public Art Advisory Commission
- The Director of Leisure Services

2. Be chaired by a Public Art Advisory Committee member who will vote only to break a tie.

3. Meet in open session.

4. Develop the project based on the charge from the Public Art Advisory Commission, including site, medium/media, scope of project, method of artist selection, national or regional significance of the project, and thus the scope of its publicity, and other relevant considerations.

5. Review credentials, proposals, and/or materials submitted by artists.

6. Recommend to the Public Art Advisory Commission the artist(s) to be commissioned for the project, or an artist whose existing work is to be purchased for the project.

7. Respond to the Public Art Advisory Commission's charge with a written report, including reasons for their selection(s).

THE ARTIST(S) SHALL:

1. Submit credentials, proposals, and/or materials as directed for the consideration by the Artist Selection Panel.
2. Conduct necessary research, including attending project orientations and touring project sites and meetings with the public.
3. Execute and complete the work, or transfer title of an existing work, in a timely and professional manner.
4. Work closely with the project manager and/or other design professionals on commissioned projects.
5. Submit to the Public Art Advisory Commission for the review and approval, prior to preliminary design approval by the Community Development Department, any significant change in the scope of the project, size, color, material, design, or setting of the work.
6. Be responsible for all phases of the project as stipulated in the contract.
7. If required by contract, make a public presentation, conduct a community education workshop, or do a residency at an appropriate time and appropriate forum in the community where the artwork will be placed or the project will occur.
8. Assemble and submit, as required, drawings, design development documents, mockups, maquettes, samples, and/or fabrication documents during the artist selection process.
9. Provide maintenance procedure guidelines to the Clive Public Arts Advisory Commission upon completion of project.

APPENDIX G: PROJECT OPPORTUNITIES

Project Evaluation Tools

- Incorporate public art into ongoing community development, urban greening, public amenities, and other revitalization initiatives
- Innovation
- Diversity / inclusion
- High visual impact
- Use of color
- Scale/Size
- Form, Movement
- Audiences
- Accessibility
- Risk (Safety, Controversy, etc.)
- Maintenance, ongoing care

PROJECT OPPORTUNITY	SUMMARY	ARTIST SUGGESTIONS
Solar Art	• Art with incorporated solar panels • Lit art powered by solar panels • Can be enjoyed both in daytime and at night • Low maintenance	• Deedee Morrison • Dan Corson
Kinetic Art	• Moves with the wind or man-power • Eye-catching • Kinetic art encompasses a wide variety of overlapping techniques and styles	• Pete Beeman • Catherine Woods • Brian Borrello • John King Arts • Anthony Howe • Troy Pillow • David Hickman
“Green” Art	• Made of Recycled materials • Promotes environmental health and awareness	• Stacey Levy • Mary Mattingly • Ann Ha and Behrang Behin

	• Climate • Growth and decay, remediation • Sustainable art • EcoArt, EcoFeminism	• Christian Moeller “Verdi” • The Blue Trees (Kenmore, WA) by Konstantin Dimopoulos
Interactive / Immersive Art	• Requires user participation, energy, manipulation • Can be a created space that is entered into • Storytelling opportunities	• I have a story to tell you... by artist Pepón Osorio • Swing Time installation by Höweler + Yoon Architecture
Light / Lit Art	• Projection, light and lighting and ‘light animation’ • Collaborative – words, music, art • Can have high level of maintenance and electrical costs (unless solar) • Project Idea: Eyesore tank farm to improve overall aesthetics at night • Location choice with lit art will always be important as well as how the artwork looks both in daytime and at night	• Jennifer Steinkamp • “Agua Ondulada,” a collaboration between RDG Dahlquist Art Studio and poet Carmen Tafolla • Vivid Sydney • Jen Lewin Studio • Dan Corson • Creative Machines • Barbara Grygutis
Shadow Based Art	• Modifies space with created shadows • Can be imagery or text based • Location choice would be extremely important	• Ed Carpenter • Christian Moeller • Linda Covit • Larry Kirkland
Functional Art	• Seating • Pathways • Wayfinding • Screens or Gateways • Fences as potential surfaces for artworks • Functionality such as drainage • Public facilities and public works (pools, electrical boxes, etc.)	• Craig Nutt • Vivian Beer • Laurie Lundquist • Barbara Grygutis • Daan Roosegaarde

Signage as Art	• Beautiful messaging • Consider the “art” of signage and the functionality • Promotion of Public Art Collection • Memorials	• John Barlow Hudson • The Truth Is I See You by Hank Willis Thomas (Also the Truth Booth)
Children’s Art	• Created by children or youth • Can be interactive or temporary • Create approachable and family friendly spaces • Usually has a draw	• Giant Geometry • Project idea: “Let them paint!” Colored Plexi walkway, screen, patio
Play Spaces	• Playgrounds as artful • Promotes creativity • Spray grounds	• POD design • NetPlayWorks
Community Gathering Space	• Creates a sense of place • Stage or backdrop • Becomes event venue to host live music, performance, and wellbeing activities • Could incorporate land art within the spaces surrounds • Location and access very important, consider lot adjacent to aquatic center.	• Barbara Grygutis • Keith Collins (Waverly IA Amphitheater)
Participatory Art	• Participatory public art initiatives, such as community-based public art projects, provide communities with the means to positively impact their environment and develop a sense of pride and ownership over their parks, streets, and public buildings	• Chalk the Walk / Street painting • Project Idea: Utility [ART] Works – heat wrapped utility boxes designed by artist/community members/school students (see below for additional details) • Murals • Photo contests (theme based) • “Before I Die...” by Candy Chang

Land Art / Living Art	• Sculptured land (earthworks), wayfinding, accessible paths, and plantings • Trees and foliage • Could incorporate a community garden in an artful way • Living walls	• Ali Della Bitta • No Tree Was Harmed During The Making Of This Artwork (Sioux City, Iowa) by Shannon Sargent • Mags Harries
Underpass Artwork	• Brighten functional and often dark areas • Creates a welcoming place	• Creative Machines • Project Idea: Sign above underpass or trail adjacent "You are not stuck in traffic. You are traffic. Get a bike. Break Free!"
EVENTS	• Events can be based at a site of existing artwork • Making workshops to create art • Live music or performances • Hosted by PAAC • Be sure to always education audience about other public art opportunities in Clive!	• Light writing photography class • Yoga or other wellbeing practices around the artwork • Project idea: "cLIVE" a series of live events - Series of one act plays, open mic, children's performances, or storytelling • Pups and Public Art tours (owners and dogs) • Art in All Seasons – Fall leaves creating patterns • Slow Art Day – Art walk • PopUp Art • Bike tours • Public Art Social • <i>Plein Air</i> painting or drawing

- Engagement opportunity: UTILITY [ART] WORKS Program
 - Working with the city of Clive's maintenance department and utility companies, utility works boxes will be heat wrapped or painted with local artists' and community artwork or information about adjacent public works of art. This program encourages community building and place making. This process would begin by working with existing structures, and a local artist database, public school system, and neighborhoods. Artists could be paid a stipend for their work. Artwork will be applied either as hand-painted or heat wrapped with original artwork like photographs, Clive history, digital art, or non-permanent "graffiti" art.

SOLAR ART



Figure 15: Solar Panel Flowers, I-70 in Colorado



Figure 16: Van Gogh bicycle path, Netherlands, by Studio Roosegaarde



Figure 17: Borrowed Light, Oklahoma, by DeeDee Morrison

KINETIC ART



Figure 18: Kinetic Ring by Catherine Woods



Figure 19: Azlon by Anthony Howe



Figure 20: Chief by Troy Pillow

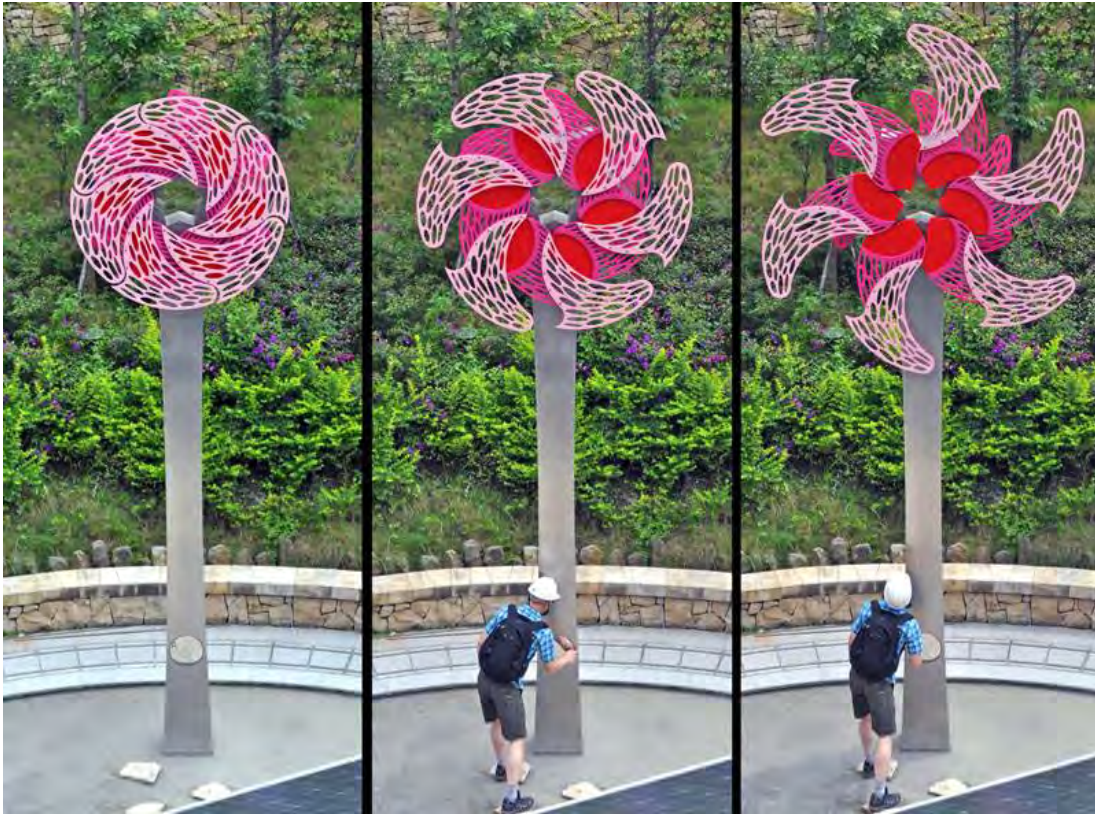


Figure 21: Daan Trio by Pete Beeman



Figure 22: Sunrise by John King



Figure 23: The Messengers by David Hickman

“GREEN” ART (ECO ART)



Figure 24: The Blue Trees in Kenmore, WA by Konstantin Dimopoulos. Uses eco-friendly paint to highlight the impact of deforestation.



Figure 25: Living Pavilion by Ann Ha and Behrang Behin. Made of recycled milk crates.



Figure 26: Verde by Christian Moeller. Made of recycled Perrier bottles.

INTERACTIVE/IMMERSIVE ART



Figure 27: Swing Time by Howeler + Yoon



Figure 28: I have a story to tell you... by Pepón Osorio

LIGHT ART



Figure 29: Winter Fountains by Jennifer Steinkamp



Figure 30: Aguas Onduladas by artist David Dalquist (RDG) and poet Carmen Tafolla



Figure 31: The Silicon Forest, Portland, OR by Brian Borrello



Figure 32: Weather by Barbara Grygutis

SHADOW BASED ART



Figure 33: Havre by Linda Covit



Figure 34: Decorative Railing by Terolenn Mykitiuk



Figure 35: El Intercambio by Larry Kirkland



Figure 36: Harvest by Ed Carpenter

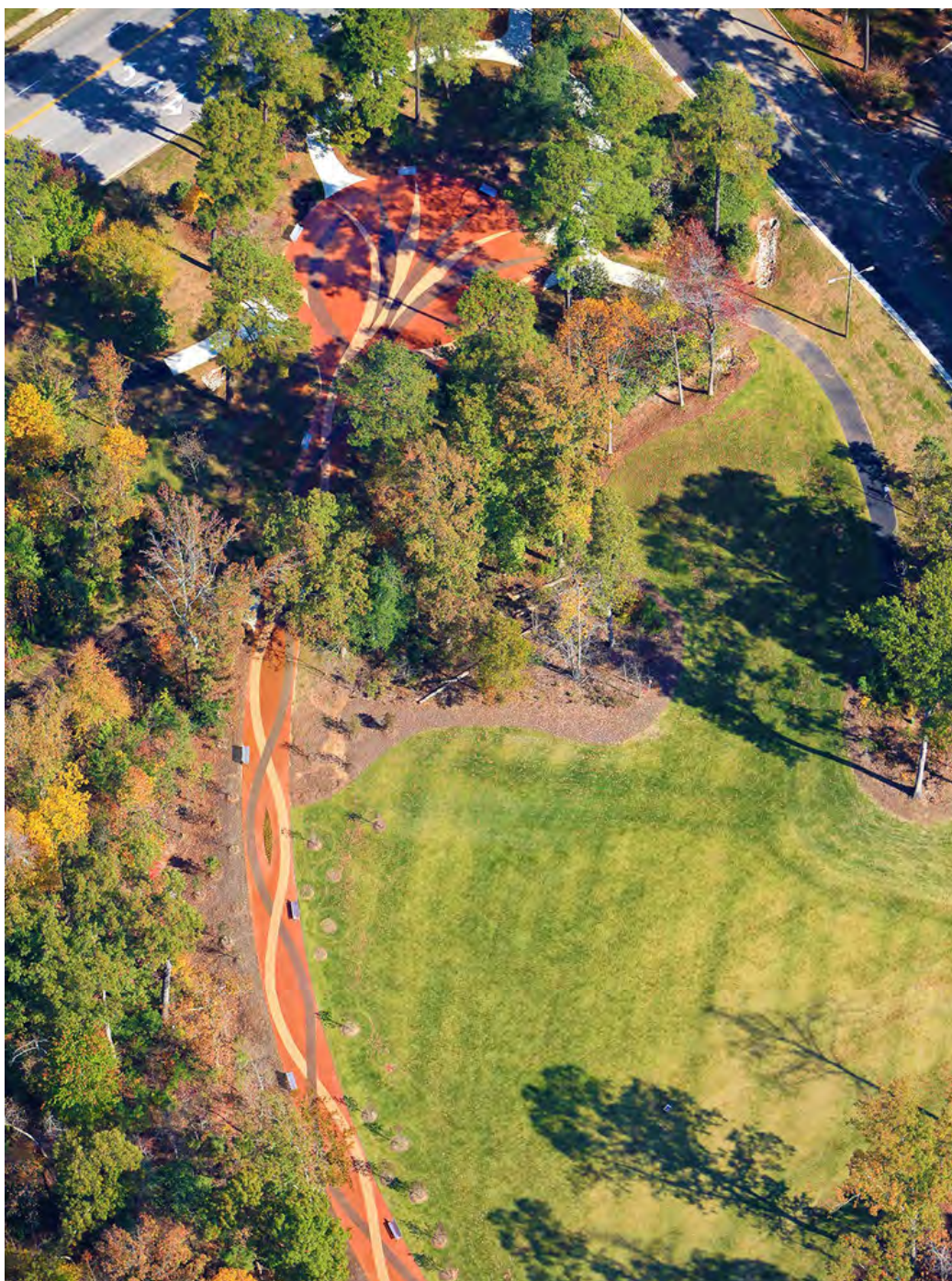


Figure 37: Imaginary Garden by Barbara Grygutis



Figure 38: Bellevue Benchmark by Craig Nutt



Figure 39: Bench by Vivian Beer



Figure 40: Hashtag Symbol (bench) by Barbara Grygutis



Figure 41: Illuminated Page (night and day) by Barbara Grygutis



Figure 42: Austin, TX

CHILDREN'S ART

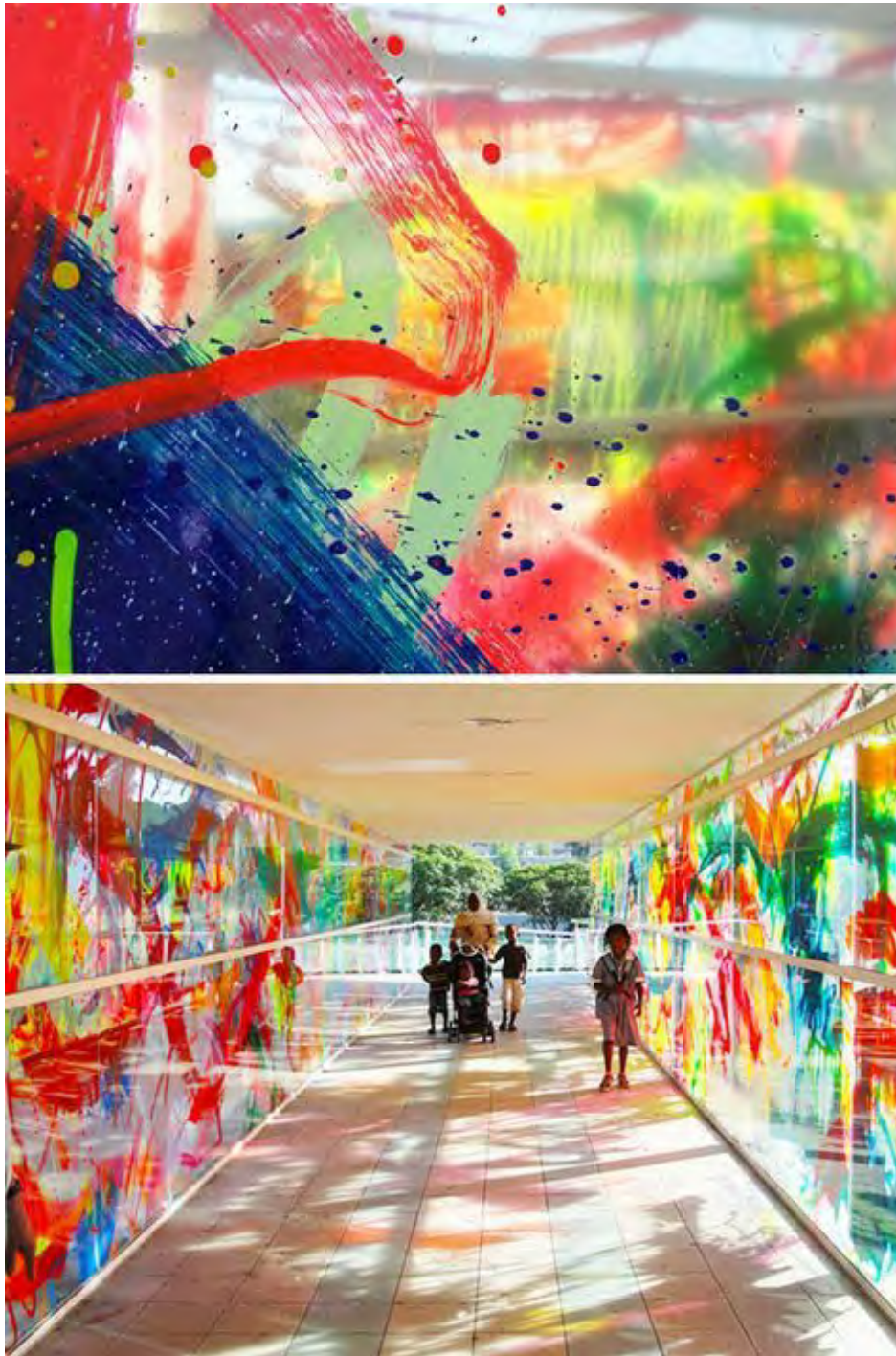


Figure 43: Painting on plexi glass



Figure 44: Giant Geometry

PLAY SPACES



Figure 45: Spray Ground by POD design

COMMUNITY GATHERING SPACE



Figure 46: Shades of Rhythm Amphitheater, Waverly, IA by Keith Collins



Figure 47: West Valley City, Utah by Barbara Grygutis

PARTICIPATORY ART



Figure 48: Before I die... by Candy Chang



Figure 49: Utility Box, La Jolla, CA

LAND ART / LIVING ART



Figure 50: Around About by Larry Kirkland



Figure 51: Land Art by Ali Della Bitta

UNDERPASS ARTWORK



Figure 52: Trumbull Underpass



Figure 53: Ballroom Luminoso by Creative Machines



Figure 54: Cumbernauld Underpass by BIG Designs



Figure 55: Underpass, San Jose, NM

APPENDIX H: GENERAL CARE AND MAINTENANCE OF PUBLIC WORKS OF ART

The care and maintenance of public art differs from other art in that it is subject to uncontrolled environmental conditions, unmonitored human interactions, and is dispersed across the City of Clive. The Collection Care Plan is an effort to systematically assess, maintain, and treat the objects in the collection and streamline routine and on-going care. In addition to routine care, situations may arise which require swift action due to damage caused by weather, accidents, vandalism, or other external factors. For treatment requiring more expert care a professional conservator should be consulted.

The Collection Care Plan provides the basic general knowledge of art maintenance and information. It is recommended to create a spreadsheet or database for a working document that monitors the maintenance of individual works of art that need yearly or biannual maintenance.

COLLECTION CARE PLAN

This document is an attempt to be as comprehensive as possible, however it is not feasible to individually forecast all types of needs for the growing collection. This document serves as a reference to find care instructions, timelines, materials, procedures, and notes.

GENERAL PROCEDURES:

- Determine the physical condition and confirm the current location of the art.
- Set priorities for conservation and restoration. The included timelines for the most at risk art and will help to set priorities. Art needing professional conservation should be noted and monitored until funding is secured.
- Update the art record. Include documentation of art before and after maintenance and note any damage.
- Even if the art does not require cleaning or treatment an assessment and documentation should still be completed. This will prove invaluable for tracking condition over time as well as act as an inventory check of the collection.

ASSESSMENT:

The first step in caring for the collection is assessing the art. When assessing the art consider agents of deterioration including:

- **Direct Physical Forces:** Sudden shocks or long term pressure break and deformed objects.
- **Radiation (Light):** Radiation from light waves fades and embrittles sensitive material.
- **Pests:** Insects and rodents eat and nest in organic collections and may nest or leave residue in inorganic collections
- **Mold, Biological Growth:** Biological growth consumes and stains organic material in humid conditions.
- **Incorrect Relative Humidity:** Low RH% causes drying and cracking. High RH% encourages mold growth. Rapidly fluctuating RH% causes structural damage as materials expand and contract.
- **Thieves, Vandals, Displacers:** People steal or maliciously damage objects.
- **Fire:** Fire, smoke, and soot destroy and dirty objects.
- **Water:** Floods, leaky roofs, steam or slow drips from pipes damage collections irreparably.
- **Contaminants:** Acids and pollution hasten the chemical deterioration of materials.
- **Incorrect Temperature:** High temperatures hasten the chemical deterioration of unstable materials. Low temperatures stress flexible structures. Fluctuating temperature causes materials to delaminate and crack.

For more information on these agents see the Canadian Conservation Institute (CCI) <https://www.canada.ca/en/conservation-institute.html>

DOCUMENTATION:

Record any issues to the art that you observe by taking photos and noting it in the Spreadsheet. This information should also be entered into the art record and file.

TREATMENT:

After assessing and documenting the art and its condition, began treatment as outlined in the Care Plan and following guidelines for the specific materials the artwork consists of.

MATERIALS:

The following general material descriptions have been adapted from the “Materials and Fabrication Handbook, Washington State.” For more in-depth information on these materials see the original document https://www.arts.wa.gov/media/dynamic/docs/Materials%20and%20Fabrication%20Handbook_2014-04-01.pdf

METAL:

Metal is used often and in a variety of ways in the collection, from the primary material to internal supports and hardware. If properly fabricated, sealed, and maintained metal objects can have a very long lifespan.

Metals can be divided into two main sub-groups: non-ferrous and ferrous.

- Non-Ferrous – Metals and metal alloys that do not contain iron such as copper, bronze, brass, zinc, and aluminum. These metals do not rust, but instead develop an oxide, or coating, when left unsealed. These metals are generally acceptable in exterior environments when appropriately sealed and protected.
- Ferrous – Metals and alloys that contain iron such as mild steel, stainless steel, and weathering steel. In exterior or humid environments, many of these alloys will develop rust, or will develop rust colored oxides. Stainless steel alloys are ferrous even though they contain rust inhibiting properties. Weathering steel and stainless steel are considered appropriate for exterior environments. Mild steel is generally not suitable for outdoor public art regardless of the coating or sealant applied to the surface.

Care:

Bronze is a common metal in need of routine maintenance in the collection. Treatment for bronzes requires cleaning with a pH neutral cleaner and applying a thin layer of wax for protection (see supply list). The cleaner removes all oils and dirt from the surface while the wax forms a protective barrier between the metal and external environmental conditions (moisture, oils, and minor abrasions). Care should be conducted starting in the spring after the weather warms. The best time to start care is early morning. Use personal judgement in assessing if the metal temperature is acceptable for cleaning and treatment. Metal in direct sun light will heat rapidly even on moderately warm days.

Other types of metal in the collection, such as aluminum and steel, require moderate care, often times just cleaning with water. Rainwater is usually enough to keep the sculptures clean. If the art is especially dirty a power washer may be used in cleaning. Be careful of the nozzle style and water pressure being used - it's too strong it can damage or abrade the metal surface.

CERAMIC:

Ceramic is defined as a non-metallic material or clay, which is corrosion resistant, and hardens when heated to a high temperature, or fired. Ceramic can be glazed or unglazed and have many different appearances. It is important to distinguish between ceramic and stone as ceramic can be much more fragile.

Types of ceramics include:

- Earthenware (low fire) is fairly porous and often requires glazing to minimize the porosity of the material. It is generally used for artwork such as reliefs and pottery, and includes unglazed terracotta. Earthenware glazes adhere to the surface, but do not penetrate deep into the ceramic body, and leave the artwork susceptible to damage from exterior elements. When compared to stoneware and porcelain, earthenware is porous, soft, and only acceptable in interior locations as public art with the exception of small mosaic tile.
- Stoneware (high fire) has very low to no porosity depending on the specific ceramic used. Though often glazed, it is not required for protection of the surface. Stoneware glazes tend to penetrate deep into the ceramic body. Stoneware may be acceptable in exterior environments provided the artwork cannot easily be broken or damaged by public interaction or environmental hazards.
- Porcelain (high fire) is non-porous and may be acceptable in exterior environments provided the artwork is adequately protected from public interaction and environmental hazards.

Care:

These objects, such as tiles, are structurally stable and require only routine cleaning with soap and water. If the art is especially dirty a power washer may be used in cleaning. Be careful of the nozzle and water pressure being used - if it's too strong it can damage or abrade the surface. Ceramic art requires no surface application of coatings or sealants such as the wax that is used on bronze art.

WOOD:

Wood is often used as a primary medium or major component of a given artwork. It is also commonly used in stretchers and frames for paintings; substrate backing for fragile materials; and cleats in wall hanging apparatuses for relief and two-dimensional artwork. Wood is particularly susceptible to changes in humidity which can cause it to swell or crack.

Wood is generally classified into two main groups:

- Hardwood – refers to wood from deciduous trees or shrubs. This group of species is commonly used for flooring, fine woodworking, and finish carpentry. Though typically harder, not all hardwoods have a specific hardness that is greater than their softwood counterparts, for instance Balsa can be scored easily with your fingernail. Common types of North American hardwoods are Maple, Oak, American Birch, Cherry, Alder, and Walnut. Generally, the harder the wood, the more resistant it may be to effects from the environment and public interaction.
- Softwood – refers to wood from conifer trees, also known as evergreens. There are some species of softwoods that are actually harder than some hardwoods, e.g. Pacific Yew. Softwoods are also commonly used in woodworking and carpentry; however, you will also see many of these varieties used in construction due to their lower cost. Common types of North American softwoods are Hemlock, Fir, Spruce, Pine, and Cedar.

Care:

In the collection wooden objects require assessment, documentation, and dusting. The biggest hazards to wood materials are changes in humidity and abrasions. Wood in the collection can come in many forms including freestanding sculptures, wall panels, and furniture. You should keep an eye out for wear and tear on this medium. 2-D art in the collection can have wood frames. These should be checked when doing object inventories to make sure that the frame is in good condition. Look for breaks, scrapes, bowing, and cracking. Frames are a part of the art and serve to protect the 2-D component from physical damage. Damage to the frame may result in objects falling from their mountings, changes in microclimates, and injury to the public (frames falling, broken glass).

STONE:

Different stone types are more resistant to certain types of decay phenomena and it is important to choose the right stone for the intended environment.

Stone can be broken down into three main classifications:

- Igneous - describes rock formed under conditions of intense heat or produced by the solidification of volcanic magma on or below the Earth's surface (e.g. granite).
- Sedimentary - describes rocks formed from material deposited as sediment by water, wind, or ice and then consolidated by pressure (e.g. sandstone, limestone).
- Metamorphic – describes a process of change in the physical structure of rock as a result of long-term heat and pressure, especially a change that increases the rock's hardness and crystalline structure (e.g. marble, alabaster).

Care:

Stone objects in a collection come in a variety of types including limestone and marble. Like metal objects, stone objects require cleaning of the surface to remove dust, dirt, biological growth and animal waste. A pH neutral cleaner should be used along with a scrubbing brush. The hardness of the stone will dictate the stiffness of the brush bristles. If the art is especially dirty a power washer may be used in cleaning. Be careful of the nozzle and water pressure being used - if it's too strong it can damage or abrade the surface. Stone art requires no surface application of coatings or sealants such as the wax that is used on bronze art. In the case of limestone and terracotta art should be routinely checked for mold / biological growth.

TERRAZZO:

Terrazzo is a type of floor or wall system typically composed of ground or broken chips of stone and a binder, or matrix. Most terrazzo floors are sealed with an appropriate sealant for the environmental pressures placed on the flooring. Terrazzo is durable and is an acceptable medium for public art in all environments, however only certain types of terrazzo flooring are appropriate for exterior environments.

There are three types of matrices commonly used in terrazzo systems:

- Cementitious Matrices – White or gray Portland Cement is used as the binder. Most often white Portland Cement is used when adding pigments to color the matrix. White cement is uniform in color, whereas gray cement has subtly uneven color which may be noticeable in the finish. This material is breathable and allows water vapor to pass through the material. It is acceptable in exterior and interior environments.
- Resinous Matrices – A two part thermal setting binder system generally composed of polyester or epoxy. Resin matrices are lightweight, resistant to staining and corrosive compounds, and are useful for thin-set terrazzo. Resinous systems tend to be non-breathable and do not allow water vapor to pass through the material easily. These systems are not acceptable in exterior environments.
- Modified Cementitious Matrices – Polyacrylate Modified Cement is used as the binder. This material is a good choice for thin-set terrazzo and is useful in interior environments, but requires stringent parameters when used in exterior environments.

Care:

Terrazzo is usually site specific and integrated into the building structures. Minimal maintenance is needed on terrazzo as it is a very durable material meant to stand up to high traffic areas. Condition checks should be done and any damage noted, such as scrapes, chips and gouges. If major damage occurs a conservator should be contacted for treatment. In cases where terrazzo is inlaid with brass or bronze elements, follow care procedures for those materials when needed.

GLASS:

Glass can be transparent, translucent, or opaque and found in just about any color, thickness, and shape imaginable, e.g. window panes, enamels for metal, and glazes for ceramic. Glass is comprised of silica (commonly of sand or quartz) and flux which is an alkaline oxide such as lead, sodium, or potassium oxides. Calcium oxide, also known as lime, is commonly added to the formula to stabilize the glass. Colored glass is produced by adding metal oxides such as iron, cobalt, copper, nickel, and chromium to the silica and flux.

Methods for producing glass used in artwork include:

- Cast / Pressed Glass – Molten glass is poured, injected, or blown into a mold. The glass is then annealed in a kiln and the temperature reduced slowly.
- Blown Glass – Molten glass is gathered onto the end of a long hollow rod, shaped, and air blown into the center to create a void inside. Artists use shaping tools like shears and paddles to form the object before placing it in a kiln to be annealed.
- Fused Glass – Solid glass components are laminated and fused together inside a kiln that melts the glass into a near liquid state.
- Flat Glass – Panes are prefabricated industrially by rolling, drawing, or floating the glass.
- Generally, flat glass is used for windows, doors, and architectural design. Ultra Violet (UV) light inhibitors can be added to the glass for use in exterior environments. Glass panes can be etched or sandblasted to create imagery or design effects.

Care:

Glass is a very stable material and requires minimal care, dusting being the biggest one. If the glass requires more cleaning, such as when it's a part of the building, an appropriate cleaning solution should be used. The object files should be referenced for the correct solution. Any breakage, cracks, scrapes, chips, or other damage should be noted and documented and a conservator should be contacted.

CONCRETE AND CAST STONE:

Concrete and cast stone are durable materials for public art and are appropriate for exterior environments. Concrete is a mixture of cement, water, and aggregate, e.g. sand, pea gravel, crushed rock. Cast stone is defined as concrete mixed with specific types of

aggregate; e.g. marble dust, often pigmented to mimic natural stone, and cast into a mold. Many of the same factors that affect stone in exterior environments also affect concrete and cast stone. However, technological advances in concrete formulation and sealants have improved the long-term performance of these mediums.

Care:

Concrete is used as supports for many objects or may be present in pathways and outdoor seating. Many of the sculptures are mounted to concrete pads, these require no maintenance but should be looked at when doing condition assessments as issues with mountings will affect the artwork. Cleaning of dirt, biological growth and other surface grime is all that is needed for this material.

PLASTIC:

Forms of plastic have been in existence since the late 1800s and early 1900s. Plastic is one of the most utilized materials; it is used in food packaging, clothing, machinery, technology, and has inherent chemical properties that can be useful for some aspects of public art. In the public art collections, much of the plastic is in the form of Plexiglas.

The same chemical properties may also make it a poor choice for some public art use. To determine the best role for plastic within an artwork design, it is helpful to understand the basic structure and chemistry of the material. There are two general categories of plastic into which all varieties of synthetic polymers fall; thermoplastic and thermoset.

- Thermoplastic polymers are one dimensional, linear chains of monomers, similar in shape to a string of pearls, and are able to be melted and reshaped. Examples of thermoplastics are polyethylene bottles (e.g. water and carbonated soft drink bottles), acrylic (Plexiglas), and polyvinyl chloride (e.g. plumbing and home siding). These polymers constitute the majority of plastics in production.
- Thermoset polymers are two or three-dimensional monomer groups that are not able to be melted and reshaped. These polymers are usually comprised of two or more liquid components that when mixed together undergo a curing process. Examples of thermoset plastics are epoxy resins, polyurethanes, and unsaturated polyesters (e.g. bathtubs).

Care:

The largest threat to art that uses plastics is the degradation of the plastic itself due to environmental conditions, as well as abrasions. Plastics degrade due to their chemical components and interaction with UV light, temperature changes, and other environmental changes. Dusting of sculptural elements should be done yearly. Non ammonium based cleaners should be used. Any damage should be noted and a conservator contacted if necessary.

ADDITIONAL CARE OF COLLECTIONS RESOURCES:

Conservation of Contemporary Public Art, Rika Smith McNally and Lillian Hsu

http://www.getty.edu/conservation/publications_resources/newsletters/27_2/public_art.html

Conservation and Care of Sculptural Monuments, Andrew Naylor

http://www.getty.edu/conservation/publications_resources/newsletters/27_2/care_monuments.html

The State Art Collection, Collection Care, Washington State

<https://www.arts.wa.gov/public-art/collection-care>

ArtCare Collections Management Policy for Washington's State Art Collection

<https://www.arts.wa.gov/media/dynamic/docs/ArtCare%20-%20Updated%202013-06.pdf>

Materials and Fabrication Handbook, Washington State

https://www.arts.wa.gov/media/dynamic/docs/Materials%20and%20Fabrication%20Handbook_2014-04-01.pdf

National Park Service: Caring for Outdoor Bronze Plaques, Part I: Documentation and Inspection

<https://www.nps.gov/museum/publications/conservation/10-04.pdf>

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Page | 93

SUPPLY LIST:

It is recommended to create an art care kit so brushes, rags, and solutions remain dedicated to the care of the collection and are not re-appropriated.

Natural hair brushes in a variety of sizes: wrap metal on brushes with painters tape to prevent abrasions to art. Brushes used for waxing, buffing, and dusting should only be used for those purposes and not be interchanged.

Nylon Brushes: Used for scrubbing and cleaning art.

Sponges: Used for cleaning art. Rougher sponges can be used to gently remove layers of corrosion to bronze sculptures.

Cotton Rag: Used for cleaning art, buffing, and wiping off brushes. Rags should be cleaned after every use in detergent that will not leave residues.

Q-tips: For cleaning small areas of art.

Wooden skewers/toothpicks: Use to remove heavy wax and other foreign material from crevices.

Plexiglass Cleaner: Used to clean plexiglass cases and art. NOVUS® No. 1 - Plastic Clean and Shine w/Sprayer

Orvus Paste: Orvus WA Paste is a near-neutral pH, anionic synthetic surfactant and wetting agent with excellent detergency, emulsifying, and dispersing properties. The primary component of Orvus WA Paste is sodium lauryl sulfate. It is a gentle detergent that is recommended for cleaning most fine textiles. Orvus is a neutral pH synthetic detergent with excellent detergency, emulsifying and dispersing properties. Orvus contains no phosphorus and is biodegradable. Orvus is soluble in hot or cold water and provides excellent sudsing across a wide range of water hardness conditions. Orvus lowers surface tension, providing fast wetting and penetration, and is effective in many cleaning tasks, such as cleaning rugs, upholstery and hand washing of delicate fabrics. At room temperature, Orvus is an amber colored liquid of honey-like consistency, but solidifies into a white colored soft paste form at about 55°F.

Paste Wax: Used on bronze sculptures. Trewax Beaumont Clear Paste Wax; Johnson's Clear Paste Wax; or Renaissance Wax.

Bucket: Used only for transporting water for cleaning art. Do not use for any other solutions or chemicals.

APPENDIX I: GLOSSARY

Accession: The steps taken by the Clive Public Arts Advisory Commission to designate and record an artwork as part of the Public Art Program Collection.

Acquisition: The inclusion of an artwork in the permanent Clive Public Art Program Collection whether by means of commissioning, purchase or gift.

Annual Public Art Project Plan: A prioritized list of public art projects with budgets and recommended conceptual approaches, updated on an annual basis by the Public Arts Advisory Commission in consultation with the City Manager's Office. This plan will be presented annually to the City Council for approval.

Artist: A professional practitioner in the arts, generally recognized by his or her peers as possessing serious intent and ability. For commissioning purposes, an artist cannot be a City employee, a member of the Public Art Commission or the relevant Art Selection Panel. If part of a Capital Project, the artist cannot be a member of the Prime Consultant's firm or team.

Artist Selection Panel: Ad-hoc panels which are formed for limited periods and which are charged by the Public Arts Advisory Commission with recommending artists for specific public art projects.

Artwork: Works in a variety of media produced by artists. The Clive Public Art Program should encompass the broadest possible range of expression, media, and materials. Works may be permanent or temporary.

Capital Improvement Program (CIP): A multi-year plan identifying capital projects and equipment to be funded during the fiscal year. The CIP is part of the City's Adopted Annual Budget and Capital Plan for each fiscal year and provides a five-year forecast.

Capital Projects: Building projects outlined in the CIP.

City of Clive or "City": When used in this document, this term refers to the body that governs Clive, Iowa including the City Council and individual City government departments. When referring to place, this document will use the name Clive or Clive, Iowa.

Clive Public Art Advisory Commission (PAAC): A professionally qualified citizen committee appointed by the City Council to oversee the planning, selection, and implementation of public art in Clive, Iowa.

Clive Public Art Collection: All public artworks commissioned, gifted, or owned by the City of Clive, Iowa.

Concept Design: The phase of a public art project in which an artist creates an initial proposal, including diagrams or a maquette, and conducts a preliminary cost estimate.

Conservation: The regularly scheduled examination, documentation, treatment and preventative care of an artwork conducted by a professional art conservator.

Deaccession: A procedure for the withdrawal of an artwork from public exhibition for an indefinite duration through storage or loan, or on a permanent basis through several methods of disposition available.

Design Development Documents: Documents that accurately depict the proposed artwork, method of installation, and type and quality of material to be used in fabrication. They will include all necessary architectural, structural, mechanical, and electrical system details.

Drawings: preliminary drawings, studies, diagrams and other illustrated document showing how the work will be fabricated and installed

Fabrication Documents: Complete architectural, structural, electrical, mechanical, and certified engineering drawings. They include written specifications and engineering/structural calculations, and feature an all-inclusive narrative of the proposal.

Clive Public Art Master Plan (2018)

Gift: Art donated to the City from a private individual, institution or other outside source.

Loan: Artworks provided to the City for its use for a period of time and to be returned to the owner after the loan period expires.

Maintenance: The routine care and repair of works of public art that does not require specialized expertise (i.e.: dusting, washing, changing light bulbs, lubrication of moving parts, etc.).

Maquette: A small model or study in three dimensions for either a sculptural or an architectural project.

Professional Artist: A person who has a reputation of artist excellence, as judged by peers, through a record of exhibitions, public commissions, sale of works, educational attainment, or other means.

Public Art Collection: Public art owned or commissioned by the City.

Public Places: All spaces, indoors or outdoors, generally accessible to the public.

Site Selection: Formal designation of the site to be consider for public art inclusion.

Site-Specific Artworks: Artworks that are inspired by and created to fit the context of a particular place.

Temporary Public Art: Works of art that are created to be in a public place for a limited period of time, generally less than five years.

Americans for the Arts, *2017 Survey of Public Art Programs*: In 2017, Americans for the Arts conducted a survey of the nation's public art programs. The purpose of the survey was to better understand and appreciate current organizational structures, plans, diversity requirements, and educational components of public art programs in the United States. www.AmericansfortheArts.org/PAN

The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the Greater Des Moines Region (Fiscal Year 2015)

https://www.americansforthearts.org/sites/default/files/pdf/2017/by_program/reports_and_data/aep5/map/IA_GreaterDesMoinesRegion_AEP5_OnePageSummary.pdf

In early 2018, the City of Clive contracted with National Research Center to administer a *Citizen Satisfaction Survey of Clive* residents. The responses from these households provide statistically valid results that can be compared to a national database of responses from 500 government jurisdictions across the country. <http://www.cityofclive.com/about-clive/citizen-satisfaction-survey>

Cartiere, Cameron and Zebraki, Martin. *The Everyday Practice of Public Art: Art, Space, and Social Inclusion*. Routledge, 2015.

Knight, Cher Krause. *Public Art: Theory, Practice and Populism*. John Wiley & Sons, 2011.

Landi, Pamela Jo, "Public Art - Purpose and Benefits: Exploring Strategy in the New England City of Pittsfield, Ma" (2012).

<https://scholarworks.umass.edu/cgi/viewcontent.cgi?article=1952&context=theses>

Miles, M. *Art, Space and the City*. London: Routledge, 1997.

Palmer, Joni M. "Rural Public Arts: Vernacular Materials, Landscape, and Time." *The Senses and Society*; Vol 10, issue 2. (2015)

<https://www.tandfonline.com/doi/abs/10.1080/17458927.2015.1042248>

Public Art Archive: <https://www.publicartarchive.org/>

Public Art Network: <http://www.americansforthearts.org/by-program/networks-andcouncils/public-art-network>

Public Art Review <http://forecastpublicart.org/public-art-review-home/>

Public Art Toolkit <http://forecastpublicart.org/toolkit/>

Zebracki, Martin and Palmer, Joni M. eds. *Public Art Encounters: Art, Space and Identity*. Taylor & Francis Limited, 2017.

ACKNOWLEDGEMENTS

Directory of Leisure Services, Todd Seaman

Public Art Advisory Commission 2017-18

Tom Murphy, Chairperson

Vicky Poole, Secretary

Michael Alowitz

Kathy Butler-Klein

Faith Garnaas

Josh Dreyer

Michelle DeClerk

Office of the City Manager

City Council

Mayor of Clive

Currently, this project has only applied for this BRAVO grant. The City of Clive is committed to investigating other potential funding opportunities to ensure that all project costs are covered. Any expenses not addressed by external sources will come from City of Clive funds. Our goal is to secure adequate funding to fully support the project and manage any additional costs effectively.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: January 9, 2025

RE: Resolution Setting Public Hearing (02/06/25, 6:00 p.m.) - Budget Amendment #1 FY24/25

SYNOPSIS:

As required by the State of Iowa, Council approval is needed to set the public hearing date for the FY25 Budget Amendment. The recommendation is to have the public hearing date set for February 6, 2025, at 6:00 p.m.

Attachments:

1. Setting PH FY25 Budget Amendment 1

RESOLUTION NO. _____

RESOLUTION SETTING PUBLIC HEARING BUDGET AMENDMENT #1 FOR
FISCAL YEAR ENDING JUNE 30, 2025

WHEREAS, the City Council of the City of Clive has determined it is necessary to fix a time and place for a public hearing on the annual budget for the fiscal year ending June 30, 2025.

NOW, THEREFORE IT BE RESOLVED by the Council of the City of Clive, Iowa the public hearing notice set for February 6, 2025, will be prepared.

The City Council hereby delegates to the City Clerk the duty of posting notice, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall not be less than 10 days nor more than 20 days before the date set for the hearing.

PASSED AND APPROVED THIS 9th day of January 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: January 9, 2025

RE: Resolution Setting Public Hearing (2/27/2025, 6:00 p.m.) - Forest Avenue Water Main Replacement Project

SYNOPSIS:

Staff have recently completed plans and specifications for the Forest Avenue Water Main Replacement Project. Work will begin in the summer of 2025 while Indian Hills Junior High is out of session and is scheduled to be complete prior to the start of the school year. See attached plan sheet for exact location.

The bid letting for the above referenced project will be held on February 18, 2025 with approval and award anticipated to follow at the February 27, 2025 council meeting. As a result, staff recommends setting the public hearing for the project for 6:00 pm on February 27, 2025 at the Clive Public Safety Center.

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

Attachments:

1. Resolution - Setting Public Hearing
2. Site Plan

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
PLANS, SPECIFICATIONS AND TAKING OF BIDS FOR THE
FOREST AVENUE WATER MAIN REPLACEMENT PROJECT

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) has determined that it is necessary and desirable to construct certain improvements for Forest Avenue Water Main Replacement Project in the City of Clive, Iowa, as described in the proposed plans and specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, taking of bids and awarding of bid for the Project and to advertise for sealed bids for the Project;

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

1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are hereby approved for the purpose of enabling the solicitation of bids.
2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as part of said specifications
3. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction or performance of such Project, on the 18th day of February 2025, at 2:00 p.m., at the Clive City Hall Lobby, Clive, Iowa. The 27th day of February 2025, at 6:00 p.m., at the City of Clive Public Safety Center, is hereby fixed as the time and place of hearing on the proposed plans, specifications, taking of bids and awarding bid for the Project received by the City Clerk in connection therewith.
4. The City Clerk shall publish notice to bidders and notice of hearing, the same being in the form hereinabove approved and substantially as attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than 4 days not more than 20 days before the date set for hearing and receiving such bids.
5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

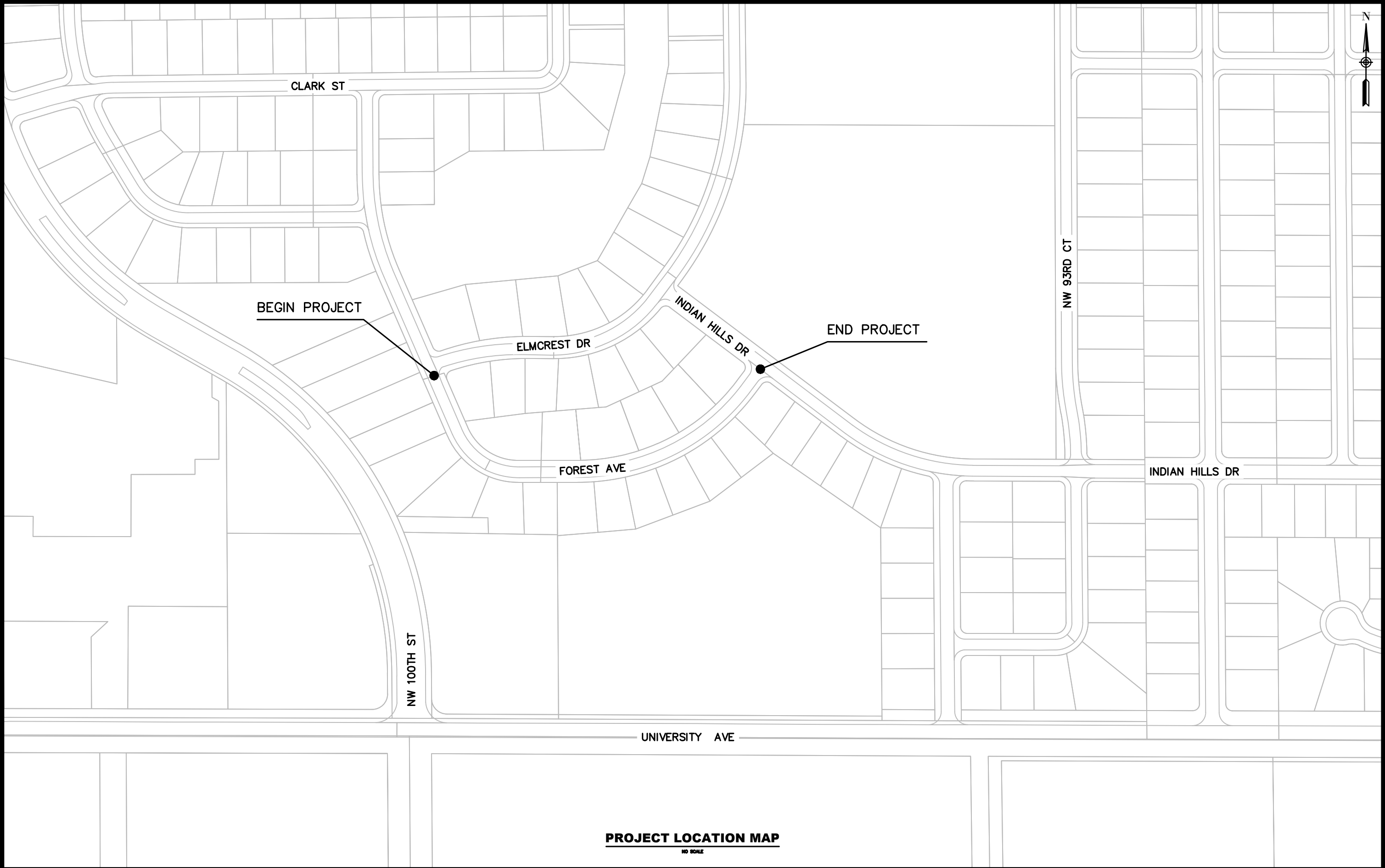
PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

10/1/2024 1:58 PM JONATHAN CYGAN J:\2024 PROJECTS\FOREST AVE WM REPLACEMENT\CAD\DESIGN\PLAN SHEETS\A03.DWG



CLIVE
ENGINEERING

PROJECT NUMBER:

435

NO.	REVISIONS	APPROVED	DATE

FOREST AVENUE WATER MAIN REPLACEMENT

VICINITY MAP

SHEET NUMBER

A.3



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: January 9, 2025

RE: Resolution Setting Public Hearing (2/13/2025, 6:00 p.m.) - 2025 NW 138th Street HMA Overlay Project

SYNOPSIS:

Staff have recently completed plans and specifications for 2025 NW 138th Street HMA Overlay Project. Work will occur in 2025 and will take place along NW 138th Street and Lake Pointe Drive. See attached plan sheet for full extent.

The bid letting for the above referenced project will be held on February 4, 2025 with approval and award anticipated to follow at the February 13, 2025 council meeting. As a result, staff recommends setting the public hearing for the project for 6:00 pm on February 13, 2025 at the Clive Public Safety Center.

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

Attachments:

1. Resolution - Setting Public Hearing
2. Site Plan

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
PLANS, SPECIFICATIONS AND TAKING OF BIDS FOR THE
2025 NW 138TH STREET HMA OVERLAY PROJECT

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) has determined that it is necessary and desirable to construct certain improvements for 2025 NW 138th Street HMA Overlay Project in the City of Clive, Iowa, as described in the proposed plans and specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, taking of bids and awarding of bid for the Project and to advertise for sealed bids for the Project;

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

1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are hereby approved for the purpose of enabling the solicitation of bids.
2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as part of said specifications
3. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction or performance of such Project, on the 2nd day of February 2025, at 2:00 p.m., at the Clive City Hall Lobby, Clive, Iowa. The 13th day of February 2025, at 6:00 p.m., at the Clive Public Safety Center, is hereby fixed as the time and place of hearing on the proposed plans, specifications, taking of bids and awarding bid for the Project received by the City Clerk in connection therewith.
4. The City Clerk shall publish notice to bidders and notice of hearing, the same being in the form hereinabove approved and substantially as attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than 4 days not more than 20 days before the date set for hearing and receiving such bids.
5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

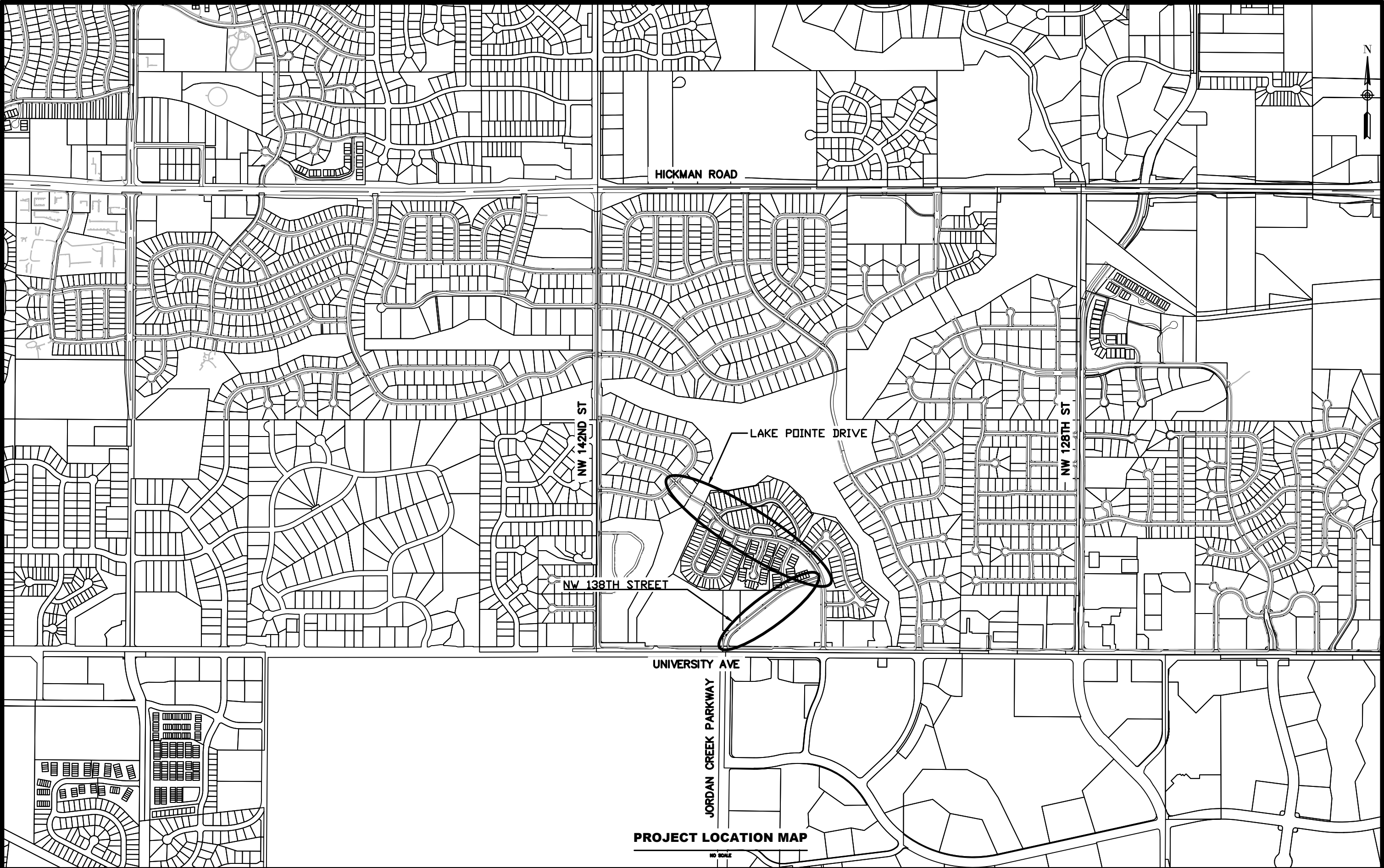
PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

12/30/2024 12:47 PMJDNATHAN CYGAN J:\2025 PROJECTS\138TH ST OVERLAY\CAD\DESIGN\PLAN SHEETS\A03.DWG



CLIVE
ENGINEERING

PROJECT NUMBER:

476

NO.	REVISIONS	APPROVED	DATE

2025 NW 138TH STREET HMA OVERLAY PROJECT

VICINITY MAP

SHEET NUMBER

A.3



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: January 9, 2025

RE: Resolution Setting Public Hearing (2/13/25, 6:00 p.m.) - Alice's Road Reconstruction Project - Phase 1A

SYNOPSIS:

Snyder & Associates in conjunction with staff from both the City of Clive and the City of Waukee has recently completed plans for the Phase 1A reconstruction of Alice's Road. The limits of this first phase of reconstruction extend from Horizon Drive to south of Dellwood Drive as shown in more detail on the attached Exhibit. The project will reconstruct the existing two-lane rural section to a four-lane boulevard section and include construction of a roundabout at the Boston Parkway intersection.

The bid letting for the above referenced project will be held on February 4, 2025. As a result, staff recommends setting the public hearing for the project for 6:00 pm on February 13, 2025, with Council approval and award anticipated to follow.

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

Attachments:

1. hrg Alice's Phase 1A
2. EXH_2024-08-23_Phase1A

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
PLANS, SPECIFICATIONS AND TAKING OF BIDS FOR
THE ALICE'S ROAD RECONSTRUCTION PROJECT – PHASE 1A

WHEREAS, the City Council of the City of Clive, Iowa (the "City") has determined that it is necessary and desirable to reconstruct a portion of Alice's Road in the City of Clive, Iowa, as described in the proposed plans and specifications and form of contract for such project (the "Project"), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, taking of bids and awarding of bid for the Project and to advertise for sealed bids for the Project;

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

1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are hereby approved for the purpose of enabling the solicitation of bids.
2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as part of said specifications.
3. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction or performance of such Project, on the 4th day of February 2025, at 2:00 p.m., in the lobby of Clive City Hall, 1900 NW 114th Street, Clive, Iowa. The 13th day of February, 2025, at 6:00 p.m., in the temporary Council Chambers at Clive Public Safety Center, 8800 Hickman Road, Clive, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, taking of bids and awarding bid for the Project received by the City Clerk in connection therewith.
4. The City Clerk shall publish notice of public hearing, the same being in the form hereinabove approved and substantially as attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than 4 days not more than 20 days before the date set for the public hearing.

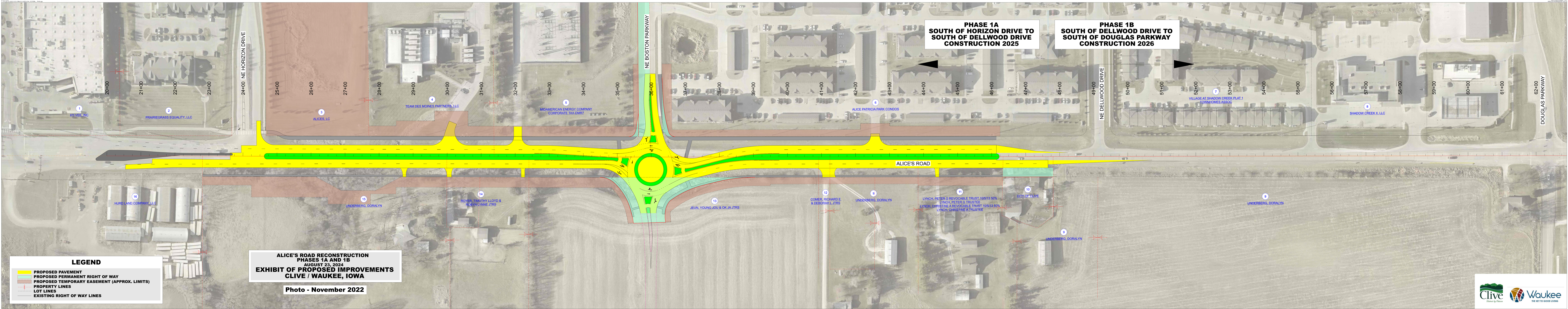
5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk





Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: January 9, 2025

RE: Resolution Setting Public Hearing (2/13/25 - 6:00 p.m.) - 2025 Arterial PCC Pavement Rehabilitation Project

SYNOPSIS:

Plans and specifications have been recently completed for full depth PCC patching on Berkshire Parkway between Hickman Road and Sheridan Avenue, and on University Avenue between NW 142nd Street and Lake Pointe Drive. Because of high traffic volumes on these roadways, the work is required to be completed overnight between the hours of 7:00 pm and 6:00 am. The bid letting for the above referenced project will be held on February 4, 2025. As a result, staff recommends setting the public hearing for the project for 6:00 pm on February 13, 2025 with Council approval and award anticipated to follow.

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

Attachments:

1. hrg 2025 Arterial PCC

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
PLANS, SPECIFICATIONS AND TAKING OF BIDS FOR
THE 2025 ARTERIAL PCC PAVEMENT REHABILITATION PROJECT

WHEREAS, the City Council of the City of Clive, Iowa (the "City") has determined that it is necessary and desirable to construct certain PCC pavement rehabilitation improvements on certain arterial roadways in the City of Clive, Iowa, as described in the proposed plans and specifications and form of contract for such project (the "Project"), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, taking of bids and awarding of bid for the Project and to advertise for sealed bids for the Project;

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

1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are hereby approved for the purpose of enabling the solicitation of bids.
2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as part of said specifications.
3. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction or performance of such Project, on the 4th day of February 2025, at 2:00 p.m., in the lobby of Clive City Hall, 1900 NW 114th Street, Clive, Iowa. The 13th day of February, 2025, at 6:00 p.m., in the temporary Council Chambers at Clive Public Safety Center, 8800 Hickman Road, Clive, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, taking of bids and awarding bid for the Project received by the City Clerk in connection therewith.
4. The City Clerk shall publish notice of public hearing, the same being in the form hereinabove approved and substantially as attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than 4 days not more than 20 days before the date set for the public hearing.

5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff Lucas, Recreation Manager

DATE: January 9, 2025

RE: Resolution Amending Seasonal Employee Pay Matrix

SYNOPSIS:

For your consideration is a resolution amending the Seasonal Pay Matrix. The 2025 pay matrix was approved 12/12/2024 but omitted updates to the Recreation Intern wages. The Recreation Intern position is now listed specifically within the pay matrix.

Staff recommends approval of the amended 2025 Season Pay Matrix.

Attachments:

1. Resolution Amending Seasonal Pay Matrix
2. Amended 2025 Recreation Seasonal Wage Scale

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDED CITY OF CLIVE SEASONAL PAY MATRIX

WHEREAS, the City Council of the City of Clive (the “city”) approved the Seasonal Pay Matrix on December 12, 2024; and

WHEREAS, following approval of the Seasonal Pay Matrix amendment, the City desires to amend this pay matrix effective January 10, 2025.

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

That the City of Clive Seasonal Pay Matrix is hereby approved and accepted by the Clive City Council and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this 9th day of January 2025.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

City of Clive
Seasonal Pay Matrix
Effective 1/10/2025



Council Approved: 12/12/2024
Resolution: 2024-334

Amended: 1/9/2025
Resolution:

Aquatics	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Swim Instructor Assistant (15 positions)	AQ-1	12.50	13.50	14.50	15.50	16.50	17.50
Aquatics Maintenance (2 positions)	AQ -1.5	14.00	14.50	15.00	15.50	16.00	16.50
Lifeguard (95 positions)	AQ-2	15.00	15.50	16.00	16.50	17.00	17.50
Swim Instructor (25 positions)	AQ-3	15.50	16.00	16.50	17.00	17.50	18.00
Pool Manager (4 positions)	AQ-4	18.00	18.50	19.00	19.50	20.00	20.50
Lesson Coordinator (1 position)	AQ-5	18.50	19.50	20.50	21.50	22.50	23.50

Parks/Public Works	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Parks/Public Works Maintenance I (3 month - 3 positions)	17.00	17.43	17.86	18.31	18.76	19.23	19.71
Parks/Public Works Maintenance II (7 month - 3 positions)	21.00	21.53	22.06	22.61	23.18	23.76	24.35

Recreation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Recreation Lead	18.00	19.00	20.00	21.00	22.00	23.00	24.00
Recreation Program Assistant I	14.00	15.00	16.00	17.00	18.00	19.00	20.00
Recreation Program Assistant II (Pool Ad/Con, Campbell Con)	10.75	11.75	12.75	13.75	14.75	15.75	16.75

Seasonal Internship	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Recreation Intern	18.00	19.00	20.00	21.00	22.00	23.00	24.00
Interns with Various Other Departments	16.00	17.00	18.00	19.00	20.00	21.00	22.00



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: January 9, 2025

RE: 3rd Consideration of Proposed Ordinance No. 1155 - Regarding Provisions Pertaining to Sidewalk Liability

SYNOPSIS:

Background:

As stated in previous meetings, a recent decision of the Iowa Supreme Court has resulted in the need for the City to review its code regarding the maintenance of public sidewalks, shared use paths, and rights-of-way. The ruling clarified that, under the Iowa Code, liability for the maintenance of adjacent sidewalks is limited to snow and ice removal only. Currently the Iowa Code does not impose liability on adjacent property owners for the general maintenance or condition of sidewalks. The July 29, 2024 memo from the City Attorney's Office has been attached for review.

Current Ordinance:

The relevant section of the Clive Code of Ordinances, Title 7, Chapter 2, Section 2, currently reads as follows:

7-2-2 DUTY OF ABUTTING PROPERTY OWNERS

Every property owner is required to maintain, at their own expense, the public sidewalk, shared use path, or public right-of-way on that length and side of the public street or streets to which said property owner's property abuts in accordance with the City's sidewalk/shared use path/public right-of-way inspection and repair policy ("repair policy") approved by the Council. This obligation to maintain includes, without limitation, the duty to keep the public sidewalk, shared use path, or public right-of-way open and in a safe condition free of defects, debris, nuisances, obstructions, or any other hazard, snow and ice, and other obstacles as required by this chapter, and in a reasonable state of repair so as not to present a hazard to persons using the public sidewalk, shared use path, or public right-of-way. Provided, however, that this section shall not be construed to require a property owner to take any action with respect to a public sidewalk, shared use path, or public right-of-way when said action is made necessary by the excavation or other activity of the City or a public utility. **The abutting property owner may be liable for damages caused by failure to abide by this duty.**

Proposed Amendment:

The City Attorney recommended amending the last sentence of the code to more clearly define the obligations of the abutting property owner and better align the provisions with the Iowa Code: "The abutting property owner may be liable for damages caused by the failure to use reasonable care in the removal of snow or ice from the sidewalks."

Sidewalk Repair/Replacement Program:

In conjunction with the review of the City code, staff have also evaluated the potential impact of the general maintenance liability shift. Although there may be some greater exposure to sidewalk maintenance liability, staff do not believe that the shift results in the need for any additional risk management resources at this time. Similar to most urban communities in the State, the City currently has a Sidewalk Repair/Replacement Program which incorporates a proactive annual review of sidewalk conditions and facilitates the repair through property owner notification (see approved program policy attached). Additionally, the City maintains general

liability insurance coverage in the event that there is an injury claim on public property (\$5,000 deductible). In discussion with the City's insurance provider, staff believe that the City's coverage is sufficient. Over the last 5 years, ICAP has processed 162 sidewalk related claims which has resulted in an average payout of approximately \$12,000 per claim. The City of Clive has not had any sidewalk claims filed in the last 5 years.

Although no amendments to the Sidewalk Repair/Replacement Program are recommended at this time, staff would like to remind the City Council that the cost associated with the repair/replacement of concrete sidewalks is still considerably higher than historical averages. The increased costs will need to be reflected in the upcoming budget (increasing from \$25,000 to \$50,000) and similarly the invoiced cost of repair to the property owner is anticipated to increase from approximately \$108-\$169 per sidewalk panel to \$352-\$550 per sidewalk panel.

Staff Recommendation:

Staff recommend approval of the attached Ordinance Amending the Clive Code of Ordinances Regarding Provisions Pertaining to Sidewalk Liability.

Attachments:

1. Sidewalk Memo - Attorney
2. Ordinance
3. 2023 Sidewalk & Shared Use Path Inspection and Repair Policy

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2024 CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO SIDEWALK LIABILITY

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. SECTION MODIFIED. Title 7, Chapter 2, Section 2 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

7-2-2 DUTY OF ABUTTING PROPERTY OWNERS. Every property owner is required to maintain, at their own expense, the public sidewalk, shared use path, or public right-of-way on that length and side of the public street or streets to which said property owner's property abuts in accordance with the City's sidewalk/shared use path/public right-of-way inspection and repair policy ("repair policy") approved by the Council. This obligation to maintain includes, without limitation, the duty to keep the public sidewalk, shared use path, or public right-of-way open and in a safe condition free of defects, debris, nuisances, obstructions, or any other hazard, snow and ice, and other obstacles as required by this chapter, and in a reasonable state of repair so as not to present a hazard to persons using the public sidewalk, shared use path, or public right-of-way. Provided, however, that this section shall not be construed to require a property owner to take any action with respect to a public sidewalk, shared use path, or public right-of-way when said action is made necessary by the excavation or other activity of the City or a public utility. The abutting property owner may be liable for damages caused by the failure to use reasonable care in the removal of snow or ice from the sidewalks.

(Code of Iowa, Sec. 364.12(2)(c))

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2024.

CERTIFIED BY:

Matthew D. Graham, City Clerk

CITY OF CLIVE, IOWA

Public Sidewalk/Shared Use Path Inspection and Repair Policy



INTRODUCTION

A safe, accessible and connected sidewalk and shared use path system is an integral component of what makes the City of Clive a “Great Place to Live: the Premier Location for Families”. Ensuring that the system is designed well and constructed to appropriate standards are key elements in achieving the desired usability of the system for the general public. As important as the design and construction, the periodic maintenance of the system is just as important to reach a useful life in excess of 50-years.

The purpose of the Public Sidewalk/Shared Use Path Inspection and Repair Policy is to establish a standardized and objective process to ensure that the system is safe and able to provide the desired level of service over time.

Iowa Code 364.12(d) and the Clive Code 7-2-2 places on each property owner the responsibility for repair and maintenance of sidewalks and shared use paths. This policy is intended to provide clarity around property owner expectations related to compliance with their responsibility to maintain the system.

KEY DEFINITIONS (Section 7, Chapter 2- Clive City Code):

PROPERTY: Land situated in the city, whether or not improved with buildings or other structures.

PROPERTY OWNER: A person who, alone or with another person or other persons, holds the legal title to property; except, however, where property has been sold on contract to a person who has the present right to possess the property and the contract has been filed for record in the office of the Polk County recorder or the Dallas County recorder, the person so purchasing the property, whether alone or with another person or other persons, is the "property owner" and not the person retaining bare legal title to the property as security for the balance of the purchase price.

PUBLIC SIDEWALK: That portion of a street between the curb line, or the lateral line of a roadway, and the adjacent property line or within easements on private property that is paved or improved and intended for use by pedestrians. In accordance with Section 12-5-9, a public sidewalk must be a minimum of four (4) feet in width. A sidewalk's primary purpose is to provide pedestrians with connections to neighborhoods, shopping centers, businesses and other venues of interest.

SHARED USE PATH: A paved pathway, typically from eight (8) to twelve (12) feet in width, physically separated from motorized vehicular traffic within the roadway right-of-way or within an easement adjacent to the roadway right of way. Primarily used by pedestrians and bicyclists, shared use paths are also used by joggers, skaters, wheelchair users (both nonmotorized and motorized). A shared use path's primary purpose is to provide pedestrians with connections to trails, other neighborhoods, shopping centers, businesses and other venues of interest. In addition, the shared use path may be used for recreational purposes.

DUTY OF ABUTTING PROPERTY OWNERS (Section 7, Chapter 2- Clive City Code):

Every property owner is required to maintain, at his or her own expense, the public sidewalk or the shared use path on that length and side of the public street or streets to which said property owner's property abuts in accordance with the City's Sidewalk/Shared Use Path Inspection and Repair Policy ("Repair Policy") approved by the City Council. This obligation to maintain includes, without limitation, the duty to keep the public sidewalk and a minimum of four (4) feet of the shared use path adjacent to the property owner's property open, free of debris, snow and ice, and other obstacles as required by this chapter and in a reasonable state of repair so as not to present a hazard to persons using the public sidewalk or shared use path; provided, however, that this section shall not be construed to require a property owner to take any action with respect to a public sidewalk or shared use path when said action is made necessary by the excavation or other activity of the City or other utility provider.

ANNUAL INSPECTION PROCESS:

As generally defined in the Sidewalk Repair Program Timeline as shown on Appendix A, the City will be responsible for annually inspecting public sidewalks and shared use paths. It is the City's goal to inspect every sidewalk and shared use path at least once every 8 years. For general community reference and organization of the inspection process, the City will be divided into 4 zones as shown on Appendix B- Sidewalk Repair Program Inspection Zones.

The City will inspect sidewalks and shared use paths, sidewalk ramps and mailbox connectors within the determined zone until approximately 100 properties are identified as needing a sidewalk and/or shared use path repair. In the subsequent year, the City will continue inspecting within that zone until all sidewalks/shared use paths have been inspected. Once the inspections are complete in one zone, the City will move into the next adjacent zone. The annual inspection process will continue each year.

City inspections shall be completed by the Community Development Department to determine if any of the public sidewalks and/or shared use paths need repair based on the standards defined on the Sidewalk/Shared Use Path Repair Criteria listed in Appendix C.

If a sidewalk or shared use path is found to need repair, the City will notify the property owner by mail. The Sidewalk Repair Program Notice will outline the property owner's responsibility to complete the repair and communicate the options for self-repair or City initiated repair.

In early spring following the Sidewalk Repair Program Notice, the City will mail a certified Sidewalk Repair Notice to the property owner. The notice will identify the specific repair needs, a deadline for completion of the repair, and the costs associated with City initiated repair.

It shall be the property owner's choice to complete the required repair themselves (individually or through contracted services) or request that the City complete the repair through the Sidewalk Repair Program.

If the property owner chooses to request that the City complete the repair through the Sidewalk Repair Program, the City will solicit a contractor to complete the repair prior to October 1st.

COMPLAINT INSPECTION PROCESS:

When a sidewalk and/or shared use path complaint is submitted to the City outside of the annual inspection process, the City will review the complaint, determine if a repair is necessary based on the Sidewalk/Shared Use Path Repair Criteria, and, if necessary, mail a certified Notice to Repair to the property owner.

If the repair is not completed within 45 days by the property owner, the City shall cause the repair of the sidewalk/shared use path to be completed as quickly as reasonably possible and the property owner shall be responsible to pay the cost of the repair once it has been completed.

PERMITTING AND REPAIR PROCEDURES:

Any person required to repair a sidewalk or shared use path shall, prior to commencing any work, review the Sidewalk Repair How-to-Guide shown in Appendix "D" and apply for a Sidewalk/Shared Use Path Repair permit shown in Appendix "E" from the Community Development Department. There shall be no cost associated with the application for a Sidewalk/Shared Use Path Repair.

The Community Development Department is authorized to inspect and approve the manner and method of repair of any sidewalk or shared use path subject to this policy. The property owner/contractor completing the repair shall schedule an inspection when the slab has been lifted and subgrade has been brought to the proper elevation, forms have been set for the slab replacement, or the surface has been ground or patched. In the case of slab replacement, an additional inspection shall be called for after the removal of forms; backfill and seeding have been completed.

SHARED USE PATH: Unlike a sidewalk in which the property owner has the option to self-repair or request a City initiated repair, all required repairs to shared use paths shall be completed through the City initiated repair process. This is done because shared use paths and/or trail sections require different specifications and construction procedures than a standard sidewalk.

REPAIR COSTS:

All costs associated with the repair of a sidewalk during the Annual Inspection or Compliant Inspection process shall be responsibility of the property owner. In the event that the property owner chooses to have the City initiate the repair, the City will submit an invoice to the property owner for the actual costs of the repair. The property owner shall have 30 days to pay the invoice to the City.

Any costs associated with repair to a required handicap accessible sidewalk intersection ramp or mailbox connector shall be the City's.

The cost of repair associated with a shared use path, shall be shared equally between the property owner and the City. Upon completion of the repair by the City, an invoice in the amount of 50% of the actual cost of the repair shall be mailed to the property owner. The property owner shall have 30 days to pay the invoice to the City.

Following a Notice to Repair (Compliant Inspection), if the repair is not completed within 45 days by the property owner, the City shall cause the repair of the sidewalk. Upon completion of the repair by the City, an invoice for the actual cost of the repair plus an administrative fee of \$70.00 shall be mailed to the property owner. The property owner shall have 30 days to pay the invoice to the City.

Any unpaid invoices will be collected in the same manner as a property tax assessment. Following notice to the property owner, the City Council may approve an itemized assessment schedule, verifying the repair expenditures, and a legal description of the property adjacent to the sidewalk on which the repair was completed. A \$50 administrative filing fee will be added to any assessment filed with the County.

An assessment in an amount greater than \$500 may be spread over a ten-year period at an interest rate of 7%. Any costs less than \$500 will be assessed in one installment.

UNKNOWN PROPERTY LINES

The City will utilize commonly available parcel and plat information to identify the location of property lines in the determination of which property is associated with a needed repair. It shall be the responsibility of the property owner to notify the City if they believe that the identified repair is not associated with their property. If a repair overlaps a property line, a Notice to Repair will be sent to both properties and they will share in the cost of repair proportionately based on the quantity of repair on each property.

DOCUMENTATION:

The City will maintain Sidewalk Repair Program documentation associated with the annual inspection process, the identification of repair needs and the completion of the repair. The data will be available as a public record and will be utilized by the City to periodically evaluate the performance of the program.

DISCLAIMER:

This Sidewalk/Shared Use Path Inspection and Repair Policy is not intended to create and should not be construed in any manner as creating a guaranty that all hazardous conditions associated with the public sidewalk system are eliminated by the City's efforts to maintain public sidewalks in accordance with this Policy.

This policy document is intended to be periodically updated to reflect changes in prioritization, program guidance and best management practices as determined by the City Council to be in the best interest of maintaining a safe, accessible and connected sidewalk and shared use path system in the City of Clive.

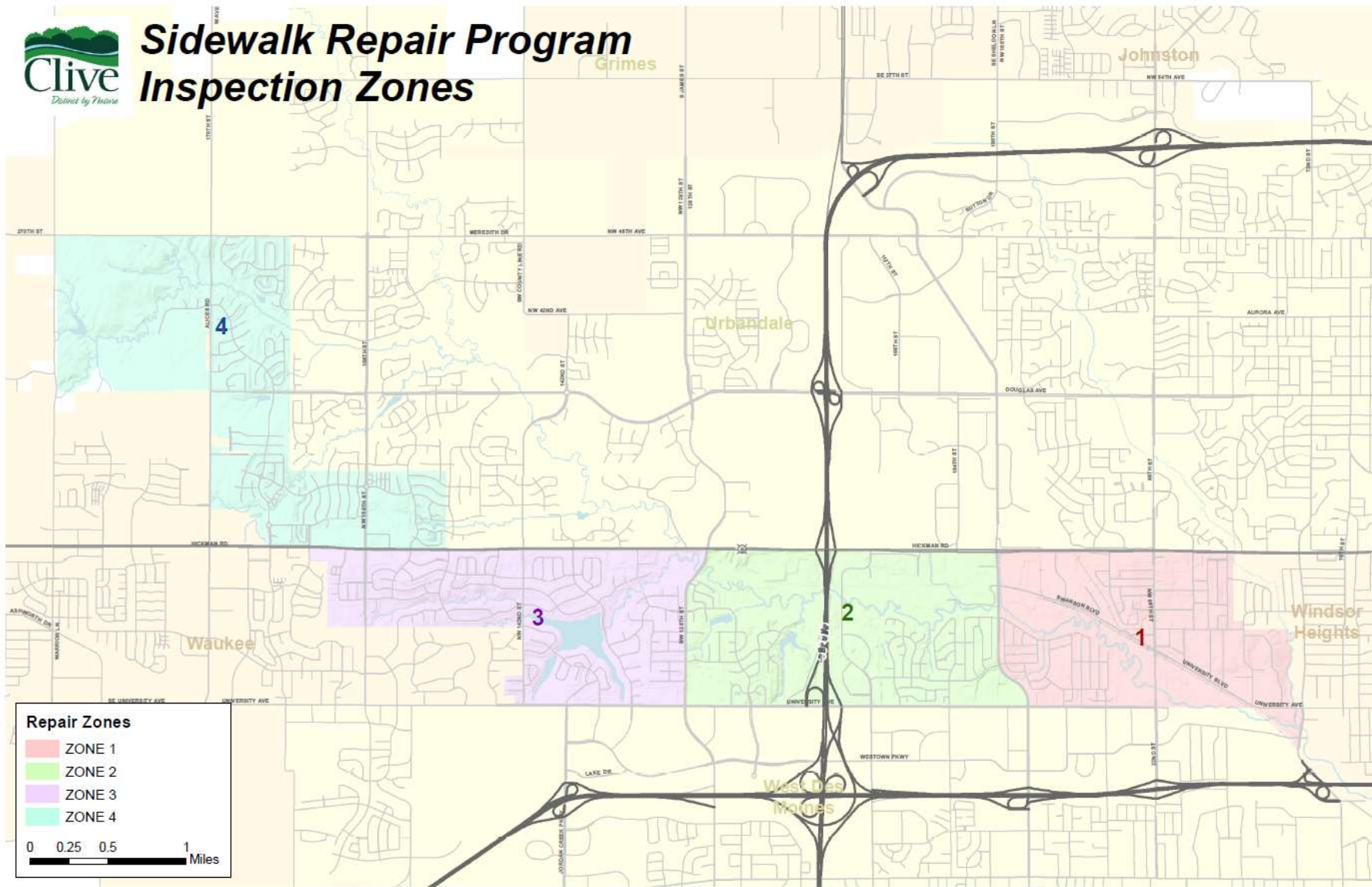
APPENDIX “A”- SIDEWALK REPAIR PROGRAM TIMELINE

General Timeline For Sidewalk Repair Program- The following timeline will be used by staff to administer the program. The specific dates for individual tasks and deadlines will be determined in July of each program year.

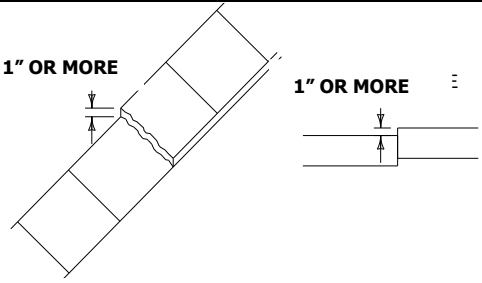
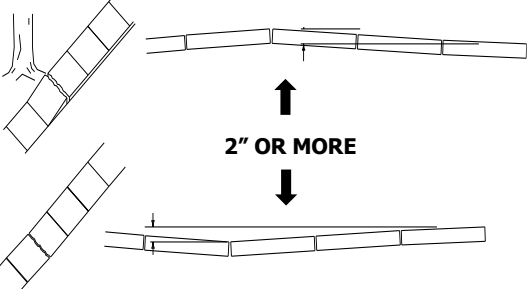
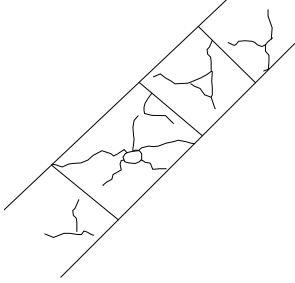
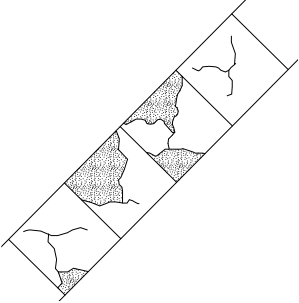
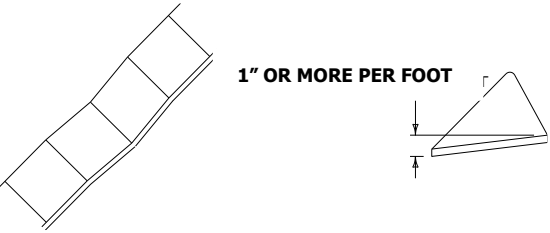
<u>August</u> --	Community Development staff submit City newsletter article identifying general location of Sidewalk Repair Program inspection area (September Newsletter)
<u>Sep-Oct</u> --	CD staff review sidewalk conditions, mark deficiencies, and document repair needs
<u>Nov</u> --	Mail Sidewalk Repair Program notice outlining property owner obligation and repair process
<u>Jan</u> --	Develop Sidewalk Repair Program Request for Proposal, solicit responses and manage Bid Opening
<u>Feb</u> --	Prepare recommendation to award Sidewalk Repair Program contract
<u>March</u> --	Mail Sidewalk Repair Notice to property owner including cost of repair
<u>Mar- May</u> --	Inspect sidewalk repairs completed by property owners
<u>May</u> --	Deadline for property owner to complete repair
<u>June</u> --	Finalize sidewalk repair needs and prepare contractor repair list
<u>June-Sept</u> --	Inspect sidewalk repairs and manage contractor performance
<u>Sept</u> --	Deadline for contractor to complete repair list
<u>Oct-Nov</u> --	Mail Sidewalk Repair Invoice to property owners
<u>Dec</u> --	Mail Sidewalk Repair Invoice Payment Reminder to property owners
<u>Jan</u> --	Submit list of unpaid Sidewalk Repair Invoices to Administrative Services Department to collections through Special Assessment process



Sidewalk Repair Program Inspection Zones



APPENDIX "C"- SIDEWALK/SHARED USE PATH REPAIR CRITERIA

 1" OR MORE 1" OR MORE	<u>Repair Code "A"</u> The sidewalk has cracked or separated with a vertical edge of (1") one inch or more. <u>Applying patch material as a "ramp" or "fill" transition is prohibited with a Repair Code A, B, or E.</u>	
 2" OR MORE	<u>Repair Code "B"</u> The sidewalk has raised or settled more than (2") two inches in (12') twelve feet from the normal line of grade of the sidewalk. <u>Applying patch material as a "ramp" or "fill" transition is prohibited with a Repair Code A, B, or E.</u>	
	<u>Repair Code "C"</u> The sidewalk has cracked into more than three pieces per 4'x4' square and sections are distorted or distressed with a vertical height difference of (1/2") one-half inch or more, or a horizontal separation of (1") one inch or more or has cracked and part of the sidewalk is missing, forming holes.	
	<u>Repair Code "D"</u> Sidewalk surface has deteriorated to a degree that the surface is gone causing the accumulation of loose material.	
 1" OR MORE PER FOOT	<u>Repair Code "E"</u> The sidewalk has settled or for some other reason is sloped or tilted more that (1") one inch per foot toward either side. <u>Applying patch material as a "ramp" or "fill" transition is prohibited with a Repair Code A, B, and E.</u>	

REPAIR CODE A

When inspecting adjacent sidewalk/shared use path panels which fall under the standard repair Code A of the Sidewalk/Shared Use Path Repair Policy, the inspector shall determine the defective sidewalk/shared use path panel(s) to mark for repair/replacement by evaluating the following factors:

1. The sidewalk/shared use path panel(s) that most nearly reflect the proper grade or best condition of the adjacent panels should remain.
2. The overall finished alignment of the sidewalk/shared use path panel(s) when repair is complete should be the most uniform alignment.
3. The sidewalk/shared use path panel(s) that have changed position will be considered for replacement as it has created the hazard and its replacement will provide a more uniform overall sidewalk/shared use path grade.

REPAIR CODES A, B, OR E

Sidewalk/shared use path panel(s) marked as defective under Repair Codes A, B, or E may be repaired without total replacement if the sidewalk panels are in otherwise good condition and in one piece. The sidewalk/shared use path panel(s) may be jacked up and the subgrade excavated or filled and the sidewalk/shared use path panel(s) reset to a safe uniform grade condition. Repositioning existing panels may be done under the direction of the City's designated inspector.

Sidewalks/shared use path panel(s) marked as defective under Repair Code A may also be able to be ground down to eliminated the defect. As noted in the "how to guide", for every 1/4" (inch) of vertical separation 3" (inches) shall be tapered. Applying patch material to provide a "ramp" or "fill" transition is prohibited with Repair Codes A, B, and E.

Please refer to the Sidewalk Inspection Form mailed to you to see if your sidewalk/shared use path panel(s) can be lifted or ground.

REPAIR CODES C OR D

Sidewalk/shared use path panel(s) marked as defective under Repair Codes C or D generally require complete replacement of these conditions. In rare occasions using a patch material may be adequate. Please refer to the Sidewalk Inspection Form mailed to you to see if your marked sidewalk/shared use path panel(s) will need full replacement or if patch material would be allowed.

APPENDIX “D”- SIDEWALK/SHARED USE PATH REPAIR GUIDE

SIDEWALKS/SHARED USE PATHS

FULL PANEL REPLACEMENT GUIDE:

THE PROCESS:

- A. Prior to any work being done, apply for a Sidewalk/Shared Use Path Repair Permit from the Community Development Department.
- B. Prior to any excavation, it is the responsibility of the person doing the work to contact Iowa One Call (811) at least 48 hours before work commences.
- C. The sidewalk contractor or property owner shall contact the Community Development Department at 515-223-6221 to schedule a sidewalk installation (pre-pour) inspection a minimum of 24 hours prior to pouring any concrete. An inspector will review the layout and forms to ensure compliance with the minimum sidewalk design standards.
- D. Upon an approved installation (pre-pour) inspection the sidewalk may be poured and finished. Following the concrete placement and finishing, the sidewalk should be backfilled with clean dirt and any disturbed areas shall have grass seed applied.
- E. Once the sidewalk has been poured and finished, the forms removed, the sidewalk has been backfilled, grass seed has been applied to the disturbed areas, and construction debris removed, a final inspection is required. Contact the Community Development Department at 515-223-6221 to report that the installation has been completed and an inspector will do a final inspection to close out the project.
- F. The sidewalk closure/construction must be completed within 14 days after work has begun.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

CROSS SLOPE:

- A. In general, for drainage purposes, all sidewalks shall slope to the street at a rate of not more than 1/4" (inch) per foot. On rare occasions when the sidewalk is below the curb height of the street, the sidewalk will be allowed to slope away from the street at a rate not more than 1/4" (inch) per foot.

MATCHING EXISTING WALKS:

- A. The width and location of a new sidewalk shall be varied to match the width and location of existing sidewalks in the area. However, the sidewalk width shall not be reduced to less than 4' (feet).

- B. Sidewalk cross slope may be varied through a gradual transition to match existing adjoining walks. Contact the Community Development Department at 515-223-6221 if existing adjoining walks vary significantly from existing standards.

MATERIAL AND THICKNESS:

- A. Sidewalks shall be constructed of Portland Cement Concrete with not less than 4000 psi mix. Bag concrete is allowed if it has a rating not less than 4000 psi.
- B. Where the sidewalk crosses the driveway, the thickness shall not be less than 6" (inches) thick for residential properties and no less than 7" (inches) thick for commercial properties.
- C. Sidewalks greater than 5'(feet) wide must have a minimum thickness of 5" (inches) or match existing thickness, whichever is greater.

JOINTS AND FINISH:

- A. Sidewalks shall have a uniform texture with a broom finish.
- B. Tooled joints are permissible on sidewalks with less than 6' (feet) width. The joint depth shall be 1/3 the sidewalk thickness. The joint width shall be minimized.
- C. Sawed joints are permissible for all widths of sidewalks. The joint depth shall be 1/3 the sidewalk thickness.
- D. Sidewalk joints shall be spaced evenly to provide a finished look of evenly spaced square panels.
- E. Transverse and longitudinal expansion joints shall be installed around the sidewalk through a driveway to isolate it. Expansion joints shall also be placed at property lines and when the sidewalk is adjacent to curb ramps or the common square of a curb ramp.
- F. Expansion joints shall be constructed by installing a minimum of 1/2" (inch) thick strip of non-extruded, pre-molded joint material for the **full depth** of the concrete. Any expansion material protruding above the finished work shall be carefully trimmed to the level of the abutting concrete.
- G. The contractor shall remove all material which will be displaced by the sidewalk, including all soft, spongy base, and all vegetation or other perishable matter. Sidewalk sub-grade should be brought to a firm, unyielding surface by tamping with a hand tamper. Vibrating tampers will be permitted when granular sub-grade is used. Compacted 3/4" (inch) road stone or approved equal is an acceptable granular sub-grade (sand is prohibited).

LIFTING/MUDJACKING GUIDE:

APPROVED FIX:

- A. Lifting panels is only allowed in special circumstances. The sidewalk inspection report mailed to you will specify whether or not lifting panels is allowed as a fix for your sidewalk. Please review the sidewalk inspection report and contact the Community Development Department at 515-223-6221 if you have any question or concerns.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

ACCEPTABLE REPAIR:

- A. Final results must be level with adjacent panels and must align with the original linear design grade. This may require raising more than one panel to achieve the desired results.
- B. Final results shall not leave any panels in a condition that is worse than existing condition prior to work being done.

GRINDING TRIP HAZARD GUIDE:

APPROVED FIX:

- A. Grinding is only allowed in special circumstances. The sidewalk inspection report mailed to you will specify whether or not grinding is allowed as a fix for your sidewalk. Please review the sidewalk inspection report and contact the Community Development Department at 515-223-6221 if you have any questions or concerns.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

ACCEPATABLE REPAIR:

- A. The vertical rise causing the trip hazard must be ground down so that the two adjacent panels are level with one another without any vertical separation between them. The ground concrete taper must be spread and uniform for a smooth transition.
- B. For every 1/4" (inch) of vertical separation 3" (inches) shall be tapered. For example, a 1" (inch) trip hazard would require a 12" (inch) taper.

PATCHING GUIDE:

APPROVED FIX:

- A. Patching is only allowed in special circumstances. The sidewalk inspection report mailed to you will specify whether or not patching is allowed as a fix for your sidewalk.

Please review the sidewalk inspection report and contact the Community Development Department at 515-223-6221 if you have any questions or concerns.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

ACCEPTABLE REPAIR:

- A. If your sidewalk inspection report states that you are allowed to use patch material to fill holes you must use a pre-mixed vinyl concrete patch product or a pre-mixed cement patch product available at most hardware or box stores.
- B. Completed work must be smooth and level with existing concrete within the panel. The finished work must be done in a way as to not cause a slip hazard.

APPENDIX "E"- SIDEWALK/SHARED USE PATH REPAIR PERMIT



CITY OF CLIVE SIDEWALK/SHARED USE PATH REPAIR PERMIT

Complete and return to the City in the enclosed envelope.

Return to: City of Clive
Community Development Department
1900 NW 114th Street
Clive, Iowa 50325

DATE: _____

PROPERTY ADDRESS: _____

NAME OF PROPERTY OWNER: _____

DAYTIME PHONE: _____

ADDRESS OF PROPERTY OWNER: _____

(IF DIFFERENT THAN ABOVE) _____

☐ I AM HIRING MY OWN CONTRACTOR

CONTRACTOR NAME: _____

ADDRESS/PHONE NO: _____

☐ I REQUEST THE CITY TO PERFORM THE WORK AND BILL ME ACCORDINGLY
(CITY WILL ONLY DO FULL PANEL(S) REPLACEMENT)

=====

☐ I AM PERFORMING THE WORK MYSELF

SCOPE OF WORK IF DOING YOURSELF OR HIRING YOUR OWN CONTRACTOR

☐ REPLACING PANEL ☐ LIFTING PANEL ☐ GRINDING PANEL (ONLY IF APPROVED)

☐ FILLING HOLES WITH APPROVED PATCH (ONLY IF APPROVED) ☐ OTHER (PLEASE EXPLAIN)

All work must be inspected and approved by the Community Development Department. Contact the department at 515-223-6221 a minimum of 24-hours in advance to schedule an inspection.



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: January 9, 2025

RE: 3rd Consideration of Proposed Ordinance No. 1156 - Zoning Ordinance Amendment Regarding Permitted Uses in Commercial Districts

SYNOPSIS:

There have been no comments received or changes to the proposed ordinance since the public hearing of second consideration of Ordinance 1156. Staff recommends approval of the final consideration of Ordinance 1156 regarding schools as permitted uses in commercial districts.

Please contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221 if you have questions or need additional information prior to the meeting.

Attachments:

1. Ordinance 1156

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE
REGARDING PERMITTED USES IN COMMERCIAL DISTRICTS

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained with Title 11 in the Zoning Ordinance, unless otherwise specified.

SECTION 2. AMENDMENT- COMMERCIAL DISTRICTS. In Title 11, Chapter 7 (entitled “Commercial Districts”), Section 11-7-4 (entitled “PRINCIPAL PERMITTED USES”), is hereby deleted and the following inserted in lieu thereof:

Principal permitted uses for commercially zoned property are listed in the following table. Where a use is not expressly listed below, the community development director shall have authority to determine if the use is compatible and consistent with the surrounding environment.

Permitted Uses - Commercial					
Use	C-1	C-2	C-3	C-4	C-5
Auditoriums	P	P		A	
Automobile and truck travel plaza					P
Automobile sales and display		P			
Automobile supply (retail)	P	P		P	
Automotive repair	P	P		P	
Automotive wash	P	P		P	P
Bakeries	P	P		C	
Banks	P	P	P	P	P
Building material sales yard, lumberyard		P			P

Childcare, including daycare	P	P	A	A	
Commercial entertainment	P	P			P
Consumer fireworks sales	P	P	P	P	P
Convenience stores/gas stations	P	P		P	P
Dance studio	P	P		P	
Domesticated animal boarding/kennels	P	P		A	
Drinking places	P	P	A	A	
Farm machinery and mobile home sales and repair		P			P
Fitness center	P	P	A	P	
Funeral homes and mortuaries	P	P		P	
Grocery store	P	P		P	
Hair salon	P	P	A	P	P
Hospitals	SP	SP	P		
Hotel, motel or motor lodge	P	P	P	P	
Launderette and similar business using only nonflammable solvents	P	P			P
Laundry, repair, dry cleaning and pick up	P	P	A	P	
Libraries	P	P	P	P	
Medical office, clinic	P	P	P	P	
Millwork		P			
Ministorage		P			
Monument sales and engraving		P			
Movie theater	P	P		P	
Museums	P	P	A	P	
Nurseries and greenhouses	P	P			
Nursing homes	SP	SP			
Photographic studios	P	P		P	
Printing and/or publishing house		P			

Professional offices	P	P	P	P	P
Religious institutions	P	P		SP	
Restaurant, fast food	P	P	P	P	P
Restaurant, fast food drive-through	P	P		P	
Restaurant, full service sit down	P	P	P	P	P
Retail	P	P		P	
Schools, Elementary and Secondary	SP	SP	SP	SP	
Schools, Post-Secondary	P	P	P	P	
Sheet metal shop		P			
Small engine/lawn mower repair shop	P	P			
Storage warehouse, provided no outside storage shall be permitted		P			
Utility substations	SP	SP		SP	SP
Veterinary clinic and hospital	P	P		P	
Key: P = Permitted C = Conditional A = Auxiliary SP = Special Permitted Use					

SECTION 3. AMENDMENT- DEFINITIONS. In Title 11, Chapter 2 (entitled “Definitions”), Section 11-2-1-19 (entitled “Words beginning with “S.”), is hereby amended by adding the following words and terms:

EEE. “Schools, Elementary and Secondary” means an educational institution consistent with NAICS Code 6111 Elementary and Secondary Schools and having an established curriculum the same as ordinary given in the local public school system. Student housing or dormitories are not included in this definition.

FFF. “Schools, Post-Secondary” means an educational institution consistent with NAICS Codes 6112 Junior Colleges, 6113 Colleges, Universities, and Professional Schools, and 6114 Business Schools and Computer and Management Training. Student housing or dormitories, student recreational centers, athletic facilities, and similar supporting uses commonly associated with post-secondary schools are not included in this definition.

GGG: "Schools, Technical and Trade" means an educational institution consistent with NAICS Code 6115 Technical and Trade Schools. For zoning purposes, technical and trade schools shall be interpreted to be the same use category as the job specific training it provides.

SECTION 4. AMENDMENT- SPECIAL USE PERMIT. In Title 11, Chapter 3 (entitled "Board of Adjustment"), Section 11-3-6 (entitled "Special Use Permit"), is hereby amended by adding the following:

E. Growth Plan for Elementary and Secondary Schools. In granting a special use permit related to Elementary and Secondary Schools, a growth plan forecasting the student, staff, and facility needs over an approximately 10-year period shall be provided.

SECTION 5. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024" in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be judged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 7. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2024.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____, 2024.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____, 2024.

CERTIFIED BY:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: January 9, 2025

RE: Resolution Setting Date of Public Hearing (2/13/25, 6:00 p.m.) and Authorizing Mailing and Publication of Notice of Intent to Commence a Public Improvement Project to Construct the Alice's Road Improvements Phase 1A Project and to Acquire Land for the Project, If Necessary, By Eminent Domain

SYNOPSIS:

The 2025 CIP includes the Alice's Road Reconstruction Project– Phase 1A (Horizon to south of Dellwood). The construction of the project will require the City to acquire easements and ROW from five property owners. The City is working to acquire the necessary easements and ROW.

This project has a tight schedule and to complete the project in 2025 there cannot be any delays in the start of the project. While we believe we will be able to acquire the necessary easements and ROW without the use of eminent domain, the eminent domain process needs to be started, to have it available to use and keep the project on schedule in the event an agreement on the necessary acquisitions cannot be reached.

The eminent domain process requires a Public Hearing and the scheduling of court hearings. The City will have until the court hearings to continue to work with the property owners on an agreement. If the City cannot reach an agreement, it will be necessary to proceed with the court hearing. Once the court hearing is held, the project can start and the only issue to be resolved is the amount that is paid for the acquisitions.

Again, we plan to work to acquire the easements without the use of eminent domain but need to take this action at this time to avoid potential delays to the project.

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

Attachments:

1. Resolution - 01-09-25 - Setting of PH for Alice's Road ROW Acquisition

A RESOLUTION SETTING DATE OF PUBLIC HEARING AND AUTHORIZING MAILING AND PUBLICATION OF NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT TO CONSTRUCT THE ALICE'S ROAD IMPROVEMENTS PHASE 1A PROJECT AND TO ACQUIRE LAND FOR THE PROJECT OR, IF NECESSARY, BY EMINENT DOMAIN

WHEREAS, under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such land whose properties may be acquired in whole or in part for the project (See Sections 6A.21(a) and 6B.2A of the Iowa Code); and

WHEREAS, under the provisions of 6B.2D of the Iowa Code, the acquiring agency is required to give notice of a hearing to each property owner, contract purchaser of record and any tenant known to be occupying the property prior to the date of the meeting at which such proposed authorization will be considered; and

WHEREAS, a map has been prepared which shows this proposed improvement and identifies the proposed properties with any potential for any form of property acquisition activity; i.e., temporary construction easements, permanent easements, and fee simple interests; and

WHEREAS, before the City of Clive can proceed with said project, the Clive City Council must:

- (a) Mail notices as required by Iowa Code Section 6B.2A to all property owners and contract purchasers of land with any potential for any form of property acquisition activity for this project and publish notice as specified in the Iowa Code.
- (b) Hold a public hearing, giving persons interested in the proposed project the opportunity to present their views and objections regarding the project, final route or site, and authorize acquisition of private property for the project by purchase and eminent domain, if necessary all in accordance with Chapter 6B of the Iowa Code.
- (c) Adopt a resolution to approve the project, final route or site and authorize acquisition of private property for the project by purchase and eminent domain, if necessary.

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

The map for this improvement, to be known as the ALICE'S ROAD IMPROVEMENTS PHASE 1A PROJECT, showing the general configuration of the improvement and

identifying the proposed properties with any potential for any form of property acquisition activity; i.e. temporary construction easements, permanent easements, and fee simple interests, be and is hereby received and put on file for public inspection.

BE IT FURTHER RESOLVED, that this City Council will meet at the Public Safety Building (8800 Hickman Road, Clive, Iowa) at 6:00 P.M. on February 13, 2025, for the purpose of:

- (a) Holding a public hearing, giving persons interested in the proposed project the opportunity to present their views and objections regarding the project, the final site selection and/or route for the project, and regarding the proposed acquisition of property for the project by purchase or eminent domain if necessary.
- (b) Adopting a resolution to approve the project and authorize acquisition of private property for the project by purchase or eminent domain.

BE IT FURTHER RESOLVED, that the City Clerk is hereby instructed to cause notice to be published and mailed as required by law of the pendency of this resolution and of the time and place of the hearing at which persons interested in the proposed project may present their views and objections regarding the project and regarding the acquisition of property for the project by purchase or eminent domain, in the form required by Chapter 6B of the Code of Iowa.

PASSED AND APPROVED THIS 9th day of January 2025.

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: January 9, 2025

RE: 2025 Clive Community Engagement Plan and draft Clive Communications Policy

SYNOPSIS:

Assistant City Manager Peter De Kock will present the 2025 Community Engagement Plan and review the draft Clive Communications Policy. Pending Council direction, staff will make necessary changes to the draft policy, review it with the City's attorneys, and bring it forward at a future meeting for adoption. Communications metrics for the second half of 2024 are being compiled and will be shared with the Council in late January. Staff is also preparing a "User Guide" with practical tips on implementing the Communications Policy and other best practices.

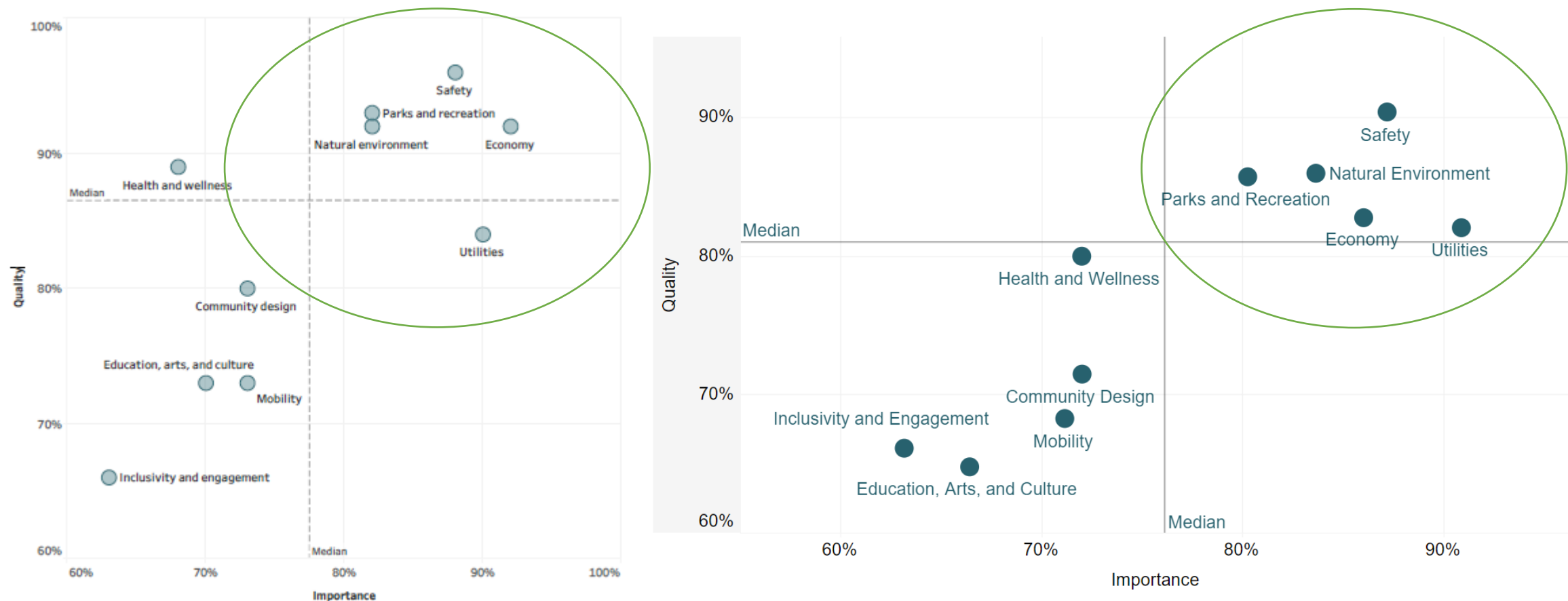
Attachments:

1. Clive Community Engagement Strategy 2025
2. Communications Policy - Updated 1-6-2025

Clive 2025 Community Engagement Strategy

Pete De Kock, Assistant City Manager
Molly Elder, Communications Specialist
January 9, 2025

Residents consistently give Clive excellent ratings in areas of livability they believe are most important.

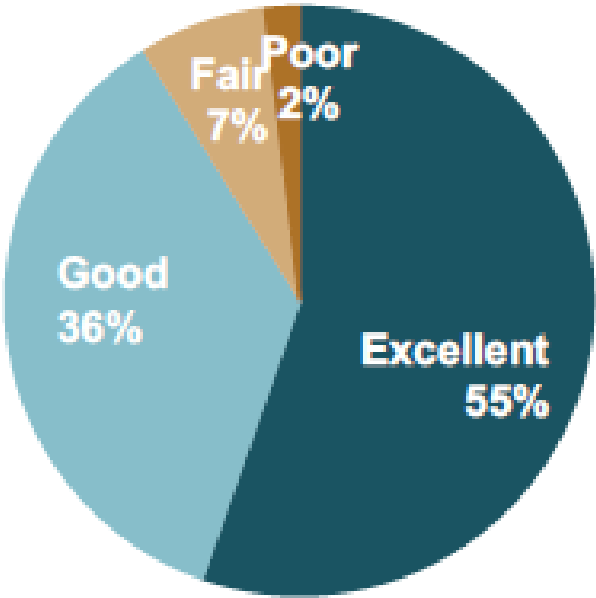


Source: 2022 and 2024 Clive Citizen Satisfaction Surveys

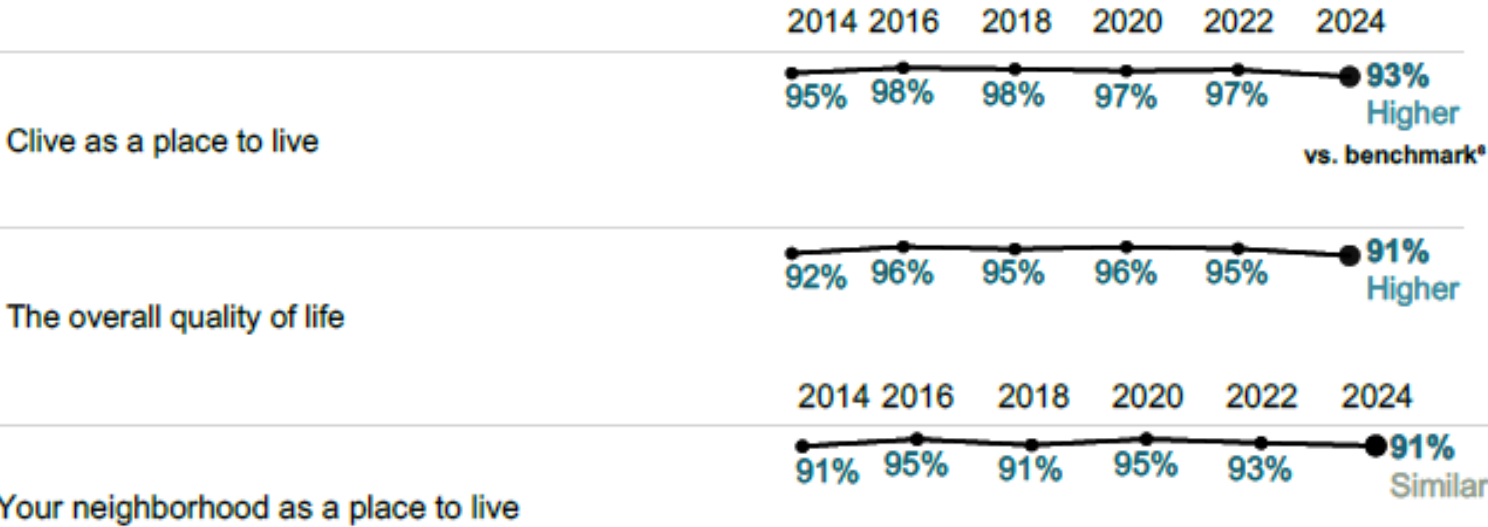
For the past decade, Clive residents have consistently given the City high marks for overall quality of life.



The overall quality of life in Clive, 2024

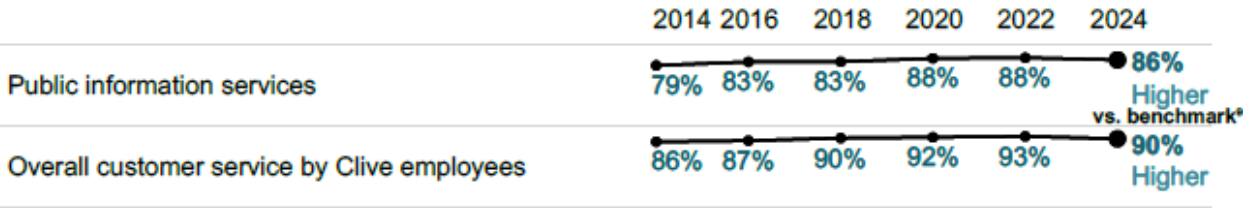


Please rate each of the following aspects of quality of life in Clive.
(% excellent or good)



In contrast with national downward trends in public institutions and rising “civic cynicism,” Clive’s ratings for governance, public information, transparency, and overall confidence remain high.

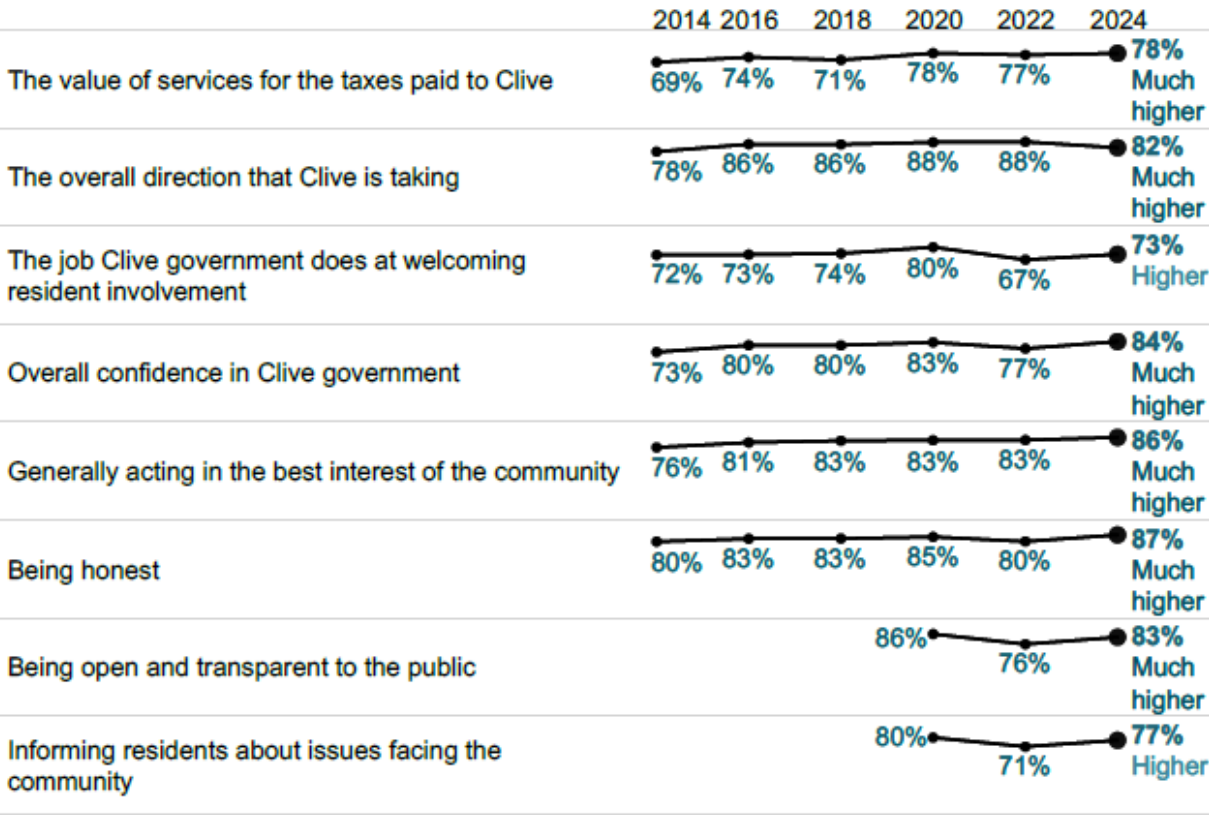
Please rate the quality of each of the following services in Clive.
(% excellent or good)



3 of 339
15 of 386

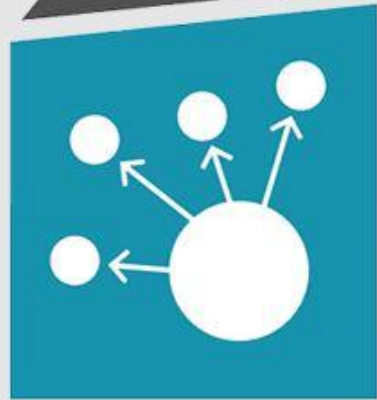


Please rate the following categories of Clive government performance.
(% excellent or good)



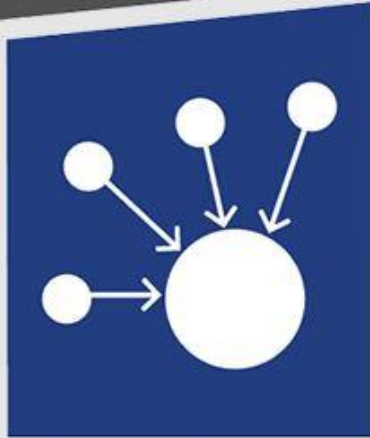
5 of 397
3 of 366
7 of 358
1 of 330
2 of 334
1 of 325
1 of 284
3 of 288

DEGREE OF DIFFICULTY AND PUBLIC IMPACT



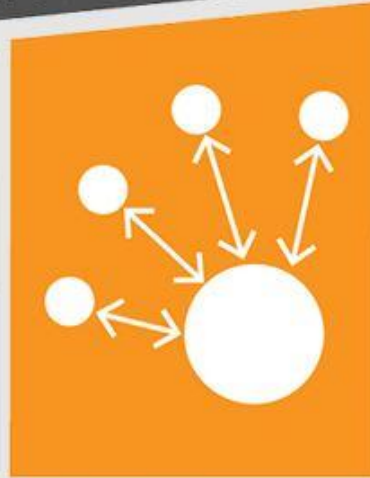
INFORM

provide balanced, objective info that the public should know and act on



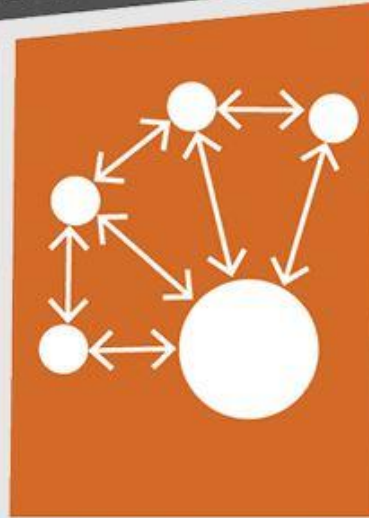
CONSULT

obtain and consider feedback or input on issues, ideas, and decisions



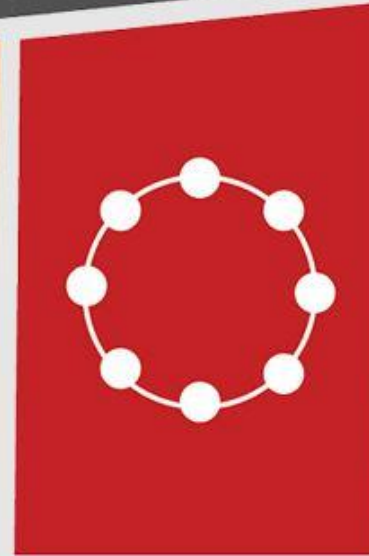
INVOLVE

work with the public to understand the issues and problems and include in identifying options for moving forward



COLLABORATE

partner with the public, seeking advice and innovations that become embedded as much as possible in decisions made



EMPOWER

final decisions are made by the public and are one of the players implementing them

The 2025 Engagement Plan is built to advance the City's strategic goals and highest priorities

Policy Agenda

An item that needs direction or policy decisions by the Council, including funding decisions, leadership in the community, or collaboration with other governmental bodies.

Top Priority

- Long-range Financial Modeling and Comparison City Study
- Clive's Regional Partnerships
- Greenbelt Landing
- Financial Policy Strategy and Tax Rate
- Hickman Road Interchange
- Alice's Road Reconstruction

High Priority

- Rental Housing Program
- Major Streets/Crosswalks Evaluation
- Grant Funding Strategy
- Accessory Dwelling Units
- Harbach Center Future
- Recreation & Library Programming Registration

Management Agenda

A management action on which the Council has set the overall direction and provided initial funding.

Top Priority

- Linnan Park Reconstruction
- Flood Prone Property Temporary Park
- City Texting Platform
- Fire-EMS Collaboration with Urbandale
- Collective Bargaining
- City Hall Security & Remodel Project

High Priority

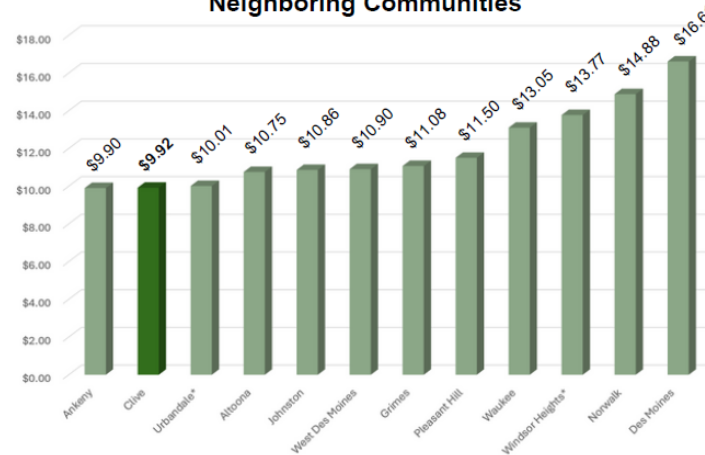
- University Blvd Flood Mitigation Plan
- New Utility Billing Rate Structure
- Non-Union Employee Compensation Study
- Polk County Hazard Mitigation Plan
- Westcom New Dispatch Facility
- Water Resources Master Plan Implementation

CIP and FY25-26 Budget



- Budget meetings from February through April; consistent information sharing across communications platforms
- “Truth in Taxation” mailing in March; special public meeting in April; required public notifications across comms platforms
- Expect robust public discussion in Q1-Q2 about property taxes
- State of the City presentation in March
- “Value for taxes paid” storytelling with other west-side Metro communities

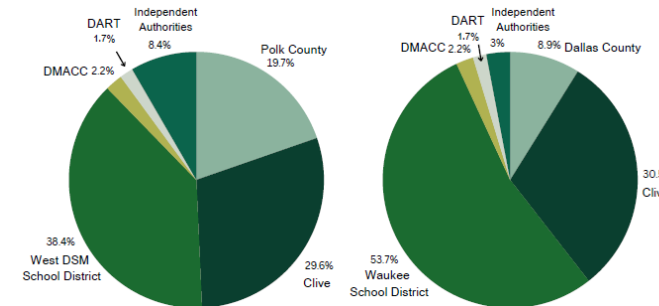
Clive's Rate vs. Proposed Rates of Neighboring Communities



- Clive has the second-lowest proposed property tax rate for the fiscal year starting July 1, 2024, among cities in the Des Moines Metro Area. **Clive plans to reduce its tax rate from \$10.14 to \$9.92.** On average, residents will pay \$0.22 less per \$1,000 compared to the previous year.
- For a typical Clive household, the average cost of city services and infrastructure will **decrease \$264.62 per year, or 8.8% from the previous year.**
- For a typical Clive business, the average cost of city services and infrastructure will **increase \$19.32, or 0.1% from the previous year.**

The graph shows proposed rates of neighboring communities as of March 8, 2024.
*Does not include \$0.20 Urbandale & \$0.39 Windsor Heights Sewer District Levy.

Total = \$38,657,500				Internal & Equipment \$2,000,000	
Capital Improvements Plan FY 2024-25 Clive is making historic investments in its infrastructure, including street reconstruction, flood mitigation, natural spaces, and park facilities.	Streets \$16,485,000	Park Facilities \$7,642,500		Water Mains \$250,000	
	Flood Mitigation \$8,000,000	Municipal Buildings \$3,800,000		Stormwater Facilities \$100,000	
	Sanitary Sewers \$200,000				
	Traffic Control \$180,000				



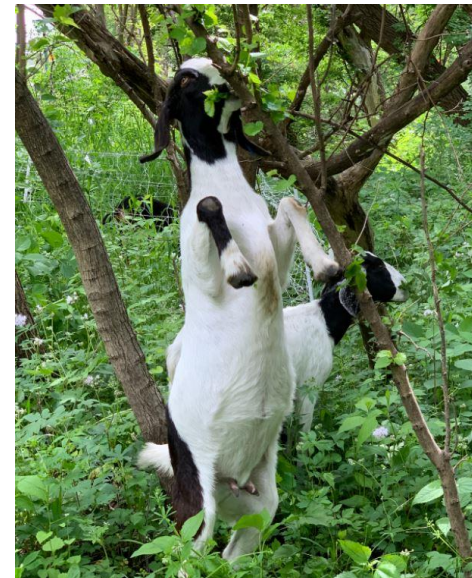
Street Stories

- Historic City investments in maintaining and improving Clive's streets
- Consistent patching and maintenance activity
- Year two of asphalt overlays in the Country Club neighborhoods
- Final phase of NW 114th
- Ongoing Hickman Road – 80/35 Interchange work
- First phase of Alice's Road reconstruction



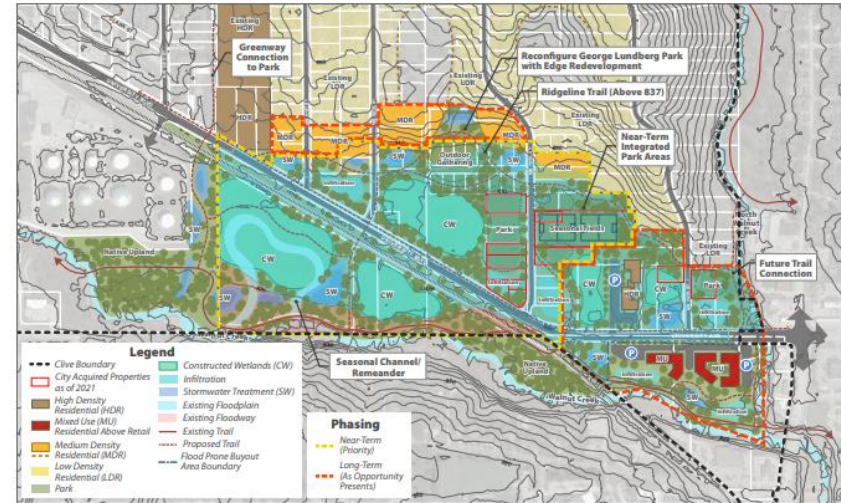
Parks stories

- Greenbelt Landing construction, donor acknowledgment, construction; Aquatic Dance
- Linnan Park start of construction
- Cirksena Park ribbon cutting
- Little Walnut Creek stabilization, habitat restoration, and trail reconstruction east of Alice's Road; starting work West of Alice's Road
- Temporary park in flood-prone property buyout area
- Greenbelt Goats and vegetation management
- Clean-ups, adopt-a-trail, and adopt a stream, etc.
- Trail etiquette and good stewardship practices



86th Street Activation

- Linnan Park playground voting and the start of construction
- Quarterly mailings to the neighborhood in partnership with WDMCS
- Second back-to-school event with Crestview School of Inquiry
- Construction of temporary park features in flood-prone property buyout area
- Ongoing voluntary buyouts and planning for flood-prone property buyout area



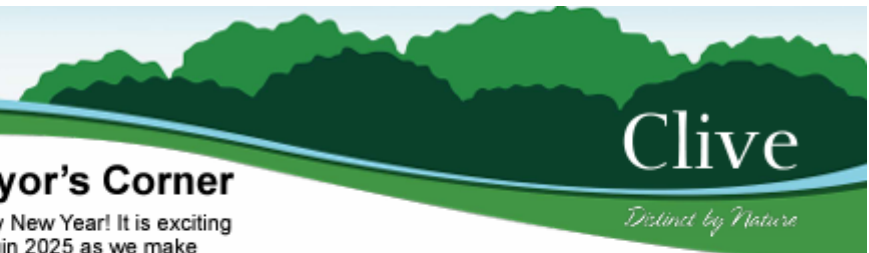
Greenie build-out and upcoming decision points

- Greenie virtual assistant officially launched in January 2025
 - Campaign to promote the service and drive opt-ins will run through the year
- Selection of recreation/library program registration platform Spring 2025; implementation September 2025-February 2026
- Next steps to improve the digital utility newsletter experience; greater consistency to the look of all Clive newsletters; house all newsletters on a single platform



Ask Greenie

January 2025



Mayor's Corner



John Edwards
Mayor of Clive
Office: 515-887-5070
Email: jedwards@cityofclive.com
Address: 1900 NW 114th Street
Clive, Iowa 50325

Happy New Year! It is exciting to begin 2025 as we make resolutions and look forward to the many great things happening in Clive. Below you'll find information on our new "Greenie the Goat" tool that can help you quickly find what you need, our Capital Improvement Plan, construction work at City Hall and the Library, fun winter activities, and other news.

security, staff productivity, and accessibility. After a brief closure during the holidays, the library will reopen on January 6 with full access to books and other items for checkout but limited access to study areas and restrooms. Some library programming will also be moved to alternate locations during construction. While the library is briefly closed through January 5, patrons can request library items online and pick them up at the branch library in the Harbach Community Center (8505 Harbach Blvd). Construction on the library and council chamber is scheduled to be completed in Summer 2025. Visit

Other 2025 Engagement Topics

- Employee recruiting and retention
- Transition to parcel-based stormwater utility billing; truing up commercial and industrial ERU calculations with implementation at the start of the fiscal year
- Water resources-related projects
 - 2024 SQR program
 - Second annual Clive tree sale
 - Second round of stormwater assistance grant program
 - City-owned pond maintenance
- Flooding and other community safety-related communications
- Library, Harbach Center, CAC, and recreation programming promotion
- Library and Council Chamber renovation
- Clive Festival, Food Truck Fridays, Cabin Fever Reliever, Greenbelt Music Festival, Back to School Kickoff, and other community gatherings

In 2025 we will enhance our community engagement work by...

- Implementing and driving the adoption of the Greenie virtual assistant
- Continuously improving cityofclive.com
- Creating more in-house videos and specific professionally produced videos
- Producing high-quality print pieces and leveraging that copy on digital platforms
- Grow email distribution lists and improve project pages
- Continue organically growing audiences across social media platforms
- Cultivating relationships with journalists and partnering with opinion leaders
- Creating signage and other items for significant City projects and select campaigns
- Supporting storytelling, skill development, and story alignment across departments
- Utilize our communications dashboard to align and track performance across platforms
- Continue improving communications in multiple languages, especially Spanish
- Create a formal AI Policy and User Guide

Communications Specialist Year One

- Front line for the day-to-day management and improvement of the City's growing suite of digital, print, and in-person communications tools
 - Cityofclive.com
 - Video creation and editing
 - Social media content creation and audience growth
 - Cross-purposing content across platforms
 - Standardizing platform and formatting for the City's electronic newsletters
 - Compiling the monthly utility newsletter
 - Support for neighborhood meetings and other City convenings
 - Multi-language communications
 - Performance tracking
 - Expanding the skillset of staff across departments
- Support across strategic engagement campaigns
 - 86th St. Neighborhood activation; including Linnan Park improvements
 - Clive Greenbelt improvements, including Greenbelt Landing
 - Employee recruiting, retention, and internal communications
 - Ongoing neighborhood engagement on capital projects, specifically streets
 - Budget and CIP storytelling

Clive Communications Policy

- Draft policy setting the expectations, standards, guidelines, and requirements for how City employees engage media and use digital platforms—including social media—on behalf of the City.
- Content was developed after reviewing the policies of neighboring communities
- Mayor and Council, please give extra attention to the following topic areas:
 - Media requests sent to the Mayor or Councilmembers
 - Emergency media relations
 - Social media conduct standards for elected officials; public records and avoiding using social media as a mechanism for conducting official City business
 - Social media content moderation and comment removal

Communications Policy

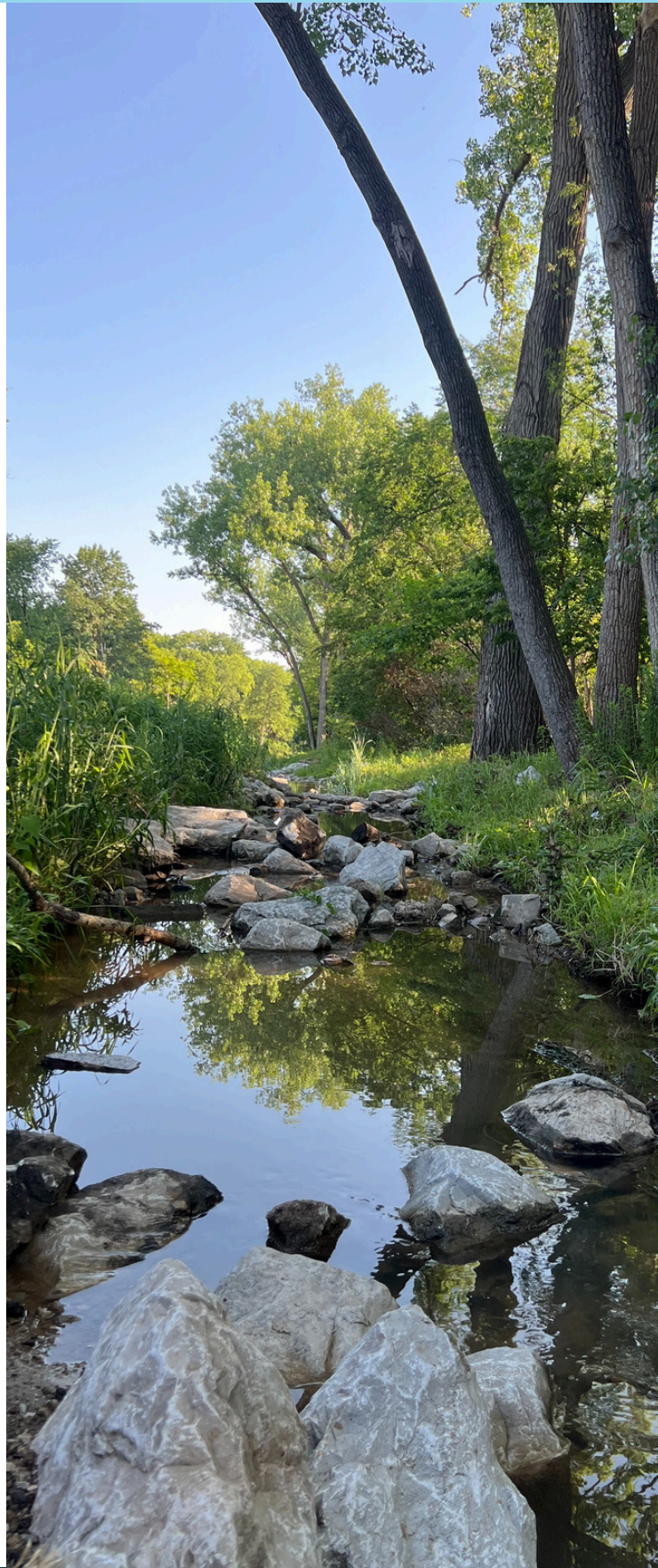


Updated in 2025



Overview

The following policy provides the City of Clive's official Communications and Social Media Policy. The policy sets expectations, standards, guidelines, and requirements for how City employees communicate with the media and use social media on behalf of the City, as well as the establishment of social media by the City and use of social media by City employees and officials on behalf of or on topics regarding the City.



Policy

The City's policy is to keep the media and the public fully, fairly, and accurately informed of programs, services, events, and issues in a timely manner. The City's website, **www.cityofclive.com**, is the City's primary online source for communicating information to the public. The City may establish social media accounts to communicate information to the public in accordance with this policy. Information posted on City social media sites will supplement, and not replace, required notices and standard methods of communication.

Purpose

This policy provides guidelines for the City to keep the media and the public fully, fairly, and accurately informed of programs, services, events, and issues in a timely manner.

This policy further provides expectations and guidelines for how City employees and elected and appointed City officials should conduct themselves both when communicating with the media on behalf of or on topics regarding the city and when using social media sites on behalf of or on topics regarding the city.

Efficient and effective communication with the media and the public is critical to the City's ability to present information, consistent with and as required by City policies and local and state law.

Coordination, uniformity, accuracy, and timeliness are cornerstones of strong and productive public relations. Additionally, social media offers the City an important tool for efficiently and effectively disseminating information and facilitating public engagement and community participation. The City may offer information about or promote programs, events, or services. In so doing, the City must represent itself appropriately and consistently on the internet. Therefore, communication and social media expectations and guidelines are necessary to achieve the City's communications objectives.

Scope

This policy applies to all City of Clive full and part-time employees, temporary employees, elected and appointed officials, interns, and any persons engaged in the performance of work pursuant to the provisions of any contract or federal grant.

Coverage

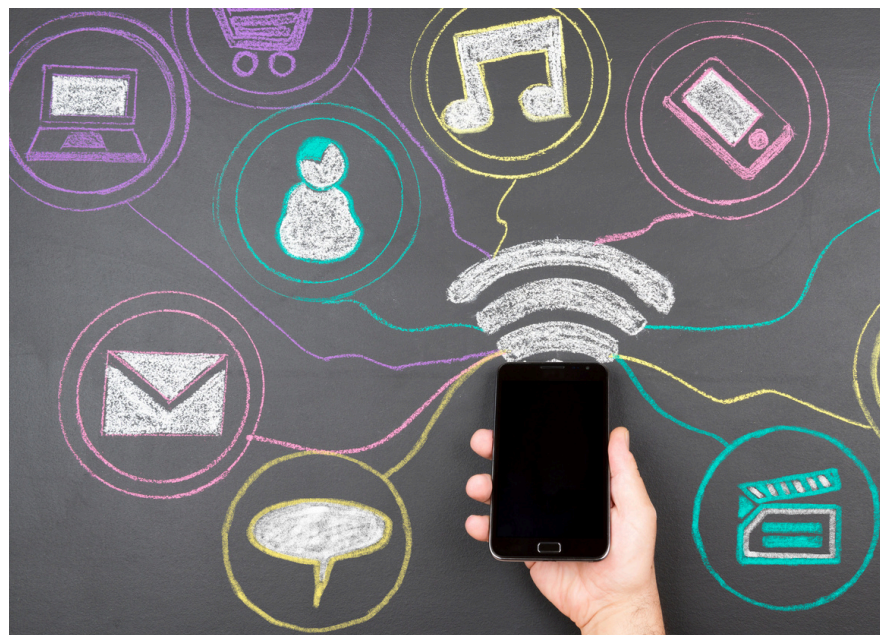
This Communications Policy covers news briefings, news conferences, news releases, photo opportunities, media inquiries, media appearances, and media interviews. This Social Media-specific policy covers the City's social media presence and the use of social sites including, but not limited to, Facebook, Instagram, LinkedIn, YouTube, and blogs.



General Objectives of Effective Communication

The City intends to provide effective communications to the media and public, including the use of social media as one tool. Effective communication serves the public through the following objectives:

- Public accountability and government transparency.
- Delivering timely and accurate information to the public.
- Informing residents of City programs and services.
- Establishing and maintaining an accurate public perception of the City.
- Increasing the City's visibility at the local, state, and national levels.
- Promoting the City's achievements, activities, and significant events.



Media Relations

All those involved in media relations within and for the City of Clive will use the City's procedures.

Primary Communications Contact

The Assistant City Manager - in conjunction with the the City Manager and Mayor - serves as the primary City contact for the media and/or information requests. The Assistant City Manager is the primary City contact for media and lead on City storytelling initiatives. The Assistant City Manager delegates media and storytelling responsibilities to other staff as appropriate.

Media Requests

All inquiries from the media to the City, whether verbal, written or through social media, shall be directed to the Communications Team (Assistant City Manager and Communications Specialist), who will evaluate the request and provide an answer or direct it to the appropriate spokesperson. The Mayor and City Council members may speak with the media without first referring an inquiry to the Communications Team. However, when speaking with the media directly, the Mayor and City Council members are encouraged to inform the Communications Team of any discussion, before and/or after a conversation with a member of the media occurs.

Priority attention should be given to all media inquiries. Every effort should be made to meet media deadlines while ensuring all information released is accurate. Accuracy of information takes precedence over media deadlines. If another priority prevents an immediate response, a courtesy call should be made to the reporter confirming what information is requested and advising when the requested information will be available.

Specific Media Inquiries

Response to routine media requests. Department directors or their designated staff may respond to routine media requests if the response is of a factual, incidental, or inconsequential nature. (i.e., special event schedule, meeting dates). Department media liaison should advise the Communications Team of any responses.

Police Chief and Fire Chief. The Police Chief and Fire Chief – in coordination with the Communications Team and City Manager – will handle media requests related specifically to public safety emergencies. Post-emergency media relations shall be coordinated with the Communications Team. Staff members who provide emergency medical care to the public shall refrain from speaking to the media and instead refer all inquiries to their department chief and the Communications Team.

Non-routine media requests. All non-routine media requests shall be forwarded to the Communications Team prior to any response. Such non-routine media requests may include a request for policy interpretations, employee information, issues of a controversial nature, or emergency situations.

Media Notification

News Releases

All news releases, media notifications, and alerts shall be reviewed and approved by the Communications Team prior to release. The Communications Team may revise draft news releases submitted by a department at their discretion. The Communications Team shall post releases, media notifications, and alerts on the City's website and distribute them on other platforms as deemed appropriate. The designated City spokesperson or the Communications Team should be prepared to respond to questions from the media following the release of information.

News Conferences or News Briefings

News briefings or news conferences may be conducted to educate the news media about issues of public concern (i.e. network disruptions, development concerns, public safety concerns, traffic delays, flooding, etc.) and provide reporters an opportunity to ask detailed questions. In most briefings, the City provides extensive background materials, fact sheets, and explanatory materials. The Communications Team will be responsible for scheduling any such briefings. Prior to a news conference or news briefing, the City Manager or Assistant City Manager shall inform the Mayor and City Council regarding this media interaction.

Emergency Media Relations

In the event of a disaster or emergency that requires activation of the Clive Emergency Operations Center (EOC), the Assistant City Manager will serve as the Public Information Officer (PIO).

Interviews

Any media appearances or interviews for television, print, web, or radio must be coordinated through the Communications Team before the interview. If prior notification is not possible, the Communications Team should be notified immediately after the interview. City Council members, Mayor, and appointed officials are encouraged to coordinate with the Communications Team for interviews.

Photo & Video Opportunities

Departments should notify the Communications Team about possible photo or video opportunities that may occur, particularly regarding possible photo or video opportunities on projects that are resident-sensitive (i.e., tree trimming, construction projects, sidewalk repairs, etc.). Before an event or activity occurs, departments should notify the Communications Department. As appropriate, the Communications Team will capture photos and/or video of the event or activity.



At City events and facilities, the City reserves the right to capture and publish photos, video, and other materials to be used in City communications. If an individual requests that their likeness, or that of their child or dependent, not be used, the City will respect their request. It is standard practice to post notices at City facilities and events that photos and videos will be taken.

External Communications

The following procedures and standards will be used by all departments as applicable to external communications.

Printed or Online Materials. Except in cases of an emergency, all printed or online materials must be coordinated through the Communications Team including, but not limited to:

- Brochures / Flyers / Fact Sheets – Text and draft layout should be forwarded to the Communications Manager for review, copyedit, page layout, and design edit and approval.
- Monthly Newsletter – City departments are encouraged to offer copy ideas for each newsletter. The Communications Team will be responsible for final editing and submission for publication.
- Annual reports – Department annual reports should be submitted in draft form to the Communications Team for final editing prior to printing and distribution.
- Notices to residents – Notices should be provided for street closings, capital project updates, tree trimming, parking restrictions, information meetings, etc. When a final copy is sent to residents, the Communications Manager should also receive the communication.
- Text and suggested layout for external communications should be forwarded to the Communications Manager for final approval. If notices are for emergency purposes, the City department may issue without prior review and approval.
- Door-to-door distributions should not be placed into mailboxes but attached to doors with rubber bands or hand-delivered to residents.
- Grammar, clarity, punctuation and spelling should be triple checked for accuracy prior to submission to the Communications Manager for review and approval. Jargon should be eliminated. Acronyms should be clear or defined.
- Other – All other forms of public information should be forwarded to the Communications Manager prior to production and distribution for review, edit, and approval. Forms of public information include anything that may be distributed to a wider audience or has a specific need for review to ensure accuracy.

Guidelines for Acting as Private Citizens

The following guidelines are offered to those who may choose to contact the media as a private citizen. These guidelines do not prohibit such contact but support other City policies regarding improper use of City equipment and property. These guidelines also apply to employees responding to or initiating media contact as official representatives of employee groups.

- Letters to the editor may not be prepared on city time, printed on City letterhead stationary, or mailed at City expense.
- Telephone contact may not be made on City time using City telephones or City equipment.
- Use of City email is prohibited.
- Use of City facilities or supplies is prohibited.

Speaking Engagements & Events

General requests to City departments and elected officials to speak at an event, or be present as a City representative (i.e. job fairs) should be communicated to the Communications Team. The Communications Team is available to assist with preparing the necessary materials for the speaking engagements and events.

Informational Meetings

Department directors are responsible for the primary coordination of informational meetings. However, when informational meetings affect a larger area, including transportation for residents or visitors within the community, the Communications Team must be notified to coordinate the community engagement event.

Advertising

Text and suggested layout must be forwarded to the Communications Team for final copy edit and approval.

Public Information Requests



Public information requests from the media or the general public must be made through the appropriate City department. The department director or designated spokesperson will notify the Communications Team when a request is made and before the request is filled. All requests shall be handled in accordance with Iowa Code Chapter 22.

More information about records requests is available here:

https://www.cityofclive.com/how_do_i/request/city_records.php

Social Media Policy



Overview

Social media is a term encompassing a wide range of online activities, integrating technology and social interaction. It includes forums, blogs, media sharing, and networking, among other activities. The creation and use of social media accounts will be for the exclusive use of the City in communicating information relevant to the City's purposes and goals. All social media sites that carry the City of Clive name and branding elements will be operated and maintained by the Communications Team, or their designees.

General Procedures for City Social Media



The City of Clive uses social media as follows:

- To provide additional communication methods for receiving information;
- To quickly disseminate time-sensitive information (e.g., emergency information);
- To facilitate two-way communication, which allows residents to ask questions, send private messages, and comment on posts, along with promoting transparency and social engagement in government; and

To broadcast the City's messages to the widest possible audience.

The City's social media accounts and pages shall be operated as follows:

- All social media accounts maintained by the City must adhere to applicable federal, state, and local laws, regulations, and City policies including all policies relating to the use of computers and security, electronic communications, workplace discrimination, City records management, and any other applicable City policies or procedures.
- All accounts on the City's network or systems are subject to Iowa Code chapter 22, Iowa Open Records Act.
- All official City of Clive presences on social media sites or services are considered an extension of the City's information networks and are governed by this communications and social media policy as contained in the City of Clive employee handbook.
- The City shall not violate any trademark or copyright laws by ensuring it has full permission or rights to any content before it is posted by the City, including photographs, videos, and music.
- Posts must contain information that is freely available to the public and not be confidential as defined by any City policy or state or federal law.
- The City's Communications Team shall be responsible for the City's primary social media pages.
- The City logo or branding shall be used on all social media accounts to confirm authenticity of the site. The social media site should also state that it is the "official" account for the department or city. Social media site verification tools, such as "blue checkmarks," may be used when available to designate the City's "official" accounts.
- City social media accounts will only "join" a group or become a "fan" of a page if it is related to official City business, services, or events.

- All City social media sites should link back to the official City of Clive website when appropriate.
- Elected officials; appointed members of City boards, commissions, and committees, and volunteers should comply with the guidelines outlined in this document when using or interacting with the City's social media sites.
- Employees representing the City of Clive on the City's social media sites must conduct themselves professionally and in accordance with this policy at all times as representatives of the City.

City's Social Media Presence

The City's social media accounts and associated content shall focus on areas of significant City interest.

The City's social media accounts and associated content shall be established, organized, maintained, and operated in a manner that avoids ambiguities and/or conflicting information across the City's various communication mediums.



Authorized Representatives

The City's Communications Team and approved staff are authorized City agents to post from the City's official social media accounts. All posts and responses on behalf of or on matters related to the City shall adhere to the provisions of this policy. If a post or comment relevant to a City employee's area of expertise warrants a response from the employee, the employee is encouraged to submit the proposed language to the Communications Team and request the response be posted from the City's official accounts. Employees are discouraged from posting in their official capacities from their own personal accounts. Any authorized representative is required to attend and participate in a training program led by the Communications Team on all aspects of this policy before they begin posting.

Social Media Content Standards

- The City's official website shall remain the primary medium for communicating information to the public. Information about events, press releases, and documents, shall be made available through the City's website. While no City information shall be posted exclusively to social media websites, simple "reminders" and "shares" are appropriate and encouraged. Content posted to social media sites, if applicable, must contain links directing users back to the City's official website for in-depth information, forms, documents, or online services necessary to interact with the City of Clive.
- A social media platform shall not be used unless it benefits the public, serves a City purpose, adds to the user experience, comes from a trusted source, and is approved by the Communications Team.
- Social media websites are to be consistently branded to communicate a clear association with the City and must contain a Disclaimer and Comments Policy as set forth below in Appendix A. Branding should include, but is not limited to, the inclusion of the City logo, excluding Police and Fire, City department information (description, address, phone number, and hours of operation), and any other aesthetic "look and feel" elements defined by the Communications Team now or in the future.
- All City-operated, or otherwise associated, social media pages or sites shall prominently post the Disclaimer and Comments Policy set forth in Appendix A of this policy. If a social media page or site does not allow for prominent posting of the Terms of Use, a link to a PDF copy of the Terms of Use shall be posted instead.
- Posts and monitoring shall be done during regular office hours, except for emergencies. All comments or questions shall be responded to in a timely manner within those parameters. In the event of an emergency, the Communications Team shall be contacted to send information to the media (if warranted) and post information on the City's website, followed by social media.
- When responding to comments on social media, the City's account name of the page should be used to respond. When appropriate, direct the comment to the City's website for more information.
- The City has a "page" in Facebook, not a "group." Facebook pages offer distinct advantages, including greater visibility, customization, and measurability.

- The City's Communication Team will standardize and ensure all City social media platforms include the department logo (Police, Fire, City, or Library) and other pertinent information.
- The use of abbreviations or hashtags on social media may be appropriate in the context of the post. Hashtags should be simple, related, and safe; hashtags are used to reach a broader audience. Research hashtags before posting them. Posts using abbreviations must either define the abbreviation within the post or only use abbreviations with obvious and widely understood meanings.
- Tagging may be appropriate in the context of a post. Tagging can expand the reach of the message. However, research the organization and other pages before tagging them in a post.

Interacting on Social Media

The City's official social media accounts may 'like' or 'follow' government entities, nonprofit and nonpartisan organizations related to City functions, local media sites, and elected officials. Posts or comments related to the City and the community may be shared to the extent they correspond with the City's social media goals and this policy.



Accuracy

The City will make every effort to ensure the accuracy of information provided on the City's social media pages. However, several factors beyond the City's control (including unauthorized modification of electronic data, transmission errors, browser incompatibilities, cached information, or other aspects of electronic communication in an evolving and time-sensitive environment) may impact information displayed on a social media site.

Timeliness of Response

The City's timeliness in posting or responding to comments may vary based on staff availability. Therefore, a disclaimer shall be posted on any social media page, stating:

This site is maintained and moderated by the City's Communications Team to ensure that posted comments are constructive and suitable for all readers while respecting a range of opinions and points of view. Moderation will take place during City Hall's normal business hours. The City will reply to comments in a timely manner when a response is appropriate.

Public Engagement on City Social Media Pages

Social Media Site Terms

All comments posted to any City social media page are bound by that social media site's Terms of Service/Policies, and the City is not responsible for site removal or other responsive action against users who violate the site's Terms of Service/Policies.

Public Comments

In addition to social media sites, the City's Disclaimer and Comments Policy states the following:

Personal Conduct:

- Comments must be civil and may not contain slanderous, libelous, malicious, threatening, or profane language.
- Comments must be within the scope of the topic under discussion. Repetitive or duplicate posts will be removed to maintain equity and ease of use for others.
- Comments containing links to other websites or pages must be relevant to the topic.
- Comments cannot represent a person other than the one posting the comment.
- Participants are responsible for what they post. Comments must not breach any law, confidentiality, or copyright. Give credit to appropriate persons when it is required.
- Always think before posting; if it causes you to pause or question if it is appropriate, it most likely should not be posted.

Topic Guidelines for Public Posts and Comments

Public posts and comments on the City's social media pages and sites shall adhere to the City's Disclaimer and Comments Policy, which states the following:

- As a community information resource, the City's social media pages are intended to be politically neutral.
- Third-party advertising or promotional announcements are not permitted.
- The City may, on occasion, post content from other organizations that exist to directly support City facilities, functions, operations, and personnel.
- Comments cannot include personally identifiable information, such as an address, phone number, social security number, or other sensitive information.
- The Communications Team or authorized individuals in the departments will limit the number of posts, photo albums, and status updates each day. The purpose is not to overload our users with too much information. In the event of a severe weather event, crisis, or emergency, the Communications Team may post as many updates as warranted.



Denial of Access

The City reserves the right to deny access to City social media sites for any individual who violates the City's Social Media Policy at any time and without prior notice.

Guidance to City Staff on When and How to Respond to Comments

Where comments are posted to the City's social media pages, the Communications Team and other authorized staff must monitor the site regularly and respond in a timely manner.

- **If the comment is a question** – Respond with information or point the commenter back to the City's website or appropriate resource. Staff may ask the commenter to contact the City directly and offline when appropriate (e.g., when the subject is a private matter, when the issue is one in which there is little or no interest by others, etc.)
- **If the comment is a complaint** – When a comment contains a general complaint, and when deemed appropriate, thank the commenter for sharing feedback. If the comment is regarding a personal matter, staff should request to address the issue offline and provide the City's contact information. If the complaint contains inaccurate information, staff should politely correct inaccuracies.
- **If the comment is of a general nature** – When a comment is of a general nature, such as "This is a great project" or "I'm so glad the City offers this service," a response is recommended. Positive comments filter to the top of feeds for other users to see. Users seeing positive content is important for public engagement, community relations, and the general promotion of the City.
- **If the commenter is seeking a debate** – When a commenter is seeking to initiate an online debate about an issue, staff should request to address the commenter's points offline and provide the City's contact information. Staff should not engage in debate on the City's social media page. Staff may politely correct inaccuracies or provide relevant information or resources but should not seek to continue the discussion online.
- **If the comment contains misinformation or disinformation** – If staff find comments about the City that contain misinformation or disinformation, staff should report the comments to their supervisor or the Communications Team immediately for potential removal. Misinformation is false or inaccurate information—getting the facts wrong. Disinformation is false information, which is deliberately intended to mislead—intentionally misstating the facts.
- **Discretion** – The Communications Team may use their discretion when responding to a comment that may be considered passive-aggressive or antagonistic; comments previously answered; or comments that have multiple points requiring a response. Staff may respond in accordance with these guidelines. Depending on the nature of the comment, a response may not be required.
- All users shall adhere to applicable federal, state, and local laws, regulations, and policies.
- When in doubt about how to respond to a comment, please contact the Communications Team for guidance.

Comment Removal

Comments violating the City's Disclaimer and Comments Policy shall be removed promptly. Comments containing any of the following inappropriate forms of content shall not be permitted on City social media pages or sites and are subject to immediate removal and/or restriction:



- Obscenity;
- Comments not related to the original topic;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, gender identity, marital status, or mental or physical disability;
- Threats to any person or organization;
- Solicitation of commerce including, but not limited to advertising of any business or product for sale;
- Spam;
- Encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems, including malware; or
- Content that violates a legal ownership interest, such as a copyright, or any party.

The City reserves the right to restrict or remove any content deemed in violation of this social media policy or any applicable law. Repeat individual violators may be removed or blocked from commenting on the City's social media pages or sites.

Social Media Moderation Guidelines

All city social media pages must provide a link to the City's social media policy, which has guidelines for content moderation.

City Officials' and Employees' Use of City Social Media



Conduct

All City employees and elected and appointed officials have a responsibility to help communicate accurate and timely information to the public in a professional manner. This policy provides the following expectations for City officials' and employees' use of the City's social media pages and sites.

- Posts shall be related to a department's specific function and subject matter expertise.
- Posts shall be factual, respectful, and on-point.
- If media inquiries are received because of a post, the City's Communication Team should be notified. Under no circumstances shall non-authorized staff comment to reporters regarding matters of City policy, opinion, or interpretation.
- City social media pages or sites may not be used by employees or elected or appointed officials as a platform for private business, personal charitable activities, commercial or personal transactions, or for any other purpose prohibited by law.
- The City Communications Team may acknowledge sponsorships or partnerships or post appreciation to organizations, businesses, or residents via the City's social media pages or sites.

Correcting Mistakes

If a City official or employee makes a factual mistake on a City's social media page or site, they should correct it as soon as possible. Corrections should be upfront, timely, and designated as containing corrected material or information.



Security

City employees who are granted access to City social media accounts must adhere to security protocols to protect their account access and the access to City social media accounts. Page administrators' accounts must enact 2-factor authentication. Passwords should be vigilantly protected and aligned with best security practices.

Unauthorized Access, or Hacking, of Accounts

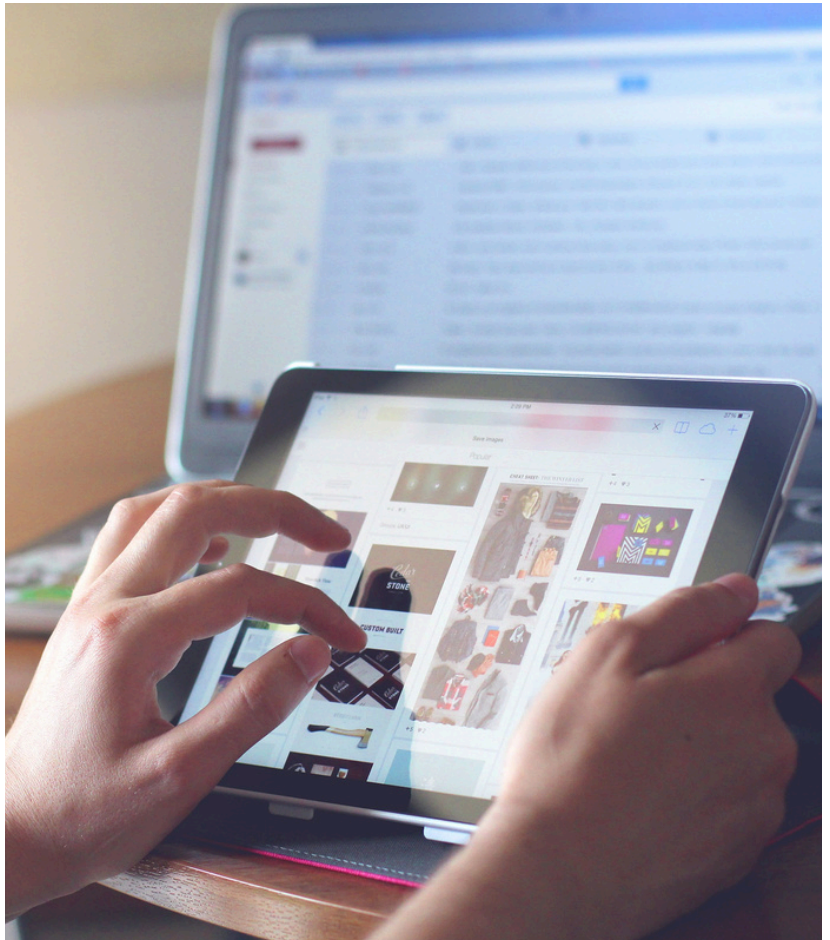
Report the incident to the Communications Team immediately.

Rights

City officials have the right to use their personal social media as they see fit. However, officials or employees should consider how their personal social media use can impact the reputation of the City.

Non-Interference with Duties

Employees should make certain any online activities do not interfere with their effectiveness at work and ensure any on-duty personal use is limited in nature. If on-duty personal use is interfering with work effectiveness, employees may be subject to disciplinary action.



Employee Conduct Standards

- Employees may not use social media to engage in libelous, defamatory, obscene, or maliciously false behavior directed at the City, departments, elected officials, appointed officials, other employees, or members of the public.
- Employees may not post confidential information they have learned through their employment with the City.
- Posting HIPPA-protected information is prohibited.
- Employees may not use their City email account in connection with a personal social networking account.
- Employees shall not participate in online social media or forums on behalf of the City or their department unless authorized to do so.
- Employees may 'like' and 'share' events and posts to promote the City on their personal social media accounts.
- When violations of these guidelines occur, the City shall determine the appropriate discipline, if any, in accordance with the City's Employee Handbook, applicable department policies, and the law.

Elected Officials and Officials Appointed to City Boards, Commissions and Committees

Non-Interference with Duties. Elected and appointed officials should ensure any online activities do not interfere with their abilities to carry out the duties of their office.

Conduct Standards for Officials

- Elected and appointed officials must be conscious of Iowa Code chapter 22, Iowa Open Meetings Act, when engaging in electronic communication. Two-way communications on social media pages or sites between elected and appointed officials should be strictly avoided. Adding to a post or comment that would create a quorum of the governing body should also be strictly avoided. (If a comment or post requires official review by the governmental body, that review should occur during a public meeting of the governmental body.)
- Officials should not use social media as a mechanism for conducting official City business.
- Elected officials should reveal they are elected officials for the City if/when making a post on matters relating to the City.

- Officials must ensure efforts to be honest do not result in sharing non-public or otherwise confidential information related to colleagues, personnel data, medical information, claims or lawsuits, or other non-public or confidential information.
- To avoid errors or issues of liability, officials are encouraged to ask the appropriate staff person or department to post official City documents (i.e., an ordinance recently passed by the City Council). Officials should not provide summaries of official City documents on social media. If an official makes a mistake on social media, the official should correct the mistaken information as soon as the official is made aware of the error. Corrections should be upfront and as timely as possible. If an earlier post is modified with additional or corrected information, officials should designate the updated post as being corrected. Examples of designations may include “Fixed link” or “Fact correction.”
- Elected or appointed officials should not post anything with content that violates the City’s Disclaimer and Comment Policy.
- Elected and appointed officials may ‘like’ and ‘share’ events and posts from the City’s official social media accounts to promote the City on the officials’ personal social media accounts.

Use of Artificial Intelligence (AI)

Generative AI use will be consistent with best practices and the city’s future policies. There is a separate AI policy under development.



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: January 9, 2025

RE: Clive Fire Department Collaboration Update

SYNOPSIS:

Provide an update to the Clive City Council on the various collaboration efforts the Clive Fire Department is working on with the City of Urbandale. Update on the St. 43 28E renewal agreement with the City of Urbandale. Update on the Shared Services 28E, to include the process of "swapping" our ladder truck with Urbandale's engine, and what the finances are with that transfer. Also, an update/overview on the 28E with Urbandale Public Works on our new fleet maintenance agreement. General update on what operational enhancements this will do for the City of Clive and the City of Urbandale.

Attachments:

1. Clive City Council Collaboration Update



Clive Fire Department

Collaborations Updates



- **Clive Fire Department & Urbandale Fire Station 43**
 - **Shared Services / Operational Alignment**
 - **City of Urbandale Maintenance Program**
 - **Utilization of U322 and Medic SUV**

Urbandale Fire Station 43



- Evergreen Document
- Staffing Requirements for St. 43
- Re-Establish our Commitment to St. 43

Shared Services / Operational Alignment

- Closet Unit Dispatching
- Operational Specific Stations (Engine, Ladder, Rescue)
- Sharing of Frontline and Reserve Apparatus
- Standardized Training
- Battalion Chief Utilization
- Standardized Fleet
 - Ambulances
 - Apparatus
 - Staffing/Certification Levels

Shared Services / Operational Alignment

Asset Transfer

- Over a 15-year time period
- Savings of \$84,917.83 / year
- L325 to UFD, E421 to CFD
- Remove Ladder from CEP, Replace with

Engine

	Todays Dollars	Years of Service	Time of Replacement	Total change in cost	Change in cost per year average
Ladder Replacement Cost	\$2,300,000	20	\$ 5,039,583.23	\$ 2,739,583.23	\$ 136,979.16
Engine Replacement Cost	\$975,000	15	\$ 1,755,919.92	\$ 780,919.92	\$ 52,061.33
Total Savings	\$1,325,000			Difference per year	\$ 84,917.83

City of Urbandale Maintenance Program



- Utilizing Urbandale Public Works
- Internal Knowledge of our Apparatus
- Better Fleet Tracking
- Trust in Costs
- Trust in Mechanics
- “House Calls” – They Come to Us
- Proximity to Station 32
 - Less down time

City of Urbandale Maintenance Program



- \$27,500 Shop Fee / Year
- \$60 / Hour
- Other “shops” \$150 / Hour
- Licensed Mechanics
- Battery Issue
 - In-House (Parts: \$400, Labor: \$0)
 - Gabus (\$175 Diagnostic, Parts: \$500, Labor \$150)
 - Total Savings: \$425

Utilization of U322 and Medic SUV



- Utilizing the Utility on Outlined Calls
- Better Resource Utilization
- “3 Calls at once”
- Decline in St. 22 and UFD Utilization
- Less Big Truck Street Time
 - Less Wear and Tear for No Reason
 - Cost Savings / Smarter
- More Time for Public Outreach
- “Smarter Staffing”

Utilization of U322 and Medic SUV



Community Health Coordinator

- More Time for Public Outreach
 - Fire Extinguisher Training
 - School / Daycare Visits
 - CPR Trainings
 - Smoke Detector Installation
- 2 EMS calls, and a full operational Engine
 - While utilizing a CCH
- Pt Follow-Up's



**Right People at the
Right Place, at the
Right Time, with the
Right Resources**



What's Next?



December 19, 2024

Dear Catch Des Moines Partner,

The City of Indianola has been a member of the Greater Des Moines Convention and Visitors Bureau (CVB) since November 30, 2012. During that time, the CVB and its members have been valuable partners in the attraction of conventions and tourism in the region.

Indianola's unique position in the region has presented us with a unique set of challenges in trying to balance the specific needs of our community while still being actively engaged with the Des Moines Metropolitan Area. It is that need for balance that has brought us to examine our partnership with regional organizations and to make sure that we are continuing to make the best financial decisions for our community. To that end, the Indianola City Council approved a resolution on December 19, 2024, to withdraw from the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area, dated May 13, 1985. Pursuant to Article XI of the Intergovernmental Agreement, we are providing written notice of the City of Indianola's withdrawal to the other governmental entities and to the CVB. In accordance with the Agreement, this withdrawal will become effective July 1, 2026.

It is the City of Indianola's intention to continue conversations with the CVB Board to find a way to continue partnership with the organization that is equitable for all parties. We value our partnership with CVB and look forward to continuing our work together.

Respectfully,

City of Indianola
RESOLUTION NO 2024-285

**RESOLUTION APPROVING THE CITY OF INDIANOLA'S WITHDRAWAL FROM THE
INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM AND
CONVENTION ACTIVITIES IN THE GREATER DES MOINES, IOWA AREA**

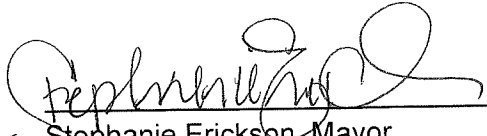
WHEREAS, the City of Indianola, Iowa entered into an Intergovernmental Agreement with the Greater Des Moines Convention and Visitor's Bureau, Polk County, and other municipalities to promote tourism and convention activities for the Indianola community; and

WHEREAS, two-sevenths (2/7) of the revenues from the Hotel-Motel Tax received by the City of Indianola are being distributed to the Greater Des Moines Convention and Visitor's Bureau in accordance with the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities; and

WHEREAS, it is the City of Indianola's desire to withdraw from the Intergovernmental Agreement for the promotion of tourism and convention activities with the Greater Des Moines Convention and Visitor's Bureau pursuant to Article XI of the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area as first recorded with the Polk County Recorder's Office on May 13, 1985 in Book 5452, Page 479.

NOW, THEREFORE, BE IT RESOLVED, by the Indianola City Council that the City of Indianola formally withdraws from the Greater Des Moines Convention and Visitor's Bureau as set forth pursuant to Article XI of the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area, and that notice be sent to the Greater Des Moines Convention and Visitor's Bureau and each of the other governmental entity members. The effective date of the withdrawal shall be July 1, 2026.

Passed and approved this 19th day of December 2024.


Stephanie Erickson, Mayor

ATTEST:


Jackie Raffety, City Clerk

RESOLUTION

In Appreciation to

City of Clive

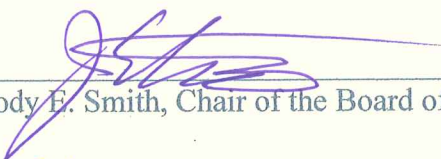
***WHEREAS**, the City of Clive is a founding member of Central Iowa Water Works, a regional water production authority established on April 11, 2024. Founded by 12 entities representing utilities, communities and rural providers, Central Iowa Water Works creates resiliency to ensure clean, safe, reliable drinking water to the growing central Iowa region; and*

***WHEREAS**, with the contributions of the City of Clive, Central Iowa Water Works has become “stronger together” in its mission to deliver high quality water to communities, businesses, rural water users, and industries across the central region of Iowa, enhancing the quality of life and supporting growth and development; and*

***WHEREAS**, the City of Clive has dedicated significant intangible resources in the form of participants, organizers, and staff, who have been instrumental in the commencement of operations of Central Iowa Water Works through their leadership and dedication to the shared mission of regionalizing vital resources to meet the potable water needs of central Iowa sustainably and efficiently;*

***NOW, THEREFORE, BE IT RESOLVED** that the Trustees of Central Iowa Water Works do hereby express sincere appreciation to the City of Clive and all those seen, and unseen, for their leadership and dedication to the advancement of critical water supply infrastructure in central Iowa.*

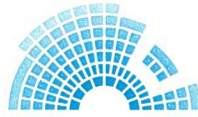
FOR THE CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES:



Jody E. Smith, Chair of the Board of Trustees



Diane Munns, Secretary of the Board of Trustees



DES MOINES SYMPHONY

JOSEPH GIUNTA MUSIC DIRECTOR & CONDUCTOR
THE LINDA AND TOM KOEHN ENDOWED CHAIR

ORCHESTRA & ACADEMY

Des Moines Symphony

The Temple for Performing Arts
1011 Locust Street, Suite 200
Des Moines, IA 50309

T. 515.280.4000

F. 515.280.4005

dmsymphony.org

December 18, 2024

Mayor John Edwards
1810 NW 80th Court
Clive, Iowa 50325

Dear Mayor Edwards,

The Des Moines Symphony & Academy thanks the city of Clive for being a Bravo Greater Des Moines government partner. The Symphony depends on individuals, corporations, foundations, and organizations like Bravo to perform great symphonic works and free outdoor concerts for Central Iowans each year.

Bravo provides crucial support, which helps bring symphonic music to the community through our 7 pairs of Masterworks concerts, 3 concert Pops series, Family and Youth Concerts and so much more. We debuted our 87th season, *Seven Wonders*, on September 28 & 29, 2024 with renowned pianist Olga Kern performing Beethoven's "Emperor" Piano Concerto. Throughout the season, audiences will experience the yearning of Dvorak's *New World* Symphony, the triumph of Orff's *Carmina Burana*, and the majesty of Respighi's *Pines of Rome*, all alongside new works by contemporary composers such as Kevin Day and Des Moines' own Linda Robbins Coleman. Our Pops series brings the music of Final Fantasy to life, as well as welcoming Tony Award-winning Broadway star Santino Fontana and guest artists The Doo Wop Project to perform with the Des Moines Symphony.

In addition to our Masterworks concerts, our annual Youth Concerts invite thousands of fourth and fifth grade students from across Central Iowa to experience the power and beauty of a full symphony orchestra, most for the first time. Each summer, we hold our free Summer Pops Series: Yankee Doodle Pops brings an audience of tens of thousands to the West Terrace of the Iowa State Capitol for classic patriotic favorites and the Symphony's spectacular Independence Day fireworks display over the downtown skyline; and more than 10,000 Central Iowans spend their Labor Day weekend with the Des Moines Symphony at our Water Works Pops concerts held at the Lauridsen Amphitheater at Water Works Park.

Bravo's support of the Des Moines Symphony ensures we can continue to create extraordinary live musical experiences and through our Symphony Academy, outstanding educational opportunities. Thank you again for your partnership with Bravo Greater Des Moines, and we hope to see you at our concerts!

Board of Trustees

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Stacy Polydoran

Dr. Stephen C. Smith

Emily Stork

Steve Van Oort

Billy Weathers

Laurie Wolf, Ph.D.

Richard L. Early
Executive Director

With sincere gratitude,

Renee Davenport
Interim Director of Development

December 9, 2024

Dear City of Clive,

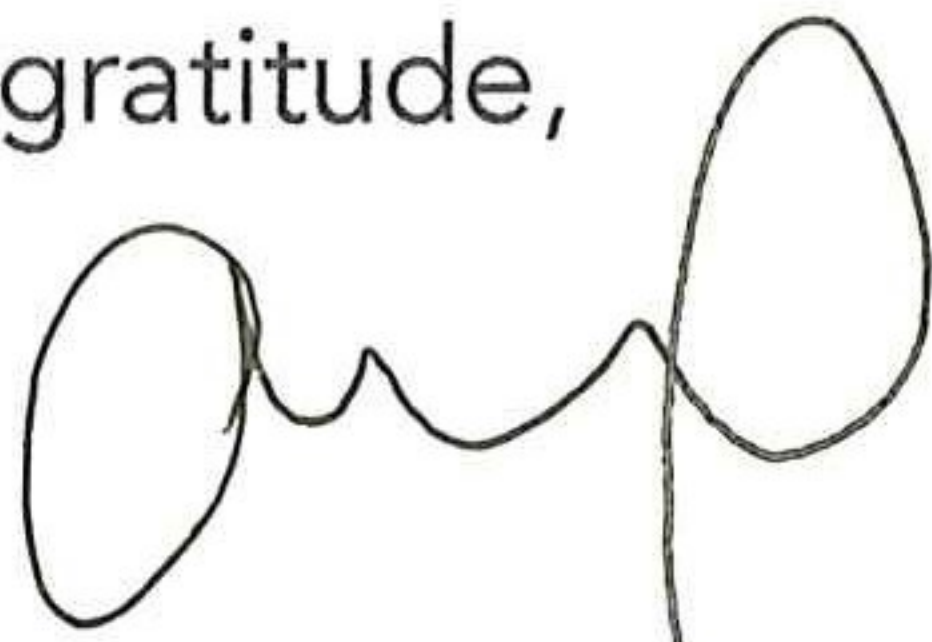
I am writing with gratitude for the City of Clive's support of the Greater Des Moines Public Art Foundation (GDMPAF) as a local government partner of Bravo Greater Des Moines. This support is integral to our work to enrich the experience of public art in the Greater Des Moines Community.

It has been a transformative year for the GDMPAF. Highlights include activating the Des Moines International Airport Public Art Project, which will see over 3 million travelers per year, forging new partnerships with the City of Bondurant and Des Moines Public Libraries, a new mural installation in partnership with Operation Downtown, and initiating a conservation plan for GDMPAF's collection of works throughout the city.

As these new works are materializing, GDMPAF is also prioritizing the care of its current collection. The organization contracted the Midwest Art Conservation Center's object conservator team to assess the condition of each piece and make recommendations for cleaning, repair, and general maintenance moving forward.

The support of Bravo and its local government partners enables us to carry out our mission to advance the best of public art in the community through public and private collaborations, enhancing community access and understanding, and adding to the cultural record through its installations. Thank you.

With gratitude,



Alexa McCarthy, RhD
Executive Director

December 10, 2024

Thank you!



Dear Mayor Edwards,

I am writing to you today to say THANK YOU for the support that Clive contributes to Bravo Greater Des Moines' support of Hoyt Sherman Place. Access to arts and culture enhances our lives and Hoyt Sherman Place is committed to creating outstanding cultural, historical, and educational experiences for the benefit of greater Des Moines residents. Without the support of funding for general operating support, the Hoyt Sherman Place mansion museum and art galleries would not be able to stay open and free to the public Monday through Friday, removing a key cultural barrier for access to cultural activities.

We are so grateful for your support of Bravo Greater Des Moines and the thriving arts and culture community in Central Iowa. Bravo has invested more than \$60 million of public funds into arts and culture organizations across the metro through accountable, efficient and impactful grantmaking. Organizations supported by Bravo and Hotel/Motel tax contributions have increased 32% in the past 5 years. These 87 organizations provide more than 4 million arts and culture experiences to the residents and visitors of Central Iowa.

Last year, more than 100,000 people visited Hoyt Sherman Place. According to Americans for the Arts, activities at Hoyt Sherman Place contribute \$10 Million to the Central Iowa economy. Members of your community continually invest in Hoyt Sherman Place through ticket purchases and personal donations. In 2024;

- 1,941 people from Clive purchased a ticket to an event spending \$101,398.
- 48 members of your community made a personal donation of more than \$20,100 to Hoyt Sherman Place.
- Tickets buyers from more than 50 miles away made up 33% of Hoyt Sherman Place attendees spending \$1,457,000 on tickets in addition to contributing to local restaurants and hotels.

With more than 300 events each year, ticketed events make up only a portion of what is happening at Hoyt Sherman Place. From nationally recognized musicians and comedians, dance recitals and weddings, to art classes for kids and adults, and free access to the historic museum and art galleries, there is something for everyone at Hoyt Sherman Place.

We look forward to the performances, classes, and arts opportunities that will impact more than 100,000 people during 2025. Thank you for your support in providing access to these experiences to the people of Central Iowa.

In gratitude,

A blue ink signature of Robert Warren, consisting of several loops and a long horizontal stroke.

Robert Warren
CEO
(515) 348-6943
warren@hoytsherman.org

A blue ink signature of Anna Cramer, featuring a large initial 'A' followed by a series of loops.

Anna Cramer
Development Director
(515) 348-6949
cramer@hoytsherman.org



zenithchambermusicfestival.org

*Zenith Chamber Music Festival is an independent
501(c)(3) nonprofit organization.*

December 9, 2024

City of Clive 1900 NW 114th St. Clive, IA 50325

Dear City Council,

On behalf of the Zenith Chamber Music Festival, I want to thank BRAVO for your support. Zenith Chamber Music Festival is in its first year of being an independent non-profit arts organization after operating under the umbrella of Drake University for the previous ten years.

Because of you, Zenith will be able to bring phenomenal artistic, musical, and educational programs to Greater Des Moines. Our shared mission of investing in the Arts and Culture within Iowa builds and strengthens this great community. Zenith breaks down the barriers of traditional classical and jazz concerts through offering free admission to all events as well as holding concerts at unique locations like Johnston Public Library, Des Moines Art Center, Jasper Winery, Caspe Terrace, and a multitude of churches throughout Greater Des Moines. The musicians who perform on Zenith concerts want to interact with audiences, which is evident in their engagement with community members before, during, and after concerts.

Your investment in the Arts is truly inspiring, and we are fully committed to using these resources responsibly to create meaningful and impactful opportunities for the public. We have not only embarked on creating interdisciplinary opportunities for the public, but with your assistance we will be able to expand our educational programming like the Zenith Virtuosi.

Once again thank you for your unwavering support of Zenith Chamber Music Festival and its mission of enhancing the arts community through innovative and diverse programming. Because of you we continue "to increase accessibility to world-class artists by showcasing them in unique venues". Thank You! We hope to see you at one of our events.

Sincerely,

Ashley Sidon, Executive Director

Sincerely,

Dr. Ashley Sidon
Executive Director

Zenith Chamber Music Festival is an independent 501(c)(3) nonprofit organization.

EIN 99-1107075



December 6, 2024

City of Clive
1900 NW 114th St
Clive, IA 50325

Dear City Council,

On behalf of the entire CMA family, I want to thank BRAVO for your continued support of the Civic Music Association. Because of you, CMA has been able to bring phenomenal artistic, musical, and educational programs to Greater Des Moines. Our shared mission of investing in the Arts and Culture within Iowa builds and strengthens this great community.

CMA's 99th season has impacted over 7000 people in Des Moines and Central Iowa through our free Belin Quartet Series, signature classical and jazz concert series, and free educational outreach events. As CMA begins planning for our 100th anniversary, we remain focused on several strategic goals, including - Inclusivity, Diversity, Equity, and Access (IDEA) initiatives, community partnerships, and expanded educational outreach. With your support, CMA has developed relationships and launched programming that increases access and diversifies our organization while partnering with a multitude of non-profit and for-profit institutions.

Your investment in the Arts is truly inspiring, and we are fully committed to using these resources responsibly to create meaningful and impactful opportunities for the public. We have not only embarked on several key partnerships, including the Latino Heritage Festival and the Boys and Girls Club of Central Iowa, but with your assistance we have also redeveloped our Partners in Education programming, giving priority to historically underserved schools and communities. These programs present our world-renowned artists and endowed string quartet delivering free educational events to schools, retirement facilities, community centers, and libraries.

Once again thank you for your unwavering support of CMA and its mission. Because of you we continue "to engage, enrich and educate the central Iowa community through provocative, world-class musical performances by legends and rising stars". Thank You! We hope to see you at one of our many events.

Sincerely,

Ashley Sidon, Executive Director

900 Keosauqua Way, Suite 113 Des Moines, IA 50309 515.280.4020 civicmusic.org

9 December 2024

Mayor John Edwards and City Council Members
City of Clive
1900 NW 114th St
Clive, IA 50325

Dear Mayor Edwards and honorable Council Members,

Thank you for making Greater Des Moines even GREATER by supporting arts and culture! As a 28E Partner of Bravo Greater Des Moines, you are actively, positively enriching our communities and our entire region by investing in arts, culture, and heritage organizations. On behalf of the **After School Arts Program**—a Bravo grantee since 2012—and the thousands of young people ASAP serves every year, THANK YOU for your continued generosity and partnership.

ASAP knows that children and youth need opportunities to explore and express their creativity. But access to the arts is not always there for some kids. Since 2007, ASAP has worked to provide year-round arts classes, camps, and workshops in familiar locations where kids already are: their schools, local parks, and public libraries, to name a few.

Annual operating support from Bravo allows ASAP to offer hundreds of programs free of charge for participants, greatly expanding access to quality arts experiences for youth throughout the metro. We can ensure that kids never have to pay to participate thanks in part to our generous donors, a great many of whom are Clive residents.

We are so grateful for the annual operating grant from Bravo and ALL the 28E government partners. What a special model for our region, that benefits so many people. Our most sincere thanks to you for continuing to invest in arts and culture and specifically, for helping ASAP make a difference in kids' lives and in our community!



Michelle Bolton King

Executive Director

ASAP, the After School Arts Program
515-770-3380 www.asap-dsm.org



Scan this QR code to watch a 1-minute video from ASAP!



City of Clive
1900 NW 114th St.
Clive, Iowa 50325

January 2, 2025

Dear Mayor Edwards and Council Members,

On behalf of the Italian-American Cultural Center of Iowa, I want to thank you for your continued support of Bravo of Greater Des Moines and its programs.

Through its generosity, and with your help, Bravo offers financial support to arts, cultural, and heritage organizations in the area. This support helps to provide programming to a diverse group of learners across the region. Our organization has benefitted from these funds and continues to provide programming to share our Italian customs and traditions with others.

I have included a copy of our calendar for 2024 to showcase our events and classes for the past year. We hope to continue these classes and events and add additional ones in 2025.

Thank you again for your support.

Sincerely,

Therese Riordan – Chairperson
Heritage Advisory Council
Italian-American Cultural Center of Iowa

2024

<u>January</u> La Befana Party 7-Jan Cultural Center	<u>February</u> Passport to Culture Workshop 23-Feb Bravo Class	<u>March</u> St Joseph's Day 17-Mar Cultural Center--Drop off donations
<u>April</u> Wine Tasting--Lucca 26-Apr	<u>May</u> Pop up Dinner-Lucca 8-May	<u>June</u>
<u>July</u> Wine/Cheese Tasting--Purveyor 31-Jul	<u>August</u> Kids Day Camp 7/29-8/02 Cultural Center	<u>September</u> Language Class 9/11, 9/18, 9/25 Iowa Genealogical Society
How to Plan a Trip to Italy Class 27-Jul Iowa Genealogical Society		Painting Event 29-Sep Painting with a Twist-Urbandale
<u>October</u> Dual Citizenship Class 12-Oct Iowa Genealogical Society	<u>November</u> Tentative--Holiday Market Iowa Genealogy	<u>December</u> Santa Lucia 8-Dec
Language Class 10/2, 10/9, 10/16, 10/23, 10/30 Iowa Genealogical Society		Dolci Festivi 21-Dec
Dinner and Silent Auction 16-Oct Allora(Krause Center)		
Genealogy Class 26-Oct Iowa Genealogical Society		