



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

August 14, 2025 6:00 PM

This meeting will be conducted in-person in the City Council Chambers and virtually via Zoom platform. To participate virtually use the following

link: <https://us06web.zoom.us/j/83530425682> - Call-in number: (309) 205-3325 - Meeting ID: 835 3042 5682

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.

Consent Items

1. City Manager Memo
2. Approve 07/24/2025 City Council Minutes
3. Bill List
4. Approve Appointment of Nathan Borland to Board of Adjustment
5. Approve Temporary (5 day) Retail Alcohol Sales License Application - Willis Auto / Hy-Vee - 2121 NW 100th Street
6. Approve New Retail Alcohol Sales License Application - Midnight Coffee - 12695 University Avenue
7. Approve Retail Alcohol Sales License Renewal Application - Izumi - 1301 NW 114th Street
8. Approve Retail Alcohol Sales License Renewal Application - Chili's Grill & Bar - 11411 Forest Avenue
9. Approve Retail Alcohol Sales License Renewal Application - Aura Restaurant - 12851 University Avenue
10. Approve Retail Alcohol Sales License Renewal Application - John & Nick's Steak & Prime Rib - 15970 Hickman Road
11. Resolution Approving Temporary Street Closing - Block Party - NW 103rd street from Sunset Terrace to NW 101st St. - Friday, August 22, 2025 - 4:30 p.m. - 10:30 p.m.
12. Resolution Approving Temporary Street Closing - Block Party - NW 92nd Ave. near Lincoln Ave. - Saturday, September 6, 2025 - 10:00 a.m. - 3:00 p.m.

13. Resolution Approving Amendment #1 to the Professional Services Agreement for the Douglas Parkway and Berkshire Parkway Signalization Project - Snyder & Associates - \$9,100.00
14. Resolution Approving Change Order #1 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$3,307.29
15. Resolution Approving Change Order #1 - Caliber Concrete LLC - 2025 NW 138th Street HMA Overlay - \$10,879.00
16. Resolution Approving Change Order #7 - Alliance Construction Group - NW 114th Street Reconstruction - \$12,640.09
17. Approve Pay Request #1 - Hansen Company - Linnan Park Construction Project - \$19,997.50
18. Approve Pay Request #1 - On Track Construction, LLC - Linnan Park Construction Project - \$72,362.00
19. Approve Pay Request #2 - Absolute Group - Forest Ave Water Main Replacement - \$87,128.21
20. Approve Pay Request #2 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$73,667.55
21. Approve Pay Request #3 - Hickman Road and NW 108th Street Traffic Signal Warrant Study - Snyder & Associates - \$1,703.00
22. Approve Pay Request #4 - Country Landscapes - Greenbelt Landing Construction Project - \$78,125.96
23. Approve Pay Request #4 - Caliber Concrete LLC - 2025 NW 138th St HMA Overlay - \$273,748.51
24. Approve Pay Request #5 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$303,615.29
25. Approve Pay Request #5 - Elite Fire Sprinkler - City Hall-Library Renovation Phase 1 Project - \$2,954.50
26. Approve Pay Request #5 - MidAmerican Glazing - City Hall-Library Renovation Phase 1 Project - \$7,372.00
27. Approve Pay Request #7 - Calhoun-Burns & Associates - 2025 Bridge Maintenance Repair Program - \$1,099.00
28. Approve Pay Request #7 - On Track Construction - Greenbelt Landing Construction Project - \$59,787.26
29. Approve Pay Request #7 - Keystone Construction - City Hall-Library Renovation Phase 1 Project - \$114,034.57
30. Approve Pay Request #8 - DCI Group - Construction Management Services - City Hall-Library Phase 1 Renovations - \$13,679.06
31. Approve Pay Request #9 - University Boulevard Flood Mitigation - Project Scoping Plan - Confluence, Inc. - \$42,154.00
32. Approve Pay Request #9 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$41,244.39

33. Approve Pay Request #10 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$9,529.94
34. Approve Pay Request #10 - Keystone Construction - Greenbelt Landing Construction Project - \$128,883.01
35. Approve Pay Request #15 - Alliance Construction Group - NW 114th Street Reconstruction - \$5,780.18
36. Approve Pay Request #16 - Alice's Road Reconstruction - Phase 1-Design - Snyder & Associates - \$80,985.00
37. Resolution Approving Professional Service Agreement with RES LLC for Bid Package and Support Services - \$39,017.00
38. Resolution Approving Proposal for Installation of Streetlights on Alice's Road Reconstruction Project - Phase 1A - MidAmerican Energy Company - \$210,107.77
39. Resolution Approving an Agreement for Professional Services - Austin Peter Group, Inc. - \$20,815.00
40. Resolution Awarding Contract - Jeremy Jarvis - Harbach Bay Doors Mural Project
41. Resolution Setting Public Hearing (8/28/25, 6:00 p.m.) - The Grant of Permanent Sanitary Sewer Easements to the Des Moines Metropolitan Wastewater Reclamation Authority
42. Resolution Setting Public Hearing (9/11/2025 6:00pm) - Ordinance Amendment Regarding Commercial Entertainment Uses
43. Resolution Setting Public Hearing (9/11/2025 6:00 PM) - City Hall Approach Replacement
44. Resolution Setting Public Hearing (9/11/25, 6:00 p.m.) - Designation of the Expanded Clive Urban Renewal Area and on Urban Renewal Plan Amendment
45. Resolution Deleting Property from the Clive Urban Renewal Area
46. Resolution Levying Special Assessments for Nuisance Abatement Costs - 2184 NW 141st Street - 10540 Juan Calle - 1571 NW 93rd Court.
47. Resolution Accepting Satisfaction of Agreement to Complete for Silverstar Addition Plat 1, Lot 1 - 15451 Hickman RD
48. Resolution Approving 1st Amendment to Zoning Change and Development Agreement - Silverstar Addition Plat 1
49. Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 18 Emerald Isle Place
50. Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 16 Emerald Isle Place
51. Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lots 14 and 15 Emerald Isle Place

52. Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 13 Emerald Isle Place
53. Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 12 Emerald Isle Place
54. Resolution Approving Suspension of Civil Service Commission Practices
55. Approve 2025-2026 Urban Deer Management Program

Action Items

1. Public Hearing - Zoning Ordinance Amendment - Variances
 - a. Consideration of Proposed Ordinance No. 1165 - Zoning Ordinance Amendment Regarding Variances
2. Resolution Approving Amended Clive Post Construction Stormwater Management Manual
3. Site Plan and Preliminary Plat- Dehner Distillery - 1480 NW 86th Street

Correspondence

1. BRAVO Budget Update

Reports

Adjournment



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: August 14, 2025
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the August 14, 2025 meeting of the Clive City Council.

Attachments:

1. General Info Memo 8-14-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: August 11, 2025

Re: General Information Memo – August 14, 2025 City Council Meeting

The August 14, 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/83530425682>

Consent Agenda – A few of items to note on the consent idea. First, as outlined in the strategic plan priorities, staff is ready to perform an updated evaluation of the City's non-union compensation and benefits, three years after a complete revamp to determine whether the City's non-union compensation is tracking with the local metro market for these positions. A professional services agreement with Austin Peter Group, the same consultant who worked on the revamp three years ago, is included in the agenda packet for your consideration. Second, following a call to artists and selection process including staff and City board/commission members, staff is ready to recommend approval of an artist contract with Jeremy Jarvis for the installation of a mural on the northside of the Harbach Center on the old apparatus bay doors to face the new Linnan Park. This \$20,000 mural project is supported by a grant through Bravo Greater Des Moines.

Third, we have several public hearings to set for future meetings, including August 28 for consideration of awarding easements to the WRA for the upcoming sewer project, and September 11 for hearings to consider an ordinance amendment for commercial entertainment uses, reviewing bids for reconstruction the driveway approach to City Hall/Library and for amendments to the City's Urban Renewal Plan. Finally, with the wet summer impacting our City construction projects it is also impacting private development projects, with the Emerald Isle area developer requesting an amendment to the development agreement to extend the time to complete the reconstruction of Emerald Isle Drive from 90 to 125 days due to unforeseeable amount of rain days this summer. Staff would recommend approval of the amendment.

Public Hearing: Amendment for Variances – A public hearing is scheduled to consider an amendment to the City's zoning code related to Board of Adjustment variances. Earlier this year a new state law was passed adding a new standard of "practical difficulties" for dimensional variances considered by the Board of Adjustment. Included in the agenda packet is a staff summary of the state law changes, past Iowa Supreme Court decisions impacting these standards and an explanation of the proposed zoning code changes to incorporate the "practical difficulties" standard for variance considerations. Earlier this month the Planning & Zoning Commission reviewed the ordinance amendment and unanimously recommends your approval. Staff would recommend approval of the first reading of the ordinance amendment following the public hearing

Stormwater Management Manual – At your July 10 meeting, staff presented updates to the City's stormwater management manual in response to state legislation passed in 2024 (SF 455) that amended the rules governing how cities can partner with private developers and maintain stormwater infrastructure. Following that presentation as directed, staff shared the proposed manual changes to the local Homebuilders Association (HBA) representatives to receive their reaction/feedback to the proposed changes. HBA has had multiple weeks to review the proposed changes and related stormwater modeling. To date the feedback the City has received from HBA has been focused on the impacts of the 25% additional rainfall anticipation in the future and what this may require for storm sewer sizes. Staff have included those comments in the agenda packet for your review.

Based on the limited feedback received to date, staff would recommend moving forward with Council consideration and adoption of the updated stormwater management manual. As always, if further adjustments need to be made to the manual as more information is brought forward on any unforeseen impacts, staff will present those to the Council for consideration. Otherwise, with development projects pending that will utilize certain components of the manual (payment in-lieu for floodplain projects) staff feels it is important to get these new standards updated and approved.

Dehner Distillery Site Plan – Joseph Dehner is proposing a site plan to construct a new 20,000 square foot building at 1480 NW 86th Street to include warehousing, production and tasting room for his distillery business. The staff summary in the agenda packet details the challenges with developing on this site (located within the floodplain of Walnut Creek) along with conforming with the City's 86th Street Corridor development standards and certain aspects of the City's overall development standards. With this site plan the staff present compromises to those challenges to be incorporated into this site plan, such as the storefront requirement and the challenge of having the building built up above the sidewalk, and the mix of exterior materials for the building.

In addition, pending approval of the updated stormwater management manual, this project intends to utilize a new feature of the manual with using the payment in-lieu of program to allow for off-site detention for the project as constructing on-site stormwater detention within the floodplain does not serve the intended detention purpose. Finally, it is important to note separately from the site plan the City is also negotiating a financial incentive package to bring this project to fruition through the City's urban renewal plan. An action to set a public hearing to amend the City's urban renewal plan in September is included in the consent agenda for this meeting. The Planning & Zoning Commission reviewed the proposed site plan and would recommend approval.

Tentative Upcoming Agenda Items

August 28

- Public Hearing – City Hall-Library Remodel Phase 2 Bids and Contract Awards
- Public Hearing – NW 86th Street Pavement Repair
- Public Hearing – WRA Sanitary Sewer Easements
- 2nd Reading (Option to Waive to 3rd) – Ordinance Amendment Regarding Variances
- Presentation – Greenbelt Landing Signage Concepts
- Presentation – Fire Department Process Improvement

September 11

- Public Hearing – Ordinance Amendment Regarding Commercial Entertainment Uses
- Public Hearing – Expanded Clive Urban Renewal Area and Urban Renewal Amendment



- Public Hearing – City Hall Approach Replacement Project
- Action – Setting Public Hearing for 2025B Urban Renewal Bond Issue



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Approve 07/24/2025 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 07_24_2025

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
JULY 24, 2025
PUBLIC SAFETY CENTER TRAINING ROOM**

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, Eric Klein, Breanne Hocker. Absent: Susan Judkins. Public access was provided in-person at the Public Safety Center, 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 of the agenda with an amendment to Action Item 2, changing it from 3rd consideration to 1st consideration as recommended by staff, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Consent Items

Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. City Manager Report - June 2025; 3. Assistant City Manager Tech Services Report - June 2025; 4. Administrative Services Report - June 2025; 5. Fire Department Monthly Report - June 2025; 6. Leisure Services Report - June 2025; 7. Police Department Monthly Report - June 2025; 8. Public Works Monthly Report - June 2025; 9. Treasurer's Report - June 2025; 10. Approve 07/10/2025 City Council Minutes; 11. Bill List; 12. Approve Amended Mayoral Appointments to Regional Boards and Commissions - 2025; 13. **Resolution 2025-215** Adopting the Amended City of Clive 2025 Fee Schedule; 14. Approve Retail Alcohol Sales License Renewal Application - The Rookie Sport Bar & Grill - 2180 NW 156th Street; 15. Approve Retail Alcohol Sales License Renewal Application - The Rack Billiard Club - 8803 University Avenue, Suite 140; 16. Approve Retail Alcohol Sales License Renewal Application - Pally's Bar and Grille - 1800 NW 86th Street; 17. Approve Retail Alcohol Sales License Renewal Application - Miss Kittys - 8800 Swanson Blvd.; 18. Approve Retail Alcohol Sales License Renewal Application - Kwik Star #1702 - 16050 Hickman Road; 19. Approve Retail Alcohol Sales License Renewal Application - Tapz Pub - 8450 Hickman Road; 20. Approve Retail Alcohol Sales License Renewal Application - El Rodeo III - 1310 NW 118th Street; 21. **Resolution 2025-216** Approving Temporary Street Closing - Block Party - NW 155th Ct. - Saturday, August 16, 2025 - 5:00 p.m. - 11:00 p.m.; 22. **Resolution 2025-217** Approving Temporary Street Closing - Block Party - Rosewood Dr. Between NW 152nd St. to NW 150th St. - Saturday, July 26 - 3:00 p.m. - 10:00 p.m.; 23. **Resolution 2025-218** Approving Temporary Street Closing - Block Party - 129th St. Between Hazelwood and Walnut Ridge - Friday, August 1, 2025 - 5:00 p.m. - 9:00 p.m.; 24. Approve Pay Request #1 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$220,506.03; 25. Approve Pay Request #1 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - \$37,287.77; 26. Approve Pay Request #7 - DCI Group - Construction Management Services - City Hall-Library Remodel Project Phase 1 - \$22,866.06; 27. Approve Pay Request #8 - University Boulevard Flood Mitigation - Project Scoping Plan - Confluence, Inc. - \$35,157.50; 28. Approve Pay Request #9 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$12,595.25; 29. **Resolution 2025-219** Approving Greenbelt Landing Contract Amendments; 30. **Resolution 2025-220** Approving Intergovernmental Agreement between City of Clive and Waukee Community School District - Douglas Parkway and Berkshire Parkway Traffic Signalization Project; 31. **Resolution 2025-221** Setting Public Hearing (8/28/25, 6:00 pm) - NW 86th Street Pavement Repair Project; 32. **Resolution 2025-222** Approving a Traffic Safety Improvement Program (TSIP) Grant Application for the Alice's Road Reconstruction Project - Phase 4; 33. Accept Decision & Order for Board of Adjustment Case

#SU25-000002 - 1400 NW 114th Street - Salvation Army Church; 34. Accept Decision & Order for Board of Adjustment Case #BOA25-000001 - 9051 Swanson Blvd - Calvary Chapel Living Hope; 35. Receive & File Board of Adjustment Minutes - 01/21/2025; 36. Approve Pay Rate - Joseph Pardekoooper - PW Operations Specialist - \$27.78/Hr - Effective 8/4/2025; 37. Approve Pay Rate - Ryan Jacobson - PW Operations Specialist - \$27.78/Hr - Effective 8/4/2025; 38. Approve Pay Rate - Zackariah Lewis - PW Operations Specialist - \$27.78/Hr - Effective 8/4/2025; 39. Approve Pay Rate - Tyler Pedersen - PT Firefighter-Paramedic - \$23.22/Hr - Effective 7/28/2025; 40. **Resolution 2025-223** Approving Amended Job Descriptions For Various Part-Time Positions.

Action Items

1. **Public Hearing - 2025 Clive Soil Quality Restoration Program.** Public Hearing Notice published 07/07 /2025 in the Des Moines Register. Assistant City Manager Pete De Kock presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2025-224 Approving Plans and Specs.** Eric Klein moved to Approve Plans and Spec, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - b. **Receipt of Bids.** Eric Klein moved to receive the bids, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - c. **Resolution 2025-225 Awarding Contract - 2025 Clive Soil Quality Restoration Cost Share Program - A Plus Lawn and Landscape - \$93,500.00.** Eric Klein moved to award contract, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
2. **1st Consideration of Proposed Ordinance 1164 - Zoning Ordinance Amendment Regarding Accessory Dwelling Units.** Senior Planner Amanda Grutzmacher presented the matter to the Council and explained that staff recommended amending the agenda to treat this as a first reading due to revised language addressing floor area for Accessory Dwelling Units. Grutzmacher noted that the change may be considered substantive but reflects feedback received during the duly noticed public hearing held on 06/26/2025 and does not expand the scope of the ordinance beyond what was considered at that hearing. Ted Weaver moved to suspend the rule requiring three separate readings of an ordinance prior to adoption, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. Ted Weaver moved final approval of Ordinance 1164, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. **Mayor Edwards declared Ordinance 1164 to be enacted.**
3. **Resolution 2025-226 Approving Crisis Intervention Contract with Iowa Primary Care Association.** Police Chief Mark Rehberg presented the matter to the Council and recommended approval. Michael McCoy moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Presentation

1. Clive Capital Projects Update. Presentations provided by Public Works Director Jeff May and Leisure Services Director Richard Brown.

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 7:31 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 20250811103851581

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	ACCO	POOL CHEMICALS	4,631.35
08/11/2025	ACCO	POOL CHEMICALS	1,901.65
08/11/2025	ACCO	2" BRONZE INLETS & SODIUM BICARB	774.20
08/11/2025	ACME TOOLS	MISC SUPPLIES	486.84
08/11/2025	ACME TOOLS	MILWAUKEE BAG FOR PIERCE ENGINE	39.99
08/11/2025	ADVENTURE LIGHTING	DRIVER REPLACEMENT FOR LED LIGHT FIXTURE	59.58
07/25/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 7/19/2025	91.32
08/08/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 8/2/2025	91.32
08/11/2025	AMAZON CAPITAL SERVICES	SHELVING	176.40
08/11/2025	AMAZON CAPITAL SERVICES	EMPLOYEE APPRECIATION SUPPLIES	210.96
08/11/2025	AMAZON CAPITAL SERVICES	DRINK TOKENS	239.98
08/11/2025	AMAZON CAPITAL SERVICES	EQUIPMENT	95.92
08/11/2025	AMAZON CAPITAL SERVICES	SUPPLIES	39.58
08/11/2025	AMAZON CAPITAL SERVICES	PRINTER INK	217.07
08/11/2025	AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES	20.99
08/11/2025	AMAZON CAPITAL SERVICES	PRIZES FOR CARDBOARD BOAT REGATTA	42.98
08/11/2025	AMAZON CAPITAL SERVICES	NEW PIERCE ENGINE UPGRADE PARTS	58.35
08/11/2025	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	165.98
08/11/2025	AMAZON CAPITAL SERVICES	SUPPLIES	21.05
08/11/2025	AMAZON CAPITAL SERVICES	ROPE AND HOLDERS FOR PARKING BOUNDARIES	238.30
08/11/2025	AMAZON CAPITAL SERVICES	SUPPLIES	92.00
08/11/2025	AMAZON CAPITAL SERVICES	ENGINE AND GEAR BOX OIL	68.81
08/11/2025	AMAZON CAPITAL SERVICES	PAPER AND COFFEE SUPPLIES FOR FIRE MEETING/TRAININGS	99.75
08/11/2025	AMAZON CAPITAL SERVICES	SUPPLIES	113.98
08/11/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	43.79
08/11/2025	AMAZON CAPITAL SERVICES	TOOL HOLDER - JET TRUCK	107.99
08/11/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	69.95
08/11/2025	AMAZON CAPITAL SERVICES	EMS IPAD CASE	136.98
08/11/2025	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	45.75
08/11/2025	AMAZON CAPITAL SERVICES	CALENDARS	75.03
08/11/2025	AMAZON CAPITAL SERVICES	LAPTOP BACKPACK FOR CHIEF GARCIA	80.73
08/11/2025	AMAZON CAPITAL SERVICES	MINOR EQUIPMENT	125.91
08/11/2025	AMAZON CAPITAL SERVICES	CENSUS HARDWARE	275.56
08/11/2025	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	50.92
08/11/2025	AMAZON CAPITAL SERVICES	KITCHEN CLEANING SUPPLIES	109.87
08/11/2025	AMAZON CAPITAL SERVICES	BANNER STAKES AND SUPPLIES	154.14
08/11/2025	AMAZON CAPITAL SERVICES	FSS SUPPLIES	35.48
08/11/2025	AMAZON CAPITAL SERVICES	TRASH BAGS	143.97
08/11/2025	AMAZON CAPITAL SERVICES	SUPPLIES	22.99
08/11/2025	AMAZON CAPITAL SERVICES	EMPLOYEE APPRECIATION	64.84
08/11/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	57.46
08/11/2025	AMAZON CAPITAL SERVICES	MINOR EQUIPMENT	42.44
08/11/2025	AMAZON CAPITAL SERVICES	PROJECT PATCH CORDS	55.10
08/11/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	106.42
07/25/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 7/19/2025	514.18
08/08/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 8/2/2025	509.54
08/11/2025	ARNOLD MOTOR SUPPLY	STOCK CLAMPS	66.10
08/11/2025	ARNOLD MOTOR SUPPLY	EQUIPMENT REPAIR	13.54
08/11/2025	ARNOLD MOTOR SUPPLY	HYDRAULIC FITTINGS	47.88
08/11/2025	ARNOLD MOTOR SUPPLY	HYDRAULIC FITTINGS	271.38
08/11/2025	ARNOLD MOTOR SUPPLY	FILTERS	65.01
08/11/2025	ARNOLD MOTOR SUPPLY	FILTERS	101.91
08/11/2025	ARNOLD MOTOR SUPPLY	FILTERS	164.93
08/11/2025	ARNOLD MOTOR SUPPLY	FILTERS	42.05
08/11/2025	ARNOLD MOTOR SUPPLY	HYDRAULIC COUPLER	47.20
08/11/2025	ASCENDANCE TRUCKS MIDWEST, LLC	#721 REPAIR	4,726.31
08/11/2025	AT & T MOBILITY	PATROL CELL PHONES	640.38
08/11/2025	AT & T MOBILITY	EMS CELL PHONES	176.15

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	AT & T MOBILITY	GPS DATA PLAN	35.29
08/11/2025	ATLANTIC BOTTLING	CAC CONCESSIONS	247.76
08/11/2025	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	356.83
08/11/2025	ATLANTIC BOTTLING	CAC CONCESSIONS	890.26
08/11/2025	ATLANTIC BOTTLING	CAC CONCESSIONS	119.10
08/11/2025	AUREON COMMUNICATIONS	CANCELLATION LINE	12.79
08/11/2025	BAKER & TAYLOR BOOKS	CREDIT BOOKS- ADULT	15.00-
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	51.30
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	18.53
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	84.33
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	69.53
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	138.88
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	38.94
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	117.37
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	39.87
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	87.62
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	66.64
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	87.67
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	18.24
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	50.14
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	71.81
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	33.62
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	144.17
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	119.66
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	152.50
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	17.10
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	59.84
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	173.77
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	43.31
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	217.04
08/11/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	18.24
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	36.30
08/11/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	37.61
08/11/2025	BAKER GROUP	PROFESSIONAL FEES	3,000.00
08/11/2025	BAKER GROUP	RTU REPAIRS # 12	300.00
08/11/2025	BAKER GROUP	RTU REPAIRS LIBRARY # A	698.00
08/11/2025	BARCLAYS 2021-NPL1 REO CORP	REFUND DEPOSIT	12.23
08/11/2025	BOLTON & HAY INC	CAC CONCESSION SLUSHIE MIX	122.54
08/11/2025	BOOT BARN INC	BOOTS PARDEKOOPER CONCRETE	148.74
08/11/2025	BOOT BARN INC	HARING BOOTS	118.99
08/11/2025	BOOT BARN INC	LEITING BOOTS	250.00
08/11/2025	BOUND TREE MEDICAL LLC	PACK FOR ENGINE EMS SUPPLIES	142.30
08/11/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	767.22
08/11/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	284.60
08/11/2025	BOUND TREE MEDICAL LLC	IV SOLUTION	59.90
08/11/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	437.73
08/11/2025	BRAVO GREATER DES MOINES	2/7 HOTEL MOTEL JULY 25	28,052.14
08/11/2025	BUSINESS LETTER, THE	BUSINESS CARD SHELLS	931.93
08/11/2025	CAPITAL CITY EQUIPMENT CO	EQUIPMENT SERVICE	171.27
08/11/2025	CDW GOVERNMENT INC	BATTERY BACKUP	735.34
08/11/2025	CDW GOVERNMENT INC	SOFTWARE SUBSCRIPTION	723.95
08/11/2025	CENTRAL IOWA OFFICIALS III, LLC	UMPIRE FINAL PAYMENT FALL 2025	5,240.00
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	2,478.00
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	288.00
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	1,770.00
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	617.00
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	2,566.50
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	946.00

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	1,814.25
08/11/2025	CENTRAL IOWA READY MIX	CONCRETE	896.50
08/11/2025	CENTRAL STATES MEDICINE PLLC	411 MED CLAIM	120.62
08/11/2025	CHRIS CAKES	CAC PANCAKE PADDLE EVENT	1,596.00
08/11/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	353.72
08/11/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	353.72
08/11/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	382.35
08/11/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	382.35
08/11/2025	CIRQUE WONDERLAND ENTERTAINMENT	FESTIVAL ENTERTAINMENT	1,000.00
08/11/2025	CITY OF WAUKEE	ADA SIDEWALK IMPROVEMENTS NW 142ND AND TIMBERLINE	5,448.00
08/11/2025	CITY OF WEST DES MOINES	TRAFFIC LIGHTS	1,439.65
08/11/2025	CITY OF WEST DES MOINES	ADDITIONAL FIELD OPS LICENSES	36.25
08/11/2025	CLIVE CHAMBER OF COMMERCE	2025 FESTIVAL SPONSORSHIP SHARE	1,500.00
08/11/2025	CLIVE COMMUNITY SERVICES	FY 26 HOTEL/MOTEL ALLOCATION	10,000.00
07/25/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 7/19/202	37.20
08/08/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 8/2/2025	37.20
08/11/2025	CLIVE POWER EQUIPMENT	EQUIPMENT REPAIR	6.46
08/11/2025	CLIVE POWER EQUIPMENT	TILLER REPLACEMENT	77.80
08/11/2025	CLIVE POWER EQUIPMENT	TILLER REPLACEMENT	77.80
08/11/2025	CLIVE POWER EQUIPMENT	TILLER REPLACEMENT	77.79
08/11/2025	CLIVE POWER EQUIPMENT	TILLER REPLACEMENT	77.80
08/11/2025	CLIVE POWER EQUIPMENT	TILLER REPLACEMENT	77.80
07/25/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 7/19/2025	1,775.96
08/08/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 8/2/2025	1,775.96
07/25/2025	CONFLUENCE	UNIVERSITY BLVD FLOOD MIT PAY REQ 8	35,157.50
08/11/2025	CONSOLIDATED COMMUNICATIONS	PHONE LINES	1,155.50
08/11/2025	CONSOLIDATED ELECTRICAL DISTRI, IN	REPLACEMENT PHOTOEYE	25.71
08/11/2025	COR ROBOTICS LLC	COR ROBOTICS CAMPS	2,780.00
08/11/2025	CORELL CONTRACTOR INC	ASPHALT AND CONCRETE	294.25
07/25/2025	DCI GROUP	CH/LIB CONSTRUCT MGMT PAY REQ 7	22,866.06
08/11/2025	DCI GROUP	CH-LIB PRE-CON PHASE 2 PAY APP 2	6,441.60
08/11/2025	DELL MARKETING LP	PC REPLACEMENTS	1,064.96
08/11/2025	DELL MARKETING LP	PC REPLACEMENTS	1,277.96
08/11/2025	DELL MARKETING LP	LIBRARY MONITORS	931.86
08/11/2025	DEMCO INC	OFFICE SUPPLIES-PROCESSING	56.04
08/11/2025	DES MOINES IRON & SUPPLY	KNUCKLE ASSEMBLY FOR VALVE REPAIR	73.98
08/11/2025	DITCH WITCH OF MINNESOTA/IOWA	SEWER CAMERA REPAIR	3,984.67
08/11/2025	DOLL DISTRIBUTING LLC	CLIVE FESTIVAL - ALCOHOL	4,390.85
08/11/2025	DORSEY & WHITNEY	2024B ISSUANCE COST	15,000.00
08/11/2025	DORSEY & WHITNEY	2025A ISSUANCE COST	17,000.00
07/25/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 7/1	2,130.38
07/25/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 7/19/2025	7,555.45
07/25/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 7/19/20	1,854.65
07/25/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 7/19/2025	1,464.07
07/25/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 7/19/2025	1,276.60
07/25/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 7/19/2025	342.00
07/25/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 7/19/2025	529.92
08/08/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 8/2	2,112.04
08/08/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 8/2/2025	7,555.45
08/08/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 8/2/202	1,854.65
08/08/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 8/2/2025	813.87
08/08/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 8/2/2025	1,276.60
08/08/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 8/2/2025	342.00
08/08/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 8/2/2025	529.92
07/25/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	56,583.76
07/25/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 7/19/20	38,880.91
07/25/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 7/19/20	38,880.91
07/25/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 7/19/2025	9,093.10

Date Paid	Vendor Name	Description	Amount Paid
07/25/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 7/19/2025	9,093.10
08/08/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	57,544.42
08/08/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/2/202	38,890.69
08/08/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/2/202	38,890.69
08/08/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/2/2025	9,127.69
08/08/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/2/2025	9,127.69
08/11/2025	ELECTRIC PUMP	SCADA REPAIR	2,538.50
08/11/2025	ELECTRIC PUMP	SCADA REPAIR	1,776.00
08/11/2025	EPIC IO TECHNOLOGIES	PHONE LINES	155.35
08/11/2025	EVORA ENERGY	REFUND DEPOSIT	1,792.82
08/11/2025	FASTSIGNS	MISC SUPPLIES	58.65
08/11/2025	FERGUSON ENTERPRISES INC	ICE MACHINE PARTS	48.62
08/11/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	172.25
08/11/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	84.65
08/11/2025	FREEDOM FIRST AID & SAFETY LLC	INSPECTION AND UPDATED TAGS ON 5 FIRE EXTINGUISHERS	40.00
08/11/2025	GALLS LLC	RETURN CLASS A SHIRT FOR AC MORRIS	83.99-
08/11/2025	GALLS LLC	SEWING CHARGE - PATCHES ON AC MORRIS CLASS A	5.99
08/11/2025	GALLS LLC	LT ANNIS CLASS A JACKET ADJUSTMENTS AND EMBLEM ATTACHMENTS	145.06
08/11/2025	GALLS LLC	UNIFORM ALLOW - I. MOHAMMAD	28.86
08/11/2025	GALLS LLC	LT ANNIS CLASS A PINS	82.88
08/11/2025	GAME ONE	SHIRTS	606.36
08/11/2025	GENERAL TRAFFIC CONTROLS INC	REPLACEMENT CONNECTORS FOR GRID SMART DETECTION	533.00
08/11/2025	GOLF CARS OF IOWA	CLIVE FESTIVAL SHUTTLES	675.00
08/11/2025	GRAINGER	SHOP TOOLS	20.68
08/11/2025	GRAINGER	RESPIRATORS	31.50
08/11/2025	GRAINGER	RESPIRATORS	31.50
08/11/2025	GRAINGER	RESPIRATORS	31.50
08/11/2025	GRAINGER	RESPIRATORS	31.50
08/11/2025	GREATER DES MOINES PARTNERSHIP	2026 INVESTOR COMMITMENT 3 OF 5	15,000.00
08/11/2025	GREENLAND HOMES	REFUND OVERPAYMENT	28.11
08/11/2025	GTR DM CONVENTION & VISITORS B	2/7 HOTEL MOTEL JULY 25	28,052.14
08/11/2025	HD SUPPLY	JANITORIAL SUPPLIES	594.88
08/11/2025	HI TOUCH BUSINESS SERVICES	SHOP SUPPLIES	79.78
08/11/2025	HI TOUCH BUSINESS SERVICES	RAI OFFICE CHAIR	291.29
08/11/2025	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	63.34
08/11/2025	HOTSY CLEANING SYSTEM	EQUIPMENT MAINT	210.60
08/11/2025	HOTSY CLEANING SYSTEM	HYDRO HOSE PARTS	125.19
07/25/2025	HOWREY CONSTRUCTION	WALNUT CREEK TRAIL PAY REQ 1	220,506.03
08/11/2025	IA LAW ENFORCEMENT ACCREDITATION PRGM	NEW CAR SETUP	60.00
07/25/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 7/19/2025	533.76
08/08/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 8/2/2025	533.76
07/25/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 7/19/	7,581.82
07/25/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 7/19/2025	14,466.36
07/25/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 7/19/2025	11,995.16
08/08/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 8/2/2	7,486.03
08/08/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 8/2/2025	13,266.36
08/08/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 8/2/2025	10,616.28
08/11/2025	ICON WATER TRAILS	FY26 H/M ALLOCATION	16,367.00
08/11/2025	IMAGE SOLUTIONS	LOGOED APPAREL IT	86.00
08/11/2025	IMAGE SOLUTIONS	LOGOED APPAREL EX	50.00
08/11/2025	IMAGE SOLUTIONS	LOGOED APPAREL FD	68.00
08/11/2025	IMAGE SOLUTIONS	LOGOED APPAREL BLDG	48.00
08/11/2025	IMAGE SOLUTIONS	LOGOED APPAREL PARKS	171.50
08/11/2025	IMAGE SOLUTIONS	LOGOED APPAREL LIBRARY	77.00
08/11/2025	IMAGE SOLUTIONS	BREAKROOM MUGS	352.00
08/11/2025	IMAGE SOLUTIONS	SAFETY AWARD	11,150.25
08/11/2025	IMAGE SOLUTIONS	SWAG BAGS	900.00
08/11/2025	IMWCA	WC INSTALL #2	10,819.00

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	INFOMAX OFFICE SYSTEMS INC	COPIER MAINTENANCE	1,055.60
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	325.12
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	37.99
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	11.49
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	14.22
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	140.61
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	9.19
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	30.97
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	156.00
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	160.36
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-YOUNG ADULT	12.07
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	6.74
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	170.84
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	90.61
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	14.23
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.74
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	104.45
08/11/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.39
08/11/2025	INTERSTATE ALL BATTERY CENTER	#717 BATTERIES	513.90
08/11/2025	INTERSTATE ALL BATTERY CENTER	BATTERY REPLACEMENT FOR DCU'S	569.20
08/11/2025	INTERSTATE ALL BATTERY CENTER	PORTABLE SUCTION BATTERY	31.20
08/11/2025	INTERSTATE ALL BATTERY CENTER	MISC USE BATTERY	22.80
08/11/2025	INTERSTATE POWER SYSTEMS INC	GENERATOR REPAIRS, STARTER	1,278.90
08/11/2025	INTERSTATE POWER SYSTEMS INC	GENERATOR REPAIRS, STARTER	344.69
08/11/2025	INTERSTATE POWER SYSTEMS INC	GENERATOR REPAIRS, STARTER	753.55
08/11/2025	IOWA COMMUNICATIONS NETWORK	HANDHOLE REPLACEMENT ON HICKMAN/128TH	1,369.80
08/11/2025	IOWA COMMUNITIES ASSURANCE POOL	BUILDERS RISK INS-GREENBELT LANDING	7,044.00
07/25/2025	IOWA EARTH WORKS	WALNUT CREEK STREAM PAY REQ 9	12,595.25
08/11/2025	IOWA LAW ENFORCEMENT ACADEMY	TRAINING - N. ANDERSON	50.00
08/11/2025	IOWA MEDICAID	JULY/AUGUST STATE SHARE OF GEMT PYMT	23,709.76
08/11/2025	IOWA ONE CALL	LOCATES	553.10
08/11/2025	IOWA ONE CALL	LOCATES	553.10
08/11/2025	IOWA-DES MOINES SUPPLY INC	BALLFIELD PAINT	2,132.68
07/25/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,711.92
07/25/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	21,167.52
07/25/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	31,706.03
07/25/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,318.98
08/08/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	209.90
08/08/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	21,017.35
08/08/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	31,542.76
08/08/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,741.17
08/08/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,323.96
08/08/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	139.86
08/11/2025	J & M DISPLAYS	FESTIVAL FIREWORKS	16,000.00
08/11/2025	KNOCKERBALL 118	BACK TO SCHOOL FESTIVAL	500.00
08/11/2025	LARRYS WINDOW SERVICE INC.	WINDOW CLEANING	225.00
08/11/2025	LIFE TIME TENNIS	TENNIS CAMP INSTRUCTION	3,108.00
08/11/2025	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	290.80
08/11/2025	LOGAN CONTRACTORS SUPPLY	CHOPSAW FOR SHORING TRAILER REPLACEMENT	1,160.00
08/11/2025	LOGAN CONTRACTORS SUPPLY	RAISED PAVEMENT MARKERS GLUE	77.70
08/11/2025	LOGAN CONTRACTORS SUPPLY	PAVING BASKETS AND SUPPLIES	5,232.89
08/11/2025	LOGAN CONTRACTORS SUPPLY	RAISED PAVEMENT MARKINGS	103.60
08/11/2025	LOGAN CONTRACTORS SUPPLY	CONCRETE TOOLS	16.39
08/11/2025	LOGAN CONTRACTORS SUPPLY	CONCRETE STAKES	409.50
08/11/2025	LOGOED APPAREL & PROMOTIONS	SHIRTS	269.80
08/11/2025	LOWES HOME CENTERS INC	BATTERY BACK-UPS	119.61
08/11/2025	LOWES HOME CENTERS INC	TRAFFIC SUPPLIES	98.72
08/11/2025	MACQUEEN EQUIPMENT	JET TRUCK PURCHASE	542,815.00

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	MACQUEEN EQUIPMENT	MANHOLE ROLLER JET TRUCK	245.79
08/11/2025	MACQUEEN EQUIPMENT	SWEEPER TRANS FOR AXEL FILTER	352.83
08/11/2025	MAIL SERVICES	NEWSLETTER	1,135.27
08/11/2025	MAIL SERVICES	POSTAGE	2,508.20
08/11/2025	MAIL SERVICES	BILLING	818.34
08/11/2025	MAIL SERVICES	POSTAGE	188.41
08/11/2025	MAIL SERVICES	REMINDER NOTICES (STORM)	73.63
08/11/2025	MAIL SERVICES	POSTAGE	239.09
08/11/2025	MAIL SERVICES	NOTICES	52.39
08/11/2025	MARTIN BROS	CAMPBELL CONCESSIONS	128.41
08/11/2025	MARTIN BROS	CAC CONCESSIONS	157.08
08/11/2025	MARTIN BROS	CAC CONCESSIONS	578.65
08/11/2025	MARTIN BROS	CAC CONCESSIONS	806.43
08/11/2025	MARTIN BROS	CAC CONCESSIONS	643.03
08/11/2025	MARTIN BROS	CAMPBELL CONCESSIONS	189.98
08/11/2025	MARTIN BROS	CAC CONCESSIONS	968.92
08/11/2025	MARTIN BROS	CAC CONCESSIONS	971.19
08/11/2025	MARTIN BROS	CAC CONCESSIONS	781.10
08/11/2025	MATT CARVER	SWAP PROJECT 25-003	75.00
08/11/2025	MEDIACOM	LIBRARY INTERNET	304.90
08/11/2025	MEDIACOM	LIBRARY INTERNET	19.95
08/11/2025	MEMPHIS NET & TWINE	SOCCER GOALS	6,285.00
08/11/2025	MENARDS	TRAFFIC SUPPLIES	10.48
08/11/2025	MENARDS	BUILDING MAINT	11.38
08/11/2025	MENARDS	GOATS CLIVE FEST	119.98
08/11/2025	MENARDS	BUILDING MAINT	34.97
08/11/2025	MENARDS	TOILET SEAT	25.99
08/11/2025	MENARDS	COTTON SWABS FOR ANALYZERS	3.87
08/11/2025	MENARDS	WASTEBASKET & CAULKING	87.26
08/11/2025	MENARDS	DETERGENT	26.22
08/11/2025	MENARDS	TOOLS - JET TRUCK	145.62
08/11/2025	MENARDS	DETERGENT	26.22
08/11/2025	MENARDS	DETERGENT	26.22
08/11/2025	MENARDS	DETERGENT	26.22
08/11/2025	MENARDS	CABLE TIES	33.98
08/11/2025	MENARDS	ROOF REPAIRS	41.78
08/11/2025	MENARDS	SHOP SUPPLIES	49.98
08/11/2025	MENARDS	DUCT TAPE AND CABLES SUPPLIES	87.14
08/11/2025	MENARDS	DUCT TAPE	54.32
08/11/2025	MENARDS	SHOP TOOLS	52.78
08/11/2025	MENARDS	MINOR EQUIPMENT	35.92
08/11/2025	MENARDS	MISC SUPPLIES	87.95
08/11/2025	MENARDS	SHOWER HOOKS	14.90
08/11/2025	MENARDS	MISC SUPPLIES	15.04
08/11/2025	MENARDS	NEW PIERCE ENGINE MATERIALS	94.47
08/11/2025	MENARDS	ROPE SUPPLIES	57.92
08/11/2025	MENARDS	MISC SUPPLIES JET TRUCK	56.62
08/11/2025	MENARDS	PAINT & SUPPLIES CH HAND RAIL	119.03
08/11/2025	MENARDS	PAINT & SUPPLIES CH HAND RAIL	24.25
08/11/2025	MENARDS	BUILDING REPAIRS	140.60
08/11/2025	MENARDS	HANDLES FOR JET TRUCK	115.96
08/11/2025	MENARDS	ANCHORS FOR SLUICE GATE	17.97
08/11/2025	MENARDS	CONCRETE	269.60
08/11/2025	MENARDS	SIGN POSTS	61.47
08/11/2025	MENARDS	GLOVES	95.75
08/11/2025	MENARDS	BUILDING MAINT	13.44
08/11/2025	MENARDS	NEW PIERCE ENGINE MATERIALS	75.91
08/11/2025	MENARDS	INTAKE REPAIR SUPPLIES	176.34

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	MENARDS	VEHICLE REPAIR	51.57
08/11/2025	MENARDS	BUILDING MAINT	12.89
08/11/2025	MENARDS	INTAKE REPAIR SUPPLIES	352.68
08/11/2025	MENARDS	FENCE REPAIR	12.27
08/11/2025	MENARDS	FENCE REPAIR	115.87
08/11/2025	MENARDS	WATER SUPPLIES	113.91
08/11/2025	MENARDS	COFFEE CREAMER	39.76
08/11/2025	MERCYONE CLIVE PHARMACY	EMS MEDICATIONS	112.43
08/11/2025	METRO WASTE AUTHORITY	SWEEPINGS	301.60
08/11/2025	METRO WASTE AUTHORITY	SWEEPINGS	228.40
08/11/2025	METRO WASTE AUTHORITY	SWEEPINGS	153.60
08/11/2025	METRO WASTE AUTHORITY	SWEEPINGS	197.20
08/11/2025	METRO WASTE AUTHORITY	SWEEPINGS	187.60
08/11/2025	METRO WASTE AUTHORITY	SWEEPINGS	82.40
08/11/2025	METRO WASTE AUTHORITY	COMPOST STICKERS	768.00
08/11/2025	METRO WASTE AUTHORITY	YARD WASTE STICKERS	300.00
08/11/2025	METRO WASTE AUTHORITY	CURB IT - JULY 25	28,248.32
08/11/2025	METRO WASTE AUTHORITY	SOLID WASTE JULY 25	72,340.11
08/11/2025	MICHAEL HAGGERTY	REFUND OVERPAYMENT	16.85
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	929.64
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE AQUATIC	7,432.80
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	2,506.14
08/11/2025	MIDAMERICAN ENERGY DAV	PW BUILDING	2,997.57
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	1,557.91
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	419.88
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	917.96
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	17.90
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	16.99
08/11/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	66.07
08/11/2025	MIDAMERICAN ENERGY DAV	TRAFFIC SIGNALS	50.08
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	12.43
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	374.18
08/11/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	92.31
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
08/11/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	53.29
08/11/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	16.22
08/11/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE HARBACH	2,663.01
08/11/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	42.66
08/11/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	616.48
08/11/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	586.27
08/11/2025	MISTER CAR WASH	VEHICLE REPAIR	301.00
08/11/2025	MOWTIVATED LAWN CARE	NUISANCE ABATEMENT	1,170.00
08/11/2025	MTI DISTRIBUTING INC	IRRIGATION	53.58
08/11/2025	MUNICIPAL COLLECTIONS OF AMERICA	IOP COLLECTIONS	138.65
08/11/2025	MUNICIPAL COLLECTIONS OF AMERICA	IOP COLLECTIONS	10.70
07/25/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,558.47
07/25/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,105.44
08/08/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,312.73
08/08/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,000.02
08/11/2025	MUNICIPAL SUPPLY INC	EDDY BREAKAWAY FLANGE KIT	517.50
08/11/2025	MUNICIPAL SUPPLY INC	EDDY FIRE HYDRANT PARTS	4,324.32
08/11/2025	NAPA DISTRIBUTION CENTER	VEHICLE MAINT	69.99
08/11/2025	NAPA DISTRIBUTION CENTER	EQUIPMENT REPAIR	21.26
08/11/2025	NAPA DISTRIBUTION CENTER	U322 BATTERY	190.22
08/11/2025	NAPA DISTRIBUTION CENTER	VEHICLE REPAIR	139.26
08/11/2025	NETWORKS	PROFFESIONAL FEES	450.00

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	NETWORKS	CH WIFI HDWARE	853.55
08/11/2025	NETWORKS	HOSTED EMAIL	1,422.15
08/11/2025	NETWORKS	SOFTWARE SUBSCRIPTION	7.70
08/11/2025	NORTHLAND PRODUCTS CO	CREDIT	22.00-
08/11/2025	NORTHLAND PRODUCTS CO	CREDIT	40.00-
08/11/2025	NORTHLAND PRODUCTS CO	STOCK	419.10
08/11/2025	NORTHLAND PRODUCTS CO	GREASE TUBES	119.74
08/11/2025	NORTHLAND PRODUCTS CO	COOLANT	43.25
08/11/2025	NORTHLAND PRODUCTS CO	HYDRAULIC OIL	730.65
08/11/2025	NYEMASTER-GOODE	PROSECUTIONS	7,593.50
08/11/2025	NYEMASTER-GOODE	CITY COUNCIL	850.00
08/11/2025	NYEMASTER-GOODE	LEGAL GENERAL	21,553.00
08/11/2025	NYEMASTER-GOODE	LEGAL HR	5,285.00
08/11/2025	NYEMASTER-GOODE	LEGAL	50.00
08/11/2025	NYEMASTER-GOODE	LEGAL	500.00
08/11/2025	ONE SOURCE	BACKGROUND CHECKS	205.00
08/11/2025	OPN ARCHITECTS INC	PAY REQ 16 - CH REMODEL DESIGN OPN	13,121.91
08/11/2025	OREILLY AUTOMOTIVE INC	MISC SUPPLIES	39.99
08/11/2025	OREILLY AUTOMOTIVE INC	ANTIFREEZE AND HEATER HOSE FOR E321/E320	125.10
08/11/2025	OTTO'S GROTTTO	K9 EQUIPMENT	105.00
08/11/2025	P J IOWA LC	CAC CONCESSIONS PIZZA	526.35
08/11/2025	P J IOWA LC	PIZZA FOR CAC OLYMPICS	103.29
08/11/2025	P J IOWA LC	CAC CONCESSIONS PIZZA	430.98
08/11/2025	P J IOWA LC	CAC CONCESSIONS PIZZA	211.20
08/11/2025	PHIL DICKEY	MARTIAL ARTS INSTRUCTION	680.00
08/11/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	223.16
08/11/2025	PLS PAVING LLC	SWANSON RD CROSSING REPAIR	2,500.00
08/11/2025	QUADIENT INC	POSTAGE ACCT 8124352	3,000.00
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS GOELLER	246.39
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS JACOBSON	250.00
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS Z LEWIS	206.99
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS COOLEY CONCRETE	236.98
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS PARDEKOOOPER	250.00
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS CHRISTENSEN	197.99
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS L BERRY	206.79
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS NUSS	241.99
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS STEVENS	250.00
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS JAMES	250.00
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	SALTMARSH BOOTS	250.00
08/11/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	TATMAN BOOTS	250.00
07/25/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 7/19/2025	1,205.20
08/08/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 8/2/2025	1,205.20
08/11/2025	RHINER'S PLUMBING & HEATING	DRAIN LINE CLEANING	300.00
08/11/2025	RINGCENTRAL INC	HOSTED VOICE	2,685.58
08/11/2025	RISER INCORPORATED	VOLLEYBALL	6,800.00
08/11/2025	ROCKY MOUNTAIN ACCREDITATION NETWORK	MEMBERSHIP DUES	175.00
08/11/2025	SAGE HOMES	REFUND OVERYPAYMENT	15.22
08/11/2025	SAMUEL BRANT	REFUND DEPOSIT	50.00
08/11/2025	SAMUEL BRANT	REFUND OVERPAYMENT	3.49
08/11/2025	SIRCHIE ACQUISITION COMPANY	EQUIPMENT	158.89
07/25/2025	SKOL TRUCKING	2025 ARTERIAL PCC PVMENT REHAB PAY REQ 1	37,287.77
08/11/2025	SMITH'S SEWER SERVICE, INC.	CAMERA & TRACE SEWER LINE	495.75
08/11/2025	STEAM STARZ LLC	STEAM STARZ CAMP	1,275.00
08/11/2025	STEW HANSEN	ANTIFREEZE	46.35
08/11/2025	STIVERS FORD	VEHICLE MAINT	136.23
08/11/2025	SUPERIOR PEST CONTROL	PEST CONTROL	250.00
08/11/2025	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
08/11/2025	SUPERIOR PEST CONTROL	PEST CONTROL	47.85

Date Paid	Vendor Name	Description	Amount Paid
08/11/2025	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
08/11/2025	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
08/11/2025	THELMAS LLC	CAC CONCESSIONS	1,056.00
08/11/2025	THELMAS LLC	CAC CONCESSIONS	844.80
08/11/2025	TNEMEC COMPANY INC	POOL PAINT - LAZY RIVER	4,146.10
08/11/2025	TNEMEC COMPANY INC	POOL PAINT - LAZY RIVER (BLUE)	567.30
08/11/2025	TOMPKINS INDUSTRIES INC	EQUIPMENT REPAIR	61.11
07/25/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 7/19/2025	25,732.00
08/08/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 8/2/2025	25,845.00
08/11/2025	TRIPLETT OFFICE SOLUTIONS	KOOZIES - EMPLOYEE APPRECIATION	269.16
07/25/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 7/19/2025	40.46
08/08/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 8/2/2025	40.46
08/11/2025	UTILITY EQUIPMENT CO	SLUICE GATE HATCH	4,310.39
08/11/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	172.00
08/11/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	231.25
08/11/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	1,080.13
08/11/2025	VAN METER INC	SPLASH PAD PARTS	88.94
08/11/2025	VAN METER INC	LAZY RIVER MECHANICAL REPAIR	33.15
08/11/2025	VERIZON	DATA PLANS	1,118.39
08/11/2025	VERIZON	CELL DATA SERVICE	128.03
08/11/2025	VERIZON	CELL DATA SERVICE	42.67
08/11/2025	VERIZON	CELL DATA SERVICE	128.03
08/11/2025	VERIZON	DATA PROCESSING HOT SPOTS	80.02
08/11/2025	VERIZON	DCU CELL	125.12
08/11/2025	VERMEER SALES & SERVICE	ROPE BAG	30.99
08/11/2025	VESERIS	2025 MOSQUITO SPRAYING PROGRAM	2,574.49
08/11/2025	VESTIS	UNIFORMS	96.32
08/11/2025	VESTIS	UNIFORMS	53.76
08/11/2025	VESTIS	UNIFORMS	53.76
08/11/2025	VESTIS	UNIFORMS	20.16
08/11/2025	VESTIS	UNIFORMS	20.16
08/11/2025	VESTIS	UNIFORMS	53.76
08/11/2025	VESTIS	UNIFORMS	53.76
08/11/2025	VESTIS	UNIFORMS	96.32
08/11/2025	VESTIS	UNIFORMS	19.41
08/11/2025	VESTIS	UNIFORMS	51.75
08/11/2025	VESTIS	UNIFORMS	51.75
08/11/2025	VESTIS	UNIFORMS	92.72
08/11/2025	WARD DIESEL FILTER SYSTEMS	NEW PIERCE ENGINE NO SMOKE DIESEL EXHAUST REMOVAL SYSTEM	9,996.00
08/11/2025	WENDY RICKMAN	REFUND OVERPAYMENT	100.00
08/11/2025	ZIEGLER INC	GENERATOR MAINT CONTRACT	5,550.35
08/11/2025	ZIEGLER INC	GENERATOR REPAIR	1,043.21
08/11/2025	ZIEGLER INC	GENERATOR LOAD TESTING	2,406.09
Grand Totals:			2,112,835.91

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	\$	2,112,835.91
(7/22/2025 - 8/11/2025)		
Payroll		
(7/25/2025)		430,518.01
Payroll		
(8/08/2025)		436,537.19
Total	\$	2,979,891.11

Of the total payrolls, \$380.27 are expense reimbursements.

Elizabeth Hansen, Director of Administrative Services

Date:

Dated: _____

City Council:

Breanne Hocker	_____
Eric Klein	_____
Ted Weaver	_____
Michael McCoy	_____
Susan Judkins	_____



Memo

TO: Mayor and Council members

FROM: John Edwards, Mayor

DATE: August 14, 2025

RE: Approve Appointment of Nathan Borland to Board of Adjustment

SYNOPSIS:

City Council Members, the following appointment is being made to fill the remainder of Breanne Hocker's term following her resignation from the Board of Adjustment to serve on the City Council. Supporting documents are provided. Approval is recommended.

Board of Adjustment

Appointment of Nathan Borland to fill the remainder of a term expiring 12/31/2025

Attachments:

1. Nathan Borland



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Approve Temporary (5 day) Retail Alcohol Sales License Application - Willis Auto / Hy-Vee - 2121 NW 100th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Willis Auto _ Hy-Vee 09_13_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Approve New Retail Alcohol Sales License Application - Midnight Coffee - 12695 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Midnight Coffee 08_01_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Izumi -
1301 NW 114th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Izumi 09_27_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Chili's Grill & Bar - 11411 Forest Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Chili's Grill & Bar 09_30_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Aura Restaurant - 12851 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Aura Restaurant and Lounge 08_17_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - John & Nick's Steak & Prime Rib - 15970 Hickman Road

SYNOPSIS:

Staff recommends approval.

Attachments:

1. John & Nick's Steak & Prime Rib 09_10_2025



Memo

TO: Mayor and Council members

FROM: Tiffany Belieu, Administrative Specialist

DATE: August 14, 2025

RE: Resolution Approving Temporary Street Closing - Block Party - NW 103rd street from Sunset Terrace to NW 101st St. - Friday, August 22, 2025 - 4:30 p.m. - 10:30 p.m.

SYNOPSIS:

Please find attached an application and resolution for the block party.

Attachments:

1. Brandon 8-22-25
2. Brandon Block Party Resolution 8-22-25

RESOLUTION NO. _____

RESOLUTION TEMPORARILY CLOSING

WHEREAS, the residents living at 1756 NW 103rd St., Clive, petitioned the City Council to close NW 103rd street from Sunset Terrace to NW 101st St. on Friday, August 22 between the hours of 4:30 p.m. and 10:30 p.m. and:

WHEREAS, said request is made in an effort by said residents to increase the safety of residents and children attending a block party to be given by them on said date and at such time on NW 103rd street from Sunset Terrace to NW 101st St.

WHEREAS, the closing of this section of street will not create undue problems for local traffic.

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

1. Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive of Clive, Iowa, hereby closes NW 103rd street from Sunset Terrace to NW 101st St. between 4:30 p.m. and 10:30 p.m. to through traffic.
2. This resolution shall be of no force and effect unless one or more residents living at 1756 NW 103rd St. shall first obtain those barricades of the type and number required by the Director of Public Works of the City of Clive, Iowa. Said delivery to be a time and place designated by Director.
3. No immobile obstacles that would limit or significantly slow access to emergency vehicles shall be placed in the traveled portion of the street, nor should any property owner be denied access to their property during the period when said streets are closed.

PASSED AND APPROVED this _____ day of _____ 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Tiffany Belieu, Administrative Specialist

DATE: August 14, 2025

RE: Resolution Approving Temporary Street Closing - Block Party - NW
92nd Ave. near Lincoln Ave. - Saturday, September 6, 2025 - 10:00 a.m. -
3:00 p.m.

SYNOPSIS:

Find attached a block party application and resolution.

Attachments:

1. Corey 9-6-2025
2. Corey Block Party Resolution 9-6-2025

RESOLUTION NO. _____

RESOLUTION TEMPORARILY CLOSING

WHEREAS, the residents living at 1636 NW 92nd St., Clive, petitioned the City Council to close NW 92nd St. near Lincoln Ave. on Saturday, September 6 between the hours of 10:00 a.m. and 3:00 p.m. and:

WHEREAS, said request is made in an effort by said residents to increase the safety of residents and children attending a block party to be given by them on said date and at such time on NW 92nd St. near Lincoln Ave.

WHEREAS, the closing of this section of street will not create undue problems for local traffic.

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

1. Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive of Clive, Iowa, hereby closes NW 92nd St. near Lincoln Ave. between 10:00 a.m. and 3:00 p.m. to through traffic.
2. This resolution shall be of no force and effect unless one or more residents living at 1636 NW 92nd St. shall first obtain those barricades of the type and number required by the Director of Public Works of the City of Clive, Iowa. Said delivery to be a time and place designated by Director.
3. No immobile obstacles that would limit or significantly slow access to emergency vehicles shall be placed in the traveled portion of the street, nor should any property owner be denied access to their property during the period when said streets are closed.

PASSED AND APPROVED this _____ day of _____ 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 14, 2025

RE: Resolution Approving Amendment #1 to the Professional Services Agreement for the Douglas Parkway and Berkshire Parkway Signalization Project - Snyder & Associates - \$9,100.00

SYNOPSIS:

At the January 9, 2025 City Council meeting, the Council approved a Professional Services Agreement (PSA) for design services for the Douglas Parkway and Berkshire Parkway Intersection Signalization Project. The intersection signalization project is included in the FY 26 CIP.

The original agreement was for an amount not to exceed \$43,900. During the design of the project, the project evolved from the original concept with the addition of pavement widening to accommodate larger vehicle movements and the addition of a fiber connection to the Waukee Schools fiber network to provide a fiber path to connect the traffic signals to the City's traffic signal network. The original design included a wireless phone connection that will now be used as a redundant path until a redundant fiber path is installed as part of the completion of Douglas Parkway between Berkshire and Alice's Road.

Snyder is requesting an additional \$9,100.00 for the additional work. That amount includes the following:

Design services	\$ 2,200.00
Construction Phase Services	\$ 1,100.00
Intersection Design	\$ 5,800.00
Total	\$ 9,100.00

Staff recommends approval of Amendment #1 to the PSA with Snyder & Associates for additional services on the Douglas Parkway and Berkshire Parkway Intersection Signalization Project in the amount of \$9,100. The total cost of the design and construction services will now be an amount not to exceed \$53,000.00.

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. Resolution - 08-14-25 - Douglas & Berkshire Intersection Signalization Project - Design PSA Amendment - Snyder & Associates - \$9,100.00
2. 08-14-25 - PSA Amendment #1 - Douglas & Berkshire Signalization - Snyder & Associates - \$9,100.00

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SNYDER & ASSOCIATES, INC., FOR THE DOUGLAS PARKWAY AND BERKSHIRE PARKWAY SIGNALIZATION PROJECT

WHEREAS; the City desires to signalize the intersection of Douglas Parkway and Berkshire Parkway and has entered into a Professional Services Agreement (“PSA”) with Snyder & Associates, Inc. for design services; and

WHEREAS, the City desires to amend the PSA to complete the design of and provide construction services for the Douglas Parkway and Berkshire Parkway Signalization Project (Project); and

WHEREAS, the City has reviewed the Amendment to the PSA submitted by Snyder & Associates, Inc., for professional services to complete the design of and provide construction services for the Project and would like to secure their additional services.

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

That the Mayor be authorized to execute the Amendment to the Professional Services Agreement with Snyder & Associates, Inc, of Ankeny, Iowa, for the Douglas Parkway and Berkshire Parkway Signalization Project design and construction services.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 01

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

Attn: Nathan Carhoff
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, 1900 NW 114th Street, Clive, Iowa 50325	
Project Name: Douglas Parkway and Berkshire Parkway Traffic Signals	
S&A Project Number: 125.0139.01	Original Agreement Date: January 9, 2025

DESCRIPTION OF ADDITIONAL SERVICES:

Additional design and construction services as described in Exhibit A1.

- ☐ Lump Sum in the amount of: \$
- ☒ Hourly plus expenses per original agreement or attached fee schedule, not to exceed budget: \$9,100
- ☐ 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)

SNYDER & ASSOCIATES, INC. (Professional)

(Type or Print Name above line)

By:

(Authorized Agent)

John D. Edwards

(Printed or typed signature)

Date:

By:

(Authorized Agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Date:

Route executed to: NEC

EXHIBIT A1**DOUGLAS PARKWAY AND BERKSHIRE PARKWAY TRAFFIC SIGNALS
CLIVE, IOWA**

CLIENT: CITY OF CLIVE
1900 NW 114TH STRET
CLIVE, IOWA, 50325
C/O JEFF MAY, PE

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

PROJECT: ADDITIONAL DESIGN, UTILITY COORDINATION, AND CONSTRUCTION
SERVICES RELATED TO THE TRAFFIC SIGNAL PROJECT

DATE: JULY 31, 2025

SCOPE OF SERVICES:**I. GENERAL**

Throughout the course of the design, the project evolved to include scope of work that was not anticipated during initial contract development. The Professional attempted to offset the increased cost by efficiencies in other design tasks to maintain budget. The Professional was not able to fully offset the increased scope and therefore respectfully requests this supplemental agreement.

II. INTERSECTION DESIGN

The Professional performed the following additional scope related to roadway design.

- A. Reviewed truck and bus turn movements using AutoTURN software by Transoft Solutions.
- B. Utilized vehicle sweep paths to re-design intersection radii.
- C. Geometric design, jointing details, and plan production for reconstruction of three of the four intersection radius returns.

III. TRAFFIC SIGNAL FIBER OPTIC REDUNDANT CONNECTION

Original scope included communication design by either fiber optic or wireless communication. Early in the project it was decided to design a wireless communication system. Following submission of final plans, coordination occurred between the Client and Waukee School District to utilize spare fibers on their system to provide a redundant communication system. The Professional performed the following tasks:

- A. Utility coordination with Waukee School District to connect the traffic signal to their fiber optic system.
- B. Designed the fiber optic connection.
- C. Produced a plan sheet with the design, general notes, layout notes and estimate of quantities for incorporation into the construction drawings.
- D. Coordinated with the contractor to incorporate the fiber optic connection into the construction via change order.

IV. CONSTRUCTION PHASE SERVICES

The Professional shall perform additional construction staking related to intersection design and fiber optic traffic signal communication.

V. COMPENSATION

In consideration of the professional services provided herein, the City agrees to pay the Professional the following sum, NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Exhibit B of the original agreement. The compensation schedule as set forth in Article IV of the original agreement is amended as follows:

Basic Services of the Consultant

	Base Agreement	Supplemental Agreement No. 01	Total
A. Project Management	\$4,100		\$4,100
B. Survey and Base Drawing Update	\$1,000		\$1,000
C. Preliminary Design Services	\$18,400		\$18,400
D. Utility Coordination	\$1,600		\$1,600
E. Final Design Services	\$9,100	\$2,200	\$11,300
F. Bidding Services	\$3,400		\$3,400
G. Construction Phase Services	\$6,300	\$1,100	\$7,400
H. Intersection Design		\$5,800	\$5,800
TOTAL (Hourly Not To Exceed)	\$43,900	\$9,100	\$53,000



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 14, 2025

RE: Resolution Approving Change Order #1 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$3,307.29

SYNOPSIS:

Staff is recommending approval of Change Order #1 to Des Moines Asphalt & Paving on the above referenced project as follows:

Change Order #1 – \$3,307.29

This Change Order zero-sums the majority of bid items in order to pay for any items with overages on the next Pay Request. The revised contract amount is \$629,343.54.

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

Attachments:

1. Resolution
2. Change Order #1

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR
DES MOINES ASPHALT & PAVING
COUNTRY CLUB BOULEVARD HMA PAVEMENT REHABILITATION PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Des Moines Asphalt & Paving in regard to the Country Club Boulevard HMA Pavement Rehabilitation Project (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 1 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. 1 to the contract with Des Moines Asphalt & Paving, 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. 1 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS ____ of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Country Club BLVD HMA Pavement Rehabilitation

Description	Full depth PCC patching and HMA overlay
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Change Order	1
Status	Pending
Date Created	07/30/2025
Type	Minor Overrun
Summary	Overrun quantities
Awarded Project Amount	\$626,036.25
Authorized Project Amount	\$626,036.25
Change Order Amount	\$3,307.29
Revised Project Amount	\$629,343.54

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0010	25-001	EACH	\$4,985.000	7.000	\$34,895.00	-2.000	-\$9,970.00	5.000	\$24,925.00
STORM SEWER INTAKE, SW-501									
0040	25-004	EACH	\$550.000	12.000	\$6,600.00	-1.000	-\$550.00	11.000	\$6,050.00
CASTING EXTENSION RING									
0060	25-005	EACH	\$2,250.000	10.000	\$22,500.00	-2.000	-\$4,500.00	8.000	\$18,000.00
REMOVE INTAKE									
0070	2512-1725306	LF	\$58.000	294.000	\$17,052.00	17.500	\$1,015.00	311.500	\$18,067.00
CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.									
0090	25-007	Ton	\$142.000	550.000	\$78,100.00	-15.430	-\$2,191.06	534.570	\$75,908.94
HMA PAVEMENT, INTERLAYER									
0100	25-008	Ton	\$105.000	1,125.000	\$118,125.00	-92.690	-\$9,732.45	1,032.310	\$108,392.55
HMA PAVEMENT, ST SURFACE, 1/2", NO FRICTION									
0120	25-010	SY	\$16.000	237.000	\$3,792.00	29.440	\$471.04	266.440	\$4,263.04
REMOVAL OF SIDEWALK									
0130	25-011	LF	\$16.000	294.000	\$4,704.00	17.500	\$280.00	311.500	\$4,984.00
REMOVAL OF CURB									
0140	25-012	SY	\$58.000	102.000	\$5,916.00	58.000	\$3,364.00	160.000	\$9,280.00
SIDEWALK, PCC, 4".									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0150	25-013	SY	\$79.000	116.000	\$9,164.00	-9.560	-\$755.24	106.440	\$8,408.76
SIDEWALK, PCC, 6".									
0160	25-014	SF	\$53.000	176.000	\$9,328.00	-8.000	-\$424.00	168.000	\$8,904.00
DETECTABLE WARNING									
0170	25-015	SY	\$100.000	1,823.000	\$182,300.00	311.000	\$31,100.00	2,134.000	\$213,400.00
FULL DEPTH PATCHES									
0260	25-022	LS	\$4,800.000	1.000	\$4,800.00	0.000	-\$4,800.00	1.000	\$0.00
CONSTRUCTION SURVEY									
13 items			Totals		\$497,276.00		\$3,307.29		\$500,583.29

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Nolan Daft	Date
Contractor, Des Moines Asphalt & Paving	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 14, 2025

RE: Resolution Approving Change Order #1 - Caliber Concrete LLC - 2025
NW 138th Street HMA Overlay - \$10,879.00

SYNOPSIS:

Staff is recommending approval of Change Order #1 in the amount of \$10,879 to Caliber Concrete LLC for work performed on the above referenced project.

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

1. The pavement marking quantities included in this project are relatively small, which tends to result in higher unit costs due to inefficiencies in mobilization and setup. These elevated unit rates are consistent with those observed on other projects with limited quantities, such as the Lake Pointe Drive Reconstruction, and differ from more cost-effective rates seen on projects with larger volumes of striping, such as NW 114th Street Reconstruction. The Engineering Department considered alternatives to reduce costs, including incorporating the pavement markings into the City's annual striping program or completing the work in-house. However, after further discussions with Operations staff and evaluating the current project schedule, it was determined that having the general contractor complete the pavement markings was the most practical and timely approach.

A breakdown of the contract status is as follows:

Original Contract Amount - \$770,789.72

Change Order #1 - \$10,879.00

Revised Contract Amount - \$781,668.72

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. Resolution - Change Order #1
2. Change Order #1
3. IPS Quote

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR CALIBER CONCRETE LLC
2025 NW 138TH STREET HMA OVERLAY

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Caliber Concrete LLC in regard to the 2025 NW 138th Street HMA Overlay (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 1 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. 1 to the contract with Caliber Concrete LLC, 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. 1 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



City of Clive

Change Order Details

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Change Order	1
Status	Pending
Date Created	08/01/2025
Type	Changed Conditions
Summary	Painted Lines
Change Order Description	Epoxy traffic lines with grooves
Awarded Project Amount	\$770,789.72
Authorized Project Amount	\$770,789.72
Change Order Amount	\$10,879.00
Revised Project Amount	\$781,668.72

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0270	25-081	STA	4.800	\$1,133.230	\$5,439.50
Painted Pavement Markings, Durable					
Reason: Includes Traffic Control					
0280	25-086	STA	4.800	\$1,133.230	\$5,439.50
Grooves Cut for Pavement Markings					
Reason: Includes Traffic Control					
2 items					Total: \$10,879.00

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Caliber Concrete, LLC	Date



1110 W. 6TH AVENUE (HWY. 210 W) | P.O. BOX 654 | SLATER, IOWA 50244-0654
 TELEPHONE: (515) 685-3536 FAX: (515) 685-3530

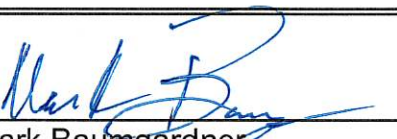
Project : NW 138th Street Overlay
 City: Clive, Iowa
 Bid Date: July 18th, 2025

Bid Item #	Description	Units	Quantity	Per Unit	Total
	Grooves Cut for Pavement Markings	LF	480	\$9.00	\$4,320.00
	Painted Pavement Marking - Epoxy	LF	480	\$9.00	\$4,320.00
	Traffic Control	LS	1	\$1,250.00	\$1,250.00
	Items within a total are tied.			TOTAL	\$9,890.00

Per SUDAS 10% Elected Mark-up \$989.00
 Total \$10,879.00

Conditions or Notes:

This quote will expire 45 days after bid date if not signed or notified.


 Mark Baumgardner
 Cell # 515-210-3537
 mark@iowaplains.com

Acceptance Signature

TRAFFIC CONTROL * TEMPORARY TRAFFIC SIGNALS
 TEMP BARRIER RAIL* PAINT STRIPING * TAPE STRIPING



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 14, 2025

RE: Resolution Approving Change Order #7 - Alliance Construction Group - NW 114th Street Reconstruction - \$12,640.09

SYNOPSIS:

Staff is recommending approval of Change Order #7 in the amount of \$12,640.09 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. Quantity runovers on work associated with pavement.
2. Additional item associated with restoration.

A breakdown of the contract status is as follows:

Previously Amended Contract Amount	- \$1,376,633.00
Change Order #7	- <u>\$12,640.09</u>
Revised Contract Amount	- \$1,389,273.09

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. Resolution - Change Order
2. Change Order #7

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 7
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. 7 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. 7 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. 7 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. 7 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



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	7
Status	Pending
Date Created	08/05/2025
Type	Minor Overrun
Summary	Balancing items and adding lump sum for additional sod
Change Order Description	Balancing items and adding a lump sum price for additional sod.
Awarded Project Amount	\$1,349,523.50
Authorized Project Amount	\$1,376,633.00
Change Order Amount	\$12,640.09
Revised Project Amount	\$1,389,273.09

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0050	24-005	SY	\$12.500	5,912.000	\$73,900.00	40.600	\$507.50	5,952.600	\$74,407.50
SUBBASE, MODIFIED, 6"									
0310	24-031	SY	\$68.500	5,362.000	\$367,297.00	10.950	\$750.08	5,372.950	\$368,047.08
PCC PAVEMENT, 8", C-SUD									
0330	24-033	SY	\$7.000	855.000	\$5,985.00	89.160	\$624.12	944.160	\$6,609.12
DRIVEWAY REMOVAL, PCC									
0340	24-034	SY	\$47.000	915.000	\$43,005.00	6.000	\$282.00	921.000	\$43,287.00
SIDEWALK, PCC, 4"									
0350	24-035	SY	\$59.000	154.000	\$9,086.00	7.730	\$456.07	161.730	\$9,542.07
SIDEWALK, PCC, 6"									
0370	24-037	SY	\$77.000	742.000	\$57,134.00	99.160	\$7,635.32	841.160	\$64,769.32
DRIVEWAY, PAVED, PCC, 7"									
0550	24-055	EA	\$50.000	13.000	\$650.00	1.000	\$50.00	14.000	\$700.00
INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL									
7 items	Totals			\$557,057.00		\$10,305.09		\$567,362.09	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0670	25-147	LS	1.000	\$2,335.000	\$2,335.00
Removal, grading, and sodding					
1 item					Total: \$2,335.00

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: Alyssa Welling, Administrative Assistant

DATE: August 14, 2025

RE: Approve Pay Request #1 - Hansen Company - Linnan Park Construction Project - \$19,997.50

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **\$717,571.00**

Pay Request #1: **\$19,997.50**

Total Requested to Date: **\$19,997.50**

Remaining contract amount: **\$697,573.50**

Attachments:

1. Pay app #1 Hansen



The Hansen Company, Inc.
5665 Greendale Road, Suite A
Johnston, Iowa 50131
Phone (515) 270-1117
Fax (515) 270-3829
www.hansencompany.com

INVOICE

City of Clive
1900 NW 114th St.
Clive, IA 50325

Invoice: 24-936-0725
Date: 7/31/2025
Job #: 24-936
Project: Linnan Park
8500 Alice Ave. Clive, IA

Vendor: City of Clive

PAY APPLICATION #1
LESS 5% RETENTION

\$ 21,050.00
\$ (1,052.50)

AMOUNT DUE \$ 19,997.50

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

ONE PAGES

TO OWNER City of Clive
1900 NW 114th St
Clive, IA 50325

PROJECT: Linnan Park
8500 Alice Ave.
Clive, IA 50325

APPLICATION NO: 1

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO: 7/31/2025

FROM CONTRACTOR: Hansen Company
5665 Greendale Rd.
Johnston, IA 50131

VIA ARCHITECT: SmithGroup
44 East Mifflin Street
Suite 500
Madison, WI 53703

PROJECT NOS:

CONTRACT FOR: Linnan Park

CONTRACT DATE 4/23/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	717,571.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	717,571.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	21,050.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	1,052.50
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,052.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	19,997.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	19,997.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	697,573.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Hansen Company, Inc.

By: Heidi Warren Date: 7/30/25

State of: Iowa County of: Polk
Subscribed and sworn to before me this 30 day of July
Notary Public: Heidi Warren
My Commission expires: 3.19.28



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Architect certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated,
the quality of the Work is in accordance with the Contract Documents, and the Contractor
is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 7/31/2025

PERIOD TO: 7/31/2025

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Project Manager / Engineer	\$90,069.00		\$650.00		\$650.00	0.72%	\$89,419.00	\$32.50
2	Superintendent	\$186,899.00		\$800.00		\$800.00	0.43%	\$186,099.00	\$40.00
3	Project Coordinator	\$26,000.00		\$200.00		\$200.00	0.77%	\$25,800.00	\$10.00
4	Pre-Construction Manager	\$5,000.00						\$5,000.00	
5	Truck / Mileage	\$22,200.00		\$650.00		\$650.00	2.93%	\$21,550.00	\$32.50
6	Project Management Software	\$3,600.00		\$150.00		\$150.00	4.17%	\$3,450.00	\$7.50
7	Safety Expenses	\$9,000.00		\$250.00		\$250.00	2.78%	\$8,750.00	\$12.50
8	Temp Phones / Internet / Toilets	\$7,200.00		\$500.00		\$500.00	6.94%	\$6,700.00	\$25.00
9	Office Trailer	\$18,000.00		\$1,300.00		\$1,300.00	7.22%	\$16,700.00	\$65.00
10	Tools & Equipment	\$54,000.00		\$750.00		\$750.00	1.39%	\$53,250.00	\$37.50
11	Project Signage	\$2,000.00						\$2,000.00	
12	Dumpsters	\$35,000.00		\$450.00		\$450.00	1.29%	\$34,550.00	\$22.50
13	General Labor / Cleaning	\$31,000.00						\$31,000.00	
14	Layout / Staking	\$35,000.00		\$1,000.00		\$1,000.00	2.86%	\$34,000.00	\$50.00
15	Bid Document Pricing	\$2,979.00						\$2,979.00	
16	Temp. Fencing	\$29,250.00		\$10,800.00		\$10,800.00	36.92%	\$18,450.00	\$540.00
17	SWPPP	\$32,650.00		\$1,500.00		\$1,500.00	4.59%	\$31,150.00	\$75.00
18	General Liability Insurance	\$5,958.00		\$550.00		\$550.00	9.23%	\$5,408.00	\$27.50
19	Fee	\$121,766.00		\$1,500.00		\$1,500.00	1.23%	\$120,266.00	\$75.00
20									
21									
22									
23									
24									
25									
	PAGE 1 TOTALS	\$717,571.00	\$0.00	\$21,050.00	\$0.00	\$21,050.00	2.93%	\$696,521.00	\$1,052.50

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: August 14, 2025

RE: Approve Pay Request #1 - On Track Construction, LLC - Linnan Park Construction Project - \$72,362.00

SYNOPSIS:

Staff recommends approval of Pay Request #1 to On Track Construction, LLC for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **\$1,193,000.00**

Pay Request #1: **\$72,362.00**

Total Requested to Date: **\$72,362.00**

Remaining contract amount: **\$1,120,638.00**

Attachments:

1. Pay app #1 On Track

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

To:City of Clive
1900 NW 114th St.
Clive, IA 50325

Project:Clive Linnan Park

APPLICATION NO:1
APPLICATION DATE:30-Jul-25

PERIOD TO:30-Jul-25

Contractor PO#2521CL - 1

CONTRACT DATE:22-May-25

Distribution to:

OWNER

ARCHITECT

x

CONTRACTOR

FROM CONTRACTOR:
On Track Construction LLC
1435 W F Ave
Nevada, Iowa 50201

CONTRACT FOR:JOB# 2521CL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$1,193,000.00

2. Net change by Change Orders

\$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$1,193,000.00

4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703)

\$74,600.00

5. RETAINAGE:

a. 3 % of Completed Work
(Column D + E on G703)

\$2,238.00

b. % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

\$2,238.00

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)

\$72,362.00

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

\$0.00

8. CURRENT PAYMENT DUE

\$72,362.00

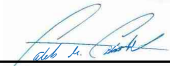
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$1,120,638.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By:Date:7/25/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By:Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Clive Linnan Park

JOB# 2521CL

APPLICATION DATE:

7/30/2025

APPLICATION #

1

B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 100,000.00		\$10,000.00		\$10,000.00	10.00%	\$90,000.00	\$300.00
Clearing & Grubbing	\$ 35,000.00		\$35,000.00		\$35,000.00	100.00%	\$0.00	\$1,050.00
Removals- Pavement Removal	\$ 49,626.00		\$24,600.00		\$24,600.00	49.57%	\$25,026.00	\$738.00
Earthwork - Construction Entrance, 6" Depth	\$ 5,000.00		\$5,000.00		\$5,000.00	100.00%	\$0.00	\$150.00
Eartwork - Strip to Stockpile	\$ 29,142.00				\$0.00	0.00%	\$29,142.00	\$0.00
Earthwork - Excavation Cut to Fill	\$ 27,756.00				\$0.00	0.00%	\$27,756.00	\$0.00
Earthwork - Excavation Cut to Export	\$ 13,216.00				\$0.00	0.00%	\$13,216.00	\$0.00
Earthwork- Subgrade Prep- 5% Cement Stabilized	\$ 107,300.00				\$0.00	0.00%	\$107,300.00	\$0.00
Earthwork - Backfill & Respread	\$ 39,405.00				\$0.00	0.00%	\$39,405.00	\$0.00
Earthwork - Bio Rentention	\$ 49,005.00				\$0.00	0.00%	\$49,005.00	\$0.00
Removals - Utilities	\$ 46,850.00				\$0.00	0.00%	\$46,850.00	\$0.00
Utilites - Watermain	\$ 43,100.00				\$0.00	0.00%	\$43,100.00	\$0.00
Utilites - Sanitary Sewer	\$ 67,800.00				\$0.00	0.00%	\$67,800.00	\$0.00
Utilites - Storm Piping	\$ 141,200.00				\$0.00	0.00%	\$141,200.00	\$0.00
Utilites - Storm Structures	\$ 130,600.00				\$0.00	0.00%	\$130,600.00	\$0.00
Utilities - Subdrain Piping	\$ 105,500.00				\$0.00	0.00%	\$105,500.00	\$0.00
Utilites - Underground Detention System	\$ 195,000.00				\$0.00	0.00%	\$195,000.00	\$0.00
Traffic Control	\$ 7,500.00				\$0.00	0.00%	\$7,500.00	\$0.00
TOTAL	\$1,193,000.00	\$0.00	\$74,600.00	\$0.00	\$74,600.00	6.25%	\$1,118,400.00	\$2,238.00



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 14, 2025

RE: Approve Pay Request #2 - Absolute Group - Forest Ave Water Main Replacement - \$87,128.21

SYNOPSIS:

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

Pay Estimate #2 - \$87,128.21

A breakdown of the contract status is as follows:

Contract Amount	-	\$388,066.50
Paid to Date	-	<u>\$211,270.75</u>
Contract Remaining	-	\$176,795.75

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

Attachments:

1. Pay Request #2



City of Clive

Payment Invoice

Forest Ave Water Main Replacement

Description	Replacement of water main
Payment Number	2
Pay Period	06/29/2025 to 08/02/2025
Approval Date	08/14/2025
Prime Contractor	Absolute Group 1800 Burr Oak Blvd Granger, IA 50109
Payment Status	Pending
Awarded Project Amount	\$388,066.50
Authorized Amount	\$388,066.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0030	25-004	CY	60.000	\$26.000	\$1,560.00
Excavation, Class 10					
0040	25-013	LS	1.000	\$3,275.000	\$3,275.00
Compaction Testing					
0050	25-128	LF	8.000	\$170.500	\$1,364.00
WATER MAIN, TRENCHED, PVC, 6"					
0060	25-129	LF	9.000	\$65.500	\$589.50
WATER MAIN, TRENCHED, PVC, 8"					
0070	25-142	LB	334.000	\$14.000	\$4,676.00
FITTING, DUCTILE IRON, MECHANICAL JOINT					
0080	25-130	EA	18.000	\$2,175.000	\$39,150.00
Project Total: \$89,822.90					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
WATER SERVICE STUB					
0090	25-131	LF	644.000	\$20.500	\$13,202.00
WATER SERVICE PIPE, COPPER, 1"					
0120	25-049	EA	2.000	\$2,650.000	\$5,300.00
FIRE HYDRANT ASSEMBLY REMOVAL					
0130	25-051	EACH	2.000	\$325.000	\$650.00
Valve Box Removal					
0150	25-134	SY	75.800	\$39.000	\$2,956.20
DRIVEWAY REMOVAL, PCC					
0160	25-069	SY	37.450	\$16.000	\$599.20
REMOVAL OF SIDEWALK					
0180	25-135	SY	29.000	\$57.000	\$1,653.00
SIDEWALK, PCC, 4"					
0210	25-076	SY	86.000	\$18.000	\$1,548.00
DRIVEWAY, GRANULAR					
0320	25-119	LS	0.500	\$23,000.000	\$11,500.00
Mobilization					
0330	25-120	LS	0.250	\$3,500.000	\$875.00
MAINTENANCE OF POSTAL SERVICE					
0340	25-122	LS	1.000	\$475.000	\$475.00
CONCRETE WASHOUT					
0350	25-146	EA	1.000	\$450.000	\$450.00
MAILBOXES, REMOVE AND REPLACE					
				Section Total: \$89,822.90	
				Project Total: \$89,822.90	

Summary

Current Approved Work:	\$89,822.90
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$2,694.69
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$87,128.21
Previous Payment:	\$124,142.54

Approved Work To Date:	\$217,804.90
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$6,534.15
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$211,270.75
Previous Payments To Date:	\$124,142.54

Mayor, City of Clive	Date
----------------------	------

Project Engineer, Jonathan Cygan	Date
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Field Engineer, Kaleb Randel	Date
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Contractor, Absolute Group	Date
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Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 14, 2025

RE: Approve Pay Request #2 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$73,667.55

SYNOPSIS:

Staff is recommending approval of a Pay Request to Iowa Signal, Inc. for work performed on the above referenced project.

Pay Estimate #2 - \$73,667.55

A breakdown of the contract status is as follows:

Contract Amount	-	\$257,906.90
Paid to Date	-	<u>\$131,396.28</u>
Contract Remaining	-	\$126,510.62

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

Attachments:

1. Pay Request #2



City of Clive

Payment Invoice

Douglas and Berkshire Parkway Traffic Signals

Description New Traffic signals

Payment Number 2

Pay Period 06/29/2025 to 08/02/2025

Approval Date 08/14/2025

Prime Contractor Iowa Signal, Inc.
3711 SE Capitol Cir.
Grimes, IA 50111

Payment Status Pending

Awarded Project Amount \$235,174.00

Authorized Amount \$257,906.90

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	25-001	CY	35.000	\$30.000	\$1,050.00
Excavation, Class 10					
0030	25-003	SY	50.000	\$26.000	\$1,300.00
Subbase, Modified, 6"					
0050	25-005	SY	144.000	\$98.500	\$14,184.00
Pavement, PCC, 9 in					
0060	25-006	SY	236.700	\$15.000	\$3,550.50
Removal of Sidewalk					
0070	25-007	SY	190.000	\$63.500	\$12,065.00
Sidewalk, PCC, 6 in.					
0080	25-008	SF	100.500	\$55.000	\$5,527.50
Project Total:					\$75,945.93

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Detectable Warning					
0090	25-009	SY	97.900	\$22.000	\$2,153.80
Pavement Removals					
0100	25-010	LS	0.200	\$149,075.650	\$29,815.13
Traffic Signal					
0160	25-016	LS	0.500	\$5,750.000	\$2,875.00
Temporary Traffic Control					
0200	25-020	LS	0.500	\$6,850.000	\$3,425.00
Mobilization					
Section Total:					\$75,945.93
Project Total:					\$75,945.93

Summary

Current Approved Work:	\$75,945.93	Approved Work To Date:	\$135,460.08
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$2,278.38	Retainage To Date:	\$4,063.80
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:	\$73,667.55	Payments To Date:	\$131,396.28
Previous Payment:	\$57,728.73	Previous Payments To Date:	\$57,728.73

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Tony Clemenson	Date
Contractor, Iowa Signal	Date



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 14, 2025

RE: Approve Pay Request #3 - Hickman Road and NW 108th Street Traffic Signal Warrant Study - Snyder & Associates - \$1,703.00

SYNOPSIS:

On March 9, 2023 the City Council approved a Professional Services Agreement with Snyder and Associates for services to complete the Hickman Road and NW 108th Street Traffic Signal Warrant Study (Study). The Iowa DOT (DOT) is in the process of designing the I35/80 and US 6 (Hickman Road) Interchange Improvements Project (Project) that includes temporary signals at the Hickman Road and NW 108th Street intersection. The study is needed to determine if the warrants are met for permanent signalization of the intersection. The Consultant has commenced work and has submitted a request for pay. Staff recommends approval of Pay Request #3, in the amount of \$1,703.00, to Snyder & Associates, Inc. for professional services completed on the Hickman Road and NW 108th Street Traffic Signal Warrant Study.

Pay Request

Approved Agreement Amount	\$ 12,000.00
Pay Request #1 (7/13/23)	\$ 5,925.44
Pay Request #2 (3/14/24)	\$ 3,180.00
Pay Request #2 (3/14/24)	\$ 1,703.00
Total Requested to date	\$ 10,808.44
Amount paid previously	\$ 9,105.44
Amount due this pay request	\$ 3,030.88
Amount remaining on Agreement	\$ 1,191.56

Total amount due this pay request \$ 1,703.00

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. 08-14-25 - Pay Request #3 - Snyder & Associates - Hickman & NW 108th Traffic Signal Warrant Study - \$1,703.00



INVOICE FOR PROFESSIONAL SERVICES

April 30, 2025

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

Invoice No: 123.0495.01 - 3

Email jmay@cityofclive.com

Project 123.0495.01 US 6/Hickman Road & NW 108th St. Traffic Signal Warrant Study

Professional Services through March 31, 2025

Warrant Study

	Hours	Rate	Amount	
Sr. Engineer	2.50	210.00	525.00	
Engineer VIII	5.00	192.00	960.00	
Engineer I	2.00	109.00	218.00	
Total Services	9.50		1,703.00	
Total Services				1,703.00

Billing Limits	Current	Prior	To-Date	
Total Billings	1,703.00	9,105.44	10,808.44	
Limit			12,000.00	
Remaining			1,191.56	
Task Subtotal				\$1,703.00

Amount Due this Invoice \$1,703.00

	Total	Prior	Current	Received	A/R Balance
Billings to Date	10,808.44	9,105.44	1,703.00	9,105.44	1,703.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

PROGRESS REPORT # 3

Date: 4/29/2025

<i>To:</i>	Jeff May	<i>Project Name:</i>	US 6/Hickman Rd & NW 108th St Traffic Signal Warrant
<i>From:</i>	Todd Knox, PE, PTOE	<i>Billing Code #:</i>	
<i>S&A Project #:</i>	123.0495.01	<i>Vender #:</i>	
<i>Period:</i>	2/1/24 - 3/31/25		

Dear Jeff:

Enclosed is the third and final invoice and Progress Report for the US 6/Hickman Rd & NW 108th Traffic Signal Warrant Review project. Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:
Work During this Period Included:

1. Finalized tech memo based on comments received and direction of improvements

Projected Work by Snyder & Associates for Next Period:

1. None, project is complete

Projected Work by City Staff for Next Period:

1. None at this time.

SCHEDULE:

<i>Task on Project</i>	<i>Target</i>	<i>Complete</i>
Preliminary Warrant Review	May 19, 2023	May 18, 2023
Finalize Warrant Review	July 31, 2023	March 18, 2025

BUDGET AND COMPLETION STATUS:

<i>Task on Project</i>	<i>Total Authorized</i>	<i>% Complete</i>	<i>Fee Invoiced</i>	<i>% Fee</i>
Warrant Review	\$12,000.00	100%	\$10,808.44	90.07%
Total Project Budget:	\$12,000.00	100%	\$10,808.44	90.07%
Remaining Project Budget:	\$1,191.56			

SPECIAL CONSIDERATIONS:

None, project is considered completed.

If you have any questions or comments regarding this invoice, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Todd Knox, PE, PTOE
Project Manager

Enclosure



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: August 14, 2025

RE: Approve Pay Request #4 - Country Landscapes - Greenbelt Landing Construction Project - \$78,125.96

SYNOPSIS:

Staff recommends approval of Pay Request #4 to Country Landscapes for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$925,000.00**

Pay Request #4: **\$78,125.96**

Total Requested to Date: **\$231,078.89**

Remaining contract amount: **\$693,921.11**

Attachments:

1. Country Landscapes Pay App 04 - July

TO CONTRACTOR:

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

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 07/01/25 - 07/31/25

PROJECT NO: 23046

CONTRACT NO: SC-006 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 08/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Country Landscapes, Inc.
3801 East Lincoln Way
Ames, Iowa 50010

SUBCONTRACT FOR: Country Landscapes - BP #32.1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$925,000.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$925,000.00
4.	Total completed and stored to date (Column G on detail sheet)		\$243,240.94
5.	Retainage:		
	a. 5.00% of completed work	\$6,124.92	
	b. 5.00% of stored material	\$6,037.13	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$12,162.05
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$231,078.89
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$152,952.93
8.	Current payment due:		\$78,125.96
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$693,921.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

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

SUBCONTRACTOR: Country Landscapes, Inc.

By: Date:

State of:

County of:

Subscribed and sworn to before
me this day of

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I have reviewed this document
Date: 2025.08.05 11:24:09-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4
APPLICATION DATE: 07/28/2025
PERIOD: 07/01/25 - 07/31/25

Contract Lines										
A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping	\$76,894.22	\$870.51	\$0.00	\$0.00	\$870.51	1.13%	\$76,023.71	\$43.53
2	32-329000.000.Subcontract BP #32.1 - Landscaping	Sodding/Seeding	\$110,837.64	\$10,462.48	\$0.00	\$0.00	\$10,462.48	9.44%	\$100,375.16	\$523.12
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	\$67,775.00	\$15,305.00	\$4,744.25	\$0.00	\$20,049.25	29.58%	\$47,725.75	\$1,002.46
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	\$150,159.52	\$0.00	\$0.00	\$97,548.22	\$97,548.22	64.96%	\$52,611.30	\$4,877.41
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	\$169,359.98	\$0.00	\$77,493.60	\$14,100.00	\$91,593.60	54.08%	\$77,766.38	\$4,579.68
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	\$208,101.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$208,101.24	\$0.00
7	32-329000.000.Subcontract BP #32.1 - Landscaping	Accent Planting Soils	\$91,872.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$91,872.40	\$0.00
8	32-329000.000.Subcontract BP #32.1 - Landscaping	Project Management	\$50,000.00	\$13,622.50	\$0.00	\$9,094.38	\$22,716.88	45.43%	\$27,283.12	\$1,135.85
TOTALS:			\$925,000.00	\$40,260.49	\$82,237.85	\$120,742.60	\$243,240.94	26.30%	\$681,759.06	\$12,162.05
Grand Totals										
A		B	C	D	E	F	G		H	I
ITEM NO.		DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:			\$925,000.00	\$40,260.49	\$82,237.85	\$120,742.60	\$243,240.94	26.30%	\$681,759.06	\$12,162.05

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Story)

Project Name: Clive Greenbelt Landing

WHEREAS, the undersigned has contracted with City of Clive having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises): 1801 NW 114th St., Clive, IA 50325.

The undersigned, for and in consideration of the sum of \$78,125.96 Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Des Moines, IA**, on the 4th day of August, **20 25**.

Country Landscapes, Inc.

3801 East Lincoln Way

Ames, IA 50010

By:

Sherry McCoy



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 14, 2025

RE: Approve Pay Request #4 - Caliber Concrete LLC - 2025 NW 138th St
HMA Overlay - \$273,748.51

SYNOPSIS:

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

Pay Estimate #4 - \$273,748.51

A breakdown of the contract status is as follows:

Contract Amount	- \$770,789.72
Paid to Date	- <u>\$663,195.85</u>
Contract Remaining	- \$107,593.87

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Payment Number	4
Pay Period	06/01/2025 to 08/02/2025
Approval Date	08/14/2025
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Payment Status	Pending
Awarded Project Amount	\$770,789.72
Authorized Amount	\$770,789.72

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	2554-0212020	EACH	5.000	\$110.000	\$550.00
VALVE BOX EXTENSION					
0040	25-004	EACH	10.000	\$440.000	\$4,400.00
CASTING EXTENSION RING					
0050	2435-0600010	EACH	11.000	\$3,200.000	\$35,200.00
MANHOLE ADJUSTMENT, MINOR					
0070	2512-1725306	LF	90.000	\$65.120	\$5,860.80
CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.					
0080	25-006	Mile	0.630	\$990.000	\$623.70
CLEANING AND PREPERATION OF BASE					
0090	25-007	Ton	422.120	\$158.400	\$66,863.81
Project Total:					\$288,156.33

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
HMA PAVEMENT, INTERLAYER					
0100	25-008	Ton	1,091.180	\$104.500	\$114,028.31
HMA PAVEMENT, ST SURFACE, 1/2", NO FRICTION					
0120	25-010	SY	176.000	\$9.000	\$1,584.00
REMOVAL OF SIDEWALK					
0130	25-011	LF	229.500	\$6.000	\$1,377.00
REMOVAL OF CURB					
0140	25-012	SY	102.670	\$64.740	\$6,646.86
SIDEWALK, PCC, 4".					
0150	25-013	SY	73.330	\$76.610	\$5,617.81
SIDEWALK, PCC, 6".					
0160	25-014	SF	130.000	\$50.000	\$6,500.00
DETECTABLE WARNING					
0190	25-026	SY	4,467.000	\$4.120	\$18,404.04
MILLING, VARIABLE DEPTH (PAVEMENT SCARIFICATION)					
0250	25-022	LS	0.500	\$3,000.000	\$1,500.00
CONSTRUCTION SURVEY					
0260	25-023	LS	0.500	\$38,000.000	\$19,000.00
MOBILIZATION					
				Section Total: \$288,156.33	
				Project Total: \$288,156.33	

Summary

Current Approved Work:	\$288,156.33	Approved Work To Date:	\$698,100.90
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$14,407.82	Retainage To Date:	\$34,905.05
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:	\$273,748.51	Payments To Date:	\$663,195.85
Previous Payment:	\$215,094.93	Previous Payments To Date:	\$389,447.34

Mayor, City of Clive	Date
----------------------	------

Project Engineer, Jonathan Cygan	Date
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Field Engineer, Kaleb Randel	Date
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Contractor, Caliber Concrete, LLC	Date
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Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 14, 2025

RE: Approve Pay Request #5 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$303,615.29

SYNOPSIS:

Staff is recommending approval of a Pay Request to Concrete Technologies, Inc. for work performed on the above referenced project.

Pay Estimate #5 - \$303,615.29

A breakdown of the contract status is as follows:

Contract Amount	-	\$4,403,044.31
Paid to Date	-	<u>\$1,100,367.25</u>
Contract Remaining	-	\$3,302,677.06

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

Attachments:

1. Pay Request #5



City of Clive

Payment Invoice

Alice's road Improvements, Phase 1A

Description	Alice's Road Reconstruction Between Horizon Dr. to Dellwood Dr.
Payment Number	5
Pay Period	06/29/2025 to 08/02/2025
Approval Date	08/14/2025
Prime Contractor	CTI-01 1001 SE 37th St. Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$4,294,120.31
Authorized Amount	\$4,403,044.31

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0140	25-014	LS	0.400	\$8,080.000	\$3,232.00
Trench Compaction Testing					
0390	25-039	LF	1,935.000	\$62.600	\$121,131.00
Watermain, Trenched, PVC, 12"					
0400	25-040	LB	898.000	\$9.550	\$8,575.90
Fitting					
0430	25-043	EACH	8.000	\$4,040.000	\$32,320.00
Valve, Gate, 12"					
0440	25-044	EACH	5.000	\$6,365.000	\$31,825.00
Fire Hydrant Assembly					
0450	25-045	EACH	5.000	\$6,565.000	\$32,825.00
Project Total:					\$319,595.05

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Alternate Fire Hydrant Assembly					
0760	25-077	TON	30.000	\$12.100	\$363.00
Temporary Granular Surfacing					
0880	25-088	LS	0.070	\$19,500.000	\$1,365.00
TEMPORARY TRAFFIC CONTROL					
1000	25-100	LS	0.070	\$4,545.000	\$318.15
SWPPP-Management					
1010	25-101	LF	200.000	\$1.500	\$300.00
Filter sock, 9"					
1090	25-109	ACRE	1.000	\$1,825.000	\$1,825.00
Erosion Control Mulching, Hydromulching					
1180	25-118	LS	0.100	\$26,775.000	\$2,677.50
Construction Survey					
1200	25-120	LS	0.100	\$3,795.000	\$379.50
MAINTENANCE OF POSTAL SERVICE					
1210	25-121	LS	0.100	\$4,860.000	\$486.00
Maintenance of Solid Waste Collection					
1250	25-0395	LF	440.000	\$186.300	\$81,972.00
Trenchless 12" C900 Certa-lok					
				Section Total: \$319,595.05	
				Project Total: \$319,595.05	

Summary

Current Approved Work:	\$319,595.05	Approved Work To Date:	\$1,158,281.32
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$15,979.76	Retainage To Date:	\$57,914.07
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:	\$303,615.29	Payments To Date:	\$1,100,367.25
Previous Payment:	\$228,233.73	Previous Payments To Date:	\$796,751.96

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Tony Clemenson

Date

Contractor, Concrete Technologies Inc.

Date



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 14, 2025

RE: Approve Pay Request #5 - Elite Fire Sprinkler - City Hall-Library
Renovation Phase 1 Project - \$2,954.50

SYNOPSIS:

Staff is recommending approval of pay request #5 to Elite Fire Sprinkler Systems for construction completed on phase 1 of the City Hall & Library Renovation Project. Elite Fire is responsible for Prime Contract #6 – Fire Sprinkler. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #6 – Fire Sprinkler

Contract Amount	\$	31,390.00	Contract Approved 12/12/24
Change Order #1	\$	2,310.00	Approved by CM 7/23/25
Revised Contract Amount	\$	33,700.00	

Pay Request #1	\$	9,004.10	Approved 2/14/25
Pay Request #2	\$	16,256.40	Approved 3/13/25
Pay Request #3	\$	2,280.00	Approved 4/10/25
Pay Request #4	\$	1,520.00	Approved 6/12/25
Pay Request #5	\$	2,954.50	
Balance Remaining	\$	1,685.00	

5% Retainage Held	\$	1,685.00
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Total – Pay Request #5 **\$** **2,954.50**

Acct # 350-5750-6799

Attachments:

1. Elite Fire Sprinkler Pay App 5

TO CONTRACTOR:

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

PROJECT:

Clive City Hall Renovation
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 5

INVOICE NO: 5

PERIOD: 07/01/25 - 07/31/25

PROJECT NO: 23048

CONTRACT NO: SC-006 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 08/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Elite Fire Sprinkler Systems, Inc
1525 Ketelsen Dr Suite 100
Hiawatha, Iowa 52233

SUBCONTRACT FOR: BP #6 Fire Sprinkler

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$31,390.00
2.	Net change by change orders		\$2,310.00
3.	Contract Sum to date (Line 1 ± 2)		\$33,700.00
4.	Total completed and stored to date (Column G on detail sheet)		\$33,700.00
5.	Retainage:		
	a. 5.00% of completed work	\$1,685.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$1,685.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$32,015.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$29,060.50
8.	Current payment due:		\$2,954.50
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$1,685.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$2,310.00	\$0.00
Totals:	\$2,310.00	\$0.00
Net change by change orders:	\$2,310.00	

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

SUBCONTRACTOR: Elite Fire Sprinkler Systems, Inc

By: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

New Workflow Started

8/1/2025 at 3:27 PM CDT

Workflow:

Commitment Invoicing w/Secondary Review

PM Review

8/4/2025 at 10:19 AM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

PM

Drew Johnson:

Secondary Review

Secondary Review

8/4/2025 at 2:48 PM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

Designer

Thomas Thatcher: Approve

Approved

8/4/2025 at 2:48 PM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5
APPLICATION DATE: 07/28/2025
PERIOD: 07/01/25 - 07/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	21-210000.000.Subcontract BP #6 Fire Sprinkler	Engineering	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
2	21-210000.000.Subcontract BP #6 Fire Sprinkler	Material	\$11,390.00	\$11,390.00	\$0.00	\$0.00	\$11,390.00	100.00%	\$0.00	\$569.50
3	21-210000.000.Subcontract BP #6 Fire Sprinkler	Labor	\$16,000.00	\$15,200.00	\$800.00	\$0.00	\$16,000.00	100.00%	\$0.00	\$800.00
TOTALS:			\$31,390.00	\$30,590.00	\$800.00	\$0.00	\$31,390.00	100.00%	\$0.00	\$1,569.50

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4	CCO #001 Elite Fire Sprinkler CO#1								
4.1	PCO #001 CO#1 Elite Fire Sprinkler								
4.1.1	21-210000.000.Subcontract BP #6 Fire Sprinkler	\$2,310.00	\$0.00	\$2,310.00	\$0.00	\$2,310.00	100.00%	\$0.00	\$115.50
TOTALS:		\$2,310.00	\$0.00	\$2,310.00	\$0.00	\$2,310.00	100.00%	\$0.00	\$115.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$33,700.00	\$30,590.00	\$3,110.00	\$0.00	\$33,700.00	100.00%	\$0.00	\$1,685.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Elite Fire Sprinkler Systems
Name of Customer: City of Clive
Job Location: 1900 NW 114 St, Clive, IA 50325
Owner: City of Clive
Through Date: 7/31/2025

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

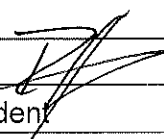
Maker of Check: City of Clive
Amount of Check: \$ 2,954.50
Check Payable To: Elite Fire Sprinkler Systems

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: 7/31/2025
Amount(s) of unpaid progress payment(s): \$ 2,954.50
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: 
Claimant's Title: President
Date of Signature: 07/18/2025

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: DCI Group
220 SE 6th St, Suite 200
Des Moines, IA 50309

PROJECT: Clive City Hall
1900 NW 114 Street
Clive, IA 50325

FROM CONTRACTOR: Elite Fire Sprinkler Systems
1165 Industrial Avenue
Hiawatha, IA 52233

VIA ARCHITECT:
APPLICATION NO.: 5
PERIOD TO: 7/25/2025
PROJECT NOS.:
CONTRACT DATE:

CONTRACT FOR: CD-057

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$31,390.00
2. Net change by Change Orders	\$2,310.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$33,700.00
4. TOTAL COMPLETED & STORED TO DATE	\$33,700.00
5. RETAINAGE:	
10 % of completed work (Columns D & E on Continuation Sheet)	\$1,685.00
10 % of Stored Material (Column F on Continuation Sheet)	\$0.00
Total Retainage (Total in Column I on Continuation Sheet)	\$1,685.00
6. TOTAL EARNED LESS RETAINAGE	\$32,015.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$29,060.50
8. CURRENT PAYMENT DUE	\$2,954.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$1,685.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
7.14.25	CO #2	2,310.00	
TOTALS		2,310.00	-
NET CHANGES by Change Order		\$	2,310.00

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

CONTRACTOR: Elite Fire Sprinkler Systems

By: 

Date: 7/31/25

State of: Iowa
County of: Linn

Subscribed and Sworn to before
me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

CONTINUATION SHEET

JOB NAME:
APPLICATION NUMBER:
APPLICATION DATE:

Clive City Hall
5
7/25/2025

CD-057

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETE THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
01	Engineering	\$4,000.00	\$4,000.00			\$4,000.00	100.00%	\$0.00	\$200.00
02	Material	\$11,390.00	\$11,390.00			\$11,390.00	100.00%	\$0.00	\$569.50
03	Labor	\$16,000.00	\$15,200.00	\$800.00		\$16,000.00	100.00%	\$0.00	\$800.00
04									
05									
06									
07									
08									
09									
10	CO #2								
11	Materials	\$150.00		\$150.00		\$150.00	100.00%	\$0.00	\$7.50
12	Labor	\$2,160.00		\$2,160.00		\$2,160.00	100.00%	\$0.00	\$108.00
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
		\$33,700.00	\$30,590.00	\$3,110.00	\$0.00	\$33,700.00	100.00%	\$0.00	\$1,685.00



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 14, 2025

RE: Approve Pay Request #5 - MidAmerican Glazing - City Hall-Library Renovation Phase 1 Project - \$7,372.00

SYNOPSIS:

Staff is recommending approval of pay request #5 to Mid American Glazing for construction completed on phase 1 of the City Hall & Library Renovation Project. Mid American is responsible for Prime Contract #2 – Aluminum Openings & Glazing. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #2 – Aluminum Openings & Glazing

Contract Amount	\$ 29,100.00	Contract Approved 1/9/25
Change Order #1	\$ 31,001.00	Approved by City Council 3/13/25
Change Order #2	\$ 527.00	Approved by CM 3/21/25
Change Order #3	\$ 595.00	Approved by CM 6/24/25
Revised Contract Amount	\$ 61,223.00	
Pay Request #1	\$ 1,425.00	Approved 2/14/25
Pay Request #2	\$ 570.00	Approved 3/13/25
Pay Request #3	\$ 5,376.05	Approved 6/12/25
Pay Request #4	\$ 43,418.80	Approved 7/24/25
Pay Request #5	\$ 7,372.00	
Balance Remaining	\$ 3,061.15	
5% Retainage Held	\$ 3,061.15	

Total – Pay Request #5 **\$ 7,372.00**

Acct # 350-5750-6799

Attachments:

1. MidAm Glazing Pay App 5

TO CONTRACTOR:

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

PROJECT:

Clive City Hall Renovation
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 5

INVOICE NO: 24180

PERIOD: 07/01/25 - 07/31/25

PROJECT NO: 23048

CONTRACT NO: SC-002 Clive City Hall

CONTRACT DATE:

CERTIFICATE DATE: 08/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Mid American Glazing
3750 W. River Drive
Davenport, Iowa 52804

SUBCONTRACT FOR: BP #2 Glazing & Aluminum Storefront

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$29,100.00
2.	Net change by change orders		\$32,123.00
3.	Contract Sum to date (Line 1 ± 2)		\$61,223.00
4.	Total completed and stored to date (Column G on detail sheet)		\$61,223.00
5.	Retainage:		
	a. 5.00% of completed work	\$2,808.20	
	b. 5.00% of stored material	\$252.95	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$3,061.15
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$58,161.85
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$50,789.85
8.	Current payment due:		\$7,372.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$3,061.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$31,528.00	\$0.00
Total approved this month:	\$595.00	\$0.00
Totals:	\$32,123.00	\$0.00
Net change by change orders:	\$32,123.00	

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

SUBCONTRACTOR: Mid American Glazing

By: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

New Workflow Started

7/25/2025 at 9:03 AM CDT

Workflow:

Commitment Invoicing w/Secondary Review

PM Review

7/31/2025 at 10:12 AM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

PM

Drew Johnson: Secondary Review

Secondary Review

8/1/2025 at 3:30 PM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

Designer

Thomas Thatcher: Approve

Approved

8/1/2025 at 3:30 PM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5

APPLICATION DATE: 07/25/2025

PERIOD: 07/01/25 - 07/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	8-88000.000.Subcontract BP #2 - Glazing	Labor	\$11,400.00	\$10,620.00	\$780.00	\$0.00	\$11,400.00	100.00%	\$0.00	\$570.00
2	8-88000.000.Subcontract BP #2 - Glazing	Materials	\$14,300.00	\$5,283.00	\$3,958.00	\$5,059.00	\$14,300.00	100.00%	\$0.00	\$715.00
3	8-88000.000.Subcontract BP #2 - Glazing	Sublet	\$3,400.00	\$1,500.00	\$1,900.00	\$0.00	\$3,400.00	100.00%	\$0.00	\$170.00
TOTALS:			\$29,100.00	\$17,403.00	\$6,638.00	\$5,059.00	\$29,100.00	100.00%	\$0.00	\$1,455.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4	CCO #001 Mid-American Glazing CO#1								
4.1	PCO #001 Mid-American Glazing CO#1								
4.1.1	8-88000.000.Subcontract BP #2 - Glazing	\$31,001.00	\$31,001.00	\$0.00	\$0.00	\$31,001.00	100.00%	\$0.00	\$1,550.05
5	CCO #002 Mid-American Glazing CO#2								
5.1	PCO #002 CE #010 - RFI #26 FL Doors 255								
5.1.1	8-88000.000.Subcontract BP #2 - Glazing RFI #26	\$527.00	\$0.00	\$527.00	\$0.00	\$527.00	100.00%	\$0.00	\$26.35
6	CCO #003 Mid-American Glazing CO#3								
6.1	PCO #003 PCO #3 - MAGS								
6.1.1	8-88000.000.Subcontract BP #2 - Glazing Conference Room 202 Film Size Increase	\$595.00	\$0.00	\$595.00	\$0.00	\$595.00	100.00%	\$0.00	\$29.75
TOTALS:		\$32,123.00	\$31,001.00	\$1,122.00	\$0.00	\$32,123.00	100.00%	\$0.00	\$1,606.15

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$61,223.00	\$48,404.00	\$7,760.00	\$5,059.00	\$61,223.00	100.00%	\$0.00	\$3,061.15

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 07/25/2025

The undersigned hereby acknowledges receipt of the sum of \$ 7,372.00
from DCI Group or use on Job/Project Clive City Hall & Library Renovation.

CHECK ONLY ONE

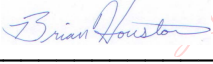
- ☒ as partial payment for labor, skill and material furnished
- ☐ as final payment for labor, skill and material furnished or to be furnished (except the sum of \$ _____ for retainage or holdback)
- ☐ as full and final payment for all labor, skill and material furnished or to be furnished

The undersigned hereby releases and waives any and all lien rights for purchases/labor furnished to said project through the following date: 02/28/2025.

Mid-American Glazing Systems
Company

3750 W River Drive
Address

Davenport, IA 52802
City, State, Zip

By: 
Signature

Digitally signed by Brian Houston
DN: cn=Brian Houston, o=Mid-American
Glazing Systems, ou,
email=accounting@midamglazing.com, c=US
Date: 2025.07.29 11:27:53 -05'00'



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 14, 2025

RE: Approve Pay Request #7 - Calhoun-Burns & Associates - 2025 Bridge Maintenance Repair Program - \$1,099.00

SYNOPSIS:

Staff is recommending approval of a Pay Request to Calhoun-Burns and Associates, Inc. for design services completed on the above referenced project.

Pay Estimate #7 - \$1,099.00

A breakdown of the contract status is as follows:

Contract Amount	-	\$37,825.00
Paid to Date	-	<u>\$36,962.25</u>
Contract Remaining	-	\$ 862.75

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

Attachments:

1. Pay Request #7



CALHOUN-BURNS
&
ASSOCIATES

A Kleinfelder Company

STATEMENT OF PROFESSIONAL SERVICES

City of Clive
Jim Hagelie, P.E.-Engineering Services Admin
2123 NW 111th Street
Clive, IA 50325-3755

July 25, 2025
Invoice No: 1756 - 7

2025 Bridge Maintenance Program
Contract Date 12/12/2024

Professional Services from June 15, 2025 to July 19, 2025

Phase 03 Limited Bid & Construction Phase Svs
Engineering services for

Fee

Total Fee 6,500.00

Percent Complete

90.00 Total Earned 5,850.00
Previous Fee Billing 4,875.00
Current Fee Billing 975.00

Total Fee

975.00

Total this Phase

\$975.00

Phase 04 Admin, Coordination and Submittals
Professional Personnel

Principal I

Hours

Rate

Amount

.50

248.00

124.00

Totals

.50

124.00

Total Labor

124.00

Total this Phase

\$124.00

Total this Invoice

\$1,099.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: August 14, 2025

RE: Approve Pay Request #7 - On Track Construction - Greenbelt Landing Construction Project - \$59,787.26

SYNOPSIS:

Staff recommends approval of Pay Request #7 to On Track Construction for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$1,700,000.00**

Change Order: **\$15,433.96**

Total Change Orders to Date: **\$23,490.31**

Contract + Change Orders: **\$1,723,490.31**

Pay Request #7: **\$59,787.26**

Total Requested to Date: **\$785,047.04**

Remaining contract amount: **\$938,443.27**

Attachments:

1. On Track Pay App 07 - July

TO CONTRACTOR:

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

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 7**INVOICE NO:** 7**PERIOD:** 07/01/25 - 07/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-004 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 07/31/2025**SUBMITTED DATE:** 07/24/2025**FROM SUBCONTRACTOR:**

On Track Construction, LLC
1435 West F Ave
Nevada, Iowa 50201

SUBCONTRACT FOR: On Track - BP #31**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$1,700,000.00
2.	Net change by change orders	\$23,490.31
3.	Contract Sum to date (Line 1 ± 2)	\$1,723,490.31
4.	Total completed and stored to date (Column G on detail sheet)	\$826,365.31
5.	Retainage:	
	a. 5.00% of completed work	\$40,179.77
	b. 5.00% of stored material	\$1,138.50
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$41,318.27
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$785,047.04
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$725,259.78
8.	Current payment due:	\$59,787.26
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$938,443.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$8,056.35	\$0.00
Total approved this month:	\$15,433.96	\$0.00
Totals:	\$23,490.31	\$0.00
Net change by change orders:	\$23,490.31	

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

SUBCONTRACTOR: On Track Construction, LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=dbruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I have reviewed this document
Date: 2025.08.01 09:14:24-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.08.05
15:10:33-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7

APPLICATION DATE: 07/28/2025

PERIOD: 07/01/25 - 07/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Mobilization, Bonds & Insurance	\$110,000.00	\$77,000.00	\$11,000.00	\$0.00	\$88,000.00	80.00%	\$22,000.00	\$4,400.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	\$50,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	50.00%	\$25,000.00	\$1,250.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	\$76,000.00	\$68,400.00	\$0.00	\$0.00	\$68,400.00	90.00%	\$7,600.00	\$3,420.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	\$7,000.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	50.00%	\$3,500.00	\$175.00
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	\$2,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	50.00%	\$1,000.00	\$50.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	\$10,000.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	15.00%	\$8,500.00	\$75.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	\$38,000.00	\$11,400.00	\$3,800.00	\$0.00	\$15,200.00	40.00%	\$22,800.00	\$760.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	\$76,000.00	\$19,000.00	\$3,800.00	\$0.00	\$22,800.00	30.00%	\$53,200.00	\$1,140.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Export	\$88,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$88,000.00	\$0.00
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$23,200.00	\$0.00	\$0.00	\$23,200.00	80.00%	\$5,800.00	\$1,160.00
14	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 6" Subbase for Paving	\$67,000.00	\$46,900.00	\$13,400.00	\$0.00	\$60,300.00	90.00%	\$6,700.00	\$3,015.00
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	\$168,000.00	\$8,400.00	\$0.00	\$0.00	\$8,400.00	5.00%	\$159,600.00	\$420.00
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$64,175.00	\$0.00	\$0.00	\$64,175.00	85.00%	\$11,325.00	\$3,208.75
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$5,400.00	\$0.00	\$0.00	\$5,400.00	15.00%	\$30,600.00	\$270.00
19	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Building Water Service	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
20	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - 18" Sanitary Main Reroute	\$228,500.00	\$205,730.00	\$0.00	\$22,770.00	\$228,500.00	100.00%	\$0.00	\$11,425.00
21	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Sanitary Building Service	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
22	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Piping	\$149,000.00	\$74,500.00	\$0.00	\$0.00	\$74,500.00	50.00%	\$74,500.00	\$3,725.00
23	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Structures	\$103,500.00	\$51,750.00	\$0.00	\$0.00	\$51,750.00	50.00%	\$51,750.00	\$2,587.50
24	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Subdrain Piping	\$74,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00
25	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Traffic Control for 114th Utility Crossing	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Pavement Replacement for Utilities	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
27	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Erosion Control/ Silt Fence	\$55,000.00	\$24,750.00	\$11,000.00	\$0.00	\$35,750.00	65.00%	\$19,250.00	\$1,787.50
28	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - TRM Matting	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
29	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Live Stakes	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,000.00	\$0.00
30	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Temp Seeding & Hydromulch	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
TOTALS:			\$1,700,000.00	\$732,605.00	\$47,500.00	\$22,770.00	\$802,875.00	47.23%	\$897,125.00	\$40,143.75

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	CCO #001 On Track CO #1								
31.1	PCO #001 PCO #1 - On Track								
31.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Storm Structure 13 Temp	\$8,056.35	\$8,056.35	\$0.00	\$0.00	\$8,056.35	100.00%	\$0.00	\$402.82
32	CCO #002 On Track CO #2								
32.1	PCO #002 PCO #2 - On Track								
32.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Retrenching for existing utilities	\$15,433.96	\$0.00	\$15,433.96	\$0.00	\$15,433.96	100.00%	\$0.00	\$771.70
TOTALS:		\$23,490.31	\$8,056.35	\$15,433.96	\$0.00	\$23,490.31	100.00%	\$0.00	\$1,174.52

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,723,490.31	\$740,661.35	\$62,933.96	\$22,770.00	\$826,365.31	47.95%	\$897,125.00	\$41,318.27

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$59,787.26,
hereby waives and releases its lien and right to claim a lien for labor, service, or materials
furnished through July 31, 2025 on the job of City of Clive
to the following described property:

Greenbelt Landing Project

This waiver and release does not cover any retention or labor, services, or materials
Furnished after the date specified.

Dated on July 31, 2025

On Track Construction, LLC
1435 West F Ave
Nevada, IA 50201

By: Tracy L. Rhoads

Sworn to and subscribed before me this 24th day of July, 20 25,

By Tracy L. Rhoads.

Tracy L. Rhoads

Notary Public

Print name: Tracy L. Rhoads



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Greenbelt Landing
City of Clive

APPLICATION NO: 7
APPLICATION DATE: 30-Jul-25

PERIOD TO: 30-Jul-25

Contractor PO# 2426CL

CONTRACT DATE: 12-Sep-24

Distribution to:

☐ OWNER

☐ ARCHITECT

☒ CONTRACTOR

☐

☐

FROM CONTRACTOR:
On Track Construction LLC
1435 W F Ave
Nevada, Iowa 50201

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 1,700,000.00

2. Net change by Change Orders

\$ 23,490.31

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 1,723,490.31

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 826,365.31

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)

\$ 41,318.27

b. % of Stored Material (Column F on G703)

\$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 41,318.27

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 785,047.04

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 725,259.78

8. CURRENT PAYMENT DUE

\$ 59,787.26

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 938,443.27

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

CONTRACTOR:

By:  Date: 7/25/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Clive Greenbelt Landing

JOB# 2426CL

APPLICATION DATE:

7/30/2025

APPLICATION #

7

B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 110,000.00	\$77,000.00	\$11,000.00		\$88,000.00	80.00%	\$22,000.00	\$4,400.00
Clearing & Grubbing	\$ 50,000.00	\$25,000.00			\$25,000.00	50.00%	\$25,000.00	\$1,250.00
Removals - Paving & Sidewalk	\$ 76,000.00	\$68,400.00			\$68,400.00	90.00%	\$7,600.00	\$3,420.00
Removals - Landscaping	\$ 7,000.00		\$3,500.00		\$3,500.00	50.00%	\$3,500.00	\$175.00
Removals - Rip Rap	\$ 2,000.00		\$1,000.00		\$1,000.00	50.00%	\$1,000.00	\$50.00
Removals - Storm Sewer	\$ 10,000.00	\$1,500.00			\$1,500.00	15.00%	\$8,500.00	\$75.00
Removals - Sanitary	\$ 7,500.00	\$7,500.00			\$7,500.00	100.00%	\$0.00	\$375.00
Earthwork - Temp Construction Entrances	\$ 8,000.00	\$8,000.00			\$8,000.00	100.00%	\$0.00	\$400.00
Earthwork - Topsoil Strip & Stockpile	\$ 38,000.00	\$11,400.00	\$3,800.00		\$15,200.00	40.00%	\$22,800.00	\$760.00
Earthwork - Cut & Fill	\$ 76,000.00	\$19,000.00	\$3,800.00		\$22,800.00	30.00%	\$53,200.00	\$1,140.00
Earthwork - Export	\$ 88,000.00				\$0.00	0.00%	\$88,000.00	\$0.00
Earthwork - Bioretention & Pond Shaping	\$ 55,000.00				\$0.00	0.00%	\$55,000.00	\$0.00
Earthwork - Grade for Trails & Paving	\$ 67,000.00	\$46,900.00	\$13,400.00		\$60,300.00	90.00%	\$6,700.00	\$3,015.00
Earthwork - 12" Prep for Paving	\$ 29,000.00	\$23,200.00			\$23,200.00	80.00%	\$5,800.00	\$1,160.00
Earthwork - Erosion Stone & Rip Rap	\$ 168,000.00	\$8,400.00			\$8,400.00	5.00%	\$159,600.00	\$420.00
Earthwork - Vegetated Geogrid w/ Soil	\$ 85,000.00				\$0.00	0.00%	\$85,000.00	\$0.00
Earthwork - Aggregate Paving Base	\$ 75,500.00	\$64,175.00			\$64,175.00	85.00%	\$11,325.00	\$3,208.75
Earthwork - Topsoil Respread & Finish Grading	\$ 36,000.00	\$5,400.00			\$5,400.00	15.00%	\$30,600.00	\$270.00
Utilities - Building Water Service	\$ 10,000.00	\$10,000.00			\$10,000.00	100.00%	\$0.00	\$500.00
Utilities - 18" Sanitary Main Reroute	\$ 228,500.00	\$228,500.00			\$228,500.00	100.00%	\$0.00	\$11,425.00
Utilities - Sanitary Building Service	\$ 8,500.00				\$0.00	0.00%	\$8,500.00	\$0.00
Utilities - Storm Sewer Piping	\$ 149,000.00	\$74,500.00			\$74,500.00	50.00%	\$74,500.00	\$3,725.00
Utilities - Storm Sewer Structures	\$ 103,500.00	\$51,750.00			\$51,750.00	50.00%	\$51,750.00	\$2,587.50
Utilities - Subdrain Piping	\$ 74,500.00				\$0.00	0.00%	\$74,500.00	\$0.00
Utilities - Traffic Control for 114th Utility Crossing	\$ 10,000.00				\$0.00	0.00%	\$10,000.00	\$0.00
Utilities - Pavement Replacement for Utilities	\$ 20,000.00				\$0.00	0.00%	\$20,000.00	\$0.00
Seeding & EC - Erosion Control/ Silt Fence	\$ 55,000.00	\$24,750.00	\$11,000.00		\$35,750.00	65.00%	\$19,250.00	\$1,787.50
Seeding & EC - TRM Matting	\$ 15,000.00				\$0.00	0.00%	\$15,000.00	\$0.00
Seeding & EC - Live Stakes	\$ 33,000.00				\$0.00	0.00%	\$33,000.00	\$0.00
Seeding & EC - Temp Seeding & Hydromulch	\$ 5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
CHANGE ORDERS								
WO #2 - 4/22/25 - Temp Tie-In Structure	\$ 8,056.35	\$8,056.35			\$8,056.35	100.00%	\$0.00	\$402.82
WO #4 - 6/30/25 - Parking Lot Utilities Rework	\$ 15,433.96		\$15,433.96		\$15,433.96	100.00%	\$0.00	\$771.70
TOTAL	\$1,723,490.31	\$763,431.35	\$62,933.96	\$0.00	\$826,365.31	47.95%	\$897,125.00	\$41,318.27



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 14, 2025

RE: Approve Pay Request #7 - Keystone Construction - City Hall-Library Renovation Phase 1 Project - \$114,034.57

SYNOPSIS:

Staff is recommending approval of pay request #7 to Keystone Construction for construction completed on phase 1 of the City Hall & Library Renovation Project. Keystone is responsible for Prime Contracts #1 – General Construction and #7 – Asbestos Remediation and Demolition. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #1 – General Construction and #7 – Asbestos Abatement and Demolition

Contract Amount	\$ 958,900.00	Contract Approved 12/12/24
Change Order #1	\$ 1,166.15	Approved by City Council 3/13/25
Change Order #2	\$ 12,026.98	Approved by CM 4/7/25
Change Order #3	\$ 20,417.43	Approved by CM 5/7/25
Change Order #4	\$ 24,775.82	Approved by CM 6/24/25
Change Order #5	\$ 3,148.04	Approved by CM 7/7/25
Change Order #6	\$ 22,525.96	Approved by CM 7/24/25
Revised Contract Amount	\$1,042,960.38	
Pay Request #1	\$ 54,395.10	Approved 2/14/25
Pay Request #2	\$ 77,778.16	Approved 3/13/25
Pay Request #3	\$ 142,591.91	Approved 4/10/25
Pay Request #4	\$ 190,342.92	Approved 5/22/25
Pay Request #5	\$ 175,460.43	Approved 6/12/25
Pay Request #6	\$ 196,015.88	Approved 7/10/25
Pay Request #7	\$ 114,034.57	
Balance Remaining	\$ 92,341.41	

5% Retainage Held \$ 50,032.63

Total – Pay Request #7 \$ 114,034.57

Acct # 350-5750-6799

Attachments:

1. Keystone Pay App 7

TO CONTRACTOR:

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

PROJECT:

Clive City Hall Renovation
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO:

7

INVOICE NO:

No. 07 - July

PERIOD:

07/01/25 - 07/31/25

PROJECT NO:

23048

CONTRACT NO:

SC-001 Clive City Hall

CONTRACT DATE:

12/12/2024

CERTIFICATE DATE:

08/05/2025

SUBMITTED DATE:

07/28/2025

FROM SUBCONTRACTOR:

Keystone Construction Services LLC
3361 178th Ct
Norwalk, Iowa 50211

SUBCONTRACT FOR:

BP #1 General & BP #7 Demo/Asbestos

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$958,900.00
2.	Net change by change orders	\$84,060.38
3.	Contract Sum to date (Line 1 ± 2)	\$1,042,960.38
4.	Total completed and stored to date (Column G on detail sheet)	\$1,000,651.60
5.	Retainage:	
	a. 5.00% of completed work	\$50,032.63
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$50,032.63
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$950,618.97
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$836,584.40
8.	Current payment due:	\$114,034.57
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$92,341.41

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$58,386.38	\$0.00
Total approved this month:	\$27,444.08	\$(1,770.08)
Totals:	\$85,830.46	\$(1,770.08)
Net change by change orders:	\$84,060.38	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

New Workflow Started

7/28/2025 at 3:56 PM CDT

Workflow:

Commitment Invoicing w/Secondary Review

PM Review

7/31/2025 at 10:14 AM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

PM

>

✓

Drew Johnson:

Secondary Review

Secondary Review

8/4/2025 at 9:07 AM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

Designer

>

✓

Thomas Thatcher: Approve

Approved

8/4/2025 at 9:07 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7

APPLICATION DATE: 07/28/2025

PERIOD: 07/01/25 - 07/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	General Requirements	\$179,307.00	\$155,000.00	\$24,307.00	\$0.00	\$179,307.00	100.00%	\$0.00	\$8,965.35
2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Temp Facilities and Controls	\$4,564.00	\$2,282.00	\$2,282.00	\$0.00	\$4,564.00	100.00%	\$0.00	\$228.20
3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Demolition	\$52,091.00	\$52,091.00	\$0.00	\$0.00	\$52,091.00	100.00%	\$0.00	\$2,604.55
4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Asbestos Abatement	\$19,300.00	\$19,300.00	\$0.00	\$0.00	\$19,300.00	100.00%	\$0.00	\$965.00
5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Cast-In-Place Concrete	\$12,130.00	\$12,130.00	\$0.00	\$0.00	\$12,130.00	100.00%	\$0.00	\$606.50
6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Concrete Finishing	\$1,500.00	\$750.00	\$750.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
7	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Unit Masonry	\$34,800.00	\$34,800.00	\$0.00	\$0.00	\$34,800.00	100.00%	\$0.00	\$1,740.00
8	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Structural Steel Framing	\$20,910.00	\$20,910.00	\$0.00	\$0.00	\$20,910.00	100.00%	\$0.00	\$1,045.50
9	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Rough Carpentry	\$13,210.00	\$13,210.00	\$0.00	\$0.00	\$13,210.00	100.00%	\$0.00	\$660.50
10	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Finish Carpentry	\$25,839.00	\$12,919.50	\$12,919.50	\$0.00	\$25,839.00	100.00%	\$0.00	\$1,291.96
11	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Architectural Wood Casework	\$102,928.00	\$95,288.32	\$7,639.68	\$0.00	\$102,928.00	100.00%	\$0.00	\$5,146.40
12	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Firestopping	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
13	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Joint Sealants	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
14	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Hollow Metal Doors and Frames	\$67,780.00	\$42,880.00	\$0.00	\$0.00	\$42,880.00	63.26%	\$24,900.00	\$2,144.00
15	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Access Doors and Panels	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
16	2-24100.000.Subcontract	Folding Grilles	\$9,580.00	\$0.00	\$9,580.00	\$0.00	\$9,580.00	100.00%	\$0.00	\$479.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #1 & BP#7 - General/Demo									
17	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Gypsum Board Assemblies	\$138,195.00	\$138,195.00	\$0.00	\$0.00	\$138,195.00	100.00%	\$0.00	\$6,909.76
18	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Tiling	\$43,982.00	\$43,982.00	\$0.00	\$0.00	\$43,982.00	100.00%	\$0.00	\$2,199.10
19	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Acoustical Ceilings	\$93,250.00	\$93,250.00	\$0.00	\$0.00	\$93,250.00	100.00%	\$0.00	\$4,662.50
20	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Resilient Flooring	\$47,620.00	\$47,620.00	\$0.00	\$0.00	\$47,620.00	100.00%	\$0.00	\$2,381.00
21	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Moss Walls	\$15,042.00	\$15,042.00	\$0.00	\$0.00	\$15,042.00	100.00%	\$0.00	\$752.11
22	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Painting	\$21,320.00	\$20,254.00	\$1,066.00	\$0.00	\$21,320.00	100.00%	\$0.00	\$1,066.00
23	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Signage	\$2,499.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,499.00	\$0.00
24	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Wall and Door Protection	\$1,825.00	\$1,825.00	\$0.00	\$0.00	\$1,825.00	100.00%	\$0.00	\$91.25
25	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Toilet/Bath/Laundry Accessories	\$10,050.00	\$0.00	\$10,050.00	\$0.00	\$10,050.00	100.00%	\$0.00	\$502.50
26	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Emergency Aid Specialties	\$400.00	\$0.00	\$400.00	\$0.00	\$400.00	100.00%	\$0.00	\$20.00
27	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Fire Protection Specialties	\$580.00	\$0.00	\$580.00	\$0.00	\$580.00	100.00%	\$0.00	\$29.00
28	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Projection Screens	\$8,137.00	\$0.00	\$8,137.00	\$0.00	\$8,137.00	100.00%	\$0.00	\$406.85
29	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Roller Window Shades	\$6,061.00	\$0.00	\$6,061.00	\$0.00	\$6,061.00	100.00%	\$0.00	\$303.05
30	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Exterior Improvements	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
31	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Contingency	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
32	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Touchup Painting Allowance	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
TOTALS:			\$958,900.00	\$822,228.82	\$109,272.18	\$0.00	\$931,501.00	97.14%	\$27,399.00	\$46,575.08

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
38.1	PCO #006 CO#6 Keystone								
38.1.1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo RFI #28	\$747.50	\$0.00	\$747.50	\$0.00	\$747.50	100.00%	\$0.00	\$37.38
38.1.2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Sheet Metal Roof Repairs	\$7,868.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,868.95	\$0.00
38.1.3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Miscellaneous Signage Adds	\$5,873.87	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,873.87	\$0.00
38.1.4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	\$327.60	\$0.00	\$327.60	\$0.00	\$327.60	100.00%	\$0.00	\$16.38
38.1.5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Replace Metal Cap on Transformer Enclosure	\$6,541.08	\$0.00	\$6,541.08	\$0.00	\$6,541.08	100.00%	\$0.00	\$327.05
38.1.6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo ITC 12 - Circulation Desk Casework & Dais Painting	\$1,166.96	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,166.96	\$0.00
TOTALS:		\$84,060.38	\$58,386.38	\$10,764.22	\$0.00	\$69,150.60	82.26%	\$14,909.78	\$3,457.55

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,042,960.38	\$880,615.20	\$120,036.40	\$0.00	\$1,000,651.60	95.94%	\$42,308.78	\$50,032.63



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$120,036.40** for the job Clive City Hall, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **July 31, 2025**, only and does not cover any retention retained before or after the release date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: **July 31, 2025**

Company Name: **Keystone Construction Services, LLC.**

By: **Justin Menke**

Title: **President**

Signature: 



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 14, 2025

RE: Approve Pay Request #8 - DCI Group - Construction Management Services - City Hall-Library Phase 1 Renovations - \$13,679.06

SYNOPSIS:

Staff recommends approval of Pay Request #8 to DCI Group for construction management services completed to date for phase 1 of the City Hall/Library Remodel Project. All work areas are nearly complete with final finishes, technology installations and punch-list items now being addressed.

Construction Management Services (Fee and Staff Costs)

Estimated Contract Amount	\$ 194,947.10	(Contract Approved 12/12/24)
Pay Request #1	\$ 21,226.73	Approved 2-6-25
Pay Request #2	\$ 21,786.73	Approved 2-27-25
Pay Request #3	\$ 20,106.73	Approved 3-27-25
Pay Request #4	\$ 20,666.73	Approved 4-24-25
Pay Request #5	\$ 21,226.73	Approved 5-22-25
Pay Request #6	\$ 21,226.73	Approved 6-24-25
Pay Request #7	\$ 20,666.73	Approved 7-24-25
Pay Request #8	\$ 12,880.00	
Balance Remaining	\$ 35,160.00	

General Conditions/Reimbursements

Estimated Contract Amount	\$ 53,926.53	(Contract Approved 12/12/24)
Pay Request #1	\$ 7,434.28	Approved 2-6-25
Pay Request #2	\$ 17,010.45	Approved 2-27-25
Pay Request #3	\$ 2,564.38	Approved 3-27-25
Pay Request #4	\$ 2,627.79	Approved 4-24-25
Pay Request #5	\$ 2,106.81	Approved 5-22-25
Pay Request #6	\$ 2,729.45	Approved 6-24-25
Pay Request #7	\$ 2,199.33	Approved 7-24-25
Pay Request #8	\$ 799.06	
Balance Remaining	\$ 19,082.77	
Total – Pay Request #8	\$ 13,679.06	

Acct # 350-5750-6407

Attachments:

1. DCI Invoice 8 - CH-Lib Phase 1 CMA 8-14-25



220 SE 6th Street, Suite 200
Des Moines, IA 50309

City of Clive
Attn: Matt McQuillen
1900 NW 114th Street
Clive, IA 50325

INVOICE # 14

Date: 7/31/2025
Invoice #: 23-048-14

CM Services performed:
Clive City Hall Renovation

Period Completed:
July 2025

Vendor:	Description	Amount
DCI Group	Construction	\$ 12,880.00
DCI Group	Fee	\$ -
DCI Group	Project Reimbursables	\$ 799.06
TOTAL DUE:		<u>\$ 13,679.06</u>

By: _____

Date: _____

DCI GROUP						App # : 14	
						App Date: July-25	
Description of Work	Scheduled Value	Changes	Revised Value	WORK COMPLETED		Total Completed	Balance Remaining
				Previous	This Period		
Clive City Hall Renovation							
Preconstruction	\$ 37,112.00	\$ -	\$ 37,112	\$ 37,112.00	\$ -	\$ 37,112.00	\$ -
Construction - Staff	\$ 132,600.00	\$ -	\$ 132,600	\$ 84,560.00	\$ 12,880.00	\$ 97,440.00	\$ 35,160.00
CM Fee	\$ 62,347.10	\$ -	\$ 62,347	\$ 62,347.10	\$ -	\$ 62,347.10	\$ -
Reimbursables	\$ 59,426.53	\$ -	\$ 59,427	\$ 36,672.51	\$ 799.06	\$ 37,471.57	\$ -
TOTAL	\$ 291,485.63	\$ -	\$ 291,485.63	\$ 220,691.61	\$ 13,679.06	\$ 234,370.67	\$ 35,160.00

Clive City Hall Renovation									
Construction									
Personnel	Hourly Rate		Contract	Previous	This Period	Total	Balance	Cost	
Project Executive	\$	150.00	156	121	18	139	17	\$	2,700.00
Project Manager	\$	110.00	390	302	46	348	42	\$	5,060.00
Project Engineer	\$	85.00	780	604	92	696	84	\$	7,820.00
Total								\$	12,880.00

Reimbursables				
Vendor	Description	Invoice #	Amount	
A King's Throne	Temp Toilet	160963	\$	220.70
Morgan Oaks	Waste Services	21304	\$	442.26
Amazon	Temp Signage	CC	\$	8.55
Amazon	Temp Signage	CC	\$	54.43
Amazon	Punch List Supplies	CC	\$	69.52
Lowe's	Temp Signage	CC	\$	3.60
			Total	\$ 799.06



A King's Throne
450 NE 44th Avenue
Des Moines, IA 50313
515-288-5464
invoicing@akingsthron.com

Invoice

Date	Invoice #
7/7/2025	CRO160963

Bill To
DCI Group Inc. 220 Southeast 6th Street Des Moines, Iowa 50309

Service Address
DCI Group 1900 NW 114th St 1900 Northwest 114th Street Clive, Iowa 50325

P.O. No.	Terms	Due Date
	Net 28	8/4/2025

Quantity	Description	Rate	Amount
2	Service of Construction Unit (7/7/2025 to 8/3/2025)	90.00	180.00
2	Environmental Fee	15.00	30.00
2	Rental of Construction Unit (7/7/2025 to 8/3/2025)	5.00	10.00T
	Sales Tax	7.00%	0.70
To Pay Online www.akingsthron.com			

Credit Card Payments will incur a 3.95%
surcharge ACH Payments - no charge

Payments/Credits	\$0.00
Total	\$220.70
Balance Due	\$220.70

Late Fee \$5 per 28 days past due/ Rtn ck & decline card fee \$30 / Prices subject to change at anytime



Morgan Oaks Roll-Offs

James Bickford
PO Box 42305
Urbandale, IA 50323

<http://www.morganoaksrolloffs.com>
james@morganoaksrolloffs.com

Invoice #21304

Bill To:
DCI Group
220 SE 6th Street
Suite 200
Des Moines, IA 50309
Attn: Mike

Job Site:
1900 NW 114th St
Clive, IA 50325

Work Order #: 32185
Date: Jul 10, 2025
Due: Aug 9, 2025
Terms:
PO:

Date	Item/Description	Qty	Rate	Amount
7/7	30yd - Standard Standard Pricing - 30 In: Jun 10	1	250.00	250.00
7/7	Fuel Surcharge-Tier 2 Fuel Surcharge. In: Jun 10	1	20.00	20.00
7/7	Landfill Fee Per Ton. Weight: 2.97	2.97	58.00	172.26
Sub Total:				442.26
Total:				\$442.26

Payments:

Date	Payment ID	Method	Reference	Amount
Open balance (this invoice):				\$442.26

James Bickford
PO Box 42305
Urbandale, IA
50323

<http://www.morganoaksrolloffs.com>
james@morganoaksrolloffs.com

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[Roll-Off Container Tracking](#) powered by Cairn Applications, LLC

Order Details

Order placed July 11, 2025 | Order # 114-3128952-5816248

Save Order Details

Ship to

Josip
1715 19TH ST
WEST DES MOINES, IA 50265-1624
United States

Payment method

Visa ending in 6621

Order Summary

Item(s) Subtotal:	\$7.99
Shipping & Handling:	\$0.00
Total before tax:	\$7.99
Estimated tax to be collected:	\$0.56
Grand Total:	\$8.55

Delivered July 13

Your package was left near the front door or porch.



(2 pack) Maximum Occupancy Sign 7" x 10" Self Adhesive Vinyl Stickers Decal

Restaurant or Business

Sold by: Wrapco Graphics

Supplied by: Other

Return or replace items: Eligible through August 12, 2025

\$7.99

Back to top

Order Details

Order placed July 11, 2025 Order # 112-0654149-1483444

Save Order Details

Ship to

Josip
1715 19TH ST
WEST DES MOINES, IA 50265-1624
United States

Payment method

Visa ending in 6621

Order Summary

Item(s) Subtotal:	\$50.87
Shipping & Handling:	\$0.00
Total before tax:	\$50.87
Estimated tax to be collected:	\$3.56
Grand Total:	\$54.43

Delivered July 13

Your package was left near the front door or porch.



Restroom Sign - ADA Compliant Braille Handicap Restroom Signs for Business with Double Sided 3M Tape - ABS Plastic Unisex Restroom Sign 9" x 6"- Pack of 4 for Offices and Restaurants

Sold by: Booglify

Return or replace items: Eligible through August 12, 2025

\$16.79

Delivered July 13

Your package was left near the front door or porch.



Electrical Room Sign for Business - Office Signs, Aluminum Brushed Silver, Tamper-Proof, Heavy Duty Mounting Tape, Easy Install, Office Décor, ADA Compliant, Grade 2 Braille (7" W x 4" H) ADA Signs.org

Sold by: ADA Signs.org

Return or replace items: Eligible through August 12, 2025

\$20.49

Delivered July 13

Your package was left near the front door or porch.



Unisex Bathroom Sign - ADA Compliant Braille Handicap Restroom Signs for Business with Double Sided 3M Tape - ABS Plastic Unisex Restroom Sign 9" x 6"- Pack of 2 for Offices and Restaurants

Sold by: Booglify

Return or replace items: Eligible through August 12, 2025

\$13.59

Order Details

Order placed July 7, 2025 | Order # 112-2543827-1186607

[Save Order Details](#)

Ship to

Josip
1715 19TH ST
WEST DES MOINES, IA 50265-1624
United States

Payment method

Visa ending in 6621

Order Summary

Item(s) Subtotal:	\$64.97
Shipping & Handling:	\$0.00
Total before tax:	\$64.97
Estimated tax to be collected:	\$4.55
Grand Total:	\$69.52

Delivered July 9

Your package was left near the front door or porch.



Marspark 300 Pcs Clear Horizontal Badge Holder Plastic Name Badge ID Card
Horizontal Name ID Card Holders with Waterproof Resealable Zip Transparent PVC
Sleeve Cover for Office School

Sold by: Cenxury

Return or replace items: Eligible through August 8, 2025

\$26.99



GAUDER Magnets for Magnetic Board, 124 x Strong Magnets for Whiteboard, Notice
Board and Fridge, Magnets Black

Sold by: Gauder Shop US

Return or replace items: Eligible through August 8, 2025

\$18.99

[Back to top](#)



LEARN MORE AT [LOWES.COM/MYLOWESREWARDS](https://www.lowes.com/mylowesrewards)

LOWE'S HOME CENTERS, LLC
1700 50TH ST.
WEST DES MOINES, IA 50266 (515) 267-0300

- SALE -

SALES#: FSTLAN03 5203831 TRANS#: 966472552 07-14-25

66755 HM 1-IN BLK/WHITE LETTERS	3.36
2 @ 1.68	

SUBTOTAL: 3.36

TOTAL TAX: 0.24

INVOICE 71807 TOTAL: 3.60

VISA: 3.60

VISA: XXXXXXXXXXXX6621 AMOUNT: 3.60 AUTHCD: 059723

TAP REFID: 05520987253 07/14/25 07:37:45

CUSTOMER CODE: 23048

TUR : 0000000000

AID : A000000031010

STORE: 0552 TERMINAL: 09 07/14/25 07:38:20

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
[LOWES.COM/RETURNS](https://www.lowes.com/returns)
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
FOR DETAILS VISIT [LOWES.COM/MYLOWESREWARDS](https://www.lowes.com/mylowesrewards)



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: August 14, 2025

RE: Approve Pay Request #9 - University Boulevard Flood Mitigation - Project Scoping Plan - Confluence, Inc. - \$42,154.00

SYNOPSIS:

Staff recommends approval of Pay Request #8 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
Pay Request #3-	\$27,076.40
Pay Request #4-	\$44,410.25
Pay Request #5-	\$52,439.75
Pay Request #6-	\$19,728.00
Pay Request #7-	\$42,659.50
Pay Request #8-	\$35,157.50
Pay Request #9-	\$42,154.00
Contract Balance-	\$130,315.18

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 #9_Invoice

CONFLUENCE

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

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

APPROVED FOR PAYMENT
BY 330 m
DATE 07/28/2025
ACCT # 349-5750-6407
ITEM Pay Request #9
University Blvd Flood Mitigation -
Project Scoping Plan

Invoice number 32420
Date 07/24/2025

Project **24278 University Boulevard Flood Mitigation Planning**

Professional Services through July 20, 2025

Send invoice to: dollendike@cityofclive.com

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
TASK 1 - PROJECT MANAGEMENT	81,385.00	34,659.50	40,994.50	6,335.00
TASK 2 - PROJECT UNDERSTANDING	65,010.00	63,854.79	63,854.79	0.00
TASK 3 - TECHNICAL ANALYSIS & BCA UPDATE	84,455.00	56,227.03	57,522.03	1,295.00
TASK 4 - MITIGATION PROJECT EXPLORATION	189,580.00	93,219.50	127,743.50	34,524.00
REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00
Total	420,430.00	247,960.82	290,114.82	42,154.00

Task 1 - Project Management

Professional Fees

Billed
Amount
2,337.50

Consultant

Billed
Amount

Barr Engineering Company
Dewberry Engineers Inc.

1,310.00
2,687.50
6,335.00

Phase subtotal

Task 3 - Technical Analysis & BCA Update

Consultant

Billed
Amount
1,295.00

Dewberry Engineers Inc.

Task 4 - Mitigation Project Exploration

Professional Fees

Billed
Amount
16,055.00

CONFLUENCE

City of Clive, IA
Project 24278 University Boulevard Flood Mitigation Planning

Invoice number 32420
Date 07/24/2025

Task 4 - Mitigation Project Exploration

Consultant

	Billed Amount
Barr Engineering Company	7,646.50
Dewberry Engineers Inc.	10,822.50
Phase subtotal	34,524.00
Invoice total	42,154.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
32193	06/26/2025	35,157.50	35,157.50				
32420	07/24/2025	42,154.00	42,154.00				
Total		77,311.50	77,311.50	0.00	0.00	0.00	0.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: August 14, 2025

RE: Approve Pay Request #9 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$41,244.39

SYNOPSIS:

Staff recommends approval of Pay Request #9 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$388,703.00**

Total Change Orders to Date: **\$69,908.40**

Contract + Change Orders: **\$458,611.40**

Pay Request #9: **\$41,244.39**

Total Requested to Date: **\$267,002.91**

Remaining contract amount: **\$191,608.49**

Attachments:

1. AirCon Pay App 09 - July

TO CONTRACTOR:

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

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 9**INVOICE NO:** 1908**PERIOD:** 07/01/25 - 07/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-003 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 07/31/2025**SUBMITTED DATE:** 07/22/2025**FROM SUBCONTRACTOR:**

Air-Con Mechanical Corp.
3121 SE 14th Street
Des Moines, Iowa 50320

SUBCONTRACT FOR: AirCon Mechanical - BP #26**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$388,703.00
2.	Net change by change orders		\$69,908.40
3.	Contract Sum to date (Line 1 ± 2)		\$458,611.40
4.	Total completed and stored to date (Column G on detail sheet)		\$281,055.70
5.	Retainage:		
	a. 5.00% of completed work	\$14,052.79	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$14,052.79
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$267,002.91
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$225,758.52
8.	Current payment due:		\$41,244.39
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$191,608.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$32,631.55	\$0.00
Total approved this month:	\$37,276.85	\$0.00
Totals:	\$69,908.40	\$0.00
Net change by change orders:	\$69,908.40	

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

SUBCONTRACTOR: Air-Con Mechanical Corp.**By:** _____ **Date:** _____**State of:****County of:****Subscribed and sworn to before**
me this _____ day of _____**Notary Public:****My commission expires:**

David Bruce Morrow

Digitally signed by David Bruce
Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I have reviewed this
document
Date: 2025.08.01 09:10:32-05'00'

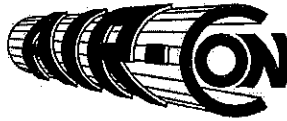
Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.08.05
15:05:24-05'00'

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13.1	PCO #001 CE #007 - PVC Conduit Replacem								
13.1.1	26-260000.000.Subcontract BP #26 - Electrical PVC Conduit Replacement	\$9,635.25	\$9,635.25	\$0.00	\$0.00	\$9,635.25	100.00%	\$0.00	\$481.76
13.1.2	26-260000.000.Subcontract BP #26 - Electrical RFI #37	\$1,595.74	\$957.44	\$638.30	\$0.00	\$1,595.74	100.00%	\$0.00	\$79.79
14	CCO #002 Air-Con CO #2								
14.1	PCO #002 Air-Con PCO#2								
14.1.1	26-260000.000.Subcontract BP #26 - Electrical	\$2,110.00	\$2,110.00	\$0.00	\$0.00	\$2,110.00	100.00%	\$0.00	\$105.50
14.1.2	26-260000.000.Subcontract BP #26 - Electrical Air Con Conduit Damage Repairs	\$14,051.39	\$14,051.39	\$0.00	\$0.00	\$14,051.39	100.00%	\$0.00	\$702.57
14.1.3	26-260000.000.Subcontract BP #26 - Electrical Light control panel refeed	\$5,239.17	\$5,239.17	\$0.00	\$0.00	\$5,239.17	100.00%	\$0.00	\$261.96
15	CCO #003 Air-Con CO #3								
15.1	PCO #003 PCO #3 - Air-Con								
15.1.1	26-260000.000.Subcontract BP #26 - Electrical Rewiring for existing utilities	\$37,276.85	\$0.00	\$37,276.85	\$0.00	\$37,276.85	100.00%	\$0.00	\$1,863.84
TOTALS:		\$69,908.40	\$31,993.25	\$37,915.15	\$0.00	\$69,908.40	100.00%	\$0.00	\$3,495.42

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$458,611.40	\$237,640.55	\$43,415.15	\$0.00	\$281,055.70	61.28%	\$177,555.70	\$14,052.79



ELECTRIC, LLC

3121 S.E. 14th Street - Des Moines, IA. - 50320
(515) 243-5500 - FAX (515) 243-0126

PARTIAL LIEN WAIVER

Project: #SC-003 Clive Greenbelt Landing: Air Con Mechanical - BP #26
(N-24-2132)

WHEREAS THE UNDERSIGNED (☒) Contractor () Subcontractor ()
Supplier () Architect/Engineer _____ has provided labor, services, materials,
or equipment for the above project under an agreement with:

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

The undersigned does hereby waive and release all bond claims, liens, or project owner and
any sureties, for labor, services, material or equipment, as provided by the undersigned, but
only to the extent of payment received, as indicated and as limited below:

(☒) **CONDITIONAL Release:** This waiver and release is contingent upon receipt of
payment and final bank clearance of said remittance in the amount of \$41,244.39 (Invoice 1908
Draw # 9). The remittance identified as payment and endorsed by the undersigned marked
"Paid" or otherwise canceled by the bank against which said remittance was drawn, shall
constitute conclusive proof that said invoice or pay request was paid and that payment thereof
was received by the Undersigned, and thereupon this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part
of the Undersigned.

() **UNCONDITIONAL Release:** The undersigned acknowledges receipt of payment in
the amount of \$ for labor, services, materials or equipment as described herein and does
hereby grant this release unconditionally.

Joe Davis Signature
Joe Davis Print Name
VP Title
7-22-25 Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: August 14, 2025

RE: Approve Pay Request #10 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$9,529.94

SYNOPSIS:

Staff recommends approval of Pay Request #10 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **\$259,869.00**

Change Order: **\$785.30**

Total Change Orders to Date: **\$6,371.89**

Contract + Change Orders: **\$266,240.89**

Pay Request #10: **\$9,529.94**

Total Requested to Date: **\$218,514.94**

Remaining contract amount: **\$47,725.95**

Attachments:

1. CIM Pay App 10 - July

TO CONTRACTOR:

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

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 10**INVOICE NO:** 10**PERIOD:** 07/01/25 - 07/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-001 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 07/31/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

Central Iowa Mechanical
1720 Fuller Road
West Des Moines, Iowa 50265

SUBCONTRACT FOR: Central Iowa Mechanical - BP 22**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$259,869.00
2.	Net change by change orders	\$6,371.89
3.	Contract Sum to date (Line 1 ± 2)	\$266,240.89
4.	Total completed and stored to date (Column G on detail sheet)	\$230,015.75
5.	Retainage:	
	a. 5.00% of completed work	\$11,500.81
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$11,500.81
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$218,514.94
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$208,985.00
8.	Current payment due:	\$9,529.94
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$47,725.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$6,295.00	\$(708.41)
Total approved this month:	\$785.30	\$0.00
Totals:	\$7,080.30	\$(708.41)
Net change by change orders:	\$6,371.89	

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

SUBCONTRACTOR: Central Iowa Mechanical

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce
Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I have reviewed this
document
Date: 2025.08.01 09:18:44-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.08.05
15:08:40-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 10

APPLICATION DATE: 07/28/2025

PERIOD: 07/01/25 - 07/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$13,468.00	\$0.00	\$0.00	\$13,468.00	100.00%	\$0.00	\$673.40
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$3,798.00	\$0.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$26,424.00	\$0.00	\$0.00	\$26,424.00	100.00%	\$0.00	\$1,321.21
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$32,785.00	\$0.00	\$0.00	\$32,785.00	100.00%	\$0.00	\$1,639.25
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$33,954.00	\$0.00	\$0.00	\$33,954.00	100.00%	\$0.00	\$1,697.70
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	32.09%	\$5,290.00	\$125.00
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$87,914.86	\$0.00	\$0.00	\$87,914.86	96.70%	\$3,000.14	\$4,395.75
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,154.00	\$0.00
9	22-220000.000.Subcontract BP #22 Mechanical	HVAC Trim out	\$2,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,549.00	\$0.00
10	22-220000.000.Subcontract BP #22 Mechanical	HVAC Start up	\$3,045.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,045.00	\$0.00
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	80.65%	\$3,960.00	\$825.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,940.00	\$0.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$0.00	\$6,300.00	\$0.00	\$6,300.00	86.30%	\$1,000.00	\$315.00
14	22-220000.000.Subcontract BP #22 Mechanical	De mobilization	\$2,287.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,287.00	\$0.00
TOTALS:			\$259,869.00	\$217,343.86	\$6,300.00	\$0.00	\$223,643.86	86.06%	\$36,225.14	\$11,182.21

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	CCO #001 Central Iowa Mechanical CO #1								
15.1	PCO #001 CE #006 - Community Building S								
15.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$2,640.37	\$2,640.37	\$0.00	\$0.00	\$2,640.37	100.00%	\$0.00	\$132.02
16	CCO #002 Central Iowa Mechanical CO #2								
16.1	PCO #002 PCO #2 - CE 04, 08, 11								
16.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$1,062.83	\$0.00	\$1,062.83	\$0.00	\$1,062.83	100.00%	\$0.00	\$53.14
16.1.2	22-220000.000.Subcontract BP #22 Mechanical	\$2,591.80	\$0.00	\$2,591.80	\$0.00	\$2,591.80	100.00%	\$0.00	\$129.59
16.1.3	22-220000.000.Subcontract BP #22 Mechanical Construction Bulletin #5	\$(708.41)	\$0.00	\$(708.41)	\$0.00	\$(708.41)	100.00%	\$0.00	\$(35.42)
17	CCO #003 CO#3 CIM								
17.1	PCO #003 CO#3 CIM								
17.1.1	22-220000.000.Subcontract BP #22 Mechanical Contract Extension	\$785.30	\$0.00	\$785.30	\$0.00	\$785.30	100.00%	\$0.00	\$39.27
TOTALS:		\$6,371.89	\$2,640.37	\$3,731.52	\$0.00	\$6,371.89	100.00%	\$0.00	\$318.60

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$266,240.89	\$219,984.23	\$10,031.52	\$0.00	\$230,015.75	86.39%	\$36,225.14	\$11,500.81

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 4 PAGES

TO (OWNER): DCI Group
220 SE 6th Street Suite 200
Des Moines, IA 50309
PROJECT: Clive Greenbelt Landing
1900 NW 114th
Clive, IA 50325

APPLICATION #: 10

APPLICATION DATE: 7/22/25

PERIOD TO: 7/31/25

FROM (CONTRACTOR): Central Iowa Mechanical
1720 Fuller Road
West Des Moines, IA 50265

ARCHITECT'S PROJECT # *****

CONTRACT DATE: 9/12/24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

- 1 ORIGINAL CONTRACT SUM \$259,869.00
2 Net change by Change Orders \$6,371.89
3 CONTRACT SUM TO DATE (line 1 + 2) \$266,240.89
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$230,015.38

5 RETAINAGE:

- a. 5% of Completed Work (Column D + E on G703) 11,500.77
b. 5% of Stored Material (Column F on G703) 0.00
Total Retainage (Line 5a + 5b) or c. PERCENTAGE 11,500.77
>> 5% \$11,500.77
\$218,514.61

6 TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7 LESS PREVIOUS CERTIFICATE FOR

PAYMENT (Line 6 From Prior certificate).

8 CURRENT PAYMENT DUE

9 BALANCE TO FINISH

(Line 3 less Line 6)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Date:

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total Change Orders approved in in previous months by Owner		\$6,371.89	\$0.00
Total approved this month			
TOTALS		\$6,371.89	\$0.00
NET CHANGES by change order			\$6,371.89

CONTRACTOR: Central Iowa Mechanical

State of: Iowa County of: Polk

Subscribed and sworn to before me this

22 day of July 25

Notary Public:

My Commission expires:

CORY MANSER

Notarial Seal - Iowa

Commission Number 829209

My Commission Expires Dec 30, 2026

CONTINUATION SHEET

Page 2 of 4 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

Clive Greenbelt Landing

1900 NW 114th

Clive, IA 50325

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

CONTRACTOR'S signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: 10

APPLICATION DATE: 7/22/25

PERIOD TO: 7/31/25

ARCHITECT'S PROJECT NO: *****

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E + F)	This Period					
A	B	C	D	E	F	G	H	I	
1	Mobization	\$13,468	\$13,468			\$13,468	100.00%	\$0	\$673
2	bonds and permits	\$3,798	\$3,798			\$3,798	100.00%	\$0	\$190
3	Demo	\$26,424	\$26,424			\$26,424	100.00%	\$0	\$1,321
4	Plumbing Rough in	\$32,785	\$32,785			\$32,785	100.00%	\$0	\$1,639
5	HVAC Rough in	\$33,954	\$33,954			\$33,954	100.00%	\$0	\$1,698
6	Concrete pads	\$7,790	\$2,500			\$2,500	32.09%	\$5,290	\$125
7	HVAC equipment Setting	\$90,915	\$87,915			\$87,915	96.70%	\$3,000	\$4,396
8	Plumbing fixtures	\$11,154	\$0	\$0		\$0	0.00%	\$11,154	\$0
9	HVAc trim out	\$2,549	\$0			\$0	0.00%	\$2,549	\$0
10	HVAC start up	\$3,045	\$0			\$0	0.00%	\$3,045	\$0
11	Insulation sub	\$7,300	\$0	\$6,300		\$6,300	86.30%	\$1,000	\$315
12	Temperature controls sub	\$20,460	\$16,500			\$16,500	80.65%	\$3,960	\$825
13	Test and balance sub	\$3,940	\$0			\$0	0.00%	\$3,940	\$0
14	Demobilization	\$2,287	\$0			\$0	0.00%	\$2,287	\$0
15									
16	CO #1 Concrete	\$2,640	\$2,640	\$0		\$2,640	99.99%	\$0	\$132
17	CO #2	\$2,946	\$0	\$2,946		\$2,946	100.00%	\$0	\$147
18	CO #3	\$785	\$0	\$785		\$785	100.00%	\$0	\$39
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTAL or TOTAL	\$266,241	\$219,984	\$10,032	\$0	\$230,015	86.39%	\$36,226	\$11,501



CENTRAL IOWA MECHANICAL
1720 FULLER ROAD
WEST DES MOINES, IA 50265
515-243-8126

INVOICE

Invoice #: 2490850-10

Client ID #: 1540

Date: 07/22/2025

Due Date: 09/05/2025

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

Remarks:

Clive Greenbelt Landing
City of Clive
1900 NW 114th
Clive IA 50325

Call Description: AIA #10

Amount Due: \$9,529.94

Completed Date:

Terms:

Client PO #:

Net 30 Days

Description	Amount
AIA #10	
Insulation sub	6,300.00
CO #2	2,946.22
CO #3	785.30

Notes:

Please visit www.cimech.com
for online payment options.



PAY BILL ONLINE

Non-Taxable Amount:	10,031.52
Taxable Amount:	0.00
Sales Tax:	0.00
Retention:	501.58
Paid:	0.00
Amount Due:	9,529.94

A credit card fee will be assessed.

WAIVER OF LIEN TO DATE

STATE OF Iowa

Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

WHEREAS, the undersigned has contracted with **DCI Group and City of Clive** having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises): **Clive Greenbelt Landing Building: 1900 NW 114th Clive, IA 50325**

The undersigned, for and in consideration of the sum of **\$9,529.95** Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

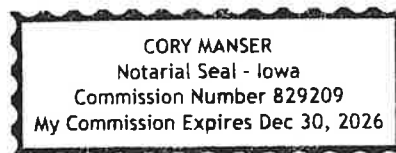
Dated at **Des Moines, IA**, on the 23 day of **JULY 2025**



Jason Hayes
VP - CFO

Central Iowa Mechanical

Notary:





Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: August 14, 2025

RE: Approve Pay Request #10 - Keystone Construction - Greenbelt Landing Construction Project - \$128,883.01

SYNOPSIS:

Staff recommends approval of Pay Request #10 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **\$2,518,000.00**

Total Change Orders to Date: **\$56,996.73**

Contract + Change Orders: **\$2,574,966.73**

Pay Request #10: **\$128,883.01**

Total Requested to Date: **\$1,054,406.41**

Remaining contract amount: **\$1,520,560.32**

Attachments:

1. Keystone Pay App 10 - July

TO CONTRACTOR:

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

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 10

INVOICE NO: #10 - July

PERIOD: 07/01/25 - 07/31/25

PROJECT NO: 23046

CONTRACT NO: SC-002 Clive Greenbelt
Landing

CONTRACT DATE: 09/26/2024

CERTIFICATE DATE: 07/31/2025

SUBMITTED DATE: 07/24/2025

FROM SUBCONTRACTOR:

Keystone Construction Services LLC
3361 178th Ct
Norwalk, Iowa 50211

SUBCONTRACT FOR: Keystone Construction - BP #6

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$2,518,000.00
2.	Net change by change orders	\$56,966.73
3.	Contract Sum to date (Line 1 ± 2)	\$2,574,966.73
4.	Total completed and stored to date (Column G on detail sheet)	\$1,109,901.49
5.	Retainage:	
	a. 5.00% of completed work	\$38,779.20
	b. 5.00% of stored material	\$16,715.88
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$55,495.08
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,054,406.41
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$925,523.40
8.	Current payment due:	\$128,883.01
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,520,560.32

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$56,966.73	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$56,966.73	\$0.00
Net change by change orders:	\$56,966.73	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: Date:

State of:

County of:

Subscribed and sworn to before
me this day of

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I have reviewed this document
Date: 2025.08.01 09:16:29-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.08.05
15:09:05-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 10

APPLICATION DATE: 07/28/2025

PERIOD: 07/01/25 - 07/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$129,885.00	\$15,000.00	\$0.00	\$144,885.00	42.37%	\$197,098.73	\$7,244.25
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	18.50%	\$16,300.00	\$185.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$10,100.00	\$0.00	\$0.00	\$10,100.00	43.04%	\$13,365.00	\$505.00
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$63,515.85	\$25,000.00	\$0.00	\$88,515.85	26.35%	\$247,403.98	\$4,425.79
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,987.00	\$0.00
6	6-60500.000.Subcontract BP# 6 General	Cast Stone Masonry	\$19,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,050.00	\$0.00
7	6-60500.000.Subcontract BP# 6 General	Structural Steel Framing	\$367,700.00	\$32,300.00	\$10,107.00	\$119,400.00	\$161,807.00	44.01%	\$205,893.00	\$8,090.35
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$7,300.00	\$0.00	\$0.00	\$7,300.00	70.56%	\$3,046.50	\$365.00
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,682.19	\$0.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$413,240.28	\$0.00	\$137,746.76	\$550,987.04	100.00%	\$0.00	\$27,549.35
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,170.00	\$0.00
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,875.00	\$0.00
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,579.00	\$0.00
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	\$32,508.95	\$0.00	\$0.00	\$30,606.00	\$30,606.00	94.15%	\$1,902.95	\$1,530.30
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$4,450.00	\$0.00	\$9,072.23	\$13,522.23	20.24%	\$53,287.77	\$676.11
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$25,370.00	\$0.00	\$0.00	\$25,370.00	11.66%	\$192,260.00	\$1,268.50
19	6-60500.000.Subcontract BP# 6 General	Tiling	\$97,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,740.00	\$0.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$600.00	\$0.00
21	6-60500.000.Subcontract BP# 6 General	Painting	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,500.00	\$0.00
22	6-60500.000.Subcontract	Dimensional Letter Signage	\$3,898.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,898.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP# 6 General									
23	6-60500.000.Subcontract BP# 6 General	Specialties	\$4,416.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,416.19	\$0.00
24	6-60500.000.Subcontract BP# 6 General	Toilet Compartments	\$6,618.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,618.00	\$0.00
25	6-60500.000.Subcontract BP# 6 General	Toilet/Bath/Laundry Access	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,950.00	\$0.00
26	6-60500.000.Subcontract BP# 6 General	Manufactured Fireplaces	\$49,990.00	\$0.00	\$0.00	\$37,492.50	\$37,492.50	75.00%	\$12,497.50	\$1,874.63
27	6-60500.000.Subcontract BP# 6 General	Fire Protection Specialties	\$322.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$322.00	\$0.00
28	6-60500.000.Subcontract BP# 6 General	Closet and Utility Shelving	\$5,454.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,454.00	\$0.00
29	6-60500.000.Subcontract BP# 6 General	Residential Kitchen Appliances	\$4,422.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,422.00	\$0.00
30	6-60500.000.Subcontract BP# 6 General	Projectors	\$10,565.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,565.00	\$0.00
31	6-60500.000.Subcontract BP# 6 General	Window Shades	\$14,488.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,488.00	\$0.00
32	6-60500.000.Subcontract BP# 6 General	Residential Casework	\$18,552.57	\$0.00	\$14,953.33	\$0.00	\$14,953.33	80.60%	\$3,599.24	\$747.67
33	6-60500.000.Subcontract BP# 6 General	Decorative Metal Fences - Gates	\$48,710.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,710.00	\$0.00
34	6-60500.000.Subcontract BP# 6 General	Site Improvements	\$29,580.00	\$11,002.50	\$0.00	\$0.00	\$11,002.50	37.20%	\$18,577.50	\$550.13
TOTALS:			\$2,518,000.00	\$700,863.63	\$65,060.33	\$334,317.49	\$1,100,241.45	43.70%	\$1,417,758.55	\$55,012.08

Change Orders

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37.1	PCO #003 PCO #3 - CE 4, CE8, CE15								
37.1.1	6-60500.000.Subcontract BP# 6 General	\$13,937.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,937.20	\$0.00
37.1.2	6-60500.000.Subcontract BP# 6 General	\$17,284.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,284.80	\$0.00
37.1.3	6-60500.000.Subcontract BP# 6 General RFI #39	\$1,552.98	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,552.98	\$0.00
TOTALS:		\$56,966.73	\$9,660.04	\$0.00	\$0.00	\$9,660.04	16.96%	\$47,306.69	\$483.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$2,574,966.73	\$710,523.67	\$65,060.33	\$334,317.49	\$1,109,901.49	43.10%	\$1,465,065.24	\$55,495.08



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$43,607.00** for the job City of Clive Greenbelt Landing, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **July 31, 2025**, only and does not cover any retention retained before or after the release date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: **July 31st, 2025**

Company Name: **Keystone Construction Services, LLC.**

By: **Justin Menke**

Title: **President**

Signature: 



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 14, 2025

RE: Approve Pay Request #15 - Alliance Construction Group - NW 114th Street Reconstruction - \$5,780.18

SYNOPSIS:

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

Pay Estimate #15 - \$5,780.18

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,376,633.00
Paid to Date	- <u>\$1,274,180.94</u>
Contract Remaining	- \$102,452.06

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 #15



City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	15
Pay Period	06/28/2025 to 08/02/2025
Approval Date	08/14/2025
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Payment Status	Pending
Awarded Project Amount	\$1,349,523.50
Authorized Amount	\$1,376,633.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0050	24-005	SY	40.600	\$12.500	\$507.50
SUBBASE, MODIFIED, 6"					
0330	24-033	SY	85.500	\$7.000	\$598.50
DRIVEWAY REMOVAL, PCC					
0370	24-037	SY	64.200	\$77.000	\$4,943.40
DRIVEWAY, PAVED, PCC, 7"					
0530	24-053	AC	0.014	\$2,500.000	\$35.00
EROSION CONTROL MULCHING					
					Section Total: \$6,084.40
					Project Total: \$6,084.40

Summary

Current Approved Work:	\$6,084.40	Approved Work To Date:	\$1,341,243.10
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$92,483.00
Current Retainage:	\$304.22	Retainage To Date:	\$67,062.16
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:	\$5,780.18	Payments To Date:	\$1,274,180.94
Previous Payment:	\$28,738.03	Previous Payments To Date:	\$1,268,400.76

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

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 14, 2025

RE: Approve Pay Request #16 - Alice's Road Reconstruction - Phase 1-
Design - Snyder & Associates - \$80,985.00

SYNOPSIS:

Staff recommends approval of Pay Request #16 in the amount of \$80,985.00, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction - Phase 1 - Design.

Please see attached Council Letter for details.

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. 08-14-25 - Pay Request #16 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$80,985.00
2. CL - 08-14-25 - Pay Request #16 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$80,985.00



INVOICE FOR PROFESSIONAL SERVICES

July 31, 2025

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

Invoice No: 123.1396.01 - 16

Email jmay@cityofclive.com

Project 123.1396.01 Alice's Road Reconstruction- Phase 1

Professional Services through June 30, 2025

Division 1

(50% Waukee / 50% Clive)

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	726,474.28	726,474.28
Limit			726,500.00
Remaining			25.72
Phase Subtotal			0.00

Division 2

(15% Waukee / 85% Clive)

	Hours	Rate	Amount
Sr. Engineer	7.00	216.00	1,512.00
Engineer VIII	47.50	198.00	9,405.00
Engineer II	32.25	128.00	4,128.00
Engineer I	18.00	115.00	2,070.00
Lead Technician	79.50	150.00	11,925.00
Technician III	29.00	82.00	2,378.00
Total Services	213.25		31,418.00
Total Services			31,418.00
Billing Limits	Current	Prior	To-Date
Total Billings	31,418.00	256,803.20	288,221.20
Limit			344,100.00
Remaining			55,878.80
Phase Subtotal			\$31,418.00

Division 3

(0% Waukee / 100% Clive)

	Hours	Rate	Amount
Principal Engineer II	1.00	252.00	252.00
Principal Environmental Scientist I	4.00	237.00	948.00
Sr. Engineer	26.75	216.00	5,778.00
Engineer VIII	58.00	198.00	11,484.00
Engineer VI	8.50	178.00	1,513.00
Engineer V	3.00	166.00	498.00
Engineer IV	4.75	153.00	726.75

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD		Invoice	16
Right-of-Way Agent II		4.50	128.00	576.00	
Engineer II		129.75	128.00	16,608.00	
Engineer I		38.50	115.00	4,427.50	
Environmental Scientist I		14.25	115.00	1,638.75	
Lead Technician		31.00	150.00	4,650.00	
Technician III		4.50	82.00	369.00	
Administrative II		1.00	77.00	77.00	
Total Services		329.50		49,546.00	
Total Services					49,546.00
Employee Mileage				21.00	
Total Expenses					21.00
Billing Limits		Current	Prior	To-Date	
Total Billings		49,567.00	460,679.96	510,246.96	
Limit				866,400.00	
Remaining				356,153.04	
			Phase Subtotal		\$49,567.00
Amount Due this Invoice					<u>\$80,985.00</u>

	Total	Prior	Current
Billings to Date	1,524,942.44	1,443,957.44	80,985.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nathan Carhoff



July 29, 2025

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

RE: INVOICE NO. 16
ALICE'S ROAD RECONSTRUCTION
NE HORIZON DRIVE TO MEREDITH DRIVE
PROJECT #123.1396

Dear Jeff:

The attached invoice covers work on the project through June 2025. Since the reallocation of federal aid and reclassification to Categorical Exclusion (CE), our work has refocused on preliminary design and plan production for Phase 2 through Phase 4. We have also worked on intersection geometry alternatives for the Alice's/Douglas intersection, right-of-way acquisition within the Phase 4 area, and additional storm water management concepts.

As discussed, we are working on a contract amendment for additional and out-of-scope work. We anticipate submission of the final draft on August 20th for approval at the August 28th council meeting.

Please contact me with any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Nathan Carhoff'.

Nathan Carhoff, P.E.
Project Manager
Enclosure

Alice's Road Reconstruction - Phase 1
Invoice Summary and City Cost Sharing
Snyder Project #123.1396

	Division 1			Division 2			Division 3			Totals		
	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Contract Total	Clive	Waukee
		50%	50%		85%	15%		100%	0%			
Invoice #1	\$18,946.03	\$9,473.02	\$9,473.01	\$16,280.21	\$13,838.18	\$2,442.03	\$22,529.45	\$22,529.45	-	\$57,755.69	\$45,840.65	\$11,915.04
Invoice #2	\$28,684.50	\$14,342.25	\$14,342.25	\$7,782.19	\$6,614.86	\$1,167.33	\$17,857.06	\$17,857.06	-	\$54,323.75	\$38,814.17	\$15,509.58
Invoice #3	\$60,433.92	\$30,216.96	\$30,216.96	\$11,943.26	\$10,151.77	\$1,791.49	\$33,524.00	\$33,524.00	-	\$105,901.18	\$73,892.73	\$32,008.45
Invoice #4	\$69,319.72	\$34,659.86	\$34,659.86	\$25,690.00	\$21,836.50	\$3,853.50	\$41,203.75	\$41,203.75	-	\$136,213.47	\$97,700.11	\$38,513.36
Invoice #5	\$78,192.26	\$39,096.13	\$39,096.13	\$6,513.00	\$5,536.05	\$976.95	\$20,341.50	\$20,341.50	-	\$105,046.76	\$64,973.68	\$40,073.08
Invoice #6	\$62,476.47	\$31,238.24	\$31,238.23	\$5,482.00	\$4,659.70	\$822.30	\$22,602.00	\$22,602.00	-	\$90,560.47	\$58,499.94	\$32,060.53
Invoice #7	\$55,843.61	\$27,921.81	\$27,921.80	\$7,698.00	\$6,543.30	\$1,154.70	\$17,468.75	\$17,468.75	-	\$81,010.36	\$51,933.86	\$29,076.50
Invoice #8	\$67,906.96	\$33,953.48	\$33,953.48	\$7,708.75	\$6,552.44	\$1,156.31	\$14,652.25	\$14,652.25	-	\$90,267.96	\$55,158.17	\$35,109.79
Invoice #9	\$98,381.72	\$49,190.86	\$49,190.86	\$6,818.29	\$5,795.55	\$1,022.74	\$12,899.75	\$12,899.75	-	\$118,099.76	\$67,886.16	\$50,213.60
Invoice #10	\$94,579.84	\$47,289.92	\$47,289.92	\$810.00	\$688.50	\$121.50	\$27,251.85	\$27,251.85	-	\$122,641.69	\$75,230.27	\$47,411.42
Invoice #11	\$81,104.75	\$40,552.38	\$40,552.37	\$2,374.00	\$2,017.90	\$356.10	\$18,560.00	\$18,560.00	-	\$102,038.75	\$61,130.28	\$40,908.47
Invoice #12	\$10,604.50	\$5,302.25	\$5,302.25	\$74,324.00	\$63,175.40	\$11,148.60	\$73,158.50	\$73,158.50	-	\$158,087.00	\$141,636.15	\$16,450.85
Invoice #13	\$0.00	\$0.00	\$0.00	\$47,554.00	\$40,420.90	\$7,133.10	\$107,880.35	\$107,880.35	-	\$155,434.35	\$148,301.25	\$7,133.10
Invoice #14	\$0.00	\$0.00	\$0.00	\$1,760.00	\$1,496.00	\$264.00	\$18,330.25	\$18,330.25	-	\$20,090.25	\$19,826.25	\$264.00
Invoice #15	\$0.00	\$0.00	\$0.00	\$34,065.50	\$28,955.68	\$5,109.82	\$12,420.50	\$12,420.50	-	\$46,486.00	\$41,376.18	\$5,109.82
Invoice #16	\$0.00	\$0.00	\$0.00	\$31,418.00	\$26,705.30	\$4,712.70	\$49,567.00	\$49,567.00	-	\$80,985.00	\$76,272.30	\$4,712.70
Total Billed to Date	\$ 726,474.28	\$ 363,237.16	\$ 363,237.12	\$ 288,221.20	\$ 244,988.03	\$ 43,233.17	\$ 510,246.96	\$ 510,246.96	-	\$1,524,942.44	\$ 1,118,472.15	\$ 406,470.29
Total Contract	\$ 726,500.00	\$ 363,250.00	\$ 363,250.00	\$ 344,100.00	\$ 292,485.00	\$ 51,615.00	\$ 866,400.00	\$ 866,400.00	-	\$ 1,937,000.00	\$ 1,522,135.00	\$ 414,865.00

Memo

TO: Mayor Edwards, Clive City Council Members and
Matt McQuillen

FROM: Jeff May, Public Works Director

DATE: August 14, 2025

RE: Approve Pay Request #16 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$80,985.00



Public Works Department

At the January 11, 2024 City Council meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of the Alice’s Road Reconstruction Project – Phase 1. The Alice’s Road Reconstruction Project includes 4 Phases. The phases are identified per the following:

Phase 1 is the reconstruction of Alice’s Road south of Douglas Parkway and is shared with Waukee on a 50/50 split.

Phase 2 is the reconstruction of the Alice’s Road and Douglas Parkway intersection and the completion of Douglas Parkway from Berkshire Parkway (including the intersection of Berkshire Parkway) to the west corporate limit. Waukee is responsible for 25% of the intersection and possibly some of the Douglas Parkway improvements west of Alice’s Road. Clive is responsible for 75% of the intersection, the improvements west of Alice’s Road, that are not Waukee’s responsibility and 100% of the improvements east of Alice’s Road. The division of responsibility for Phase 2 will be determined as the project design progresses.

Phase 3 is the reconstruction of Alice’s Road from Douglas Parkway to Berkshire Parkway and is 100% the responsibility of Clive.

Phase 4 is the reconstruction of Alice’s Road from Berkshire Parkway to Meredith Drive and includes the crossing of Little Walnut Creek. Phase 4 is 100% the responsibility of Clive.

The Professional Services Agreement (PSA) for Phase 1 includes the final design of Phase 1 plus the conceptual design of Phases 2-4. The design and conceptual design of the future phases will include the roadway, intersection configuration of all intersections, storm sewer, water, sanitary sewer, stormwater management, trails and aesthetics for the entire Alice’s Road corridor. In addition, the conceptual design will include the Douglas Parkway corridor from Berkshire Parkway, including the intersection of Berkshire Parkway, to the west corporate limit. The PSA

will also include work related to right-of-way and easement acquisition and assistance with finding and obtaining grants to assist with the cost of the project.

The PSA for Phase 1 is divided into 3 divisions. The first division includes the work from NE Horizon Drive in Waukee to just south of Douglas Parkway. Division 1 is split 50/50 with Wauke. Division 2 includes the work for the Douglas Parkway intersection and completion of Douglas Parkway in Clive. This Division will be split 85% Clive and 15% Waukee for billing purposes but will be reconciled when the work is complete based on the actual percentages attributed to each community. Division 3 is for work related to Phases 3 and 4 and is 100% Clive responsibility.

Staff recommends approval of Pay Request #16 in the amount of \$80,985.00, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Pay Request Summary

	<u>Clive</u>	<u>Waukee</u>	<u>Total</u>
Approved Agreement Amount (1/11/24)	\$ 1,522,135.00	\$ 414,865.00	\$ 1,937,000.00

Division 1 Approved Agreement Amount	\$ 363,250.00	\$ 363,250.00	\$ 726,500.00
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Pay Request #1 (02/22/24)	\$ 9,473.02	\$ 9,473.01	\$ 18,946.03
Pay Request #2 (03/14/24)	\$ 14,342.25	\$ 14,342.25	\$ 28,684.50
Pay Request #3 (04/11/24)	\$ 30,216.96	\$ 30,216.96	\$ 60,433.92
Pay Request #4 (05/23/24)	\$ 34,659.86	\$ 34,659.86	\$ 69,319.72
Pay Request #5 (06/13/24)	\$ 39,096.13	\$ 39,096.13	\$ 78,192.26
Pay Request #6 (07/25/24)	\$ 31,238.24	\$ 31,238.23	\$ 62,476.47
Pay Request #7 (08/08/24)	\$ 27,921.81	\$ 27,921.80	\$ 55,843.61
Pay Request #8 (09/12/24)	\$ 33,953.48	\$ 33,953.48	\$ 67,906.96
Pay Request #9 (10/10/24)	\$ 49,190.86	\$ 49,190.86	\$ 98,381.72
Pay Request #10 (11/14/24)	\$ 47,289.92	\$ 47,289.92	\$ 94,579.84
Pay Request #11 (12/12/24)	\$ 40,552.38	\$ 40,552.37	\$ 81,104.75
Pay Request #12 (03/27/25)	\$ 5,302.25	\$ 5,302.25	\$ 10,604.50
Pay Request #13 (05/22/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #14 (06/12/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #15 (07/10/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #16 (08/14/25)	\$ 0.00	\$ 0.00	\$ 0.00

Amount Requested to Date – Division 1	\$ 363,237.16	\$ 363,237.12	\$ 726,474.28
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Amount paid previously – Division 1	\$ 363,237.16	\$ 363,237.12	\$ 726,474.28
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Amount due this pay request – Division 1	\$ 0.00	\$ 0.00	\$ 0.00
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Amount remaining - Division 1	\$ 12.84	\$ 12.88	\$ 25.72
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Division 2 Approved Agreement Amount	\$ 292,485.00	\$ 51,615.00	\$ 344,100.00
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Pay Request #1 (02/22/24)	\$ 13,838.18	\$ 2,442.03	\$ 16,280.21
Pay Request #2 (03/14/24)	\$ 6,614.86	\$ 1,167.33	\$ 7,782.19
Pay Request #3 (04/11/24)	\$ 10,151.77	\$ 1,791.49	\$ 11,943.26
Pay Request #4 (05/23/24)	\$ 21,836.50	\$ 3,853.50	\$ 25,690.00
Pay Request #5 (06/13/24)	\$ 5,536.05	\$ 976.95	\$ 6,513.00
Pay Request #6 (07/25/24)	\$ 4,659.70	\$ 822.30	\$ 5,482.00

Pay Request #7 (08/08/24)	\$ 6,543.30	\$ 1,154.70	\$ 7,698.00
Pay Request #8 (09/12/24)	\$ 6,552.44	\$ 1,156.31	\$ 7,708.75
Pay Request #9 (10/10/24)	\$ 5,795.55	\$ 1,022.74	\$ 6,818.29
Pay Request #10 (11/14/24)	\$ 688.50	\$ 121.50	\$ 810.00
Pay Request #11 (12/12/24)	\$ 2,017.90	\$ 356.10	\$ 2,374.00
Pay Request #12 (03/27/25)	\$ 63,175.40	\$ 11,148.60	\$ 74,324.00
Pay Request #13 (05/22/25)	\$ 40,420.90	\$ 7,133.10	\$ 47,554.00
Pay Request #14 (06/12/25)	\$ 1,496.00	\$ 264.00	\$ 1,760.00
Pay Request #15 (07/10/25)	\$ 28,955.68	\$ 5,109.82	\$ 34,065.50
Pay Request #16 (08/14/25)	\$ 26,705.30	\$ 4,712.70	\$ 31,418.00
Total Requested to Date – Division 2	\$ 244,988.03	\$ 43,233.17	\$ 288,221.20
Amount paid previously – Division 2	\$ 218,282.73	\$ 38,520.47	\$ 256,803.20
Amount due this pay request – Division 2	\$ 26,705.30	\$ 4,712.70	\$ 31,418.00
Amount remaining - Division 2	\$ 47,496.97	\$ 8,381.83	\$ 55,878.80

Division 3 Approved Agreement Amount	\$ 866,400.00	\$ 0.00	\$ 866,400.00
Pay Request #1 (02/22/24)	\$ 22,529.45	\$ 0.00	\$ 22,529.45
Pay Request #2 (03/14/24)	\$ 17,857.06	\$ 0.00	\$ 17,857.06
Pay Request #3 (04/11/24)	\$ 33,524.00	\$ 0.00	\$ 33,524.00
Pay Request #4 (05/23/24)	\$ 41,203.75	\$ 0.00	\$ 41,203.75
Pay Request #5 (06/13/24)	\$ 20,341.50	\$ 0.00	\$ 20,341.50
Pay Request #6 (07/25/24)	\$ 22,602.00	\$ 0.00	\$ 22,602.00
Pay Request #7 (08/08/24)	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Pay Request #8 (09/12/24)	\$ 14,652.25	\$ 0.00	\$ 14,652.25
Pay Request #9 (10/10/24)	\$ 12,899.75	\$ 0.00	\$ 12,899.75
Pay Request #10 (11/14/24)	\$ 27,251.85	\$ 0.00	\$ 27,251.85
Pay Request #11 (12/12/24)	\$ 18,560.00	\$ 0.00	\$ 18,560.00
Pay Request #12 (03/27/25)	\$ 73,158.50	\$ 0.00	\$ 73,158.50
Pay Request #13 (05/22/25)	\$ 107,880.35	\$ 0.00	\$ 107,880.35
Pay Request #14 (06/12/25)	\$ 18,330.25	\$ 0.00	\$ 18,330.25
Pay Request #15 (07/10/25)	\$ 12,420.50	\$ 0.00	\$ 12,420.50
Pay Request #16 (08/14/25)	\$ 49,567.00	\$ 0.00	\$ 49,567.00
Total Requested to Date – Division 3	\$ 510,246.96	\$ 0.00	\$ 510,246.96
Amount paid previously – Division 3	\$ 460,679.96	\$ 0.00	\$ 460,679.96
Amount due this pay request – Division 3	\$ 49,567.00	\$ 0.00	\$ 49,567.00
Amount remaining - Division 3	\$ 356,153.04	\$ 0.00	\$ 356,153.04
Total Amount Requested to Date	\$ 1,118,472.15	\$ 406,470.29	\$ 1,524,942.44
Total Amount Paid Previously	\$ 1,042,199.85	\$ 401,757.59	\$ 1,443,957.44
Total Amount due this pay request	\$ 76,272.15	\$ 4,712.70	\$ 80,985.00
Total Amount Remaining on Contract	\$ 403,662.85	\$ 8,394.71	\$ 412,057.56

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



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: August 14, 2025

RE: Resolution Approving Professional Service Agreement with RES LLC for Bid Package and Support Services - \$39,017.00

SYNOPSIS:

Staff worked with Resource Environmental Services, who developed plans and specifications for the implementation of the Greenbelt Management Plan between 80th Street and interstate 80/35. This project included the removal of invasive trees, shrubs and grasses, most of which were white mulberries, trees of heaven, honeysuckles and reed canary grass. Staff have since initiated this natural resource management along Little Walnut Creek between Alive Road and Warrior Lane.

In the summer and fall of 2024, staff have forestry mulched invasive honeysuckle, removed invasive trees and numerous foliar spraying applications occurred in 2024-2025 north of the creek. On the southern side of the creek, the natural resource team is struggling with extremely steep, dangerous terrain, access difficulties, and insufficient personnel.

Staff requested assistance from Resource Environmental Services to develop a bid package and related support services for ecological restoration associated with Little Walnut Creek. The proposal provided by RES includes a complete tree survey for the project, identifying trees for salvage/re-use in stream restoration and assisting with developing a bid package for invasive brushing and tree removals to be completed by contractors.

Staff recommends approval of the Professional Service Agreement with RES in the amount of \$39,017 for the Little Walnut Creek Project.

Attachments:

1. Resolution Awarding Professional Service Agreement
2. Little Walnut Creek Planning_RES Proposal_2025-07-09

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICE AGREEMENT WITH
RESOURCE ENVIRONMENTAL SOLUTIONS LLC (RES) RELATED TO BID PACKAGE
AND SUPPORT SERVICES FOR LITTLE WALNUT CREEK GREENBELT ECOLOGICAL
RESTORATION

WHEREAS, the City currently has a contract with Resource Environmental Solutions LLC (RES) for services related to Greenbelt Ecological Restoration Management projects;

WHEREAS, the City has been working to restore the Clive Greenbelt between 80th Street and Interstate 80/35 and desires bid package and support services for Little Walnut Creek between Alice Road and Warrior Lane; and

WHEREAS, the City believes it will be beneficial to the overall outcome of the project if Resource Environmental Solutions due to its previous experience working on the planning and restoration of the Greenbelt between 80th Street and Interstate 80/35; and

WHEREAS, the City wishes to approve a professional services agreement to undertake this work; and

WHEREAS, the City has worked with Resource Environmental Solutions to come to an agreement regarding the scope of services for this work.

NOW, THEREFORE, be it resolved by the City Council of Clive that the City of Clive, Iowa authorizes the professional services agreement with Resource Environmental Solutions in an amount of \$39,017 for Little Walnut Creek Greenbelt Restoration for bid package and support services of the Clive Greenbelt and authorizes the Mayor to sign said agreement.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



Minnesota Office
20276 Delaware Avenue
Jordan, MN 55352

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

July 9, 2025

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

**Subject: Little Walnut Creek – Proposal for Bid Package Development and Support Services
(RES PRJ112936)**

Dear Richard,

Thank you for requesting this proposal from Resource Environmental Solutions (RES) for developing a bid package and related support services for ecological restoration and management activities associated with a portion of the City of Clive's Little Walnut Creek project. The following pages summarize our understanding of your requested scope of work and present our proposed approach, project budget, and schedule.

RES appreciates the opportunity to present you with this proposal. Please contact us if you have any questions, comments, or additional needs. We look forward to continuing our work with you and the City of Clive to achieve your conservation goals.

Sincerely,

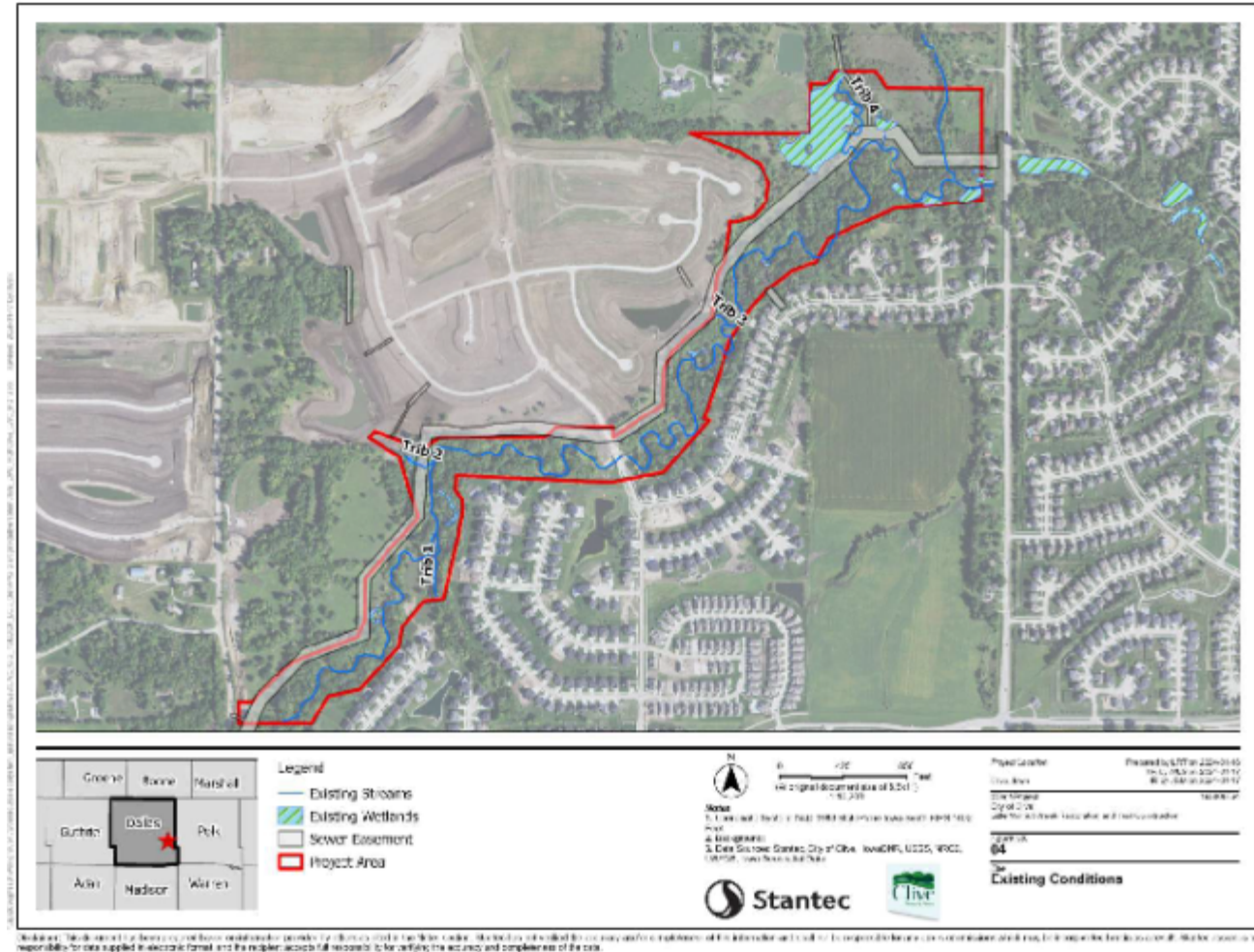
Doug Mensing, MS
Project Director | Senior Ecologist
dmensing@res.us | (612) 202-2252

Benjamin Staehlin, MS
Project Manager | Ecologist 3
bstaehlin@res.us | (773) 251-0960

Project Understanding

The City of Clive has already initiated ecological restoration and management work in an approximately 153-acre project area located along Little Walnut Creek (LWC) in east-central Dallas County within the City of Clive, Iowa. A portion of that project area, located west of Alice's Road, is being pursued as a wetland and stream bank. This proposal relates to approximately 84 acres of land located west of Alice's Road (red-outlined area in Figure 1). The City has requested RES to: 1) provide a proposal for RES to complete an invasive tree survey for the project area and identify select trees for salvage/re-use in a separate stream restoration project, and 2) assist with developing a bid package for select work elements (brushing and tree removals) to be completed by contractors.

Figure 1. Little Walnut Creek - Project Area West of Alice's Road (from Stantec report, 2024)



The following section presents the anticipated scopes of work for two separate efforts (listed in the order we anticipate them being executed):

- Scope 1 – Tree Survey by RES
- Scope 2 – Brushing and Tree Removals

Scopes of Work

Scope 1 – Tree Survey by RES

Task 1a. Refine Details of Tree Survey and Marking

RES will review the materials developed for the project to date, including the previous inventories of natural resources (including native tree survey data collected by Stantec), restoration plans (prepared by Stantec), and the RES field data collected in 2024. RES will work with the City to minimize duplication of effort with Stantec's existing native tree survey data, confirm limits of tree survey work (currently understood to encompass both the north and south side of LWC within the project area, Figure 1), and confirm the species and minimum size tree for RES to survey (currently understood to consist of invasive species (e.g., white mulberry, Siberian elm, Callery pear) $\geq 6"$ diameter at breast height, or DBH).

Deliverables: a) none

Task 1b. Conduct Tree Survey and Select Salvage Trees

RES ecologists will survey all invasive trees $\geq 6"$ DBH within the project area (Figure 1) using a global positioning system (GPS) unit capable of sub-meter accuracy. RES-surveyed invasive trees will be field-marked with a dot of spray paint. This information, coupled with Stantec's existing survey of native trees, will result in a comprehensive list and map of trees (identified by species and DBH). Following the field effort, and using the survey data, RES will provide to the City a list of selected tree boles and root wad specimens for salvage and re-use in the stream restoration project, considering the quantity and dimensions specified by Stantec. RES will prioritize appropriate trees within the LoD, then invasive trees outside the LoD. Please note that Sheet 3 ("Quantities") of Stantec's January 2024 plan set is blank; RES will need the quantity and dimensions of woody material required by the plans in order to recommend tree boles and root wads for salvage. RES assumes the City will review the list and field-mark select trees for either tree bole or root wad salvage to be used by the contractor selected to implement Scope 2.

Deliverables: a) GPS survey of field-marked invasive trees $\geq 6"$ DBH within the project area; b) list and figure of all surveyed trees (native and non-native); c) list and figure showing selected tree boles and root wads for salvage and use in stream restoration project

Scope 2 – Brushing and Tree Removals

Task 2a. Refine Details of Brushing and Tree Removal Bid Package

RES will review the materials developed for the project to date, including the previous inventories of natural resources, restoration plans (prepared by Stantec), and the RES field data collected in 2024 and Scope 1. RES will work with the City to confirm limits of work for brushing (currently understood to encompass only the south side of LWC within the project area, Figure 1). RES will also work with the City to confirm limits of work for tree removals (currently understood to encompass both the north and south side of LWC within the project area, Figure 1) and identify the location to store salvaged woody material. RES will review essential project logistics with the City, including approved Contractor staging areas, acceptable points of access, acceptable disposition of cut materials, and preferred schedule for execution of work (tree removal is anticipated to occur in Q4 2025, in compliance with protection of rare bat species). RES will coordinate with the City to determine approved methods and appropriate performance standards to be achieved and other project goals to be addressed under this bid package.

Deliverables: (assimilated into Task 2b deliverables): a) figure showing delineation of project area, staging and access locations, and storage area(s) for salvaged woody material; b) list and figure showing surveyed trees to be removed and which specimens (boles or root wads) will be salvaged for the stream restoration project; c) project schedule, and performance standards

Task 2b. Prepare Brushing and Tree Removal Technical Bid Materials

RES will prepare technical plans (figures) and specifications for the associated restoration and management tasks, including brushing, tree removal, and salvage tasks. Plans and specifications will include the following: plans showing project extent and trees surveyed for removal, protection, and salvage; task list and anticipated schedule for the duration of the project; required contractor submittals; execution instructions for each task; performance standards for each task; and a bid tab for project costing to be completed by bidders. RES will also provide an Opinion of Probable Cost to the City for the bid package scope of work. RES will provide to the City a draft of the technical bid materials and one round of revisions. RES assumes the City will develop all front-end specifications and other documentation required for the formal bid package.

Deliverables: a) technical plans and specifications for all brushing, tree removal, and salvage tasks; b) bid tab for contractor costing; c) Opinion of Probable Cost

Budget

Based on our understanding of the City's needs and the above scope of work, RES estimates the following costs to complete the project.

Task Description	RES Labor (\$)	RES Expenses (\$)	Total Budget (\$)
Task 1a. Refine Details of Tree Survey and Marking	\$ 4,384	\$ -	\$ 4,384
Task 1b. Conduct Tree Survey and Select Salvage Trees	\$ 14,352	\$ 2,455	\$ 16,807
Task 2a. Refine Details of Brushing and Tree Removal Bid Package	\$ 5,420	\$ -	\$ 5,420
Task 2b. Prepare Brushing and Tree Removal Technical Bid Materials	\$ 12,406	\$ -	\$ 12,406
Totals	\$ 36,562	\$ 2,455	\$ 39,017

Note: Actual effort (and associated cost) may vary from the assumptions used to develop the above budget table; therefore, work on a particular task may require additional time/cost. However, the Project Total budget shown above will not be exceeded without prior authorization by the City of Clive. If the project scope can be completed with less effort than represented above, the City will not be invoiced for the full Project Total.

Schedule

Execution of the above scopes of work will require coordination with City of Clive staff. Assuming prompt responses to questions and draft submittals, RES proposes the following schedule:

- Task 1a. Refine Details of Tree Survey and Marking: July-Aug 2025
- Task 1b. Conduct Tree Survey and Select Salvage Trees: Aug 2025
- Task 2a. Refine Details of Brushing and Tree Removal Bid Package: July-Aug 2025
- Task 2b. Prepare Brushing and Tree Removal Technical Bid Materials: Aug-Sept 2025

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is entered into effective as of ____ (the “**Effective Date**”), by and between the City of Clive, Iowa, with offices located at 1900 NW 114th Street, Clive, IA 50325 (hereinafter called “**Customer**”), and HGS, LLC, with its principal place of business located at c/o Resource Environmental Solutions, LLC, 6575 West Loop South, Suite 300, Bellaire, Texas 77401 (hereinafter called “**RES**” and, together with Customer, the “**Parties**” and, each individually, a “**Party**”).

RECITALS

WHEREAS, Customer desires to engage RES to provide the Services (defined below), and RES is willing to perform such Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Scope of Services. RES shall perform the services described on Exhibit 1 attached hereto (collectively, the “**Services**”). The Parties may agree in writing to amend Exhibit 1 from time to time. If any provision of an Exhibit is inconsistent or conflicts with any provision of this Agreement, the terms of the Exhibit shall control.

2. Prime Contracts. From time to time, Customer may enter into a contract or contracts (each, a “**Prime Contract**”) with an end customer (each such customer, an “**End Customer**”) for the provision of certain services specified therein, a copy of which contract has been provided to RES prior to the Effective Date of this Agreement. If permitted under a Prime Contract, Customer may subcontract to RES its obligation to perform a portion of the services under the Prime Contract. To the extent that the terms of a Prime Contract are agreeable to RES, such terms shall be incorporated into the terms of this Agreement.

3. Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue until the date upon which the Services are completed by RES, unless sooner terminated pursuant to Section 4.

4. Termination.

(a) Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”) in the event the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party fails to commence curing of such breach after receipt of written notice of such breach and thereafter fails to diligently continue curing such breach, subject to any delays or interruptions which may occur as a result of unseasonal conditions for planting or any Force Majeure event (as defined in Section 14(a)) in which case the applicable cure period shall be tolled until the unseasonal conditions or Force Majeure Event has subsided.

(b) Notwithstanding anything to the contrary herein, if Customer fails to pay any amount when due hereunder and such failure continues for ten (10) days after Customer’s receipt of written notice of nonpayment, then RES (1) may retain all prior payments received from Customer in relation to the Services (even if such Services have not yet been performed); (2) cease providing Services unless and until such breach is cured to RES’s reasonable satisfaction; and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to Customer.

(c) RES may terminate this Agreement for any reason, with or without cause, on thirty (30) days’ notice to Customer.

(d) Upon expiration or earlier termination of this Agreement, Customer shall pay RES for (i) all Services satisfactorily performed prior to the effective date of termination, including any milestone payments, and (ii)

all costs, including court costs, any attorney's or expert's fees, incurred by RES prior to, and up to, the effective date of termination.

5. Payment to RES.

(a) Customer shall pay RES the amounts set forth on Exhibit 2, which amounts shall become fully due and payable within thirty (30) days after the receipt by Customer of an invoice. Except for invoiced payments that Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

(b) All amounts required to be paid by Customer under this Agreement shall be in US Dollars and paid by check or wire transfer in accordance with instructions to be provided by RES, in good and sufficient funds, or by other method reasonably acceptable to RES.

(c) Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, RES's income, revenues, gross receipts, personnel or real or personal property or other assets.

(d) Customer will not retain any amounts from or set-off against any payment due and payable to RES.

6. Customer's Responsibilities. The Customer shall:

(a) timely respond to any reasonable requests from RES for instructions, information or approvals required by RES to provide the Services.

(b) reasonably cooperate with RES in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable RES' timely provision of the Services, including the right to enter and exit the property on which the Services will be performed (the "**Property**") at such reasonable times to allow such parties to perform the Services.

(c) take all steps necessary, including fully cooperating with RES and obtaining any required licenses, permits or consents, to prevent delay of RES's provision of the Services and to allow RES access to the Property.

7. RES Warranties.

(a) RES warrants that it shall perform the Services (x) in accordance with the terms and subject to the conditions set out in this Agreement; (y) using personnel of required skill, experience and qualifications; and (z) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) RES's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties set forth in Section 7(a) shall be as follows:

i. RES shall use commercially reasonable efforts to promptly cure any such breach; provided, that if such breach is incapable of cure, or with respect to a material breach capable of cure, RES fails to commence to cure such breach after receipt of written notice from the Customer of such breach, or thereafter fails to continue curing such breach with diligence, Customer may, at its option, terminate this Agreement in accordance with Section 43.

ii. The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days following completion of the Services by RES.

(c) EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED FOR IN THIS SECTION 7, RES MAKES NO OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, AND ALL OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES (OTHER THAN THOSE SET FORTH IN THIS SECTION 7) MADE BY ANY OTHER PERSON IN ENTERING INTO THIS AGREEMENT.

8. Limitation of Liability.

(a) IN NO EVENT SHALL RES OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER, OR ANY OTHER THIRD PARTY OR PERSON, FOR CLAIMS OR LOSSES ARISING OUT OF THIS AGREEMENT WHICH EXCEED THE AMOUNT OF RECOVERABLE INSURANCE, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY.

(b) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, BUSINESS OPPORTUNITY OR DIMINUTION IN VALUE, LOSS OF FACILITIES OR RIG DOWNTIME, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT RES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. Insurance. Both Parties shall, during the Term of the Agreement, obtain and maintain the following minimum types and limits of insurance: (i) commercial general liability insurance, including bodily injury and property damage, with coverage limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include contractual liability coverage insuring the activities of each respective Party under this Agreement; (ii) Worker's Compensation insurance as required by statute, with no less than the greater of (i) \$1,000,000 per occurrence, or (ii) the minimum amount required by applicable law; (iii) commercial automobile liability insurance, including bodily injury and property damage, for vehicles used in connection with the performance of the Services, whether owned, leased, or hired by either Party, with limits no less than \$1,000,000, combined single limit per occurrence; and (iv) if RES is supplying engineering and/or design services, professional liability insurance with limits no less than \$1,000,000.00, combined single limit per occurrence, including errors and omissions. All insurance policies of a Party, excluding Workers' Compensation and professional liability, shall name the other Party as an additional insured but only to the extent of those liabilities assumed by a Party under this Agreement, and shall be primary and non-contributory to any insurance otherwise carried in the name of and/or for the benefit of the other Party. Each Party shall require its insurer to waive all rights of recovery from or subrogation against the other Party.

10. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, including, but not limited to, any reports, plans, drawings, specifications, calculations, maps, surveys, plats, blueprints, sketches, notes, data and samples of Disclosing Party ("**Confidential Information**"). The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information and not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees who need to know the Confidential Information to perform its obligations under this Agreement.

11. Indemnification.

(a) RES' INDEMNITY. RES AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES, ITS CONTRACTORS AND SUBCONTRACTORS (OTHER THAN THOSE FALLING UNDER THE UMBRELLA OF THE RES GROUP), AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES (“**CUSTOMER GROUP**”) FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, AND CAUSES OF ACTION (OF EVERY KIND AND CHARACTER AND WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF) (COLLECTIVELY “**CLAIMS**”) THAT ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT AND ARE BEING ASSERTED BY ANY PERSON ON ACCOUNT OF THE BODILY INJURY OR DEATH OF A MEMBER OF RES, ITS AFFILIATES AND SUBCONTRACTORS, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES (“**RES GROUP**”), OR DAMAGE TO OR LOSS OF PROPERTY OF RES GROUP, REGARDLESS OF WHETHER SUCH DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE) OR FAULT, OR STRICT LIABILITY, OF CUSTOMER GROUP, EXCEPTING ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER GROUP.

(b) CUSTOMER'S INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS RES GROUP FROM AND AGAINST ALL CLAIMS THAT ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT AND ARE BEING ASSERTED BY ANY PERSON ON ACCOUNT OF THE BODILY INJURY OR DEATH OF A MEMBER OF CUSTOMER GROUP, OR DAMAGE TO OR LOSS OF PROPERTY OF CUSTOMER GROUP, REGARDLESS OF WHETHER SUCH DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE) OR FAULT, OR STRICT LIABILITY, OF RES GROUP, EXCEPTING ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RES GROUP.

(c) SUBJECT TO SECTION 11(A) AND SECTION 11(B) ABOVE, EACH PARTY AGREES THAT IT SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY THIRD-PARTY CLAIM TO THE EXTENT CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE) OR FAULT, OR STRICT LIABILITY OF THE INDEMNIFYING PARTY'S GROUP (INCLUDING ANY INTENTIONAL OR WILLFUL MISCONDUCT) IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

12. RES Subcontractors. RES, at its sole cost and expense, may subcontract, delegate, or otherwise engage the services of any third-party contractor or subcontractor (each, a “**Subcontractor**”) to perform all or any portion of the Services.

13. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the RES in the course of performing the Services (collectively, the “**Deliverables**”) shall be owned by RES. RES hereby grants Customer a license to use all intellectual property rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

14. Miscellaneous.

(a) Force Majeure. Except for the payment of monetary amounts due pursuant to Section 5 hereof, any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was

unavoidable, which events may include natural disasters, floods, fires, or explosions, strikes, riots, acts of God, diseases, epidemics, pandemics, including the Covid-19 pandemic, or quarantines, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, national, or regional, or local emergencies, governmental shutdowns or disturbances, or adverse determinations from any governing authority (each, a “**Force Majeure Event**”). In addition, RES may (b) cancel the project and any Services performed in connection therewith, without liability, if such cancellation is (i) recommended or required by any recognized governmental or regulatory body or non-governmental organization having at least a city-wide reputation for protecting public health and welfare, or (ii) in the judgment of RES required to protect the health and well-being of any employees, officers, directors, agents or representatives of RES. The Party alleging a Force Majeure Event shall give the other Party prompt written notice of any event or circumstance resulting in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. The Party affected by a Force Majeure Event shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

(b) Amendments. This Agreement may not be changed, amended or modified except by an instrument in writing signed by all Parties.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the state in which the project site is located, without reference to choice of law provisions.

(d) Counterparts; Execution. This Agreement may be executed in multiple counterparts, including a facsimile or PDF scanned version thereof, each of which when so executed will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. Each Party represents that the person signing this Agreement on its behalf is duly authorized to sign.

(e) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the physical or electronic mail addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

(f) Severability; Waiver; Entire Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. This Agreement (including any schedule, exhibits, or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the provision of the Services.

(g) No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

(h) Assignment; Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either Party to (A) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (B) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party’s obligations under any secured credit facility.

(i) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(j) Equal Opportunity Clause. To the extent not exempt, Customer and RES will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or status as a qualified individual with a disability. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or status as a qualified individual with a disability. To the extent not exempt, Customer and RES will also comply with the requirements of 29 CFR Part 471, Appendix A.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Customer and RES have executed this Agreement effective as of the Effective Date.

RES:

HGS, LLC dba RES

By: _____
Name: William Stoll
Title: Regional Manager, Region 4

Address:
6575 West Loop South, Suite 300
Bellaire, Texas 77401

Attn: William Stoll
Email: wstoll@res.us

With copies of all notices to:

c/o Resource Environmental Solutions, LLC
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Legal Department
Email: contracting@res.us

IN WITNESS WHEREOF, Customer and RES have executed this Agreement effective as of the Effective Date.

CUSTOMER:

City of Clive, Iowa

By: _____
Name: Richard Brown

Address:

1900 NW 114th Street
Clive, IA 50325

Attn: _____
Email: RBrown@cityofclive.com

EXHIBIT 1

SERVICES

1. Services.

See proposal.

2. Project Schedule.

See proposal.

3. Project Documentation.

Customer has provided to RES the following documentation, plans, specifications, or other materials relating to the Project:

- Clive Little Walnut Creek Greenbelt Ecological Restoration Plan (Stantec 2024)
- Mitigation Bank Instrument - Little Walnut Creek Stream and Wetland Mitigation Bank (Stantec 2024)
- Vegetation Management Plans (East & West, Stantec)
- City of Clive - Little Walnut Creek East of Alice's Road Stream Restoration Project (plans & specs, Stantec 2023)
- Little Walnut Creek Stream and Mitigation Bank (East & West) Invasives Management Timeline and Cost Estimate (Stantec)
- Native tree survey (Stantec)

EXHIBIT 2
COMPENSATION

1. **PAYMENT.**

Customer shall pay to RES the following amount(s):

See proposal.

☐ Time and Materials Basis, pursuant to the Schedule of Time and Material Rates attached to this Purchase Order.

☒ Time and Materials Basis, not to exceed [see proposal], and pursuant to the Schedule of Time and Material Rates attached to this Purchase Order.

☐ Lump Sum Basis, equal to [\$ Numerical Amount], payable as follows:

Milestone/Date	Payment Amount
	\$ Numerical Amount

☐ Cost Plus Fixed Fee, equal to [Cost \$ Numerical Amount and Fee \$ Numerical Amount]

☐ Other: Describe other type of compensation not listed above.

2. **REIMBURSABLE EXPENSES.**

Customer shall pay to RES the following reimbursable expenses:

See proposal.

3. **INVOICING.**

RES shall invoice Customer on a monthly basis.



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 14, 2025

RE: Resolution Approving Proposal for Installation of Streetlights on Alice's Road Reconstruction Project - Phase 1A - MidAmerican Energy Company - \$210,107.77

SYNOPSIS:

Construction is currently in progress on the Alice's Road Reconstruction Project – Phase 1A. This project includes the widening of Alice's Road from the south corporate limit to south of Dellwood Drive. Upon completion of the reconstruction streetlights will need to be installed.

Staff has received a proposal from MidAmerican Energy Company to install new streetlights once the construction is completed. The proposal includes providing and installing 10 single mast poles and 18 twin mast poles to provide the necessary lighting for the reconstructed street. The estimated cost for the installation is \$210,107.77. Since the project is over \$100,000, we are required by the tariff to pay actual cost upon completion of the work. The work on Alice's Road Phase 1A is a joint project between Clive and Waukee and the costs of the streetlights will be split 50/50 with Waukee.

MidAmerican Energy Company provided a quote for the work. Staff recommends approval of the quote from MidAmerican Energy Company in the amount of \$210,107.77 to provide and install the streetlights on Alice's Road Reconstruction Project - Phase 1A.

Please feel free to contact Jeff May, Public Works Director, prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.

Attachments:

1. Resolution - 08-14-25 - Alice's Road Phase 1A Street Lights - MidAmerican Energy Company - \$210,107.77
2. 08-14-25 - Alice's Road Phase 1A Street Lights - Proposal - 4710139 - Alice Road STLT_
3. 08-14-25 - Alice's Road Phase 1A Street Lights - Design Maps

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT WITH
MIDAMERICAN ENERGY COMPANY FOR
STREETLIGHTS ON ALICE'S ROAD
RECONSTRUCTION PROJECT - PHASE 1A**

WHEREAS, the City of Clive (the "City") desires to enter into an agreement with MidAmerican Energy regarding the installation of streetlights in the City right-of-way on Alice's Road between the south corporate limit and south of Dellwood Drive.

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

The Agreement between the City of Clive and MidAmerican Energy Company is hereby approved by the Clive City Council, and the Mayor is authorized to execute such Agreement on behalf of the City of Clive, and the City Clerk to attest to his signature.

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

7/23/2025

City of Clive
Attention: Jeff May
jmay@cityofclive.com

Dear City of Clive:

Enclosed is our streetlight proposal to install (10) Single mast poles and (9) Twin mast poles to provide streetlights on Alice's Road in Clive, IA. MX: 4710139

This proposal includes the installation of streetlights on:

Alice's Road

We Propose To:

Install:	10	250W	LED equivalent standard luminaires on ten single mast steel poles
Install:	18	250W	LED equivalent standard luminaires on nine twin mast steel poles

The cost for MidAmerican Energy Company to install these streetlights is \$210,107.77. The cost will be invoiced to the City upon completion. Since this project is over \$100,000.00 you are required by the tariff to pay actual cost upon completion of the work. If this project is less than the original estimate you will be refunded the difference and conversely you will be charged any amount above the estimated cost stated in this agreement.

These lights will be installed on steel poles and served by underground conductors, but will be billed to the city at the wood pole, overhead rate because the developer has agreed to pay the streetlight facilities charge.

MidAmerican Energy Company's street light proposal is based on the approved street light analysis provided by the City. **MidAmerican Energy Company will install the lights based on the staked locations provided in the field by the customer.**

Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees may not be offset by Revenue Credit and are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution. If a permit is required for design approval and the local government agency requests a modification of the proposed design, any additional cost incurred will be paid by the applicant and conversely if the modification results in a lower cost a refund will be issued.

7/23/2025

Page 2

If this proposal is satisfactory, please sign and return one (1) copy to me. MidAmerican Energy Company will release the work for scheduling upon receipt of the signed proposal, and site readiness. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

If you have any questions, please contact me at 515-281-2951.

Sincerely,
MidAmerican Energy Company

Toby Korner

Toby Korner
Customer Project Coordinator II

Enclosures – Design Map

Accepted By: _____

Date: _____ Date Service Required: _____



Electrical Distribution Design for: MX4710139

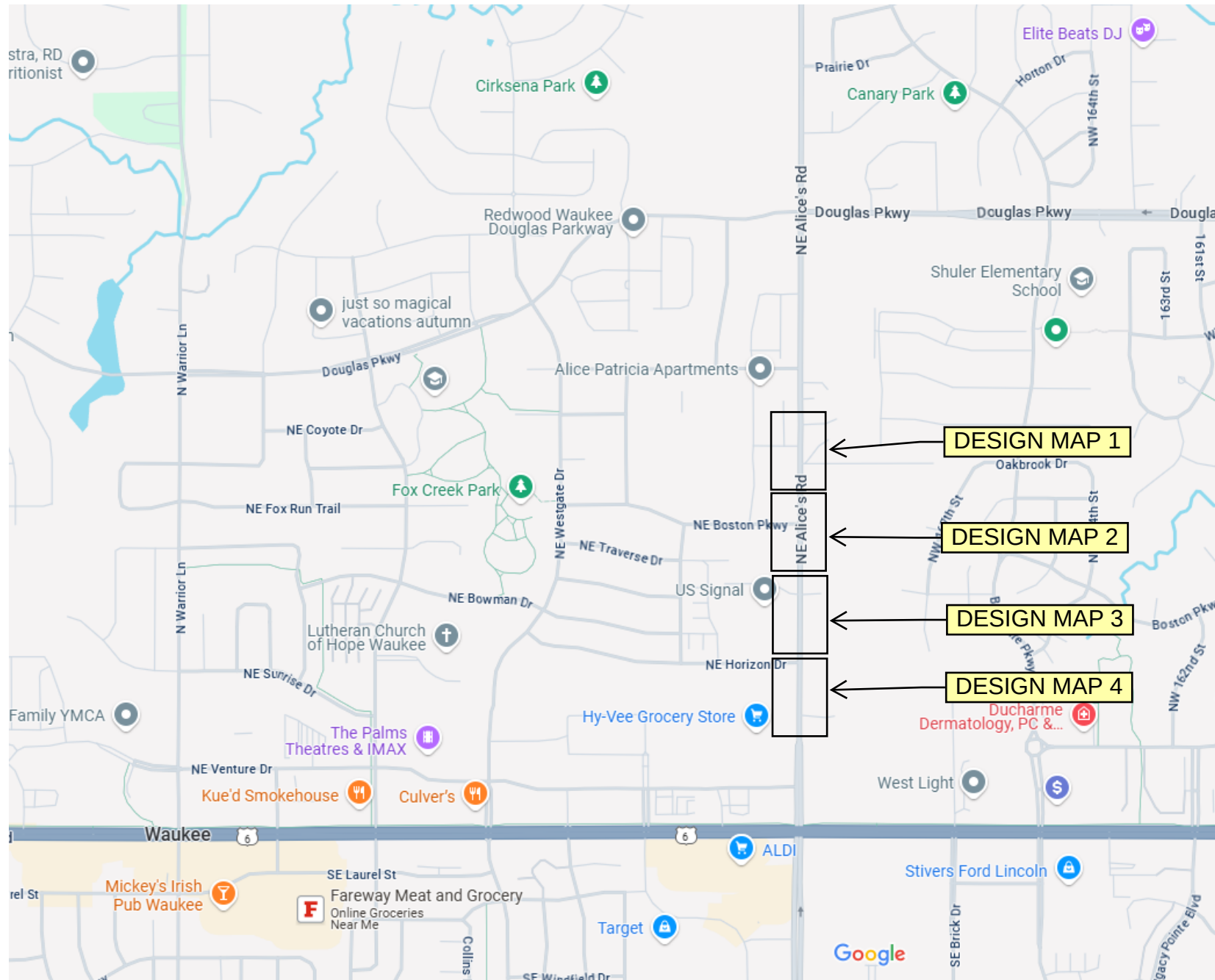
Alices Road Streetlights

Scope: Install 10 single-head streetlights, 9 double-head streetlights, 2,750 ft of underground conductor, and one overhead transformer.

CUSTOMER SHALL PROVIDE THE FOLLOWING	
X	911 ADDRESSES
X	EASEMENTS & EASEMENT DESCRIPTION (METES & BOUNDS), MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
X	STAKING FOR STREETLIGHT PLACEMENT
X	STAKED LOT CORNERS & SIDELOT MID-POINTS
X	TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
X	FINAL GRADE PRIOR TO CONSTRUCTION
X	CLEARING AND GRUBBING IN EASEMENT AND/OR ROW
X	UNOBSTRUCTED PATH FOR CONSTRUCTION EQUIPMENT
X	10' LEVEL AND CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
X	SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
X	TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
X	ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS SEE APPENDIX B-1, PAGE 89 IN 2014 ELECTRIC SERVICE MANUAL
CUSTOMER CONDUIT INSTALLATION	
X	CONDUIT SHALL BE SCH 40 RIGID PVC PER NEMA TC-2 OR SCH 40 HDPE COILABLE CONDUIT IN GRAY OR BLACK W/ RED STRIPE
X	ALL SWEEPS 4" OR LESS IN DIAMETER SHALL BE STANDARD WALL FIBERGLASS PER NEMA TC14A W/ FACTORY ASSEMBLED PLASTIC COUPLINGS ON EA. END TO MATE PVC OR HDPE SCH 40 CONDUIT
X	ALL SWEEPS GREATER THAN 4" IN DIAMETER SHALL BE METAL WITH GROUND LUGS AND MUST BE BONDED WHERE EXPOSED
X	ALL 90° SWEEPS MUST HAVE A MINIMUM 48" BEND RADIUS
X	ENDS SHALL BE STUBBED ABOVE GRADE W/ PULL TAPE VISIBLE
X	ALL PRIMARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 42" AND MAXIMUM DEPTH OF 48"
X	ALL SECONDARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 30" AND A MAXIMUM DEPTH OF 36"
X	NO CONDUIT SYSTEM SHALL HAVE MORE THAN 270° IN ONE PULL
X	CUSTOMER INSTALL SYNTHETIC 1/4" 500LB TEST PULL LINE IN DUCT
X	CONTACT CUSTOMER TECHNICIAN WHEN CONDUIT INSTALL COMPLETE
FIND ELECTRIC SERVICE MANUAL AT: https://www.midamericanenergy.com/content/pdf/elec_srv_manual.pdf	



CITY AND/OR CIVIL TO STAKE ALL STLT POLES PRIOR TO CONSTRUCTION.

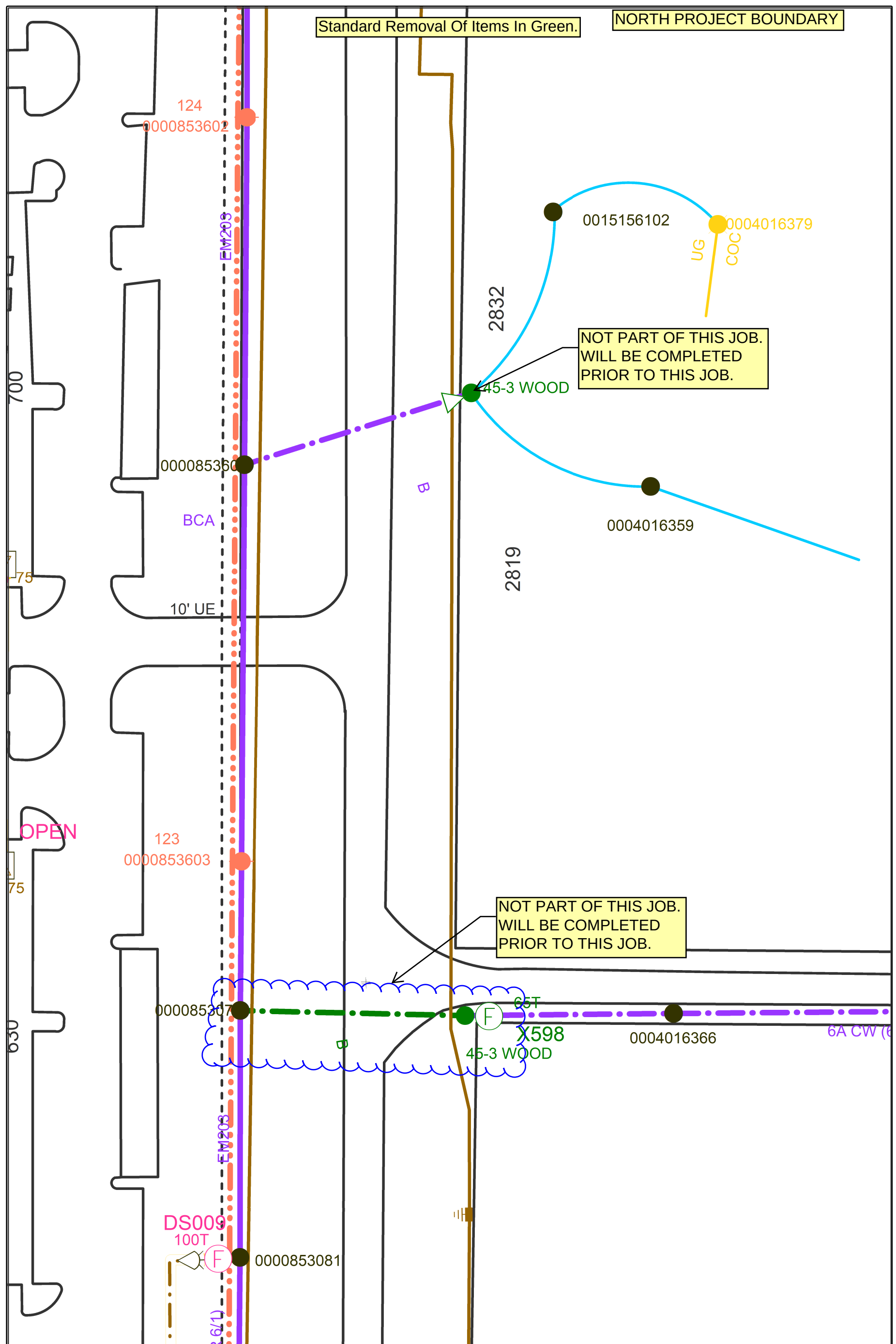


LEGEND	
GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD FUSE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSER
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 4-BAY SWITCHGEAR
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN-GUY
	EXISTING STREETLIGHT
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	1 RUN CUSTOMER INSTALLED DUCT
INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED
REMOVALS	REMOVALS ARE DISPLAYED IN GREEN

Removal Map 1

Standard Removal Of Items In Green.

NORTH PROJECT BOUNDARY



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STLT's

$$X = 1543917 \quad Y = 592158$$

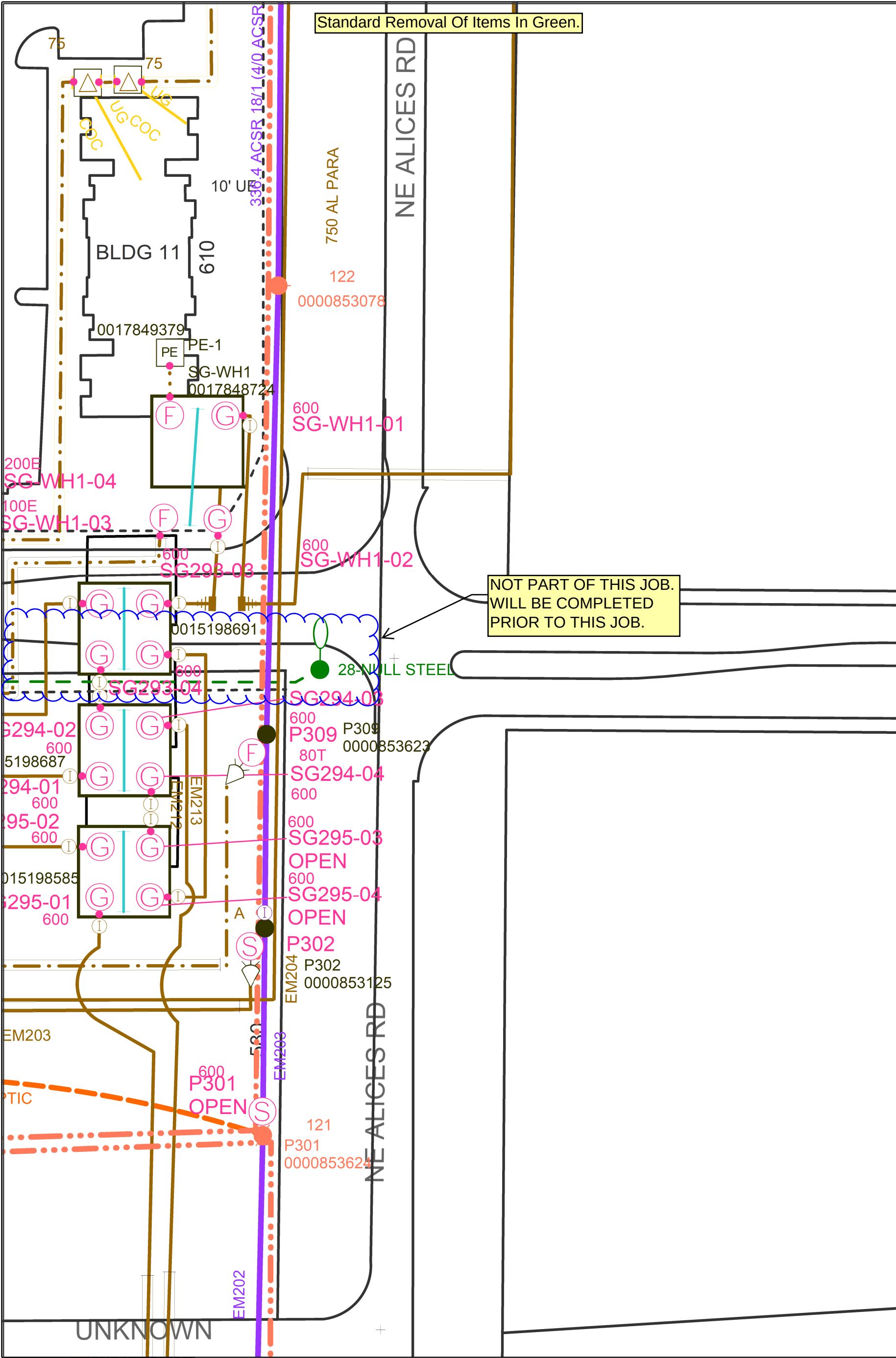


WMS_REV:4710139-1
Date: 7/17/2025
Scale: 1 IN = 50 FT
Designer: BENJAMIN L DAVIDSON

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Removal Map 2

Standard Removal Of Items In Green.



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STLT's

X = 1543917 Y = 592158

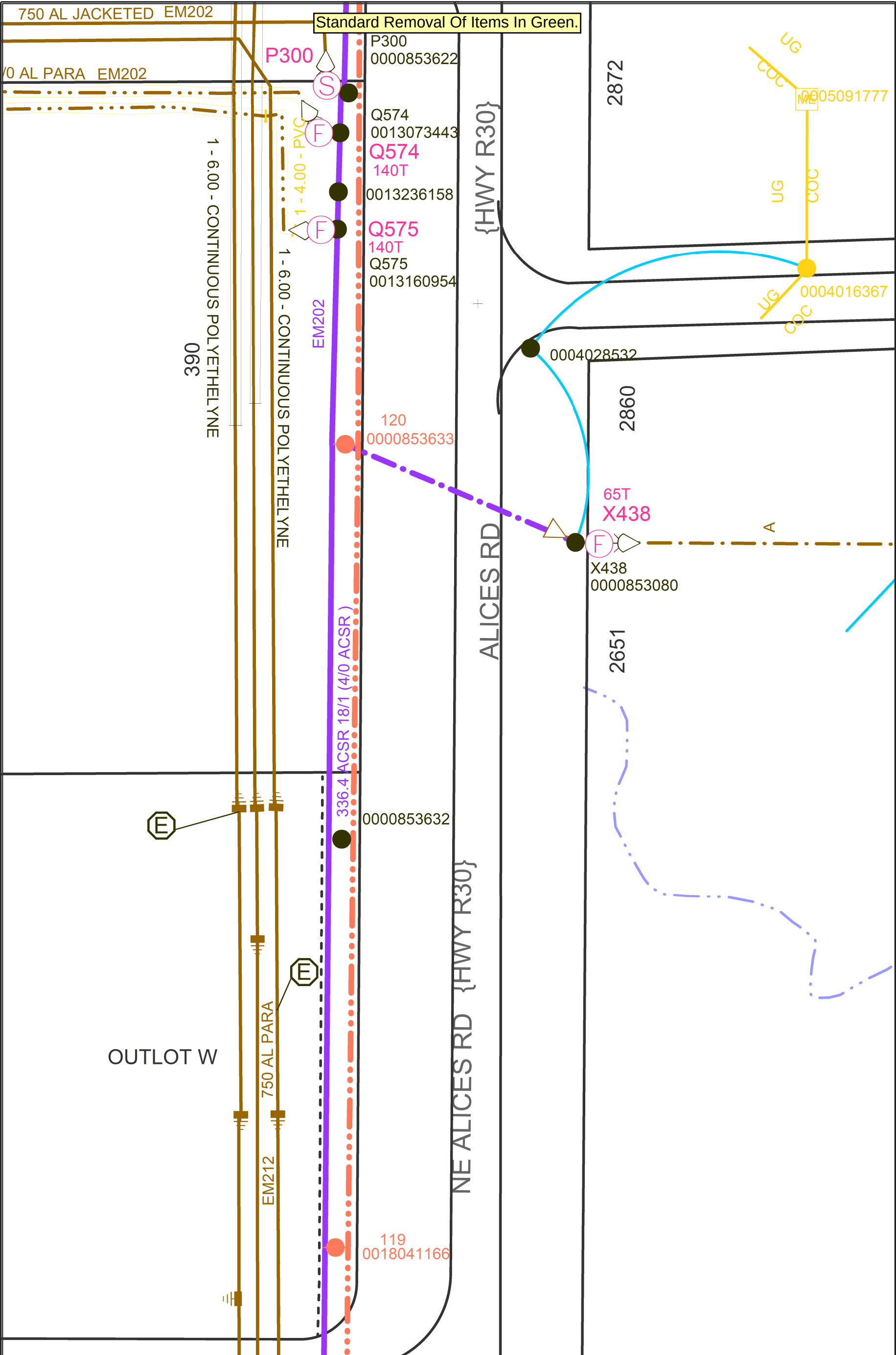


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DISCLAIMER OF LIABILITY

Removal Map 3



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STLT's

X = 1543917 Y = 592158



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DISCLAIMER OF LIABILITY

Removal Map 4

Standard Removal Of Items In Green.

NOT PART OF THIS JOB.
WILL BE COMPLETED
PRIOR TO THIS JOB.

SOUTH PROJECT BOUNDARY



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STLT's

X = 1543917 Y = 592158



WMS_REV:4710139-1
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Scale: 1 IN = 50 FT
Designer: BENJAMIN L DAVIDSON

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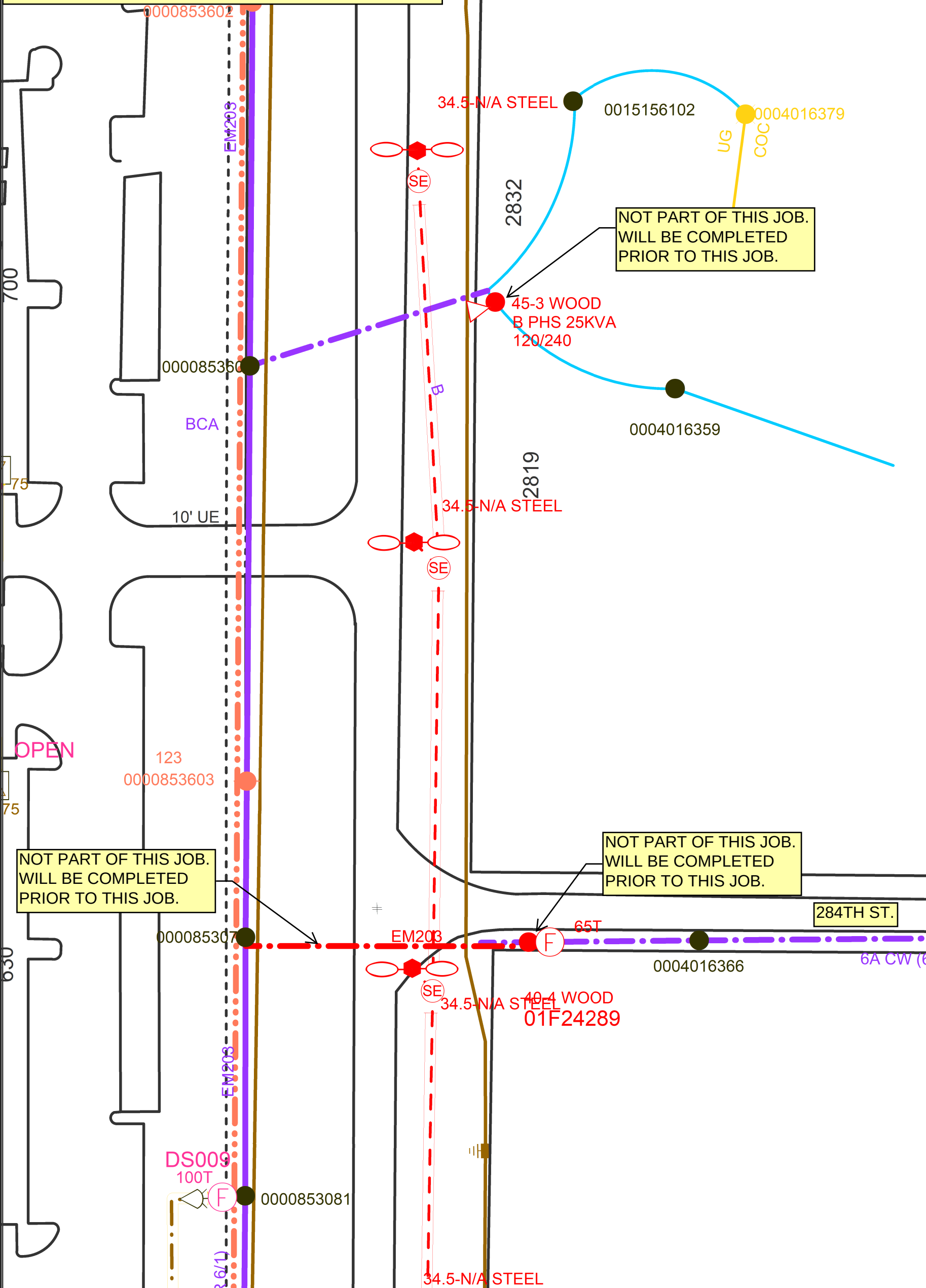
DISCLAIMER OF LIABILITY

Install Map 1

FOR ALL STREETLIGHTS SINGLE AND DOUBLE MAST:

- 31' GALVANIZED DIRECT BURIED POLE
- TYPE II 250W LUMINAIRES - GREY
- SECONDARY ENCLOSURE AT EACH POLE
- 1/0 TX IN 2" CONDUIT TO ALL STLTS

NORTH PROJECT BOUNDARY



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STL'ts

X = 1543917 Y = 592158



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DISCLAIMER OF LIABILITY

Install Map 2

FOR ALL STREETLIGHTS SINGLE AND DOUBLE MAST: - 31' GALVANIZED DIRECT BURIED POLE - TYPE II 250W LUMINAIRES - GREY - SECONDARY ENCLOSURE AT EACH POLE - 1/0 TX IN 2" CONDUIT TO ALL STLTS
--

- 31' GALVANIZED DIRECT BURIED POLE
- TYPE II 250W LUMINAIRES - GREY
- SECONDARY ENCLOSURE AT EACH POLE
- 1/0 TX IN 2" CONDUIT TO ALL STLTS

WP 1 - NEW 25 KVA
"C" PHASE
TRANSFORMER.
NEW SECONDARY
RISER WITH 4/0 TX
FROM WP 1 TO
"SE" AT WP 21

WP 21 - SECONDARY
ENCLOSURE - 4 WAY
INTERSECTION FROM
TRANSFORMER.

200E
SG-WH1-04
100E
SG-WH1-03

6294-02
 600
 5198687
 294-01
 600
 295-02
 600

6295-01
600

EM203

OPTIC

MIDAMERICAN
ENERGY COMPANY

Cust: Todd Knox
 Addr: Alices Rd. NE Horizon, to Del
 City: CLIVE

Job Desc: CLIVE Alice's Rd Phase1A STLT's

$$X = 1543917 \quad Y = 592158$$

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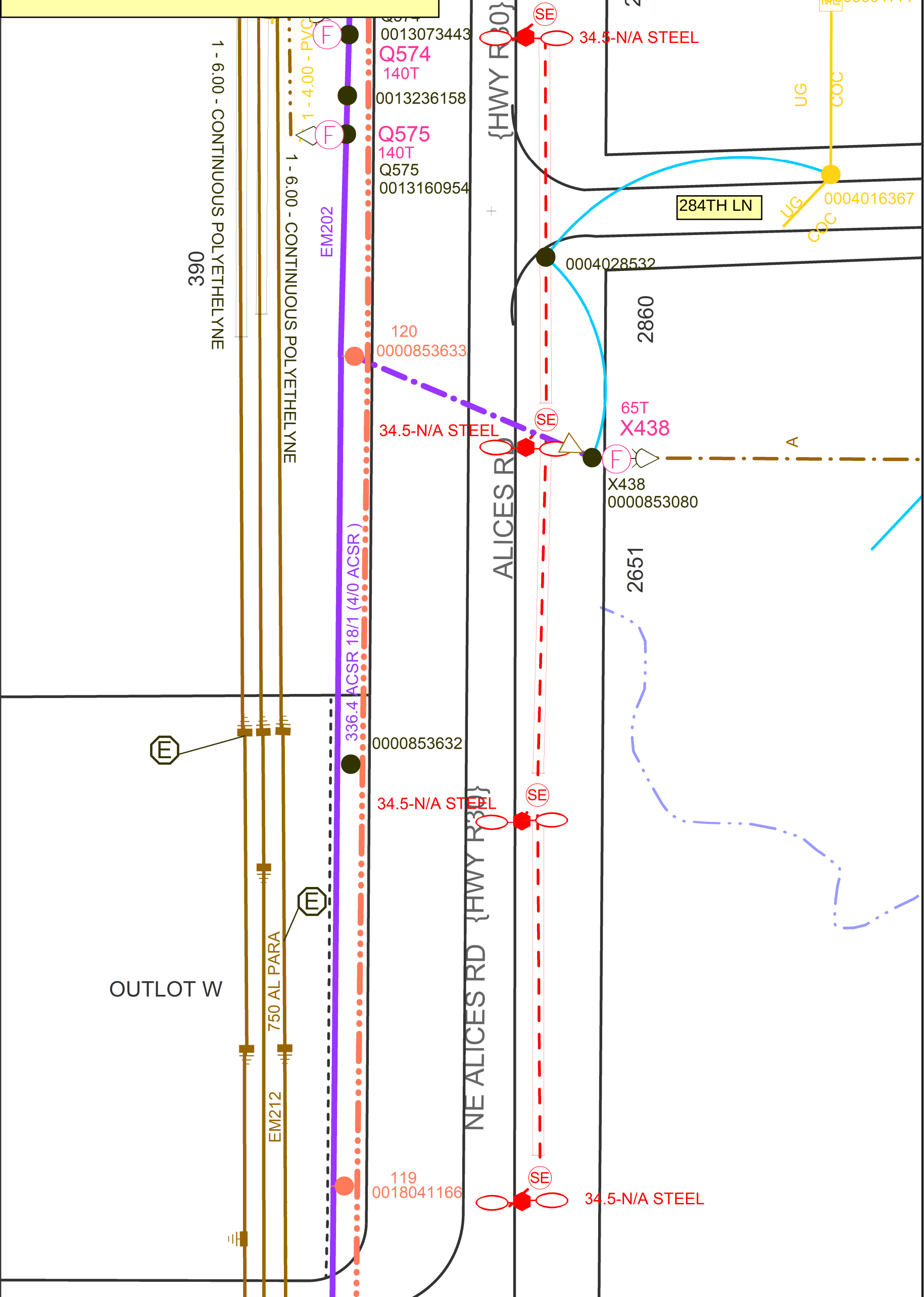
DISCLAIMER OF LIABILITY

Install Map 3

FOR ALL STREETLIGHTS SINGLE AND DOUBLE MAST:

- 31' GALVANIZED DIRECT BURIED POLE
- TYPE II 250W LUMINAIRES - GREY
- SECONDARY ENCLOSURE AT EACH POLE
- 1/0 TX IN 2" CONDUIT TO ALL STLTS

- 31' GALVANIZED DIRECT BURIED POLE
- TYPE II 250W LUMINAIRES - GREY
- SECONDARY ENCLOSURE AT EACH POLE
- 1/0 TX IN 2" CONDUIT TO ALL STLTS



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STLT's

$$X = 1543917 \quad Y = 592158$$



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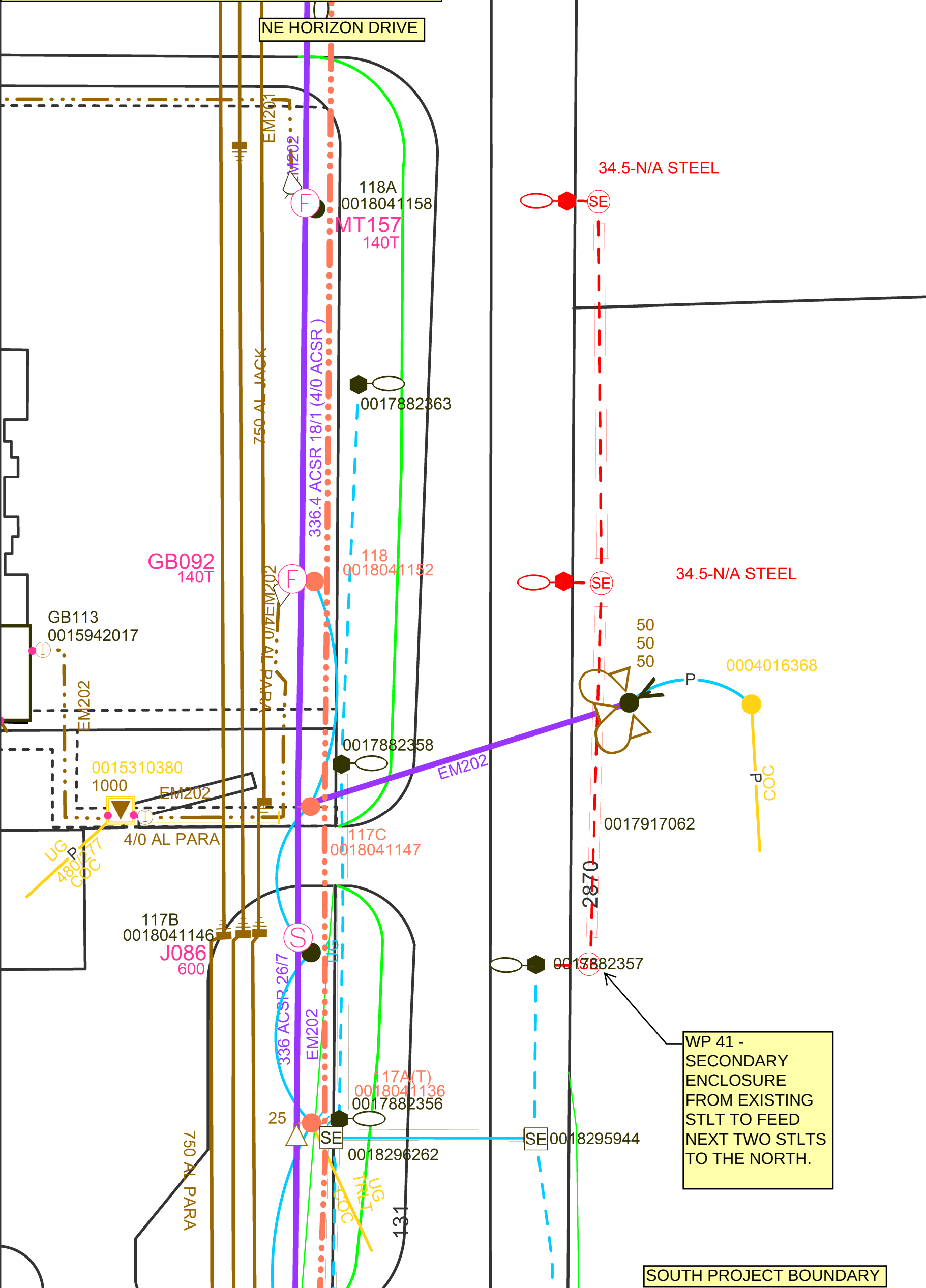
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Install Map 4

FOR ALL STREETLIGHTS SINGLE AND DOUBLE MAST: - 31' GALVANIZED DIRECT BURIED POLE - TYPE II 250W LUMINAIRES - GREY - SECONDARY ENCLOSURE AT EACH POLE - 1/0 TX IN 2" CONDUIT TO ALL STLTS
--

- 31' GALVANIZED DIRECT BURIED POLE
- TYPE II 250W LUMINAIRES - GREY
- SECONDARY ENCLOSURE AT EACH POLE
- 1/0 TX IN 2" CONDUIT TO ALL STLTS



MIDAMERICAN
ENERGY COMPANY

Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Job Desc: CLIVE Alice's Rd Phase1A STLT's

X = 1543917	Y = 592158
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Date: 7/17/2025
Scale: 1 IN = 50 FT
Designer: BENJAMIN L DAVIDSON

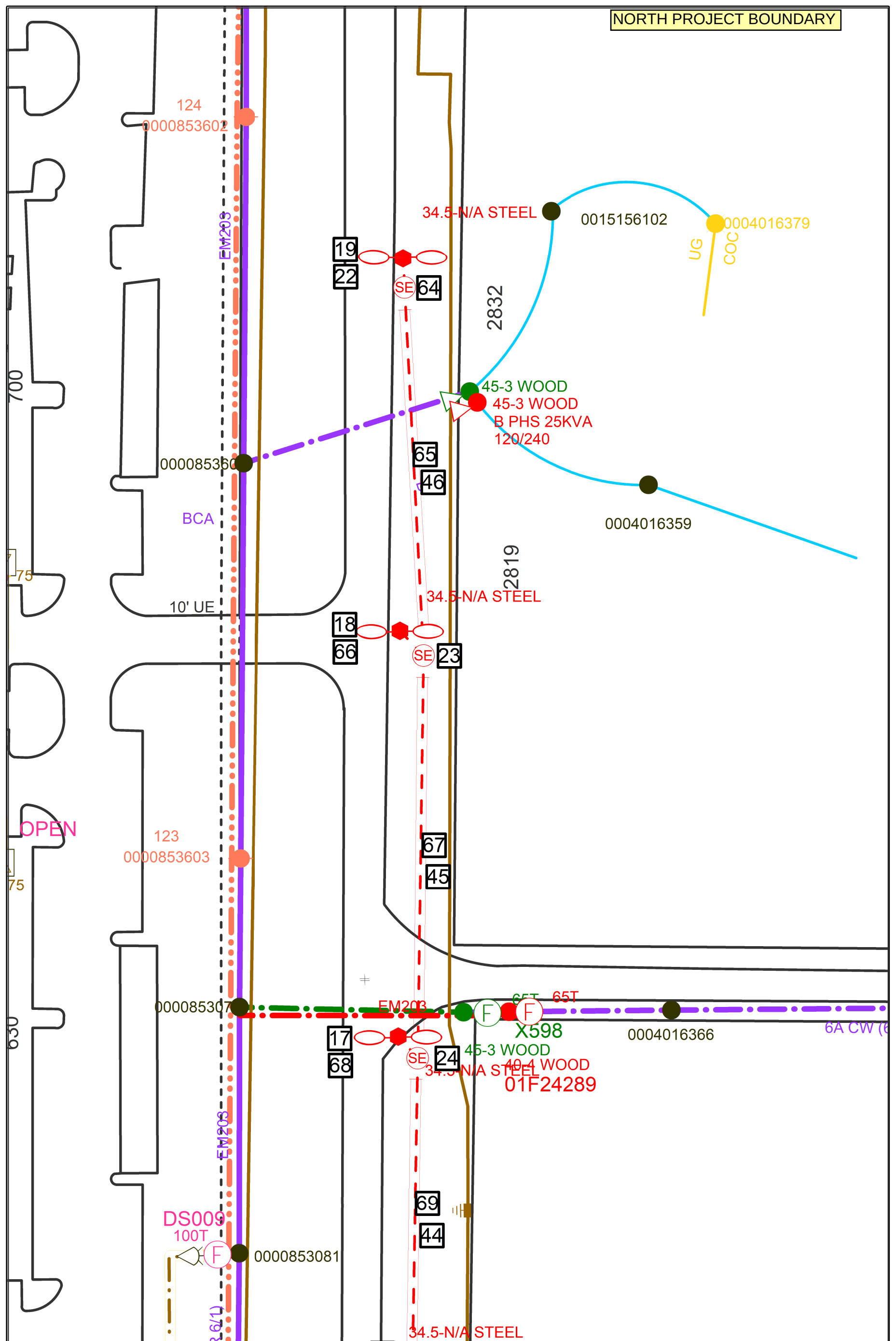
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DISCLAIMER OF LIABILITY

Work Point Map 1

NORTH PROJECT BOUNDARY



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Job Desc: CLIVE Alice's Rd Phase1A STLT's

$$X = 1543917 \quad Y = 592158$$

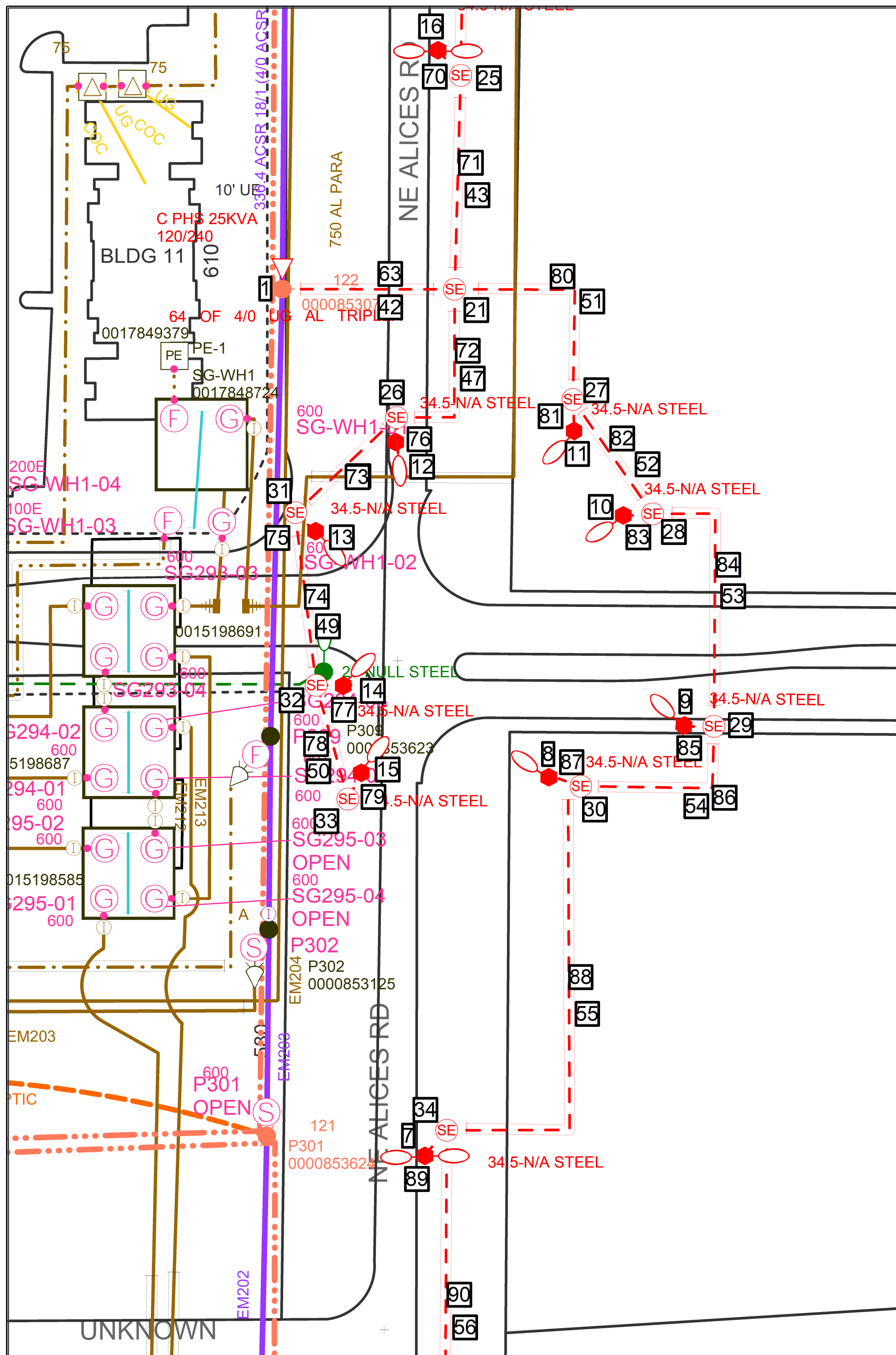


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Work Point Map 2



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STLT's

X = 1543917 Y = 592158

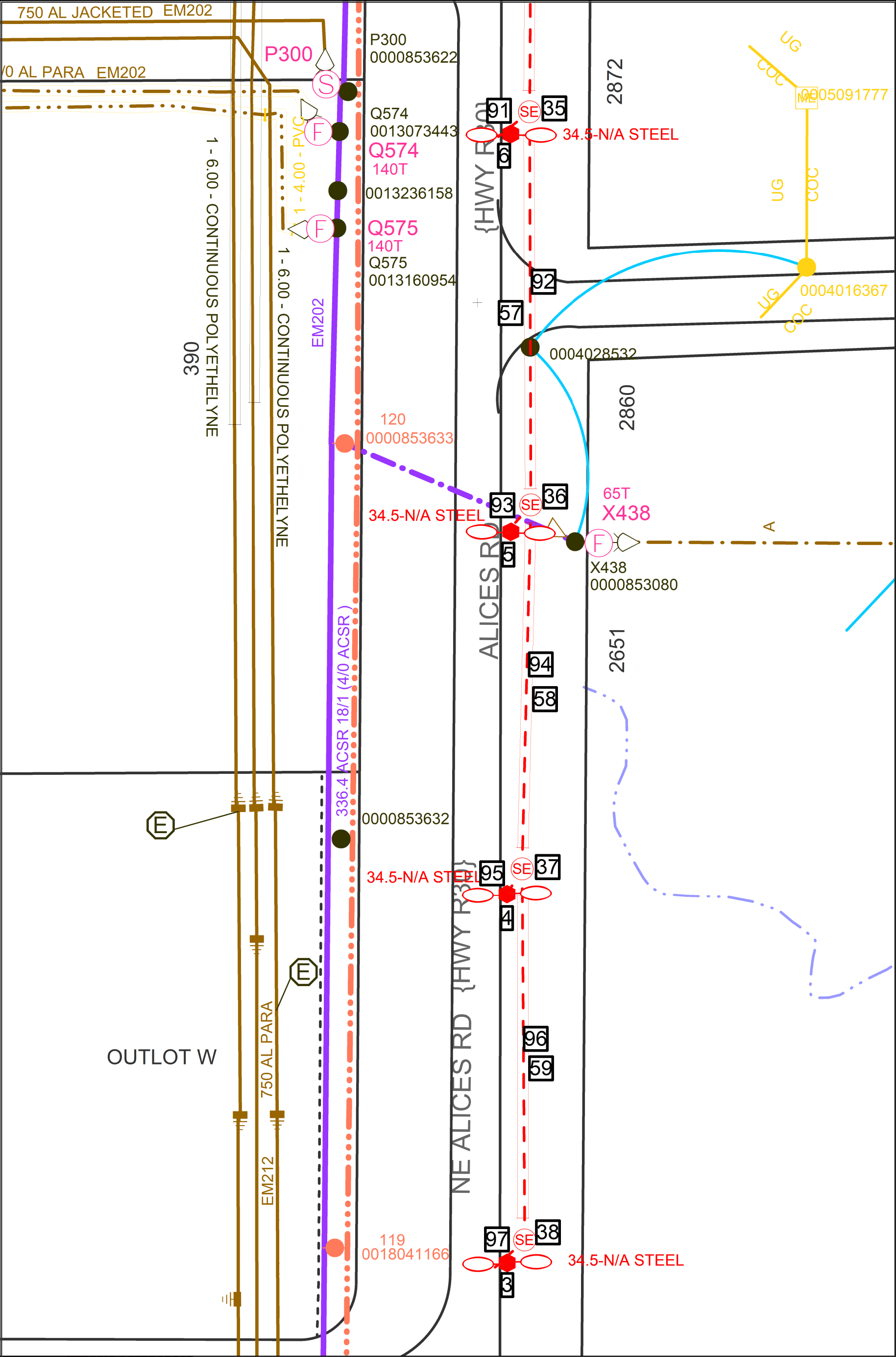


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Work Point Map 3



Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Crew HQ: DMDCN

Job Desc: CLIVE Alice's Rd Phase1A STLT's

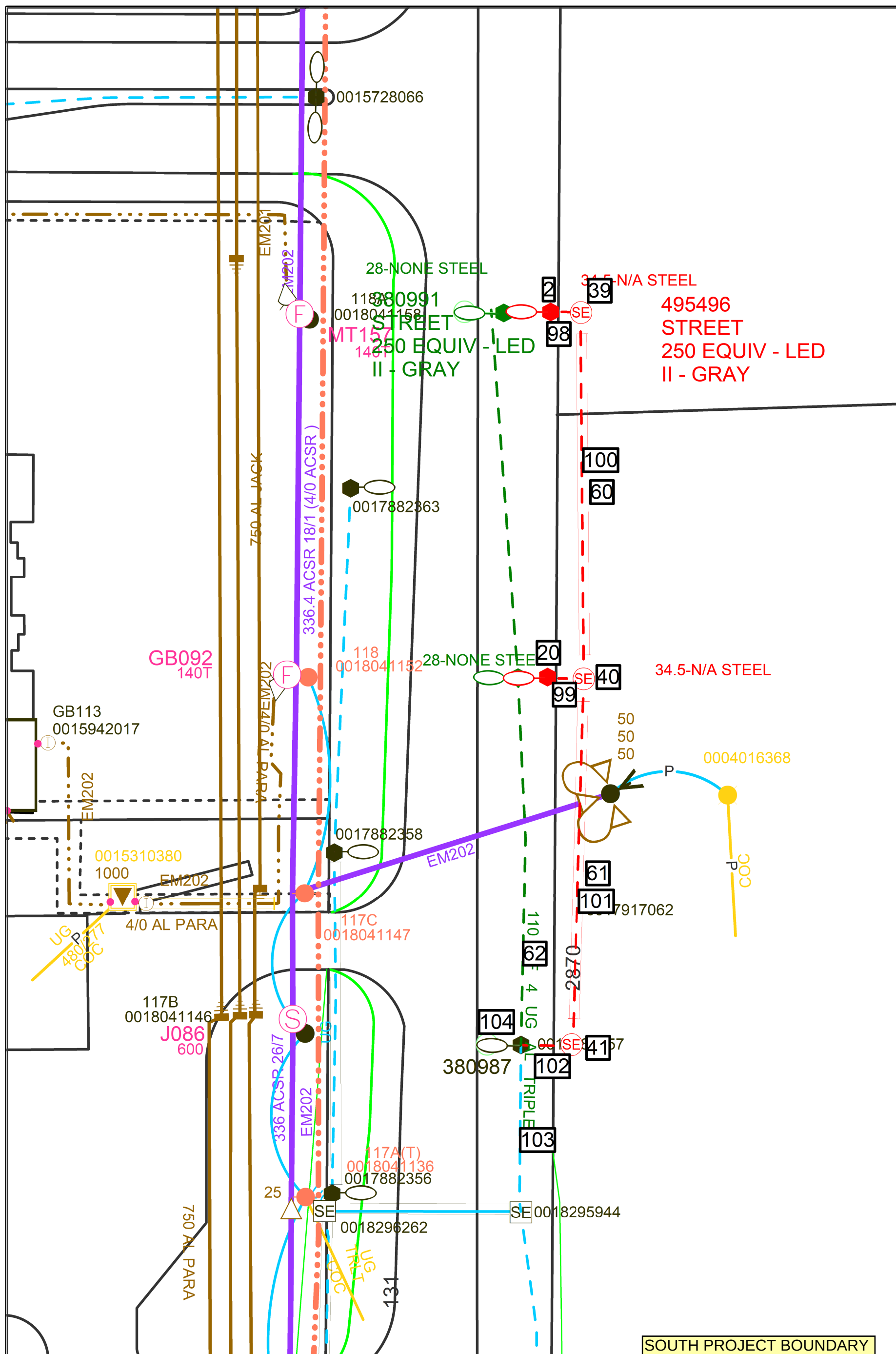
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Work Point Map 4



Crew HQ: DMDCN

Cust: Todd Knox
Addr: Alices Rd. NE Horizon, to Del
City: CLIVE

Job Desc: CLIVE Alice's Rd Phase1A STLT's

$$X = 1543917 \quad Y = 592158$$



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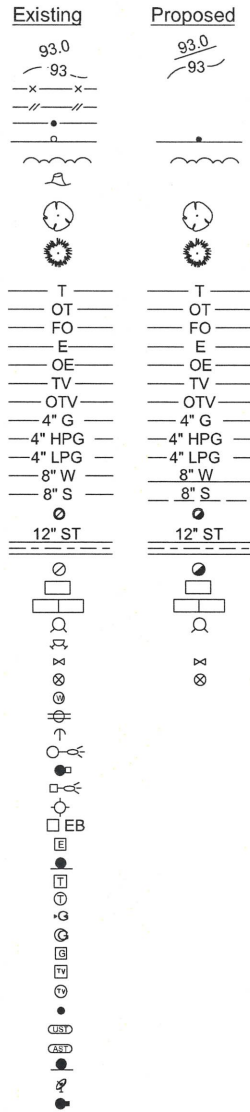
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OpenRoads Designer, SAA
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1/3/2025
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A:\[Sheet]
V:\RefLibrary\CADDStandards\Bentley\Organization-Cha\SAA_Standards\1231396_01_P1.dgn
010 ColorWbWagonPDF.plt

LEGEND

Features

- Spot Elevation
- Contour Elevation
- Fence (Barbed, Field, Hog)
- Fence (Chain Link)
- Fence (Wood)
- Fence (Silt)
- Tree Line
- Tree Stump
- Deciduous Tree or Shrub
- Coniferous Tree or Shrub
- Underground Telephone
- Overhead Telephone
- Fiber Optic Telephone
- Underground Electric
- Overhead Electric
- Underground Television
- Overhead Television
- Gas Main with Size
- High Pressure Gas Main with Size
- Low Pressure Gas Main with Size
- Water Main with Size
- Sanitary Sewer with Size
- Sanitary Manhole
- Storm Sewer with Size
- Storm Manhole
- Single Storm Sewer Intake
- Double Storm Sewer Intake
- Fire Hydrant
- Fire Hydrant on Building
- Water Main Valve
- Water Service Valve
- Well
- Utility Pole
- Guy Anchor
- Utility Pole with Light
- Utility Pole with Transformer
- Street Light
- Yard Light
- Electric Box
- Electric Transformer
- Traffic Sign
- Telephone Junction Box
- Telephone Manhole
- Gas Valve
- Gas Manhole
- Gas Apparatus
- Cable TV Junction Box
- Cable TV Manhole
- Fence Post or Guard Post
- Underground Storage Tank
- Above Ground Storage Tank
- Sign
- Satellite Dish
- Mailbox
- Soil Boring



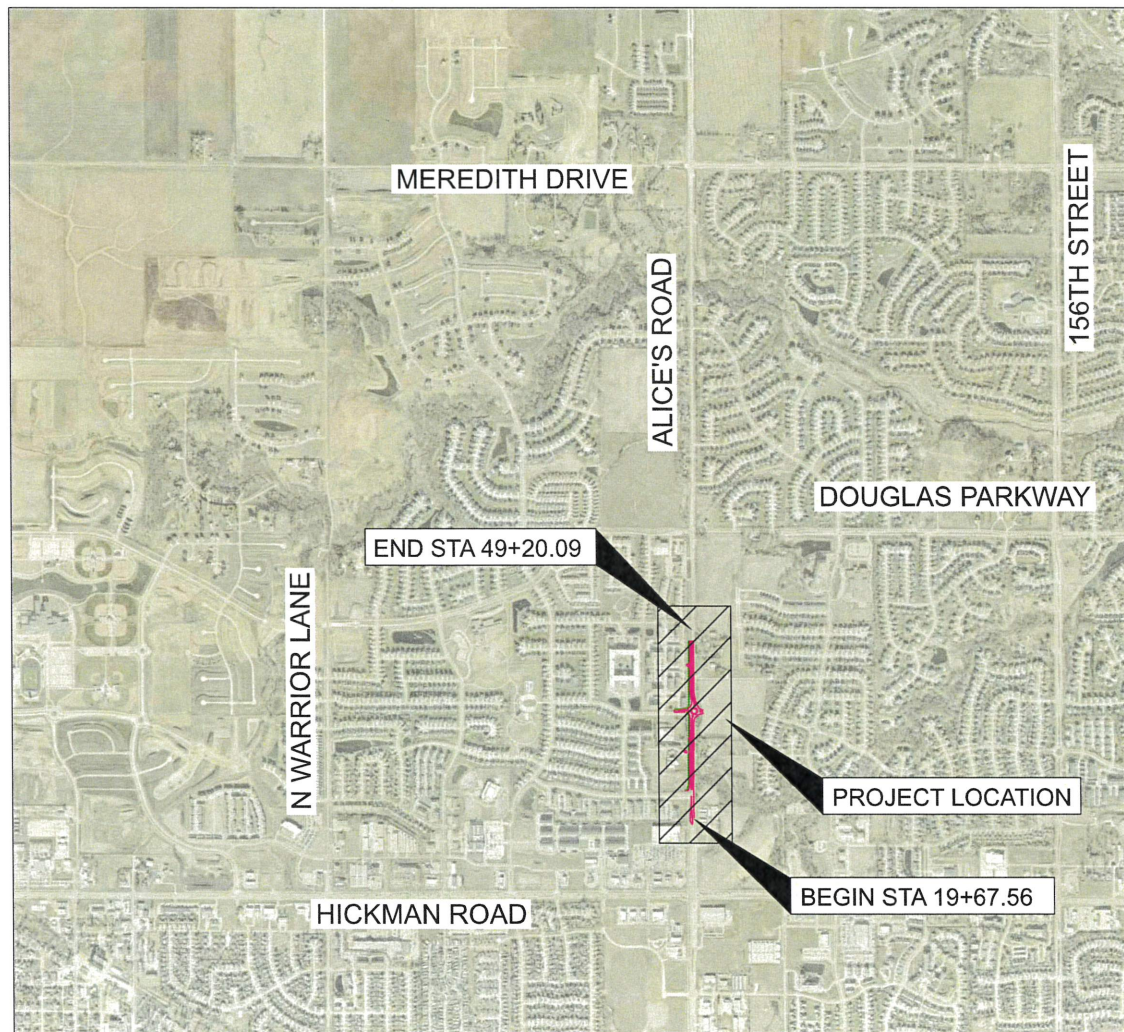
CITY AND/OR
CIVIL TO STAKE
ALL STLT POLES
PRIOR TO
CONSTRUCTION.

ROADWAY IMPROVEMENT PLANS FOR
CITY OF CLIVE AND CITY OF WAUKEE
DALLAS COUNTY, IOWA
ALICE'S ROAD IMPROVEMENTS
PHASE 1A

SOUTH OF NE HORIZON DRIVE TO NE DELLWOOD DRIVE

THE 2024 STATEWIDE URBAN DESIGN STANDARDS AND STANDARD SPECIFICATIONS
FOR PUBLIC IMPROVEMENTS, CITY OF CLIVE SUPPLEMENTAL SPECIFICATIONS,
AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES
AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.



VICINITY MAP

INDEX OF SHEETS

- A.1 TITLE SHEET
- A.2 GENERAL NOTES AND UTILITIES
- A.3 PROJECT OVERVIEW
- B.1-B.3 TYPICAL SECTIONS AND DETAILS
- C.1-C.4 QUANTITIES AND ESTIMATE REFERENCE
- D.1-D.6 ALICE'S ROAD PLAN AND PROFILE
- E.1-E.8 NE BOSTON PARKWAY PLAN AND PROFILE
- G.1-G.7 REFERENCE TIES AND BENCHMARKS
- H.1-H.8 RIGHT OF WAY INFORMATION
- J.1 TRAFFIC CONTROL AND STAGING NOTES
- J.2-J.23 TRAFFIC CONTROL AND STAGING
- K.1-K.7 PAVEMENT MARKING AND SIGNING
- L.1-L.14 GEOMETRIC, STAKING AND JOINTING
- M.1-M.8 STORM SEWER PLAN AND PROFILE
- MWM.1-MWM.7 WATER MAIN PLAN AND PROFILE
- N.1-N.6 STREET LIGHTING SHEETS
- R.1-R.19 EROSION CONTROL
- RR.1-RR.3 BIORETENTION CELL LAYOUT AND DETAILS
- S.1-S.3 SIDEWALK SHEETS
- U.1-U.5 JOINT UTILITY TRENCH PLAN AND PROFILE
- W.1-W.45 MAINLINE CROSS SECTIONS
- X.1-X.4 SIDE ROAD CROSS SECTIONS

CITY OF CLIVE

Public Works Director

01/08/2025

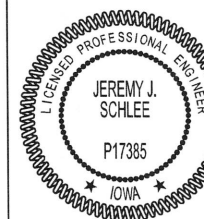
Date

CITY OF WAUKEE

Public Works Director / City Engineer

01/06/2025

Date



I hereby certify that this engineering document
was prepared by me or under my direct personal
supervision and that I am a duly licensed
Professional Engineer under the laws of the
State of Iowa.

Jeremy J. Schlee 1/9/2025
Jeremy J. Schlee, P.E. Date

License Number P17385

My License Renewal Date is December 31, 2026

Pages or sheets covered by this seal:

ALL SHEETS

ALICE'S RD - NE HORIZON DR TO NE DELLWOOD DR

DALLAS COUNTY, IOWA

TITLE SHEET

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD
ANKENY, IOWA 50023

515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER
& ASSOCIATES

Project No: 1231396

Sheet A.1

Sheet A.1

Project No: 1231396

Field Bk

AS SHOWN

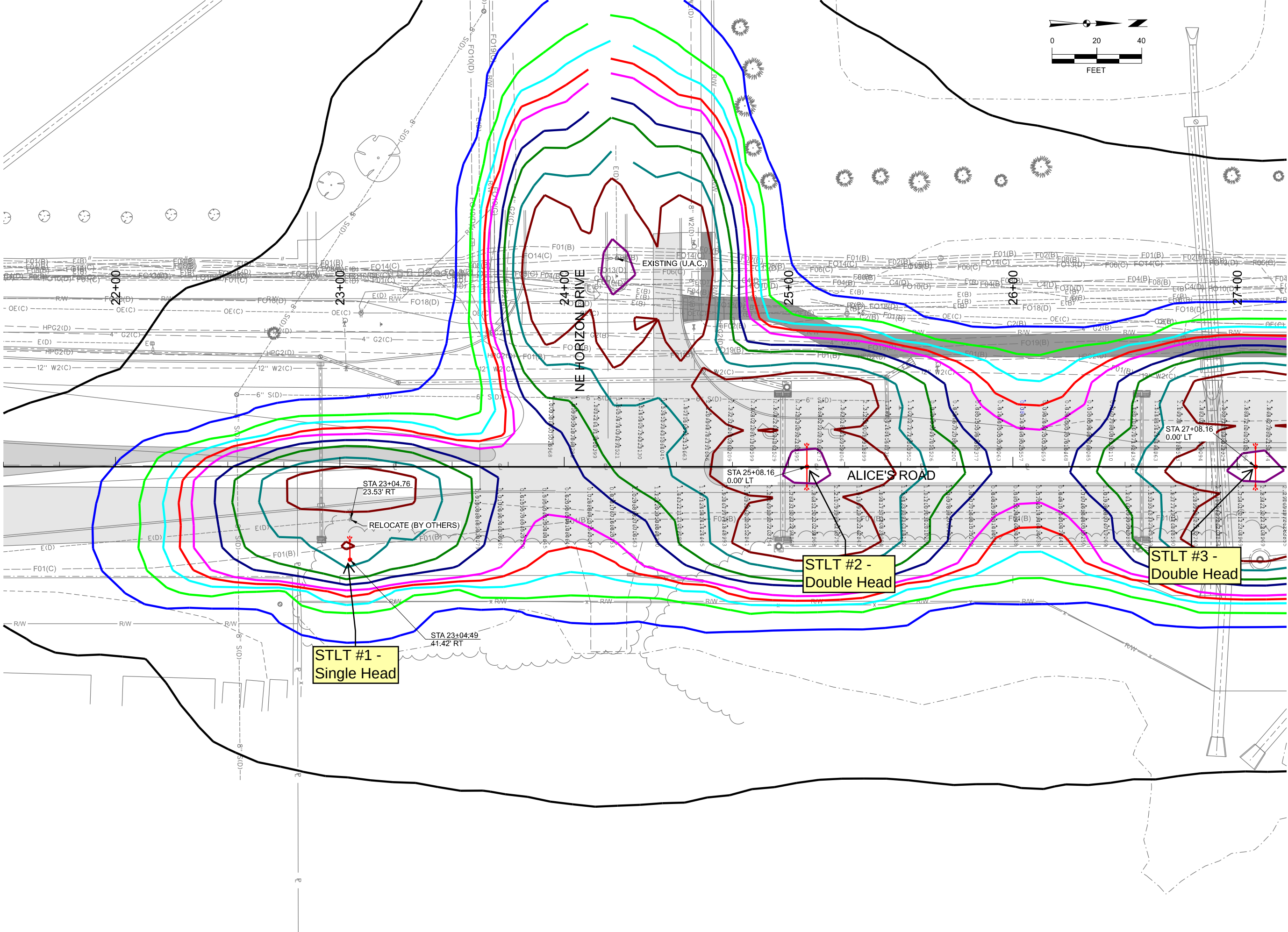
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REVISION

DATE

BY





SNYDER
& ASSOCIATES

Project No: 1231396

Sheet N.2

ALICE'S RD - NE HORIZON DR TO NE DELWOOD DR

STREET LIGHTING SHEETS

DALLAS COUNTY, IOWA

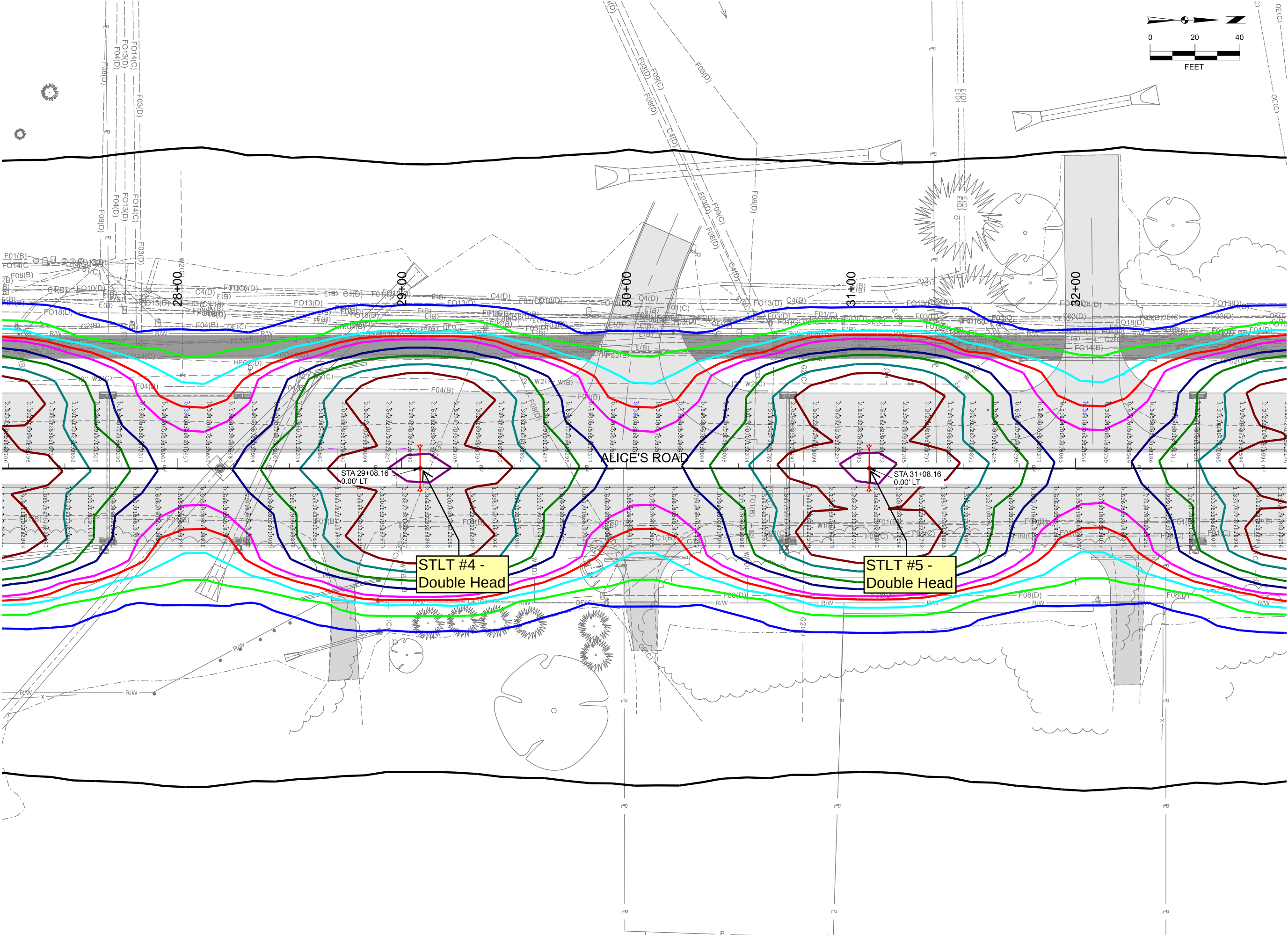
SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

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Engineer: NEC	Checked By: WAG	Scale: 1"= 20'	
Technician: SGT	Date: 1/9/2025	Field Bk:	

Project No: 1231396

Sheet N.2





SNYDER
& ASSOCIATES

Project No: 1231396

Sheet N.3

ALICE'S RD - NE HORIZON DR TO NE DELWOOD DR

STREET LIGHTING SHEETS

DALLAS COUNTY, IOWA

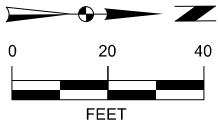
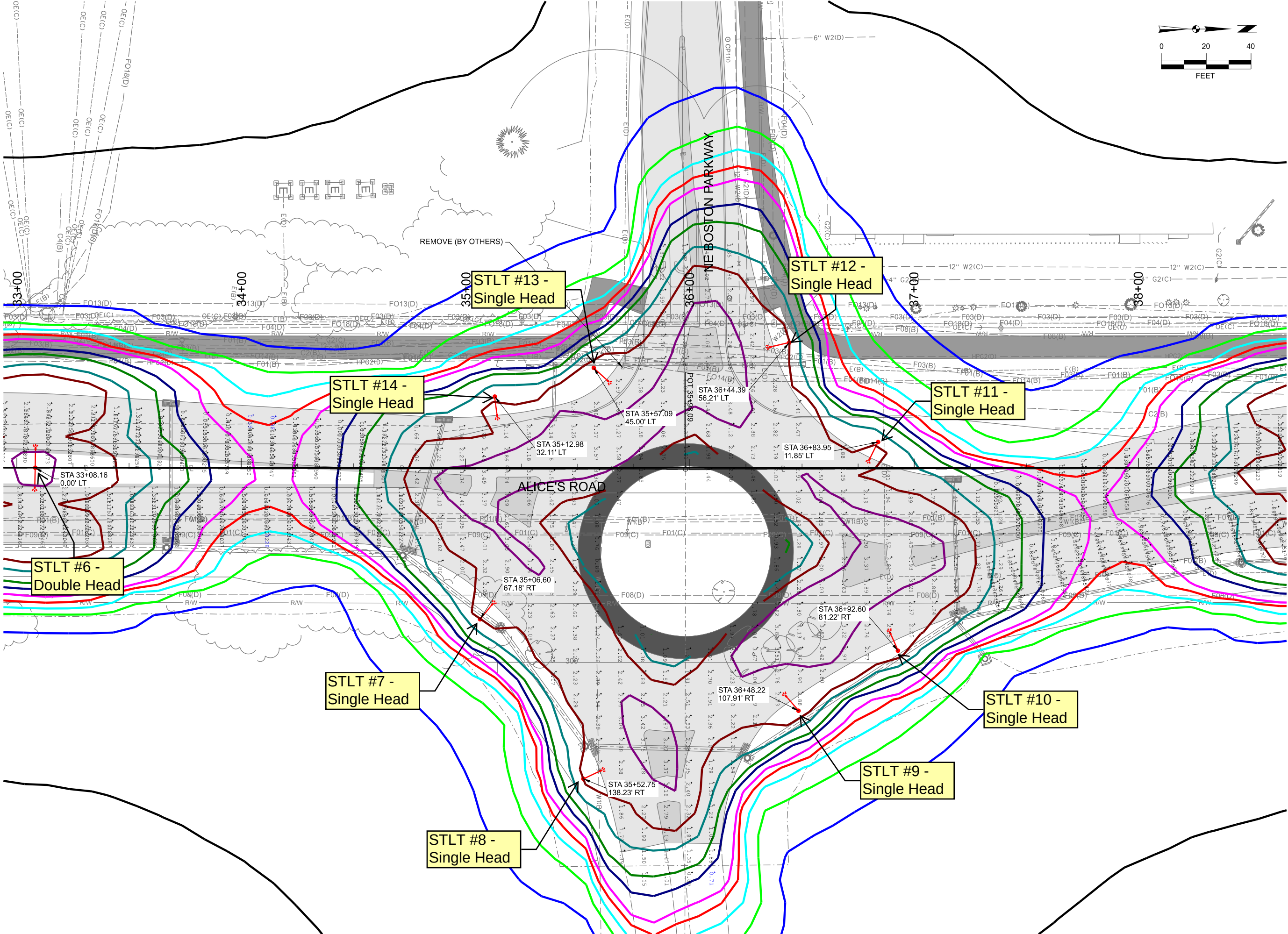
SNYDER & ASSOCIATES, INC.

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ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Sheet N.3

Project No: 1231396

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Engineer: NEC	Checked By: WAG	Scale: 1"= 20'	
Technician: SGT	Date: 1/9/2025	Field Bk:	
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Project No: 1231396

Sheet N.4

ALICE'S RD - NE HORIZON DR TO NE DELWOOD DR

STREET LIGHTING SHEETS

SNYDER & ASSOCIATES, INC.

DALLAS COUNTY, IOWA

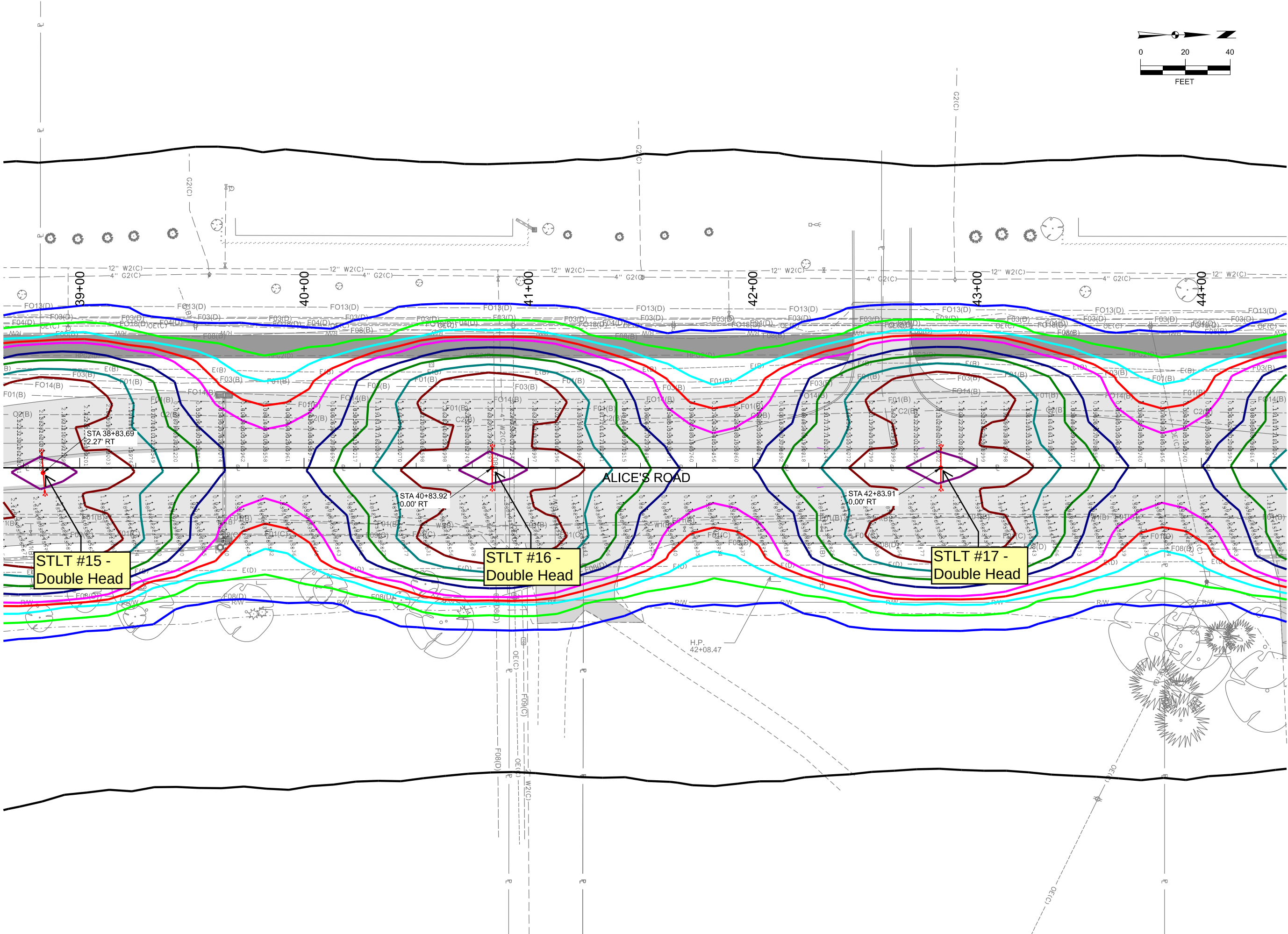
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ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

MARK	REVISION	DATE	BY
Engineer: NEC	Checked By: WAG	Scale: 1"= 20'	
Technician: SGT	Date: 1/9/2025	Field Bk:	

Project No: 1231396

Sheet N.4

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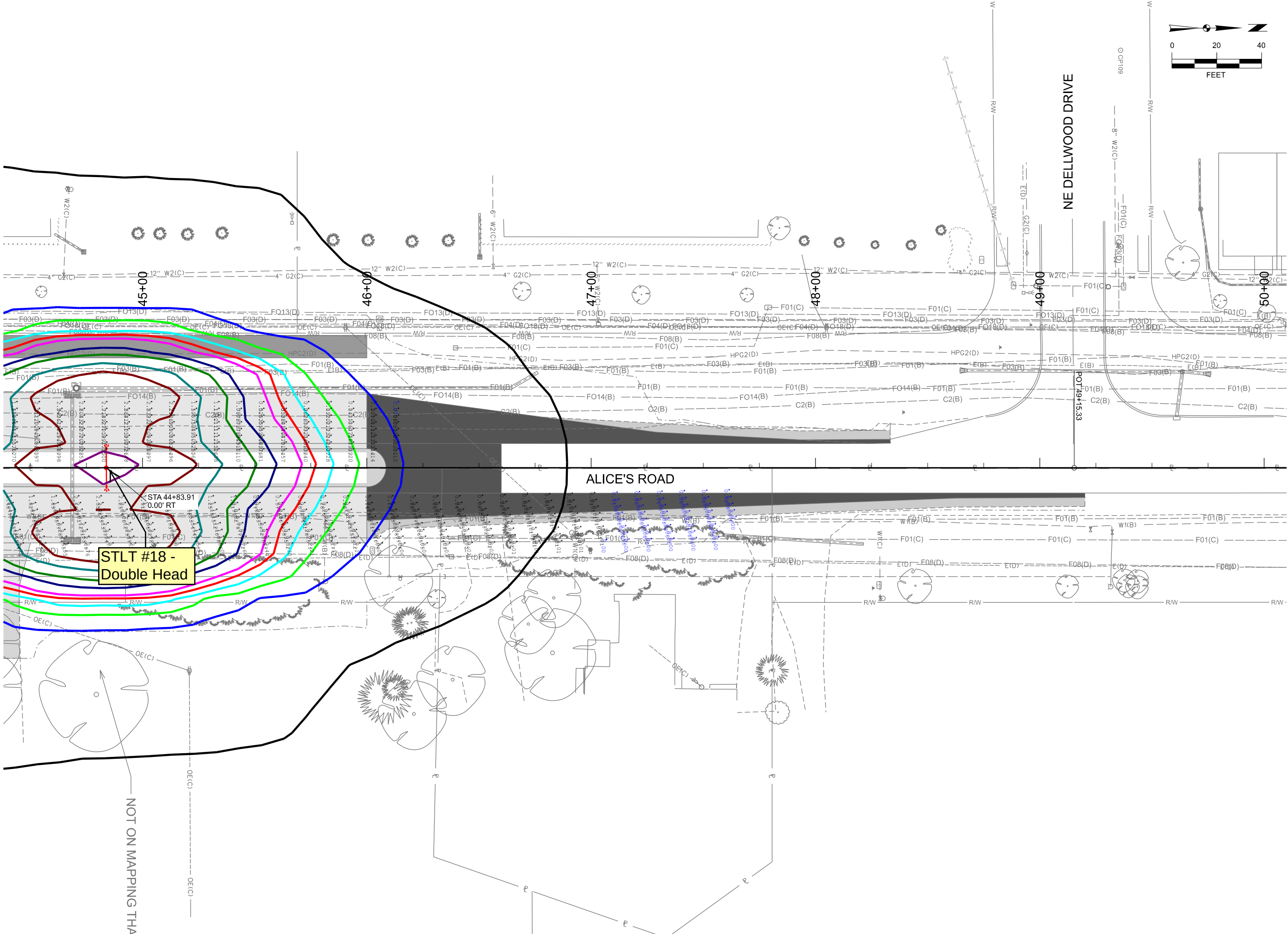
Project No: 1231396
Sheet N.5

ALICE'S RD - NE HORIZON DR TO NE DELWOOD DR
STREET LIGHTING SHEETS

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DALLAS COUNTY, IOWA

Project No: 1231396
Sheet N.5





Project No: 1231396

Sheet N.6

ALICE'S RD - NE HORIZON DR TO NE DELLWOOD DR

STREET LIGHTING SHEETS

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DALLAS COUNTY, IOWA

Project No: 1231396

Sheet N.6

MARK	REVISION	DATE	BY
Engineer: NEC	Checked By: WAG	Scale: 1"= 20'	
Technician: SGT	Date: 19/2025	Field Bk:	



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: August 14, 2025

RE: Resolution Approving an Agreement for Professional Services - Austin Peter Group, Inc. - \$20,815.00

SYNOPSIS:

As identified in the strategic plan action items, staff requested a proposal from our recent human resource consultant to serve as an additional capacity. Our goal is to ensure that the salaries and benefits are keeping pace with our comparison cities from the 2022 study. Also, we would like to conduct an employee benefit survey to see if we moved the mark on retention.

Austin Peters Group is the preferred consultant for the scope of work. The cost is \$20,815 and has been included in the proposed fiscal year 25-26 budget. The work would begin in September and conclude in December, just ahead of the next fiscal year's budget process.

Attachments:

1. Professional Services - The Austin Peters Group - 2025
2. Austin Peters Group Proposal
3. LETTER OF UNDERSTANDING Clive Iowa 7-29-25

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
THE AUSTIN PETERS GROUP, INC. FOR A COMPENSATION ANALYSIS &
PERFORMANCE MANAGEMENT SERVICES

WHEREAS, the Clive City Council desires to analyze the current non-union pay plans for market competitiveness for today and into the future; and

WHEREAS, the City desires the review of current benefit plans and recommendations for best practices to attract and retain employees; and

WHEREAS, the City desires to enter into an agreement for professional services to assist with the compensation and benefit analysis and conduct an employee retention survey, and.

WHEREAS, the City has reviewed the Proposal submitted by The Austin Peters Group for professional 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 The Austin Peters Group, Inc. and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this 14th day of August 2025.

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Update of Pay Plan for Non-Union Positions City of Clive, Iowa



Beth Tatarko, President, SHRM-SCP
4809 Prairie Vista Drive
Fort Collins, CO 80526
etatarko@austinpeters.com
970-266-8724
www.austinpeters.com



4809 Prairie Vista Drive, Fort Collins, CO 80526
Phone: (970) 266-8724
www.austinpeters.com

July 27, 2025

Elizabeth Hansen
Director of Administrative Services
1900 NW 114th St.
Clive, IA 50325

Dear Elizabeth-

Enclosed is a proposal to update Clive's pay plan for non-union positions using data collection through a salary survey of peer cities. Our firm completed a classification and compensation study for Clive in 2022. This proposal aims to update the pay plan using current market data. The proposal also includes employee meetings and an employee benefit survey.

We have an extensive background working with city and county governments, elected officials, and public-sector employees on these types of projects. Since our firm was founded, we have worked with local governments throughout the West and Midwest, including the following Iowa communities: Iowa City, Clive, Nevada, Clinton, Knoxville, Marshalltown, and North Liberty.

We welcome the opportunity to work with the City of Clive on this project. This proposal is valid for 60 days.

Sincerely,

A handwritten signature in blue ink that reads "Beth Tatarko".

Beth Tatarko
President and SHRM-SCP

1. Company Information

The Austin Peters Group (APG) was established in 1998. Beth Tatarko, President will be the primary contact for the project. The Austin Peters Group combines experience and energy to provide high-quality, tailored products that meet the demands of our customers. The firm prides itself on being highly responsive to its client needs. The Austin Peters Group has completed projects similar to this for over 190 local governments. We have been assisting local governments since 1998.

Below is a sample of projects that have been completed for communities in Iowa. Additional clients may be found at austinpeters.com.

City of Clive, Iowa

A classification and compensation study was accomplished in coordination with an employee engagement study (employee survey and focus groups) and performance management revision and training. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Clinton, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Iowa City, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees. More than 15 years later, a follow-up study was done to update their pay system and job descriptions.

City of Knoxville, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees. The project also included review, evaluation, and training on performance evaluation.

City of Marshalltown, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Nevada, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees. The project also included review, evaluation, and training on performance evaluation.

City of North Liberty, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Additional County and City Clients may be found at austinpeters.com

2. Qualifications and Experience

Beth Tatarko, President, SHRM-SCP
The Austin Peters Group
4809 Prairie Vista Drive
Fort Collins, Colorado 80526
etatarko@austinpeters.com
970-266-8724
www.austinpeters.com

The following is an overview of our project team, which includes qualifications, education, professional registrations, and areas and years of service in the respective field.

Beth Tatarko, President, SHRM-SCP, founded The Austin Peters Group 26 years ago. She has worked with government and non-profit organizations for more than 35 years. Her expertise includes compensation and wage studies, executive recruitment, performance evaluation and training, program evaluation and grant writing, and organizational development and customized training. Her clients are largely in the West and Midwest. She has completed nearly 190 compensation, benefits, classification, and performance evaluation projects. Her work in County government includes serving 45 counties across the Midwest. She also served six years as a local elected official and chaired a successful school bond campaign for \$97.3 million. She has attended the Center for Creative Leadership, is certified in the Myers-Briggs Type Indicator, and is certified with Development Dimensions International and the 7-Habits of Highly Effective People. She received special training from the University of Minnesota in leading focus groups. She holds a Bachelor of Science in Political Science and a Master of Science in Regional and Community Planning from Kansas State University. Beth was the Project Manager for Johnson County's Performance Evaluation program involving more than 4,000 employees. She is the author of Performance Based Evaluation Competencies currently used by Civic Plus/Civic HR. Professional Memberships and Certifications: SHRM, IPMA-HR, Myers Briggs Type Indicator, DDI Trainer, Center for Creative Leadership graduate, and Focus Group Facilitator at the University of Minnesota. Beth will be the project manager.

Emily Randel, Project Partner, is the founder of Emily Randel Consulting. She has 18 years of experience in local government administration, most recently as Deputy City Administrator for the City of Mission, Kansas. She has extensive experience in communications, community engagement, human resources, and program and process improvement. As a consultant, she is helping the regional non-profit collaborative Climate Action KC implement elements of their strategic plan. She is also working with Mid-America Regional Council (MARC) to update materials and processes of their Communities for All Ages program, which improves municipalities' inclusion of older adults in their service delivery. While in Mission, she developed a curriculum for a supervisor training program focused on improved employee

evaluations and goal setting, led a city rebranding effort, managed two sales tax renewal campaigns, each passing with over 75% approval, and provided business support during a \$10 million downtown street renovation project. She has completed MARC's Successful Facilitator Certificate Program and participated in Johnson County Kansas' Racial Equity in Communities pilot program. She currently serves on the Johnson County Sustainability Coalition and MARC's Climate Environment Council. Previously, she worked for the City of Gresham, Oregon, as an Economic Development Specialist. She has a Master of Public Affairs from the LBJ School at the University of Texas at Austin and a Bachelor of Arts from the University of Kansas.

Marla Flentje, Senior Consultant, has been with the Austin Peters Group for 19 years and has a 25-year career in public service, much of it providing services to local governments and nonprofit agencies. From 1998-2005, she served as education director for the Kansas Association of Counties, where her responsibility was to provide teaching, consulting, and education management services for elected and appointed persons who serve Kansas counties. During her tenure, she worked closely with the Kansas County Commissioners Association to establish its Leadership Academy. Flentje also served in the Hugo Wall School of Urban and Public Affairs at Wichita State University for thirteen years. In addition, she has significant experience in executive searches, strategic planning, facilitation, and mediation. She has also served on the faculty for the Training Institute for the National League of Cities. Flentje has a Master of Public Administration (MPA) from Wichita State University. Flentje gained experience in executive recruitment at the Hugo Wall School, where she assisted municipalities with recruitment of County Administrators and Administrators in the region. At the Kansas Association of Counties, she advised boards of County Commissioners on executive recruitment matters. Over the past 19 years, she has been involved in executive recruitment projects with cities, counties, and nonprofit organizations in the Midwest.

Peter Tatarko, Consultant, SHRM-CP, has more than five years of experience with the Austin Peters Group. He currently works for Platte River Power Authority as an HR Business Partner and assists APG part-time. He has graduate coursework from Kansas State University in Public Administration. He works on executive recruitment research and candidate profile documentation and research. He assists with applicant screening, interviews, recruitment materials, and marketing. Additionally, he works on salary and benefit studies, collecting and analyzing data. He reviews employee survey data, develops advanced data management applications, and leads report writing. Before his recent return to APG, he was a consultant with Cerner Corporation for three years, working with clients on project implementation and traveling the United States.

Michelle Schamberger, Trainer/Consultant, has more than 17 years of experience in government writing, training, and teaching for governments and non-profits. She was the grant writer for Lake County School District, where she secured millions of dollars over four years. She was also a lead analyst and designer for instructional design and e-learning courses.

Michelle is an instructional designer and technical writer for training. Before working in the training field, she spent 11 years teaching college-level English. She has developed communications and marketing plans for major corporations and organizations. Michelle has a Bachelor of Arts in English and a Master of Arts in English. Michelle has been with The Austin Peters Group for 14 years, and before that was an Educational Consultant for Sprint Corporation. She has been an Adjunct Instructor at Colorado Mountain College, the University of Missouri Kansas City, Penn Valley, Maple Woods, and Johnson County.

3. Project Approach - Update of Pay Plan for Non-Union Positions

In 2022, the Austin Peters Group provided a classification and compensation study that included all positions and peer communities. The City of Clive has requested new salary survey data regarding market changes for wages and benefits for non-union positions to be used in updating the pay-plan.

Employee Input

- To ensure there is a current understanding of positions, Austin Peters Group will meet with three employee groups as determined by the administration. The purpose is to provide an overview of the study, identify any workforce changes since 2022, and address any questions that may arise.
- To ensure input on employee benefits, The Austin Peters Group will meet with the Employee Committee to seek feedback on the top items they consider essential for benefits. Their input will be used to formulate the benefits portion of the salary survey.
- An employee survey will be used to assess current and desired “employee benefits” offered by the City of Clive. This survey will be briefer than the 2022 employee survey. It is estimated that it will be a two page survey completed electronically. A summary report of the results will be provided.

Salary and Benefits Survey Method

- The proposed list of peer communities will be expanded for this study to include: Altoona, Ankeny, Johnston, Urbandale, Waukee, West Des Moines, Bondurant, Grimes, Norwalk, and Pleasant Hill, and utility districts for Urbandale Sanitary Sewer District, Urbandale Waterworks, and West Des Moines Water.
- Positions will be evaluated in comparison to local economic market conditions for entry-level, professional, and management personnel. A salary survey will be completed with 35 non-union benchmark positions used in the previous study with some adjustments. Respondents will receive a summary of the position being surveyed and will be asked to score how closely the respondent’s position matches the benchmark position in the survey. This assists the consultant in determining content and duty comparisons. After surveys are received, the consultant often communicates with the respondents to confirm information and responses or review job descriptions.
- Additional salary survey data may be used in lieu of the survey (ex, state library survey, city managers association, and other association groups). Additional organization information will be collected in the market survey to include: insurance plans and descriptions, employer contributions for single, family, vacation, and leave policies.

Final Report and Financial Calculations for Employee Movement/Changes

- The final report will provide a table summary of the average of respondents or the market results and the City of Clive. The report will provide the percentage increase required to meet the market for pay ranges.
- In the last study, Clive's pay range width was calculated at 30 percent from bottom to top, which aligned more closely with peer cities. The pay ranges were based on using Clive's past practice for calculating minimum pay ranges. This practice takes the 'top' end of pay by peers and uses 80 percent of that amount to establish the minimum starting pay. To calculate the pay range maximum, 30 percent was added for the top end. This method will be used again for pay range calculations.
- Benefits data will be collected from each respondent, and that information will also be calculated into comparative data for health insurance and pension benefits, and other descriptive information will be summarized. The report will outline the City's current market position and identify the necessary steps to lead, meet, or lag the market.
- The Austin Peters Group will provide detailed financial calculations for employee movement. In the 2022 study, Clive also moved employees to address pay compression. Typically, once employees are separated for pay compression, the issue is less prevalent. It is not anticipated that pay compression will need to be addressed again, given that adjustments were recommended in 2022.

4. Budget and Timeline

Clive Salary and Benefit Survey Update: Representing Non-Union Positions (67 positions)	Cost
1. Meet virtually with the City Leadership Team to review the project (4 hours).	\$580.00
2. Conduct Employee Committee Meeting (1) and Employee Group Meetings (3) to provide an overview of the project, review workforce changes since 2022, and provide a Q&A (16 hours). Onsite.	\$2,320.00
3. Salary and Benefit Survey of Peer Communities (10 peers) using 35 benchmark positions (flat rate). Includes recommendations for new pay ranges, along with a financial cost analysis to move employees to the new pay ranges.	\$14,500.00
4. Conduct an Employee Benefits Survey (two page survey) and report (20 hours).	\$2,900.00
5. Electronic copies will be sent to the client.	No Charge
6. Travel – this includes one site visit. Fort Collins, Co to Clive, Ia. Airfare/Hotel/Parking/Car Rental/Travel (estimated at \$1,500 per trip). Travel time is billed at 50% of the hourly rate (estimated at \$1,015). Travel is itemized in the billing, not to exceed the total.	\$2,515.00
Total Costs	\$20,815.00

The hourly rate for the project is \$145 per hour. Work requested outside the proposed budget will be authorized by the City Manager or Director of Administrative Services and charged at the hourly rate. A deposit equal to 25% of the total cost is required to begin the project. Following the deposit, billing will be done progressively. Timeframe – 12 to 16 weeks, depending on the start date.



4809 Prairie Vista Drive, Fort Collins, CO 80526
Phone: (970) 266-8724
www.austinpeters.com

LETTER OF UNDERSTANDING
Update of the Pay Plan for Non-Union Positions
City of Clive, Iowa
Dates: September 2, 2025 to December 15, 2025

This Letter of Understanding shall serve as an Agreement between Clive, Iowa (Clive) and The Austin Peters Group, LLC of Fort Collins, Colorado ("The Austin Peters Group"), governing the provision of an Update of the Pay Plan for Non-Union Positions for the Clive, Iowa.

The Austin Peters Group shall provide consulting services in the amount of \$20,815.00, as outlined in the proposal dated July 29, 2025.

A deposit of 25% (twenty-five percent) shall be required prior to the commencement of the project. Invoices will be billed in a progressive manner by The Austin Peters Group.

The scope of services and cost for each is below:

Clive Salary and Benefit Survey Update: Representing Non-Union Positions (67 positions)	Cost
1. Meet virtually with the City Leadership Team to review the project (4 hours).	\$580.00
2. Conduct Employee Committee Meeting (1) and Employee Group Meetings (3) to provide an overview of the project, review workforce changes since 2022, and provide a Q&A (16 hours). Onsite.	\$2,320.00
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4. Conduct an Employee Benefits survey and report (20 hours).	\$2,900.00
5. Electronic copies will be sent to the client.	No Charge
6. Travel – this includes one site visit. Fort Collins, Co to Clive, Ia. Airfare/Hotel/Parking/Car Rental/Travel (estimated at \$1,500	\$2,515.00

per trip). Travel time is billed at 50% of the hourly rate (estimated at \$1,015). Travel is itemized in the billing, not to exceed the total.	
Total Costs	\$20,815.00

The hourly rate for the project is \$145 per hour. Work requested outside the proposed budget and scope of services will be authorized by the City Manager or Director of Administrative Services and charged at the hourly rate.

With regard to the services to be performed by The Austin Peters Group pursuant to the terms of the Agreement, The Austin Peters Group shall not be liable to Clive or to anyone who may claim any right due to his/her relationship with Clive for any acts or omissions in the performance of said services on the part of The Austin Peters Group or on the part of the agents or employees of The Austin Peters Group except when said acts or omissions of The Austin Peters Group are due to their willful misconduct.

Clive agrees that the liability of The Austin Peters Group, its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to The Austin Peters Group for the particular documents, calculations or other associated services that gave rise to the claim being asserted by Clive. In no event shall The Austin Peters Group, its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this Agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of "Letter of Understanding") for my files. Returning via email is preferred, it can be sent to etatarko@austinpeters.com.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Tatarko". The signature is written in a cursive style with a large 'E' and 'T'.

Elizabeth Tatarko

President

Accepted by: Clive, Iowa

By: _____

Title: _____ Date _____



Memo

TO: Mayor and Council members

FROM:

DATE: August 14, 2025

RE: Resolution Awarding Contract - Jeremy Jarvis - Harbach Bay Doors Mural Project

SYNOPSIS:

In September of 2024, the City applied for a grant through BRAVO for funding the creation of a mural on the Harbach Bay doors facing Linnan Park. The City was awarded \$13,500 with the City contributing an additional \$10,000 for a total project cost of \$23,500.

A Call to Artists was posted in January of 2025 on the City website, email and social media.

Artists or teams were asked to create mural concepts that would evoke Clive's unique nature and incorporate community participation, with these applications having a due date of March 31. The City received 17 proposals from artists and teams from Iowa and the Midwest.

Applications were reviewed by a committee consisting of City staff and Board members from the Park, Recreation and Public Art Board.

The committee initially reviewed the 17 applications, numbering their choices from 1 to 17.

Scores were added to receive the top three finalists. Finalists were awarded \$500 to refine their proposals and were invited to meet with the committee to present their murals on Thursday, June 26. Finalists were judged based on their understanding of the theme, execution and their suggestions for community engagement.

After hearing the three proposals, the committee discussed the presentations and confirmed that artist Jeremy Jarvis's proposal showed the best understanding of Clive, had plans for community involvement and was of professional caliber. Staff recommend approval of contract with Jeremy Jarvis for the mural on the Harbach Community Center Rec Bay Doors.

Find attached a resolution and contract awarding the Harbach Bay Doors Mural Project to artist Jeremy Jarvis.

Attachments:

1. 2025 Harbach Bay Doors Mural Contract Resolution
2. City Of Clive Contract - Signed

RESOLUTION NO. _____

CITY OF CLIVE, IOWA
RESOLUTION APPROVING ARTIST CONTRACT FOR
THE HARBACH BAY DOORS MURAL PROJECT

WHEREAS, the City continues to look for ways to provide opportunities for display and appreciation of public art throughout the community; and

WHEREAS, the City has received grant funding from BRAVO for the placement of a mural at the Harbach Center; and

WHEREAS, the Board sought proposals from artists for mural concepts; and

WHEREAS, the City has worked alongside its Park, Recreation and Public Art Board, to determine the best artist and concept for the space; and

WHEREAS, through a selection committee the Board has identified Jeremy Jarvis as the finalist for the project.

NOW, THEREFORE, be it resolved by the City Council of Clive that the professional service contract with Jeremy Jarvis is hereby approved for the Harbach Bay Doors Mural Project, and the Mayor is authorized to sign said contracts on behalf of the City.

PASSED AND APPROVED this 14th day of August, 2025

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

CITY OF CLIVE PUBLIC ART PROGRAM
Harbach Bay Doors Mural
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this ____ day of _____, 2025 by and between the City of Clive, a municipal corporation, (hereinafter referred to as the "City") and Jeremy Jarvis, (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to commission a certain work of art (the "Art Work"), which has been conceived and implemented by Artist, to be installed at the Harbach Center at 8505 Harbach Blvd. (hereinafter referred to as the "Site"), Clive, Iowa; and

WHEREAS, the Artist desires to carry out this commission, and upon installation by Artist and Artist's Team, City desires to accept ownership of the Work from Artist according to the terms of this Agreement and consideration detailed below.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as necessary for the completion of the design and execution of the Art Work at the site.
- b) The Artist shall determine the artistic expression, scope, design, color, material, texture, of the Art Work, subject to review and acceptance by the City as set forth in this Agreement.
- c) The Artist should inspect the existing substrate and construction and notify the City of any issue with it. Upon installation, the Artist waives any claim to an issue with the existing construction where the Art Work is installed.
- d) Artist to meet with City as deemed necessary for coordination with the existing construction where the Art Work is installed.

1.2 Execution of the Work

- a) The Art Work shall be fabricated and installed by the Artist in substantial conformity with the graphical rendition sent following the Artist's presentation to the Final Artist-Selection Panel on Friday, June 26, 2025 subject to minor changes as necessary to the material or the production process as determined by Artist (more fully described in the Proposal Description attached hereto as Exhibit A and made a part hereof, hereinafter referred to as the "Proposal"). If during the creation of the Artist's design significant changes in scope, design, color, size, material, or texture of the Art Work is required, Artist shall notify City in writing and shall receive City's written approval prior to proceeding with changes. A significant change is any change in the scope, design, color, size, material, texture, or location of the site of the Art Work which affects installation, scheduling, site preparation, or maintenance for the Art Work or the concept of the Art Work as represented in the Proposal.
- b) After written approval of the submissions and revisions of the approved Proposal, the Artist shall furnish the City a tentative schedule for completion of fabrication of the Art

Work. After written approval of the schedule by the City, the Artists shall create the Art Work in accordance with such schedule. Such schedule may be amended by written agreement between the City and the Artist.

- c) The City shall have the right to review the Art Work at the City's expense and at reasonable times during the creation thereof.

1.3 Mural Creation

- a) The Artist agrees to notify the City no fewer than 14 days prior to the Artist's intended time of creation to determine the particulars of the creation.
- b) The Artist shall complete Art Work at the site in compliance with the schedule approved pursuant to Section 1.2 (b).
- c) The Artist shall be responsible for all expenses, labor, and equipment necessary for the implementation of the Art Work.

1.4 Final Installation

- a) The Artist shall advise the City in writing when all services in Sections 1.1 through 1.3 have been completed in substantial conformity with the Proposal.
- b) The Artist represents and warrants that the Art Work, as created, will be free from any defects in materials and workmanship, and that the Art Work is free and clear of any liens or encumbrances from any source and of any kind or nature whatsoever.
- c) The Artist and City will schedule a final inspection of the installed Art Work within twenty-four hours of the notification set forth in Article 1.4(a) of this Agreement.
- d) The City shall notify the Artist in writing of its final acceptance of the Art Work.
- e) Final acceptance shall be effective as of the date of the City's notification of final acceptance, or within 30 days of final installation.

1.5 Post Installation

- a) Within 30 days after installation of the Art Work, the Artist shall furnish the City with the following images of the Art Work, all in publication quality DPI:
 - 1) a minimum of 12 electronic images which document the process and development of the Art Work from beginning fabrication through completion;
 - 2) images of the completed Art Work, one taken from each of three different viewpoints.
- b) The City shall arrange photographic documentation of the site and the installed Art Work at the site, and shall provide the Artist with a minimum of 12 electronic images.
- c) The Artist will attend the public dedication for the Art Work on a date agreeable to both parties and times for dedication or presentation ceremonies relating to this project. The City shall not be required to pay the Artist's expenses to attend any such ceremonies.
- d) The City shall use its best efforts to arrange for publicity for the completed Art Work as soon as practicable following installation.
- e) Within 30 days after creation of the Art Work, the Artist shall provide to the City written instructions for appropriate maintenance and preservation of the Art Work (more fully described in the Conservation Record attached hereto as Exhibit C and made a part hereof).

1.6 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City.

1.7 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning or creation of the Art Work.
- b) Upon completion of the Art Work, the City shall, to the extent permitted by law, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the site at which the Art Work is placed, which claims or liabilities arise from and after the date of completion of the Art Work.
- b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 1.4(b) and in Article 4 of this Agreement.

1.8 Title

- a) Title of the Art Work shall pass to the City upon final acceptance.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a fixed rate of \$20,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services and materials provided prior to the due date thereof:
 - 1) Fifty percent (50%) within thirty (30) days of the signing of this contract
 - 2) Fifty percent (50%) upon completion of the Art Work.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transportation to the site, and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for each scheduled payment as described in section 2.1. The invoice must be signed and dated by the Artist or Artist's representative.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2, provided that such time limits

may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall always grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing obligations under this Agreement or in completing the underlying capital projects, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall always grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) That the Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source whatsoever.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Proposal and pursuant to Article 1 that:
 - 1) The execution of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Art Work; and
 - 3) Reasonable maintenance recommendations to be submitted by the Artist within 30 days of installation.
- b) The warranties described in this Section 4.2 shall survive for a period of 5 years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall each effect and maintain insurance to protect the Artist from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of

any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work except ownership and possession, except as such rights are limited by this Section 6.1.
- b) In view of the intention that the Art Work in its final dimension shall be unique, the Artist shall not make any additional duplicate reproductions of the final Art Work, nor shall the Artist grant permission to others to do so except with the written permission of the City. The Artist grants to the City and its assigns a royalty-free, irrevocable license to make two dimensional reproductions of the Art Work for purposes including, but not limited to, reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogues, city, educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

6.3 Credit to Owner

- a) The Artist shall use best efforts to give a credit reading substantially, "An original art work owned and commissioned by City of Clive, Iowa" in any public showing under the Artist's control of reproductions of the Art Work.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of Clive Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The City shall reasonably assure that the Art Work is properly maintained and protected, taking into account the instructions of the Artist provided in accordance with Section 4.2(a)

7.3 Alteration of the Work or of the Site

- a) Except as provided under subsection 7.3(b), below, The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.
- b) The City reserves the right to alter the location of the Art Work; relocate the Art Work to another site; and remove the Art Work from public display as necessitated by city

public works or development. The following provisions shall apply to relocation or removal:

- 1) While the City shall attempt to remove Art Work in such a way as to not affect the Art Work, it is the parties' understanding that such removal may result in damage, alternation, modification, destruction, distortion, or other change in the Art Work. The Artist acknowledges that this provision shall qualify under 17 U.S.C. Section 113, (d) so as to waive rights under 17 U.S.C. Section 106A.
- 2) If, at the time of removal, it is determined that the Art Work may be removed without damage, alteration, modification, destruction, distortion, or other change, the City shall give notice as required by 17 U.S.C. Section 113 (d) (2) and (3).
- 3) On completion of the Art Work, the Artist agrees to file the records, including Artist's identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113 (d) (3). The Artist further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Art Work.

7.4 Permanent Record

- a) The City shall maintain on permanent file a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist. Any such transfer shall be null and void and shall be cause to annul this Agreement.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Proposal and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this agreement, the other party shall thereupon have the right to terminate this agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this agreement.

ARTICLE 12: ENTIRE AGREEMENT

- a) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 13: MODIFICATION

- a) No alternation, change, or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

Article 14: Notices

- a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- 1) **if to the City, to:**
Clive City Hall
Tiffany Belieu, Leisure Services Administrative Assistant
1900 NW 114th Street
Clive, IA 50325
- 2) **if the Artist to:**
Jeremy D. Jarvis
Jarvis Art Studio, Inc.
5846 Slane Loop
Westerville, OH 43081

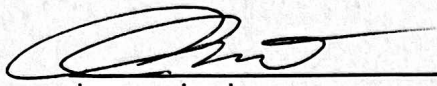
ARTICLE 15: ADDITIONAL AGREEMENTS

- a) The Artist shall recognize the City or designee as its duly authorized representative of the City.

This agreement is executed on day and year first written above.

City of Clive Public Art Program

ARTIST

 7/31/25
Jeremy Jarvis Date

City

City of Clive, Mayor Date



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 14, 2025

RE: Resolution Setting Public Hearing (8/28/25, 6:00 p.m.) - The Grant of Permanent Sanitary Sewer Easements to the Des Moines Metropolitan Wastewater Reclamation Authority

SYNOPSIS:

The Des Moines Metropolitan Wastewater Reclamation Authority (WRA) in installing a common trunk sewer through Clive to provide additional capacity to transport wastewater to the treatment facility. The City's agreement with the WRA requires the City to provide the easements to the WRA at no cost. The granting of the easements will require a Public Hearing to be held prior to the granting of the easements. There are 12 easements that will need to be approved for parcels 21-25, 27, and 30-35. The easement documents are attached.

The Public Hearing for the grant of certain permanent sanitary sewer easements to the WRA will be held on August 28, 2025, at 6:00 p.m., in the City Hall Council Chambers.

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 - 08-14-25 - WRA Common Trunk - Setting Date of Public Hearing for Granting of Permanent Sanitary Sewer Easements
2. 08-14-25 - WRA Common Trunk Easement - Parcel 21 - City of Clive - OFFER PACKET 8.5.25
3. 08-14-25 - WRA Common Trunk Easement - Parcel 22 - City of Clive - OFFER PACKET 8.5.25
4. 08-14-25 - WRA Common Trunk Easement - Parcel 23 - City of Clive - OFFER PACKET 8.5.25
5. 08-14-25 - WRA Common Trunk Easement - Parcel 24 - City of Clive - OFFER PACKET 8.5.25
6. 08-14-25 - WRA Common Trunk Easement - Parcel 25 - City of Clive - OFFER PACKET 8.5.25
7. 08-14-25 - WRA Common Trunk Easement - Parcel 27 - City of Clive - OFFER PACKET 8.5.25
8. 08-14-25 - WRA Common Trunk Easement - Parcel 30 - City of Clive - OFFER PACKET 8.5.25
9. 08-14-25 - WRA Common Trunk Easement - Parcel 31 - City of Clive - OFFER PACKET 8.5.25
10. 08-14-25 - WRA Common Trunk Easement - Parcel 32 - City of Clive - OFFER PACKET 8.5.25
11. 08-14-25 - WRA Common Trunk Easement - Parcel 33 - City of Clive - OFFER PACKET 8.5.25
12. 08-14-25 - WRA Common Trunk Easement - Parcel 34 - City of Clive - OFFER PACKET 8.5.25
13. 08-14-25 - WRA Common Trunk Easement - Parcel 35 - City of Clive - OFFER PACKET 8.5.25

14. 08-14-25 - WRA Common Trunk Easements - Offer Sheet - P21 22 23 24 25 - City of Clive - OFFER PACKET 7.24.25
15. 08-14-25 - WRA Common Trunk Easements - Offer Sheet - P30 31 32 33 34 35 - Offer to Purchase - SPECIAL PROVISIONS 7.24.25

RESOLUTION NO. _____

**RESOLUTION SETTING DATE OF PUBLIC HEARING
FOR THE GRANT OF CERTAIN PERMANENT SANITARY SEWER
EASEMENTS TO THE DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY**

WHEREAS, the Des Moines Metropolitan Wastewater Reclamation Authority, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (the “WRA”) has requested that the City of Clive, Iowa (the “City”) grant certain permanent sanitary sewer easements under, over, and through twelve parcels of real property situated in Polk County, Iowa owned by the City (the “Permanent Easements”), as further described in those Permanent Sanitary Sewer Easements Forms for Parcels No. 21–25, 27, and 30–35 attached hereto as Exhibit A (collectively, the “Easement Forms”); and

WHEREAS, the City desires to grant the Permanent Easements at no cost for the public purpose of the construction of the WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14, Segment 4) Project; and

WHEREAS, pursuant to Iowa Code § 364.7, the City may not dispose of an interest in real property to a governmental body except in accordance with the notice, public hearing, and public purpose requirements set forth therein.

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

That a public hearing shall be held by the Clive City Council on a proposed resolution selling certain Permanent Easements to the WRA generally located along Walnut Creek by Hickman Road and NW 128th Street and along Walnut Creek and the Greenbelt Trail, all on City of Clive property, as more fully reflected in the attached Exhibit A, which public hearing shall be held at 6:00 p.m. on the 26th day of August, 2025 at the Clive City Hall, 1900 NW 114th Street, Clive, Iowa, at which time the City Council will consider any objections to the proposed resolution and will hear all interested persons. The City Clerk is hereby authorized to give notice of such public hearing as required by law.

PASSED AND APPROVED THIS 12th day of August, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

EXHIBIT A

Permanent Sanitary Sewer Easements Forms

(attached)

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00730038003

Activity ID:01-2022-048
Parcel No.: 21

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF OUTLOT "Z", THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 190.10 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE EAST LINE OF SAID OUTLOT "Z" AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 81.40 FEET; THENCE NORTH 83°07'11" WEST, 379.00 FEET; THENCE NORTH 19°12'57" WEST, 119.03 FEET TO THE NORTH LINE OF SAID OUTLOT "Z"; THENCE SOUTH 89°58'50" EAST ALONG SAID EAST LINE, 52.96 FEET; THENCE SOUTH 19°12'57" EAST, 70.39 FEET; THENCE SOUTH 83°08'40" EAST, 346.31 FEET; THENCE SOUTH 89°41'23" EAST, 77.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.62 ACRES (26,857 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary

appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful

authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "Z" & PT. LOT B
THE WOODLANDS PLAT NO. 1
PT. LOTS 'A', 13, & 14
UNIVERSAL ACRES
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	2°54'23"	843.03'	42.76'	21.39'	S13°25'42"W 42.76'
C2	0°31'52"	833.30'	7.72'	3.86'	S20°18'44"W 7.72'
C3	4°04'33"	713.40'	50.75'	25.39'	S12°13'06"W 50.74'

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.00	S00° 09' 06"W
L2	50.00	S00° 09' 06"W

DATE OF SURVEY

10/11/2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST 1/4 OF SAID
SECTION 31 IS ASSUMED TO BEAR SOUTH 0°09'06" WEST.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET
▲ ▲
● ○
■ □
H H
OCP
● P
P M
R D
C C
YPC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

 08/04/2025
Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 3, of 3

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 3

PARCELS 21, 22, 23, 24, & 25

PN: 123.0122.01A

T-R-S:79N-25W-31

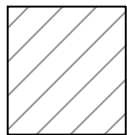
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

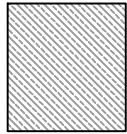
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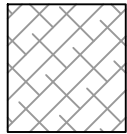
EASEMENT PLAT



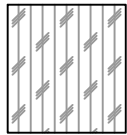
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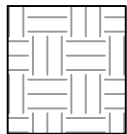
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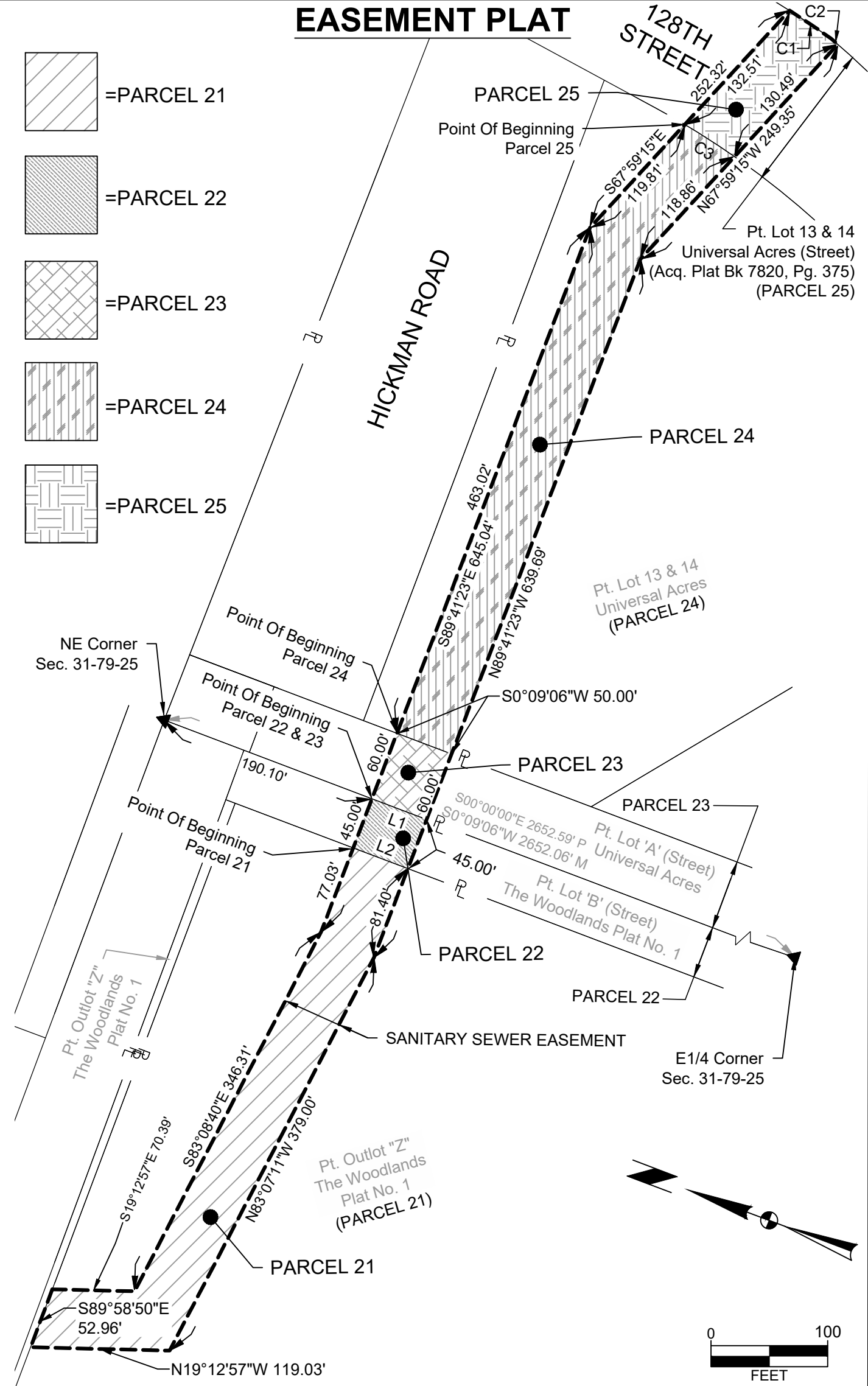
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=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 21, 22, 23, 24, & 25



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 3

PN: 123.0122.01A

T-R-S:79N-25W-31

DATE: 10/11/2024

PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 21 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Z", THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 190.10 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE EAST LINE OF SAID OUTLOT "Z" AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 81.40 FEET; THENCE NORTH 83°07'11" WEST, 379.00 FEET; THENCE NORTH 19°12'57" WEST, 119.03 FEET TO THE NORTH LINE OF SAID OUTLOT "Z"; THENCE SOUTH 89°58'50" EAST ALONG SAID EAST LINE, 52.96 FEET; THENCE SOUTH 19°12'57" EAST, 70.39 FEET; THENCE SOUTH 83°08'40" EAST, 346.31 FEET; THENCE SOUTH 89°41'23" EAST, 77.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.62 ACRES (26,857 S.F.).

PARCEL 22 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'B', THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE EAST LINE OF SAID LOT 'B', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST CONTINUING ALONG SAID EAST LINE OF LOT 'B', 50.00 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE WEST LINE OF SAID LOT 'B'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET; THENCE SOUTH 89°41'23" EAST, 45.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,250 S.F.).

PARCEL 23 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'A', UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF SAID LOT 'A', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE EAST LINE OF SAID LOT 'A'; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 60.00 FEET TO THE WEST LINE OF SAID LOT 'A'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,000 S.F.).

PARCEL 24 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13 AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS SOUTH 12°13'06" WEST, 50.74 FEET; THENCE NORTH 67°59'15" WEST, 118.86 FEET; THENCE NORTH 89°41'23" WEST, 453.29 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.66 ACRES (28,890 S.F.).

PARCEL 25 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET AND TO THE POINT OF BEGINNING; THENCE SOUTH 67°59'15" EAST, 132.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 843.03 FEET, WHOSE ARC LENGTH IS 42.76 FEET, AND WHOSE CHORD BEARS SOUTH 13°25'42" WEST, 42.76 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 833.30 FEET, WHOSE ARC LENGTH IS 7.72 FEET, AND WHOSE CHORD BEARS SOUTH 20°18'44" WEST, 7.72 FEET; THENCE NORTH 67°59'15" WEST, 130.49 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS NORTH 12°13'06" EAST, 50.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,587 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, 25 S SNYDER & ASSOCIATES	SHEET 3 OF 3
	PN: 123.0122.01A
	T-R-S:79N-25W-31
	DATE: 10/11/2024
2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	
PM/TECH: EDG/DCG	

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00730092000

Activity ID:01-2022-048
Parcel No.: 22

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 'B', THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE EAST LINE OF SAID LOT 'B', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST CONTINUING ALONG SAID EAST LINE OF LOT 'B', 50.00 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE WEST LINE OF SAID LOT 'B'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET; THENCE SOUTH 89°41'23" EAST, 45.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,250 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.
2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area
3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.
5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.
6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "Z" & PT. LOT B
THE WOODLANDS PLAT NO. 1
PT. LOTS 'A', 13, & 14
UNIVERSAL ACRES
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

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OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

BASIS OF BEARING

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SECTION 31 IS ASSUMED TO BEAR SOUTH 0°09'06" WEST.

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1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET
▲ ▲
● ○
■ □
H H
○CP
● P
● M
● R
● D
● C
● YPC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

 08/04/2025
Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 3, of 3

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

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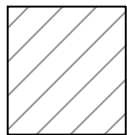


2727 S.W. SNYDER BLVD
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515-964-2020

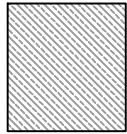
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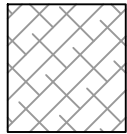
EASEMENT PLAT



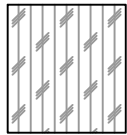
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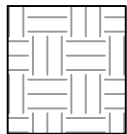
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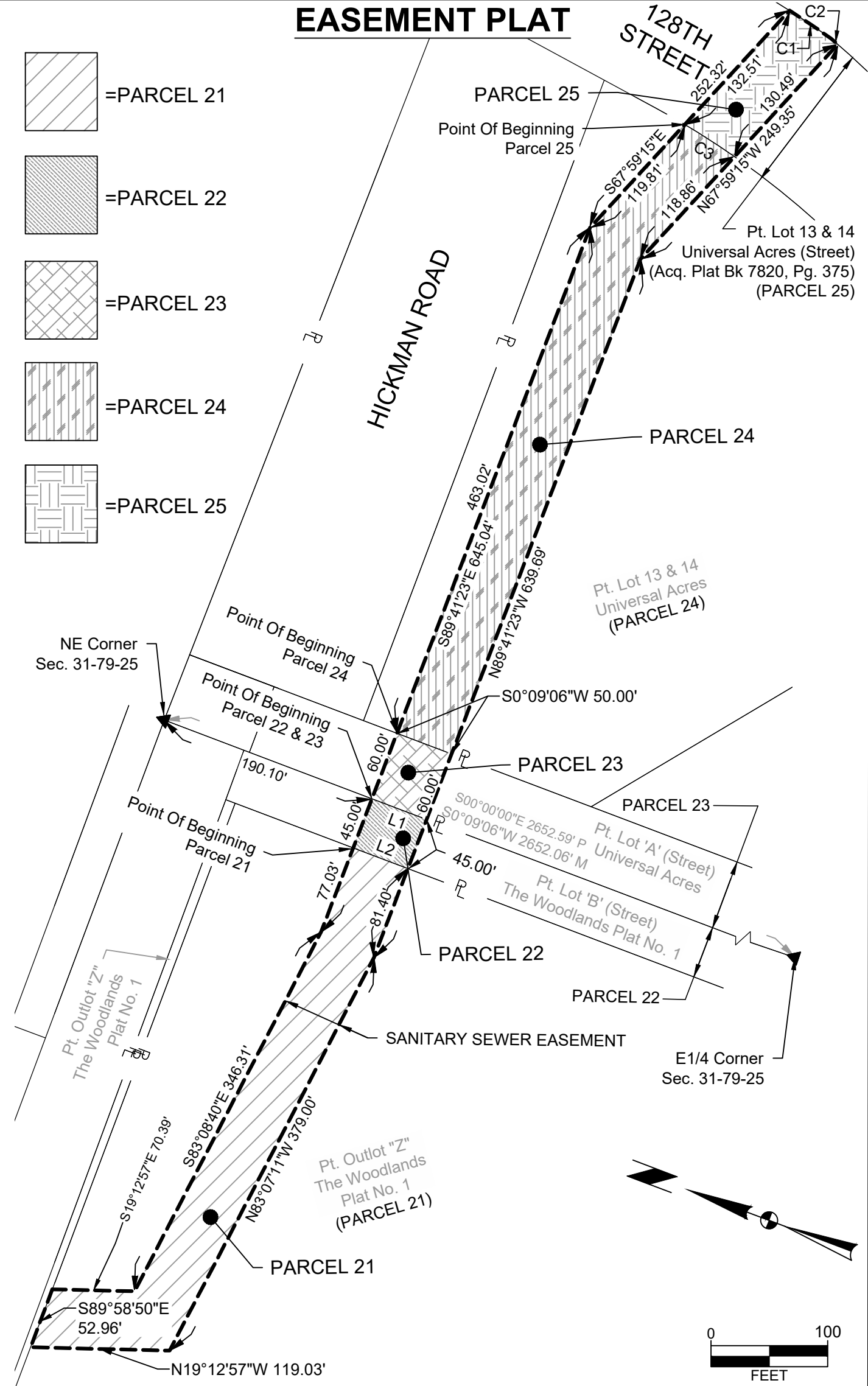
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=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 21, 22, 23, 24, & 25



2727 S.W. SNYDER BLVD
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SHEET 2 OF 3
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PARCEL 22 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'B', THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE EAST LINE OF SAID LOT 'B', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST CONTINUING ALONG SAID EAST LINE OF LOT 'B', 50.00 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE WEST LINE OF SAID LOT 'B'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET; THENCE SOUTH 89°41'23" EAST, 45.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,250 S.F.).

PARCEL 23 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'A', UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PARCEL 24 - SANITARY SEWER EASEMENT DESCRIPTION

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PARCEL 25 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, 25	SHEET 3 OF 3	
	PN: 123.0122.01A	
	T-R-S:79N-25W-31	
	DATE: 10/11/2024	
	2727 S.W. SNYDER BLVD	
	ANKENY, IOWA 50023 515-964-2020	
		PM/TECH: EDG/DCG

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 0070015000

Activity ID:01-2022-048
Parcel No.: 23

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 'A', UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF SAID LOT 'A', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE EAST LINE OF SAID LOT 'A'; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 60.00 FEET TO THE WEST LINE OF SAID LOT 'A'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,000 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.
2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area
3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.
5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.
6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "Z" & PT. LOT B
THE WOODLANDS PLAT NO. 1
PT. LOTS 'A', 13, & 14
UNIVERSAL ACRES
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	2°54'23"	843.03'	42.76'	21.39'	S13°25'42"W 42.76'
C2	0°31'52"	833.30'	7.72'	3.86'	S20°18'44"W 7.72'
C3	4°04'33"	713.40'	50.75'	25.39'	S12°13'06"W 50.74'

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.00	S00° 09' 06"W
L2	50.00	S00° 09' 06"W

DATE OF SURVEY

10/11/2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST 1/4 OF SAID
SECTION 31 IS ASSUMED TO BEAR SOUTH 0°09'06" WEST.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET
▲ ▲
● ○
■ □
H H
○CP
● P
● M
● R
● D
● C
● YPC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

 08/04/2025
Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 3, of 3

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 21, 22, 23, 24, & 25

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 1 OF 3

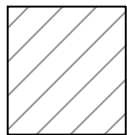
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T-R-S:79N-25W-31

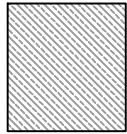
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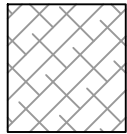
EASEMENT PLAT



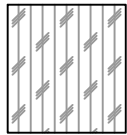
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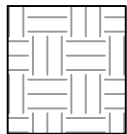
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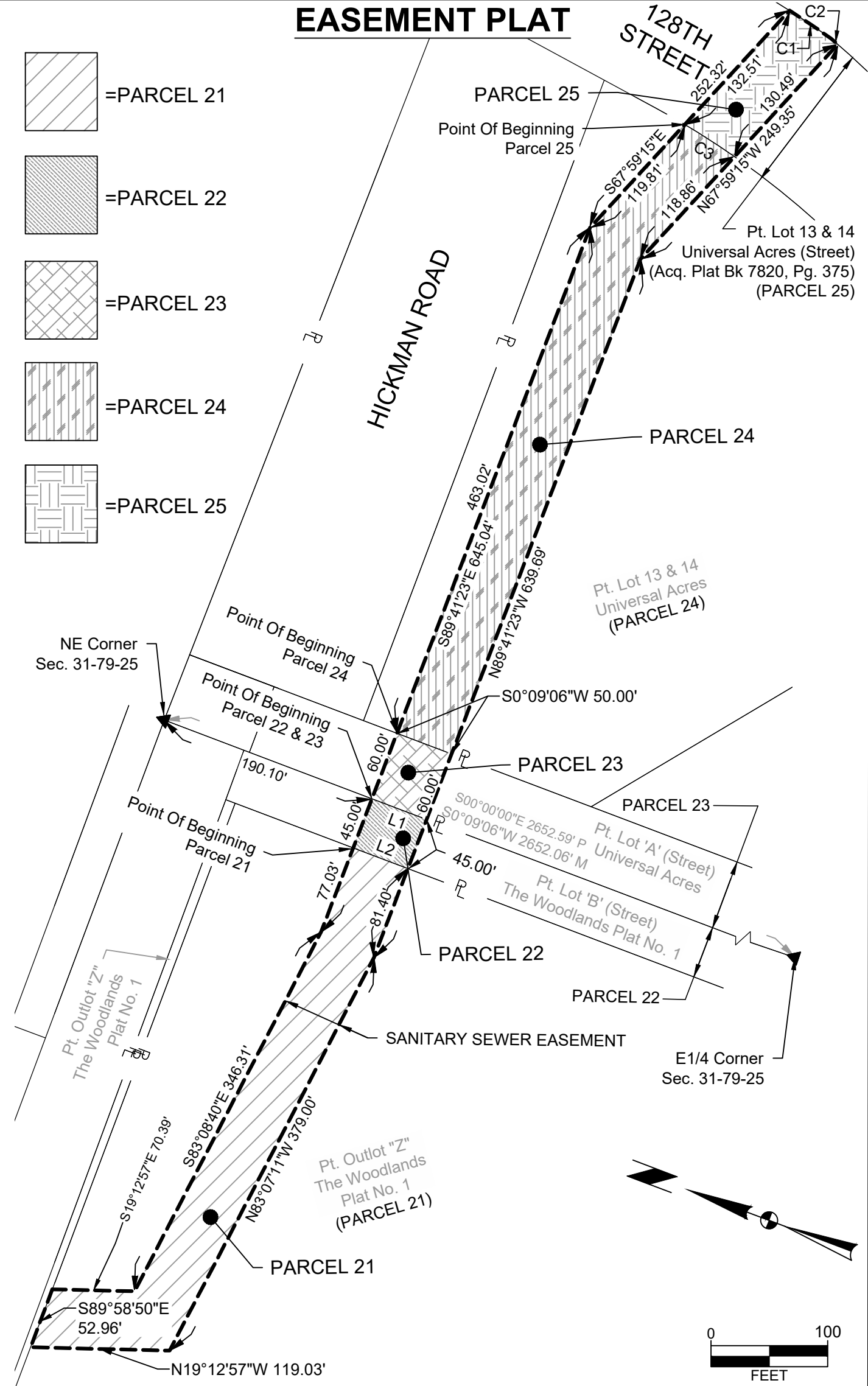
=PARCEL 23



=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 21, 22, 23, 24, & 25



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 3

PN: 123.0122.01A

T-R-S:79N-25W-31

DATE: 10/11/2024

PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 21 - SANITARY SEWER EASEMENT DESCRIPTION

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Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00770013011

Activity ID:01-2022-048
Parcel No.: 24

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13 AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS SOUTH 12°13'06" WEST, 50.74 FEET; THENCE NORTH 67°59'15" WEST, 118.86 FEET; THENCE NORTH 89°41'23" WEST, 453.29 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.66 ACRES (28,890 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as

the “Permanent Easement Area”) for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor’s successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "Z" & PT. LOT B
THE WOODLANDS PLAT NO. 1
PT. LOTS 'A', 13, & 14
UNIVERSAL ACRES
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	2°54'23"	843.03'	42.76'	21.39'	S13°25'42"W 42.76'
C2	0°31'52"	833.30'	7.72'	3.86'	S20°18'44"W 7.72'
C3	4°04'33"	713.40'	50.75'	25.39'	S12°13'06"W 50.74'

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.00	S00° 09' 06"W
L2	50.00	S00° 09' 06"W

DATE OF SURVEY

10/11/2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST 1/4 OF SAID
SECTION 31 IS ASSUMED TO BEAR SOUTH 0°09'06" WEST.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET
▲ △
● ○
■ □
⊞ ⊞
⊙ OCP
● P
● M
● R
● D
● C
● YPC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

 08/04/2025
Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 3, of 3

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 3

PARCELS 21, 22, 23, 24, & 25

PN: 123.0122.01A

T-R-S:79N-25W-31

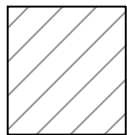


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

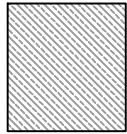
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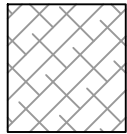
EASEMENT PLAT



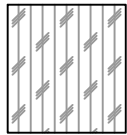
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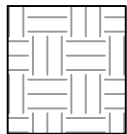
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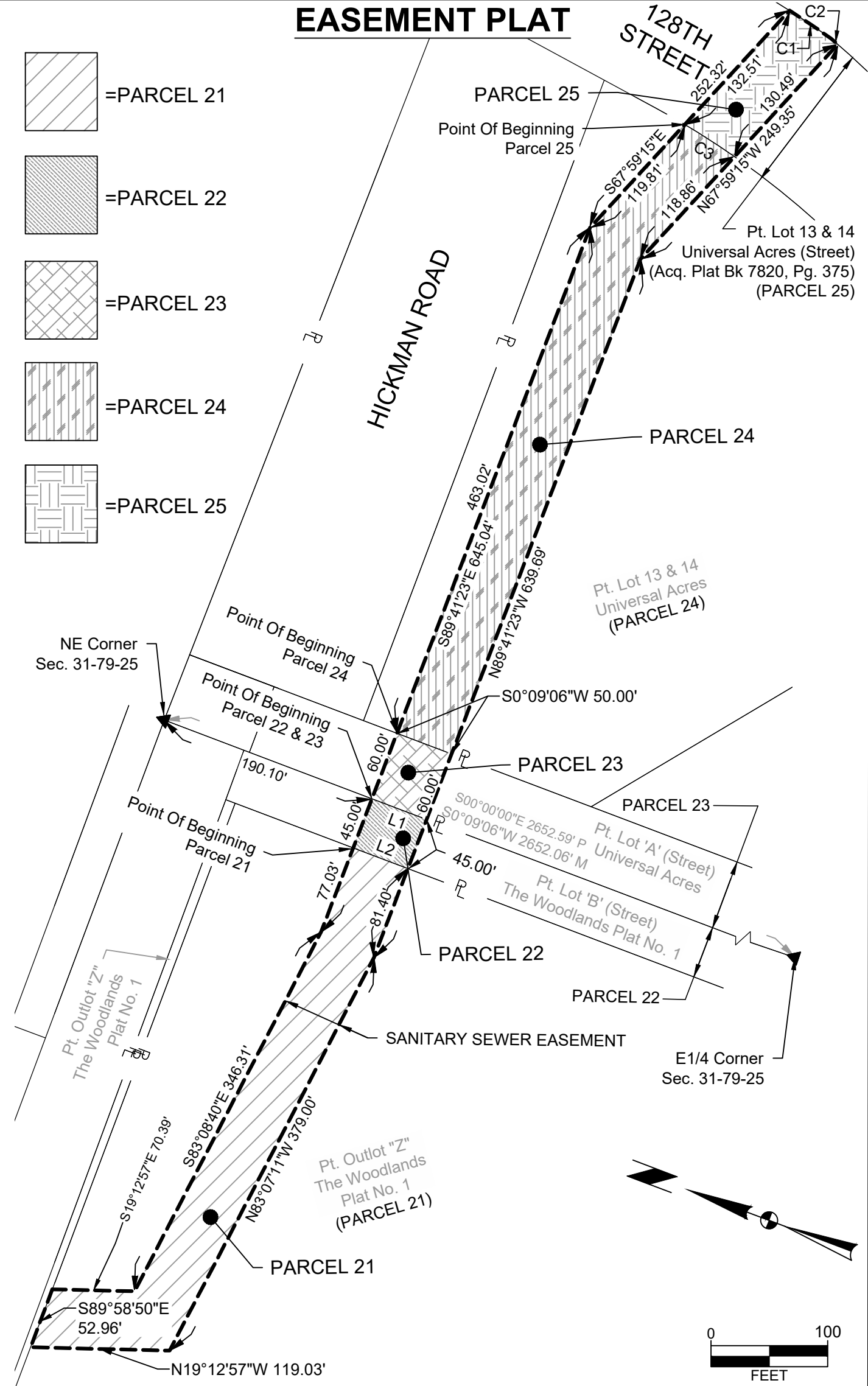
=PARCEL 23



=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 21, 22, 23, 24, & 25



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 3

PN: 123.0122.01A

T-R-S:79N-25W-31

DATE: 10/11/2024

PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 21 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Z", THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 190.10 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE EAST LINE OF SAID OUTLOT "Z" AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 81.40 FEET; THENCE NORTH 83°07'11" WEST, 379.00 FEET; THENCE NORTH 19°12'57" WEST, 119.03 FEET TO THE NORTH LINE OF SAID OUTLOT "Z"; THENCE SOUTH 89°58'50" EAST ALONG SAID EAST LINE, 52.96 FEET; THENCE SOUTH 19°12'57" EAST, 70.39 FEET; THENCE SOUTH 83°08'40" EAST, 346.31 FEET; THENCE SOUTH 89°41'23" EAST, 77.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.62 ACRES (26,857 S.F.).

PARCEL 22 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'B', THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PARCEL 23 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'A', UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, 25	SHEET 3 OF 3	
	PN: 123.0122.01A	
	T-R-S:79N-25W-31	
	DATE: 10/11/2024	
	2727 S.W. SNYDER BLVD	
	ANKENY, IOWA 50023 515-964-2020	
		PM/TECH: EDG/DCG

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00770013009

Activity ID:01-2022-048
Parcel No.: 25

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9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "Z" & PT. LOT B
THE WOODLANDS PLAT NO. 1
PT. LOTS 'A', 13, & 14
UNIVERSAL ACRES
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	2°54'23"	843.03'	42.76'	21.39'	S13°25'42"W 42.76'
C2	0°31'52"	833.30'	7.72'	3.86'	S20°18'44"W 7.72'
C3	4°04'33"	713.40'	50.75'	25.39'	S12°13'06"W 50.74'

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.00	S00° 09' 06"W
L2	50.00	S00° 09' 06"W

DATE OF SURVEY

10/11/2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST 1/4 OF SAID
SECTION 31 IS ASSUMED TO BEAR SOUTH 0°09'06" WEST.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET
▲ ▲
● ○
■ □
H H
○CP
● P
● M
● R
● D
● C
● YPC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

 08/04/2025
Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 3, of 3

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 3

PARCELS 21, 22, 23, 24, & 25

PN: 123.0122.01A

T-R-S:79N-25W-31

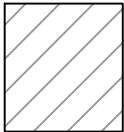


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

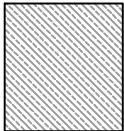
DATE: 10/11/2024

PM/TECH: EDG/DCG

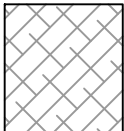
EASEMENT PLAT



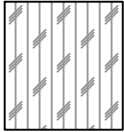
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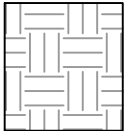
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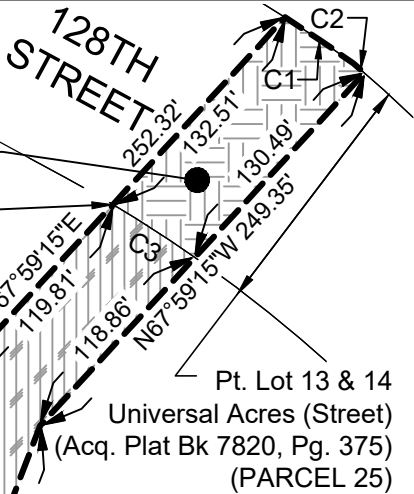
=PARCEL 23



=PARCEL 24



=PARCEL 25



HICKMAN ROAD

NE Corner
Sec. 31-79-25

Point Of Beginning
Parcel 24

Point Of Beginning
Parcel 22 & 23

Point Of Beginning
Parcel 21

Pt. Outlot "Z"
The Woodlands
Plat No. 1

Pt. Outlot "Z"
The Woodlands
Plat No. 1
(PARCEL 21)

PARCEL 22

PARCEL 23

PARCEL 23

PARCEL 22

PARCEL 21

PARCEL 25

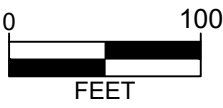
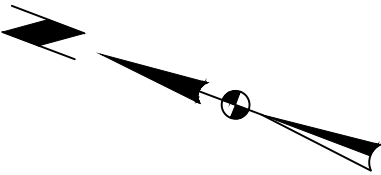
Point Of Beginning
Parcel 25

PARCEL 24

Pt. Lot 13 & 14
Universal Acres
(PARCEL 24)

SANITARY SEWER EASEMENT

E1/4 Corner
Sec. 31-79-25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 21, 22, 23, 24, & 25



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 3
PN: 123.0122.01A
T-R-S:79N-25W-31
DATE: 10/11/2024
PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 21 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Z", THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 190.10 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE EAST LINE OF SAID OUTLOT "Z" AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 81.40 FEET; THENCE NORTH 83°07'11" WEST, 379.00 FEET; THENCE NORTH 19°12'57" WEST, 119.03 FEET TO THE NORTH LINE OF SAID OUTLOT "Z"; THENCE SOUTH 89°58'50" EAST ALONG SAID EAST LINE, 52.96 FEET; THENCE SOUTH 19°12'57" EAST, 70.39 FEET; THENCE SOUTH 83°08'40" EAST, 346.31 FEET; THENCE SOUTH 89°41'23" EAST, 77.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.62 ACRES (26,857 S.F.).

PARCEL 22 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'B', THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE EAST LINE OF SAID LOT 'B', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST CONTINUING ALONG SAID EAST LINE OF LOT 'B', 50.00 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE WEST LINE OF SAID LOT 'B'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET; THENCE SOUTH 89°41'23" EAST, 45.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,250 S.F.).

PARCEL 23 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'A', UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF SAID LOT 'A', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE EAST LINE OF SAID LOT 'A'; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 60.00 FEET TO THE WEST LINE OF SAID LOT 'A'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,000 S.F.).

PARCEL 24 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13 AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS SOUTH 12°13'06" WEST, 50.74 FEET; THENCE NORTH 67°59'15" WEST, 118.86 FEET; THENCE NORTH 89°41'23" WEST, 453.29 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.66 ACRES (28,890 S.F.).

PARCEL 25 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET AND TO THE POINT OF BEGINNING; THENCE SOUTH 67°59'15" EAST, 132.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 843.03 FEET, WHOSE ARC LENGTH IS 42.76 FEET, AND WHOSE CHORD BEARS SOUTH 13°25'42" WEST, 42.76 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 833.30 FEET, WHOSE ARC LENGTH IS 7.72 FEET, AND WHOSE CHORD BEARS SOUTH 20°18'44" WEST, 7.72 FEET; THENCE NORTH 67°59'15" WEST, 130.49 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS NORTH 12°13'06" EAST, 50.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,587 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, 25	SHEET 3 OF 3	
	PN: 123.0122.01A	
	T-R-S:79N-25W-31	
	DATE: 10/11/2024	
	2727 S.W. SNYDER BLVD	
	ANKENY, IOWA 50023	
515-964-2020		PM/TECH: EDG/DCG

**DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY
OFFER TO PURCHASE RIGHT-OF-WAY AND/OR EASEMENTS**

To Seller: City of Clive, Iowa
1900 NW 114th St, Clive, IA 50325

1. **Property Description.** The DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the “WRA”), intends to acquire the property owned by you and legally described on the attached Exhibit, by this reference made a part hereof.
2. **Price.** The WRA agrees to pay the following:

<u>Permanent Sanitary Sewer Easement 18,263 sf x \$0.00 sf x 50%</u>	= \$00.00
<u>Total</u>	= \$00.00
3. **Purpose of the Acquisition.** The purpose of the acquisition is for the Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4) Project.
4. **Real Estate Taxes.** The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. **Special Assessments.** This acquisition shall not relieve the Seller of Seller’s liability for payment of any special assessments against the property.
6. **Possession.** Possession shall be upon receipt of documents from the Seller and payment of funds by the WRA.
7. **Conveyance.** Upon payment of the purchase price, Seller shall convey the right of way and/or easements to the WRA, in accordance with the form(s) provided by the WRA.
8. **Contract Binding on Successors-in-Interest.** This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

Names and addresses of lienholders are:

9. **Execution of Offer.** This Offer is executed on behalf of the WRA and is subject to ratification by the WRA Board upon its acceptance by Seller. This Offer shall not be binding on the WRA until the easement document(s) have been received and approved by the WRA Board, or the WRA Director, whichever is applicable. This Offer shall be freely assignable and apply to and bind the successors in interest of the parties.

10. **Special Provisions.** None.

Dated this _____ day of _____, 20__.

REPRESENTING THE DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

By: _____
Cody Fredericksen, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this _____ day of _____, 20__.

SELLER
The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20__ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: Parcel 2022-1179 BK 19292 PG 918 Lots 13 & 14 Universal Acres

Activity ID:01-2022-048
Parcel No.: 27

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF PARCEL 2022-1179 AS FILED IN BOOK 19292, PAGE 918 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF LOTS 13 AND 14, UNIVERSAL ACRES, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2022-1179; THENCE NORTH 89°19'07" WEST ALONG THE NORTH LINE OF SAID PARCEL 2022-1179, A DISTANCE OF 96.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°02'47" EAST, 292.41 FEET TO THE EAST LINE OF SAID PARCEL 2022-1179; THENCE SOUTH 00°07'52" WEST ALONG SAID EAST LINE, 106.36 FEET; THENCE NORTH 75°57'56" WEST, 17.97 FEET; THENCE NORTH 19°02'47" WEST, 400.99 FEET TO THE NORTH LINE OF SAID PARCEL 2022-1179; THENCE SOUTH 89°19'07" EAST ALONG SAID NORTH LINE, 53.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.42 ACRES (18,263 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary

appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful

authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL 2022-1179 &
PT. LOTS 13 & 14
UNIVERSAL ACRES
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCEL 2022-1179 AS FILED IN BOOK 19292, PAGE 918 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF LOTS 13 AND 14, UNIVERSAL ACRES, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2022-1179; THENCE NORTH 89°19'07" WEST ALONG THE NORTH LINE OF SAID PARCEL 2022-1179, A DISTANCE OF 96.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°02'47" EAST, 292.41 FEET TO THE EAST LINE OF SAID PARCEL 2022-1179; THENCE SOUTH 00°07'52" WEST ALONG SAID EAST LINE, 106.36 FEET; THENCE NORTH 75°57'56" WEST, 17.97 FEET; THENCE NORTH 19°02'47" WEST, 400.99 FEET TO THE NORTH LINE OF SAID PARCEL 2022-1179; THENCE SOUTH 89°19'07" EAST ALONG SAID NORTH LINE, 53.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.42 ACRES (18,263 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

10/15/2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

BASIS OF BEARING

THE EAST LINE OF LOT 13 & 14, UNIVERSAL ACRES, AN OFFICIAL PLAT IS ASSUMED TO BEAR NORTH 0°07'52" EAST.

LEGEND

FEATURES

	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap # 19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	≡	≡
Control Point	⊙CP	
Bench Mark	⊙	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin 08/04/2025
Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
Sheets 1 and 2 of 2.

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 2

PARCEL 27

PN: 123.0122.01A

T-R-S:79N-25W-32

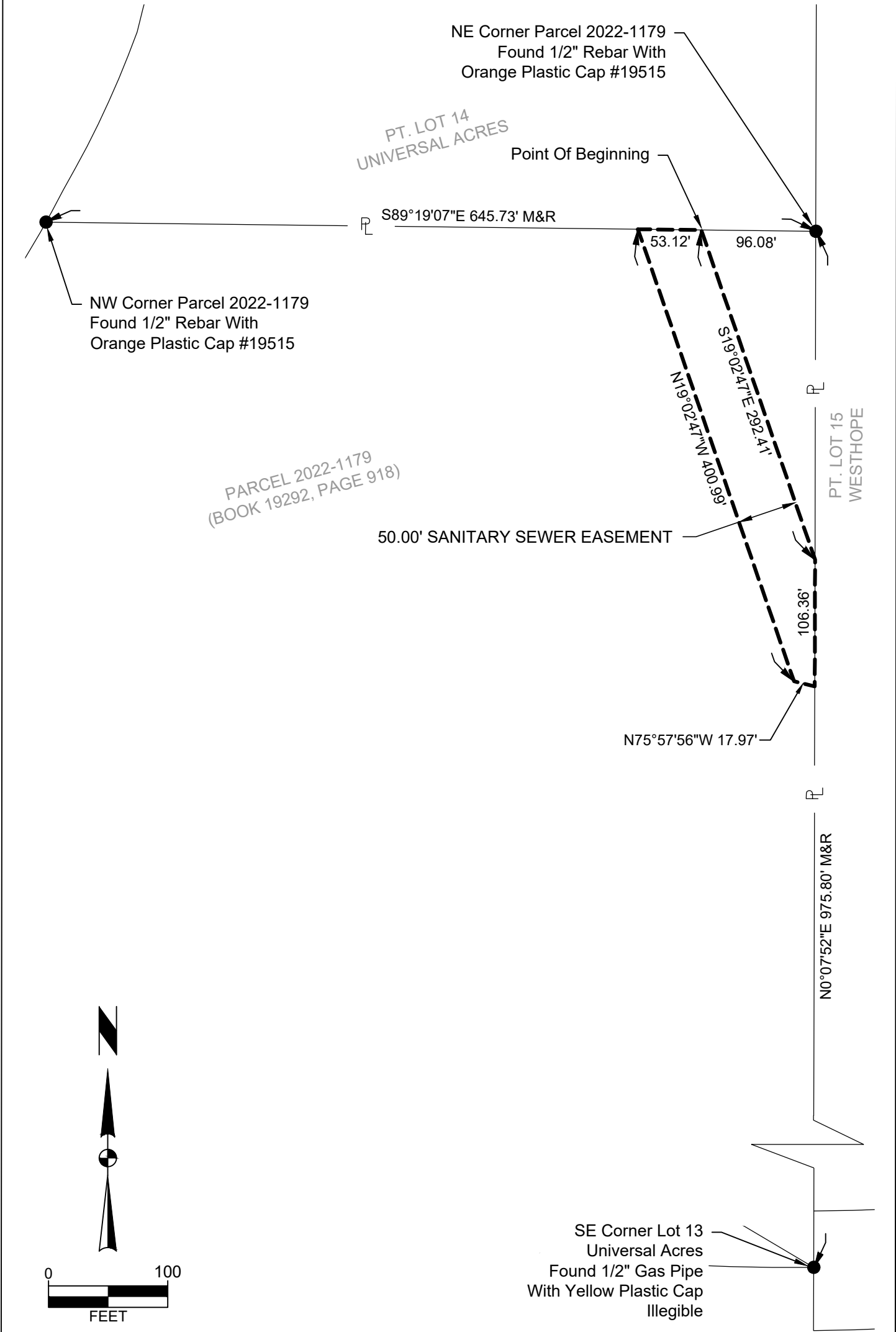
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

PM/TECH: EDG/DCG



EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCEL 27



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 2

PN: 123.0122.01A

T-R-S:79N-25W-32

DATE: 10/11/2024

PM/TECH: EDG/DCG

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00445205000

Activity ID:01-2022-048
Parcel No.: 30

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF OUTLOT "Y", MENARD'S BUSINESS PARK PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 82°03'10" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 162.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°03'10" WEST ALONG SAID SOUTH LINE, 81.74 FEET; THENCE NORTH 44°20'28" WEST, 232.11 FEET; THENCE NORTH 78°05'57" WEST, 253.07 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°10'03" EAST ALONG SAID WEST LINE, 51.07 FEET; THENCE SOUTH 78°05'57" EAST, 278.63 FEET; THENCE SOUTH 44°20'28" EAST, 311.95 FEET TO THE POINT OF BEGINNING AND CONTAINING (26,894 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.
2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area
3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.
5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.
6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. OUTLOT 'Y', MENARDS BUSINESS PARK PLAT NO. 1
PT. OUTLOT 'X', HERNDON TERRACE
PT. ABANDONED CM & ST P&P RR ROW
PT. LOT 11, UNIVERSAL ACRES
PT. OUTLOT 'X', HICKORY HILLS LAKE PLAT 1
PT. PARCEL 'A', OFFICIAL PLAT OF E1/2 SEC. 32-79-25
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.43	N00° 03' 23"E
L2	70.11	S00° 06' 40"W
L3	70.00	S00° 13' 10"W

DATE OF SURVEY

OCTOBER 18, 2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

LEGEND

FEATURES

	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap # 19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⌚	⌚
Control Point	⊙CP	
Bench Mark	●	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 4 of 4

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 4

PARCELS 30, 31, 32, 33, 34, & 35

PN: 123.0122.01A

T-R-S:79N-25W-32

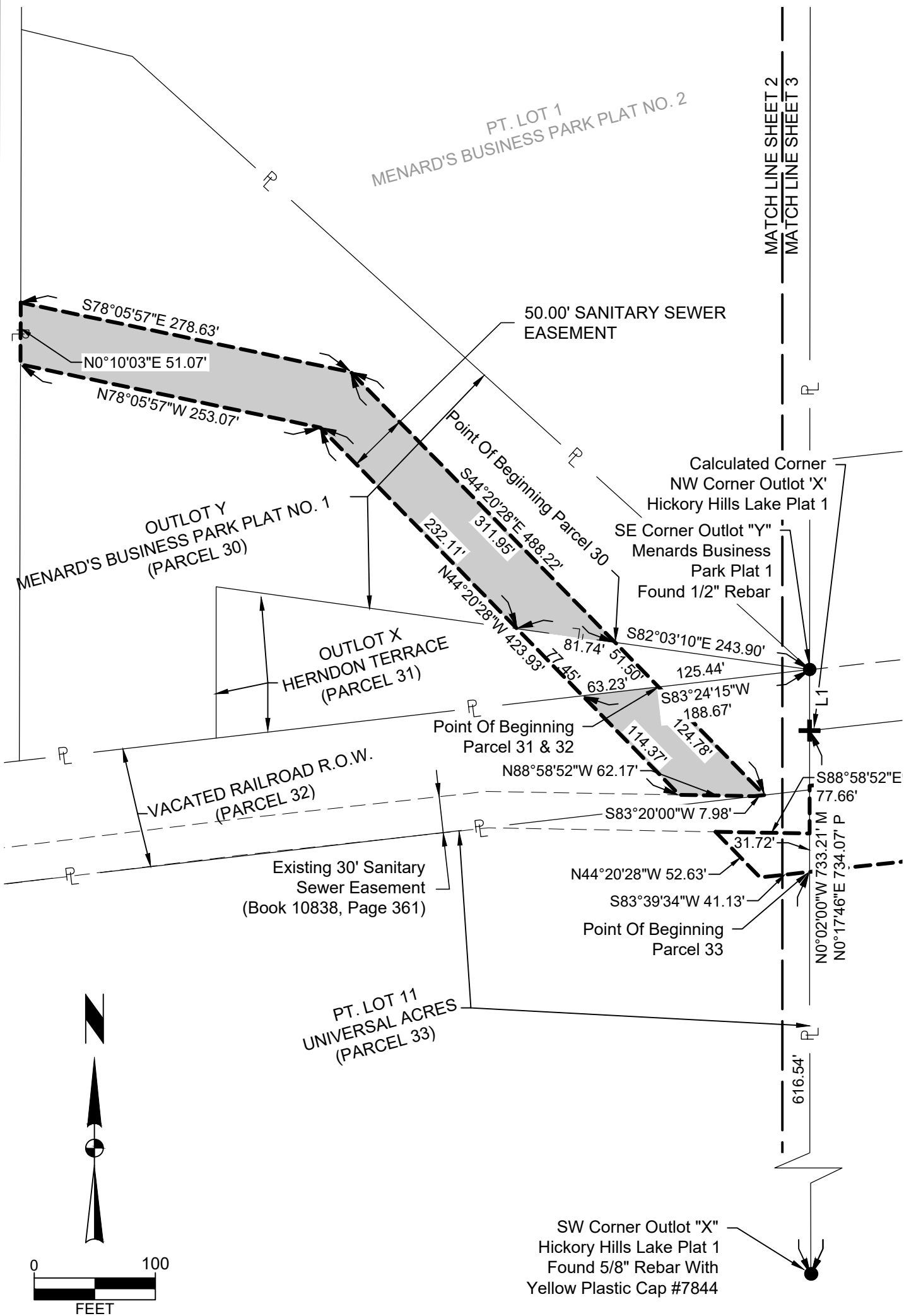


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

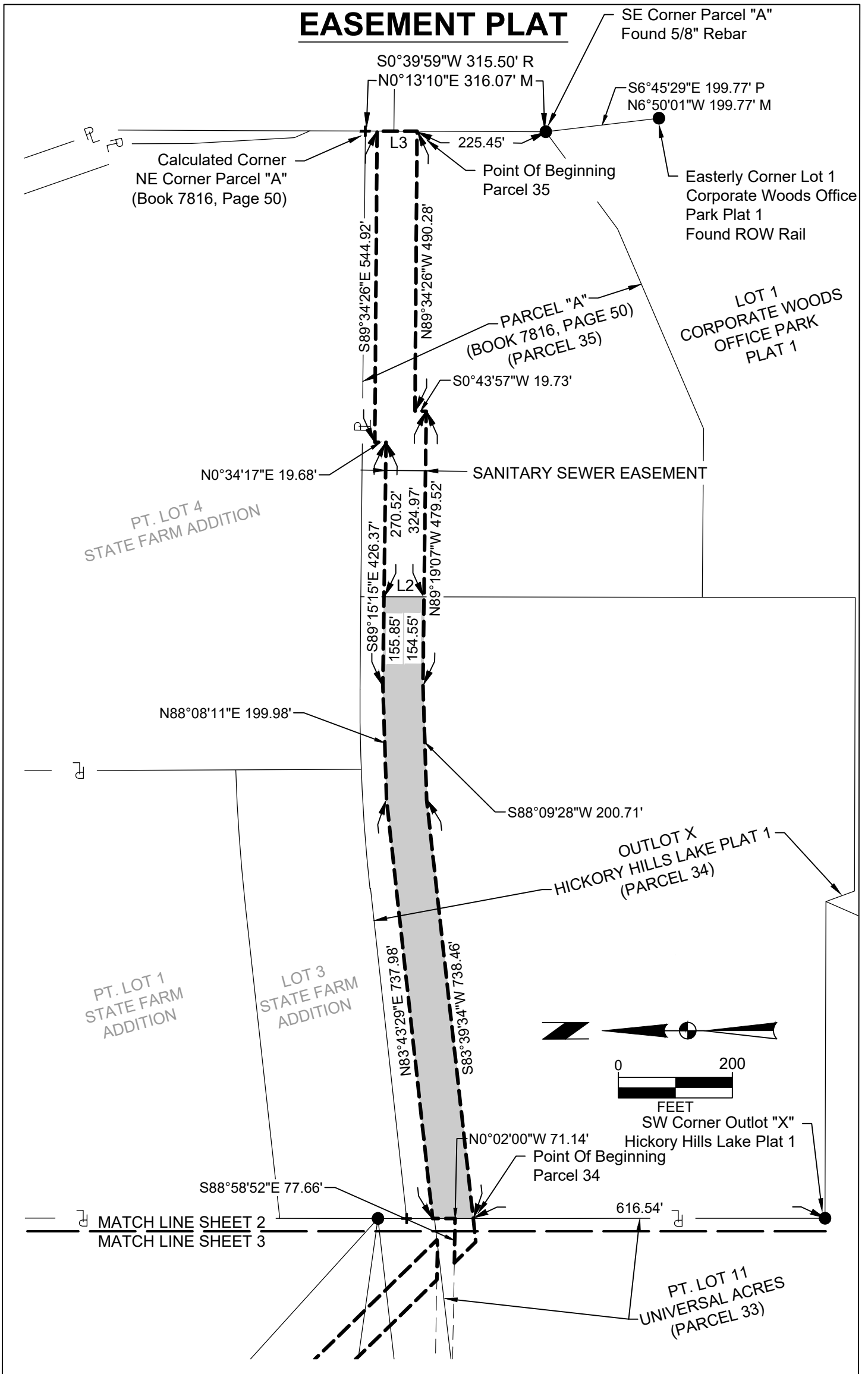
PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 2 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
	2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020
	PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1
PARCELS 30, 31, 32, 33, 34, & 35

SHEET 3 OF 4

PN: 123.0122.01A

T-R-S:79N-25W-32

DATE: 10/18/2024

PM/TECH: EDG/DCG



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

EASEMENT PLAT

PARCEL 30 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Y", MENARD'S BUSINESS PARK PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 82°03'10" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 162.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°03'10" WEST ALONG SAID SOUTH LINE, 81.74 FEET; THENCE NORTH 44°20'28" WEST, 232.11 FEET; THENCE NORTH 78°05'57" WEST, 253.07 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°10'03" EAST ALONG SAID WEST LINE, 51.07 FEET; THENCE SOUTH 78°05'57" EAST, 278.63 FEET; THENCE SOUTH 44°20'28" EAST, 311.95 FEET TO THE POINT OF BEGINNING AND CONTAINING (26,894 S.F.).

PARCEL 31 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HERNDON TERRACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE SOUTH LINE OF SAID OUTLOT X, 125.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83°24'15" WEST ALONG SAID SOUTH LINE, 63.23 FEET; THENCE NORTH 44°20'28" WEST, 77.45 FEET TO THE NORTH LINE OF SAID OUTLOT X; THENCE SOUTH 82°03'10" EAST ALONG SAID NORTH LINE, 81.74 FEET; THENCE SOUTH 44°20'28" EAST, 51.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,224 S.F.).

PARCEL 32 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE ABANDONED C.M. ST. P. & P. RAILROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO OUTLOT "X", HERNDON TERRACE, AN OFFICIAL PLAT, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE NORTH LINE OF SAID ABANDONED RAILROAD RIGHT-OF-WAY, 125.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°20'28" EAST, 124.78 FEET TO THE SOUTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY AND TO THE NORTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 83°20'00" WEST ALONG THE NORTH LINE OF SAID EXISTING SANITARY SEWER EASEMENT, 7.98 FEET ; THENCE NORTH 88°58'52" WEST CONTINUING ALONG SAID NORTH LINE, 62.17 FEET; THENCE NORTH 44°20'28" WEST, 114.37 FEET TO THE NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY; THENCE NORTH 83°24'15" EAST ALONG SAID NORTH LINE, 63.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,012 S.F.).

PARCEL 33 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 11, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "X", HICKORY HILLS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°02'00"W ALONG THE WEST LINE OF SAID OUTLOT "X", AND ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 616.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°39'34" WEST, 41.13 FEET; THENCE NORTH 44°20'28" WEST, 52.63 FEET TO THE SOUTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 88°58'52" EAST ALONG SAID SOUTH LINE, 77.66 FEET TO SAID EAST LINE OF LOT 11; THENCE SOUTH 00°02'00" EAST ALONG SAID EAST LINE, 31.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,084 S.F.).

PARCEL 34 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HICKORY HILLS LAKE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT X; THENCE NORTH 00°02'00" WEST ALONG THE WEST LINE OF SAID OUTLOT X, 616.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'00" WEST ALONG SAID WEST LINE, 71.14 FEET; THENCE NORTH 83°43'29" EAST, 737.98 FEET; THENCE NORTH 88°08'11" EAST, 199.98 FEET; THENCE SOUTH 89°15'15" EAST, 155.85 FEET TO THE EAST LINE OF SAID OUTLOT X; THENCE SOUTH 00°06'40" WEST ALONG SAID EAST LINE, 70.11 FEET; THENCE NORTH 89°19'07" WEST, 154.55 FEET; THENCE SOUTH 88°09'28" WEST, 200.71 FEET; THENCE SOUTH 83°39'34" WEST, 738.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.76 ACRES (76,864 S.F.).

PARCEL 35 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCEL "A" AS RECORDED IN BOOK 7816, PAGE 50 IN THE OFFICE OF THE POLK COUNTY RECORDER BEING A PART OF LOTS 2, 3, 4, AND 12 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND PART OF THE FORMER CHICAGO-MILWAUKEE-ST.PAUL AND PACIFIC RAILROAD RIGHT OF WAY, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°13'17" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 225.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°34'26" WEST, 490.28 FEET; THENCE SOUTH 00°43'57" WEST, 19.73 FEET; THENCE NORTH 89°19'07" WEST, 324.97 FEET TO THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00°06'40" EAST ALONG SAID WEST LINE, 70.11 FEET; THENCE SOUTH 89°15'15" EAST, 270.52 FEET; THENCE NORTH 00°34'17" EAST, 19.68 FEET; THENCE SOUTH 89°34'26" EAST, 544.92 FEET TO SAID EAST LINE OF PARCEL "A"; THENCE SOUTH 00°13'10" WEST ALONG SAID EAST LINE, 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.33 ACRES (58,143 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 4 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
 2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00310105000

Activity ID:01-2022-048
Parcel No.: 31

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

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hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. OUTLOT 'Y', MENARDS BUSINESS PARK PLAT NO. 1
PT. OUTLOT 'X', HERNDON TERRACE
PT. ABANDONED CM & ST P&P RR ROW
PT. LOT 11, UNIVERSAL ACRES
PT. OUTLOT 'X', HICKORY HILLS LAKE PLAT 1
PT. PARCEL 'A', OFFICIAL PLAT OF E1/2 SEC. 32-79-25
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.43	N00° 03' 23"E
L2	70.11	S00° 06' 40"W
L3	70.00	S00° 13' 10"W

DATE OF SURVEY

OCTOBER 18, 2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

LEGEND

FEATURES

	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap # 19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⌚	⌚
Control Point	⊙CP	
Bench Mark	●	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 4 of 4

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 4

PARCELS 30, 31, 32, 33, 34, & 35

PN: 123.0122.01A

T-R-S:79N-25W-32

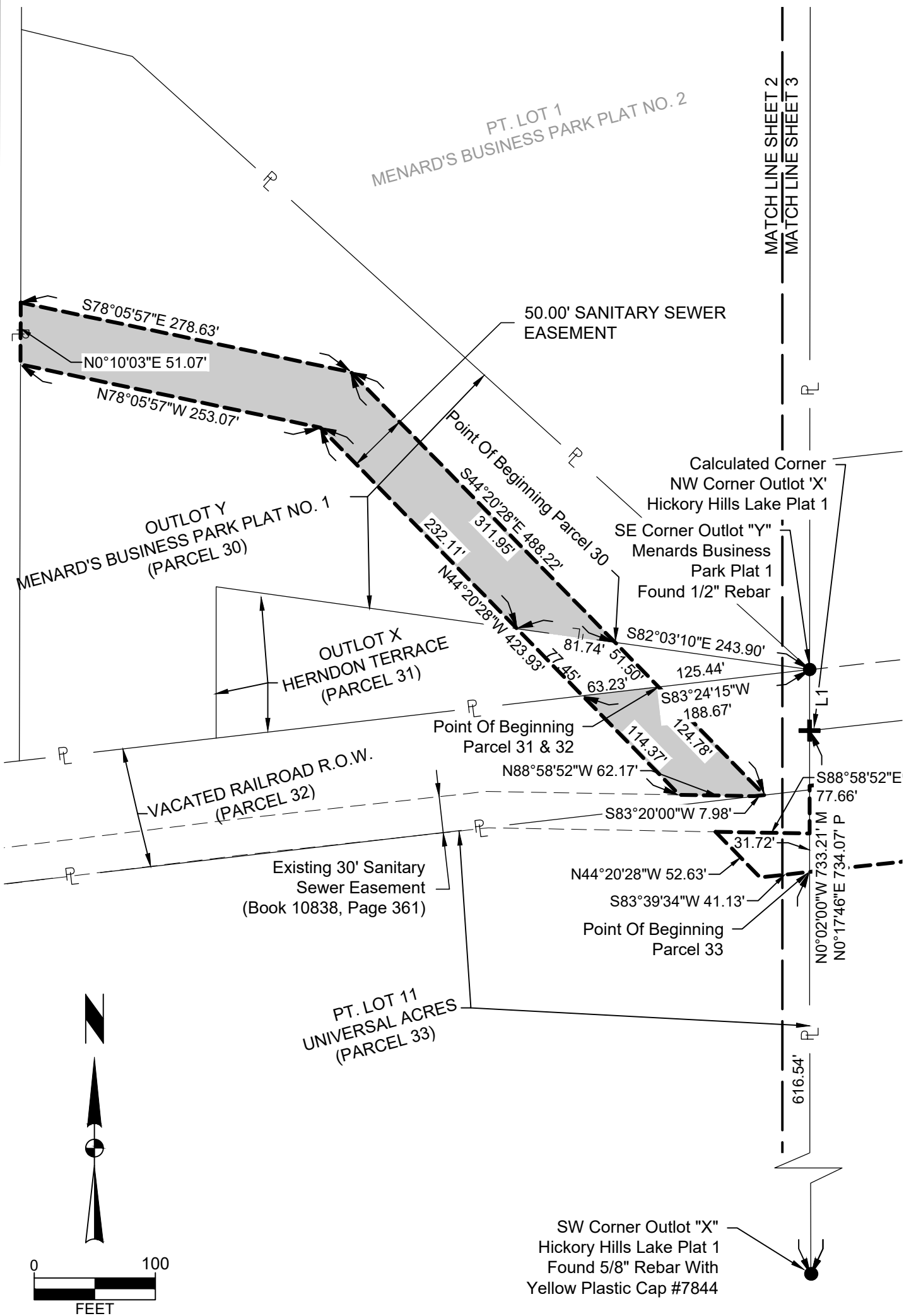


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

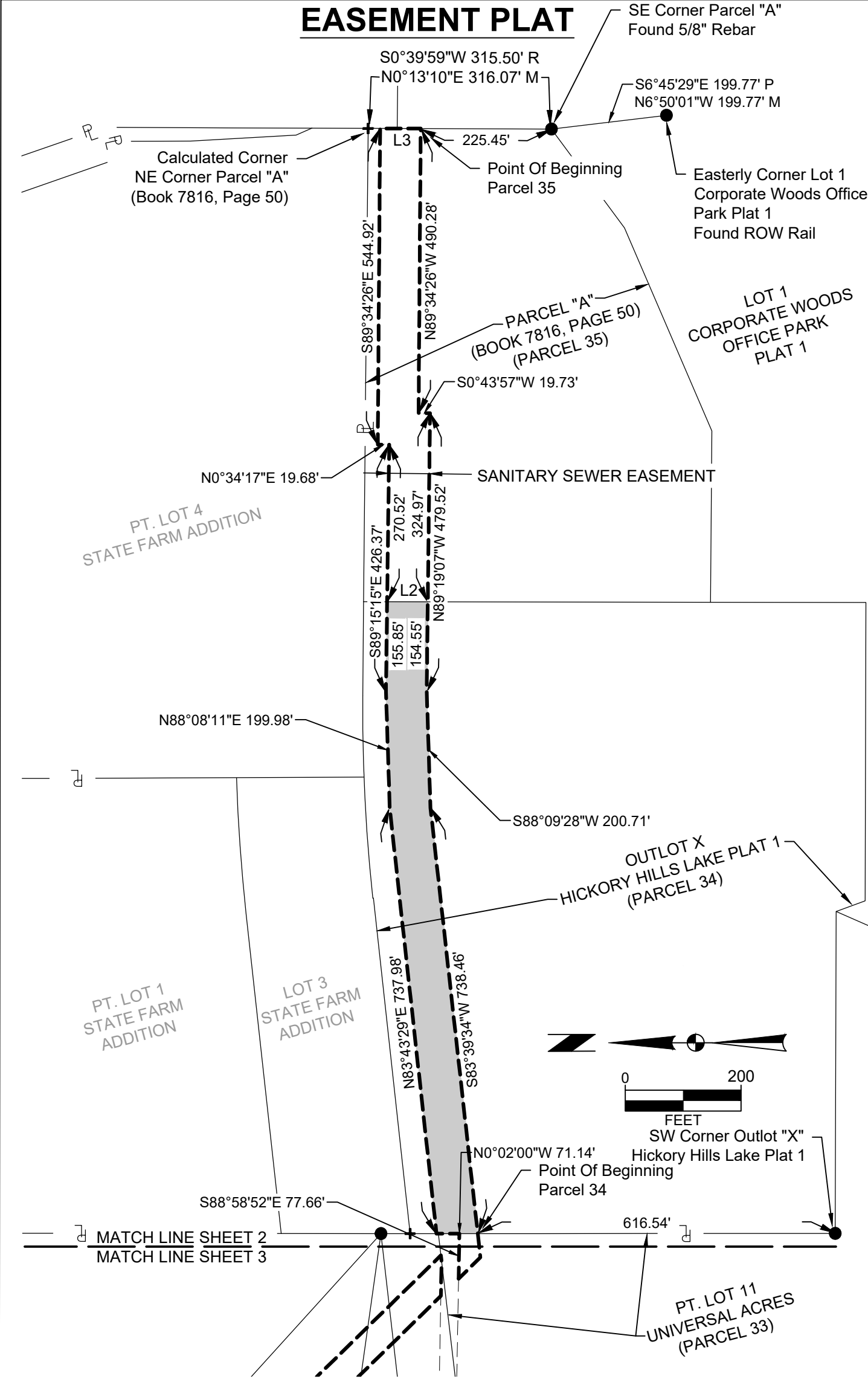
PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 2 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, & 35	SHEET 3 OF 4
	PN: 123.0122.01A
 2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	T-R-S:79N-25W-32
	DATE: 10/18/2024 PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 30 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Y", MENARD'S BUSINESS PARK PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 82°03'10" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 162.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°03'10" WEST ALONG SAID SOUTH LINE, 81.74 FEET; THENCE NORTH 44°20'28" WEST, 232.11 FEET; THENCE NORTH 78°05'57" WEST, 253.07 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°10'03" EAST ALONG SAID WEST LINE, 51.07 FEET; THENCE SOUTH 78°05'57" EAST, 278.63 FEET; THENCE SOUTH 44°20'28" EAST, 311.95 FEET TO THE POINT OF BEGINNING AND CONTAINING (26,894 S.F.).

PARCEL 31 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HERNDON TERRACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE SOUTH LINE OF SAID OUTLOT X, 125.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83°24'15" WEST ALONG SAID SOUTH LINE, 63.23 FEET; THENCE NORTH 44°20'28" WEST, 77.45 FEET TO THE NORTH LINE OF SAID OUTLOT X; THENCE SOUTH 82°03'10" EAST ALONG SAID NORTH LINE, 81.74 FEET; THENCE SOUTH 44°20'28" EAST, 51.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,224 S.F.).

PARCEL 32 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE ABANDONED C.M. ST. P. & P. RAILROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO OUTLOT "X", HERNDON TERRACE, AN OFFICIAL PLAT, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE NORTH LINE OF SAID ABANDONED RAILROAD RIGHT-OF-WAY, 125.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°20'28" EAST, 124.78 FEET TO THE SOUTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY AND TO THE NORTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 83°20'00" WEST ALONG THE NORTH LINE OF SAID EXISTING SANITARY SEWER EASEMENT, 7.98 FEET ; THENCE NORTH 88°58'52" WEST CONTINUING ALONG SAID NORTH LINE, 62.17 FEET; THENCE NORTH 44°20'28" WEST, 114.37 FEET TO THE NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY; THENCE NORTH 83°24'15" EAST ALONG SAID NORTH LINE, 63.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,012 S.F.).

PARCEL 33 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 11, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "X", HICKORY HILLS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°02'00"W ALONG THE WEST LINE OF SAID OUTLOT "X", AND ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 616.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°39'34" WEST, 41.13 FEET; THENCE NORTH 44°20'28" WEST, 52.63 FEET TO THE SOUTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 88°58'52" EAST ALONG SAID SOUTH LINE, 77.66 FEET TO SAID EAST LINE OF LOT 11; THENCE SOUTH 00°02'00" EAST ALONG SAID EAST LINE, 31.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,084 S.F.).

PARCEL 34 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HICKORY HILLS LAKE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT X; THENCE NORTH 00°02'00" WEST ALONG THE WEST LINE OF SAID OUTLOT X, 616.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'00" WEST ALONG SAID WEST LINE, 71.14 FEET; THENCE NORTH 83°43'29" EAST, 737.98 FEET; THENCE NORTH 88°08'11" EAST, 199.98 FEET; THENCE SOUTH 89°15'15" EAST, 155.85 FEET TO THE EAST LINE OF SAID OUTLOT X; THENCE SOUTH 00°06'40" WEST ALONG SAID EAST LINE, 70.11 FEET; THENCE NORTH 89°19'07" WEST, 154.55 FEET; THENCE SOUTH 88°09'28" WEST, 200.71 FEET; THENCE SOUTH 83°39'34" WEST, 738.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.76 ACRES (76,864 S.F.).

PARCEL 35 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCEL "A" AS RECORDED IN BOOK 7816, PAGE 50 IN THE OFFICE OF THE POLK COUNTY RECORDER BEING A PART OF LOTS 2, 3, 4, AND 12 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND PART OF THE FORMER CHICAGO-MILWAUKEE-ST.PAUL AND PACIFIC RAILROAD RIGHT OF WAY, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°13'17" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 225.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°34'26" WEST, 490.28 FEET; THENCE SOUTH 00°43'57" WEST, 19.73 FEET; THENCE NORTH 89°19'07" WEST, 324.97 FEET TO THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00°06'40" EAST ALONG SAID WEST LINE, 70.11 FEET; THENCE SOUTH 89°15'15" EAST, 270.52 FEET; THENCE NORTH 00°34'17" EAST, 19.68 FEET; THENCE SOUTH 89°34'26" EAST, 544.92 FEET TO SAID EAST LINE OF PARCEL "A"; THENCE SOUTH 00°13'10" WEST ALONG SAID EAST LINE, 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.33 ACRES (58,143 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 4 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
 2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00770011001

Activity ID:01-2022-048
Parcel No.: 32

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF THE ABANDONED C.M. ST. P. & P. RAILROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO OUTLOT "X", HERNDON TERRACE, AN OFFICIAL PLAT, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE NORTH LINE OF SAID ABANDONED RAILROAD RIGHT-OF-WAY, 125.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°20'28" EAST, 124.78 FEET TO THE SOUTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY AND TO THE NORTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 83°20'00" WEST ALONG THE NORTH LINE OF SAID EXISTING SANITARY SEWER EASEMENT, 7.98 FEET ; THENCE NORTH 88°58'52" WEST CONTINUING ALONG SAID NORTH LINE, 62.17 FEET; THENCE NORTH 44°20'28" WEST, 114.37 FEET TO THE NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY; THENCE NORTH 83°24'15" EAST ALONG SAID NORTH LINE, 63.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,012 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over,

through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. OUTLOT 'Y', MENARDS BUSINESS PARK PLAT NO. 1
PT. OUTLOT 'X', HERNDON TERRACE
PT. ABANDONED CM & ST P&P RR ROW
PT. LOT 11, UNIVERSAL ACRES
PT. OUTLOT 'X', HICKORY HILLS LAKE PLAT 1
PT. PARCEL 'A', OFFICIAL PLAT OF E1/2 SEC. 32-79-25
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.43	N00° 03' 23"E
L2	70.11	S00° 06' 40"W
L3	70.00	S00° 13' 10"W

DATE OF SURVEY

OCTOBER 18, 2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

LEGEND

FEATURES

	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap # 19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⌚	⌚
Control Point	⊙CP	
Bench Mark	●	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 4 of 4

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 4

PARCELS 30, 31, 32, 33, 34, & 35

PN: 123.0122.01A

T-R-S:79N-25W-32

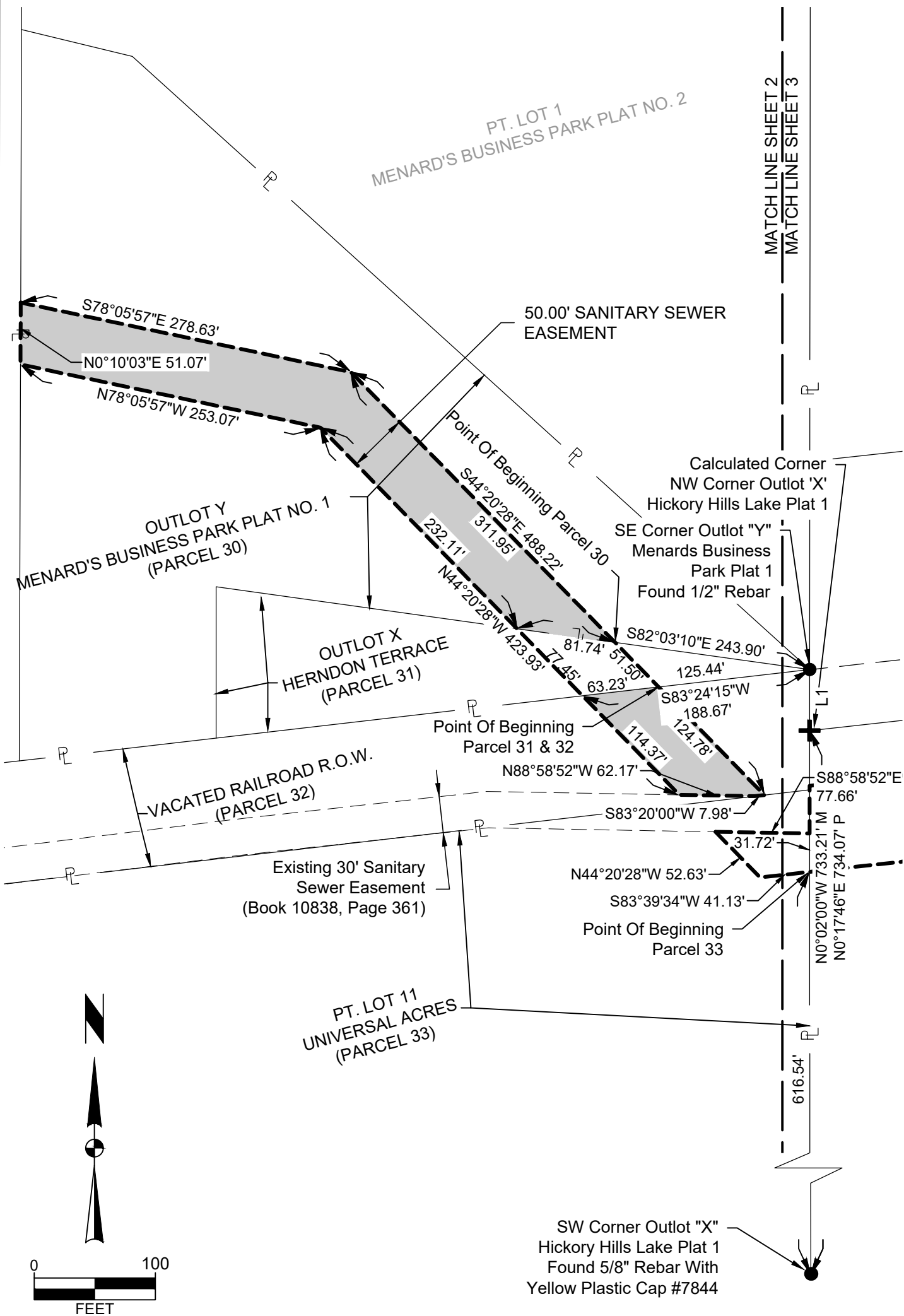


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

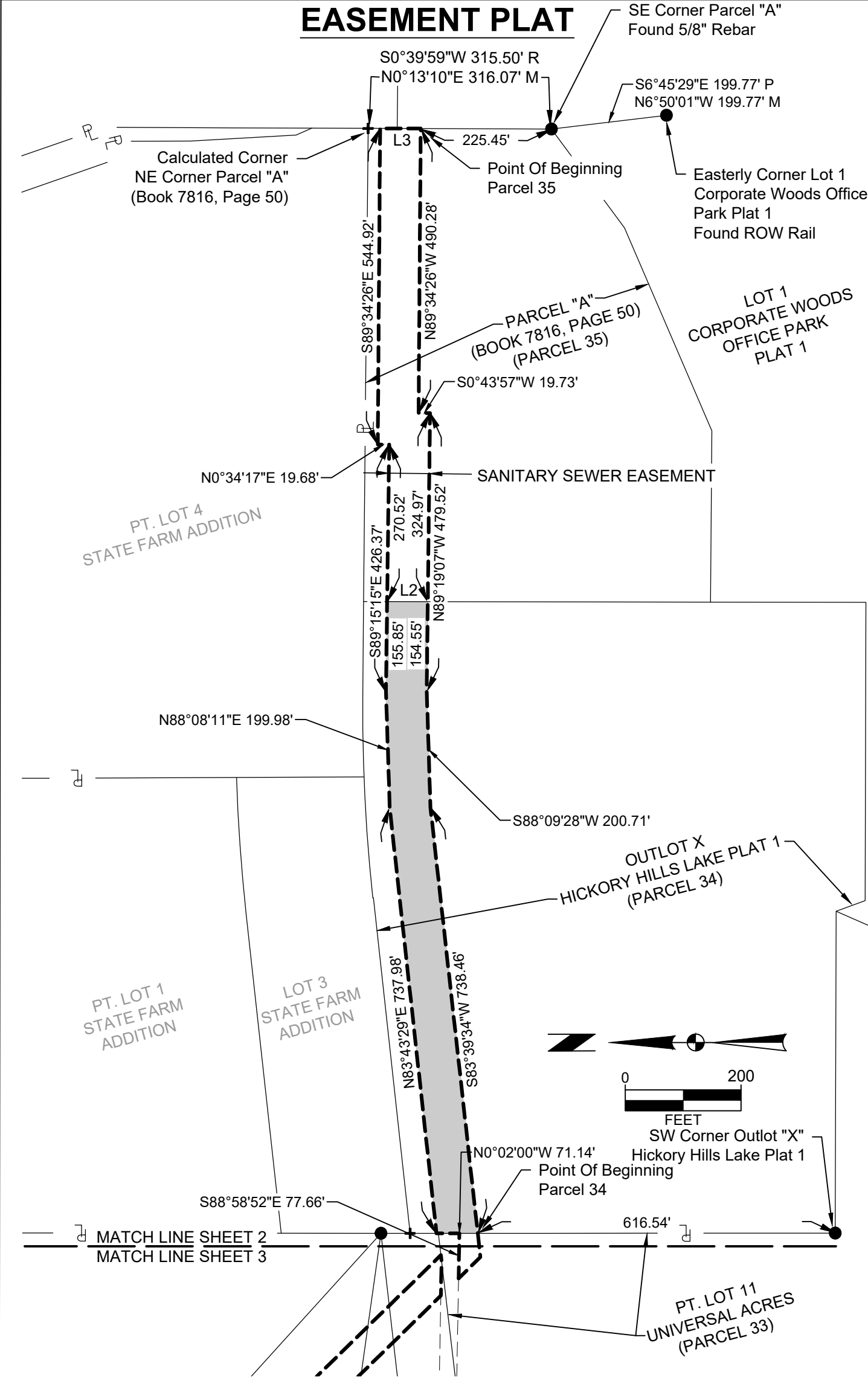
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EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 2 OF 4
	PN: 123.0122.01A
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EASEMENT PLAT



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EASEMENT PLAT

PARCEL 30 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Y", MENARD'S BUSINESS PARK PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 82°03'10" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 162.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°03'10" WEST ALONG SAID SOUTH LINE, 81.74 FEET; THENCE NORTH 44°20'28" WEST, 232.11 FEET; THENCE NORTH 78°05'57" WEST, 253.07 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°10'03" EAST ALONG SAID WEST LINE, 51.07 FEET; THENCE SOUTH 78°05'57" EAST, 278.63 FEET; THENCE SOUTH 44°20'28" EAST, 311.95 FEET TO THE POINT OF BEGINNING AND CONTAINING (26,894 S.F.).

PARCEL 31 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HERNDON TERRACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE SOUTH LINE OF SAID OUTLOT X, 125.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83°24'15" WEST ALONG SAID SOUTH LINE, 63.23 FEET; THENCE NORTH 44°20'28" WEST, 77.45 FEET TO THE NORTH LINE OF SAID OUTLOT X; THENCE SOUTH 82°03'10" EAST ALONG SAID NORTH LINE, 81.74 FEET; THENCE SOUTH 44°20'28" EAST, 51.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,224 S.F.).

PARCEL 32 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE ABANDONED C.M. ST. P. & P. RAILROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO OUTLOT "X", HERNDON TERRACE, AN OFFICIAL PLAT, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

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PARCEL 33 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 11, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "X", HICKORY HILLS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°02'00"W ALONG THE WEST LINE OF SAID OUTLOT "X", AND ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 616.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°39'34" WEST, 41.13 FEET; THENCE NORTH 44°20'28" WEST, 52.63 FEET TO THE SOUTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 88°58'52" EAST ALONG SAID SOUTH LINE, 77.66 FEET TO SAID EAST LINE OF LOT 11; THENCE SOUTH 00°02'00" EAST ALONG SAID EAST LINE, 31.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,084 S.F.).

PARCEL 34 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HICKORY HILLS LAKE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

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PARCEL 35 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCEL "A" AS RECORDED IN BOOK 7816, PAGE 50 IN THE OFFICE OF THE POLK COUNTY RECORDER BEING A PART OF LOTS 2, 3, 4, AND 12 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND PART OF THE FORMER CHICAGO-MILWAUKEE-ST.PAUL AND PACIFIC RAILROAD RIGHT OF WAY, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°13'17" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 225.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°34'26" WEST, 490.28 FEET; THENCE SOUTH 00°43'57" WEST, 19.73 FEET; THENCE NORTH 89°19'07" WEST, 324.97 FEET TO THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00°06'40" EAST ALONG SAID WEST LINE, 70.11 FEET; THENCE SOUTH 89°15'15" EAST, 270.52 FEET; THENCE NORTH 00°34'17" EAST, 19.68 FEET; THENCE SOUTH 89°34'26" EAST, 544.92 FEET TO SAID EAST LINE OF PARCEL "A"; THENCE SOUTH 00°13'10" WEST ALONG SAID EAST LINE, 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.33 ACRES (58,143 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 4 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
 2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00770011008

Activity ID:01-2022-048
Parcel No.: 33

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 11, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "X", HICKORY HILLS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°02'00"W ALONG THE WEST LINE OF SAID OUTLOT "X", AND ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 616.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°39'34" WEST, 41.13 FEET; THENCE NORTH 44°20'28" WEST, 52.63 FEET TO THE SOUTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 88°58'52" EAST ALONG SAID SOUTH LINE, 77.66 FEET TO SAID EAST LINE OF LOT 11; THENCE SOUTH 00°02'00" EAST ALONG SAID EAST LINE, 31.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,084 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary

appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful

authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. OUTLOT 'Y', MENARDS BUSINESS PARK PLAT NO. 1
PT. OUTLOT 'X', HERNDON TERRACE
PT. ABANDONED CM & ST P&P RR ROW
PT. LOT 11, UNIVERSAL ACRES
PT. OUTLOT 'X', HICKORY HILLS LAKE PLAT 1
PT. PARCEL 'A', OFFICIAL PLAT OF E1/2 SEC. 32-79-25
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.43	N00° 03' 23"E
L2	70.11	S00° 06' 40"W
L3	70.00	S00° 13' 10"W

DATE OF SURVEY

OCTOBER 18, 2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

LEGEND

FEATURES

	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap # 19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⌚	⌚
Control Point	⊙CP	
Bench Mark	●	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 4 of 4

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 4

PARCELS 30, 31, 32, 33, 34, & 35

PN: 123.0122.01A

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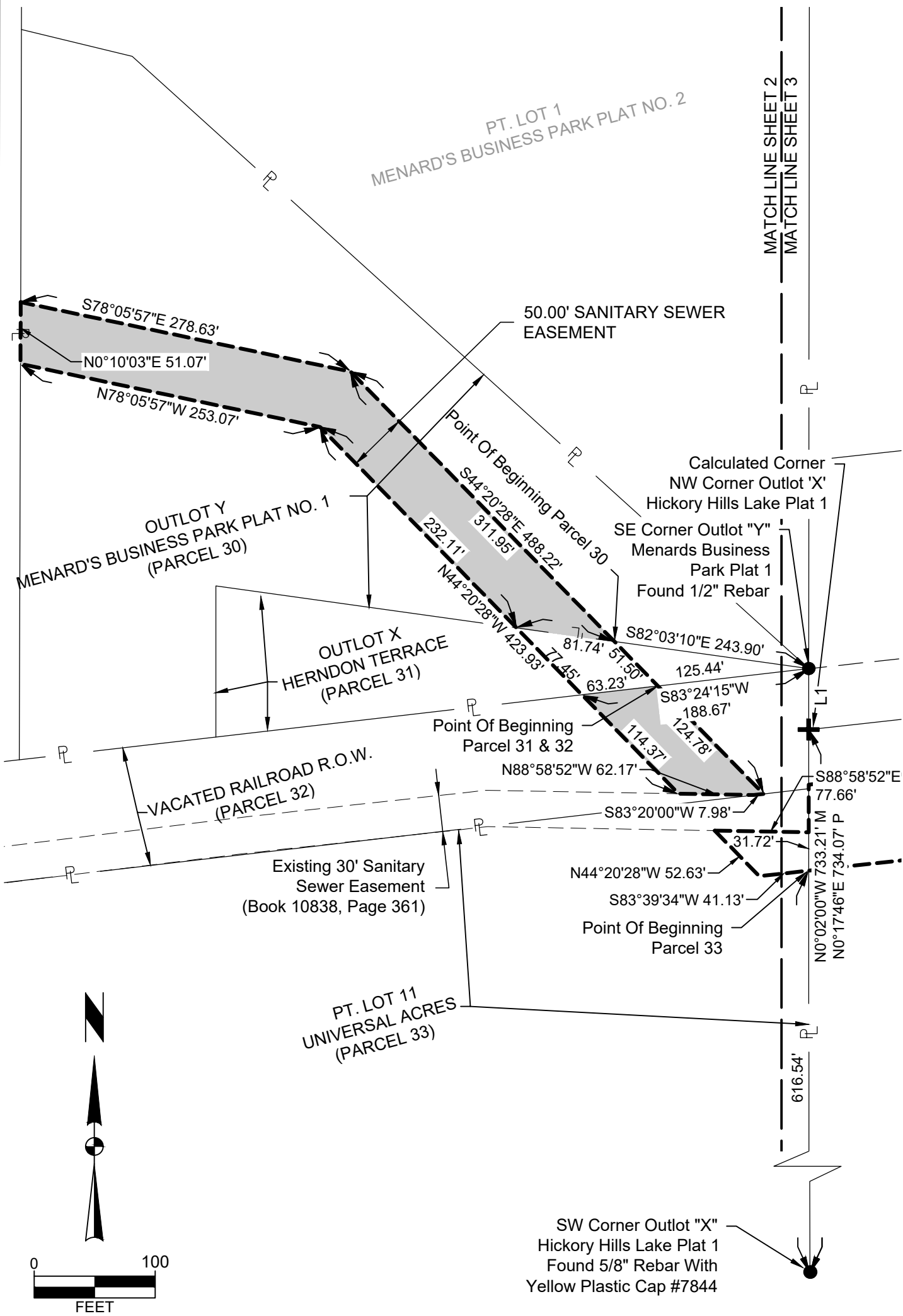


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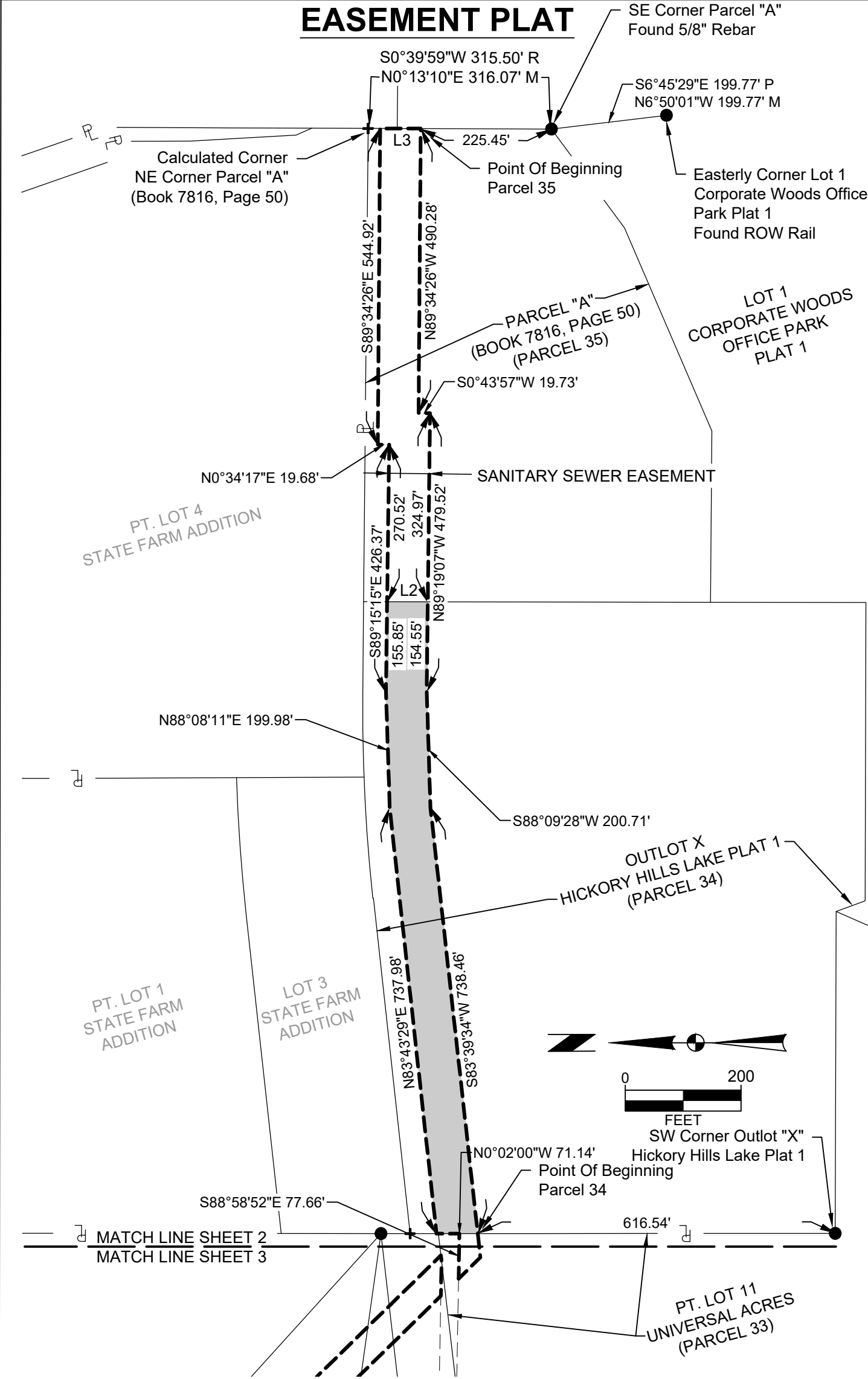
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A PART OF PARCEL "A" AS RECORDED IN BOOK 7816, PAGE 50 IN THE OFFICE OF THE POLK COUNTY RECORDER BEING A PART OF LOTS 2, 3, 4, AND 12 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND PART OF THE FORMER CHICAGO-MILWAUKEE-ST.PAUL AND PACIFIC RAILROAD RIGHT OF WAY, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°13'17" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 225.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°34'26" WEST, 490.28 FEET; THENCE SOUTH 00°43'57" WEST, 19.73 FEET; THENCE NORTH 89°19'07" WEST, 324.97 FEET TO THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00°06'40" EAST ALONG SAID WEST LINE, 70.11 FEET; THENCE SOUTH 89°15'15" EAST, 270.52 FEET; THENCE NORTH 00°34'17" EAST, 19.68 FEET; THENCE SOUTH 89°34'26" EAST, 544.92 FEET TO SAID EAST LINE OF PARCEL "A"; THENCE SOUTH 00°13'10" WEST ALONG SAID EAST LINE, 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.33 ACRES (58,143 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 4 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
	2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020
	PM/TECH: EDG/DCG

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00345156000

Activity ID:01-2022-048
Parcel No.: 34

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF OUTLOT X, HICKORY HILLS LAKE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT X; THENCE NORTH 00°02'00" WEST ALONG THE WEST LINE OF SAID OUTLOT X, 616.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'00" WEST ALONG SAID WEST LINE, 71.14 FEET; THENCE NORTH 83°43'29" EAST, 737.98 FEET; THENCE NORTH 88°08'11" EAST, 199.98 FEET; THENCE SOUTH 89°15'15" EAST, 155.85 FEET TO THE EAST LINE OF SAID OUTLOT X; THENCE SOUTH 00°06'40" WEST ALONG SAID EAST LINE, 70.11 FEET; THENCE NORTH 89°19'07" WEST, 154.55 FEET; THENCE SOUTH 88°09'28" WEST, 200.71 FEET; THENCE SOUTH 83°39'34" WEST, 738.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.76 ACRES (76,864 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.
2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area
3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.
5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.
6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. OUTLOT 'Y', MENARDS BUSINESS PARK PLAT NO. 1
PT. OUTLOT 'X', HERNDON TERRACE
PT. ABANDONED CM & ST P&P RR ROW
PT. LOT 11, UNIVERSAL ACRES
PT. OUTLOT 'X', HICKORY HILLS LAKE PLAT 1
PT. PARCEL 'A', OFFICIAL PLAT OF E1/2 SEC. 32-79-25
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.43	N00° 03' 23"E
L2	70.11	S00° 06' 40"W
L3	70.00	S00° 13' 10"W

DATE OF SURVEY

OCTOBER 18, 2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

LEGEND

FEATURES

	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap # 19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	≡	≡
Control Point	⊙CP	
Bench Mark	◐	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 4 of 4

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 4

PARCELS 30, 31, 32, 33, 34, & 35

PN: 123.0122.01A

T-R-S:79N-25W-32

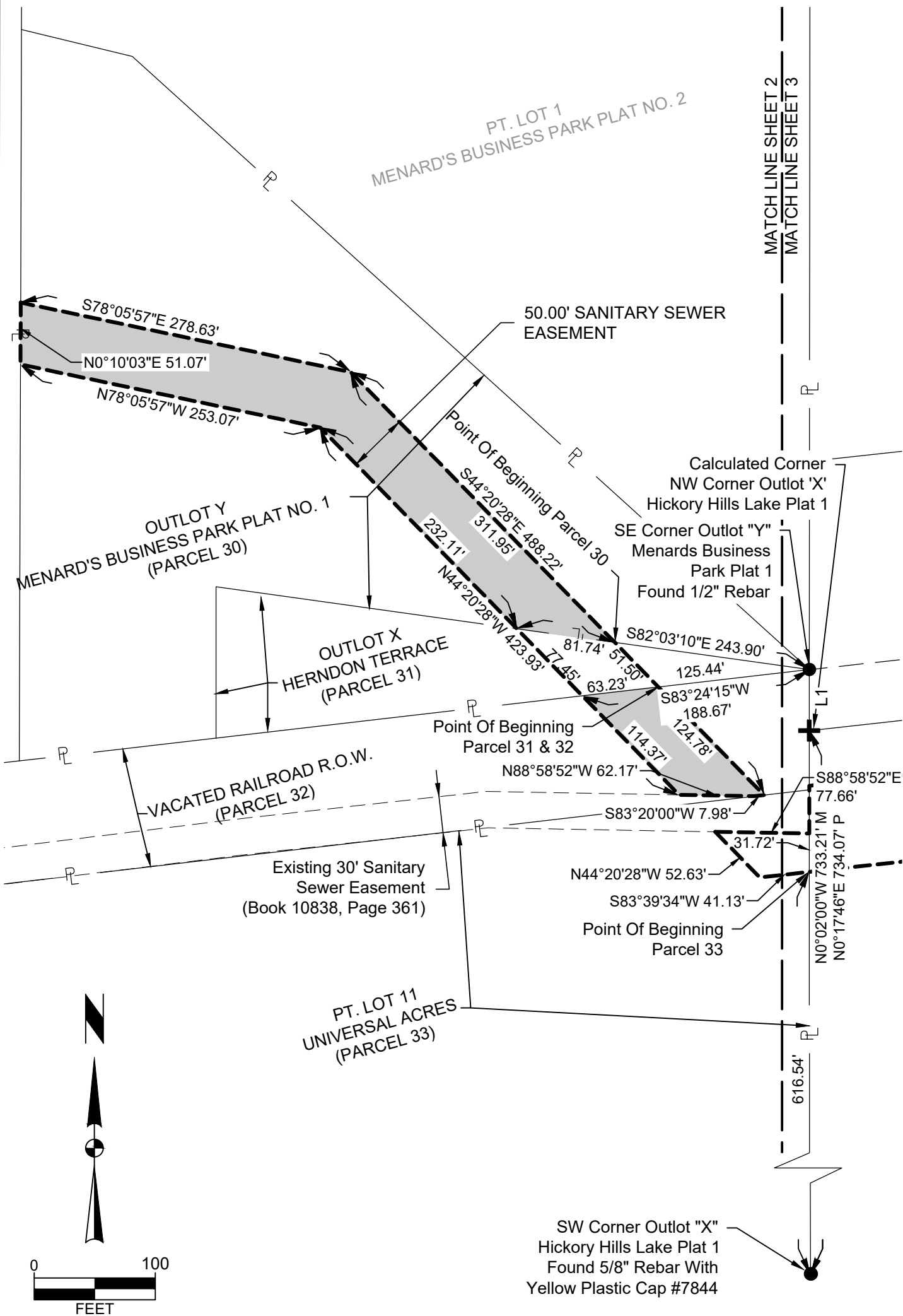


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

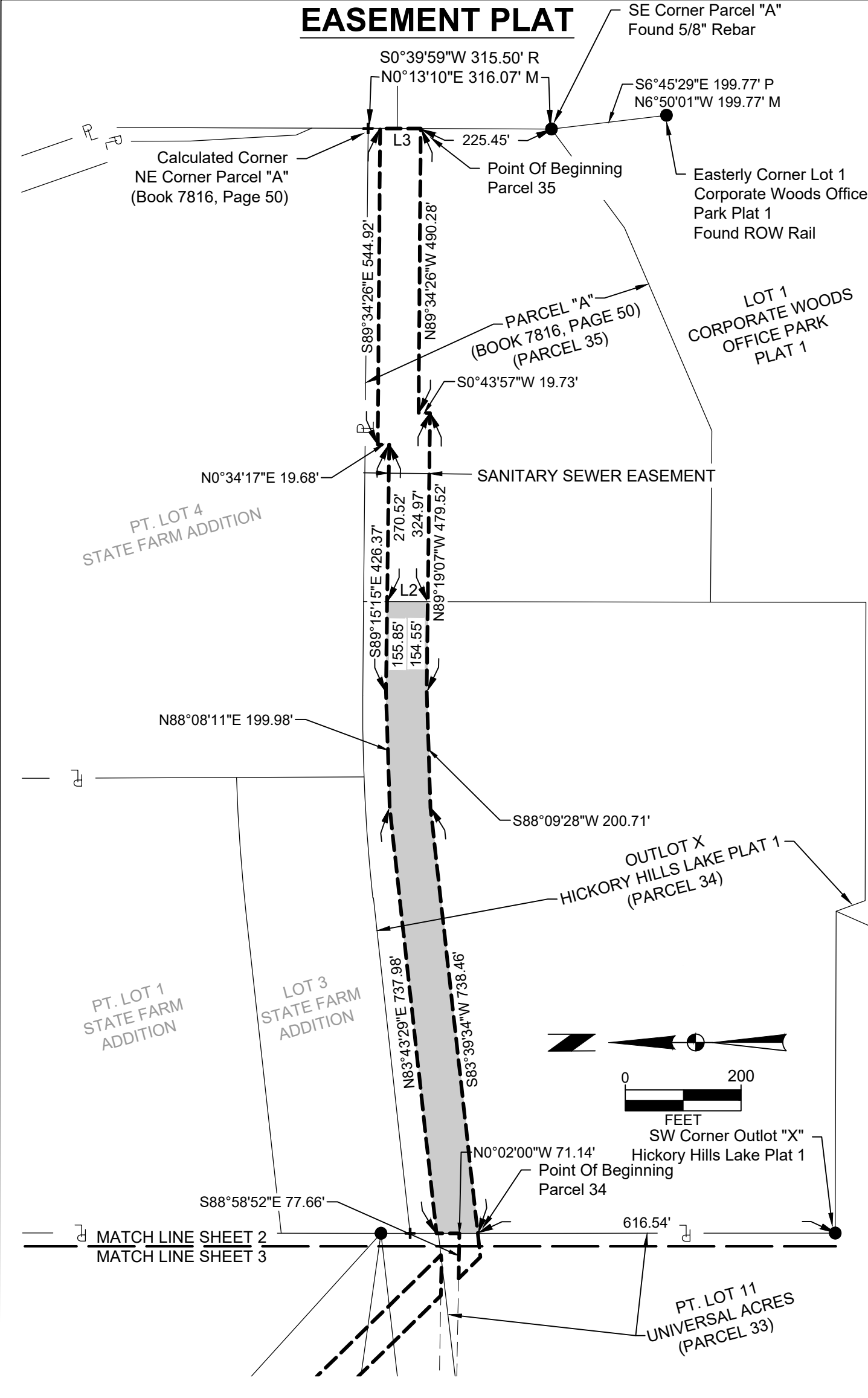
PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 2 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, & 35	SHEET 3 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 30 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Y", MENARD'S BUSINESS PARK PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 82°03'10" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 162.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°03'10" WEST ALONG SAID SOUTH LINE, 81.74 FEET; THENCE NORTH 44°20'28" WEST, 232.11 FEET; THENCE NORTH 78°05'57" WEST, 253.07 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°10'03" EAST ALONG SAID WEST LINE, 51.07 FEET; THENCE SOUTH 78°05'57" EAST, 278.63 FEET; THENCE SOUTH 44°20'28" EAST, 311.95 FEET TO THE POINT OF BEGINNING AND CONTAINING (26,894 S.F.).

PARCEL 31 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HERNDON TERRACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE SOUTH LINE OF SAID OUTLOT X, 125.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83°24'15" WEST ALONG SAID SOUTH LINE, 63.23 FEET; THENCE NORTH 44°20'28" WEST, 77.45 FEET TO THE NORTH LINE OF SAID OUTLOT X; THENCE SOUTH 82°03'10" EAST ALONG SAID NORTH LINE, 81.74 FEET; THENCE SOUTH 44°20'28" EAST, 51.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,224 S.F.).

PARCEL 32 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE ABANDONED C.M. ST. P. & P. RAILROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO OUTLOT "X", HERNDON TERRACE, AN OFFICIAL PLAT, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE NORTH LINE OF SAID ABANDONED RAILROAD RIGHT-OF-WAY, 125.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°20'28" EAST, 124.78 FEET TO THE SOUTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY AND TO THE NORTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 83°20'00" WEST ALONG THE NORTH LINE OF SAID EXISTING SANITARY SEWER EASEMENT, 7.98 FEET ; THENCE NORTH 88°58'52" WEST CONTINUING ALONG SAID NORTH LINE, 62.17 FEET; THENCE NORTH 44°20'28" WEST, 114.37 FEET TO THE NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY; THENCE NORTH 83°24'15" EAST ALONG SAID NORTH LINE, 63.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,012 S.F.).

PARCEL 33 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 11, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "X", HICKORY HILLS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°02'00"W ALONG THE WEST LINE OF SAID OUTLOT "X", AND ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 616.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°39'34" WEST, 41.13 FEET; THENCE NORTH 44°20'28" WEST, 52.63 FEET TO THE SOUTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 88°58'52" EAST ALONG SAID SOUTH LINE, 77.66 FEET TO SAID EAST LINE OF LOT 11; THENCE SOUTH 00°02'00" EAST ALONG SAID EAST LINE, 31.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,084 S.F.).

PARCEL 34 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HICKORY HILLS LAKE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT X; THENCE NORTH 00°02'00" WEST ALONG THE WEST LINE OF SAID OUTLOT X, 616.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'00" WEST ALONG SAID WEST LINE, 71.14 FEET; THENCE NORTH 83°43'29" EAST, 737.98 FEET; THENCE NORTH 88°08'11" EAST, 199.98 FEET; THENCE SOUTH 89°15'15" EAST, 155.85 FEET TO THE EAST LINE OF SAID OUTLOT X; THENCE SOUTH 00°06'40" WEST ALONG SAID EAST LINE, 70.11 FEET; THENCE NORTH 89°19'07" WEST, 154.55 FEET; THENCE SOUTH 88°09'28" WEST, 200.71 FEET; THENCE SOUTH 83°39'34" WEST, 738.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.76 ACRES (76,864 S.F.).

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WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1	SHEET 4 OF 4
PARCELS 30, 31, 32, 33, 34, 35	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
	PM/TECH: EDG/DCG

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191

Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00002102004

Activity ID:01-2022-048
Parcel No.: 35

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4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful

authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. OUTLOT 'Y', MENARDS BUSINESS PARK PLAT NO. 1
PT. OUTLOT 'X', HERNDON TERRACE
PT. ABANDONED CM & ST P&P RR ROW
PT. LOT 11, UNIVERSAL ACRES
PT. OUTLOT 'X', HICKORY HILLS LAKE PLAT 1
PT. PARCEL 'A', OFFICIAL PLAT OF E1/2 SEC. 32-79-25
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.43	N00° 03' 23"E
L2	70.11	S00° 06' 40"W
L3	70.00	S00° 13' 10"W

DATE OF SURVEY

OCTOBER 18, 2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

LEGEND

FEATURES

	FOUND	SET
Section Corner		
1/2" Rebar, Yellow Plastic Cap # 19710 (Unless Otherwise Noted)		
ROW Marker		
ROW Rail		
Control Point		
Bench Mark		
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 4 of 4

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

SHEET 1 OF 4

PARCELS 30, 31, 32, 33, 34, & 35

PN: 123.0122.01A

T-R-S:79N-25W-32

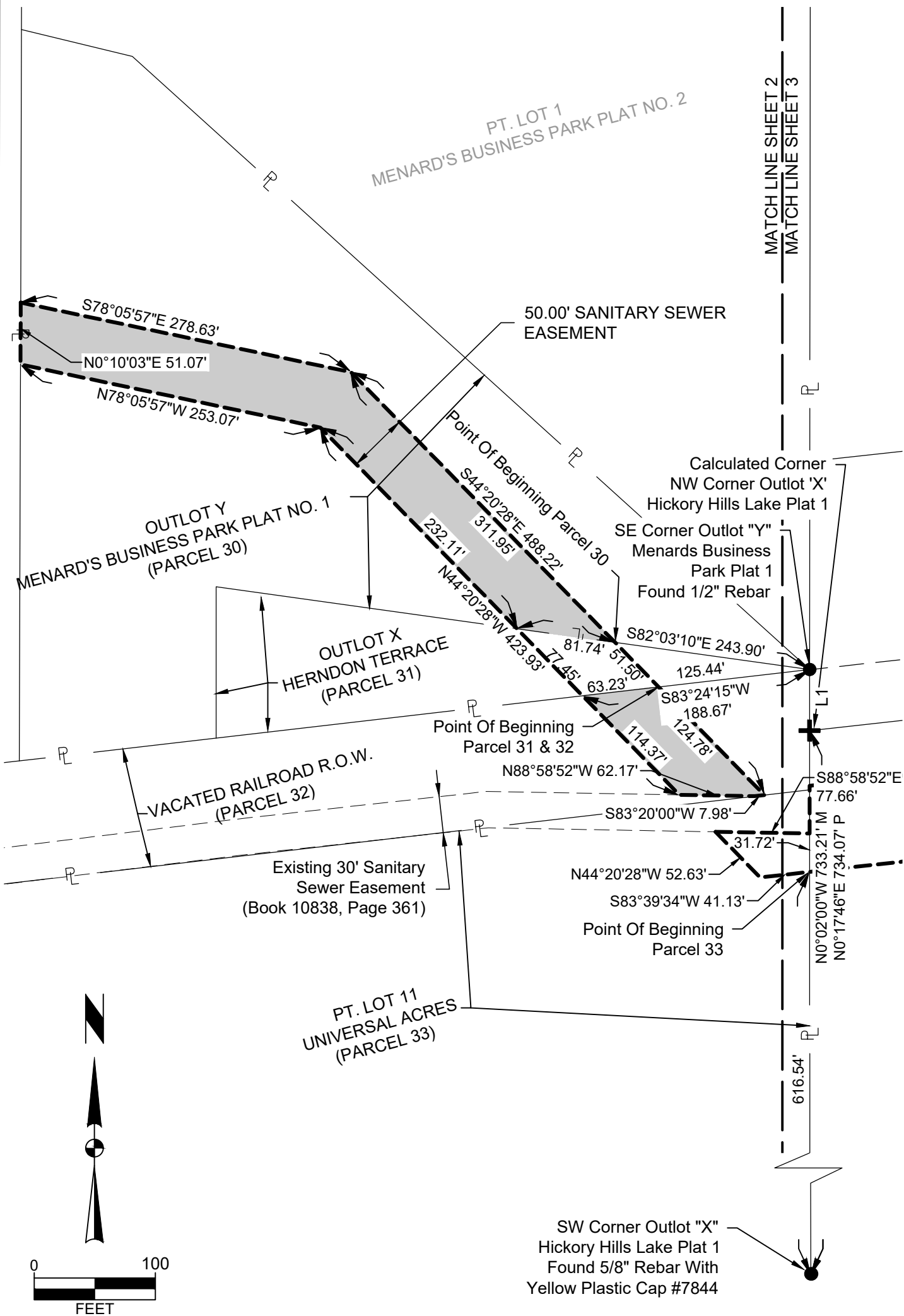


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

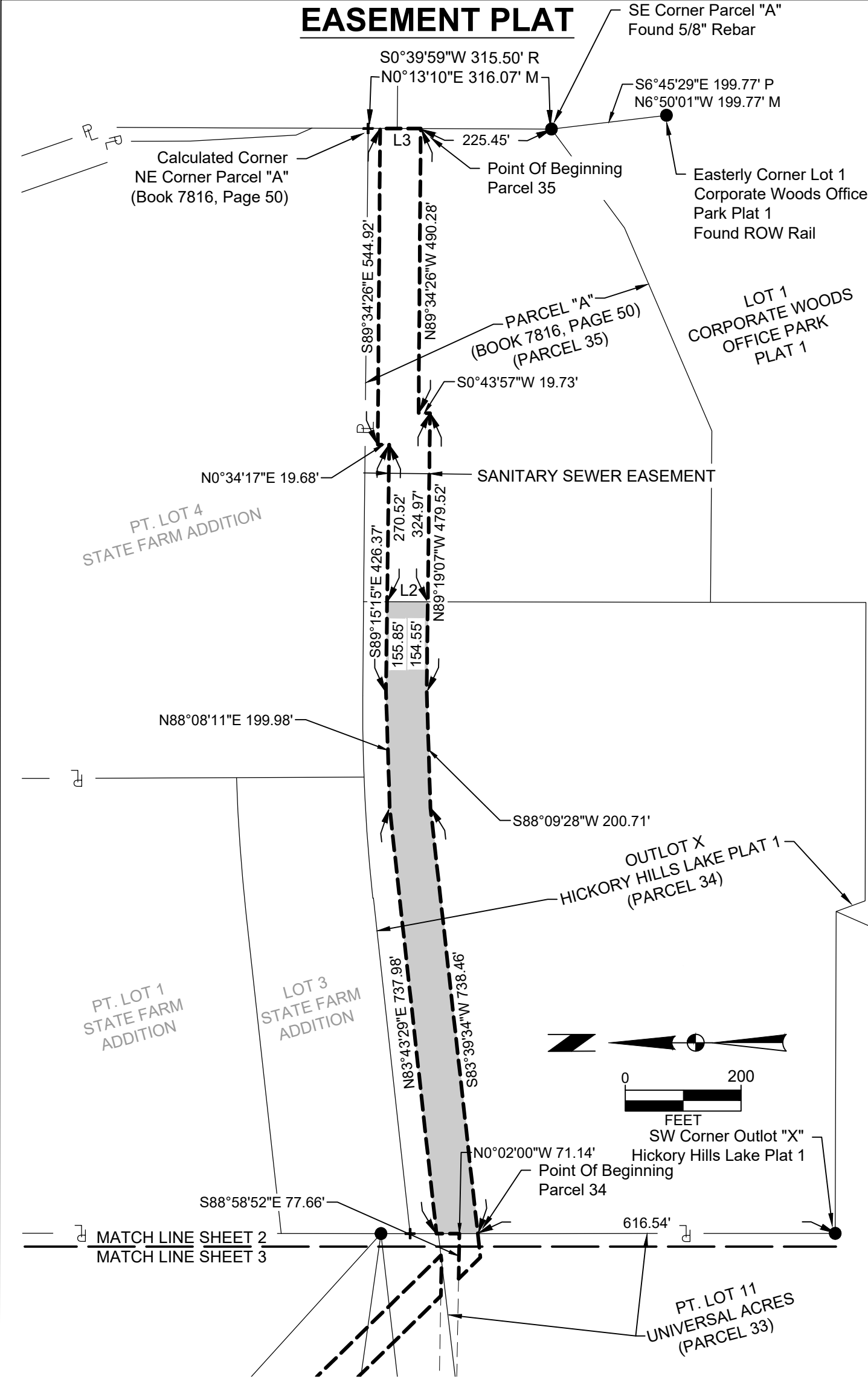
PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 2 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
	2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020
	PM/TECH: EDG/DCG

EASEMENT PLAT



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, & 35	SHEET 3 OF 4
	PN: 123.0122.01A
 2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	T-R-S:79N-25W-32
	DATE: 10/18/2024
	PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 30 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Y", MENARD'S BUSINESS PARK PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 82°03'10" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 162.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°03'10" WEST ALONG SAID SOUTH LINE, 81.74 FEET; THENCE NORTH 44°20'28" WEST, 232.11 FEET; THENCE NORTH 78°05'57" WEST, 253.07 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°10'03" EAST ALONG SAID WEST LINE, 51.07 FEET; THENCE SOUTH 78°05'57" EAST, 278.63 FEET; THENCE SOUTH 44°20'28" EAST, 311.95 FEET TO THE POINT OF BEGINNING AND CONTAINING (26,894 S.F.).

PARCEL 31 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HERNDON TERRACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE SOUTH LINE OF SAID OUTLOT X, 125.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83°24'15" WEST ALONG SAID SOUTH LINE, 63.23 FEET; THENCE NORTH 44°20'28" WEST, 77.45 FEET TO THE NORTH LINE OF SAID OUTLOT X; THENCE SOUTH 82°03'10" EAST ALONG SAID NORTH LINE, 81.74 FEET; THENCE SOUTH 44°20'28" EAST, 51.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,224 S.F.).

PARCEL 32 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE ABANDONED C.M. ST. P. & P. RAILROAD RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO OUTLOT "X", HERNDON TERRACE, AN OFFICIAL PLAT, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT X; THENCE SOUTH 83°24'15" WEST ALONG THE NORTH LINE OF SAID ABANDONED RAILROAD RIGHT-OF-WAY, 125.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°20'28" EAST, 124.78 FEET TO THE SOUTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY AND TO THE NORTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 83°20'00" WEST ALONG THE NORTH LINE OF SAID EXISTING SANITARY SEWER EASEMENT, 7.98 FEET ; THENCE NORTH 88°58'52" WEST CONTINUING ALONG SAID NORTH LINE, 62.17 FEET; THENCE NORTH 44°20'28" WEST, 114.37 FEET TO THE NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY; THENCE NORTH 83°24'15" EAST ALONG SAID NORTH LINE, 63.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,012 S.F.).

PARCEL 33 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 11, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "X", HICKORY HILLS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°02'00"W ALONG THE WEST LINE OF SAID OUTLOT "X", AND ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 616.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°39'34" WEST, 41.13 FEET; THENCE NORTH 44°20'28" WEST, 52.63 FEET TO THE SOUTH LINE OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 10838, PAGE 361 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 88°58'52" EAST ALONG SAID SOUTH LINE, 77.66 FEET TO SAID EAST LINE OF LOT 11; THENCE SOUTH 00°02'00" EAST ALONG SAID EAST LINE, 31.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,084 S.F.).

PARCEL 34 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT X, HICKORY HILLS LAKE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT X; THENCE NORTH 00°02'00" WEST ALONG THE WEST LINE OF SAID OUTLOT X, 616.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'00" WEST ALONG SAID WEST LINE, 71.14 FEET; THENCE NORTH 83°43'29" EAST, 737.98 FEET; THENCE NORTH 88°08'11" EAST, 199.98 FEET; THENCE SOUTH 89°15'15" EAST, 155.85 FEET TO THE EAST LINE OF SAID OUTLOT X; THENCE SOUTH 00°06'40" WEST ALONG SAID EAST LINE, 70.11 FEET; THENCE NORTH 89°19'07" WEST, 154.55 FEET; THENCE SOUTH 88°09'28" WEST, 200.71 FEET; THENCE SOUTH 83°39'34" WEST, 738.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.76 ACRES (76,864 S.F.).

PARCEL 35 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCEL "A" AS RECORDED IN BOOK 7816, PAGE 50 IN THE OFFICE OF THE POLK COUNTY RECORDER BEING A PART OF LOTS 2, 3, 4, AND 12 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND PART OF THE FORMER CHICAGO-MILWAUKEE-ST.PAUL AND PACIFIC RAILROAD RIGHT OF WAY, ALL BEING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°13'17" EAST ALONG THE EAST LINE OF SAID PARCEL "A", 225.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°34'26" WEST, 490.28 FEET; THENCE SOUTH 00°43'57" WEST, 19.73 FEET; THENCE NORTH 89°19'07" WEST, 324.97 FEET TO THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00°06'40" EAST ALONG SAID WEST LINE, 70.11 FEET; THENCE SOUTH 89°15'15" EAST, 270.52 FEET; THENCE NORTH 00°34'17" EAST, 19.68 FEET; THENCE SOUTH 89°34'26" EAST, 544.92 FEET TO SAID EAST LINE OF PARCEL "A"; THENCE SOUTH 00°13'10" WEST ALONG SAID EAST LINE, 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.33 ACRES (58,143 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 30, 31, 32, 33, 34, 35	SHEET 4 OF 4
	PN: 123.0122.01A
	T-R-S:79N-25W-32
	DATE: 10/18/2024
 2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

**DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY
OFFER TO PURCHASE RIGHT-OF-WAY AND/OR EASEMENTS**

To Seller: City of Clive, Iowa
1900 NW 114th St, Clive, IA 50325

1. **Property Description.** The DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the “WRA”), intends to acquire the property owned by you and legally described on the attached Exhibit, by this reference made a part hereof.
2. **Price.** The WRA agrees to pay the following:

<u>Permanent Sanitary Sewer Easement 67,584 sf x \$0.00 sf x 50%</u>	= \$00.00
<u>Total</u>	= \$00.00
3. **Purpose of the Acquisition.** The purpose of the acquisition is for the Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4) Project.
4. **Real Estate Taxes.** The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. **Special Assessments.** This acquisition shall not relieve the Seller of Seller’s liability for payment of any special assessments against the property.
6. **Possession.** Possession shall be upon receipt of documents from the Seller and payment of funds by the WRA.
7. **Conveyance.** Upon payment of the purchase price, Seller shall convey the right of way and/or easements to the WRA, in accordance with the form(s) provided by the WRA.
8. **Contract Binding on Successors-in-Interest.** This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

Names and addresses of lienholders are:

9. **Execution of Offer.** This Offer is executed on behalf of the WRA and is subject to ratification by the WRA Board upon its acceptance by Seller. This Offer shall not be binding on the WRA until the easement document(s) have been received and approved by the WRA Board, or the WRA Director, whichever is applicable. This Offer shall be freely assignable and apply to and bind the successors in interest of the parties.

10. **Special Provisions.** None.

Dated this _____ day of _____, 20__.

REPRESENTING THE DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

By: _____
Cody Fredericksen, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this _____ day of _____, 20__.

SELLER
The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20__ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00730038003

Activity ID:01-2022-048
Parcel No.: 21

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF OUTLOT "Z", THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 190.10 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE EAST LINE OF SAID OUTLOT "Z" AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 81.40 FEET; THENCE NORTH 83°07'11" WEST, 379.00 FEET; THENCE NORTH 19°12'57" WEST, 119.03 FEET TO THE NORTH LINE OF SAID OUTLOT "Z"; THENCE SOUTH 89°58'50" EAST ALONG SAID EAST LINE, 52.96 FEET; THENCE SOUTH 19°12'57" EAST, 70.39 FEET; THENCE SOUTH 83°08'40" EAST, 346.31 FEET; THENCE SOUTH 89°41'23" EAST, 77.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.62 ACRES (26,857 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary

appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful

authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00730092000

Activity ID:01-2022-048
Parcel No.: 22

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 'B', THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE EAST LINE OF SAID LOT 'B', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST CONTINUING ALONG SAID EAST LINE OF LOT 'B', 50.00 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE WEST LINE OF SAID LOT 'B'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET; THENCE SOUTH 89°41'23" EAST, 45.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,250 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.
2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area
3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.
5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.
6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 0070015000

Activity ID:01-2022-048
Parcel No.: 23

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 'A', UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF SAID LOT 'A', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE EAST LINE OF SAID LOT 'A'; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 60.00 FEET TO THE WEST LINE OF SAID LOT 'A'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,000 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.
2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area
3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.
5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.
6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.
7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00770013011

Activity ID:01-2022-048
Parcel No.: 24

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13 AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS SOUTH 12°13'06" WEST, 50.74 FEET; THENCE NORTH 67°59'15" WEST, 118.86 FEET; THENCE NORTH 89°41'23" WEST, 453.29 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.66 ACRES (28,890 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as

the “Permanent Easement Area”) for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.

2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area

3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.

5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor’s successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

Prepared By: Jeffrey G. Baxter, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309 (515) 243-4191
Return To: James P. Beck, Des Moines Metropolitan Wastewater Reclamation Authority, 3000 Vandalia Road, Des Moines, Iowa 50317

Project: WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4)
Project Address: District 291 Parcel 00770013009

Activity ID:01-2022-048
Parcel No.: 25

PERMANENT SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that the City of Clive, Iowa (hereinafter referred to as the "Grantor"), owner(s) of a parcel of property which consists of the following described property situated in Polk County, Iowa, to wit:

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET AND TO THE POINT OF BEGINNING; THENCE SOUTH 67°59'15" EAST, 132.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 843.03 FEET, WHOSE ARC LENGTH IS 42.76 FEET, AND WHOSE CHORD BEARS SOUTH 13°25'42" WEST, 42.76 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 833.30 FEET, WHOSE ARC LENGTH IS 7.72 FEET, AND WHOSE CHORD BEARS SOUTH 20°18'44" WEST, 7.72 FEET; THENCE NORTH 67°59'15" WEST, 130.49 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS NORTH

12°13'06" EAST, 50.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,587 S.F.).

hereby grants and conveys to the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the "WRA"), a Permanent Easement under, over, through, and across the property described and depicted in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a sanitary sewer, together with all necessary appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

This Permanent Easement shall be subject to the following terms and conditions:

1. **Permanent Erection of Structures and Paving Prohibited.** Grantor shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the WRA Director, for which consent shall not be unreasonably withheld.
2. **Plantings.** The planting of trees and shrubs is prohibited within the Permanent Easement Area
3. **Change of Grade and Conflicting Easements Prohibited.** Grantor shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the WRA, which consent shall not be unreasonably withheld. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the WRA, which consent shall not be unreasonably withheld. The WRA shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
4. **Right of Access.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area and (6) soil and groundwater analysis and related requirements. This right of access shall begin on the date that Grantor executes this document.
5. **Duty to Repair.** WRA agrees that any drain tile, drive or accessway, fence, yard, landscaping, pavement, or other improvement which may be damaged as a result of any entry

made through an exercise by WRA, or its agents, employees or contractors, of its right of access shall be promptly repaired at no expense to Grantor.

6. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the WRA, or its successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.

7. **Warranty of Title.** Grantor does hereby covenant with the WRA that Grantor holds the Permanent Easement Area by title in fee simple; and that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

8. **Organization and Authority.** Grantor is an Iowa municipality duly organized, validly existing and in good standing under the laws of the State of Iowa. The undersigned has all requisite power and authority to enter into this Permanent Easement.

9. **Indemnification and Hold Harmless.** To the extent permitted by law, WRA shall indemnify and hold harmless Grantor from any damage directly related to the installation and operation of the utility improvements within the Permanent Easement Area and WRA's activities within the Permanent Easement Area. To the extent permitted by law, WRA agrees to indemnify and hold harmless the Grantor, subsequent property owners, their successors and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of WRA arising out of or in connection with any undertaking arising out of or otherwise related to this Permanent Easement, except as caused by the negligence or misconduct of Grantor.

10. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

11. **Representation.** No representations made by either the Grantor or the WRA in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantor and the WRA, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

12. **Assignment.** WRA may assign the rights granted to it pursuant to this Permanent Easement (or any portion thereof) to any other third-party whatsoever, provided, however, that the use of the Easement Area will be solely for the purposes set forth herein. Upon any such assignment the assignee shall assume the obligations hereunder for the rights assigned, and WRA, as assignor, shall be released of such obligations and responsibilities related to the rights assigned.

13. **Approval by WRA Board.** This Easement shall not be binding until it has received final approval and acceptance by the Des Moines Metropolitan Wastewater Reclamation Authority Board by Resolution, which approval and acceptance shall be noted on this Easement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2025

GRANTOR

The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

STATE OF IOWA _____)
COUNTY OF _____) ss.

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ (signatory name), to me known, and who, being by me duly sworn, did say that they are the _____, of the City of Clive; and that the instrument was signed and sealed on behalf of the City, by authority of _____ (signatory name) acknowledged the execution of the instrument and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Signature

Notary Public in the state of Iowa

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20____ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "Z" & PT. LOT B
THE WOODLANDS PLAT NO. 1
PT. LOTS 'A', 13, & 14
UNIVERSAL ACRES
REQUESTED BY:
WASTEWATER RECLAMATION AUTHORITY (WRA)

EASEMENT PLAT

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	2°54'23"	843.03'	42.76'	21.39'	S13°25'42"W 42.76'
C2	0°31'52"	833.30'	7.72'	3.86'	S20°18'44"W 7.72'
C3	4°04'33"	713.40'	50.75'	25.39'	S12°13'06"W 50.74'

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1	50.00	S00° 09' 06"W
L2	50.00	S00° 09' 06"W

DATE OF SURVEY

10/11/2024

OWNER

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST 1/4 OF SAID
SECTION 31 IS ASSUMED TO BEAR SOUTH 0°09'06" WEST.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET
▲ ▲
● ○
■ □
⊞ ⊞
○CP
● P
● M
● R
● D
● C
● YPC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

 08/04/2025
Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 through 3, of 3

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

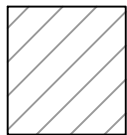
PARCELS 21, 22, 23, 24, & 25



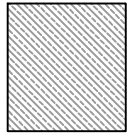
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 1 OF 3
PN: 123.0122.01A
T-R-S:79N-25W-31
DATE: 10/11/2024
PM/TECH: EDG/DCG

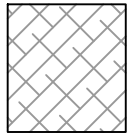
EASEMENT PLAT



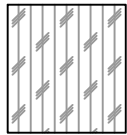
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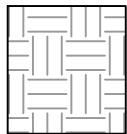
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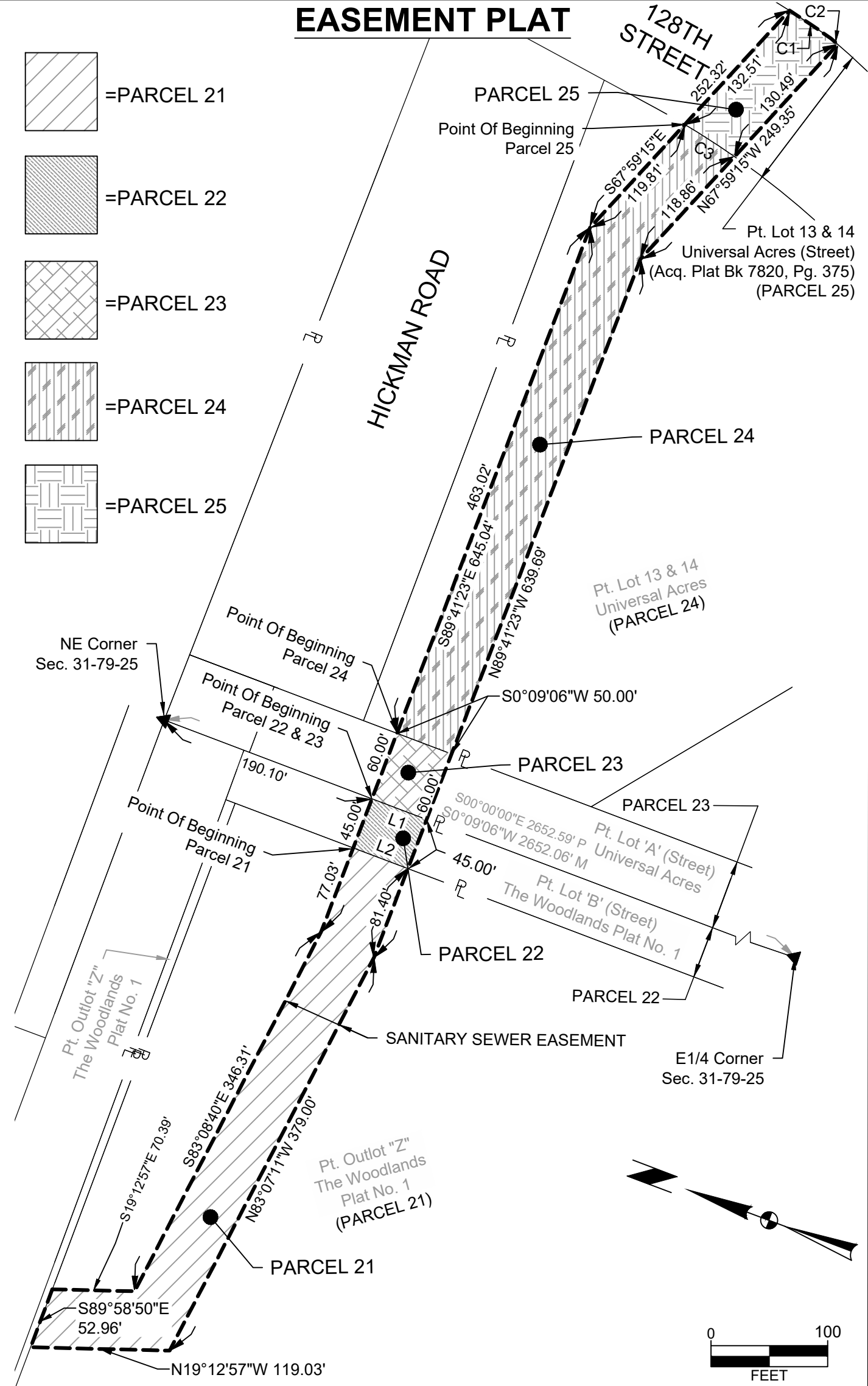
=PARCEL 23



=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 21, 22, 23, 24, & 25



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 3

PN: 123.0122.01A

T-R-S:79N-25W-31

DATE: 10/11/2024

PM/TECH: EDG/DCG

EASEMENT PLAT

PARCEL 21 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF OUTLOT "Z", THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 190.10 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE EAST LINE OF SAID OUTLOT "Z" AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 81.40 FEET; THENCE NORTH 83°07'11" WEST, 379.00 FEET; THENCE NORTH 19°12'57" WEST, 119.03 FEET TO THE NORTH LINE OF SAID OUTLOT "Z"; THENCE SOUTH 89°58'50" EAST ALONG SAID EAST LINE, 52.96 FEET; THENCE SOUTH 19°12'57" EAST, 70.39 FEET; THENCE SOUTH 83°08'40" EAST, 346.31 FEET; THENCE SOUTH 89°41'23" EAST, 77.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.62 ACRES (26,857 S.F.).

PARCEL 22 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'B', THE WOODLANDS PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE EAST LINE OF SAID LOT 'B', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°09'06" WEST CONTINUING ALONG SAID EAST LINE OF LOT 'B', 50.00 FEET; THENCE NORTH 89°41'23" WEST, 45.00 FEET TO THE WEST LINE OF SAID LOT 'B'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET; THENCE SOUTH 89°41'23" EAST, 45.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,250 S.F.).

PARCEL 23 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 'A', UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF SAID LOT 'A', 190.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE EAST LINE OF SAID LOT 'A'; THENCE SOUTH 00°09'06" WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89°41'23" WEST, 60.00 FEET TO THE WEST LINE OF SAID LOT 'A'; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,000 S.F.).

PARCEL 24 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13 AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS SOUTH 12°13'06" WEST, 50.74 FEET; THENCE NORTH 67°59'15" WEST, 118.86 FEET; THENCE NORTH 89°41'23" WEST, 453.29 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 00°09'06" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.66 ACRES (28,890 S.F.).

PARCEL 25 - SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 13, AND LOT 14, UNIVERSAL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 00°09'06" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, AND ALONG THE WEST LINE OF LOT 'A', OF SAID UNIVERSAL ACRES, 190.10 FEET; THENCE SOUTH 89°41'23" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 13; THENCE SOUTH 89°41'23" EAST, 463.02 FEET; THENCE SOUTH 67°59'15" EAST, 119.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF 128TH STREET AND TO THE POINT OF BEGINNING; THENCE SOUTH 67°59'15" EAST, 132.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 843.03 FEET, WHOSE ARC LENGTH IS 42.76 FEET, AND WHOSE CHORD BEARS SOUTH 13°25'42" WEST, 42.76 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 833.30 FEET, WHOSE ARC LENGTH IS 7.72 FEET, AND WHOSE CHORD BEARS SOUTH 20°18'44" WEST, 7.72 FEET; THENCE NORTH 67°59'15" WEST, 130.49 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 713.40 FEET, WHOSE ARC LENGTH IS 50.75 FEET, AND WHOSE CHORD BEARS NORTH 12°13'06" EAST, 50.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,587 S.F.).

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, 25	SHEET 3 OF 3	
	PN: 123.0122.01A	
	T-R-S:79N-25W-31	
	DATE: 10/11/2024	
	2727 S.W. SNYDER BLVD	
	ANKENY, IOWA 50023 515-964-2020	
		PM/TECH: EDG/DCG

**DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY
OFFER TO PURCHASE RIGHT-OF-WAY AND/OR EASEMENTS**

To Seller: City of Clive, Iowa
1900 NW 114th St, Clive, IA 50325

1. **Property Description.** The DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a political subdivision organized under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the “WRA”), intends to acquire the property owned by you and legally described on the attached Exhibit, by this reference made a part hereof.
2. **Price.** The WRA agrees to pay the following:

<u>Permanent Sanitary Sewer Easement 173,221 sf x \$0.00 sf x 50%</u>	= \$00.00
<u>Total</u>	= \$00.00
3. **Purpose of the Acquisition.** The purpose of the acquisition is for the Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14 Segment 4) Project.
4. **Real Estate Taxes.** The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. **Special Assessments.** This acquisition shall not relieve the Seller of Seller’s liability for payment of any special assessments against the property.
6. **Possession.** Possession shall be upon receipt of documents from the Seller and payment of funds by the WRA.
7. **Conveyance.** Upon payment of the purchase price, Seller shall convey the right of way and/or easements to the WRA, in accordance with the form(s) provided by the WRA.
8. **Contract Binding on Successors-in-Interest.** This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

Names and addresses of lienholders are:

9. **Execution of Offer.** This Offer is executed on behalf of the WRA and is subject to ratification by the WRA Board upon its acceptance by Seller. This Offer shall not be binding on the WRA until the easement document(s) have been received and approved by the WRA Board, or the WRA Director, whichever is applicable. This Offer shall be freely assignable and apply to and bind the successors in interest of the parties.

10. **Special Provisions.** None.

Dated this _____ day of _____, 20__.

REPRESENTING THE DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

By: _____
Cody Fredericksen, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this _____ day of _____, 20__.

SELLER
The City of Clive, Iowa

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Printed name: _____

Title: City Clerk

WRA APPROVAL AND ACCEPTANCE:

Approved and accepted by Resolution No. _____ on _____, 20__ by the
Des Moines Metropolitan Wastewater Reclamation Authority Board.

_____, WRA _____

APPROVED AS TO FORM:

Jeffrey G. Baxter
Attorney for the WRA

15177984



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Setting Public Hearing (9/11/2025 6:00pm) - Ordinance Amendment Regarding Commercial Entertainment Uses

SYNOPSIS:

Through efforts to fill vacancies in larger commercial spaces, staff has determined allowing commercial entertainment uses in the C-4 District is desirable. The Zoning Ordinance defines "Commercial Entertainment" as "an establishment that provides facilities for the physical entertainment of patrons for a fee, including batting cages, billiard parlors, bowling alleys, go-cart racing, ice skating, miniature golf courses." Commercial entertainment uses generally require a larger footprint and are well suited to occupy junior box commercial spaces.

As seen in various locations throughout the metro, commercial entertainment uses have seen a resurgence in popularity and increasing demand. For example, The Hansell Group, a bowling and entertainment center brokerage, valuations, and consulting firm, published a 2022 report stating the bowling industry has repositioned itself as part of the entertainment industry by making changes that appeal to both league and casual bowlers, as well as preconfiguring facilities into entertainment centers and upscale lounges which feature a broader range of activities. Several examples of commercial entertainment users located within the metro include Putts & Pins (EP True), Spare Time (Jordan Creek Pkwy), Sky Zone (SE Gateway Dr), and Dinks Pickleball (Merle Hay Rd), among many others.

Staff recommends setting public hearing to consider an ordinance amendment regarding commercial entertainment uses.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Resolution

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER AMENDING
PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF CLIVE, IOWA,
REGARDING COMMERCIAL ENTERTAINMENT USES

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) desires to consider certain amendments to the Zoning Ordinance (the “Zoning Ordinance”) of the City of Clive Code of Ordinances regarding commercial entertainment uses; and

WHEREAS, it is the desire of the City Council that the proposed amendments to the Zoning Ordinance be considered by the Clive Planning and Zoning Commission and that such Commission file its report with the City Council prior to the time established herein for public hearing on said proposed amendments; and

WHEREAS, a public hearing upon the proposed amendments to the Zoning Ordinance should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Clive City Council on the proposed amendments to the Zoning Ordinance, at the Clive City Hall, 1900 NW 114th Street, Clive, Iowa, at 6 p.m. on 11th of September 2025, at which time the City Council will consider any objections to the proposed amendments and will hear all interested persons.
2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.
3. That the Planning and Zoning Commission be and is hereby directed to consider said proposed amendments to the Zoning Ordinance and to file its report with the City Council prior to the time of said public hearing.

PASSED AND APPROVED THIS ____ of August, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 14, 2025

RE: Resolution Setting Public Hearing (9/11/2025 6:00 PM) - City Hall
Approach Replacement

SYNOPSIS:

Staff are finalizing the plans and specifications for the City Hall Approach Replacement. As part of the City Hall Parking Lot Improvements Project, it was determined that replacing the existing approach and intersection between the separate parking bays ahead of the proposed overlay and other associated improvements would allow for additional flexibility and partial use of the parking lot during the Spring of 2026.

The original intent was to acquire quotes from concrete contractors that the City has had recent and positive experiences with on past projects. Given the desire to reduce the time the approach will not be accessible and the means and methods to complete this work, there was a concern that quotes could exceed state bidding requirement thresholds.

The bid letting for the above-referenced project will be held on September 3, 2025. As a result, staff recommend setting the public hearing for the project for 6:00 pm on September 11, 2025 with Council approval and award anticipated to follow.

Please feel free to contact me at 515-867-5141 prior to the meeting if you have any questions or concerns.

Attachments:

1. Resolution - Setting Public Hearing

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
PLANS, SPECIFICATIONS AND TAKING OF BIDS FOR THE
CITY HALL APPROACH REPLACEMENT

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 City Hall Approach Replacement 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 3rd day of September 2025, at 2:00 p.m., at the Clive City Hall Council Chambers, Clive, Iowa. The 11th day of September 2025, at 6:00 p.m., at the Clive City Hall Council Chambers, 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



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Setting Public Hearing (9/11/25, 6:00 p.m.) - Designation of the Expanded Clive Urban Renewal Area and on Urban Renewal Plan Amendment

SYNOPSIS:

Staff has been working on the 2025 Amendment to the Clive Urban Renewal Area. The purpose of the amendment is to capture the increment created from new development in the area commonly referred to as the 86th Street area and anticipated new development near the intersection of Hickman Road and NW 111th Street. The monies generated will be utilized to support redevelopment efforts for several potential projects. Monies may also be used to fund a number of projects, which have been previously outlined within the Urban Renewal Plan, including various street, park, storm water, and facilities and buildings improvements. The 2025 Amendment also adjusts costs associated with street projects estimated at the time of the 2023 Amendment.

If you have questions or need additional information prior to the meeting, contact Amanda at 515-223-6221 or agrutzmacher@cityofclive.com.

Attachments:

1. UR Resolution Set Hearing

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Designation of the Expanded Clive Urban Renewal Area and on Urban Renewal Plan Amendment

WHEREAS, this City Council of the City of Clive, Iowa (the “City”) by resolution previously established the Clive Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; (2) updates the description of certain public improvements projects previously approved in the March, 2023 Amendment to the Plan; and (3) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Dehner Distillery, LLC (“Dehner”) in connection with the construction by Dehner of a new distillery and related facilities; and (b) providing tax increment financing to Fortress Bank (the “Bank”) in connection with the construction by the Bank of a new office and retail bank building; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the _____, Clive, Iowa, on September 11, 2025, at _____ p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Clive, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the Director of Administrative Services, or her designee, is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Dallas County, Polk County, the West Des Moines Community School District, and the Waukee Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved August 14, 2025.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED CLIVE
URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at _____ p.m., at the _____, Clive, Iowa, on September 11, 2025, the City Council of the City of Clive, Iowa (the “City”) will hold a public hearing on the question of amending the urban renewal plan (the “Plan”) for the Clive Urban Renewal Area and designating an expanded Clive Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403, Code of Iowa, by adding and including certain real property (the “Property”) described as follows:

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND SECTION 3, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF WALNUT CREEK HEIGHTS; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 31, WALNUT CREEK HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 31, 95.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31, 208.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE SOUTH, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13433 PAGE 203; THENCE EAST ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13405 PAGE 36, TO A NORTHEAST CORNER OF SAID ACQUISITION PLAT, SAID CORNER ALSO BEING A NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTH, 10.00 FEET TO A POINT ON A NORTH LINE OF EUROPEAN FLAVORS PLAT NO.1; THENCE EAST ALONG SAID NORTH LINE TO THE EASTERLY MOST NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID EUROPEAN FLAVORS PLAT NO.1 TO THE SOUTHEAST CORNER OF SAID EUROPEAN FLAVORS PLAT NO.1; THENCE CONTINUING SOUTH ALONG THE EASTERLY LINE OF WEST UNIVERSITY PLAZA PLAT 1 TO THE SOUTHEAST CORNER OF WEST UNIVERSITY PLAZA PLAT 1; THENCE N 89°57' W, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, A DISTANCE OF 60.00 FEET; THENCE S 89°57' E, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF 73RD STREET, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE EASTERNMOST CORNER OF PARCEL A AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 11728 PAGE 658 OF THE POLK COUNTY, IOWA RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RR CO. TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35, SAID POINT ALSO BEING ON THE CENTERLINE OF UNIVERSITY AVENUE EXTENDED WESTERLY; THENCE WEST TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF LOT 66, ARBOR OAKS ESTATES PLAT 5; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID ARBOR OAKS

ESTATES PLAT 5 AND ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE NORTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF HARBACH BOULEVARD AND TO THE SOUTHEAST CORNER OF LOT 17, KASSONS ADDITION TO RAVENWOOD; THENCE NORTHWESTERLY TO A POINT 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE CONTINUING NORTHWESTERLY ON A LINE PARALLEL TO AND 60.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF LOT 18 OF SAID KASSONS ADDITION TO RAVENWOOD, TO THE SOUTH LINE OF WESTVIEW BEND PLAT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID WESTVIEW BEND PLAT 3; THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "A" AND ALONG THE WEST LINE OF LOT 18 OF WESTVIEW BEND PLAT NO.2 TO THE SOUTH RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 OF SAID WESTVIEW BEND PLAT NO. 2; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 41 TO THE SOUTH RIGHT-OF-WAY LINE OF PRIMROSE LANE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 32 AND LOT 17 OF SAID PRIMROSE PARK PLAT 1 REPLAT TO THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 8 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 28 OF SUNNY HILLS TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 28 TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNY HILL DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 21 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 21 AND LOT 12 OF SAID SUNNY HILLS TO THE SOUTH RIGHT-OF-WAY LINE OF SUMMIT DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTH LINE OF LOT 1 OF CLIVE VILLAGE SQUARE PLAT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH RIGHT-OF-WAY LINE OF HICKMAN ROAD; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 5 OF RAVENWOOD PLAT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND THE EAST LINE OF LOT 12 OF RAVENWOOD PLAT 2 TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH TO THE NORTHEAST CORNER OF BLOCK 6 OF RAVENWOOD; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 6 TO THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 11 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALICE AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 14 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 14 TO THE NORTH RIGHT-OF-WAY LINE OF SAID HARBACH BOULEVARD; THENCE WEST ALONG SAID NORTH

RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF 85TH STREET; THENCE SOUTH ALONG SAID EXTENSION AND THE WEST RIGHT-OF-WAY LINE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 1 OF EMERY ADDITION PLAT ONE; THENCE CONTINUING SOUTH ALONG THE SAID WEST RIGHT-OF-WAY LINE EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 32 OF McKEONS PLACE REPLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 32 TO THE EAST LINE OF THE WEST 160.00 FEET OF LOT 31 OF SAID McKEONS PLACE REPLAT; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF McKEONS PLACE PLAT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF OUTLOT "Z" OF SAID McKEONS PLACE PLAT 2, TO THE WEST LINE OF LOT 6 OF WESTWIND HEIGHTS; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TERRACE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF THE SOUTH 48.00 FEET OF LOT 43 OF FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 81ST STREET; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 OF SAID FISCHER ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE EAST LINE OF THE WEST HALF OF SAID LOT 20; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 20; THENCE EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF 80TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF LOT 13 OF SAID FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, TO THE WEST LINE OF DRAKE PLAZA; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 8 IN SAID DRAKE PLAZA, AND BEING A POINT ON THE NORTHERLY LINE OF LOT 93 OF WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID LOT 93; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 7 OF KEATING PLACE; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7 AND LOT 3 OF SAID KEATING PLACE TO THE WEST LINE OF 78TH STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 42 OF SAID WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG SAID NORTH LINE OF LOTS 42 AND 38 OF SAID WALNUT CREEK HEIGHTS TO THE WESTERNMOST CORNER OF LOT 1 OF SERVICEMASTER PLAT 1; THENCE S 89°19'56" E TO THE SOUTHWEST CORNER OF LOT 43 OF WALNUT CREEK HEIGHTS; THENCE CONTINUING EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF 75TH STREET; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3 IN CHERYL JANE ESTATES; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE AND ALONG SAID SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF LOT 30 OF SAID WALNUT CREEK HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 30 TO THE POINT OF BEGINNING.

EXCEPT

LOT 1 OF EUROPEAN FLAVORS PLAT NO. 1,

AND EXCEPT

THE WEST 15.50 ACRES OF LOT 45 OF FISCHER ACRES,
AND EXCEPT

THAT PART CONTAINED WITHIN THE 1997 ADDITION TO THE CLIVE URBAN RENEWAL
AREA OF THE CITY OF CLIVE, IOWA DESCRIBED AS FOLLOWS:

BEGINNING 561.70 FEET NORTH AND 40.00 FEET WEST OF THE SOUTHEAST CORNER;
THENCE NORTHWESTERLY 105.00 FEET; THENCE WESTERLY 299.00 FEET; THENCE
SOUTHWESTERLY 169.10 FEET; THENCE NORTHWESTERLY 410.7 FEET; THENCE
NORTHEASTERLY 388.40 FEET; THENCE NORTHWESTERLY 157.00 FEET; THENCE
SOUTHWESTERLY 220.40 FEET; THENCE WESTERLY 178.30 FEET; THENCE
NORTHWESTERLY 249.10 FEET; THENCE NORTHEASTERLY 374.00 FEET; THENCE
NORTHWESTERLY 298.40 FEET; THENCE NORTH 290.60 FEET; THENCE
SOUTHEASTERLY 931.60 FEET; THENCE SOUTHEAST 93.50 FEET; THENCE SOUTHERLY
137.40 FEET; THENCE SOUTH 497.10 FEET; THENCE SOUTHWESTERLY 228.40 FEET;
THENCE EAST 507.10 FEET; THENCE SOUTH 287.30 FEET TO THE POINT OF BEGINNING,
LOT 3, OFFICIAL PLAT OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34,
TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the Plan. The amendment also (1) updates the description of certain public improvements projects previously approved in the March, 2023 Amendment to the Plan; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Dehner Distillery, LLC (“Dehner”) in connection with the construction by Dehner of a new distillery and related facilities; and (b) providing tax increment financing to Fortress Bank (the “Bank”) in connection with the construction by the Bank of a new office and retail bank building.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

City Clerk
Matthew Graham

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On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Expanded Clive Urban Renewal Area
(September, 2025 Addition)

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND SECTION 3, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF WALNUT CREEK HEIGHTS; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 31, WALNUT CREEK HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 31, 95.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31, 208.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE SOUTH, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13433 PAGE 203; THENCE EAST ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13405 PAGE 36, TO A NORTHEAST CORNER OF SAID ACQUISITION PLAT, SAID CORNER ALSO BEING A NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTH, 10.00 FEET TO A POINT ON A NORTH LINE OF EUROPEAN FLAVORS PLAT NO.1; THENCE EAST ALONG SAID NORTH LINE TO THE EASTERLY MOST NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID EUROPEAN FLAVORS PLAT NO.1 TO THE SOUTHEAST CORNER OF SAID EUROPEAN FLAVORS PLAT NO.1; THENCE CONTINUING SOUTH ALONG THE EASTERLY LINE OF WEST UNIVERSITY PLAZA PLAT 1 TO THE SOUTHEAST CORNER OF WEST UNIVERSITY PLAZA PLAT 1; THENCE N 89°57' W, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, A DISTANCE OF 60.00 FEET; THENCE S 89°57' E, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF 73RD STREET, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE EASTERNMOST CORNER OF PARCEL A AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 11728 PAGE 658 OF THE POLK COUNTY, IOWA RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RR CO. TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35, SAID POINT ALSO BEING ON THE CENTERLINE OF UNIVERSITY AVENUE EXTENDED WESTERLY; THENCE WEST TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF LOT 66, ARBOR OAKS ESTATES PLAT 5; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID ARBOR OAKS ESTATES PLAT 5 AND ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE NORTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF HARBACH BOULEVARD AND TO THE SOUTHEAST CORNER OF LOT 17, KASSONS ADDITION TO RAVENWOOD; THENCE NORTHWESTERLY TO A POINT 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE CONTINUING NORTHWESTERLY ON A LINE PARALLEL TO AND 60.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF LOT 18 OF SAID

KASSONS ADDITION TO RAVENWOOD, TO THE SOUTH LINE OF WESTVIEW BEND PLAT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID WESTVIEW BEND PLAT 3; THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "A" AND ALONG THE WEST LINE OF LOT 18 OF WESTVIEW BEND PLAT NO.2 TO THE SOUTH RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 OF SAID WESTVIEW BEND PLAT NO. 2; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 41 TO THE SOUTH RIGHT-OF-WAY LINE OF PRIMROSE LANE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 32 AND LOT 17 OF SAID PRIMROSE PARK PLAT 1 REPLAT TO THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 8 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 28 OF SUNNY HILLS TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 28 TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNY HILL DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 21 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 21 AND LOT 12 OF SAID SUNNY HILLS TO THE SOUTH RIGHT-OF-WAY LINE OF SUMMIT DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTH LINE OF LOT 1 OF CLIVE VILLAGE SQUARE PLAT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH RIGHT-OF-WAY LINE OF HICKMAN ROAD; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 5 OF RAVENWOOD PLAT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND THE EAST LINE OF LOT 12 OF RAVENWOOD PLAT 2 TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH TO THE NORTHEAST CORNER OF BLOCK 6 OF RAVENWOOD; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 6 TO THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 11 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALICE AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 14 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 14 TO THE NORTH RIGHT-OF-WAY LINE OF SAID HARBACH BOULEVARD; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF 85TH STREET; THENCE SOUTH ALONG SAID EXTENSION AND THE WEST RIGHT-OF-WAY LINE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 1 OF EMERY ADDITION PLAT ONE; THENCE CONTINUING SOUTH ALONG THE SAID WEST RIGHT-OF-WAY LINE EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 32 OF McKEONS PLACE REPLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 32 TO THE EAST LINE OF THE WEST 160.00 FEET OF LOT 31 OF SAID McKEONS PLACE REPLAT; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF McKEONS PLACE PLAT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF OUTLOT "Z" OF SAID McKEONS PLACE PLAT 2, TO THE WEST LINE OF LOT 6 OF WESTWIND HEIGHTS; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER

OF SAID LOT 6; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TERRACE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF THE SOUTH 48.00 FEET OF LOT 43 OF FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 81ST STREET; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 OF SAID FISCHER ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE EAST LINE OF THE WEST HALF OF SAID LOT 20; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 20; THENCE EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF 80TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF LOT 13 OF SAID FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, TO THE WEST LINE OF DRAKE PLAZA; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 8 IN SAID DRAKE PLAZA, AND BEING A POINT ON THE NORTHERLY LINE OF LOT 93 OF WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID LOT 93; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 7 OF KEATING PLACE; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7 AND LOT 3 OF SAID KEATING PLACE TO THE WEST LINE OF 78TH STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 42 OF SAID WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG SAID NORTH LINE OF LOTS 42 AND 38 OF SAID WALNUT CREEK HEIGHTS TO THE WESTERNMOST CORNER OF LOT 1 OF SERVICEMASTER PLAT 1; THENCE S 89°19'56" E TO THE SOUTHWEST CORNER OF LOT 43 OF WALNUT CREEK HEIGHTS; THENCE CONTINUING EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF 75TH STREET; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3 IN CHERYL JANE ESTATES; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE AND ALONG SAID SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF LOT 30 OF SAID WALNUT CREEK HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 30 TO THE POINT OF BEGINNING.

EXCEPT

LOT 1 OF EUROPEAN FLAVORS PLAT NO. 1,

AND EXCEPT

THE WEST 15.50 ACRES OF LOT 45 OF FISCHER ACRES,

AND EXCEPT

THAT PART CONTAINED WITHIN THE 1997 ADDITION TO THE CLIVE URBAN RENEWAL AREA OF THE CITY OF CLIVE, IOWA DESCRIBED AS FOLLOWS:

BEGINNING 561.70 FEET NORTH AND 40.00 FEET WEST OF THE SOUTHEAST CORNER; THENCE NORTHWESTERLY 105.00 FEET; THENCE WESTERLY 299.00 FEET; THENCE SOUTHWESTERLY 169.10 FEET; THENCE NORTHWESTERLY 410.7 FEET; THENCE NORTHEASTERLY 388.40 FEET; THENCE NORTHWESTERLY 157.00 FEET; THENCE SOUTHWESTERLY 220.40 FEET; THENCE WESTERLY 178.30 FEET; THENCE NORTHWESTERLY 249.10 FEET; THENCE NORTHEASTERLY 374.00 FEET; THENCE NORTHWESTERLY 298.40 FEET; THENCE NORTH 290.60 FEET; THENCE SOUTHEASTERLY 931.60 FEET; THENCE SOUTHEAST 93.50 FEET; THENCE SOUTHERLY 137.40 FEET; THENCE SOUTH 497.10 FEET; THENCE SOUTHWESTERLY 228.40 FEET; THENCE EAST 507.10 FEET; THENCE SOUTH 287.30 FEET TO THE POINT OF BEGINNING, LOT 3, OFFICIAL PLAT OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.

STATE OF IOWA
POLK AND DALLAS COUNTIES SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, Iowa do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded Clive Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

STATE OF IOWA
POLK AND DALLAS COUNTIES SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, Iowa do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded Clive Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2025.

City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Deleting Property from the Clive Urban Renewal Area

SYNOPSIS:

In preparation for the public hearing and Council consideration of the 2025 Amendment to the Clive Urban Renewal Plan (the "2025 Amendment"), staff has prepared a resolution deleting property from the Clive Urban Renewal Area. The property to be deleted includes the 2003 Addition for the area commonly referred to as the 86th Street area. These properties are being deleted from the Urban Renewal Area to allow them to be re-added with the 2025 Amendment and allow for a new TIF Ordinance to capture the tax increment associated with new development.

Staff recommends approval of the Resolution Deleting Property from the Clive Urban Renewal Area.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. UR Resolution Deletion

RESOLUTION NO. _____

Resolution Deleting Property from the Clive Urban Renewal Area

WHEREAS, the City of Clive, Iowa (the “City”), has previously established the Clive Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the “Property”) from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 14, 2025.

Mayor

Attest:

City Clerk

EXHIBIT A
Description of
Property Deleted from the
Clive Urban Renewal Area
August 14, 2025

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND SECTION 3, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF WALNUT CREEK HEIGHTS; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 31, WALNUT CREEK HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 31, 95.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31, 208.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE SOUTH, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13433 PAGE 203; THENCE EAST ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13405 PAGE 36, TO A NORTHEAST CORNER OF SAID ACQUISITION PLAT, SAID CORNER ALSO BEING A NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTH, 10.00 FEET TO A POINT ON A NORTH LINE OF EUROPEAN FLAVORS PLAT NO.1; THENCE EAST ALONG SAID NORTH LINE TO THE EASTERLY MOST NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID EUROPEAN FLAVORS PLAT NO.1 TO THE SOUTHEAST CORNER OF SAID EUROPEAN FLAVORS PLAT NO.1; THENCE CONTINUING SOUTH ALONG THE EASTERLY LINE OF WEST UNIVERSITY PLAZA PLAT 1 TO THE SOUTHEAST CORNER OF WEST UNIVERSITY PLAZA PLAT 1; THENCE N 89°57' W, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, A DISTANCE OF 60.00 FEET; THENCE S 89°57' E, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF 73RD STREET, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE EASTERNMOST CORNER OF PARCEL A AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 11728 PAGE 658 OF THE POLK COUNTY, IOWA RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RR CO. TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35, SAID POINT ALSO BEING ON THE CENTERLINE OF UNIVERSITY AVENUE EXTENDED WESTERLY; THENCE WEST TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF LOT 66, ARBOR OAKS ESTATES PLAT 5; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID ARBOR OAKS ESTATES PLAT 5 AND ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE NORTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF HARBACH BOULEVARD AND TO THE SOUTHEAST CORNER OF LOT 17, KASSONS ADDITION TO RAVENWOOD; THENCE NORTHWESTERLY TO A POINT 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE CONTINUING NORTHWESTERLY ON A LINE PARALLEL TO AND 60.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF LOT 18 OF SAID KASSONS ADDITION TO RAVENWOOD, TO THE SOUTH LINE OF WESTVIEW BEND PLAT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID WESTVIEW BEND PLAT 3;

THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "A" AND ALONG THE WEST LINE OF LOT 18 OF WESTVIEW BEND PLAT NO.2 TO THE SOUTH RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 OF SAID WESTVIEW BEND PLAT NO. 2; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 41 TO THE SOUTH RIGHT-OF-WAY LINE OF PRIMROSE LANE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 32 AND LOT 17 OF SAID PRIMROSE PARK PLAT 1 REPLAT TO THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 8 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 28 OF SUNNY HILLS TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 28 TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNY HILL DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 21 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 21 AND LOT 12 OF SAID SUNNY HILLS TO THE SOUTH RIGHT-OF-WAY LINE OF SUMMIT DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTH LINE OF LOT 1 OF CLIVE VILLAGE SQUARE PLAT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH RIGHT-OF-WAY LINE OF HICKMAN ROAD; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 5 OF RAVENWOOD PLAT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND THE EAST LINE OF LOT 12 OF RAVENWOOD PLAT 2 TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH TO THE NORTHEAST CORNER OF BLOCK 6 OF RAVENWOOD; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 6 TO THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 11 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALICE AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 14 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 14 TO THE NORTH RIGHT-OF-WAY LINE OF SAID HARBACH BOULEVARD; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF 85TH STREET; THENCE SOUTH ALONG SAID EXTENSION AND THE WEST RIGHT-OF-WAY LINE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 1 OF EMERY ADDITION PLAT ONE; THENCE CONTINUING SOUTH ALONG THE SAID WEST RIGHT-OF-WAY LINE EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 32 OF McKEONS PLACE REPLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 32 TO THE EAST LINE OF THE WEST 160.00 FEET OF LOT 31 OF SAID McKEONS PLACE REPLAT; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF McKEONS PLACE PLAT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF OUTLOT "Z" OF SAID McKEONS PLACE PLAT 2, TO THE WEST LINE OF LOT 6 OF WESTWIND HEIGHTS; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TERRACE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF THE SOUTH 48.00 FEET OF LOT 43 OF FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 81ST STREET; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 OF SAID FISCHER ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE EAST LINE OF THE WEST HALF OF SAID LOT

20; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 20; THENCE EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF 80TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF LOT 13 OF SAID FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, TO THE WEST LINE OF DRAKE PLAZA; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 8 IN SAID DRAKE PLAZA, AND BEING A POINT ON THE NORTHERLY LINE OF LOT 93 OF WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID LOT 93; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 7 OF KEATING PLACE; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7 AND LOT 3 OF SAID KEATING PLACE TO THE WEST LINE OF 78TH STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 42 OF SAID WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG SAID NORTH LINE OF LOTS 42 AND 38 OF SAID WALNUT CREEK HEIGHTS TO THE WESTERNMOST CORNER OF LOT 1 OF SERVICEMASTER PLAT 1; THENCE S 89°19'56" E TO THE SOUTHWEST CORNER OF LOT 43 OF WALNUT CREEK HEIGHTS; THENCE CONTINUING EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF 75TH STREET; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3 IN CHERYL JANE ESTATES; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE AND ALONG SAID SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF LOT 30 OF SAID WALNUT CREEK HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 30 TO THE POINT OF BEGINNING.

EXCEPT

LOT 1 OF EUROPEAN FLAVORS PLAT NO. 1,

AND EXCEPT

THE WEST 15.50 ACRES OF LOT 45 OF FISCHER ACRES,

AND EXCEPT

THAT PART CONTAINED WITHIN THE 1997 ADDITION TO THE CLIVE URBAN RENEWAL AREA OF THE CITY OF CLIVE, IOWA DESCRIBED AS FOLLOWS:

BEGINNING 561.70 FEET NORTH AND 40.00 FEET WEST OF THE SOUTHEAST CORNER; THENCE NORTHWESTERLY 105.00 FEET; THENCE WESTERLY 299.00 FEET; THENCE SOUTHWESTERLY 169.10 FEET; THENCE NORTHWESTERLY 410.7 FEET; THENCE NORTHEASTERLY 388.40 FEET; THENCE NORTHWESTERLY 157.00 FEET; THENCE SOUTHWESTERLY 220.40 FEET; THENCE WESTERLY 178.30 FEET; THENCE NORTHWESTERLY 249.10 FEET; THENCE NORTHEASTERLY 374.00 FEET; THENCE NORTHWESTERLY 298.40 FEET; THENCE NORTH 290.60 FEET; THENCE SOUTHEASTERLY 931.60 FEET; THENCE SOUTHEAST 93.50 FEET; THENCE SOUTHERLY 137.40 FEET; THENCE SOUTH 497.10 FEET; THENCE SOUTHWESTERLY 228.40 FEET; THENCE EAST 507.10 FEET; THENCE SOUTH 287.30 FEET TO THE POINT OF BEGINNING, LOT 3, OFFICIAL PLAT OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.

STATE OF IOWA
POLK AND DALLAS COUNTIES SS:
CITY OF CLIVE

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Clive, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the deletion of certain property from the Clive Urban Renewal Area in the City of Clive, Iowa.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: Resolution Levying Special Assessments for Nuisance Abatement Costs - 2184 NW 141st Street - 10540 Juan Calle - 1571 NW 93rd Court.

SYNOPSIS:

Whereas the necessary action has been taken to abate public nuisances caused by a dense overgrowth of grasses/weeds, at the properties referenced in Exhibit A. And whereas the City incurred costs for such actions, now therefore staff recommends approval of this resolution to levy assessment for the costs of the public nuisance abatement.

Attachments:

1. Nuisance Abatement 08_14_2025

RESOLUTION NO. _____

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(1, H and/or I) of the Clive Code of Ordinances 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 assessments may be paid in part or in full at the office of the Clive City Clerk, without interest, within thirty (30) days after the first publication of the Notice to Property Owner of Filing of the Schedule of Assessments. Any unpaid balance after that period shall be certified to the County Treasurer to be collected in the same manner as a property tax, in one installment, due on July 1, _____.
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 Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

**City of Clive
Assessment Schedule
Polk County**

[illegible]



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: August 14, 2025

RE: Resolution Accepting Satisfaction of Agreement to Complete for Silverstar Addition Plat 1, Lot 1 - 15451 Hickman RD

SYNOPSIS:

The site improvements for Lot 1 of Silverstar Addition Plat 1 have been completed in accordance with the approved site plan. Staff recommends approval of the attached Resolution Accepting Satisfaction of Agreement to Complete Site Improvements.

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

Attachments:

1. Resolution Accepting Satisfaction of Agreement - Silverstar Addition Plat 1, Lot # 1 - 15451 Hickman RD

RESOLUTION NO. _____

RESOLUTION ACCEPTING SATISFACTION OF
AGREEMENT TO COMPLETE SITE IMPROVEMENTS
15451 HICKMAN RD
LOT 1, SILVERSTAR ADDITION PLAT 1

WHEREAS, Hegg Construction (“Developer”) submitted a building permit for a project described as Lot 1 of Silverstar Addition Plat 1, (the “Project”); and

WHEREAS, the City issued a Temporary Certificate of Occupancy for the Project, although the site improvements were not complete, based upon the execution by Developer of an Agreement to Complete Site Improvements; and

WHEREAS, the site improvements for the Project are now completed.

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

That the satisfaction of the obligations of the Developer under the Agreement to Complete Site Improvements for the Project is approved, and the City Clerk is hereby directed to return to the Developer any bonds or checks securing the completion of the site improvements.

PASSED AND APPROVED THIS 14th day of August 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Approving 1st Amendment to Zoning Change and Development Agreement - Silverstar Addition Plat 1

SYNOPSIS:

IA8-156TH AND HICKMAN, LLC has requested an amendment to the Zoning Change and Development Agreement for Silverstar Addition Plat 1. The Development Agreement currently requires substantial completion of the Emerald Isle Drive Public Improvements within 90 days of the granting of any certificate of occupancy on Lots 1, 2, or 3 Silverstar Addition Plat 1. The schedule at the time the construction commenced identified a substantial completion date of August 18, 2025. On June 12, 2025, a temporary certificate of occupancy was granted for Lot 2 with an expiration date of September 12, 2025. Since the temporary certificate of occupancy was granted, there have been significant weather delays due to the unusually wet June and July.

Staff recommends approval of the resolution approving First Amendment to Zoning Change and Development Agreement to modify the substantial completion date to 125 days from issuance of any certificate of occupancy (October 15) rather than 90 days (September 12) to account for the unforeseeable amount of rain days.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Resolution
2. 1st Amendment

RESOLUTION NO. _____

RESOLUTION APPROVING 1ST AMENDMENT TO ZONING CHANGE AND
DEVELOPMENT AGREEMENT

WHEREAS, the Zoning Change and Development Agreement for Silverstar Additional Plat 1, by and between the City of Clive, Iowa (“City”) and IA8-156TH AND HICKMAN, LLC (“Developer”) was approved by Ordinance 1136; and

WHEREAS, the Zoning Change and Development Agreement was recorded with the Dallas County Recorder’s Office at Book 2023 and Page 12045; and

WHEREAS, the Parties would like to amend the Development Agreement to extend the timeframe for substantial completion of the Emerald Isle Drive Public Improvements; and

WHEREAS, the Development Agreement required substantial completion of the Emerald Isle Drive Public Improvements within 90 days of the granting of any certificate of occupancy on Lots 1, 2, or 3 Silverstar Addition Plat 1; and

WHEREAS, the Emerald Isle Drive Public Improvements construction schedule identified a substantial completion date of August 18, 2025; and

WHEREAS, a temporary certificate of occupancy was granted to Lot 2, Silverstar Addition Plat 1, on June 12, 2025, with an expiration date of September 12, 2025; and

WHEREAS, rainfall totals in the metro area indicate 2025 has been the wettest July on record with nearly three times more rain than the average monthly July rainfall; and

WHEREAS, the construction schedule has been updated to account for said weather delays.

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

That the 1st Amendment to the Zoning Change and Development Agreement for Silverstar Addition Plat 1 is hereby approved and accepted by the City of Clive.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to file the 1st Amendment to the Zoning Change and Development Agreement, as well as any other documents related thereto, with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

Return to: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325
Prepared by: Amanda Grutzmacher, 1900 NW 114th Street, Clive, IA 50325 515-223-6221

**1ST AMENDMENT TO
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS AMENDMENT is made between IA8 – 156TH AND HICKMAN, LLC and the City of Clive, Iowa to the Zoning Change and Development Agreement dated August 10, 2023, recorded August 16, 2023, as document reference number Book 2023 Page 12045, regarding that certain real property located within the City of Clive, Dallas County, Iowa (the “Development Agreement”).

WHEREAS, the Parties would like to amend the Development Agreement to extend the timeframe for substantial completion of the Emerald Isle Drive Public Improvements; and

WHEREAS, the Development Agreement required substantial completion of the Emerald Isle Drive Public Improvements within 90 days of the granting of any certificate of occupancy on Lots 1, 2, or 3 Silverstar Addition Plat 1; and

WHEREAS, the Emerald Isle Drive Public Improvements construction schedule identified a substantial completion date of August 18, 2025; and

WHEREAS, a temporary certificate of occupancy was granted to Lot 2, Silverstar Addition Plat 1, on June 12, 2025, with an expiration date of September 12, 2025; and

WHEREAS, rainfall totals in the metro area indicate 2025 has been the wettest July on record with nearly three times more rain than the average monthly July rainfall; and

WHEREAS, the construction schedule has been updated to account for said weather delays.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Development Agreement shall be revised as follows:

1. Section 5 shall be deleted in its entirety and replaced as follows:

5. Emerald Isle Drive Improvements. Property Owner agrees to design and construct the Emerald Isle Drive right-of-way improvements including, but not limited to, design, geotechnical analysis, inspection, grading, subgrade, subbase, concrete paving, storm sewer, stormwater management, utilities, sidewalk, lighting, and landscaping associated with fifteen and one half feet (15.5') of street improvements related to that portion of the Property adjacent to Emerald Isle Drive (the "Public Improvements") are the sole obligation of the Property Owner.

The Property Owner and City agree the design of the Public Improvements shall be in accordance with all City standards, and Construction Drawings shall be approved by City Council prior to construction. Prior to construction, Property Owner agrees to provide to the City three independent competitive bids for the construction of the improvements for consideration and agreement. Upon acceptance and presentation of the total final project costs (including design and construction), the City and Property Owner will establish the reimbursement amount per linear foot of street frontage available to the Property Owner based on fifty percent (50%) of the linear feet of street installed. Following completion of the Public Improvements in accordance with the approved Construction Drawings, the City agrees to accept and maintain the Public Improvements.

City agrees to reimburse Property Owner based on the per linear foot costs for each foot of street frontage developed and/or final platted of each adjacent property on the north and east sides of Emerald Isle Drive as development occurs on said properties. In the event that the properties on the north and east side of the Public Improvements are not developed within five (5) years, the City agrees to reimburse Property Owner the remaining unpaid balance of the available reimbursement no later than sixty (60) days following five (5) years from the date of acceptance of the Public Improvements.

The Property Owner agrees to design and construct the Public Improvements with substantial completion no later than **one-hundred and twenty-five (125)** days after issuance of any Certificates of Occupancy on Lots 1, 2, and 3.

In all other respects, the terms of the original agreement will remain in effect. If there is a conflict between this amendment and the original agreement, the terms of this amendment shall prevail. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SEPARATE SIGNATURE PAGES FOLLOW.)

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2025, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2025, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa

My commission expires:_____

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; LOTS 5 THROUGH 7 INCLUSIVE AND PORTION OF LOT 8, EMERALD ISLE PLACE, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA; THE SOUTH 50.00 FEET OF ABANDONED RAILROAD RIGHT OF WAY NORTH OF AND ADJACENT TO SAID LOTS 5 THROUGH 8; AND THE NORTH HALF OF EMERALD ISLE DRIVE RIGHT OF WAY SOUTH OF AND ADJOINING SAID LOTS 5 THROUGH 8, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE S00°15'25"W ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 5, A DISTANCE OF 33.00 FEET; THENCE N89°52'35"W, A DISTANCE OF 392.84 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°16'58"E ALONG SAID WEST LINE, A DISTANCE OF 540.26 FEET; THENCE S89°43'02"E, A DISTANCE OF 49.92 FEET TO THE EAST RIGHT OF WAY LINE OF NW 156TH STREET AS IT IS PRESENTLY ESTABLISHED; THENCE ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1432.40 FEET, AN ARC LENGTH OF 343.57 FEET AND A CHORD THAT BEARS S88°33'17"E, 342.75 FEET; THENCE S00°15'25"W ALONG THE EAST LINE OF SAID LOT 5 AND ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE, A DISTANCE OF 499.22 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4.89 ACRES (213,120 SQUARE FEET)



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 18 Emerald Isle Place

SYNOPSIS:

The property owner has satisfied the Agreement with payment of \$1,854.00, and staff recommends Council approval of this satisfaction.

Attachments:

1. Resolution Approving Satisfaction 1999 2265
2. Original Agreement

Return to: City Clerk, City of Clive, 1900 NW 114th St., Clive, Iowa 50325
Preparer Information: Amanda Grutzmacher, 1900 NW 114th Street, Clive, Iowa 50325 Phone (515)223-6221

RESOLUTION NO. _____

RESOLUTION APPROVING SATISFACTION OF PUBLIC IMPROVEMENT AGREEMENT
FOR DEFERRED SPECIAL ASSESSMENT FOR WATER AND SEWER IMPROVEMENTS
– EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS PROJECT

WHEREAS, the City of Clive, Iowa (“City”) entered into a Public Improvement Agreement for deferred special assessment relating to water and sewer improvements – Emerald Isle/McNabb Acres Public Improvements Project (“Agreement”) with Melvin R. Canfield and Julie A. Canfield recorded on February 26, 1999, in Book 1999, Page 2265 in the office of the Recorder of Dallas County, Iowa; and

WHEREAS, IA8-156TH AND HICKMAN, LLC, the current property owner, has satisfied the Agreement with payment of \$1,854; and

WHEREAS, the City desires to acknowledge satisfaction of the Agreement.

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

1. That the Satisfaction of Public Improvement Agreement – Emerald Isle/McNabb Acres Public Improvements Project is hereby approved and accepted by the City of Clive, and the Mayor is authorized to execute the Satisfaction, and the city Clerk to attest to his signature.
2. This resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

RETURN TO
CITY OF CLIVE, IOWA
1800 NW 114th STREET
CLIVE, IA 50325-7077

PUBLIC IMPROVEMENT AGREEMENT
EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS

002265 BOOK 1999 PAGE 002265
1999 FEB 26 P 3: 05
CAROL HOL. RECORDER
DALLAS COUNTY, IOWA
OF PAGES (5) 2500/100

THIS AGREEMENT, is made and entered into by and between the CITY OF CLIVE, IOWA (the "City"), and Melvin R. Canfield and Julie A. Canfield (collectively, the "Property Owner").

W I T N E S S E T H:

WHEREAS, the Property Owner owns certain real property located in the City of Clive and legally described on Exhibit A, attached hereto (the "Property").

WHEREAS, the City desires to construct certain public improvements in the City, described generally as the Emerald Isle/McNabb Acres Public Improvements Project, consisting generally of the extension of sanitary sewer and water lines to service the Property, among other properties (the "Improvements"); and

WHEREAS, the City has already made a preliminary assessment against the Property in connection with the Improvements; and

WHEREAS, the City is willing to reduce the final assessment against the Property for the Improvements based on the agreements of the Property Owner contained in this Agreement.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

1. Construction of Improvements. As soon as practicable the City shall have the right to cause the Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The Improvements may be constructed by the City, by a private entity pursuant to a contract with the City, or by such other means as the City shall deem appropriate.

2. Reduction of Assessment. The City hereby agrees that notwithstanding the amount of the Conditional Assessment (as hereinafter defined) the amount of the final assessment against the Property for the Improvements shall be reduced as provided herein. **THE AMOUNT OF THE FINAL ASSESSMENT TO BE CERTIFIED TO THE DALLAS COUNTY TREASURER SHALL BE THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$3,727.00) (THE "FINAL ASSESSMENT").** The Final Assessment shall be paid in accordance with Iowa law, and Property Owner may pay such Final Assessment in installments (together with interest), as provided in Division IV of Chapter 384 of the Code of Iowa.

3. Conditional Assessment. The term "Conditional Assessment," as used herein, shall refer to the final assessment that would be made against the Property for the Improvements, pursuant to the Final Assessment Plats and Schedules, but for the agreement of the City to reduce the Final Assessment as provided herein. The Conditional Assessment shall be calculated in the same

general manner as the Preliminary Assessment for the Property as shown in the Preliminary Assessment Plats and Schedules for the Improvements dated October 27, 1998 (the "Preliminary Assessment Schedule") except that final, rather than preliminary or estimated numbers, shall be used. The amount of the Conditional Assessment shall not exceed the amount shown as the Preliminary Assessment for the Property pursuant to the Preliminary Assessment Schedule. The amount of the Conditional Assessment shall be determined by resolution of the Clive City Council. In no event shall the amount of the Conditional Assessment exceed the sum of \$6,006.00.

4. Repayment of Deferred Assessment. Property Owner hereby agrees to pay to the City the difference between the Final Assessment and the Conditional Assessment (the "Deferred Assessment") pursuant to the terms and conditions contained herein. The Deferred Assessment shall be paid to the City, in full, upon the earliest to occur of the following: (a) the Property, or any portion thereof, is further platted or subdivided, or (b) the Property is sold or transferred to a third party. Such payment shall be made directly to the City, and shall not be paid to the County Treasurer as an assessment. **IN NO EVENT SHALL THE AMOUNT OF THE DEFERRED ASSESSMENT EXCEED THE SUM OF \$2,280.00.**

5. Lien on Property. In order to secure the obligation of the Property Owner hereunder to pay to the City the Deferred Assessment, the Property Owner hereby grants, pledges, mortgages, conveys and assigns to City, a lien upon the Property. Said lien shall run with the Property and shall be discharged only upon payment to City of the Deferred Assessment.

6. Easements and Work Permits. The Property Owner agrees to grant to City on or before January 14, 1999 (1) a temporary construction easement for the Improvements to be constructed, (2) any work permits necessary for the Improvements to be constructed, and (3) permanent water and sewer easements for the Improvements constructed, all in a form acceptable to City.

7. Waiver of Certain Fees. The City agrees to waive any Sewage Treatment Plant Fees which may be assessed against the Property for the construction of a sewage treatment plant or the acquisition or construction of additional sewage capacity. The City also agrees to waive any Sanitary Trunk Sewer Hookup Fees which may be applicable to the Property.

8. Binding Agreement. This Agreement shall be binding upon the parties, their heirs, successors and assigns. Further, this Agreement shall be deemed to run with the land.

9. Voluntary Petition. This Agreement is being made voluntarily between the parties in lieu of a special assessment, and shall constitute a written contract and petition as required by Section 384.41 of the Code of Iowa for the initiation of a plan for

a public improvement to be paid in whole or in part by special assessments against property.

10. Waiver of Spousal Rights. If the Property Owner is an individual, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PROPERTY OWNER:

Melvin R. Canfield
Melvin R. Canfield

Julie A. Canfield
Julie A. Canfield

CITY OF OLIVE, IOWA

By: Robert Brownell
Robert Brownell, Mayor

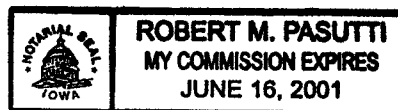
ATTEST: Pamela S. Shannon, Deputy
Marjorie S. Roberts,
City Clerk

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF Dallas)

On this 30th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Melvin R. Canfield and Julie A. Canfield, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Robert M. Pasutti
Notary Public in and for the
State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss.
COUNTY OF POLK)

I, Marjorie S. Roberts, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Clive by Resolution No. 99-28, passed on the 18th day of February, 1999, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 25th day of February, 1999.

Pamela L. Shannon, Deputy
Marjorie S. Roberts
City Clerk of Clive, Iowa

EXHIBIT A

LEGAL DESCRIPTION

Lot 18 - Emerald Isle Place

November 10, 1998\L:\JMS\CLIVE\EMERISLE\CANFIELD.10



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 16 Emerald Isle Place

SYNOPSIS:

The property owner has satisfied the Agreement with payment of \$1,854.00, and staff recommends Council approval of this satisfaction.

Attachments:

1. Resolution Approving Satisfaction 1999 2266
2. Original Agreement

Return to: City Clerk, City of Clive, 1900 NW 114th St., Clive, Iowa 50325
Preparer Information: Amanda Grutzmacher, 1900 NW 114th Street, Clive, Iowa 50325 Phone (515)223-6221

RESOLUTION NO. _____

RESOLUTION APPROVING SATISFACTION OF PUBLIC IMPROVEMENT AGREEMENT
FOR DEFERRED SPECIAL ASSESSMENT FOR WATER AND SEWER IMPROVEMENTS
– EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS PROJECT

WHEREAS, the City of Clive, Iowa (“City”) entered into a Public Improvement Agreement for deferred special assessment relating to water and sewer improvements – Emerald Isle/McNabb Acres Public Improvements Project (“Agreement”) with Vearl L. Thompson and Cyndy K. Thompson recorded on February 26, 1999, in Book 1999, Page 2266 in the office of the Recorder of Dallas County, Iowa; and

WHEREAS, IA8-156TH AND HICKMAN, LLC, the current property owner, has satisfied the Agreement with payment of \$1,854; and

WHEREAS, the City desires to acknowledge satisfaction of the Agreement.

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

1. That the Satisfaction of Public Improvement Agreement – Emerald Isle/McNabb Acres Public Improvements Project is hereby approved and accepted by the City of Clive, and the Mayor is authorized to execute the Satisfaction, and the city Clerk to attest to his signature.
2. This resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

RETURN TO
CITY OF CLIVE, IOWA
1900 NW 114th STREET
CLIVE, IA 50325-7077

002266 BOOK 1999 PAGE 002266

1999 FEB 26 P 3: 05

PUBLIC IMPROVEMENT AGREEMENT
EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS

CAROL HOL. RECORDER
DALLAS COUNTY, IOWA

OF PAGES

5 25.00/1.00

THIS AGREEMENT, is made and entered into by and between the CITY OF CLIVE, IOWA (the "City"), and Vearl L. Thompson and Cyndy K. Thompson (collectively, the "Property Owner").

W I T N E S S E T H:

WHEREAS, the Property Owner owns certain real property located in the City of Clive and legally described on Exhibit A, attached hereto (the "Property").

WHEREAS, the City desires to construct certain public improvements in the City, described generally as the Emerald Isle/McNabb Acres Public Improvements Project, consisting generally of the extension of sanitary sewer and water lines to service the Property, among other properties (the "Improvements"); and

WHEREAS, the City has already made a preliminary assessment against the Property in connection with the Improvements; and

WHEREAS, the City is willing to reduce the final assessment against the Property for the Improvements based on the agreements of the Property Owner contained in this Agreement.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

1. Construction of Improvements. As soon as practicable the City shall have the right to cause the Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The Improvements may be constructed by the City, by a private entity pursuant to a contract with the City, or by such other means as the City shall deem appropriate.

2. Reduction of Assessment. The City hereby agrees that notwithstanding the amount of the Conditional Assessment (as hereinafter defined) the amount of the final assessment against the Property for the Improvements shall be reduced as provided herein. THE AMOUNT OF THE FINAL ASSESSMENT TO BE CERTIFIED TO THE DALLAS COUNTY TREASURER SHALL BE THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$3,727.00) (THE "FINAL ASSESSMENT"). The Final Assessment shall be paid in accordance with Iowa law, and Property Owner may pay such Final Assessment in installments (together with interest), as provided in Division IV of Chapter 384 of the Code of Iowa.

3. Conditional Assessment. The term "Conditional Assessment," as used herein, shall refer to the final assessment that would be made against the Property for the Improvements, pursuant to the Final Assessment Plats and Schedules, but for the agreement of the City to reduce the Final Assessment as provided herein. The Conditional Assessment shall be calculated in the same

general manner as the Preliminary Assessment for the Property as shown in the Preliminary Assessment Plats and Schedules for the Improvements dated October 27, 1998 (the "Preliminary Assessment Schedule") except that final, rather than preliminary or estimated numbers, shall be used. The amount of the Conditional Assessment shall not exceed the amount shown as the Preliminary Assessment for the Property pursuant to the Preliminary Assessment Schedule. The amount of the Conditional Assessment shall be determined by resolution of the Clive City Council. In no event shall the amount of the Conditional Assessment exceed the sum of \$6,006.00.

4. Repayment of Deferred Assessment. Property Owner hereby agrees to pay to the City the difference between the Final Assessment and the Conditional Assessment (the "Deferred Assessment") pursuant to the terms and conditions contained herein. The Deferred Assessment shall be paid to the City, in full, upon the earliest to occur of the following: (a) the Property, or any portion thereof, is further platted or subdivided, or (b) the Property is sold or transferred to a third party. Such payment shall be made directly to the City, and shall not be paid to the County Treasurer as an assessment. **IN NO EVENT SHALL THE AMOUNT OF THE DEFERRED ASSESSMENT EXCEED THE SUM OF \$2,280.00.**

5. Lien on Property. In order to secure the obligation of the Property Owner hereunder to pay to the City the Deferred Assessment, the Property Owner hereby grants, pledges, mortgages, conveys and assigns to City, a lien upon the Property. Said lien shall run with the Property and shall be discharged only upon payment to City of the Deferred Assessment.

6. Easements and Work Permits. The Property Owner agrees to grant to City on or before January 14, 1999 (1) a temporary construction easement for the Improvements to be constructed, (2) any work permits necessary for the Improvements to be constructed, and (3) permanent water and sewer easements for the Improvements constructed, all in a form acceptable to City.

7. Waiver of Certain Fees. The City agrees to waive any Sewage Treatment Plant Fees which may be assessed against the Property for the construction of a sewage treatment plant or the acquisition or construction of additional sewage capacity. The City also agrees to waive any Sanitary Trunk Sewer Hookup Fees which may be applicable to the Property.

8. Binding Agreement. This Agreement shall be binding upon the parties, their heirs, successors and assigns. Further, this Agreement shall be deemed to run with the land.

9. Voluntary Petition. This Agreement is being made voluntarily between the parties in lieu of a special assessment, and shall constitute a written contract and petition as required by Section 384.41 of the Code of Iowa for the initiation of a plan for

a public improvement to be paid in whole or in part by special assessments against property.

10. Waiver of Spousal Rights. If the Property Owner is an individual, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PROPERTY OWNER:

Vearl L. Thompson
Vearl L. Thompson

Cyndy K. Thompson
Cyndy K. Thompson

CITY OF OLIVE, IOWA

By: Robert Brownell, Mayor

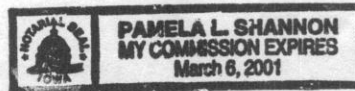
ATTEST: Pamela L. Shannon, Deputy
Marjorie S. Roberts,
City Clerk

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF Polk)

On this 17th day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Vearl L. Thompson and Cyndy K. Thompson, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Pamela L. Shannon
Notary Public in and for the
State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss.
COUNTY OF POLK)

I, Marjorie S. Roberts, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Clive by Resolution No. 99-28, passed on the 18th day of February, 1998, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 25th day of February, 1998.

Pamela L. Shannon, Deputy
Marjorie S. Roberts
City Clerk of Clive, Iowa

EXHIBIT A

LEGAL DESCRIPTION

Lot 16 - Emerald Isle Place

November 10, 1998\L:\JMS\CLIVE\EMERISLE\THOMPSON.10



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lots 14 and 15 Emerald Isle Place

SYNOPSIS:

The property owner has satisfied the Agreement with payment of \$7,434.00, and staff recommends Council approval of this satisfaction.

Attachments:

1. Resolution Approving Satisfaction 1999 2267
2. Original Agreement

Return to: City Clerk, City of Clive, 1900 NW 114th St., Clive, Iowa 50325
Preparer Information: Amanda Grutzmacher, 1900 NW 114th Street, Clive, Iowa 50325 Phone (515)223-6221

RESOLUTION NO. _____

RESOLUTION APPROVING SATISFACTION OF PUBLIC IMPROVEMENT AGREEMENT
FOR DEFERRED SPECIAL ASSESSMENT FOR WATER AND SEWER IMPROVEMENTS
– EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS PROJECT

WHEREAS, the City of Clive, Iowa (“City”) entered into a Public Improvement Agreement for deferred special assessment relating to water and sewer improvements – Emerald Isle/McNabb Acres Public Improvements Project (“Agreement”) with Richard F. Copeland and Donna Mae Copeland recorded on February 26, 1999, in Book 1999, Page 2267 in the office of the Recorder of Dallas County, Iowa; and

WHEREAS, IA8-156TH AND HICKMAN, LLC, the current property owner, has satisfied the Agreement with payment of \$7,434; and

WHEREAS, the City desires to acknowledge satisfaction of the Agreement.

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

1. That the Satisfaction of Public Improvement Agreement – Emerald Isle/McNabb Acres Public Improvements Project is hereby approved and accepted by the City of Clive, and the Mayor is authorized to execute the Satisfaction, and the city Clerk to attest to his signature.
2. This resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

1999 FEB 26 P 3: 05

PUBLIC IMPROVEMENT AGREEMENT
EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS
CAROL HOL. RECORDER
DALLAS COUNTY, IOWA

THIS AGREEMENT, is made and entered into by and between the CITY OF CLIVE, IOWA (the "City"), and Richard F. Copeland and Donna Mae Copeland (collectively, the "Property Owner").

OF PAGES 6

25.00
1.00

W I T N E S S E T H:

WHEREAS, the Property Owner owns certain real property located in the City of Clive and legally described on Exhibit A, attached hereto (the "Property").

WHEREAS, the City desires to construct certain public improvements in the City, described generally as the Emerald Isle/McNabb Acres Public Improvements Project, consisting generally of the extension of sanitary sewer and water lines to service the Property, among other properties (the "Improvements"); and

WHEREAS, the City has already made a preliminary assessment against the Property in connection with the Improvements; and

WHEREAS, the City is willing to reduce the final assessment against the Property for the Improvements based on the agreements of the Property Owner contained in this Agreement.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

1. Construction of Improvements. As soon as practicable the City shall have the right to cause the Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The Improvements may be constructed by the City, by a private entity pursuant to a contract with the City, or by such other means as the City shall deem appropriate.

2. Reduction of Assessment. The City hereby agrees that notwithstanding the amount of the Conditional Assessment (as hereinafter defined) the amount of the final assessment against the Property for the Improvements shall be reduced as provided herein. THE AMOUNT OF THE FINAL ASSESSMENT TO BE CERTIFIED TO THE DALLAS COUNTY TREASURER SHALL BE THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$3,727.00) (THE "FINAL ASSESSMENT"). The Final Assessment shall be paid in accordance with Iowa law, and Property Owner may pay such Final Assessment in installments (together with interest), as provided in Division IV of Chapter 384 of the Code of Iowa.

3. Conditional Assessment. The term "Conditional Assessment," as used herein, shall refer to the final assessment that would be made against the Property for the Improvements, pursuant to the Final Assessment Plats and Schedules, but for the agreement of the City to reduce the Final Assessment as provided herein. The Conditional Assessment shall be calculated in the same

general manner as the Preliminary Assessment for the Property as shown in the Preliminary Assessment Plats and Schedules for the Improvements dated October 27, 1998 (the "Preliminary Assessment Schedule") except that final, rather than preliminary or estimated numbers, shall be used. The amount of the Conditional Assessment shall not exceed the amount shown as the Preliminary Assessment for the Property pursuant to the Preliminary Assessment Schedule. The amount of the Conditional Assessment shall be determined by resolution of the Clive City Council. In no event shall the amount of the Conditional Assessment exceed the sum of \$12,013.00.

4. Repayment of Deferred Assessment. Property Owner hereby agrees to pay to the City the difference between the Final Assessment and the Conditional Assessment (the "Deferred Assessment") pursuant to the terms and conditions contained herein. The Deferred Assessment shall be paid to the City, in full, upon the earliest to occur of the following: (a) the Property, or any portion thereof, is further platted or subdivided, or (b) the Property is sold or transferred to a third party. Such payment shall be made directly to the City, and shall not be paid to the County Treasurer as an assessment. **IN NO EVENT SHALL THE AMOUNT OF THE DEFERRED ASSESSMENT EXCEED THE SUM OF \$8,286.00.**

5. Lien on Property. In order to secure the obligation of the Property Owner hereunder to pay to the City the Deferred Assessment, the Property Owner hereby grants, pledges, mortgages, conveys and assigns to City, a lien upon the Property. Said lien shall run with the Property and shall be discharged only upon payment to City of the Deferred Assessment.

6. Easements and Work Permits. The Property Owner agrees to grant to City on or before January 14, 1999 (1) a temporary construction easement for the Improvements to be constructed, (2) any work permits necessary for the Improvements to be constructed, and (3) permanent water and sewer easements for the Improvements constructed, all in a form acceptable to City.

7. Waiver of Certain Fees. The City agrees to waive any Sewage Treatment Plant Fees which may be assessed against the Property for the construction of a sewage treatment plant or the acquisition or construction of additional sewage capacity. The City also agrees to waive any Sanitary Trunk Sewer Hookup Fees which may be applicable to the Property.

8. Binding Agreement. This Agreement shall be binding upon the parties, their heirs, successors and assigns. Further, this Agreement shall be deemed to run with the land.

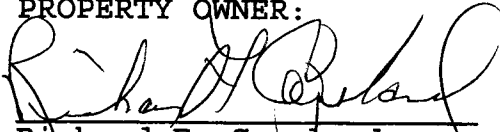
9. Voluntary Petition. This Agreement is being made voluntarily between the parties in lieu of a special assessment, and shall constitute a written contract and petition as required by Section 384.41 of the Code of Iowa for the initiation of a plan for

a public improvement to be paid in whole or in part by special assessments against property.

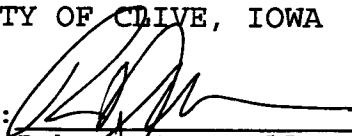
10. Waiver of Spousal Rights. If the Property Owner is an individual, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property.

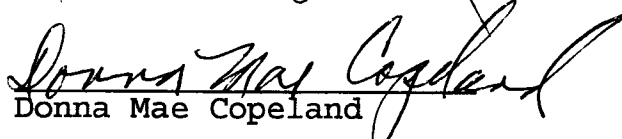
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

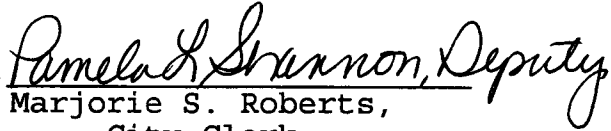
PROPERTY OWNER:


Richard F. Copeland

CITY OF CLIVE, IOWA

By: 
Robert Brownell, Mayor


Donna Mae Copeland

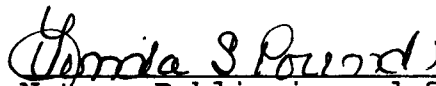
ATTEST: 
Pamela S. Shannon, Deputy
Marjorie S. Roberts,
City Clerk

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF Dallas)



On this 27th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard F. Copeland and Donna Mae Copeland, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for the
State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss.
COUNTY OF POLK)

I, Marjorie S. Roberts, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Clive by Resolution No. 99-28, passed on the 18th day of February, 1998, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 25th day of February, 1998.

Pamela L. Shannon, Deputy
Marjorie S. Roberts
City Clerk of Clive, Iowa

EXHIBIT A

LEGAL DESCRIPTION

Lots 14 and 15 - Emerald Isle Place

November 10, 1998\L:\JMS\CLIVE\EMERISLE\COPELAND.10



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 13 Emerald Isle Place

SYNOPSIS:

The property owner has satisfied the Agreement with payment of \$1,854.00, and staff recommends Council approval of this satisfaction.

Attachments:

1. Resolution Approving Satisfaction 1999 2268
2. Original Agreement

Return to: City Clerk, City of Clive, 1900 NW 114th St., Clive, Iowa 50325
Preparer Information: Amanda Grutzmacher, 1900 NW 114th Street, Clive, Iowa 50325 Phone (515)223-6221

RESOLUTION NO. _____

RESOLUTION APPROVING SATISFACTION OF PUBLIC IMPROVEMENT AGREEMENT
FOR DEFERRED SPECIAL ASSESSMENT FOR WATER AND SEWER IMPROVEMENTS
– EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS PROJECT

WHEREAS, the City of Clive, Iowa (“City”) entered into a Public Improvement Agreement for deferred special assessment relating to water and sewer improvements – Emerald Isle/McNabb Acres Public Improvements Project (“Agreement”) with Jeff Kellar and Carmela Kellar, recorded on February 26, 1999, in Book 1999, Page 2268 in the office of the Recorder of Dallas County, Iowa; and

WHEREAS, IA8-156TH AND HICKMAN, LLC, the current property owner, has satisfied the Agreement with payment of \$1,854; and

WHEREAS, the City desires to acknowledge satisfaction of the Agreement.

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

1. That the Satisfaction of Public Improvement Agreement – Emerald Isle/McNabb Acres Public Improvements Project is hereby approved and accepted by the City of Clive, and the Mayor is authorized to execute the Satisfaction, and the city Clerk to attest to his signature.
2. This resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

1999 FEB 26 P 3: 05

PUBLIC IMPROVEMENT AGREEMENT
EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS

CAROL HOL, RECORDER
DALLAS COUNTY, IOWA

OF PAGES

325.00/1.00

THIS AGREEMENT, is made and entered into by and between the CITY OF CLIVE, IOWA (the "City"), and Jeff Kellar and Carmela Kellar (collectively, the "Property Owner").

W I T N E S S E T H:

WHEREAS, the Property Owner owns certain real property located in the City of Clive and legally described on Exhibit A, attached hereto (the "Property").

WHEREAS, the City desires to construct certain public improvements in the City, described generally as the Emerald Isle/McNabb Acres Public Improvements Project, consisting generally of the extension of sanitary sewer and water lines to service the Property, among other properties (the "Improvements"); and

WHEREAS, the City has already made a preliminary assessment against the Property in connection with the Improvements; and

WHEREAS, the City is willing to reduce the final assessment against the Property for the Improvements based on the agreements of the Property Owner contained in this Agreement.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

1. Construction of Improvements. As soon as practicable the City shall have the right to cause the Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The Improvements may be constructed by the City, by a private entity pursuant to a contract with the City, or by such other means as the City shall deem appropriate.

2. Reduction of Assessment. The City hereby agrees that notwithstanding the amount of the Conditional Assessment (as hereinafter defined) the amount of the final assessment against the Property for the Improvements shall be reduced as provided herein. **THE AMOUNT OF THE FINAL ASSESSMENT TO BE CERTIFIED TO THE DALLAS COUNTY TREASURER SHALL BE THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$3,727.00) (THE "FINAL ASSESSMENT").** The Final Assessment shall be paid in accordance with Iowa law, and Property Owner may pay such Final Assessment in installments (together with interest), as provided in Division IV of Chapter 384 of the Code of Iowa.

3. Conditional Assessment. The term "Conditional Assessment," as used herein, shall refer to the final assessment that would be made against the Property for the Improvements, pursuant to the Final Assessment Plats and Schedules, but for the agreement of the City to reduce the Final Assessment as provided herein. The Conditional Assessment shall be calculated in the same

general manner as the Preliminary Assessment for the Property as shown in the Preliminary Assessment Plats and Schedules for the Improvements dated October 27, 1998 (the "Preliminary Assessment Schedule") except that final, rather than preliminary or estimated numbers, shall be used. The amount of the Conditional Assessment shall not exceed the amount shown as the Preliminary Assessment for the Property pursuant to the Preliminary Assessment Schedule. The amount of the Conditional Assessment shall be determined by resolution of the Clive City Council. In no event shall the amount of the Conditional Assessment exceed the sum of \$6,006.00.

4. Repayment of Deferred Assessment. Property Owner hereby agrees to pay to the City the difference between the Final Assessment and the Conditional Assessment (the "Deferred Assessment") pursuant to the terms and conditions contained herein. The Deferred Assessment shall be paid to the City, in full, upon the earliest to occur of the following: (a) the Property, or any portion thereof, is further platted or subdivided, or (b) the Property is sold or transferred to a third party. Such payment shall be made directly to the City, and shall not be paid to the County Treasurer as an assessment. **IN NO EVENT SHALL THE AMOUNT OF THE DEFERRED ASSESSMENT EXCEED THE SUM OF \$2,280.00.**

5. Lien on Property. In order to secure the obligation of the Property Owner hereunder to pay to the City the Deferred Assessment, the Property Owner hereby grants, pledges, mortgages, conveys and assigns to City, a lien upon the Property. Said lien shall run with the Property and shall be discharged only upon payment to City of the Deferred Assessment.

6. Easements and Work Permits. The Property Owner agrees to grant to City on or before January 14, 1999 (1) a temporary construction easement for the Improvements to be constructed, (2) any work permits necessary for the Improvements to be constructed, and (3) permanent water and sewer easements for the Improvements constructed, all in a form acceptable to City.

7. Waiver of Certain Fees. The City agrees to waive any Sewage Treatment Plant Fees which may be assessed against the Property for the construction of a sewage treatment plant or the acquisition or construction of additional sewage capacity. The City also agrees to waive any Sanitary Trunk Sewer Hookup Fees which may be applicable to the Property.

8. Binding Agreement. This Agreement shall be binding upon the parties, their heirs, successors and assigns. Further, this Agreement shall be deemed to run with the land.

9. Voluntary Petition. This Agreement is being made voluntarily between the parties in lieu of a special assessment, and shall constitute a written contract and petition as required by Section 384.41 of the Code of Iowa for the initiation of a plan for

a public improvement to be paid in whole or in part by special assessments against property.

10. Waiver of Spousal Rights. If the Property Owner is an individual, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PROPERTY OWNER:

Jeff Kellar
Jeff Kellar

Carmela Kellar
Carmela Kellar

CITY OF CLIVE, IOWA

By: [Signature]
Robert Brownell, Mayor

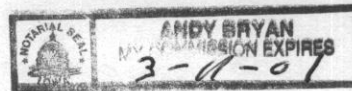
ATTEST: Pamela S. Shannon, Deputy
Marjorie S. Roberts,
City Clerk

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Polk) ss:

On this 27 day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff Kellar and Carmela Kellar, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public in and for the
State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss.
COUNTY OF POLK)

I, Marjorie S. Roberts, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Clive by Resolution No. 99-28, passed on the 18th day of February, 1999, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 25th day of February, 1999.

Marjorie S. Roberts
Marjorie S. Roberts
City Clerk of Clive, Iowa

EXHIBIT A

LEGAL DESCRIPTION

Lot 13 - Emerald Isle Place

November 10, 1998\L:\JMS\CLIVE\EMERISLE\KELLAR.10



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Resolution Approving Satisfaction of Public Improvement Agreement for Deferred Special Assessment for Water and Sewer Improvements - Emerald Isle/McNabb Acres Public Improvements Project - Lot 12 Emerald Isle Place

SYNOPSIS:

The property owner has satisfied the Agreement with payment of \$1,854.00, and staff recommends Council approval of this satisfaction.

Attachments:

1. Resolution Approving Satisfaction 1999 2269
2. Original Agreement

Return to: City Clerk, City of Clive, 1900 NW 114th St., Clive, Iowa 50325
Preparer Information: Amanda Grutzmacher, 1900 NW 114th Street, Clive, Iowa 50325 Phone (515)223-6221

RESOLUTION NO. _____

RESOLUTION APPROVING SATISFACTION OF PUBLIC IMPROVEMENT AGREEMENT
FOR DEFERRED SPECIAL ASSESSMENT FOR WATER AND SEWER IMPROVEMENTS
– EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS PROJECT

WHEREAS, the City of Clive, Iowa (“City”) entered into a Public Improvement Agreement for deferred special assessment relating to water and sewer improvements – Emerald Isle/McNabb Acres Public Improvements Project (“Agreement”) with Charles E. Borst and Anna M. Blobaum, recorded on February 26, 1999, in Book 1999, Page 2269 in the office of the Recorder of Dallas County, Iowa; and

WHEREAS, IA8-156TH AND HICKMAN, LLC, the current property owner, has satisfied the Agreement with payment of \$1,854; and

WHEREAS, the City desires to acknowledge satisfaction of the Agreement.

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

1. That the Satisfaction of Public Improvement Agreement – Emerald Isle/McNabb Acres Public Improvements Project is hereby approved and accepted by the City of Clive, and the Mayor is authorized to execute the Satisfaction, and the city Clerk to attest to his signature.
2. This resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

PUBLIC IMPROVEMENT AGREEMENT
EMERALD ISLE/MCNABB ACRES PUBLIC IMPROVEMENTS

CAROL HOL. RECORDER
DALLAS COUNTY, IOWA

OF PAGES

THIS AGREEMENT, is made and entered into by and between the CITY OF CLIVE, IOWA (the "City"), and Charles E. Borst and Anna M. Blobaum (collectively, the "Property Owner").

W I T N E S S E T H:

WHEREAS, the Property Owner owns certain real property located in the City of Clive and legally described on Exhibit A, attached hereto (the "Property").

WHEREAS, the City desires to construct certain public improvements in the City, described generally as the Emerald Isle/McNabb Acres Public Improvements Project, consisting generally of the extension of sanitary sewer and water lines to service the Property, among other properties (the "Improvements"); and

WHEREAS, the City has already made a preliminary assessment against the Property in connection with the Improvements; and

WHEREAS, the City is willing to reduce the final assessment against the Property for the Improvements based on the agreements of the Property Owner contained in this Agreement.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

1. Construction of Improvements. As soon as practicable the City shall have the right to cause the Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The Improvements may be constructed by the City, by a private entity pursuant to a contract with the City, or by such other means as the City shall deem appropriate.

2. Reduction of Assessment. The City hereby agrees that notwithstanding the amount of the Conditional Assessment (as hereinafter defined) the amount of the final assessment against the Property for the Improvements shall be reduced as provided herein. **THE AMOUNT OF THE FINAL ASSESSMENT TO BE CERTIFIED TO THE DALLAS COUNTY TREASURER SHALL BE THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$3,727.00) (THE "FINAL ASSESSMENT").** The Final Assessment shall be paid in accordance with Iowa law, and Property Owner may pay such Final Assessment in installments (together with interest), as provided in Division IV of Chapter 384 of the Code of Iowa.

3. Conditional Assessment. The term "Conditional Assessment," as used herein, shall refer to the final assessment that would be made against the Property for the Improvements, pursuant to the Final Assessment Plats and Schedules, but for the agreement of the City to reduce the Final Assessment as provided herein. The Conditional Assessment shall be calculated in the same

general manner as the Preliminary Assessment for the Property as shown in the Preliminary Assessment Plats and Schedules for the Improvements dated October 27, 1998 (the "Preliminary Assessment Schedule") except that final, rather than preliminary or estimated numbers, shall be used. The amount of the Conditional Assessment shall not exceed the amount shown as the Preliminary Assessment for the Property pursuant to the Preliminary Assessment Schedule. The amount of the Conditional Assessment shall be determined by resolution of the Clive City Council. In no event shall the amount of the Conditional Assessment exceed the sum of \$6,006.00.

4. Repayment of Deferred Assessment. Property Owner hereby agrees to pay to the City the difference between the Final Assessment and the Conditional Assessment (the "Deferred Assessment") pursuant to the terms and conditions contained herein. The Deferred Assessment shall be paid to the City, in full, upon the earliest to occur of the following: (a) the Property, or any portion thereof, is further platted or subdivided, or (b) the Property is sold or transferred to a third party. Such payment shall be made directly to the City, and shall not be paid to the County Treasurer as an assessment. **IN NO EVENT SHALL THE AMOUNT OF THE DEFERRED ASSESSMENT EXCEED THE SUM OF \$2,280.00.**

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6. Easements and Work Permits. The Property Owner agrees to grant to City on or before January 14, 1999 (1) a temporary construction easement for the Improvements to be constructed, (2) any work permits necessary for the Improvements to be constructed, and (3) permanent water and sewer easements for the Improvements constructed, all in a form acceptable to City.

7. Waiver of Certain Fees. The City agrees to waive any Sewage Treatment Plant Fees which may be assessed against the Property for the construction of a sewage treatment plant or the acquisition or construction of additional sewage capacity. The City also agrees to waive any Sanitary Trunk Sewer Hookup Fees which may be applicable to the Property.

8. Binding Agreement. This Agreement shall be binding upon the parties, their heirs, successors and assigns. Further, this Agreement shall be deemed to run with the land.

9. Voluntary Petition. This Agreement is being made voluntarily between the parties in lieu of a special assessment, and shall constitute a written contract and petition as required by Section 384.41 of the Code of Iowa for the initiation of a plan for

a public improvement to be paid in whole or in part by special assessments against property.

10. Waiver of Spousal Rights. If the Property Owner is an individual, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PROPERTY OWNER:

CITY OF CLIVE, IOWA

Charles E. Borst
Charles E. Borst

By: [Signature]

Robert Brownell, Mayor

Anna M. Blobaum
Anna M. Blobaum

ATTEST: Pamela S. Roberts

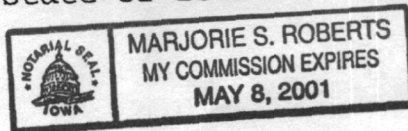
Marjorie S. Roberts,
City Clerk

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF Polk)

On this 24th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles E. Borst Anna M. Blobaum, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Marjorie S. Roberts
Notary Public in and for the
State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss.
COUNTY OF POLK)

I, Marjorie S. Roberts, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Clive by Resolution No. 99-28, passed on the 18th day of February, 1999, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 25th day of February, 1999.

Pamela L. Shannon, Deputy
Marjorie S. Roberts
City Clerk of Clive, Iowa

EXHIBIT A

LEGAL DESCRIPTION

Lot 12 - Emerald Isle Place

November 10, 1998\L:\JMS\CLIVE\EMERISLE\BORST.10



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: August 14, 2025

RE: Resolution Approving Suspension of Civil Service Commission Practices

SYNOPSIS:

The Iowa Legislature passed a revision in 2024 to the Iowa Code Chapter 400, Civil Service, that allows cities to suspend the requirement for a civil service examination and certified lists for positions covered by this code section.

Last year, Clive suspended the requirements for a year to allow the police department the flexibility to hire and attract more police applicants without the burdensome and time-consuming restraints imposed by current policy. Now, the City would like to upend the rules for another year.

Attached is a copy of the resolution suspending the rules and a copy of SF 2205. Staff recommends approval.

Attachments:

1. Resolution.Suspending Civil Service Rules
2. SF2205_GovLetter

RESOLUTION NO. _____

**RESOLUTION APPROVING THE SUSPENSION OF THE CIVIL SERVICE
COMMISSION PRACTICES**

WHEREAS, the Iowa legislature passed Senate File 2205, which was signed by Governor Reynolds on April 10, 2024, and

WHEREAS, SF 2205 is a revision to Iowa Code Chapter 400 to allow cities to suspend the requirement for a civil service examination and certified lists for positions covered by the code section for a year; and

WHEREAS, the civil service process affects the City of Clive police department for the hiring of police officer positions; and

WHEREAS, the City of Clive desires to allow the police department to be more agile regarding the hiring process for filling these key officer positions.

BE IT RESOLVED, that the Clive City Council of the City of Clive in Polk/ Dallas Counties, Iowa, suspends the hiring practices of the civil service commission for a period of one year from August 14, 2025, to August 13, 2026.

PASSED AND APPROVED this 14th day of August 2025.

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

April 10, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 2205, an Act relating to requirements for the hiring of civil service positions.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds", written over a light blue circular stamp.

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 2205

AN ACT
RELATING TO REQUIREMENTS FOR THE HIRING OF CIVIL SERVICE
POSITIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 400.8, subsection 2, Code 2024, is amended to read as follows:

2. a. The commission shall establish the guidelines for conducting the examinations under subsection 1 of this section. The commission shall hire persons with expertise to prepare and administer the examinations approved by the commission. It may also hire persons with expertise to consult in the preparation of such examinations if the persons so hired are employed to aid personnel of the commission in assuring that a fair examination is conducted. A fair examination shall explore the competence of the applicant in the particular field of examination.

b. An applicant who has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy does not need to retake a civil service examination upon changing employment from one Iowa law enforcement agency to another Iowa law enforcement agency, or upon becoming employed by more than one Iowa law enforcement agency simultaneously, if the applicant has previously passed a civil service examination when the applicant was initially hired as a certified peace officer and if, without a break of not more than one hundred eighty days from prior law enforcement service, the applicant is hired by another Iowa law enforcement agency. However, the applicant shall complete and pass the applicable physical examination provided in subsection 1 prior to beginning the new employment.

Sec. 2. NEW SECTION. 400.12A Hiring practices — suspension — reinstatement.

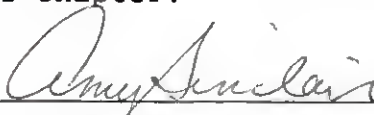
1. A city council, by majority vote, may suspend the practices specified in subsection 2 that are generally required pursuant to this chapter for the hiring of an employee of a department governed by civil service. A suspension shall not be in effect for more than one year, but a city council may immediately vote to implement a new suspension of the required practices upon the expiration of the prior suspension. Upon the expiration of a suspension, hiring practices required under this chapter shall be immediately reinstated for the applicable positions. A city council, by majority vote, may reinstate hiring practices suspended pursuant to this section prior to the expiration of the suspension. A subsequent vote to suspend required hiring practices, even if the vote occurs prior to the original expiration date of the prior suspension, shall be considered a vote for a new suspension.

2. The provisions of section 400.11, subsection 1, paragraph "a" may be suspended as provided in subsection 1.

3. a. This section does not relieve an employee of a department governed by civil service from the requirements to complete all examinations and tests applicable to those persons for positions subject to the provisions of this chapter.

b. This section shall not be construed to preclude an

employee of a department governed by civil service from accessing rights, benefits, or privileges provided outside of this chapter.

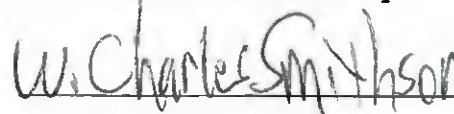


AMY SINCLAIR
President of the Senate



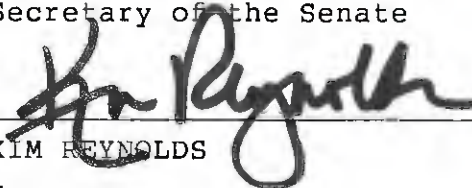
PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 2205, Ninetieth General Assembly.



W. CHARLES SMITHSON
Secretary of the Senate

Approved April 10th, 2024



KIM REYNOLDS
Governor



Memo

TO: Mayor and Council members

FROM: Jeff Thielen, Parks Manager

DATE: August 14, 2025

RE: Approve 2025-2026 Urban Deer Management Program

SYNOPSIS:

Included in your Council packet is the application for hunters to participate in the 2025-2026 Urban Deer Management Program. With continued deer damage reports from Clive residents, the continuation of this program is needed to reduce the overabundance of whitetail deer. This application follows the Iowa DNR bow hunting times and Iowa Deer Task Force hunting dates. A total of 8 management deer were harvested last season.

Staff is recommending your consideration to approve the 2025-2026 Urban Deer Management Program.

Attachments:

1. City of Clive DMZ App 2025 - 2026

<u>For 2026</u>	<u>DMZ 1</u>	<u>DMZ 2</u>	<u>DMZ 3</u>	<u>DMZ 4</u>	<u>DMZ 5</u>
December 29 – January 4	_____	_____	_____	_____	_____
January 5 – 11	_____	_____	_____	_____	_____
January 12 – 18	_____	_____	_____	_____	_____
January 19 – 25	_____	_____	_____	_____	_____

Please check the zone and week(s) that you are available and would like to participate in this program. Only one hunter will be allowed to participate each week in each zone. If more than one hunter applies for a certain week, the Parks Manager will establish a lottery drawing to designate the approved hunter. The results of the drawing are final and not subject to appeal. Hunters may place their stand on the day before their assigned week and must remove their stand by the day following their approved week. Any stands left overnight are the responsibility of the hunter. All hunters will be required to meet with the City’s Deer Hunter Coordinator (Joel Pasco) prior to participating in this program and each hunter will be required to post a “Deer Management in Progress” flag (supplied by the City) as they enter or leave the deer management zone. Hunters may harvest up to three deer each day. All hunters must remove 1½ –2” off of the tip of one ear of all does harvested in the City of Clive. There will be no bucks harvested except for the two buck incentive tag that may be awarded each year.

Applications for Clive DMZ permits must be received a minimum of two weeks prior to the dates requested by the applicant.

By signing below, the applicant agrees to abide by the rules and regulations as set forth by the City of Clive and the Iowa Department of Natural Resources as they apply to Bow Hunting in an Urban Deer Management Zone. The applicant also acknowledges that they have received copies of the City of Clive Ordinance for the Urban Deer Management Zone and the area map of the Deer Management Zone.

By signing below, the applicant agrees to indemnify and hold harmless the Clive Parks and Recreation Department and the City of Clive, its agents, commissioners, officers, volunteers, and employees (“Released Parties”) from any and all liability for personal injuries or damages you may hereafter sustain while participating in, traveling to, or from, or observing the Department sponsored activities whether such personal injuries or damages are caused by negligence of the Released Parties or otherwise.

Participant _____ Date _____

Please Do Not Write Below This Line

Received by _____ Date _____ Time _____

Bow Hunter IBEF Safety Course _____

Archery Proficiency Test _____

DNR License _____

4.5 Acres, Deer Management Zone # 1



10 Acres, Deer Management Zone # 2



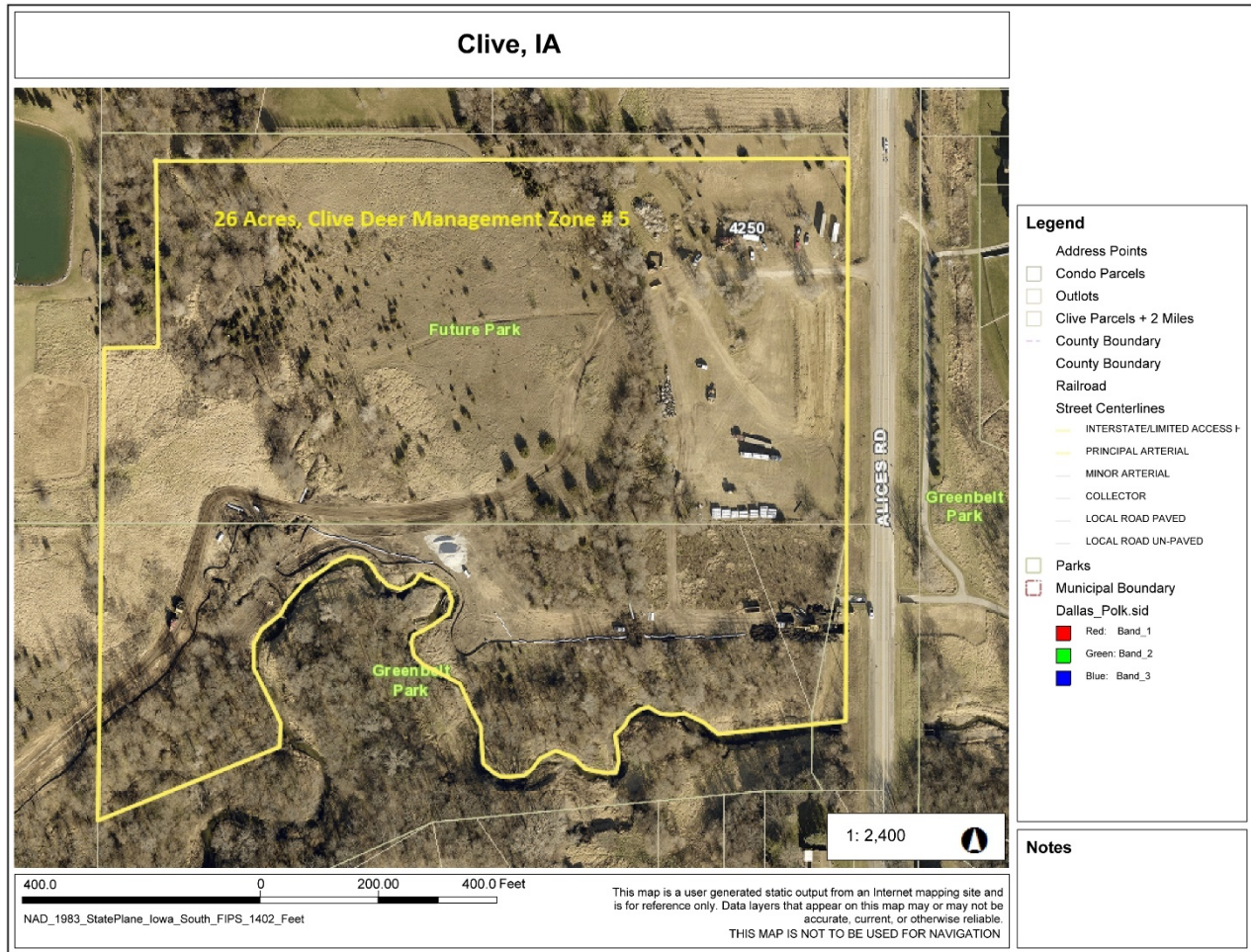
15.5 Acres, Deer Management Zone # 3



5 Acres, Deer Management Zone # 4



26 Acres, Deer Management Zone # 5





Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Public Hearing - Zoning Ordinance Amendment - Variances

SYNOPSIS:

Background

On April 25, 2025, Governor Reynolds signed into law Iowa House File 652, "An Act Concerning County and City Regulation of Real Property and the Powers Granted to a Board of Adjustment", effective July 1, 2025. This new law amends Iowa Code §414.12 by adding a new standard of "practical difficulties" for dimensional variances. The existing standard of "unnecessary hardship" or "undue hardship" remains in the state code for use-related variances. Over the last 60 plus years, the Iowa courts have established the standards for "unnecessary hardship." In 2021, in *Earley v. Bd. of Adjustment of Cerro Gordo Cnty.*, 955 N.W.2d 812 (Iowa 2021), the Iowa Supreme Court acknowledged the undue hardship standard should apply to both use variances and area variances; however, the Court recognized a strong argument that area/dimensional variances should be held to a lesser standard than unnecessary hardship. In response, the Iowa legislature amended the statute to incorporate the "practical difficulties" standard for dimensional variances.

The Iowa courts have historically utilized three elements required to establish "unnecessary hardship":

1. the land in question cannot yield a reasonable return if used only for a purpose allowed in that zone;
2. the plight of the owner is due to unique circumstances and not to the general conditions in the neighborhood which may reflect the unreasonableness of the zoning ordinance itself; and
3. the use to be authorized by the variance will not alter the essential character of the locality.

Practical Difficulties Standard

The "practical difficulties" standard is a less restrictive standard than "undue hardship" in the context of zoning. The new statutory language sets forth two factors to be considered under "practical difficulties":

1. the practical difficulties faced are unique to the property at issue and not self-created; and
2. that granting the variance will not significantly alter the essential character of the surrounding neighborhood

Until there is further Iowa case law to provide better guidance as to any other factors to be considered, staff recommends that variances related to dimensional requirements only be granted upon the following findings by the Board of Adjustment:

1. A showing of good and sufficient cause; and
2. A determination that failure to grant the variance would result in practical difficulties to the applicant; and

3. A determination that the practical difficulties faced are unique to the property; and
4. A determination that the practical difficulties faced are not self-imposed; and
5. A determination that the practical difficulties cannot be alleviated by a feasible method other than a variance; and
6. A determination that the granting of a variance will not significantly alter the essential character of the surrounding neighborhood.

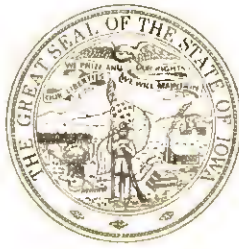
Recommendation

Planning and Zoning Commission considered the ordinance amendment at their meeting on August 5, 2025, and unanimously recommended approval. Staff recommends approval of the 1st Consideration of Ordinance 1165.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. HF652
2. ISU Extension Variances updated guidance



STATE OF IOWA
KIM REYNOLDS
GOVERNOR

April 25, 2025

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

House File 652, an Act concerning county and city regulation of real property and the powers granted to a board of adjustment.

The above House File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds", written over the printed name.

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



House File 652

AN ACT

CONCERNING COUNTY AND CITY REGULATION OF REAL PROPERTY AND THE
POWERS GRANTED TO A BOARD OF ADJUSTMENT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

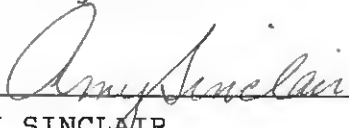
Section 1. Section 335.15, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 4. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

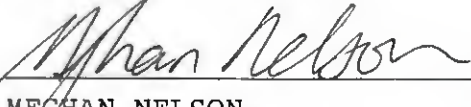
Sec. 2. Section 414.12, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 4. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

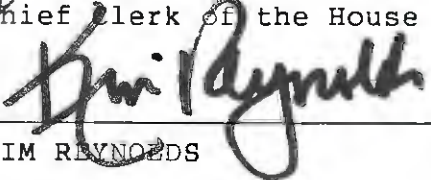

PAT GRASSLEY
Speaker of the House


AMY SINCLAIR
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 652, Ninety-first General Assembly.


MEGHAN NELSON
Chief Clerk of the House

Approved April 25th, 2025


KIM REYNOLDS
Governor

VARIANCES GENERALLY

A variance is an authorization to allow a landowner to do something that is generally forbidden by the ordinance. State law sets out the circumstances under which a board of adjustment is authorized to grant variances. The language is identical for county boards of adjustment (found at Iowa Code 335.15) and city boards of adjustment (found at Iowa Code 414.12): With regard to variances, a board of adjustment has the power to:

Authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done. (Iowa Code 335.15(3) for counties; Iowa Code 414.12(3) for cities)

Authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. (Iowa Code 335.15(4) for counties; Iowa Code 414.12(4) for cities)

USE VARIANCES

The first paragraph above, referencing Iowa Code 335.15(3) and Iowa Code 414.12(3), is intended to place strict limits on a board of adjustment's ability to grant variances from the uses allowed in a zoning district; for example, to limit a board's ability to allow a commercial or industrial use in a district that permits only residential uses. The standards are intentionally strict to prevent boards from granting variances that, in practical application, amount to rezonings. The appropriate avenue for a landowner to seek a use not allowed in the zoning district is to request the property be rezoned to a district that does allow the desired use.

The key phrase in that paragraph that limits the circumstances under which a board of adjustment may grant use variances is unnecessary hardship. Iowa courts have set out specific criteria that must be satisfied before a board is allowed to find that an unnecessary hardship exists sufficient to grant a landowner a use variance. The landowner must demonstrate that their application meets all of the following criteria to be granted a use variance:

1. The land in question cannot yield reasonable return if used only for purpose allowed in that zone,
2. The plight of the landowner is due to unique circumstances and not to general conditions in neighborhood, and
3. The use to be authorized by variance will not alter essential character of locality.



The Iowa courts have established several guidelines for assessing whether the above-listed criteria have been met:



- Lack of a “reasonable return” may be shown only by proof that the owner has been deprived of all beneficial use of his land. All beneficial use is said to have been lost where the land is not suitable for any use permitted by the zoning ordinance. This standard is extremely difficult to prove and is where the vast majority of applications for use variances will fail.
 - It is not sufficient to show that the value of land merely has been depreciated by the zoning regulations, or that a variance would permit a landowner to maintain a more profitable use.
 - It is not sufficient to show that the applicant has incurred substantial expenses in developing the property in anticipation of receiving a variance.
 - It is not sufficient to show mere inconvenience to the applicant.
- Problems common to several properties do not constitute “unique circumstances.” The appropriate response is through a zoning amendment, not wholesale application of the discretionary power of the board of adjustment.
- The “unique circumstances” must not be created by the landowner’s own actions. For example, a landowner cannot build a house to fill the building envelope of a lot (i.e., so that the walls are built to the minimum front, side and rear setback lines), then seek a variance to put a porch or deck on that house that will violate a setback. The key is whether the landowner’s actions after the enactment of the zoning ordinance created the unique circumstances (in which case the variance should not be granted) or whether the adoption or amendment of the ordinance itself created the unique circumstances for the landowner’s property (in which case a variance may be an appropriate remedy).
 - Likewise, the “unique circumstances” must not have been created by the actions of the landowner’s predecessor in title. In other words, when a landowner purchases property they assume the circumstances created by the previous landowner.
- A variance that alters the “essential character of the area” is beyond the authority of the board of adjustment to grant. Factors to consider in determining whether a variance will alter the “essential character of the neighborhood” include the degree of variation from district regulations, the size of the parcel, and the parcel’s size and character in relation to the size of the district.

DIMENSIONAL VARIANCES (AKA, NUMERICAL OR AREA VARIANCES)

In 2025, the Iowa legislature added the second paragraph in the quoted text above (referencing Iowa Code 335.15(4) and Iowa Code 414.12(4)). The intent was to create a more permissive standard than unnecessary hardship for a landowner to be granted a variance from “area, dimensional, or other numerical limitations” imposed in a zoning district. The legislature attempted to clarify what it meant by area, dimensional or numerical limitations by stating they “include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking,” although situations can conceivably arise that raise questions about whether a landowner’s request constitutes a dimensional variance or a use variance.

The more permissive standard for dimensional variances does not mean that they should be granted automatically. The added language states that, to receive a dimensional variance, the property owner still must prove “that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.” In effect, the new language removed the requirement to prove a “lack of reasonable return” standard that causes most use variance applications to fail, but kept the “unique circumstances” and “essential character” standards in place for dimensional variances.



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ORDINANCE NO. 1165

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE
REGARDING REGULATIONS ASSOCIATED WITH VARIANCES

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 – VARIANCES. In title 11, Chapter 11-3-7 (entitled “VARIANCES”) shall be deleted in its entirety and replaced as in Exhibit “A” attached hereto.

SECTION 3. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged 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 5. 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 _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the _____ day of _____, 2025.

CERTIFIED BY:

Matthew Graham, City Clerk

Exhibit “A”

11-3-7 Variances.

1. Variance Related to Use.

- A. Application Requirements. Application for variance from the terms of this chapter will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. No nonconforming use of neighboring lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- B. Conditions for Granting. Variances related to use shall only be granted upon:
 - (1) A showing of good and sufficient cause; and
 - (2) A determination that failure to grant the variance would result in a substantial hardship to the applicant; and
 - (3) A determination that the substantial hardship is not self-imposed; and
 - (4) A determination that the granting of the variance will not be contrary to the public interest or neighborhood integrity; and
 - (5) A determination that the granting of a variance is the minimum necessary to afford relief from this chapter while preserving the spirit of the zoning ordinance.

2. Variance related to Dimensional Requirements.

- A. Application Requirements. Application for variance from the terms of this chapter with respect to the area, dimensional, or other numerical limitations, will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of this chapter shall be observed and substantial justice done. No nonconforming use of neighboring lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- B. Conditions for Granting. Variances related to dimensional requirements shall only be granted upon:
 - (1) A showing of good and sufficient cause; and
 - (2) A determination that failure to grant the variance would result in practical difficulties to the applicant; and
 - (3) A determination that the practical difficulties faced are unique to the property; and
 - (4) A determination that the practical difficulties faced are not self-imposed; and

- (5) A determination that the practical difficulties cannot be alleviated by a feasible method other than a variance; and
 - (6) A determination that the granting of a variance will not significantly alter the essential character of the surrounding neighborhood.
- 3. Resubmittal After Changes. In the event a variance is granted under the terms of this chapter, any changes thereafter in the approved use or site plan shall be resubmitted and considered in the same manner as the original proposal. Before granting a variance, the Board of Adjustment shall make findings that the applicant has met the requirements of this chapter, and the Board of Adjustment shall further find that the reasons set forth in the application justify the granting of variance. The burden shall be upon those seeking the variance to establish their entitlement to the requested variance.
- 4. Conditions and Safeguards. In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter and punishable under Section 11-1-7 of this title.



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: August 14, 2025

RE: Resolution Approving Amended Clive Post Construction Stormwater Management Manual

SYNOPSIS:

In 2024, the Iowa State Legislature passed SF 455, which amended the rules governing how cities can partner with private developers to build and maintain stormwater infrastructure. Clive made a minor amendment to the Clive Post-Construction Stormwater Management Manual in July 2024 to comply with the new law, with the intention of implementing more comprehensive reforms in the months to follow.

In October 2025, Clive partnered with McClure Engineering to revise the manual. When the contract was awarded, the Council directed staff to develop revisions that comply with the new law and achieve safe stormwater conveyance and water quality outcomes while avoiding the creation of a more burdensome standard for developers and the City.

At the July 10, 2025, meeting, the Council discussed the draft amended manual and directed staff to collect additional feedback from groups that supported SF455, specifically the Homebuilders Association of Greater Des Moines (HBA). Staff has completed this work. The HBA's comments are included with this memo.

Staff recommends approval of the amended manual included in the packet.

Attachments:

1. Resolution Approving Amended Stormwater Management Manual 8.14.25
2. Post Construction Stormwater Manual August 2025 RED LINE
3. Post Construction Stormwater Manual August FINAL August 11 2025 CLEAN
4. Des Moines HBA Comments on Proposed Stormwater Management Manual Changes 8.11.25

RESOLUTION NO. _____

RESOLUTION APPROVING THE AMENDED CLIVE STORMWATER MANAGEMENT
MANUAL

Whereas, the U.S. Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) permit program administered by the Iowa Department of Natural Resources (IDNR) requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of stormwater from a Municipal separate storm sewer system (MS4); and

Whereas, the City of Clive is subject to the NPDES program, and as such, has obtained an MS4 permit from the IDNR; and

Whereas, as a condition of the City's MS4 permit, the City is obligated to adopt and enforce a Post-Construction Stormwater Management ordinance; and

Whereas, in support of the Post-Construction Stormwater Management ordinance, the City Council originally adopted the Clive Stormwater Management Manual on November 10, 2016; and

Whereas, modification and changes to the Clive Stormwater Management Manual are expected to occur in order to accommodate changes in the City's stormwater program requirements and responsibilities; and

Whereas, the City now desires to formally adopt a revised Clive Stormwater Management Manual to reflect changes in the City's stormwater program requirements and responsibilities.

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

That the revised Clive Stormwater Management Manual set forth in the attached Exhibit A is hereby approved and adopted.

PASSED AND APPROVED this _____ day of _____, 2025

CITY OF CLIVE, IOWA

By: _____

John Edwards, Mayor

ATTEST:

By: _____

Matthew D Grahm, City Clerk



Clive Stormwater Management Manual

Clive Stormwater Management Manual



Table of Contents

1. Introduction	2
2. Abbreviations	3
3. Definitions	4
4. Application Types	6
5. Post-Construction Stormwater Management Plan Process	9
6. Natural Resources Identification and Protection	10
7. Floodplain Development	12
8. Unified Sizing Criteria and Allowable Conditions.....	13
9. Runoff Reduction and Allowable Conditions	15
10. Soil Management Plan.....	18
11. Recharge Capacity of Topsoil	19
12. Rainfall and Runoff Parameterization	21
Rainfall Distribution.....	21
Time of Concentration (Tc).....	21
Rational Method	22
NRCS TR-55 Methodology	23
13. Stormwater Conveyance System Design	24
14. Storm Sewer Outlet Location and Protection	25
15. Overland Flowage Easement Requirements	26
16. Best Management Practices.....	27
17. Unacceptable Facility Design	29
Appendix A: Natural Resources Checklist	30
Appendix B: PCSWMP Checklist	31
Appendix C: Stormwater Summary Data Sheet	32
Appendix D: Private Stormwater Management Facility Maintenance Agreement and Permanent Easement	33

1. Introduction

The City of Clive is subject to the U.S. Environmental Protection Agency's NPDES permit program administered by the Iowa Department of Natural Resources. Cities meeting specific demographic and environmental criteria are required to obtain and maintain an NPDES permit for discharging stormwater from a Municipal Separate Storm Sewer System (MS4).

The [City of Clive's Iowa NPDES Permit Number 77-20-0-02](#) authorizes existing and new stormwater point source discharges from all areas within the Clive corporate boundary to discharge into waters of the State. Authorization under the permit is subject to the city's compliance with a Stormwater Pollution Prevention and Management Plan, which outlines areas of responsibility for the City to implement the following NPDES Minimum Control Measures.

Public Education and Outreach about the impacts of stormwater discharges and measures residents can implement to reduce pollutants in stormwater runoff.

Public Involvement and Participation by taking an active role in participating in the Walnut Creek Watershed Management Authority, and publishing meeting notices and other public notices.

Illicit Discharge Detection and Elimination to prohibit anything other than stormwater, allowable non-stormwater, and pollutants for which an NPDES permit has been issued from entering the City's storm sewer system.

Construction Site Stormwater Runoff Control to reduce pollutants in stormwater runoff from construction activities.

Post-Construction Stormwater Management to control and minimize stormwater runoff and water quality impacts from new construction and reconstruction projects.

Pollution Prevention and Good Housekeeping to prevent or reduce pollutant runoff from municipal operations.

The Clive Post-Construction Stormwater Management Manual is intended to provide a centralized location for background materials and references to the City of Clive's Stormwater Management Program. This document is intended to be periodically updated to reflect changes in policy, programs, and best management practices determined by the City Council to be in the best interest of effectively managing stormwater with the City of Clive.

Clive Post-Construction Stormwater Management Ordinance can be found in [Section 8-4C of the Clive City Code](#).

2. Abbreviations

“BMPs” means Best Management

Practices, “cfs” means cubic feet per second

“CN” means Natural Resources Conservation Service curve number

“CPv” means Channel Protection Volume: the 1-year 24-hour precipitation event

“GP#2GP2” means an Iowa Department of Natural Resources General Permit Number 2

“HGL” means hydraulic grade line

“IDNR” means the Iowa Department of Natural Resources

“ISWMM” means Iowa Stormwater Management Manual. The current edition at the time of the first document submittal to the City will be the guidance for a specific project

“MCMs” means Minimum Control Measures and refers to the six minimum control measures outlined by the Environmental Protection Agency's NPDES program

“MPEs” means Minimum Protection Elevations

“MS4” means Municipal Separate Storm Sewer System

“NPDES” means National Pollution Discharge Elimination System

“NRCS” means Natural Resource Conservation Service

“PCSWMM” means Post-Construction Stormwater Management Manual

“PCSWMP” means Post-Construction Stormwater Management Plan

“Q_p” means Overbank flood protection

“Q_r” means Extreme flood protection

“Rev” means Recharge volume

“RRv” means Runoff Reduction volume

“SMP” means Soil Management Plan

“SOM” means Soil Organic Matter

“SWPPP” means Stormwater Pollution Prevention Plan

“SQR” means Soil Quality Restoration

“SUDAS” means Iowa Statewide Urban Design and Specifications

“T_c” means Time of Concentration

“TR-55” means NRCS Technical Referendum 55

“USC” means Unified Sizing Criteria as defined in ISWMM unless otherwise noted

“WQv” means Water Quality Volume

3. Definitions

1. “Channel Protection volume” means the runoff generated from the 1-year, 24-hour storm and is further defined in [ISWMM](#).
2. “Channel flow” means flow inside a defined channel and flowing under gravity.
3. “Compost” means stable, mature, decomposed organic solid waste originating from plant matter that is the result of the accelerated, aerobic biodegradation and stabilization under controlled conditions. Compost shall meet the following minimum requirements:
 - a. a uniform, dark, soil-like appearance,
 - b. 100% of the material passing through a 1-inch sieve ($\frac{3}{8}$ " or $\frac{1}{2}$ " screen preferred),
 - c. pH range between 5.5 and 9,
 - d. minimum organic matter content of 35% dry weight based on the loss on ignition method,
 - e. soluble salt content of less than 4.0 mmhos/cm, and
 - f. capable of growing vegetation.
4. “Developed land” means land that has been altered from its natural state by the construction or installation of more than 500 square feet of impervious surface.
5. “Extreme flood protection” means the ~~5-,~~10-, 25-, 50-, and 100-year, 24-hour storm using ~~TR55~~[TR-55](#) methodology.
6. “Forebay” means an area near a concentrated point of discharge to a certain BMP, where stormwater flows can be slowed to an extent where heavier sediments and debris can be captured before they enter the BMP itself.
7. “Groundwater Recharge” means precipitation that infiltrates into the soil such that it is deeper than the vegetative root zone and cannot be evapotranspired.
8. “Impervious surface” means those areas that prevent or impede the infiltration of stormwater into the soil as it enters in natural conditions before development. Common impervious surface areas include, but are not limited to, rooftops, sidewalks, driveways, patios, parking lots, storage areas, compacted gravel surfaces, and other surfaces that prevent or impede the natural infiltration of stormwater runoff that existed before development.
9. “Imported Topsoil” shall mean topsoil brought to the site that meets the following minimum requirements:
 - a. uniform quality free from debris, hard clods, roots, sod, stiff clay, hard pan, stones larger than 1 inch,
 - b. minimum organic matter content of 4% based on the loss on ignition method,
 - c. free of herbicides that prohibit plant growth,
 - d. pH level between 6.0 and 8.0,
 - e. friable with a clay content less than 25% using a particle size diameter of <0.002mm, and

- f. worked before seeding/sodding such that a penetrometer can be inserted into the upper 6 inches with greater force than 50 psi and less force than 200 psi, ~~or have a bulk density of less than 1.49 grams/cubic centimeter.~~
- 10. “Low quality ~~on-site~~onsite soil” means soil material that does not meet the minimum requirements of topsoil.
- 11. “Minimizing compaction” means:
 - a. Avoiding equipment traffic as much as possible on areas where grading activities are not necessary. If a compacted path forms, the path of travel shall be lightly tilled, disced, etc., and reseeded following construction activities to restore pre-project soil density and vegetation.
 - a. Areas where grading activities (excavation or fill placed) are necessary – The subsoil shall be tilled, disced, etc., to break up hardpan conditions immediately before topsoil placement. Topsoil shall be worked before seeding and final stabilization such that the soil has a bulk density of less than 1.49 grams/cubic centimeter. This is most easily determined onsite with a standard, handheld soil penetrometer. The penetrometer reading for the upper 6” of soil shall be less than 200 psi. Areas planned for turf grass should require more than 50 psi to avoid overly soft conditions.
- 12. “Overbank Flood Protection” means the ~~2-year, 24-hour storm~~ and ~~the 5-year, 24-hour~~ storm using TR-55 methodology.
- 13. “Recharge Volume” is as defined in [ISWMM](#), except that the precipitation depth shall equal 0.5”.
- 14. “Resurfacing” means any project intended to maintain or restore the existing capacity of an existing impervious surface that does not increase the area of any impervious surface onsite. Resurfacing includes, but is not necessarily limited to, asphalt overlay, full and partial depth patching, sidewalk/trail patching, and pavement removal needed to repair underground utilities.
- 15. “Runoff Reduction volume” means the runoff generated from the first 1.0” of rainfall.
- 16. “Stream meander belt width” means the lateral distance measured perpendicular to the valley between the outside edges of two meanders that occupy opposite sides of the valley.
- 17. “Topsoil” means the soil material from the upper layer of the soil profile.
- 18. “Undeveloped site” means a parcel, or portion of a parcel, that does not meet the definition of developed land.
- 19. “Water Quality Volume” generally means the volume of runoff generated by 1.25” of rainfall, and is further defined in [ISWMM](#).

4. Application Types

Stormwater requirements apply to all private and public projects, unless otherwise noted. The application categories for this policy are as follows:

1. **New Development** means the construction of 5,000 square feet or more of impervious surfaces on a previously undeveloped site. New developments include projects on residential sites that fall under the International Building Code Residential Group R, as well as commercial, industrial, or municipal sites.

The site shall be designed in accordance with all requirements of the [Unified Sizing Criteria section](#) for the stormwater runoff from *the entire site*.

2. **Redevelopment** means a project on a previously developed site on which more than 25% of the existing impervious surfaces will be removed or modified, or at least 10,000 square feet of new or modified impervious surfaces will be constructed. Redevelopment includes projects on residential properties that fall under the International Building Code's Residential Group R, as well as commercial, industrial, or municipal sites.

The site shall be designed in accordance with all requirements of the [Unified Sizing Criteria section](#) for the stormwater from *all impervious surfaces*.

3. **Incremental Improvement** means a project that is not classified as Redevelopment on a developed site in which at least 5,000 square feet of new or modified impervious surfaces will be constructed. This threshold is a cumulative amount of new or modified square footage and may be reached over time in increments, as determined from city planimetric data. Incremental improvement includes projects at residential (non-single-family), commercial, industrial, or municipal sites that do not constitute a Redevelopment or Reconstruction project.

The site shall be designed in accordance with all the requirements of the [Runoff Reduction section](#) for stormwater from *the new and modified impervious surfaces*.

4. **Residential Improvement** means any improvement on a residential site (that does *not* fall under the International Building Code Residential Group R project) in which at least 5,000 square feet of new or modified impervious surfaces will be constructed.

Residential properties in developments initially platted after November 10, 2016, are exempt from this requirement, given that the improvements do not increase the curve number used in the development's approved Stormwater Management Plan.

In the case of a residential improvement project, the stormwater *from the new or modified impervious surfaces* shall be mitigated by one of the following practices:

- a. 6" deep rain garden equal to 20% of the area of the improvement. The rain garden must capture runoff from the new impervious area or from an equal amount of existing impervious area.
- b. Soil quality restoration of grass areas equal to 3 times the area of the improvement. SQR shall use core aeration to a minimum depth of 4" and application of a ½" to ¾" thick compost blanket as further defined in this manual.

- c. Conversion to native landscaping in accordance with [ISWMM](#) equal to the area of the improvement.
 - d. Rain Barrel(s) or other water reuse system that captures a volume equal to 1" times the area of the improvement.
 - e. Compliance with the Runoff Reduction section of this Manual.
 - f. Other BMPs as approved by the Clive Water Resources Engineer.
5. **Street Reconstruction.** For the purpose of this policy, a street project shall be considered a street reconstruction (as opposed to a resurfacing project) if the site is being brought into compliance with the current street standards.

The site shall be designed in accordance with all requirements outlined in the Runoff Reduction section of this document for stormwater runoff from *the entire site*

6. Exceptions, Exemptions, and Clarifications.

- a. When the requirements cannot be met onsite, consideration for the construction of offsite improvements commensurate with the on site requirement may be approved by the City on a site-by-site basis. Reasoning demonstrating the infeasibility of compliance shall be submitted by the applicant as part of the proposed project upon review and concurrence by city staff the applicant may then submit proposed alternative BMPs. Potential reasoning may include limitations such as:
 - i. Geotechnical concerns
 - ii. Spatial constraints
 - iii. Contaminated soils
 - iv. Downstream infrastructure limitations.
- b. When the overbank and extreme flood requirements cannot be met on site due to floodplain boundary conflicts, the same considerations in 6a may apply. Full or partial fee-in-lieu payments for offsite considerations commensurate with the onsite requirements may be approved by the City on a site-by-site basis. A request for such an exception must be proposed prior to the second submittal for City review.
- c. Additional onsite controls may be required if they're receiving storm water conveyance system is not capable of providing safe passage of the additional runoff volume or rate from any site development project. Existing stormwater BMP's may be considered as a part of the site's post-construction stormwater management provided the BMP is still functional after the proposed improvements.

7. Resurfacing projects.

- 8. A regional approach may be well-suited to dense redevelopment areas and sites with multiple parcels, instead of multiple small practices. Recional (multi-parcel) stormwater practices are encouraged, as long as permanent ownership and long-term maintenance responsibilities are clearly defined. Proponents should present the City with proposed solutions that provide the required minimum controls for all sites in a contributing drainage area, as well as any associated future infill development.

5. Post-Construction Stormwater Management Plan Process

Pre-Application Meeting:

For most new development or redevelopment projects, applicants will schedule a pre-application meeting with City staff. Contact the Community Development Department for assistance with scheduling. Stormwater designers should attend the pre-application meeting and should be prepared with the following completed:

- a. Natural resources checklist
- b. Existing conditions exhibit with potential locations for stormwater BMPs clearly labelled

Submittal, Review, and Revisions:

During the submittal and revision process, consider responsible design principles while developing the site plan, such as:

- Limit disturbance of land to the greatest extent practical. Work with the lay of the land and minimize cut and fill.
- Consider methods to reduce connected impervious areas. Break up impervious areas with open space where possible.
- Consider a treatment train approach where stormwater can be treated, infiltrated, and stored in multiple practices in series, rather than relying on one large practice to meet all the site's needs.

Final Submittal stormwater documentation for development review must include:

1. Full site plan set
2. Post-Construction Stormwater Management Plan (PCSWMP)
 - a. Natural Resources Checklist
 - b. Post-Construction Stormwater Management Plan Checklist
 - c. Geotechnical Report
 - d. Soil Management Plan
 - ~~e. BMP Maintenance Plan~~
 - f.e. BMP Maintenance Agreement
3. Any supporting information or reports requested by staff during the review
4. A summary data sheet for each BMP – refer to Appendix C

6. Natural Resources Identification and Protection Checklist

Natural resources must be identified and evaluated with all development activities. These areas must be considered to protect the public health, safety, general welfare, and environment; to minimize public and private losses due to erosion, stream meander, and flooding; to provide for the efficient preservation and maintenance of stream systems; and to maintain water quality through provisions designed to minimize impactful land development.

The stormwater management plan shall include a written and graphic inventory of the natural resources on the development site and the immediate surrounding area, as they existed before the commencement of the project. At a minimum, the inventory shall include:

Watershed Overview

- a. Written description of the local watershed, offsite run-on, site discharge point(s), receiving conveyance, and first named receiving waterbody and its relation to the project site.
- b. Site-Natural resources map including:
 - i. Vegetation types-
 - ii. Wetlands
 - iii. Streams and other persistent waterways
 - iv. Riparian buffer zone
 - v. Steep slopes

Vegetation Survey

A vegetation survey is required if any of the following conditions exist ~~on-site~~onsite:

- a. Forested areas~~;~~
- b. Native vegetation areas~~;~~
- c. Existing crop trees 3" caliper DBH or larger~~;~~

The vegetation survey site map shall identify and label trees by their DBH, species (if known), and tree category (if the species is unknown).

Wetlands Delineation

The wetland delineation methodology shall comply with current protocols of the US Army Corps of Engineers. A wetlands delineation is required if any of the following conditions exist ~~on-site~~onsite:

- a. National Wetlands Inventory indicates the presence of wetland areas or streams~~;~~
- b. USGS maps include blue lines, dashed-blue lines, wetland, and/or marsh areas~~;~~
- c. any persistent waterway, hydric soils, typical wetland vegetation, or natural areas~~;~~

Stream Assessment

The stream assessment methodology shall comply with current protocols of the US Army Corps of Engineers. A stream assessment is required if any of the following conditions exist ~~on-site~~onsite:

- a. blue or dashed-blue lines on USGS maps~~;~~
- b. any persistent waterway.

Riparian Buffers and Bank Protection

Riparian buffers must be preserved in their natural state and should be sized to include the 100-year floodplain, steep banks, and the stream's meander belt width, if applicable. The stream's meander belt width is generally determined by reviewing past and current meanders. In determining the belt width, a mapping scale of not more than 1" to 5,000' shall be utilized.

The buffer should ~~also~~ include a setback for maintenance access. The riparian buffer may be formalized with a City surface water flowage easement, a conservation easement, or land dedication to the City ~~are examples of ways to ensure the riparian buffer remains in a natural state.~~

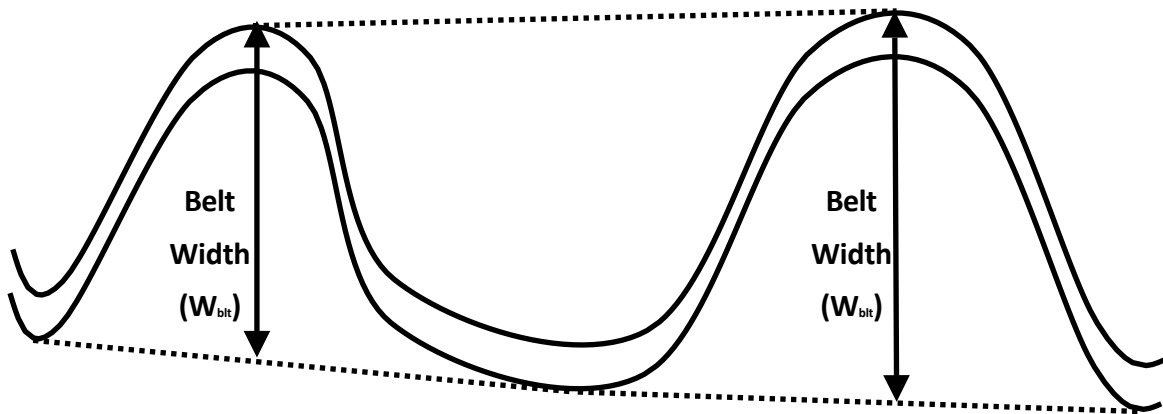


Figure 6.1 Stream belt width meander.

If an adequate riparian buffer cannot be maintained, bank protection may be required in actively eroding areas. Refer to Clive's [Greenbelt Stream Corridor Assessment](#) and Official Stream Buffer Map as a guide. If bank protection is required, the [River Restoration Toolbox](#) shall be used as the design reference, with bio-engineered methods being prioritized.

Steep Slopes

Excessive grading should be avoided on all slopes, but steep slopes should be left alone wherever practical. Existing slopes steeper than 4:1 should not be disturbed due to the high potential for soil erosion and slope failures. Steep slopes, especially those adjacent to waterways, should be set aside in conservation easements to preserve their natural state. No stripping, grading, or construction traffic should be allowed outside of areas where new features are proposed as part of an approved development project.

The creation of slopes steeper than 4:1 will not be permitted without additional scour protection considerations. Such slopes are not mowable and must be vegetated accordingly.

7. Floodplain Development

Development and fill in the floodplain can reduce the capacity of the floodplain to store and convey stormwater, potentially increasing velocities and causing increased safety concerns.

Stormwater detention facilities are not allowed within the floodway. ~~Generally, d~~Detention facilities are discouraged within the flood fringe and will not be permitted ~~when~~if fill is required to construct the facility. Stormwater detention facilities may be allowed in the flood fringe if the storage is constructed by excavating, and no dam or berm is constructed that effectively removes the facility from the flood fringe. Other facilities, such as infiltration practices, may be included in the floodplain.

Stormwater management facilities located within flood-prone areas may require more frequent or extensive maintenance. For example, if a detention basin is constructed in an area expected to collect sediment or debris, the available storage capacity would be reduced over time, and removal of excess materials will be required and should be outlined in the stormwater maintenance agreement. When evaluating site locations within flood-prone areas, note any evidence of deposition or debris accumulation.

If the Q_r (extreme flood protection) rate control cannot be achieved onsite due to floodplain constraints, exceptions may be coordinated and approved by City staff. See the Exceptions, Exemptions, and Clarifications section in the Applications chapter of this manual.~~entirely onsite due to elevation constraints, the city may instead allow off-site excavation within riparian areas to increase floodplain connectivity and storage capacity. The excavation quantity shall be commensurate with the 100-year, 24-hour, proposed condition event volume, plus 25% minimum. The work may be done privately or in conjunction with a regional project. This option must be coordinated and approved by City staff.~~

Any earth-moving activities, such as those involved in constructing dams or creating excavated areas, must comply with local, state, and federal regulations governing floodplains. Changes in surface elevation that result in increased high-water elevations across the floodplain are prohibited.

The Clive Flood Control ordinance can be found in [Section 11-11 of the Clive City Code](#). There are additional permit applications and requirements for floodplain development that are not covered in this manual.

8. Unified Sizing Criteria and Allowable Conditions

The intent of the Unified Sizing Criteria is to comprehensively manage stormwater to remove pollutants and improve water quality; ~~prevent~~ downstream bank and channel erosion; ~~reduce~~ downstream overbank flooding; and safely convey and reduce runoff from extreme storm events. Stormwater calculations for all development sites and construction projects should identify post-development conformance with the following requirements. For the purposes of this policy, ~~on-site~~onsite rainfall calculations shall use the NOAA Atlas 14 precipitation frequency estimates for existing conditions and 125% of the Atlas 14 rainfall total for the proposed conditions.

- a. **Recharge volume [Rev]:** The runoff generated from the first 0.5" of rainfall. Infiltrate the Recharge Volume using appropriate practices.
- b. **Runoff Reduction volume [RRv]** The runoff generated from the first 1.0" of rainfall. If the Runoff Reduction volume can be infiltrated, no WQv treatment will be required.
- c. **Water Quality Volume [WQv]:** The runoff generated from a 1.25" rainfall event.
Capture and treat the Water Quality Volume. Subtraction of the recharge volume is allowed.
- d. **Channel Protection Volume [CPv]:** The 1-year, ~~24-hour, SCS Type II~~ storm using the NOAA 6-hour temporal distribution for midwestern states with TR-55 methodology.
Provide extended detention for the CPv such that the volume is released over 24 to 48 hours. This requirement may be waived if the site generates less than two cfs in the post-development condition prior to detention.
- e. **Overbank Flood Protection [Qp]:** The 2-year, ~~24-hour, SCS Type II~~ storm and the 5-year, ~~24-hour, SCS Type II~~ storm using the NOAA 6-hour temporal distribution for midwestern states with TR-55 methodology.
Provide peak discharge control of the Qp events such that post-development discharge does not exceed either the existing discharge rates or the pre-settlement rates.
- f. **Extreme flood protection [Qr]:** the ~~5-, 10-, 25-, 50-, and 100-year~~ storm using TR55~~TR-55~~ methodology.
Provide peak discharge control of the Qr events using either method below:
 - i. The post-development discharge of all events 5-year through 100-year does not exceed the peak discharge rate for the runoff from the 5-year, 24-hour, SCS Type II storm using pre-settlement conditions ("meadow in good condition"). This option is the method from the previous version of the Clive Stormwater Management Manual.
 - ii. The post-development discharge of all events 5-year through 100-year does not exceed the peak discharge rate for the runoff from the 5-year, existing

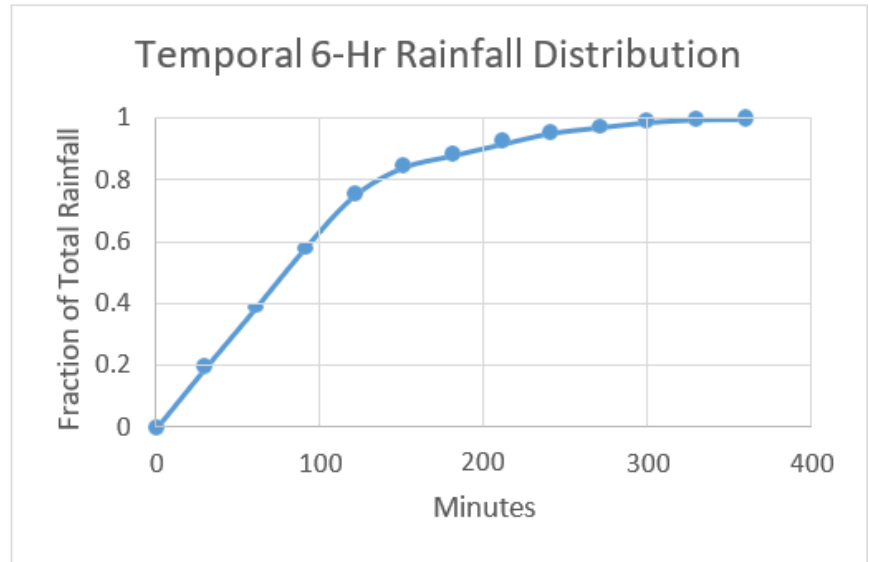
condition site (at the time construction commences). Use the NOAA 6-hour temporal distribution for midwestern states with TR-44 methodology. Use the NOAA Atlas 14 rainfall depths multiplied by 1.25 to account for increasing future rainfall. ~~using the 6-hour Temporal rainfall distribution (see below), and multiplying the proposed condition rainfall total by 125% to account for increasing future rainfall.~~ This method is compliant with ~~Iowa law SF455~~ (IAC Section ~~331.301~~364.3, Code 2024).

Regardless of the method chosen, redevelopment sites may have additional considerations for detention design. Many sites in Clive were initially designed with “backup detention” (detention within pipes, basins, or on the surface, created by restrictions in the most downstream structure or by limitations in the receiving conveyance infrastructure as described in the stormwater calculations on file with the City for that site). The release rate reduction provided by the backup detention effect shall be considered in assessing the “existing condition” of sites. The allowable release rate from these sites shall not exceed the rate that would occur in the backup condition based on the current existing infrastructure.

- g. **Safe Conveyance:** Provide safe conveyance of all events. Runoff shall be released in a safe and non-erosive manner from the site, whether overland, through an outlet pipe, channel, or emergency spillway. The PCSWMP must demonstrate that there are adequate flow paths via storm sewers, easements, and/or rights-of-way to convey the post-development storm flows to the receiving stream corridor without erosion, flooding, or increased risk to public or private property. Indicate on the site plan all overflow paths for events with a 100-year return period or greater.
- h. **Safe Site Design:** Site designers shall consider all appropriate rainfall distributions, storm intensities, flow paths, and site topography, among other factors, when designing sites to avoid potentially dangerous situations. Regardless of the methods outlined in this manual, sites shall be designed such that the minimum low openings for buildings, critical infrastructure, emergency evacuation and transit routes, and other relevant areas are sufficiently elevated above potential stormwater ponding elevations. Designers should assess, at minimum, ponding elevations for a variety of rainfall scenarios using 125% of the 100-year, NOAA Atlas-14 precipitation quantity, in the fully developed condition.

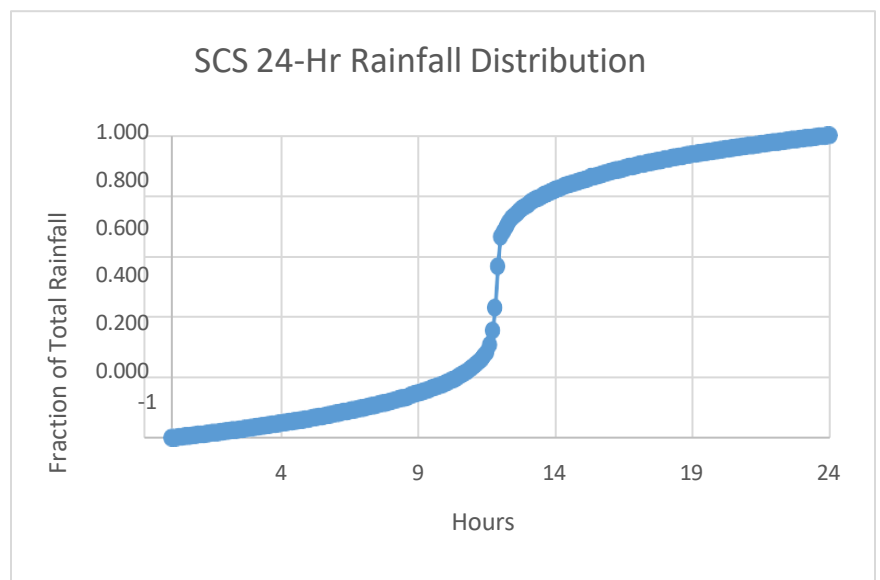
Temporal 6-Hr Rainfall Distribution Definition

TIME (MINUTES)	FRACTION
0	0
30	0.195
60	0.385
90	0.578
120	0.749
150	0.842
180	0.881
210	0.918
240	0.954
270	0.973
300	0.990
330	0.998
360	1



SCS Type II 24-Hr Rainfall Distribution

TIME (HOURS)	FRACTION
0	0.000
1	0.011
2	0.022
3	0.035
4	0.048
5	0.062
6	0.080
7	0.098
8	0.120
9	0.147
10	0.181
11	0.235
12	0.663
13	0.771
14	0.820
15	0.853
16	0.880
17	0.902
18	0.921
19	0.938
20	0.952
21	0.965
22	0.976
23	0.989
24	1.000



9. Runoff Reduction and Allowable Conditions

The purpose of this section is to address existing sites in which complete compliance with the Unified Sizing Criteria section is not physically possible, but incremental improvements are needed to move towards the City's goal of mitigating the adverse impacts that development and impervious surfaces can have on flooding and water quality. One of two criteria must be met:

- a. **Runoff Reduction volume [RRv]** The runoff generated from the first 1.0" of rainfall.

Infiltrate the Runoff Reduction volume.

That inch of rainfall must not be allowed to leave the site by surface runoff or pipe conveyance. This requirement can be accomplished with soil quality restoration or other infiltration-based practices. The volume should be calculated by assuming a uniform inch of rainfall.

If the Runoff Reduction volume is harvested in a swimming pool, the applicant must demonstrate that the pool overflow discharges to an open, pervious area (i.e., not discharged to a pipe).

Or

- b. **Water Quality Volume [WQv]**: The runoff generated from a 1.25" rainfall event.

Capture and treat the Water Quality Volume. Subtraction of the recharge volume is allowed.

Runoff from uncurbed impervious areas (i.e., sidewalks, sports courts) must be infiltrated.

10. Soil Management Plan

A Soil Management Plan (SMP) demonstrating compliance with ~~GP#2~~GP2 is a required element of the PCSWMP. This document is separate from the SWPPP, though the content may be repeated in the SWPPP as needed to illustrate stockpile containment, site boundaries, etc. Re-establishing the ability of site soils to absorb water is one of the most effective practices in reducing site runoff. The Soil Management Plan shall include the following:

- a. A Site map that identifies where:
 - i. soils and vegetation will not be disturbed,
 - ii. topsoil will be stripped and stockpiled,
 - iii. SQR will be used, if applicable.
- b. If applicable, identify method(s) of SQR described in [ISWMM](#) to be used. Provide the following calculations and specifications:
 - i. verify the volume provided using Tables 1 and 2 in the Recharge Capacity of Topsoil section. Unless a soil texture report demonstrating silt loam (Table 1) is provided, use Table 2 for silty clay loam.
 - ii. determine the depth of tillage involved, if applicable,
 - iii. determine and quantify types and amounts of materials for import, if applicable.
- c. Identify methods for establishing permanent vegetative cover, e.g., sod, seeding rates.
- d. Incorporate SMP into site-specific SWPPP during subsequent review (typically with the grading permit during construction) to be implemented from initial disturbance to final stabilization.

It is recommended to use SQR to meet infiltration requirements and re-establish a healthy soil profile. If SQR is not to be used, provide a geotechnical report to substantiate the quality and quantity of ~~on-site~~onsite available topsoil. The geotechnical analysis or soil survey must be prepared and signed by the IDNR or a geotechnical professional licensed in the state of Iowa. The report shall outline the collection methods utilized, as well as the characteristics of the topsoil. At a minimum, collecting two samples per acre is required, unless the City agrees to an alternative sampling method.

Persuant to ~~Iowa law SF455~~NPDES GP2, topsoil shall be restored onsite following development, to at least the depth and no more compacted than before construction. If no existing compaction data is provided during submittals, pervious areas of the site must be worked prior to seeding/sodding such that a penetrometer can be inserted into the upper 6 inches with greater force than 50 psi and less force than 200 psi. If existing compaction data is provided as density, testing after construction must be completed by the applicant to demonstrate final compaction in the same units. Topsoil does not need to be restored below pavement, buildings, and other structures, only in pervious areas.

At the option of the developer and with approval by the City, instead of geotechnical analysis or soil surveys, topsoil preservation may be satisfied by respreading 4" depth of high-quality topsoil or the amendment of 3" of low-quality soil incorporated with a minimum of 1.5" of compost. If compost is used to modify soil, a compost certification report demonstrating compliance with this manual shall be submitted for approval before delivery.

Refer to the definitions section for details on high- and low-quality topsoil, topsoil compaction, and other relevant topics. Verification of compliance with topsoil requirements shall be submitted prior to seeding/sodding and retained with the as-builts.

11. Recharge Capacity of Topsoil

Preservation of topsoil can be the most cost-effective way to infiltrate water and reduce runoff from a site, and is commonly used for meeting infiltration requirements (Rev, WQv).

Tables 1 and 2 below are provided to facilitate the calculation of the infiltration capacity of topsoil with various characteristics. If the topsoil on site does not match these characteristics, the infiltration capacity of the soil can be calculated using the research performed by Berman D. Hudson (1994). This research is available upon request.

The capacity in 1" topsoil column (orange) can be used to calculate the available water storage for any depth of soil by multiplying the depth of the topsoil profile in inches by the capacity in 1" topsoil for the corresponding % SOM row.

The first 1" of water storage is needed to address the volume of rainfall that falls directly on the soil. Available storage exceeding the first inch may be used to mitigate other indirect areas only if that runoff is directed into the soil. The cells in blue identify where the water storage capacity exceeds 1".

Table 1: Water Storage Capacity of Silt Loam Topsoil

% SOM by weight	Bulk Density (gm/cm ³)	Capacity in 1" topsoil	Capacity in 4" topsoil	Capacity in 6" topsoil	Capacity in 8" topsoil
1	1.25	0.13	0.52	0.77	1.03
2	1.25	0.17	0.66	1.00	1.33
3	1.25	0.20	0.81	1.22	1.62
4	1.25	0.24	0.96	1.44	1.92
5	1.25	0.28	1.11	1.66	2.22
6	1.25	0.31	1.26	1.88	2.51
7	1.25	0.35	1.40	2.11	2.81
8	1.25	0.39	1.55	2.33	3.10

Table 2: Water Storage Capacity of Silty Clay Loam Topsoil

% SOM by weight	Bulk Density (gm/cm ³)	Capacity in 1" topsoil	Capacity in 4" topsoil	Capacity in 6" topsoil	Capacity in 8" topsoil
1	1.25	0.09	0.36	0.55	0.73
2	1.25	0.12	0.48	0.71	0.95
3	1.25	0.15	0.59	0.88	1.18
4	1.25	0.18	0.70	1.05	1.40
5	1.25	0.20	0.81	1.22	1.62
6	1.25	0.23	0.92	1.39	1.85
7	1.25	0.26	1.04	1.55	2.07

8	1.25	0.287	1.148	1.722	2.296
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If electing to use topsoil to meet infiltration requirements, include the construction note in the construction plans and specifications where X% organic content is design specific and shall be no less than 4%:

“Topsoil shall meet the following minimum requirements:

- g. uniform quality free from debris, hard clods, roots, sod, stiff clay, hard pan, stones larger than 1 inch,
- h. minimum organic matter content of 4% based on the loss on ignition method,
- i. free of herbicides that prohibit plant growth,
- j. pH level between 6.0 and 8.0,
- k. friable with a clay content of less than 25% using a particle size diameter of <0.002mm, and
- l. shall be worked before seeding/sodding such that a penetrometer can be inserted into the upper 6 inches with greater force than 50 psi and less force than 200 psi, or have a bulk density of less than 1.49 grams/cubic centimeter.

Topsoil verification shall be submitted prior to seeding/sodding and retained with the as-builts.”

12. Rainfall and Runoff Parameterization

Rainfall Distribution

Proposed condition rainfall depths shall use the NOAA Atlas 14 precipitation depth for the frequency appropriate to the calculation method, ~~plus 25% additional depth~~ multiplied by 1.25 to account for increasing future rainfall.

Time of Concentration (Tc)

Pre-settlement and existing Tc must always be calculated. It is recommended that all Tc values be calculated. If the proposed Tc is not calculated, a value of no more than 5 minutes shall be used. ~~Use caution, improper calculation of Tc can dramatically affect the calculated peak flow rates. It is recommended that all Tc values be calculated.~~

The following values and methods are recommended for completing calculations for Tc. Design calculations shall include a detailed explanation and evidence supporting any variation from these recommended methods and/or values. All assumptions and calculations for the method chosen must be provided for review.

- Utilize the NRCS Velocity Method in [SUDAS Section 2B-3](#).
- The 2-year, 24-hour rainfall depth (P₂) to be used is 3.66 inches.
- For each T_c, provide calculations demonstrating the time to travel, T_t, for sheet flow, shallow concentrated flow, and open channel flow.
- For open channel flow, include calculation details on the assumed cross-section of the channel and surface conditions used to determine the “n value”.

Rational Method

The rational method can be used to generate peak flow runoff values for design, provided the conditions outlined in SUDAS Section 2B-4, Sections B.1 and B.2, are met. The rational method may be used in the design of storm sewers, swales, and channels for watersheds when only a peak rate of flow is needed for sizing. The modified rational method will only be allowed for detention storage and routing design for projects smaller than 1 acre with no off-site “pass through.” The TR-20 or TR-55 methods are required for all other sites.

Rational Method calculations must be provided in the [PCSWMP](#) whenever used.

- Maximum watershed size shall be no greater than 20 acres.
- Runoff coefficient, C, must be weighted using the appropriate values for soil group and land cover type.
- The runoff coefficients from [ISWMM](#) shall be used. The following supplemental runoff coefficients shall be used when applicable:

Runoff Coefficients “C” for Various Storm Events								
Land Cover type	Soil Group A		Soil Group B		Soil Group C		Soil Group D	
	1-10 year	100-year	1-10 year	100-year	1-10 year	100-year	1-10 year	100-year
Open space with 4” topsoil and 6” de-compaction	0.10	0.15	0.30	0.50	0.55	0.65	0.65	0.75
Open Space with 6” topsoil and 8” de-compaction	0.05	0.10	0.20	0.35	0.40	0.55	0.55	0.65
All Impervious	0.95	0.98	0.95	0.98	0.95	0.98	0.95	0.98

NRCS TR-55 Methodology

Projects on sites larger than 1 acre that involve routing detention basins are required to use the NRCS TR-55 Methodology. As the basis for the TR-55 Methodology, use of the TR-20 program is also acceptable. TR-20 includes additional calculation features for stream and basin routing and allows for a larger number of subwatersheds to be analyzed.

Apply the following additional information:

- Use the appropriate rainfall distribution for the calculation at the recurrence interval of interest.
 - a. SCS Type II, 24-Hr
 - b. ~~NOAA 6-Hour temporal distribution for midwestern states~~~~Temporal 6-Hr~~
- Use Shape Factor value 484
- Hydrologic Soil Group, HSG
 - a. Provide field measurements to support the existing Hydrologic Soil Group of the onsite soil. Field measurements shall include gradation, soil texture, depth to the water table, and saturated hydraulic conductivity, as described in the [NRCS Hydrologic Soil Groups](#).
- Curve Number
 - a. Values are based on [TR-55](#) for post-development or existing condition calculations in urbanized areas.
 - b. Water Quality event adjustments to CN are needed to adapt TR-20 and TR-55 to properly model smaller rainfall depths. Refer to [ISWMM](#) Small Storm Hydrology.
 - c. Pre-settlement condition shall be defined as “meadow in good condition” per [ISWMM](#). The meadow curve number shall be based on existing soil types but shall not exceed 71 (HSG C).
- Land Use
 - a. Proposed Open Space shall be considered in poor condition unless methods of Soil Quality Restoration have been specified to a depth of 4” minimum and are to be field verified post-construction in the as-built documentation.
 - b. Proposed Open Space shall be considered in fair condition unless methods of Soil Quality Restoration have been specified to a depth of 8” and are to be field verified post-construction in the as-built documentation.
 - c. CN for all impervious areas is 98.
 - d. Residential: The City’s planimetric data demonstrates local single-family lots have larger impervious surfaces on average than the guidelines outlined in the NRCS National Engineering Handbook. Due to this, the following minimum impervious percentages shall be used:
 - ¼ acre lot subdivisions - 50%
 - ⅓ acre lot subdivisions – 40%
 - ½ acre lot subdivisions – 30%

13. Stormwater Conveyance System Design

SUDAS standards shall be used for stormwater conveyance design. SUDAS specifications also apply to structures and pipe materials, except for private storm sewer systems. Private intakes, structures, and pipes located solely on private property may use materials other than reinforced concrete pipe; however, alternate materials must have a documented design life expectancy of at least 50 years. All private storm sewer system components shall be specified and installed in accordance with the SUDAS and the manufacturer's specifications.

The following is a summary of the applicable SUDAS section and the appropriate calculations that should be included as part of the PCSWMP.

Section 2C. Pavement Drainage and Intake Capacity

- Provide calculations regarding intake capacity and spread of flow across the street and/or right-of-way.
- Provide calculations used to determine MPEs near rear yard swales or inlets.

Section 2D. Storm Sewer Design

- Provide calculations demonstrating that the storm sewer network will operate without being under pressure during a 5-year storm event at a minimum. The 10-year storm may be required for major streets.

Section 2E. Culvert Design

- Provide calculations demonstrating that the capacity of any culvert meets the requirements of this section.
- Provide any calculations used to determine MPEs in the immediate area.

Section 2F. Open Channel Flow

- Provide details regarding cross-section, slope, selection of roughness coefficients, etc., as needed to determine depth of flow and velocity within the channel.
- Provide long-lasting erosion control, such as a turf reinforcement mat, for any swales exceeding 5% slope. Any stabilization measures should consider the shear stresses of the channel before establishing vegetation.
- Provide any calculations used to determine MPEs in the immediate area

14. Storm Sewer Outlet Location and Protection

Storm sewer outlets are often under-designed, resulting in structures that are susceptible to damage due to erosion, and additional erosion downstream due to the concentrated flows and increased velocities.

Energy dissipation for storm sewer outlets shall be designed in accordance with [FHWA Hydraulic Engineering Circular No. 14](#). All public storm sewer outlets must be constructed in accordance with [SUDAS detail 4030.221](#).

The following variables must be considered when properly designing storm sewer outlet protection:

a. Outlet pipe slope

The steeper the pipe, the higher the velocities exiting the pipe. The final pipe run should be less than 2% wherever possible. If this is unattainable, special outlet protection may be required beyond revetment, such as a stilling basin or run-down.

b. Outlet Pipe Velocity

Outlet pipe velocity shall not exceed 10 fps, per Sudas Chapter 2 Section D.5 unless energy dissipation is provided. Calculations for energy dissipation devices must submitted If energy dissipation is provided in a sediment forebay, calculations demonstrating settling length must be provided.

b.c. Ground slope at outlet

The slope immediately following the outlet for a length determined using SUDAS Figure 7E-10.03 shall be flat. The 100-year design storm shall be utilized to determine the design of outlet protection. Storm sewer pipes shall not outlet on steep slopes, even if the immediate slope is flat, as the concentrated flow can cause erosion downstream of the outlet protection.

c.d. Outlet directly into a waterway

If the pipe outlet is directly into a waterway, the invert must be at or below base flow.

Bank protection in accordance with the [River Restoration Toolbox](#) shall be provided upstream and downstream of the outlet to account for bank erosion.



Example of a Riprap Stilling Basin

15. Overland Flowage Easement Requirements

Ephemeral drainage swales, such as those found in backyards of residential subdivisions, should be designed with an adequate slope to ensure positive drainage but not so steep as to cause erosion; typically, a slope greater than 2% is desired. If positive drainage cannot be achieved, the swale should either:

- a. Use drain tile. Drain tile shall be a private improvement and not be incorporated into the City's public storm sewer network unless written approval is obtained from the Public Works Department. When a drain tile is used, the swale cannot be utilized to meet recharge requirements outlined in the [Unified Sizing Criteria section](#) unless elevation is controlled from the downstream end of the tile.
- b. Contain a minimum of 12" of compost-amended soil. Amended soil can be achieved by incorporating 3" of compost into the subsoil. Adequate soil recharge is required to prevent standing water that could breed mosquitoes, and can also be designed to meet the recharge requirements outlined in the [Unified Sizing Criteria section](#).

Easements shall be dedicated such that the width of the easement is not split between property lines. Easement shall be a minimum of 15 feet wide and contain within the boundary the 5-year proposed flows. Preliminary sizing may be further refined using utility depth and adjacent grade information. Final easement dimensions are subject to approval by the Public Works department.

16. Best Management Practices

a. BMP Locations and Access

Stormwater management facility development that provides other amenities, such as walking trails and fishing, is strongly encouraged whenever possible for larger stormwater management projects. Proper access routes and easements for BMPs shall be established during the plan development and review process.

BMPs that benefit more than one parcel should be located on outparcels or association property such that the maintenance responsibilities can be clearly distributed to all benefited property owners. BMPs located on more than one parcel must outline the maintenance responsibilities in the maintenance agreement.

b. BMP Maintenance Plan and Agreement

The long-term operations and maintenance of BMPs must maintain compliance with the Unified Sizing Criteria outlined in this policy. A detailed maintenance plan, outlining inspection and maintenance procedures to ensure the long-term functionality of site BMPs, is required. The maintenance plan must be a standalone document prepared by the design engineer or another qualified professional. At a minimum, all BMPs shall require an annual inspection by the property owner as required in [Section 8-4C-7](#) of the Clive City Code.

The Permanent BMP Maintenance Plan shall identify:

- i. The components of the BMP that need to be maintained,
- ii. equipment necessary to maintain the components,
- iii. specific skills or qualifications required to maintain the components,
- iv. frequency of inspection,
- v. regular maintenance schedule, and
- vi. map showing the BMP location(s)

The need for a recorded maintenance agreement with the property owner or the owner's association shall be determined at the time of development review. Appendix E contains a template for the Private Stormwater Management Maintenance Agreement and Permanent Easement.

c. Sediment Forebays and Pretreatment Devices

Pretreatment is essential to the long-term performance of BMPs; sediment forebays and other pretreatment devices reduce the amount of heavy pollutants entering the BMP, which could negatively affect its performance and appearance. Forebays shall be a required element of every BMP design.

Forebay design shall include:

- i. Sized for a minimum of 10% of the WQv draining to the forebay or device.

- ii. Consideration of need for a physical barrier such as a berm, spillway, gabion, or revetment stone wall. The physical barrier forces water to temporarily pool near the entrance to the BMP, reducing velocities and allowing suspended materials to settle out.
- iii. A minimum 12-foot-wide clear path from adjacent street(s) to provide maintenance access. The maintenance access should be 8:1 or flatter. Where there is only one way in and out, a turnaround should also be provided. In some cases, a hard surface access path may be required. Additional design considerations shall be made to accommodate anticipated maintenance equipment.
- iv. Consideration of a hardened bottom surface to avoid over-excavation during cleanout operations.
- v. Schedule for sediment cleanout. Small bioretention forebays require cleaning several times a year, whereas forebays for wetlands or ponds may only need cleaning every 3 to 5 years.

d. Mechanical Devices

Mechanical devices will generally not be permissible as stand-alone water quality treatment, such as hydrodynamic separators and oil and water separators. These devices are allowed and encouraged for pretreatment in certain situations, such as gas stations.

e. Underground Systems

Underground systems may be utilized when adequate surface area is not available. Underground systems may be used for detention and water quality if the PCSWMP design engineer is knowledgeable of the system and documentation of third-party testing is provided. Proper sizing of isolator rows and other pretreatment devices, along with a robust maintenance plan, is crucial when utilizing these types of systems.

17. Unacceptable Facility Design

The following approaches to stormwater management facility design shall not be permitted. Existing facilities on developed sites may remain in place; however, development and construction activities that remove or substantially modify an existing unacceptable facility must replace it with a system that complies with this policy.

a. Passive detention systems

Passive detention systems direct captured runoff through a storm sewer network to the site's outlet. The outlet utilizes a restriction, such as an orifice plate, which causes water to temporarily surcharge and back up from an intake into a surface depression for storage during large storm events. This design method allows runoff from smaller storm events to leave the site directly, without the opportunity to remove suspended pollutants and debris.

b. Low-flow flumes and directly connected impervious areas

Low-flow flumes and directly connected impervious areas prevent the infiltration of stormwater runoff, reducing or eliminating the possibility of providing water quality treatment or managing small storms. Virtually any storm event will direct surface runoff from paved areas to the receiving storm sewer system or stream.

c. Flow path shortcutting

Flow path shortcutting occurs when runoff enters a basin or treatment practice at nearly the same point where it exits the practice. In this type of system, the opportunity for absorbing, infiltrating, or treating stormwater runoff is severely reduced. It is recommended that stormwater runoff enter a BMP as far from the outlet as possible.

Pipe outlets, flumes, or other points of concentrated stormwater flows should enter the BMP no less than twice the width of the practice from the outlet, e.g., a pipe entering a 30' wide detention basin should be located no closer than 60' to the BMP outlet. In a dry basin, the necessary separation can be achieved by grading a sinuous path at the bottom of the basin to accommodate low flows. In a wetland or retention basin, separation can be achieved with low peninsulas that increase the flow path during small storms. Refer to [ISWMM](#) for more information on pretreatment options.

Appendix A: Natural Resources Checklist

- ☐ Vegetative and forest cover
- ☐ Native Vegetative Areas
- ☐ Environmentally sensitive resources that provide opportunities or constraints for development

Topography and Soils

- ☐ Areas of steep and/or highly erodible soils
- ☐ Soil types and hydrologic soil groups (from Web Soil Survey or geotechnical report)
<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>
- ☐ Presence of hydric soils
- ☐ Soil conditions of areas for infiltration-based Best Management Practices (BMPs)

Wetlands

- ☐ National Wetlands Inventory
- ☐ Wetlands Delineation / Determination Reports

Existing Streams and Floodplains

- ☐ Receiving water(s) (with known impairments or water quality issues)
- ☐ Waterways and/or dry channels
- ☐ Intermittent streams
- ☐ Perennial stream
- ☐ FEMA FIRM Panel information
- ☐ Streambank stability of adjacent waterways and streams

Appendix B: PCSWMP Checklist

Post-Construction Stormwater Management Plan Checklist	
Item	Included (Y/N)
1. Cover sheet including project name, location, engineer, and developer contact information	
2. Certification statement from Iowa registered PE or LA	
3. Site Characteristics	
a. Natural Resources Checklist	
b. Existing and proposed basin characteristics and flow patterns	
4. Summary of any previous studies, master plans, site constraints	
5. City of Clive Summary Data Sheet	
6 Pre-settlement conditions and runoff analysis summary	
7. Existing Conditions Summary	
8 Proposed conditions and runoff analysis summary	
9. Offsite Conditions and runoff analysis if applicable	
10. Stormwater management design summary	
a. Stormwater conveyance design and paths (storm sewers, swales, etc.)	
b. Outfall and outlet design	
c. Detention/retention basin(s)	
d. BMPs	
11. Discussion of how MPEs were established	
12. Discussions of floodplains, if applicable (location, elevation, etc.)	
13. Discussion of permits anticipated	
14. Computations	
a. Runoff coefficient and/or curve number calculations	
b. Time of concentration calculations	
c. Recharge volume calculations	
d. Water Quality volume calculations	
e. Runoff reduction volume calculations (if applicable)	
f. Channel protection volume calculations	
g. Storm system capacities and flow rates (storm sewer, swales, street intakes, etc.)	
h. Outlet velocities and energy dissipation calculations	
i. Detention volume (stage-area) data and outlet discharge calculations (weir, orifice, etc.)	
j. Downstream capacity calculations if applicable	
15. Connectivity Diagram	
16. Runoff and routing hydrographs	
17. Floodplain modeling if applicable	
18. Existing and Proposed Basin Map with contours and applicable existing and proposed features	
19. BMP Maintenance Plan	
a. Discuss operation and maintenance aspects of the design	
b. Show recorded maintenance agreement if required	
20. Construction Drawings	
21. Soil Management Plan	
a. Geotechnical report verifying topsoil conditions according to the Manual	
b. Areas identified where soils and vegetation will not be disturbed.	
c. Areas of topsoil strip and stockpile	
d. If soil quality restoration (SQR) is proposed, describe methods and location of use	
e. Tillage depth if used	
f. Types and quantities of materials needed for SQR	
g. Methods for establishing vegetation	

Appendix C: Stormwater Summary Data Sheet

Location _____

Subwatershed _____ Area _____

Tributary Stream _____

Provide a separate summary sheet for each watershed.

Storm Event	Existing Onsite Runoff (cfs)	Offsite runoff (cfs)	Post-Development Onsite Runoff (before detention) (cfs)	Allowable release rate (cfs)	Design Release Rate (cfs)	High water elevation (ft.)	Volume detained (cu. ft.)
	A	B	C	=A+B	≤A+B		
1-year							
2-year							
5-year							
10-year							
25-year							
50-year							
100-year							

Appendix D: Private Stormwater Management Facility Maintenance Agreement and Permanent Easement

Return Document To: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325

Preparer: _____, City of Clive, 1900 NW 114th Street, Clive, IA 50325; 515-223-6221

STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT (the “Agreement”) is entered into between _____ (“Grantor”) and the City of Clive, Iowa (the “City”), in consideration for the approval by the City of the _____ (the “Project”).

Grantor is obligated by the Municipal Code of the City (the “Code”) to control stormwater runoff for the proposed development as a part of the Project approval process. In consideration for the City’s approval of Grantor’s Project, the parties enter into this Agreement to control and address storm water runoff for the following described property:

(the “Benefited Property”).

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on the Grantor and its heirs, successors, and assigns, and shall only be amended, terminated, or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the Benefited Property shall be controlled through installation, construction, and maintenance of a _____ (“Storm Water Management Facility”) upon, over, under, through and across the following described property:

(the “Easement Area”).

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Code
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Code. In recognition of such benefit and to meet the maintenance, repair, and replacement obligations of the Code, each of the current and future Benefited Property owners (individually and collectively, the “Owners”) shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. The Owners hereby consent and agree to the covenants and obligations of this Agreement, and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Code.
5. Grantor hereby covenants and agrees that Grantor is the responsible party for the replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for 5 years.
8. Should Grantor fail to inspect, maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and shall be placed on the real estate tax bill, collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City and binding on Grantor's heirs, successors, and assigns

9. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, inspecting, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
10. It is the obligation of the Grantor to maintain the Easement Area and the Storm Water Management Facility as set forth below. Grantor shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Stormwater detention and retention ponds or basins and wetlands:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion. Native vegetation should not be mowed more than twice per year.
- b. Remove all trash, litter, debris, or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain, and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design, including erosion such as sloughing and rills, and repair as needed.
- e. Maintain the dam per Iowa Code.
- f. Inspect and determine the depth of the pond or basin on an annual basis.

- g. Remove any accumulated sediment from the outlet structures into the pond and remove any sediment that may accumulate greater than 12 inches in ponds or basins. Underground detention basins need to be cleaned out whenever sediment exceeds 10% of the storage volume. Forebays need to be cleaned out whenever sediment exceeds 25% of the storage volume.
- h. All repairs shall conform to the original design.
- i. Maintain the storm water and retention pond or basin to assure the effectiveness of storm water runoff for the subdivision/site.

Grass Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris, or obstructions in the grass and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan, and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass swale to ensure the effectiveness of storm water runoff for the subdivision/s

Bioretention and other Infiltration-based Practices:

- a. If turf, mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. If planted, remove and replace dead plants as needed.
- c. Remove all trash, litter, debris, or obstructions in the practice and Easement Area.
- d. Inspect and clean out pretreatment areas/forebays as needed, but no less than twice per year.
- e. Weed the area as needed to maintain the desired vegetation and remove invasive plant species.
- f. Insect and repair any erosion, such as rills and sloughing.

Stormwater underground detention:

- a. Remove all trash, litter, debris, or obstructions in the underground detention facility and any inlets or outlets located within the Easement Area.
 - b. Inspect for any defects, obstructions, or any changes in the original design, including damage to the pavement above the facility and any structural defects within the facility.
 - c. Inspect the isolator rows and determine the depth of accumulated sediment on an annual basis.
 - d. Remove any accumulated sediment from the isolator rows that may accumulate greater than 3 inches.
 - e. All repairs shall conform to the original design.
 - f. Maintain the underground facility to assure the effectiveness of storm water runoff for the Benefited Property.
11. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
12. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineering Department.

13. No structure, material, device, thing, or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineering Department.
14. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Plan on file with the City).
15. No change shall be made to the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineering Department.
16. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
17. Except as may be caused by the negligent acts or omissions from the City, its employees, agents or its representatives, the City shall not be liable for any injury or property damages occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions therefrom resulting from the City's exercise of this Easement. City expressly reserves its rights and defenses under the Iowa Tort Claims Act or other similar law. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the acts or omissions of Grantor, its employees, agents, or representatives. Grantor expressly agrees to pay the City's reasonable attorneys' fees, costs, and expenses related to the enforcement of this Agreement.
18. Grantor covenants on behalf of the Benefited Property that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated, or in any other manner conveyed in order to relieve the Grantor from complying with the requirements of this Agreement.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in the Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against claims of all persons whomsoever.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SEPARATE SIGNATURE PAGES FOLLOW.)

Dated this _____ day of _____, 20__.

By: _____

Its: _____
Managing Member or Authorized Representative

STATE OF IOWA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on _____, 20__ by
_____ as _____ of
_____.

Notary Public in and for the State
of Iowa

My commission expires: _____

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

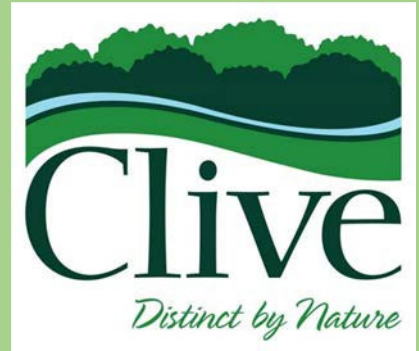
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the _____ day of _____, 20__, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa

My commission expires: _____



Clive Stormwater Management Manual



Table of Contents

1. Introduction.....	2
2. Abbreviations	3
3. Definitions	4
4. Application Types	6
5. Post-Construction Stormwater Management Plan Process	9
6. Natural Resources Identification and Protection	10
7. Floodplain Development	12
8. Unified Sizing Criteria and Allowable Conditions.....	13
9. Runoff Reduction and Allowable Conditions.....	15
10. Soil Management Plan.....	18
11. Recharge Capacity of Topsoil	19
12. Rainfall and Runoff Parameterization.....	21
Rainfall Distribution	21
Time of Concentration (Tc)	21
Rational Method.....	22
NRCS TR-55 Methodology.....	23
13. Stormwater Conveyance System Design	24
14. Storm Sewer Outlet Location and Protection	25
15. Overland Flowage Easement Requirements	26
16. Best Management Practices.....	27
17. Unacceptable Facility Design.....	29
Appendix A: Natural Resources Checklist.....	30
Appendix B: PCSWMP Checklist	31
Appendix C: Stormwater Summary Data Sheet	32
Appendix D: Private Stormwater Management Facility Maintenance Agreement and Permanent Easement.....	33

1. Introduction

The City of Clive is subject to the U.S. Environmental Protection Agency's NPDES permit program administered by the Iowa Department of Natural Resources. Cities meeting specific demographic and environmental criteria are required to obtain and maintain an NPDES permit for discharging stormwater from a Municipal Separate Storm Sewer System (MS4).

The [City of Clive's Iowa NPDES Permit Number 77-20-0-02](#) authorizes existing and new stormwater point source discharges from all areas within the Clive corporate boundary to discharge into waters of the State. Authorization under the permit is subject to the city's compliance with a Stormwater Pollution Prevention and Management Plan, which outlines areas of responsibility for the City to implement the following NPDES Minimum Control Measures.

Public Education and Outreach about the impacts of stormwater discharges and measures residents can implement to reduce pollutants in stormwater runoff.

Public Involvement and Participation by taking an active role in participating in the Walnut Creek Watershed Management Authority, and publishing meeting notices and other public notices.

Illicit Discharge Detection and Elimination to prohibit anything other than stormwater, allowable non-stormwater, and pollutants for which an NPDES permit has been issued from entering the City's storm sewer system.

Construction Site Stormwater Runoff Control to reduce pollutants in stormwater runoff from construction activities.

Post-Construction Stormwater Management to control and minimize stormwater runoff and water quality impacts from new construction and reconstruction projects.

Pollution Prevention and Good Housekeeping to prevent or reduce pollutant runoff from municipal operations.

The Clive Post-Construction Stormwater Management Manual is intended to provide a centralized location for background materials and references to the City of Clive's Stormwater Management Program. This document is intended to be periodically updated to reflect changes in policy, programs, and best management practices determined by the City Council to be in the best interest of effectively managing stormwater with the City of Clive.

Clive Post-Construction Stormwater Management Ordinance can be found in [Section 8-4C of the Clive City Code](#).

2. Abbreviations

“BMPs” means Best Management

Practices, “cfs” means cubic feet per second

“CN” means Natural Resources Conservation Service curve number

“CPv” means Channel Protection Volume: the 1-year 24-hour precipitation event

“GP2” means an Iowa Department of Natural Resources General Permit Number 2

“HGL” means hydraulic grade line

“IDNR” means the Iowa Department of Natural Resources

“ISWMM” means Iowa Stormwater Management Manual. The current edition at the time of the first document submittal to the City will be the guidance for a specific project

“MCMs” means Minimum Control Measures and refers to the six minimum control measures outlined by the Environmental Protection Agency's NPDES program

“MPEs” means Minimum Protection Elevations

“MS4” means Municipal Separate Storm Sewer System

“NPDES” means National Pollution Discharge Elimination System

“NRCS” means Natural Resource Conservation Service

“PCSWMM” means Post-Construction Stormwater Management Manual

“PCSWMP” means Post-Construction Stormwater Management Plan

“Q_p” means Overbank flood protection

“Q_r” means Extreme flood protection

“Rev” means Recharge volume

“RRv” means Runoff Reduction volume

“SMP” means Soil Management Plan

“SOM” means Soil Organic Matter

“SWPPP” means Stormwater Pollution Prevention Plan

“SQR” means Soil Quality Restoration

“SUDAS” means Iowa Statewide Urban Design and Specifications

“T_c” means Time of Concentration

“TR-55” means NRCS Technical Referendum 55

“USC” means Unified Sizing Criteria as defined in ISWMM unless otherwise noted

“WQv” means Water Quality Volume

3. Definitions

1. “Channel Protection volume” means the runoff generated from the 1-year, 24-hour storm and is further defined in [ISWMM](#).
2. “Channel flow” means flow inside a defined channel and flowing under gravity.
3. “Compost” means stable, mature, decomposed organic solid waste originating from plant matter that is the result of the accelerated, aerobic biodegradation and stabilization under controlled conditions. Compost shall meet the following minimum requirements:
 - a. a uniform, dark, soil-like appearance,
 - b. 100% of the material passing through a 1-inch sieve ($\frac{3}{8}$ " or $\frac{1}{2}$ " screen preferred),
 - c. pH range between 5.5 and 9,
 - d. minimum organic matter content of 35% dry weight based on the loss on ignition method,
 - e. soluble salt content of less than 4.0 mmhos/cm, and
 - f. capable of growing vegetation.
4. “Developed land” means land that has been altered from its natural state by the construction or installation of more than 500 square feet of impervious surface.
5. “Extreme flood protection” means the 10-, 25-, 50-, and 100-year, 24-hour storm using TR-55 methodology.
6. “Forebay” means an area near a concentrated point of discharge to a certain BMP, where stormwater flows can be slowed to an extent where heavier sediments and debris can be captured before they enter the BMP itself.
7. “Groundwater Recharge” means precipitation that infiltrates into the soil such that it is deeper than the vegetative root zone and cannot be evapotranspired.
8. “Impervious surface” means those areas that prevent or impede the infiltration of stormwater into the soil as it enters in natural conditions before development. Common impervious surface areas include, but are not limited to, rooftops, sidewalks, driveways, patios, parking lots, storage areas, compacted gravel surfaces, and other surfaces that prevent or impede the natural infiltration of stormwater runoff that existed before development.
9. “Imported Topsoil” shall mean topsoil brought to the site that meets the following minimum requirements:
 - a. uniform quality free from debris, hard clods, roots, sod, stiff clay, hard pan, stones larger than 1 inch,
 - b. minimum organic matter content of 4% based on the loss on ignition method,
 - c. free of herbicides that prohibit plant growth,
 - d. pH level between 6.0 and 8.0,
 - e. friable with a clay content less than 25% using a particle size diameter of <0.002mm, and

- f. worked before seeding/sodding such that a penetrometer can be inserted into the upper 6 inches with greater force than 50 psi and less force than 200 psi.
- 10. “Low quality onsite soil” means soil material that does not meet the minimum requirements of topsoil.
- 11. “Minimizing compaction” means:
 - a. Avoiding equipment traffic as much as possible on areas where grading activities are not necessary. If a compacted path forms, the path of travel shall be lightly tilled, disced, etc., and reseeded following construction activities to restore pre-project soil density and vegetation.
 - a. Areas where grading activities (excavation or fill placed) are necessary – The subsoil shall be tilled, disced, etc., to break up hardpan conditions immediately before topsoil placement. Topsoil shall be worked before seeding and final stabilization such that the soil has a bulk density of less than 1.49 grams/cubic centimeter. This is most easily determined onsite with a standard, handheld soil penetrometer. The penetrometer reading for the upper 6” of soil shall be less than 200 psi. Areas planned for turf grass should require more than 50 psi to avoid overly soft conditions.
- 12. “Overbank Flood Protection” means the 2- and 5-year storm using TR-55 methodology.
- 13. “Recharge Volume” is as defined in [ISWMM](#), except that the precipitation depth shall equal 0.5”.
- 14. “Resurfacing” means any project intended to maintain or restore the existing capacity of an existing impervious surface that does not increase the area of any impervious surface onsite. Resurfacing includes, but is not necessarily limited to, asphalt overlay, full and partial depth patching, sidewalk/trail patching, and pavement removal needed to repair underground utilities.
- 15. “Runoff Reduction volume” means the runoff generated from the first 1.0” of rainfall.
- 16. “Stream meander belt width” means the lateral distance measured perpendicular to the valley between the outside edges of two meanders that occupy opposite sides of the valley.
- 17. “Topsoil” means the soil material from the upper layer of the soil profile.
- 18. “Undeveloped site” means a parcel, or portion of a parcel, that does not meet the definition of developed land.
- 19. “Water Quality Volume” generally means the volume of runoff generated by 1.25” of rainfall, and is further defined in [ISWMM](#).

4. Application Types

Stormwater requirements apply to all private and public projects, unless otherwise noted. The application categories for this policy are as follows:

1. **New Development** means the construction of 5,000 square feet or more of impervious surfaces on a previously undeveloped site. New developments include projects on residential sites that fall under the International Building Code Residential Group R, as well as commercial, industrial, or municipal sites.

The site shall be designed in accordance with all requirements of the [Unified Sizing Criteria section](#) for the stormwater runoff from *the entire site*.

2. **Redevelopment** means a project on a previously developed site on which more than 25% of the existing impervious surfaces will be removed or modified, or at least 10,000 square feet of new or modified impervious surfaces will be constructed. Redevelopment includes projects on residential properties that fall under the International Building Code's Residential Group R, as well as commercial, industrial, or municipal sites.

The site shall be designed in accordance with all requirements of the [Unified Sizing Criteria section](#) for the stormwater from *all impervious surfaces*.

3. **Incremental Improvement** means a project that is not classified as Redevelopment on a developed site in which at least 5,000 square feet of new or modified impervious surfaces will be constructed. This threshold is a cumulative amount of new or modified square footage and may be reached over time in increments, as determined from city planimetric data. Incremental improvement includes projects at residential (non-single-family), commercial, industrial, or municipal sites that do not constitute a Redevelopment or Reconstruction project.

The site shall be designed in accordance with all the requirements of the [Runoff Reduction section](#) for stormwater from *the new and modified impervious surfaces*.

4. **Residential Improvement** means any improvement on a residential site (that does *not* fall under the International Building Code Residential Group R project) in which at least 5,000 square feet of new or modified impervious surfaces will be constructed.

Residential properties in developments initially platted after November 10, 2016, are exempt from this requirement, given that the improvements do not increase the curve number used in the development's approved Stormwater Management Plan.

In the case of a residential improvement project, the stormwater *from the new or modified impervious surfaces* shall be mitigated by one of the following practices:

- a. 6" deep rain garden equal to 20% of the area of the improvement. The rain garden must capture runoff from the new impervious area or from an equal amount of existing impervious area.
- b. Soil quality restoration of grass areas equal to 3 times the area of the improvement. SQR shall use core aeration to a minimum depth of 4" and application of a ½" to ¾" thick compost blanket as further defined in this manual.

- c. Conversion to native landscaping in accordance with [ISWMM](#) equal to the area of the improvement.
 - d. Rain Barrel(s) or other water reuse system that captures a volume equal to 1" times the area of the improvement.
 - e. Compliance with the Runoff Reduction section of this Manual.
 - f. Other BMPs as approved by the Clive Water Resources Engineer.
5. **Street Reconstruction.** For the purpose of this policy, a street project shall be considered a street reconstruction (as opposed to a resurfacing project) if the site is being brought into compliance with the current street standards.

The site shall be designed in accordance with all requirements outlined in the Runoff Reduction section of this document for stormwater runoff from *the entire site*

6. **Exceptions, Exemptions, and Clarifications.**

- a. When the requirements cannot be met onsite, consideration for the construction of offsite improvements commensurate with the on site requirement may be approved by the City on a site-by-site basis. Reasoning demonstrating the infeasibility of compliance shall be submitted by the applicant as part of the proposed project upon review and concurrence by city staff the applicant may then submit proposed alternative BMPs. Potential reasoning may include limitations such as:
 - i. Geotechnical concerns
 - ii. Spatial constraints
 - iii. Contaminated soils
 - iv. Downstream infrastructure limitations.
 - b. When the overbank and extreme flood requirements cannot be met on site due to floodplain boundary conflicts, the same considerations in 6a may apply. Full or partial fee-in-lieu payments for offsite considerations commensurate with the onsite requirements may be approved by the City on a site-by-site basis. A request for such an exception must be proposed prior to the second submittal for City review.
 - c. Additional onsite controls may be required if they're receiving storm water conveyance system is not capable of providing safe passage of the additional runoff volume or rate from any site development project. Existing stormwater BMP's may be considered as a part of the site's post-construction stormwater management provided the BMP is still functional after the proposed improvements.
7. **Resurfacing** projects.
8. A regional approach may be well-suited to dense redevelopment areas and sites with multiple parcels, instead of multiple small practices. Recional (multi-parcel) stormwater practices are encouraged, as long as permanent ownership and long-term maintenance responsibilities are clearly defined. Proponents should present the City with proposed solutions that provide the required minimum controls for all sites in a contributing drainage area, as well as any associated future infill development.

5. Post-Construction Stormwater Management Plan Process

Pre-Application Meeting:

For most new development or redevelopment projects, applicants will schedule a pre-application meeting with City staff. Contact the Community Development Department for assistance with scheduling. Stormwater designers should attend the pre-application meeting and should be prepared with the following completed:

- a. Natural resources checklist
- b. Existing conditions exhibit with potential locations for stormwater BMPs clearly labelled

Submittal, Review, and Revisions:

During the submittal and revision process, consider responsible design principles while developing the site plan, such as:

- Limit disturbance of land to the greatest extent practical. Work with the lay of the land and minimize cut and fill.
- Consider methods to reduce connected impervious areas. Break up impervious areas with open space where possible.
- Consider a treatment train approach where stormwater can be treated, infiltrated, and stored in multiple practices in series, rather than relying on one large practice to meet all the site's needs.

Final Submittal stormwater documentation for development review must include:

1. Full site plan set
2. Post-Construction Stormwater Management Plan (PCSWMP)
 - a. Natural Resources Checklist
 - b. Post-Construction Stormwater Management Plan Checklist
 - c. Geotechnical Report
 - d. Soil Management Plan
 - e. BMP Maintenance Agreement
3. Any supporting information or reports requested by staff during the review
4. A summary data sheet for each BMP – refer to Appendix C

6. Natural Resources Identification and Protection Checklist

Natural resources must be identified and evaluated with all development activities. These areas must be considered to protect the public health, safety, general welfare, and environment; to minimize public and private losses due to erosion, stream meander, and flooding; to provide for the efficient preservation and maintenance of stream systems; and to maintain water quality through provisions designed to minimize impactful land development.

The stormwater management plan shall include a written and graphic inventory of the natural resources on the development site and the immediate surrounding area, as they existed before the commencement of the project. At a minimum, the inventory shall include:

Watershed Overview

- a. Written description of the local watershed, offsite run-on, site discharge point(s), receiving conveyance, and first named receiving waterbody.
- b. Natural resources map including:
 - i. Vegetation types
 - ii. Wetlands
 - iii. Streams and other persistent waterways
 - iv. Riparian buffer zone
 - v. Steep slopes

Vegetation Survey

A vegetation survey is required if any of the following conditions exist onsite:

- a. Forested areas
- b. Native vegetation areas
- c. Existing crop trees 3" caliper DBH or larger

The vegetation survey site map shall identify and label trees by their DBH, species (if known), and tree category (if the species is unknown).

Wetlands Delineation

The wetland delineation methodology shall comply with current protocols of the US Army Corps of Engineers. A wetlands delineation is required if any of the following conditions exist onsite:

- a. National Wetlands Inventory indicates the presence of wetland areas or streams
- b. USGS maps include blue lines, dashed-blue lines, wetland, and/or marsh areas
- c. any persistent waterway, hydric soils, typical wetland vegetation, or natural areas

Stream Assessment

The stream assessment methodology shall comply with current protocols of the US Army Corps of Engineers. A stream assessment is required if any of the following conditions exist onsite:

- a. blue or dashed-blue lines on USGS maps
- b. any persistent waterway.

Riparian Buffers and Bank Protection

Riparian buffers must be preserved in their natural state and should be sized to include the 100-

year floodplain, steep banks, and the stream's meander belt width, if applicable. The stream's meander belt width is generally determined by reviewing past and current meanders. In determining the belt width, a mapping scale of not more than 1" to 5,000' shall be utilized.

The buffer should include a setback for maintenance access. The riparian buffer may be formalized with a City surface water flowage easement, conservation easement, or land dedication to the City.

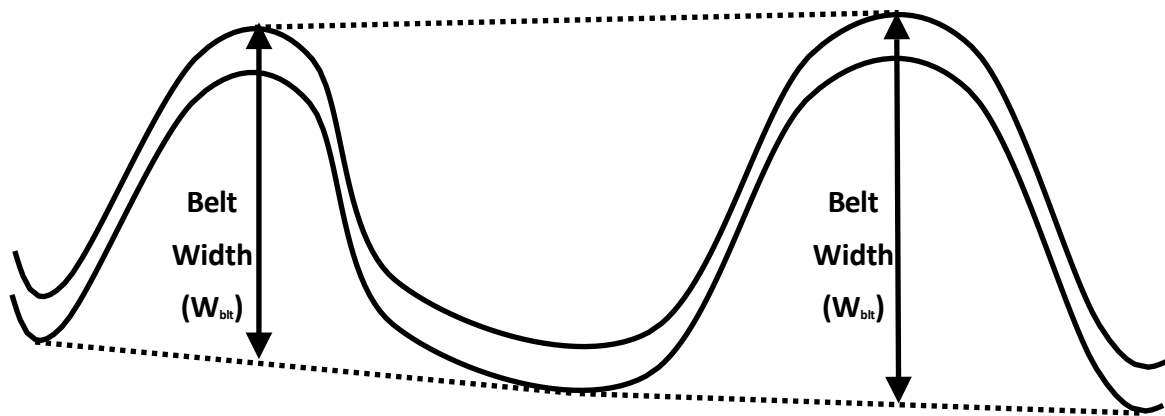


Figure 6.1 Stream belt width meander.

If an adequate riparian buffer cannot be maintained, bank protection may be required in actively eroding areas. Refer to Clive's [Greenbelt Stream Corridor Assessment](#) and Official Stream Buffer Map as a guide. If bank protection is required, the [River Restoration Toolbox](#) shall be used as the design reference, with bio-engineered methods being prioritized.

Steep Slopes

Excessive grading should be avoided on all slopes, but steep slopes should be left alone wherever practical. Existing slopes steeper than 4:1 should not be disturbed due to the high potential for soil erosion and slope failures. Steep slopes, especially those adjacent to waterways, should be set aside in conservation easements to preserve their natural state. No stripping, grading, or construction traffic should be allowed outside of areas where new features are proposed as part of an approved development project.

The creation of slopes steeper than 4:1 will not be permitted without additional scour protection considerations. Such slopes are not mowable and must be vegetated accordingly.

7. Floodplain Development

Development and fill in the floodplain can reduce the capacity of the floodplain to store and convey stormwater, potentially increasing velocities and causing increased safety concerns.

Stormwater detention facilities are not allowed within the floodway. Detention facilities are discouraged within the flood fringe and will not be permitted if fill is required to construct the facility. Stormwater detention facilities may be allowed in the flood fringe if the storage is constructed by excavating, and no dam or berm is constructed that effectively removes the facility from the flood fringe. Other facilities, such as infiltration practices, may be included in the floodplain.

Stormwater management facilities located within flood-prone areas may require more frequent or extensive maintenance. For example, if a detention basin is constructed in an area expected to collect sediment or debris, the available storage capacity would be reduced over time, and removal of excess materials will be required and should be outlined in the stormwater maintenance agreement. When evaluating site locations within flood-prone areas, note any evidence of deposition or debris accumulation.

If the Q_r (extreme flood protection) rate control cannot be achieved onsite due to floodplain constraints, exceptions may be coordinated and approved by City staff. See the Exceptions, Exemptions, and Clarifications section in the Applications chapter of this manual.

Any earth-moving activities, such as those involved in constructing dams or creating excavated areas, must comply with local, state, and federal regulations governing floodplains. Changes in surface elevation that result in increased high-water elevations across the floodplain are prohibited.

The Clive Flood Control ordinance can be found in [Section 11-11 of the Clive City Code](#). There are additional permit applications and requirements for floodplain development that are not covered in this manual.

8. Unified Sizing Criteria and Allowable Conditions

The intent of the Unified Sizing Criteria is to comprehensively manage stormwater to remove pollutants and improve water quality, prevent downstream bank and channel erosion, reduce downstream overbank flooding, and safely convey and reduce runoff from extreme storm events. Stormwater calculations for all development sites and construction projects should identify post-development conformance with the following requirements. For the purposes of this policy, onsite rainfall calculations shall use the NOAA Atlas 14 precipitation frequency estimates for existing conditions and 125% of the Atlas 14 rainfall total for the proposed conditions.

- a. **Recharge volume [Rev]:** The runoff generated from the first 0.5" of rainfall. Infiltrate the Recharge Volume using appropriate practices.
- b. **Runoff Reduction volume [RRv]** The runoff generated from the first 1.0" of rainfall. If the Runoff Reduction volume can be infiltrated, no WQv treatment will be required.
- c. **Water Quality Volume [WQv]:** The runoff generated from a 1.25" rainfall event.
Capture and treat the Water Quality Volume. Subtraction of the recharge volume is allowed.
- d. **Channel Protection Volume [CPv]:** The 1-year storm using the NOAA 6-hour temporal distribution for midwestern states with TR-55 methodology.
Provide extended detention for the CPv such that the volume is released over 24 to 48 hours. This requirement may be waived if the site generates less than two cfs in the post-development condition prior to detention.
- e. **Overbank Flood Protection [Qp]:** The 2-year storm and the 5-year storm using the NOAA 6-hour temporal distribution for midwestern states with TR-55 methodology.
Provide peak discharge control of the Qp events such that post-development discharge does not exceed either the existing discharge rates or the pre-settlement rates.
- f. **Extreme flood protection [Qr]:** the 10-, 25-, 50-, and 100-year storm using TR-55 methodology.
Provide peak discharge control of the Qr events using either method below:
 - i. The post-development discharge of all events 5-year through 100-year does not exceed the peak discharge rate for the runoff from the 5-year, 24-hour, SCS Type II storm using pre-settlement conditions ("meadow in good condition"). This option is the method from the previous version of the Clive Stormwater Management Manual.
 - ii. The post-development discharge of all events 5-year through 100-year does not exceed the peak discharge rate for the runoff from the 5-year, existing

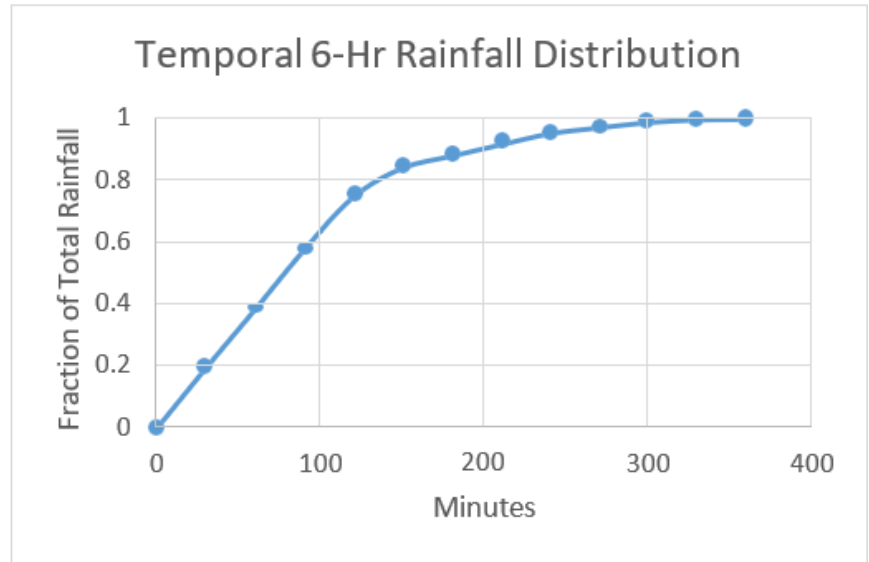
condition site (at the time construction commences). Use the NOAA 6-hour temporal distribution for midwestern states with TR-44 methodology. Use the NOAA Atlas 14 rainfall depths multiplied by 1.25 to account for increasing future rainfall. This method is compliant with IAC Section 364.3, Code 2024).

Regardless of the method chosen, redevelopment sites may have additional considerations for detention design. Many sites in Clive were initially designed with “backup detention” (detention within pipes, basins, or on the surface, created by restrictions in the most downstream structure or by limitations in the receiving conveyance infrastructure as described in the stormwater calculations on file with the City for that site). The release rate reduction provided by the backup detention effect shall be considered in assessing the “existing condition” of sites. The allowable release rate from these sites shall not exceed the rate that would occur in the backup condition based on the current existing infrastructure.

- g. **Safe Conveyance:** Provide safe conveyance of all events. Runoff shall be released in a safe and non-erosive manner from the site, whether overland, through an outlet pipe, channel, or emergency spillway. The PCSWMP must demonstrate that there are adequate flow paths via storm sewers, easements, and/or rights-of-way to convey the post-development storm flows to the receiving stream corridor without erosion, flooding, or increased risk to public or private property. Indicate on the site plan all overflow paths for events with a 100-year return period or greater.
- h. **Safe Site Design:** Site designers shall consider all appropriate rainfall distributions, storm intensities, flow paths, and site topography, among other factors, when designing sites to avoid potentially dangerous situations. Regardless of the methods outlined in this manual, sites shall be designed such that the minimum low openings for buildings, critical infrastructure, emergency evacuation and transit routes, and other relevant areas are sufficiently elevated above potential stormwater ponding elevations. Designers should assess, at minimum, ponding elevations for a variety of rainfall scenarios using 125% of the 100-year, NOAA Atlas-14 precipitation quantity, in the fully developed condition.

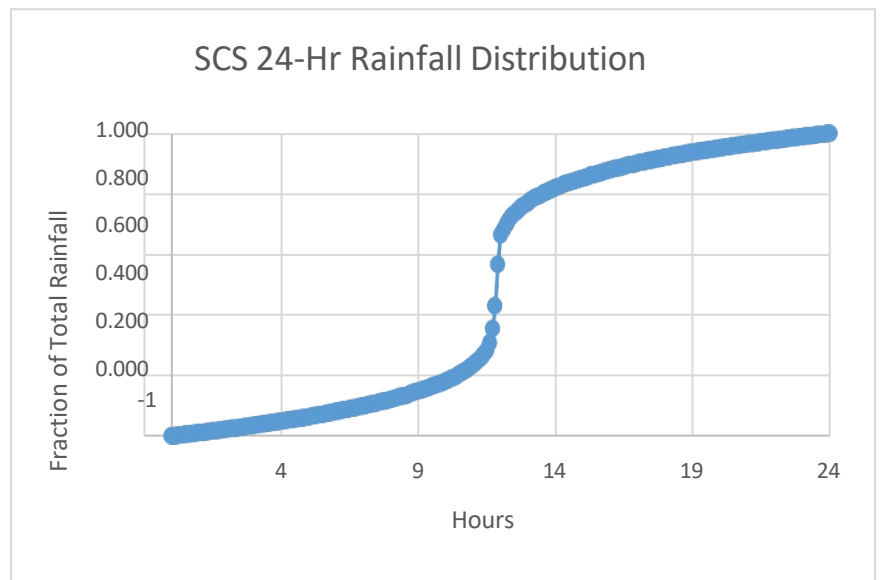
Temporal 6-Hr Rainfall Distribution Definition

TIME (MINUTES)	FRACTION
0	0
30	0.195
60	0.385
90	0.578
120	0.749
150	0.842
180	0.881
210	0.918
240	0.954
270	0.973
300	0.990
330	0.998
360	1



SCS Type II 24-Hr Rainfall Distribution

TIME (HOURS)	FRACTION
0	0.000
1	0.011
2	0.022
3	0.035
4	0.048
5	0.062
6	0.080
7	0.098
8	0.120
9	0.147
10	0.181
11	0.235
12	0.663
13	0.771
14	0.820
15	0.853
16	0.880
17	0.902
18	0.921
19	0.938
20	0.952
21	0.965
22	0.976
23	0.989
24	1.000



9. Runoff Reduction and Allowable Conditions

The purpose of this section is to address existing sites in which complete compliance with the Unified Sizing Criteria section is not physically possible, but incremental improvements are needed to move towards the City's goal of mitigating the adverse impacts that development and impervious surfaces can have on flooding and water quality. One of two criteria must be met:

- a. **Runoff Reduction volume [RRv]** The runoff generated from the first 1.0" of rainfall. Infiltrate the Runoff Reduction volume.

That inch of rainfall must not be allowed to leave the site by surface runoff or pipe conveyance. This requirement can be accomplished with soil quality restoration or other infiltration-based practices. The volume should be calculated by assuming a uniform inch of rainfall.

If the Runoff Reduction volume is harvested in a swimming pool, the applicant must demonstrate that the pool overflow discharges to an open, pervious area (i.e., not discharged to a pipe).

- b. **Water Quality Volume [WQv]:** The runoff generated from a 1.25" rainfall event. Capture and treat the Water Quality Volume. Subtraction of the recharge volume is allowed.

Runoff from uncurbed impervious areas (i.e., sidewalks, sports courts) must be infiltrated.

10. Soil Management Plan

A Soil Management Plan (SMP) demonstrating compliance with GP2 is a required element of the PCSWMP. This document is separate from the SWPPP, though the content may be repeated in the SWPPP as needed to illustrate stockpile containment, site boundaries, etc. Re-establishing the ability of site soils to absorb water is one of the most effective practices in reducing site runoff. The Soil Management Plan shall include the following:

- a. A Site map that identifies where:
 - i. soils and vegetation will not be disturbed
 - ii. topsoil will be stripped and stockpiled
 - iii. SQR will be used, if applicable
- b. If applicable, identify method(s) of SQR described in [ISWMM](#) to be used. Provide the following calculations and specifications:
 - i. verify the volume provided using Tables 1 and 2 in the Recharge Capacity of Topsoil section. Unless a soil texture report demonstrating silt loam (Table 1) is provided, use Table 2 for silty clay loam.
 - ii. determine the depth of tillage involved, if applicable
 - iii. determine and quantify types and amounts of materials for import, if applicable
- c. Identify methods for establishing permanent vegetative cover, e.g., sod, seeding rates
- d. Incorporate SMP into site-specific SWPPP during subsequent review (typically with the grading permit during construction) to be implemented from initial disturbance to final stabilization.

It is recommended to use SQR to meet infiltration requirements and re-establish a healthy soil profile. If SQR is not to be used, provide a geotechnical report to substantiate the quality and quantity of onsite available topsoil. The geotechnical analysis or soil survey must be prepared and signed by the IDNR or a geotechnical professional licensed in the state of Iowa. The report shall outline the collection methods utilized, as well as the characteristics of the topsoil. At a minimum, collecting two samples per acre is required, unless the City agrees to an alternative sampling method.

Persuant to NPDES GP2, topsoil shall be restored onsite following development, to at least the depth and no more compacted than before construction. If no existing compaction data is provided during submittals, pervious areas of the site must be worked prior to seeding/sodding such that a penetrometer can be inserted into the upper 6 inches with greater force than 50 psi and less force than 200 psi. If existing compaction data is provided as density, testing after construction must be completed by the applicant to demonstrate final compaction in the same units. Topsoil does not need to be restored below pavement, buildings, and other structures, only in pervious areas.

At the option of the developer and with approval by the City, instead of geotechnical analysis or soil surveys, topsoil preservation may be satisfied by respreading 4" depth of high-quality topsoil or the amendment of 3" of low-quality soil incorporated with a minimum of 1.5" of compost. If compost is used to modify soil, a compost certification report demonstrating compliance with this manual shall be submitted for approval before delivery.

Refer to the definitions section for details on high- and low-quality topsoil, topsoil compaction, and other relevant topics. Verification of compliance with topsoil requirements shall be submitted prior to seeding/sodding and retained with the as-builts.

11. Recharge Capacity of Topsoil

Preservation of topsoil can be the most cost-effective way to infiltrate water and reduce runoff from a site, and is commonly used for meeting infiltration requirements (Rev, WQv).

Tables 1 and 2 below are provided to facilitate the calculation of the infiltration capacity of topsoil with various characteristics. If the topsoil on site does not match these characteristics, the infiltration capacity of the soil can be calculated using the research performed by Berman D. Hudson (1994). This research is available upon request.

The capacity in 1" topsoil column (orange) can be used to calculate the available water storage for any depth of soil by multiplying the depth of the topsoil profile in inches by the capacity in 1" topsoil for the corresponding % SOM row.

The first 1" of water storage is needed to address the volume of rainfall that falls directly on the soil. Available storage exceeding the first inch may be used to mitigate other indirect areas only if that runoff is directed into the soil. The cells in blue identify where the water storage capacity exceeds 1".

Table 1: Water Storage Capacity of Silt Loam Topsoil

% SOM by weight	Bulk Density (gm/cm ³)	Capacity in 1" topsoil	Capacity in 4" topsoil	Capacity in 6" topsoil	Capacity in 8" topsoil
1	1.25	0.13	0.52	0.77	1.03
2	1.25	0.17	0.66	1.00	1.33
3	1.25	0.20	0.81	1.22	1.62
4	1.25	0.24	0.96	1.44	1.92
5	1.25	0.28	1.11	1.66	2.22
6	1.25	0.31	1.26	1.88	2.51
7	1.25	0.35	1.40	2.11	2.81
8	1.25	0.39	1.55	2.33	3.10

Table 2: Water Storage Capacity of Silty Clay Loam Topsoil

% SOM by weight	Bulk Density (gm/cm ³)	Capacity in 1" topsoil	Capacity in 4" topsoil	Capacity in 6" topsoil	Capacity in 8" topsoil
1	1.25	0.09	0.36	0.55	0.73
2	1.25	0.12	0.48	0.71	0.95
3	1.25	0.15	0.59	0.88	1.18
4	1.25	0.18	0.70	1.05	1.40
5	1.25	0.20	0.81	1.22	1.62
6	1.25	0.23	0.92	1.39	1.85
7	1.25	0.26	1.04	1.55	2.07

8	1.25	0.287	1.148	1.722	2.296
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If electing to use topsoil to meet infiltration requirements, include the construction note in the construction plans and specifications where X% organic content is design specific and shall be no less than 4%:

“Topsoil shall meet the following minimum requirements:

- g. uniform quality free from debris, hard clods, roots, sod, stiff clay, hard pan, stones larger than 1 inch,
- h. minimum organic matter content of 4% based on the loss on ignition method,
- i. free of herbicides that prohibit plant growth,
- j. pH level between 6.0 and 8.0,
- k. friable with a clay content of less than 25% using a particle size diameter of <0.002mm, and
- l. shall be worked before seeding/sodding such that a penetrometer can be inserted into the upper 6 inches with greater force than 50 psi and less force than 200 psi, or have a bulk density of less than 1.49 grams/cubic centimeter.

Topsoil verification shall be submitted prior to seeding/sodding and retained with the as-builts.”

12. Rainfall and Runoff Parameterization

Rainfall Distribution

Proposed condition rainfall depths shall use the NOAA Atlas 14 precipitation depth for the frequency appropriate to the calculation method, multiplied by 1.25 to account for increasing future rainfall.

Time of Concentration (T_c)

Pre-settlement and existing T_c must always be calculated. It is recommended that all T_c values be calculated. If the proposed T_c is not calculated, a value of no more than 5 minutes shall be used.

The following values and methods are recommended for completing calculations for T_c. Design calculations shall include a detailed explanation and evidence supporting any variation from these recommended methods and/or values. All assumptions and calculations for the method chosen must be provided for review.

- Utilize the NRCS Velocity Method in [SUDAS Section 2B-3](#).
- The 2-year, 24-hour rainfall depth (P₂) to be used is 3.66 inches.
- For each T_c, provide calculations demonstrating the time to travel, T_t, for sheet flow, shallow concentrated flow, and open channel flow.
- For open channel flow, include calculation details on the assumed cross-section of the channel and surface conditions used to determine the “*n* value”.

Rational Method

The rational method can be used to generate peak flow runoff values for design, provided the conditions outlined in SUDAS Section 2B-4, Sections B.1 and B.2, are met. The rational method may be used in the design of storm sewers, swales, and channels for watersheds when only a peak rate of flow is needed for sizing. The modified rational method will only be allowed for detention storage and routing design for projects smaller than 1 acre with no off-site “pass through.” The TR-20 or TR-55 methods are required for all other sites.

Rational Method calculations must be provided in the PCSWMP whenever used.

- Maximum watershed size shall be no greater than 20 acres.
- Runoff coefficient, C, must be weighted using the appropriate values for soil group and land cover type.
- The runoff coefficients from [ISWMM](#) shall be used. The following supplemental runoff coefficients shall be used when applicable:

Runoff Coefficients “C” for Various Storm Events								
Land Cover type	Soil Group A		Soil Group B		Soil Group C		Soil Group D	
	1-10 year	100-year	1-10 year	100-year	1-10 year	100-year	1-10 year	100-year
Open space with 4” topsoil and 6” de-compaction	0.10	0.15	0.30	0.50	0.55	0.65	0.65	0.75
Open Space with 6” topsoil and 8” de-compaction	0.05	0.10	0.20	0.35	0.40	0.55	0.55	0.65
All Impervious	0.95	0.98	0.95	0.98	0.95	0.98	0.95	0.98

NRCS TR-55 Methodology

Projects on sites larger than 1 acre that involve routing detention basins are required to use the NRCS TR-55 Methodology. As the basis for the TR-55 Methodology, use of the TR-20 program is also acceptable. TR-20 includes additional calculation features for stream and basin routing and allows for a larger number of subwatersheds to be analyzed.

Apply the following additional information:

- Use the appropriate rainfall distribution for the calculation at the recurrence interval of interest.
 - a. SCS Type II, 24-Hr
 - b. NOAA 6-Hour temporal distribution for midwestern states
- Use Shape Factor value 484
- Hydrologic Soil Group, HSG
 - a. Provide field measurements to support the existing Hydrologic Soil Group of the onsite soil. Field measurements shall include gradation, soil texture, depth to the water table, and saturated hydraulic conductivity, as described in the [NRCS Hydrologic Soil Groups](#).
- Curve Number
 - a. Values are based on [TR-55](#) for post-development or existing condition calculations in urbanized areas.
 - b. Water Quality event adjustments to CN are needed to adapt TR-20 and TR-55 to properly model smaller rainfall depths. Refer to [ISWMM](#) Small Storm Hydrology.
 - c. Pre-settlement condition shall be defined as “meadow in good condition” per [ISWMM](#). The meadow curve number shall be based on existing soil types but shall not exceed 71 (HSG C).
- Land Use
 - a. Proposed Open Space shall be considered in poor condition unless methods of Soil Quality Restoration have been specified to a depth of 4” minimum and are to be field verified post-construction in the as-built documentation.
 - b. Proposed Open Space shall be considered in fair condition unless methods of Soil Quality Restoration have been specified to a depth of 8” and are to be field verified post-construction in the as-built documentation.
 - c. CN for all impervious areas is 98.
 - d. Residential: The City’s planimetric data demonstrates local single-family lots have larger impervious surfaces on average than the guidelines outlined in the NRCS National Engineering Handbook. Due to this, the following minimum impervious percentages shall be used:
 - ¼ acre lot subdivisions - 50%
 - ⅓ acre lot subdivisions – 40%
 - ½ acre lot subdivisions – 30%

13. Stormwater Conveyance System Design

SUDAS standards shall be used for stormwater conveyance design. SUDAS specifications also apply to structures and pipe materials, except for private storm sewer systems. Private intakes, structures, and pipes located solely on private property may use materials other than reinforced concrete pipe; however, alternate materials must have a documented design life expectancy of at least 50 years. All private storm sewer system components shall be specified and installed in accordance with the SUDAS and the manufacturer's specifications.

The following is a summary of the applicable SUDAS section and the appropriate calculations that should be included as part of the PCSWMP.

Section 2C. Pavement Drainage and Intake Capacity

- Provide calculations regarding intake capacity and spread of flow across the street and/or right-of-way.
- Provide calculations used to determine MPEs near rear yard swales or inlets.

Section 2D. Storm Sewer Design

- Provide calculations demonstrating that the storm sewer network will operate without being under pressure during a 5-year storm event at a minimum. The 10-year storm may be required for major streets.

Section 2E. Culvert Design

- Provide calculations demonstrating that the capacity of any culvert meets the requirements of this section.
- Provide any calculations used to determine MPEs in the immediate area.

Section 2F. Open Channel Flow

- Provide details regarding cross-section, slope, selection of roughness coefficients, etc., as needed to determine depth of flow and velocity within the channel.
- Provide long-lasting erosion control, such as a turf reinforcement mat, for any swales exceeding 5% slope. Any stabilization measures should consider the shear stresses of the channel before establishing vegetation.
- Provide any calculations used to determine MPEs in the immediate area

14. Storm Sewer Outlet Location and Protection

Storm sewer outlets are often under-designed, resulting in structures that are susceptible to damage due to erosion, and additional erosion downstream due to the concentrated flows and increased velocities.

Energy dissipation for storm sewer outlets shall be designed in accordance with [FHWA Hydraulic Engineering Circular No. 14](#). All public storm sewer outlets must be constructed in accordance with [SUDAS detail 4030.221](#).

The following variables must be considered when properly designing storm sewer outlet protection:

a. Outlet pipe slope

The steeper the pipe, the higher the velocities exiting the pipe. The final pipe run should be less than 2% wherever possible. If this is unattainable, special outlet protection may be required beyond revetment, such as a stilling basin or run-down.

b. Outlet Pipe Velocity

Outlet pipe velocity shall not exceed 10 fps, per Sudas Chapter 2 Section D.5 unless energy dissipation is provided. Calculations for energy dissipation devices must be submitted. If energy dissipation is provided in a sediment forebay, calculations demonstrating settling length must be provided.

c. Ground slope at outlet

The slope immediately following the outlet for a length determined using SUDAS Figure 7E-10.03 shall be flat. The 100-year design storm shall be utilized to determine the design of outlet protection. Storm sewer pipes shall not outlet on steep slopes, even if the immediate slope is flat, as the concentrated flow can cause erosion downstream of the outlet protection.

d. Outlet directly into a waterway

If the pipe outlet is directly into a waterway, the invert must be at or below base flow.

Bank protection in accordance with the [River Restoration Toolbox](#) shall be provided upstream and downstream of the outlet to account for bank erosion.



Example of a Riprap Stilling Basin

15. Overland Flowage Easement Requirements

Ephemeral drainage swales, such as those found in backyards of residential subdivisions, should be designed with an adequate slope to ensure positive drainage but not so steep as to cause erosion; typically, a slope greater than 2% is desired. If positive drainage cannot be achieved, the swale should either:

- a. Use drain tile. Drain tile shall be a private improvement and not be incorporated into the City's public storm sewer network unless written approval is obtained from the Public Works Department. When a drain tile is used, the swale cannot be utilized to meet recharge requirements outlined in the [Unified Sizing Criteria section](#) unless elevation is controlled from the downstream end of the tile.
- b. Contain a minimum of 12" of compost-amended soil. Amended soil can be achieved by incorporating 3" of compost into the subsoil. Adequate soil recharge is required to prevent standing water that could breed mosquitoes, and can also be designed to meet the recharge requirements outlined in the [Unified Sizing Criteria section](#).

Easements shall be dedicated such that the width of the easement is not split between property lines. Easement shall be a minimum of 15 feet wide and contain within the boundary the 5-year proposed flows. Preliminary sizing may be further refined using utility depth and adjacent grade information. Final easement dimensions are subject to approval by the Public Works department.

16. Best Management Practices

a. BMP Locations and Access

Stormwater management facility development that provides other amenities, such as walking trails and fishing, is strongly encouraged whenever possible for larger stormwater management projects. Proper access routes and easements for BMPs shall be established during the plan development and review process.

BMPs that benefit more than one parcel should be located on outparcels or association property such that the maintenance responsibilities can be clearly distributed to all benefited property owners. BMPs located on more than one parcel must outline the maintenance responsibilities in the maintenance agreement.

b. BMP Maintenance Plan and Agreement

The long-term operations and maintenance of BMPs must maintain compliance with the Unified Sizing Criteria outlined in this policy. A detailed maintenance plan, outlining inspection and maintenance procedures to ensure the long-term functionality of site BMPs, is required. The maintenance plan must be a standalone document prepared by the design engineer or another qualified professional. At a minimum, all BMPs shall require an annual inspection by the property owner as required in [Section 8-4C-7](#) of the Clive City Code.

The Permanent BMP Maintenance Plan shall identify:

- i. The components of the BMP that need to be maintained,
- ii. equipment necessary to maintain the components,
- iii. specific skills or qualifications required to maintain the components,
- iv. frequency of inspection,
- v. regular maintenance schedule, and
- vi. map showing the BMP location(s)

The need for a recorded maintenance agreement with the property owner or the owner's association shall be determined at the time of development review. Appendix E contains a template for the Private Stormwater Management Maintenance Agreement and Permanent Easement.

c. Sediment Forebays and Pretreatment Devices

Pretreatment is essential to the long-term performance of BMPs; sediment forebays and other pretreatment devices reduce the amount of heavy pollutants entering the BMP, which could negatively affect its performance and appearance. Forebays shall be a required element of every BMP design.

Forebay design shall include:

- i. Sized for a minimum of 10% of the WQv draining to the forebay or device.

- ii. Consideration of need for a physical barrier such as a berm, spillway, gabion, or revetment stone wall. The physical barrier forces water to temporarily pool near the entrance to the BMP, reducing velocities and allowing suspended materials to settle out.
- iii. A minimum 12-foot-wide clear path from adjacent street(s) to provide maintenance access. The maintenance access should be 8:1 or flatter. Where there is only one way in and out, a turnaround should also be provided. In some cases, a hard surface access path may be required. Additional design considerations shall be made to accommodate anticipated maintenance equipment.
- iv. Consideration of a hardened bottom surface to avoid over-excavation during cleanout operations.
- v. Schedule for sediment cleanout. Small bioretention forebays require cleaning several times a year, whereas forebays for wetlands or ponds may only need cleaning every 3 to 5 years.

d. Mechanical Devices

Mechanical devices will generally not be considered permissible as stand-alone water quality treatment methods, such as hydrodynamic separators and oil and water separators. These devices are allowed and encouraged for pretreatment in certain situations, such as gas stations.

e. Underground Systems

Underground systems may be utilized when adequate surface area is not available. Underground systems may be used for detention and water quality if the PCSWMP design engineer is knowledgeable of the system and documentation of third-party testing is provided. Proper sizing of isolator rows and other pretreatment devices, along with a robust maintenance plan, is crucial when utilizing these types of systems.

17. Unacceptable Facility Design

The following approaches to stormwater management facility design shall not be permitted. Existing facilities on developed sites may remain in place; however, development and construction activities that remove or substantially modify an existing unacceptable facility must replace it with a system that complies with this policy.

a. Passive detention systems

Passive detention systems direct captured runoff through a storm sewer network to the site's outlet. The outlet utilizes a restriction, such as an orifice plate, which causes water to temporarily surcharge and back up from an intake into a surface depression for storage during large storm events. This design method allows runoff from smaller storm events to leave the site directly, without the opportunity to remove suspended pollutants and debris.

b. Low-flow flumes and directly connected impervious areas

Low-flow flumes and directly connected impervious areas prevent the infiltration of stormwater runoff, reducing or eliminating the possibility of providing water quality treatment or managing small storms. Virtually any storm event will direct surface runoff from paved areas to the receiving storm sewer system or stream.

c. Flow path shortcutting

Flow path shortcutting occurs when runoff enters a basin or treatment practice at nearly the same point where it exits the practice. In this type of system, the opportunity for absorbing, infiltrating, or treating stormwater runoff is severely reduced. It is recommended that stormwater runoff enter a BMP as far from the outlet as possible.

Pipe outlets, flumes, or other points of concentrated stormwater flows should enter the BMP no less than twice the width of the practice from the outlet, e.g., a pipe entering a 30' wide detention basin should be located no closer than 60' to the BMP outlet. In a dry basin, the necessary separation can be achieved by grading a sinuous path at the bottom of the basin to accommodate low flows. In a wetland or retention basin, separation can be achieved with low peninsulas that increase the flow path during small storms. Refer to [ISWMM](#) for more information on pretreatment options.

Appendix A: Natural Resources Checklist

- ☐ Vegetative and forest cover
- ☐ Native Vegetative Areas
- ☐ Environmentally sensitive resources that provide opportunities or constraints for development

Topography and Soils

- ☐ Areas of steep and/or highly erodible soils
- ☐ Soil types and hydrologic soil groups (from Web Soil Survey or geotechnical report)
<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>
- ☐ Presence of hydric soils
- ☐ Soil conditions of areas for infiltration-based Best Management Practices (BMPs)

Wetlands

- ☐ National Wetlands Inventory
- ☐ Wetlands Delineation / Determination Reports

Existing Streams and Floodplains

- ☐ Receiving water(s) (with known impairments or water quality issues)
- ☐ Waterways and/or dry channels
- ☐ Intermittent streams
- ☐ Perennial stream
- ☐ FEMA FIRM Panel information
- ☐ Streambank stability of adjacent waterways and streams

Appendix B: PCSWMP Checklist

Post-Construction Stormwater Management Plan Checklist	
Item	Included (Y/N)
1. Cover sheet including project name, location, engineer, and developer contact information	
2. Certification statement from Iowa registered PE or LA	
3. Site Characteristics	
a. Natural Resources Checklist	
b. Existing and proposed basin characteristics and flow patterns	
4. Summary of any previous studies, master plans, site constraints	
5. City of Clive Summary Data Sheet	
6 Pre-settlement conditions and runoff analysis summary	
7. Existing Conditions Summary	
8 Proposed conditions and runoff analysis summary	
9. Offsite Conditions and runoff analysis if applicable	
10. Stormwater management design summary	
a. Stormwater conveyance design and paths (storm sewers, swales, etc.)	
b. Outfall and outlet design	
c. Detention/retention basin(s)	
d. BMPs	
11. Discussion of how MPEs were established	
12. Discussions of floodplains, if applicable (location, elevation, etc.)	
13. Discussion of permits anticipated	
14. Computations	
a. Runoff coefficient and/or curve number calculations	
b. Time of concentration calculations	
c. Recharge volume calculations	
d. Water Quality volume calculations	
e. Runoff reduction volume calculations (if applicable)	
f. Channel protection volume calculations	
g. Storm system capacities and flow rates (storm sewer, swales, street intakes, etc.)	
h. Outlet velocities and energy dissipation calculations	
i. Detention volume (stage-area) data and outlet discharge calculations (weir, orifice, etc.)	
j. Downstream capacity calculations if applicable	
15. Connectivity Diagram	
16. Runoff and routing hydrographs	
17. Floodplain modeling if applicable	
18. Existing and Proposed Basin Map with contours and applicable existing and proposed features	
19. BMP Maintenance Plan	
a. Discuss operation and maintenance aspects of the design	
b. Show recorded maintenance agreement if required	
20. Construction Drawings	
21. Soil Management Plan	
a. Geotechnical report verifying topsoil conditions according to the Manual	
b. Areas identified where soils and vegetation will not be disturbed.	
c. Areas of topsoil strip and stockpile	
d. If soil quality restoration (SQR) is proposed, describe methods and location of use	
e. Tillage depth if used	
f. Types and quantities of materials needed for SQR	
g. Methods for establishing vegetation	

Appendix C: Stormwater Summary Data Sheet

Location _____

Subwatershed _____

Area _____

Tributary Stream _____

Provide a separate summary sheet for each watershed.

Storm Event	Existing Onsite Runoff (cfs)	Offsite runoff (cfs)	Post-Development Onsite Runoff (before detention) (cfs)	Allowable release rate (cfs)	Design Release Rate (cfs)	High water elevation (ft.)	Volume detained (cu. ft.)
	A	B	C	=A+B	≤A+B		
1-year							
2-year							
5-year							
10-year							
25-year							
50-year							
100-year							

Appendix D: Private Stormwater Management Facility Maintenance Agreement and Permanent Easement

Return Document To: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325

Preparer: _____, City of Clive, 1900 NW 114th Street, Clive, IA 50325; 515-223-6221

STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT (the “Agreement”) is entered into between _____ (“Grantor”) and the City of Clive, Iowa (the “City”), in consideration for the approval by the City of the _____ (the “Project”).

Grantor is obligated by the Municipal Code of the City (the “Code”) to control stormwater runoff for the proposed development as a part of the Project approval process. In consideration for the City’s approval of the Grantor’s Project, the parties enter into this Agreement to control and address stormwater runoff for the following described property:

(the “Benefited Property”).

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on the Grantor and its heirs, successors, and assigns, and shall only be amended, terminated, or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the Benefited Property shall be controlled through installation, construction, and maintenance of a _____ (“Storm Water Management Facility”) upon, over, under, through and across the following described property:

(the “Easement Area”).

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Code
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Code. In recognition of such benefit and to meet the maintenance, repair, and replacement obligations of the Code, each of the current and future Benefited Property owners (individually and collectively, the “Owners”) shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. The Owners hereby consent and agree to the covenants and obligations of this Agreement, and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Code.
5. Grantor hereby covenants and agrees that Grantor is the responsible party for the replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be retained and maintained for a period of 5 years.
8. Should Grantor fail to inspect, maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and shall be placed on the real estate tax bill, collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City and binding on Grantor's heirs, successors, and assigns

9. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, inspecting, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
10. It is the obligation of the Grantor to maintain the Easement Area and the Storm Water Management Facility as set forth below. Grantor shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Stormwater detention and retention ponds or basins and wetlands:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion. Native vegetation should not be mowed more than twice per year.
- b. Remove all trash, litter, debris, or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain, and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design, including erosion such as sloughing and rills, and repair as needed.
- e. Maintain the dam per Iowa Code.
- f. Inspect and determine the depth of the pond or basin on an annual basis.

- g. Remove any accumulated sediment from the outlet structures into the pond and remove any sediment that may accumulate greater than 12 inches in ponds or basins. Underground detention basins need to be cleaned out whenever sediment exceeds 10% of the storage volume. Forebays need to be cleaned out whenever sediment exceeds 25% of the storage volume.
- h. All repairs shall conform to the original design.
- i. Maintain the storm water and retention pond or basin to assure the effectiveness of storm water runoff for the subdivision/site.

Grass Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris, or obstructions in the grass and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan, and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass swale to ensure the effectiveness of storm water runoff for the subdivision/s

Bioretention and other Infiltration-based Practices:

- a. If turf, mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. If planted, remove and replace dead plants as needed.
- c. Remove all trash, litter, debris, or obstructions in the practice and Easement Area.
- d. Inspect and clean out pretreatment areas/forebays as needed, but no less than twice per year.
- e. Weed the area as needed to maintain the desired vegetation and remove invasive plant species.
- f. Insect and repair any erosion, such as rills and sloughing.

Stormwater underground detention:

- a. Remove all trash, litter, debris, or obstructions in the underground detention facility and any inlets or outlets located within the Easement Area.
 - b. Inspect for any defects, obstructions, or any changes in the original design, including damage to the pavement above the facility and any structural defects within the facility.
 - c. Inspect the isolator rows and determine the depth of accumulated sediment on an annual basis.
 - d. Remove any accumulated sediment from the isolator rows that may accumulate greater than 3 inches.
 - e. All repairs shall conform to the original design.
 - f. Maintain the underground facility to assure the effectiveness of storm water runoff for the Benefited Property.
11. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
12. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineering Department.

13. No structure, material, device, thing, or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineering Department.
14. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Plan on file with the City).
15. No change shall be made to the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineering Department.
16. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
17. Except as may be caused by the negligent acts or omissions from the City, its employees, agents or its representatives, the City shall not be liable for any injury or property damages occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions therefrom resulting from the City's exercise of this Easement. City expressly reserves its rights and defenses under the Iowa Tort Claims Act or other similar law. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the acts or omissions of Grantor, its employees, agents, or representatives. Grantor expressly agrees to pay the City's reasonable attorneys' fees, costs, and expenses related to the enforcement of this Agreement.
18. Grantor covenants on behalf of the Benefited Property that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated, or in any other manner conveyed in order to relieve the Grantor from complying with the requirements of this Agreement.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in the Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against claims of all persons whomsoever.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SEPARATE SIGNATURE PAGES FOLLOW.)

Dated this _____ day of _____, 20__.

By: _____

Its: _____
Managing Member or Authorized Representative

STATE OF IOWA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on _____, 20__ by
_____ as _____ of
_____.

Notary Public in and for the State
of Iowa

My commission expires: _____

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the _____ day of _____, 20__, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa

My commission expires: _____

Peter De Kock

From: Dan Knoup <dank@dsmhba.com>
Sent: Tuesday, August 5, 2025 8:55 AM
To: Peter De Kock
Cc: Matt McQuillen
Subject: RE: Meeting next week to review proposed changes to Clive Post-Construction Stormwater Management Manual

Follow Up Flag: Follow up
Flag Status: Flagged

External sender <dank@dsmhba.com>

Make sure you trust this sender before taking any actions.

You'll see at the bottom of this list, he didn't run ANY comparisons yet on the 6-hour Temporal method which negates most of your changes (if I am following correctly). I replied to let him know that the City is anticipating that to be the point that needs to be addresses first. Nonetheless, I wanted to share what I have so far, their preliminary review comments are

I have buzzed through:

- *The biggest item of note is they are proposing a 1.25 factor increase in the proposed rainfall amounts. It also states that the rainfall existing condition uses the standard rainfall amounts instead of allowing a x1.25 factor for existing precipitation amounts (which would have allow a higher release rate and less detention volume required).....in other words they are requiring a higher precipitation amount for the proposed condition than the existing precipitation condition. This will increase detention basin volume requirements.*
- *The 25% additional rainfall requirement will also increase storm sewer sizes. I need some clarity on whether they are requiring storm sewer flows to use the 6-hour or 24-hour distribution & precipitation, but either way it says everything needs to be evaluated at 1.25x precipitation.*
- *Example Case Redevelopment Summary – not clear if the 'pre-SF455' requirements used as the baseline used a Meadow CN for existing condition and if both the Pre-SF455 and the 'Proposed' columns both include all of the smaller storm volume requirements (i.e. Channel Protection & Overbank Protection calculations) or if this was just a comparison of the 100-year events. I would need to review a couple of their example site calculations to better understand their comparisons.*
- *There was no Example Case Studies shown for new development (greenfield sites) – would need to see their calculations to know if these new requirements increase storage volumes.*
- *The calculations for smaller storms says to use SCS Type II so we would need to run separate rainfall distribution models for the same basin if we would want to use the 6-hour Temporal distribution for the 100-year calculations (to avoid having to use the existing condition as 'Meadow').....this just makes it a little more complicated.*
- *Minor typo in Section 8.2. – assume it should say 'cannot' be infiltrated. I understand this RRV requirement is only required as an option for redevelopment sites.*

I'll run some quick comparisons on the 6hour Temporal vs the 24hour that we have always used also.....and get back to you soon on that item.

I'll keep you posted as I have more.

DK

From: Peter De Kock <PDeKock@cityofclive.com>
Sent: Tuesday, July 29, 2025 5:06 PM
To: Dan Knoup <dank@dsmhba.com>
Cc: Matt McQuillen <mmcquillen@cityofclive.com>
Subject: RE: Meeting next week to review proposed changes to Clive Post-Construction Stormwater Management Manual

Hi Dan,

Checking in to see if your team is on schedule to send us comments on the draft Clive Postconstruction Stormwater Manual changes by this Friday. Also, during our conversation, you asked for the link to the studies we conducted with FEMA and the Corps of Engineers on changing weather and flood risk in the Walnut Creek Watershed. Here's the link: https://www.cityofclive.com/project_detail_T51_R103.php

Pete

Peter De Kock
Assistant City Manager | City Manager's Office

.....

.....

From: Dan Knoup <dank@dsmhba.com>
Sent: Thursday, July 17, 2025 8:16 AM
To: Peter De Kock <PDeKock@cityofclive.com>
Cc: Matt McQuillen <mmcquillen@cityofclive.com>
Subject: RE: Meeting next week to review proposed changes to Clive Post-Construction Stormwater Management Manual

Warning: Unusual sender <dank@dsmhba.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Pete

Thanks for sending this on but more importantly, thanks for including us. Monday is not good but I can give you 30 minutes virtually @ 9:30 on Wednesday. I have a 10 already so if we need more time, my afternoon is very flexible and I can come to you if that works better later in the day.

Let me know how to plan and I'll see you next week. Thanks again.

DK

From: Peter De Kock <PDeKock@cityofclive.com>

Sent: Wednesday, July 16, 2025 4:25 PM

To: Dan Knoup <dank@dsmhba.com>

Cc: Matt McQuillen <mmcquillen@cityofclive.com>

Subject: Meeting next week to review proposed changes to Clive Post-Construction Stormwater Management Manual

Good afternoon, Dan,

Earlier this month, city staff presented proposed changes to Clive's post-construction stormwater management manual. Now that they've reviewed the draft and provided insights, we'd also like to walk through it with you and get your feedback. I've attached a deck summarizing the proposed changes and a PDF of the draft manual document. And here's a link to the council meeting recording. Discussion of the proposed manual changes starts at the 18.54 mark: https://www.youtube.com/watch?v=qM_hcpxqpAs

My schedule is flexible for the remainder of this week and next. Happy to meet at your office or via Zoom. Does Monday morning at 9:30 work for you? I can also do Wednesday morning at 9:30. Look forward to connecting.

Pete

Peter De Kock

Assistant City Manager | City Manager's Office



City of Clive

Phone: [\(515\) 223-6220](tel:(515)223-6220)

Fax: (515)457-3091

PDeKock@cityofclive.com | www.cityofclive.com

1900 NW 114th Street, Clive, IA 50325



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 14, 2025

RE: Site Plan and Preliminary Plat- Dehner Distillery - 1480 NW 86th Street

SYNOPSIS:

The applicant, Civil Design Advantage on behalf of Joseph Dehner/Dehner Distillery, LLC, has requested approval of a Site Plan and Preliminary Plat to allow for redevelopment of 1480 NW 86th Street with a distillery. The proposed building is 20,060 sf and will include a tasting room, office, storage, distribution, and the distillery and bottling areas. Refer to the attached staff report for additional information.

The Planning and Zoning Commission reviewed the request at their meeting on July 1, 2025, and unanimously recommended approval of the Site Plan and Preliminary Plat. Planning and Zoning Commission discussed the proposed deviations from the 86th Street Design Guidelines, including:

- Visibility of the proposed metal panels from various locations along NW 86th Street and surrounding properties,
- Proximity to the tank farm,
- Existing materials on surrounding buildings,
- The challenging nature of the site, including utility encumbrances and the grade challenges with fixed driveway and street elevations and floodplain requirements,
- Setting a precedent for other buildings in the 86th Street Corridor to propose similar exterior material compositions

To date, staff has received no public comments related to the project.

Staff Recommendation

Many of the requirements of the NW 86th Street Design Guidelines for building materials and Design Standards Manual have not been incorporated into this project. The applicant has provided a letter requesting approval of the project as presented for Council's consideration. The applicant has made many modifications to the original plan in an effort to meet the ideals of the guidelines and to make the building inviting. Staff provides the following additional information and recommendations:

Storefront/Enhanced Entry

A traditional storefront is not provided on the NW 86th Street façade, which is a deviation from the 86th Street Design Guidelines. The building is designed in the style of a traditional brick warehouse. In an historic city center, it is not uncommon to find brick warehouses and more traditional brick retail buildings in proximity. The property faces physical challenges to providing a traditional storefront – the elevation of the building must be increased to a minimum 1' above the 100-year base flood elevation, which puts the building's finished floor elevation nearly 5 ½' above the sidewalk along NW 86th Street. One primary reason of requiring a storefront is the desire to activate the public space, which the proposed project provides through a connection to the Greenbelt Trail and a more prominent entry near the southwest corner of the building. Staff recommends approval of the proposed public entry location and deviation from the typical storefront requirement.

Exterior Materials

Staff advises that any deviation from the permitted materials in the 86th Street Design Guidelines sets a precedent for future projects along the corridor. The 86th Street corridor is largely identified as underutilized properties with redevelopment potential, including the neighboring building to the north. Today the view of exposed metal fastener panels is largely obscured; however, few of the properties within the corridor have redeveloped to date and with future redevelopment views of the proposed building are likely to change.

The NW 86th St. Design Guidelines require 70% non-glazed area to be brick or stone. Split face CMU, stucco, or EFIS can be used for up to 15% of the 70% brick or stone requirement. Metal panels are only allowed as an accent/trim material (not to exceed 15%). Architectural metal panels are an allowed exterior material in other commercial zoning districts within the City; however, exposed fastener metal panels are identified as a trim/accent material only within the Development Standards Manual.

The proposed architectural metal paneling is not allowed as a primary material under the 86th Street Standards. However, if the council is amenable to the architectural metal paneling, staff would bring back an amendment to the standards to clarify where metal panels may be an acceptable exterior material.

The proposed exposed fastener metal panels exterior cladding is not in keeping with either the 86th Street Design Standards or the Development Standards Manual. Staff recommends the exposed fastener metal panels be changed for a different material. If the Council is amenable to architectural metal paneling, the exposed fastener metal panels could be replaced with an alternative metal paneling that is acceptable within the Development Standards Manual.

Floodplain Stormwater Management

Staff recommends approval of a forthcoming Floodplain Stormwater Management Agreement which allows the project to utilize the floodplain stormwater management payment in-lieu program (pending approval at the time of this writing). Under the proposed agreement, recharge and water quality volume requirements will be met on-site and detention-related requirements will be provided off-site by the City at a future date by a currently unidentified project. The detention-related stormwater management obligation is calculated at \$65,256.75 to be paid to the City at time of final plat approval.

Please feel free to contact Amanda at (515) 223-6221 or at agrutzmacher@cityofclive.com if you have question or need additional information prior to the meeting.

Attachments:

1. Staff report and attachments
2. Site Plan and Preliminary Plat
3. Photometric Plan
4. Elevations
5. Metal Panel Details
6. Letter re: elevation design



Staff Report

TO: Planning and Zoning Commission members

FROM:

Amanda Grutzmacher, Senior Planner

DATE: July 1, 2025

RE: Site Plan

GENERAL INFORMATION

Applicant: Civil Design Advantage, on behalf of Dehner Distillery

Requested Action: Site Plan Approval

Location: 1480 NW 86th St

LAND USES & ZONING			
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Property	Vacant	Mixed Use	TC-4, FF Flood Fringe, FW Floodway
North	Commercial - Retail/Services	Mixed Use	TC-4, FF Flood Fringe
East	Utility	Mixed Use	TC-4, FF Flood Fringe, FW Floodway
South	Commercial - Retail/Services	Open Space	FW Floodway
West	Open Space	Open Space	FW Floodway

CASE HISTORY - 1480 NW 86th Street

1981 - Site Plan approved for new Burger King restaurant

1983 - Site Plan Amendment approved for parking expansion

1985 - Site Plan Amendment approved for greenhouse dining addition

1986 - Site Plan Amendment approved for building addition, parking expansion

1987 - Variance granted to reduce front setback from 50' to 46'

2000 - Porky's Diner as new occupant

2002 - Flashbacks Lounge as new occupant

2002 - Site Plan Amendment approved for exterior modifications

2003 - Demolition of building and site improvements

BACKGROUND

Dehner Distillery is a local Clive business established by Joseph Dehner in 2012. Since its establishment, Dehner Distillery has been located at 7500 University Avenue and offers finishing and bottling services. Over the years, Dehner Distillery has expanded into additional tenant spaces at 7500 University, but has never had a space that allowed for the general public to visit the distillery or to be direct customers of Dehner Distillery. The applicant has a desire to construct a larger building that will allow for additional capacity to expand their contract bottling sales and production, as well as to provide opportunity for a public tasting room and retail sales.

The subject property is located in the TC-4 South End Development Area / Entertainment Development Area. The distillery use requires space dedicated to warehousing and distribution in addition to the office, retail, and tasting room uses. Distilleries and breweries are unique from many other land uses in that they are both an entertainment draw and a manufacturing use, but the manufacturing is what creates the entertainment component and draws the public to the facility. Staff desired clarity from City Council on whether the warehousing and distribution components of the distillery were consistent with their long-term vision for the Town Center Zoning Districts and 86th Street Neighborhoods. In December 2023, staff presented the potential distillery development to City Council and discussed the land use; Council was supportive of the distillery land use as being appropriate in, and consistent with, the TC-4 South End Development Area / Entertainment Development District. Though the dedicated space is substantial, the manufacturing, warehousing, and distribution uses are accessory to the retail, office, and drinking establishment uses of a distillery which are permitted uses within the TC-4 District.

ANALYSIS

Building Design & Site Lighting

The proposed building is 20,060 square feet, including a tasting room, office, storage, and the distillery and bottling areas. An additional 730 square feet of outdoor patio space is proposed on the west side of the building, adjacent to the Greenbelt Park. The finished floor elevation of the building is proposed at 843.00, which complies with development requirements in the floodplain and allows for storage of regulated materials above the 500-year floodplain. The existing site is approximately 840.00 where the building will be located.

The building features a traditional historic brick warehouse style. The public entrance to the building is located on the southwest corner. No entrance on the NW 86th Street facade is a deviation from the 86th Street Design Guidelines; however, staff have had various discussions with the applicant regarding the tank farm proximity, truck needs, and Greenbelt adjacency and connectivity. Due to these unique considerations for this property in the TC-4 District compared to the majority of other properties in the District, staff believes the intent of the standards as it applies to the entrance requirements is being met and a strong connection to the Greenbelt Park and Trail is an important component of projects in the TC-4 District.

The proposed architectural elevations are not in keeping with the NW 86th Street Design Guidelines for building materials. The NW 86th St. Design Guidelines require 70% non-glazed area to be brick or stone. Split face CMU, stucco, or EFIS can be used

for up to 15% of the 70% brick or stone requirement. Metal panels are only allowed as an accent/trim material (not to exceed 15%).

The primary facade on NW 86th Street is 87% brick and 13% stucco panel.

Approximately 60 feet of the north facade is finished with brick and the remainder is proposed as an exposed fastener metal panel.

The south facade is finished with brick and stucco materials, with the stucco panels making up the top 11' of the facade and continuing the material change from the front/east facade; past the brick the remainder of the south facade is an architectural metal panel with concealed fasteners. The south facade also includes overhead doors to accommodate standard 53' trailer semi-trucks. A small portion of the south facade near the outdoor patio and the public entrance includes exposed fastener metal panels.

The west facade incorporates both the architectural metal panels and the exposed fastener metal panels. The architectural metal panels are located above the patio roof. The exposed fastener metal panels are located along the outdoor patio.

The applicant made significant changes to the architectural elevations after initial staff review to add additional detailing such as soldier coursing and quoins on the corners, awnings, decorative lights, and modified window sizes and placement. The applicant has submitted a letter requesting approval of the elevations as proposed with details as to why they believe the design is in keeping with the overall intent of the 86th Street Design Guidelines. Particularly related to the west facade, the letter states that the west side is,

dominated by the patio canopy and railings, and a steel entrance canopy, [with] traditional wall panels below the canopy where they are shielded somewhat from view. This is an aesthetic choice for the look of the tasting room and patio. Above the canopy, where the wall is more visible, we are showing the smooth metal panels with concealed fasteners.

As it relates to the north facade, the letter states:

The existing neighboring building is mostly clad in CMU and corrugated metal on that side. The area of our wall that will be screened by that building is shown with traditional metal panels with exposed fasteners that will be color matched to the panels. This area will only be visible if a person were to walk between the buildings through the drainage swale.

Staff advises that any deviation from the permitted materials in the 86th Street Design Guidelines sets a precedent for future projects along the corridor. Architectural metal panels are an allowed exterior material in all other commercial zoning districts within the City; however, exposed fastener metal panels are identified as a trim/accent material only within the Development Standards Manual. The 86th Street corridor is largely identified as underutilized properties with redevelopment potential, including the neighboring building to the north. Today the view of exposed metal fastener panels is largely obscured; however, few of the properties within the corridor have redeveloped to date and with future redevelopment views of the proposed building are likely to change. If the Commission is amenable to allowing architectural metal panels on the less

prominent facades of the building, staff recommends that the exposed fastener metal panels be changed to architectural metal panels for consistency with the Development Standards Manual.

In conjunction with the site redevelopment, decorative streetlights will be installed along NW 86th Street as a public improvement. Lighting internal to the site is generally in compliance with the lighting standards in the Development Standards Manual.

Site Layout & Circulation

The subject site currently has two driveway access to NW 86th Street. Consistent with the 86th Street Design Guidelines, those accesses will be removed and replaced with curb and gutter. Limited accesses on NW 86th Street reduces conflict points and creates a safer environment for pedestrians, cyclists, and drivers. Access to the redeveloped site will be from the existing public "alley" access to the public park, which also provides the access to Car-X on the adjacent property to the south. The driveway entrances to the site are large compared to other connections in the immediate area; however, the entrances have been designed to the minimum necessary to support the necessary vehicle circulation on-site associated with the distribution of finished product and receiving deliveries.

Sidewalk along NW 86th Street will be reconstructed consistent with the 86th Street Design Guidelines and the sidewalk, ramp, and landing area on the adjacent Car-X property. A sidewalk connection is provided from NW 86th Street; however, staff anticipates most pedestrian and bicycle traffic will approach from the Greenbelt Trail or the parking lot. The connection from 86th Street requires people to cross the loading and delivery area; however, deliveries will not generally take place during public hours.

The developer proposes to create a connection to the Greenbelt Trail into the site. Bike parking is shown in a dedicated area which will limit bicycles blocking the trail connection and internal sidewalks. Due to grade changes on the site to comply with floodplain development requirements, the internal sidewalks to the building have stairs on a direct route and an accessible switchback-style ramp. An easement will be granted from the City to allow for the trail connection.

Landscaping & Stormwater Management

The proposed landscaping complies with the zoning ordinance and 86th Street Design Guidelines. The 86th Street property line will be planted with 4 overstory trees in front of the parking lot and smaller plantings along the building facade. There are trees proposed in the parking lot islands and near the outdoor patio. Currently, the site plan identifies two underground chambers with Isolator rows and two bioretention areas to be planted with native grasses and wildflowers. These bioretention areas are proposed to outlet into the city-owned alley property. The site plan requires modification to tie ST-3 to ST-5 and eliminate L-2 and ST-1, or an alternative design proposed by the developer that results in only one discharge on city property. The City will need to grant an easement to allow for the private storm sewer discharge.

The City is currently working on an update to the Post-Construction Stormwater Management Manual, and through that process has identified the need for an alternative option for stormwater management compliance for properties located in the

floodplain. Staff has prepared the Floodplain Stormwater Management Fee In-Lieu program to be considered by City Council and incorporated into the updated stormwater manual. As currently drafted, the policy states, at the preference of the landowner, the required detention components associated with the channel protection volume (CPv), overbank protection for the 2- through 5-year storm (Qp), and extreme flood protection for the 10- through 100-year storms (Qr) may be accounted for in an off-site facility operated by the City. The property owner must address recharge volume (Rev) and water quality volume (WQv) stormwater treatment on-site. In the proposed policy, the fee in-lieu calculation takes into consideration construction, land value, long-term maintenance, survey and design, and contingency costs. Creation of the Floodplain Stormwater Management Fee In-Lieu program will obligate the City to manage the detention-related obligations in an off-site facility. The proposed fee in-lieu program is similar to previous City efforts to create regionalized detention which developers pay a defined cost at the time of development to reimburse the City for the costs of construction of the regional facilities. The difference with the proposed program is the City does not currently have a facility already constructed.

Staff has recently proposed a potential neighborhood scale solution to address WQv to the developer. Staff proposed a site-specific agreement where the applicant would install an over-sized separator (Contech CDS or similar) for 80% total suspended solids and floatables removal. The configuration would be sized to allow the City to divert low flows ("first flush") from NW 86th Street into the separator. The proposed project in-lieu would allow for elimination of the proposed WQv facilities, including the chambers and isolator rows, as well as the pipe discharge into the City property. Staff thought this may be a preferred option given the long-term maintenance requirements for the proposed on-site systems. If the developer is interested in this partnership, some site redesign to adjust grading and surface flows will be required. Staff does not anticipate the site redesign to have a significant impact on the overall project layout; drainage for the parking lot would need to be adjusted to flow to the southeast corner of the property. The stormwater management as currently designed, aside from relatively minor comments to be addressed, is in compliance with WQv and this alternative neighborhood scale solution is not required. If the developer desires to enter into such an agreement with the City, staff recommends administrative approval of site plan modifications unless it is determined there is a significant change to the site layout and design that requires the Commission to reconsider the site plan.

Utilities

The site is bisected by a large trunk sanitary sewer. In the future, the City anticipates this trunk sewer will be eliminated and tie in to the future WRA trunk sewer; however, at this time the sewer cannot be abandoned and the site must be designed around the facility. The WRA trunk sewer project will be constructed within the adjacent city park property in the next few years and have some impacts to the subject property during construction; necessary easements will be acquired by the WRA. When the existing city sanitary sewer is abandoned, it will not require removal of the pipe.

Sanitary sewer service for the subject property will connect to the existing sanitary main along NW 86th Street. Water service will be provided from the existing water main in the adjacent City park property.

PUBLIC COMMENT

Notice was sent to the surrounding property owners within 310-feet of the subject site on May 23, 2025. To date, staff has received general inquiries, but nothing in writing has been submitted.

STAFF RECOMMENDATION

Staff recommends approval subject to resolution of all of the items outlined in the staff comment letter originally dated January 31, 2025, and most recently revised on June 27, 2025. Staff also recommends the Commission is specific on what exterior materials they desire to approve within the 86th Street Design Guidelines; if architectural metal panels are acceptable, staff recommends the exposed fastener metal panels, specifically on the north facade, be changed to architectural metal panels for consistency with the Development Standards Manual. Depending on Planning and Zoning Commission's decision regarding metal panels within the 86th Street Design Guidelines, staff will ask Council if they desire to have an amendment to the Guidelines brought forward for approval.

Attachments:

1. Site Plan Application
2. Notice letter and mail list
3. Site Plan
4. Photometric Plan
5. Architectural Elevations
6. Letter re: architectural elevations design



City of Clive

1900 NW 114th Street

Clive, IA 50325-7077

Phone (515) 223-6221

www.cityofclive.com

APPLICATION FOR DEVELOPMENT REVIEW

PERMIT

STP25-000001 Site Plan

PROJECT LOCATION

1480 NW 86th Street

PROJECT DESCRIPTION

a distillery, featuring finishing, bottling,
packaging, distributing, and a tasting room with
outdoor patio

APPLICANT

Keith Weggen
4121 NW Urbandale Drive
Urbandale, IA 50322
(515) 369-4400
KeithW@cda-eng.com

DEVELOPER

Joseph Dehner
7500 University Ave, Ste. E
Clive, IA 50325
(515) 559-4879
joseph@dehnerdistillery.com

LANDSCAPE ARCHITECT

Civil Design Advantage
Keith Weggen
4121 NW Urbandale Drive
Urbandale, IA 50322
(515) 369-4400
KeithW@cda-eng.com

APPLICATION DATE

01/16/2025

PROJECT NAME

Dehner Distillery

PROPERTY OWNER

Joseph Dehner
7500 University Ave, Ste. E
Clive, IA 50325
(515) 559-4879
joseph@dehnerdistillery.com

PROJECT MANAGER

Civil Design Advantage
Keith Weggen
4121 NW Urbandale Drive
Urbandale, IA 50322
(515) 369-4400
KeithW@cda-eng.com

ARCHITECT

Rains Architecture
Jeff Rains
8797 NW 54th Avenue, Ste 300
Johnston, IA 50131
(515) 314-8696
jeff@rainsarch.com

MEETING DATES

PLANNING & ZONING COMMISSION

07/01/2025

CITY COUNCIL

07/24/2025



May 23, 2025

Re: 1480 NW 86th ST - Dehner Distillery

Dear Property Owner:

Keith Weggen has submitted a Site Plan to the City of Clive to allow for construction of a distillery featuring finishing, bottling, packaging, distributing, and a tasting room with outdoor patio located at 1480 NW 86th Street.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., Jun 03, 2025. You may attend this meeting in person in the Public Safety Facility Training Room, 8800 Hickman Road, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the City's website at http://www.cityofclive.com/connect/boards_and_commissions/

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on Jun 26, 2025, also to be hosted in person at the above address and virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. City Council meeting agendas are available on the City's website at http://www.cityofclive.com/connect/city_council/

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Council's meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

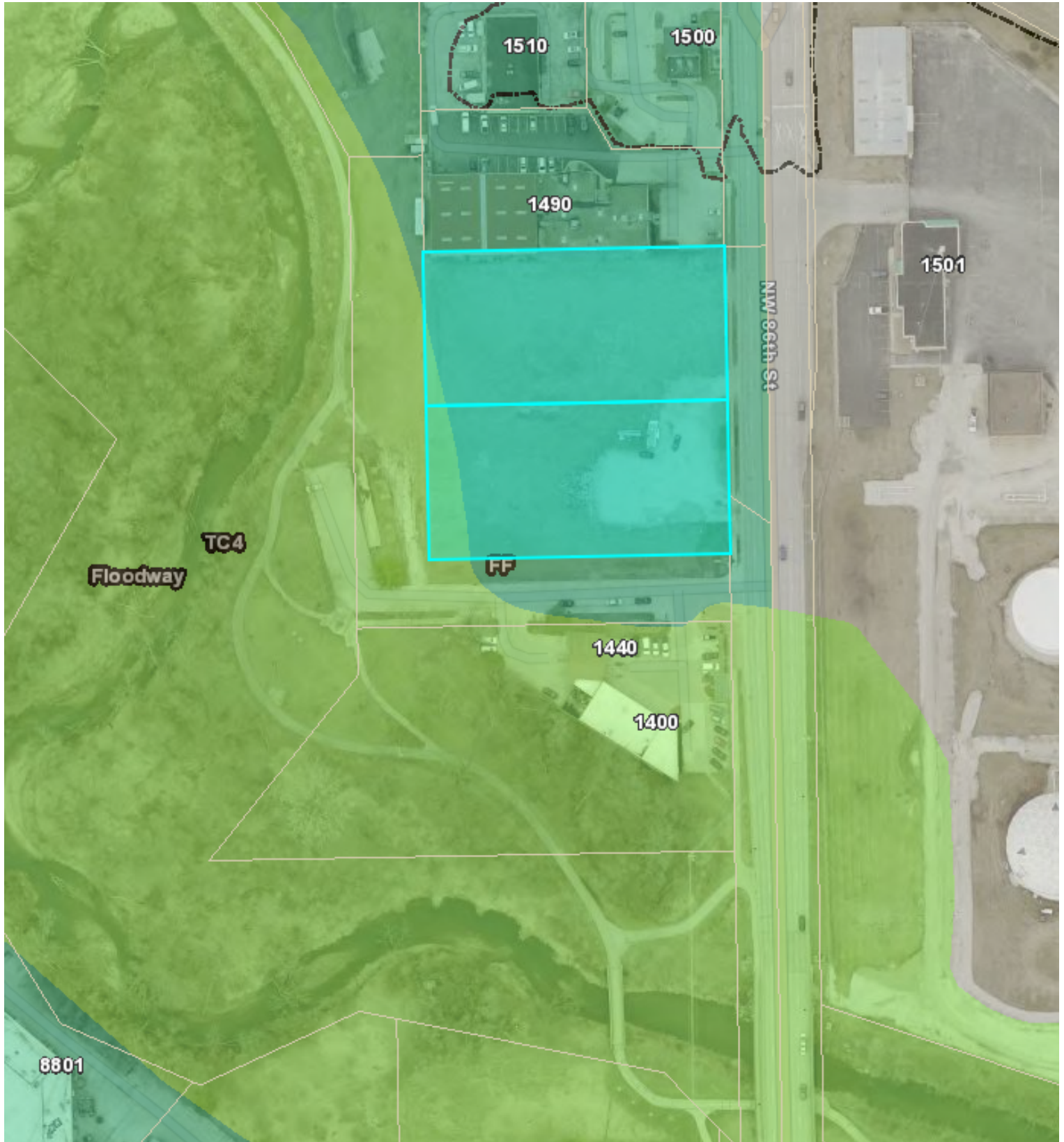
Sincerely,

A handwritten signature in dark ink that reads "Amanda Grutzmacher".

Amanda Grutzmacher

AGRUTZMACHER@CITYOFCLIVE.COM

LOCATION MAP



DEHNER, JOE
3200 VINE ST
WEST DES MOINES, IA 50265-3249

SPUZELLO, EDWARD J
1855 NW 126TH CT
CLIVE, IA 50325-7402

DONLIN INVESTING LLC
1492 NW 86TH ST
CLIVE, IA 50325-1016

1500 CLIVE LLC
2222 GRAND AVE
DES MOINES, IA 50312-5339

EDWARD J SPUZELLO TRUST
1855 NW 126TH CT
CLIVE, IA 50325-7402

HARLE PROPERTIES
1510 NW 86TH ST
CLIVE, IA 50325-1034

PERPETUAL LLC
6920 POINTE INVERNESS WAY STE 301
FORT WAYNE, IN 46804-7926

BUCKEYE TERMINALS LLC
PO BOX 56169
HOUSTON, TX 77256-6169

THE RACK BILLIARDS CLUB LLC
8801 UNIVERSITY AVE
CLIVE, IA 50325-6247

KNAPP PROPERTIES
5000 WESTOWN PKWY STE 400
WEST DES MOINES, IA 50266-5921

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

SITE PLAN AND PRELIMINARY PLAT FOR:
DEHNER DISTILLERY

PLAT 1
1480 NW 86TH STREET, CLIVE, IA

VICINITY MAP

NOT TO SCALE



CLIVE, IOWA

OWNER / APPLICANT

DEHNER DISTILLERY
7500 UNIVERSITY AVE, SUITE E
CLIVE, IA 50325
CONTACT: JOSEPH DEHNER
EMAIL: JOSEPH@DEHNERDISTILLERY.COM
PH: (515) 559-4879

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: KEITH WEGGEN
EMAIL: KEITHW@CDA-ENG.COM
PH. (515) 369-4400

ARCHITECT

RAINS ARCHITECTURE
8797 NW 54TH AVE, SUITE 300
JOHNSTON, IA 50131
CONTACT: JEFF RAINS
EMAIL: JEFF@RAINSARCH.COM
PH: (515) 314-8696

BENCHMARKS

ARROW HEAD ON HYDRANT IN THE EAST ROW OF 86TH STREET ACROSS THE STREET FROM SITE:
ELEVATION = 838.90

CLIVE BM#5: SW QUAD 86TH @ ALICES:
ELEVATION = 886.02

DATE OF SURVEY

MARCH 11, 2024

SUBMITTAL DATES

REVIEW SET: 09/27/2024
SUBMITTAL #1: 01/17/2025
SUBMITTAL #2: 02/07/2025
SUBMITTAL #3: 03/28/2025
SUBMITTAL #4: 05/27/2025
SUBMITTAL #5: 06/12/2025
SUBMITTAL #6: 06/30/2025

ZONING

TC4 (TOWN CENTER-SOUTH END DEVELOPMENT AREA)

FLOODWAY OVERLAY DISTRICT - FW

FLOODWAY FRINGE OVERLAY DISTRICT - FF

FEMA INFORMATION:

PANEL NUMBER: 1915300326F
EFFECTIVE DATE: FEBRUARY 1, 2019
DESIGNATION: ZONE AE
LOT BFE: 841.54

DEVELOPMENT SUMMARY

SITE AREA: 85,325 SF (1.959 ACRES)

ZONING: TC4 (TOWN CENTER-SOUTH END DEVELOPMENT AREA)

SETBACKS
FRONT YARD: 0 FEET MIN - 15 FEET MAX
SIDE YARD: 12.5 FEET
REAR YARD: 35 FEET
FIRE CODE BUILDING SEPARATION: 20 FEET

BUILDING AREAS
TASTING ROOM (ASSEMBLY GROUP A-2) 1,575 SF
OUTDOOR PATIO (ASSEMBLY GROUP A-2) 730 SF
OFFICE (BUSINESS GROUP B-1) 770 SF
DISTILLERY AND BOTTLING (FACTORY GROUP F-1) 3,540 SF
STORAGE (STORAGE GROUP S-1) 14,175 SF
20,790 SF

PATIO 730 SF

NUMBER OF EMPLOYEES: 2 EMPLOYEES

PARKING REQUIREMENTS
TASTING ROOM,
DRINKING ESTABLISHMENTS/LOUNGE (1,200 SF)
20 SPACES/ 1,000 GFA: 24 SPACES
2 EMPLOYEES: 2 SPACES
PATIO AREA (730 SF)
10 SPACES/ 1,000 SF OF OUTDOOR AREA
OFFICE (2,920 SF)
3 SPACES/ 1,000 SF OF GFA: 8 SPACES
STORAGE/BOTTLING/DISTILLERY (14,500 SF)
1 SPACE/ 1,000 SF OF GFA: 9 SPACES
15 SPACES
58 SPACES

PARKING PROVIDED
STANDARD 51 SPACES
TRUCK PARKING 3 SPACES
OFF-SITE(FUTURE) 10 SPACES
ADA: 3 SPACES
67 SPACES

INDEX OF SHEETS

NO.	DESCRIPTION	COVER SHEET
C0.1	COVER SHEET	
C1.1	TOPOGRAPHIC SURVEY/DEMOLITION PLAN	
C2.1	DIMENSION PLAN	
C3.1	GRADING PLAN	
C3.2	EROSION AND SEDIMENT CONTROL PLAN	
C4.1	UTILITY PLAN	
C5.1-C5.4	DETAILS	
L1.1	LANDSCAPE PLAN	

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SECTION CORNER AS NOTED
SECTION LINE	1/2" REBAR, YELLOW CAP #15980 (UNLESS OTHERWISE NOTED)
CENTER LINE	PLATTED BEARING & DISTANCE
RIGHT OF WAY	MEASURED BEARING & DISTANCE
BUILDING SETBACK	RECORDED BEARING & DISTANCE
PERMANENT EASEMENT	DEEDED BEARING & DISTANCE
TEMPORARY EASEMENT	MINIMUM PROTECTION ELEVATION
TYPE SW-501 STORM INTAKE	PUBLIC UTILITY EASEMENT
TYPE SW-502 STORM INTAKE	CENTERLINE
TYPE SW-503 STORM INTAKE	SECTION LINE
TYPE SW-505 STORM INTAKE	EASEMENT LINE
TYPE SW-506 STORM INTAKE	TELEPHONE LINE
TYPE SW-512 STORM INTAKE	CABLE TELEVISION LINE
TYPE SW-513 STORM INTAKE	FIBER OPTICS LINE
TYPE SW-401 STORM MANHOLE	WATERMAIN
TYPE SW-402 STORM MANHOLE	STORM SEWER
FLARED END SECTION	SANITARY SEWER
TYPE SW-301 SANITARY MANHOLE	WOOD FENCE
STORM/SANITARY CLEANOUT	FIELD FENCE
WATER VALVE	GAS LINE
FIRE HYDRANT ASSEMBLY	ELECTRIC LINE
SIGN	OVERHEAD ELECTRIC LINE
DETECTABLE WARNING PANEL	GAS MANHOLE
WATER CURB STOP	MONITORING WELLS
SANITARY SEWER	FLARED END SECTION
SANITARY SERVICE	TRAFFIC SIGNAL CONTROL
STORM SEWER	CLEANOUT
STORM SERVICE	GAS APPARATUS
WATERMAIN WITH SIZE	AIR CONDITIONER
WATER SERVICE	TELEPHONE PEDESTAL
SAWCUT (FULL DEPTH)	WATER VALVE
SILT FENCE	FIRE HYDRANT
USE AS CONSTRUCTED	ELECTRIC TRANSFORMER
MINIMUM PROTECTION ELEVATION	ELECTRIC METER BOARD
	MAIL BOX
	SIGN
	POWER POLE
	TELEVISION PEDESTAL
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	ROUND STORM SEWER INTAKE
	STORM SEWER INTAKE
	FLAG POLE
	SPRINKLER BOX
	BUSH
	CONIFEROUS TREE
	DECIDUOUS TREE
	STREET LIGHT
	OVERHEAD LIGHT
	HANDICAPPED PARKING
	ROOF DRAIN
	TRAFFIC LIGHT
	SEPTIC TANK
	YARD LIGHT



UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.



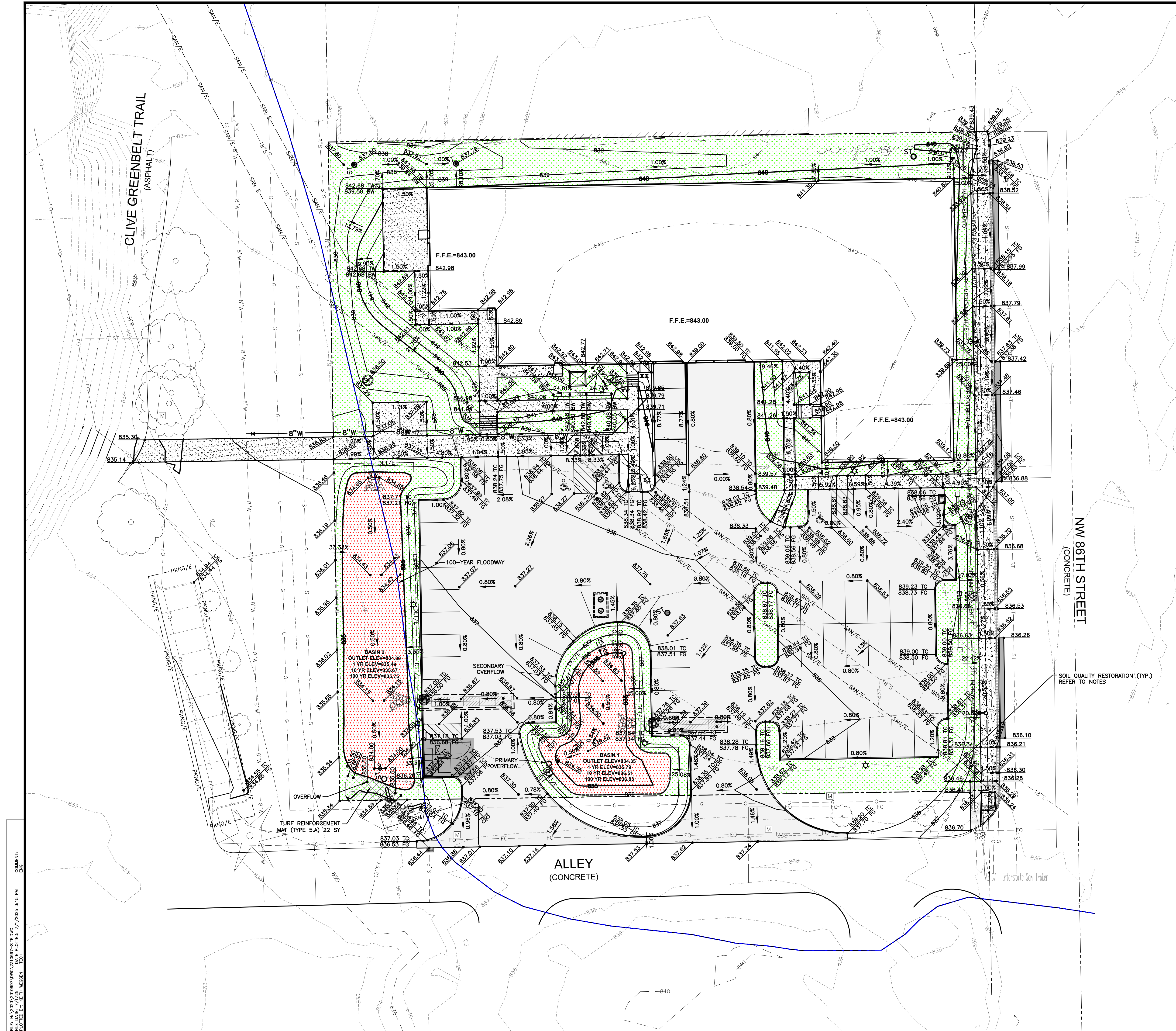
THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF CLIVE GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2025 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

	I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.
	DATE: 06/30/2025
ANY LICENSE RENEWAL DATE IS JUNE 30, 2026 PAGES OR SHEETS COVERED BY THIS SEAL:	
ALL SHEETS	





GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 8" OF TOPSOIL IS TO BE REMOVED AND STOCKPILED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SDGAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVED AREAS SHALL BE UNIFORM TO AVOID ROLLING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTY OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAIL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUTS TO BE 1/4" DEEP. SLOPE OF SAW CUTS TO BE 1/4" SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE. DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND INSPECTED PRIOR TO ANY GRADING OF EXISTING SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/INSTALLED AS SOON AS PRACTICAL.

SOIL QUALITY RESTORATION/TOPSOIL RESPREAD

1. ALL GREEN AREAS (EXCLUDING FUTURE BUILDING EXPANSION/PARKING AREAS) SHALL HAVE SOIL QUALITY RESTORATION (SQR) AS PART OF THE FINAL LANDSCAPING, PRIOR TO SEEDING OR INSTALLATION OF SOD.
2. 8" OF TOPSOIL SHOULD BE RESPIRED AND SHOULD CONTAIN OR BE AMENDED TO CONTAIN A MINIMUM OF 6% ORGANIC MATTER CONTENT.
3. IF TOPSOIL ORGANIC MATTER IS BELOW 8%, APPLY COMPOST AS NECESSARY TO ACHIEVE A MINIMUM OF 8% ORGANIC MATTER CONTENT. APPLY COMPOST IF REQUIRED BEFORE TILLAGE.
4. PERFORM TILLAGE AS NECESSARY TO A DEPTH OF 8" TO ADDRESS EXCESSIVE COMPACTION.
5. DO NOT RESPIRE TOPSOIL OR PERFORM TILLAGE OPERATIONS WHEN SOILS ARE WET.
6. PENETROMETER READINGS OF NO GREATER THAN 200 PSI TO A DEPTH OF 8". MINIMUM OF 10 LOCATIONS PER ACRE OF SQR.
7. AFTER COMPLETION OF SPOILS, FILL, OTHER MATERIALS, OR HEAVY EQUIPMENT ON THE RESTORED AREA.
8. CREATE AN ENGINEERED HEALTHY TOPSOIL PROFILE ONSITE WHERE TOPSOIL IS ABSENT BY APPLYING COMPOST TO THE EXISTING SUBSOIL. IF TOPSOIL WITH 8% ORGANIC MATTER IS REQUIRED, A PH OF 6.5 OR GREATER IS OPTIMAL. IDEAL MAXIMUM % CLAY SHOULD BE AROUND 20-27% IDEAL SOIL TEXTURE CLASS IS SANDY LOAM, OR LOAM.
9. IF TOPSOIL IS USED TO REPAIR OR REPLACE EXISTING TOPSOIL, THE EXISTING TOPSOIL SHOULD BE INSPECTED. REMOVE LARGE CLODS, ROOTS, LITTER, STONES LARGER THAN 1 INCH AND OTHER UNDESIRABLE MATERIAL. REMOVE SMALLER ROCKS AND GRAVEL IF THEY DENSELY COVER THE SURFACE IN A GIVEN AREA.
10. SAND AND GRAVEL SHOULD BE ADDED TO THE TOPSOIL TO INCREASE AIR INFILTRATION AND PERCOLATION RATES. SAND SHOULD BE ADDED IN A UNIFORM LAYER BEFORE TILLAGE. POTENTIAL RECOMMENDATION OF CY SAND/CY ORIGINAL MATERIAL IS 0.80 CY OF SAND TO 1 CY OF ORIGINAL MATERIAL. THIS IS RECOMMENDED TO TEST SITE SOILS TO DETERMINE ACTUAL SAND APPLICATION RATES.

SPOT ELEVATION REFERENCE NOTES

TC - TOP OF CURB
FG - FINISHED GRADE
TW - TOP OF WALL AT FINISH GRADE
BW - BOTTOM OF WALL AT FINISH GRADE
HP - HIGH POINT
LP - LOW POINT
OE - OVERFLOW ELEVATION
ME - MATCH EXISTING

DETENTION BASIN 1 STAGE-STORAGE

STAGE (FT)	ELEVATION (FT)	CONTOUR AREA (SF)	INCREMENTAL STORAGE (CF)	TOTAL STORAGE (CF)
0.00	834.35	0	0	0
0.65	835.00	1,505	489	489
1.65	836.00	2,353	1,929	2,418
2.65	837.00	3,674	3,014	5,432

DETENTION BASIN 2 STAGE-STORAGE

STAGE (FT)	ELEVATION (FT)	CONTOUR AREA (SF)	INCREMENTAL STORAGE (CF)	TOTAL STORAGE (CF)
0.00	834.00	0	0	0
0.50	834.50	2,352	588	588
1.00	835.00	3,845	1,549	2,137
1.50	835.50	4,392	2,059	4,197

NW 86TH STREET
(CONCRETE)

SOIL QUALITY RESTORATION (TYP.)
REFER TO NOTES

ALLEY
(CONCRETE)

CLIVE GREENBELT TRAIL
(ASPHALT)

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

R:	DRAFTED
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CLIVE, IOWA

CIVIL DESIGN ADVANTAGE

ENGINEER:

4

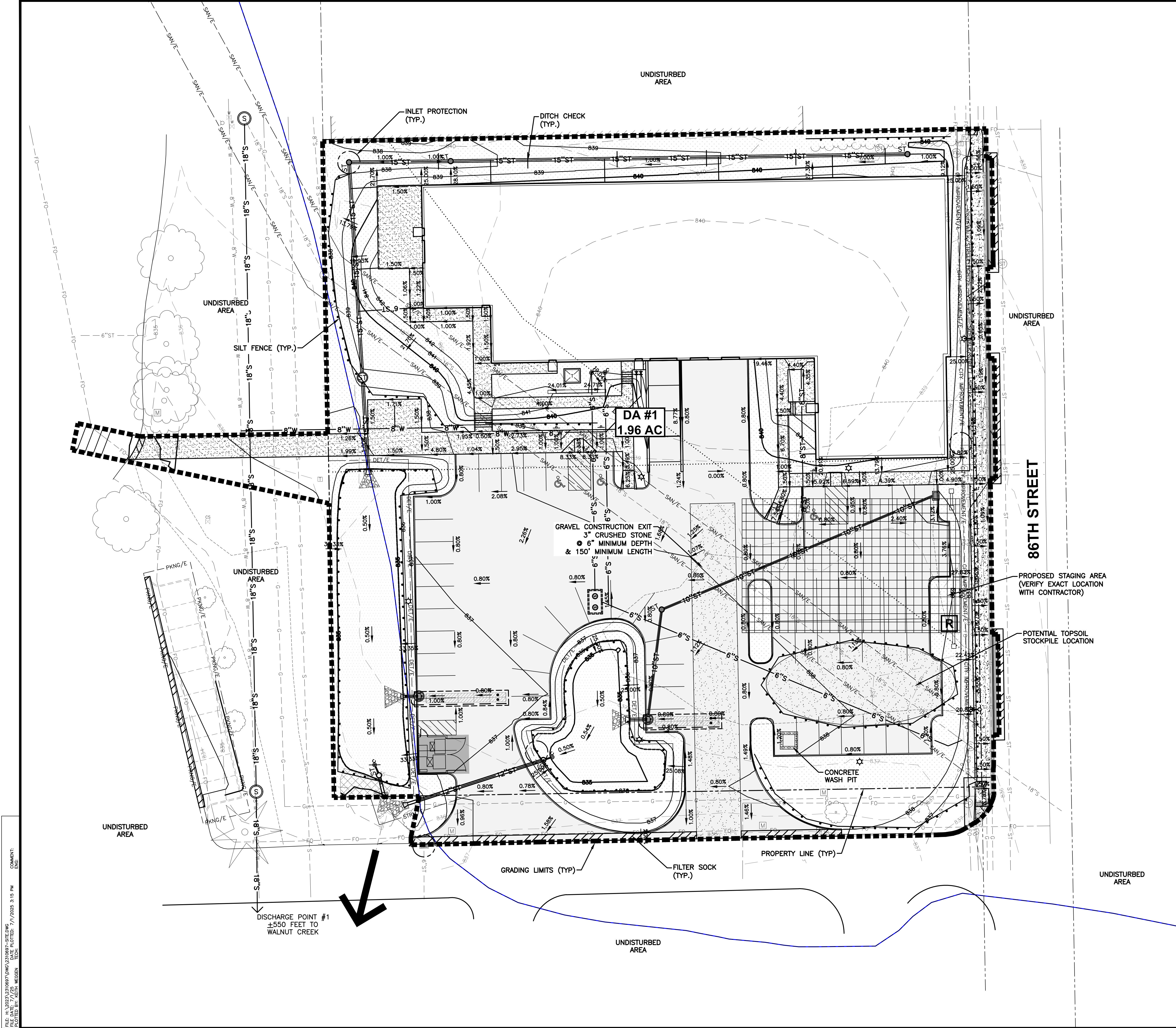
DEHNER DISTILLERY

GRADING PLAN

1480 NW 86TH STREET

DATE:
06/30/2025

SHEET NUMBER:
C3.1
2310.697



STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,480
2	DITCH CHECKS	LF	42
3	FILTER SOCK	LF	493
4	SEEDING, FERTILIZING, AND MULCHING	AC	0.75
5	INLET PROTECTION DEVICES	EA	4
6	CONCRETE WASHOUT PIT	EA	1

DISCHARGE POINT SUMMARY

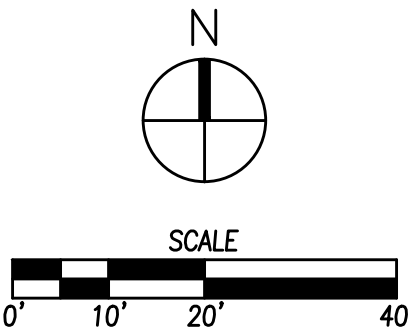
DISCHARGE POINT #1 TO FOURMILE CREEK ±550 FT	
TOTAL AREA DISTURBED TO DISCHARGE POINT	2.17 ACRES
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	7,822 CU FT
VOLUME PROVIDED IN FILTER SOCK (493 LF @ 2.0 CU FT/LF OF SOCK)	986 CU FT
VOLUME PROVIDED IN SILT FENCE (1,480 LF @ 4.5 CU FT/LF OF FENCE)	6,660 CU FT
VOLUME PROVIDED IN DITCH CHECK (42 LF @ 4.5 CU FT/LF)	189 CU FT
TOTAL VOLUME PROVIDED	7,835 CU FT

NOTES:

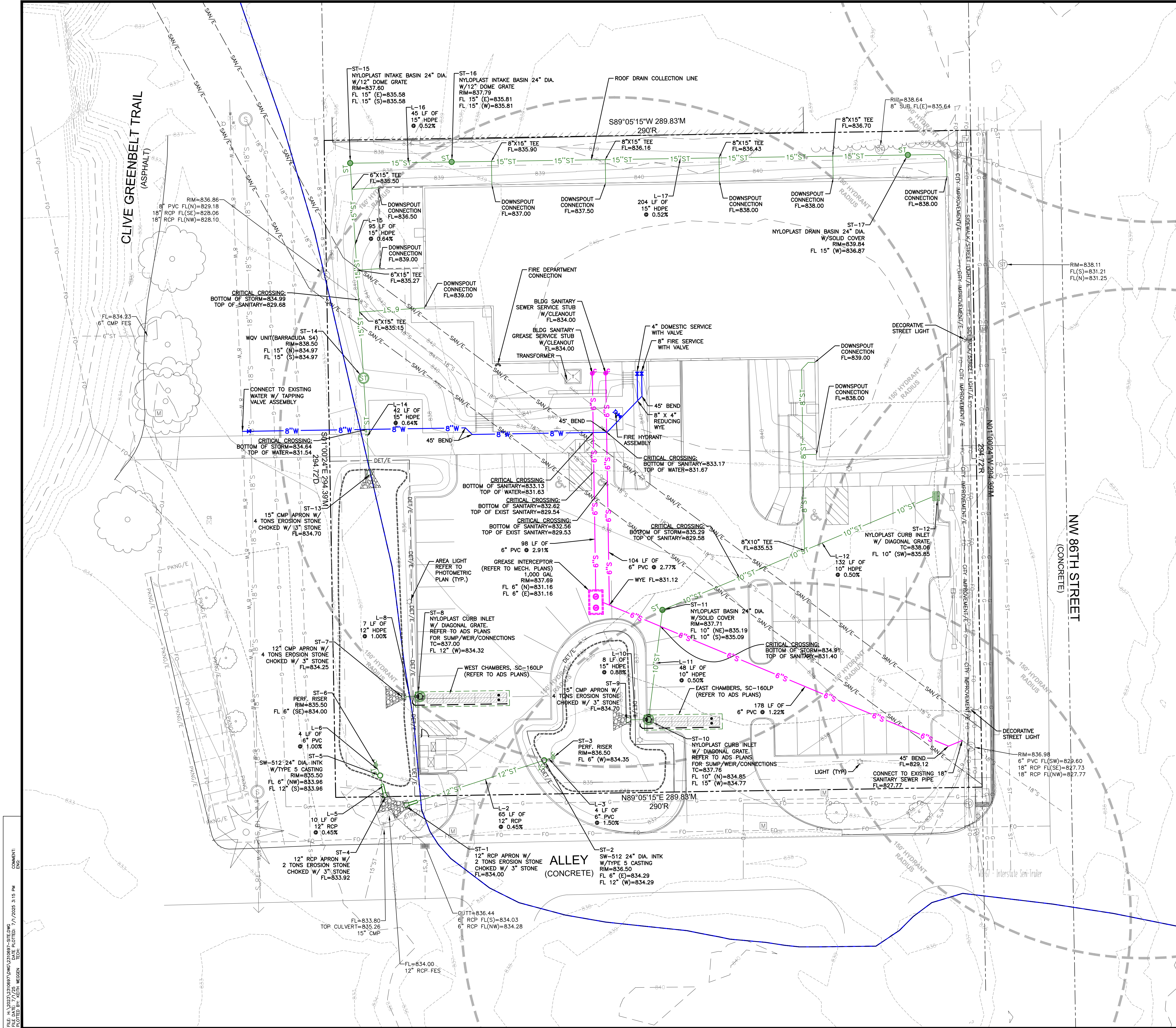
- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

SWPPP LEGEND

DRAINAGE ARROW	X.XX %
GRADING LIMITS	---
FILTER SOCK	
SILT FENCE	---
DITCH CHECK	---
INLET PROTECTION	○
PORTABLE RESTROOM	R
TEMPORARY STANDPIPE	●
CONCRETE WASHOUT PIT	□
AREA TO BE SEEDDED	▨
STRAW MAT	▨
UNDISTURBED AREA	▨
RIP-RAP	▨
GRAVEL ENTRANCE	▨
STAGING AREA	▨
TEMPORARY SEDIMENT TRAP	TST #
TEMPORARY SEDIMENT BASIN	TSB #



FILE: J:\UTILITY\2025\06\30\2025 UTILITY PLAN
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PLOT: 7/1/2025 3:15 PM
PLOTTER: PLOT01
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PLOTTER: PLOT01

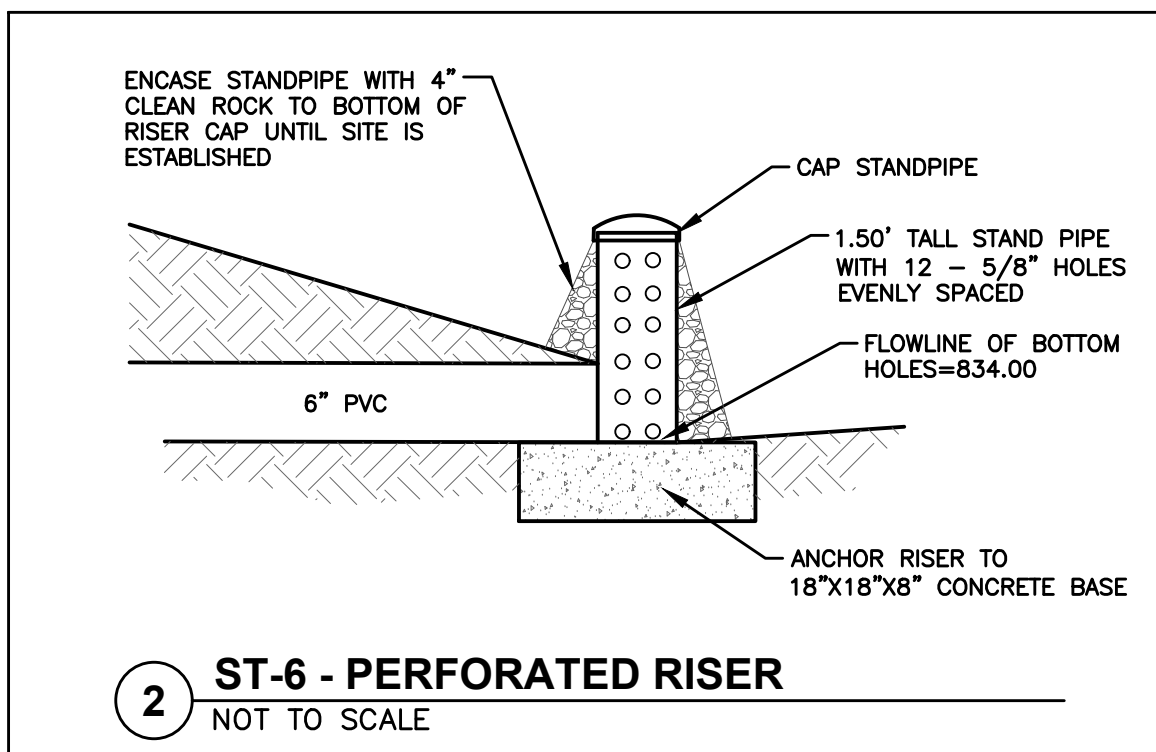
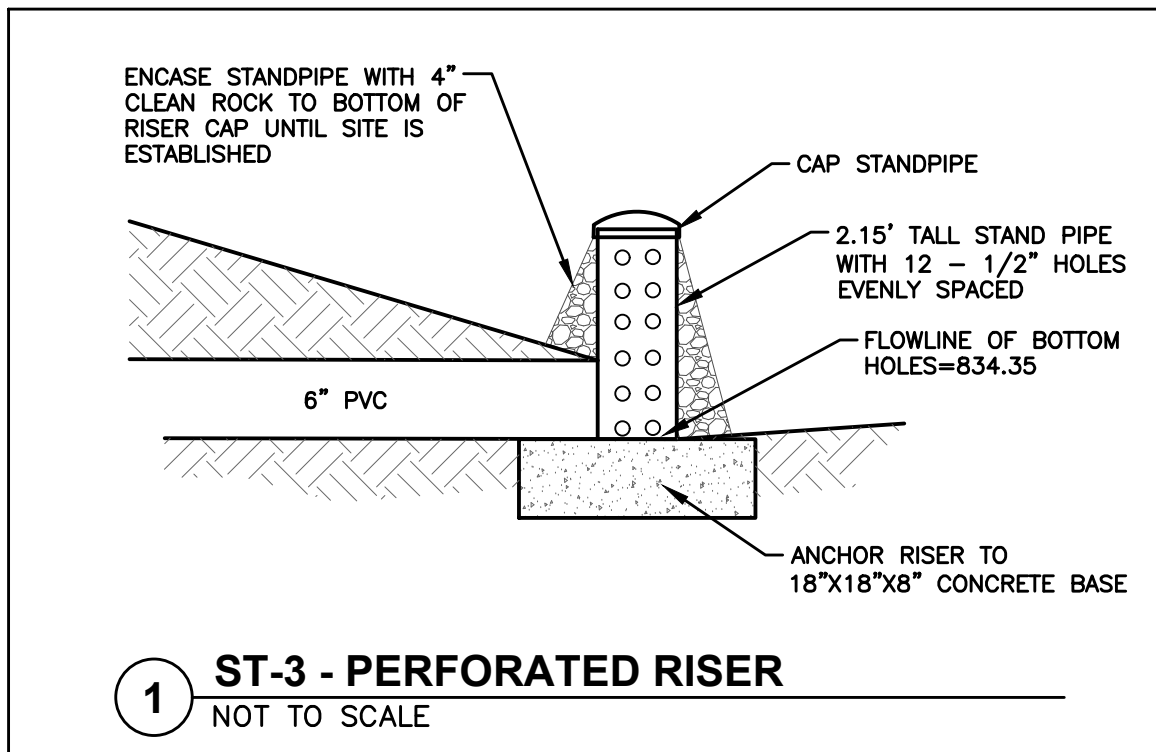


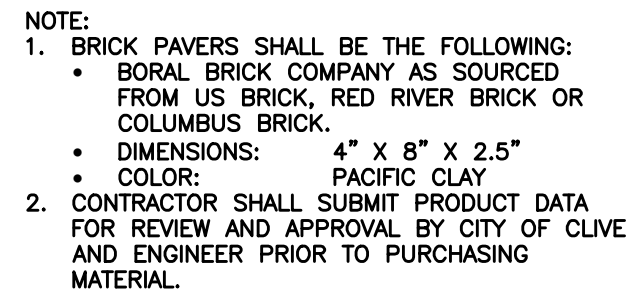
UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THEREOF. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, WHETHER PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.

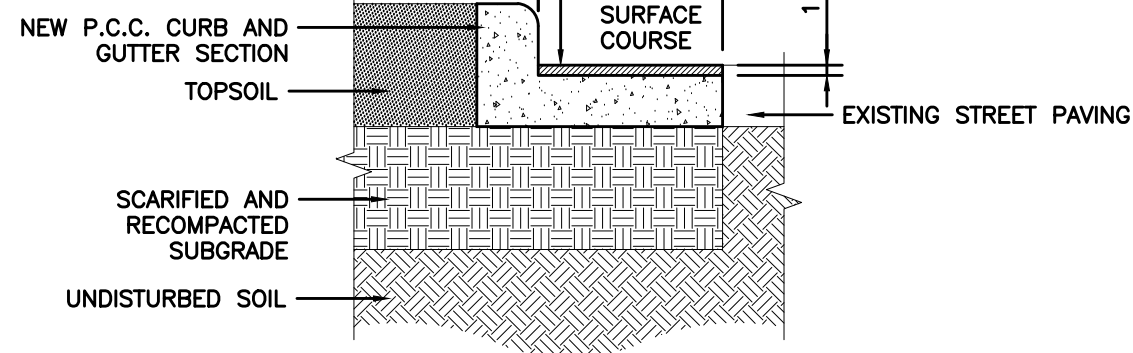
DECORATIVE STREET LIGHT NOTES

1. POWER TO BE PROVIDED FROM THE EXISTING CONTROL STATION CABINET LOCATED AT 1442 NW 86TH STREET (NORTH OF CAR-X).

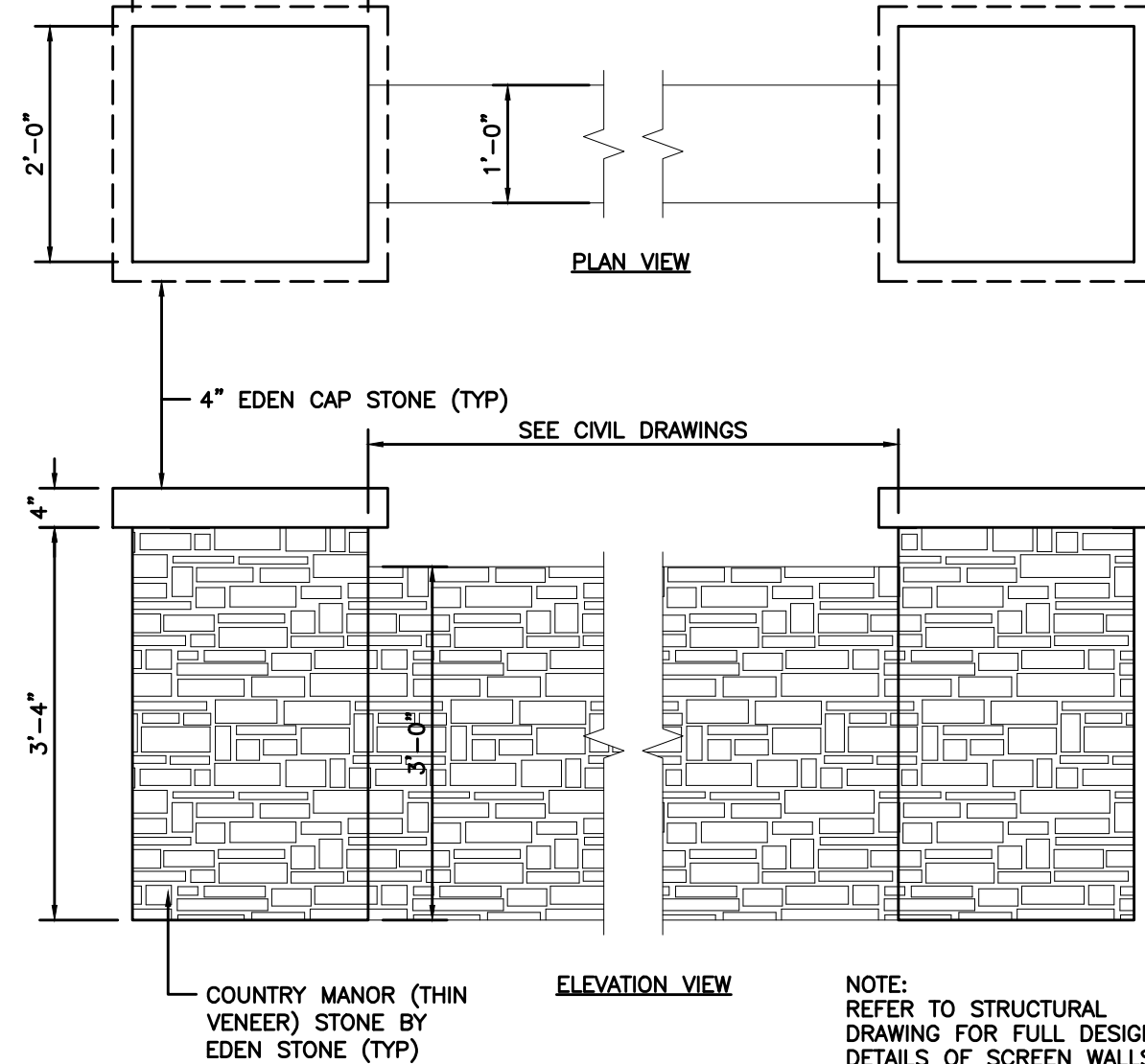




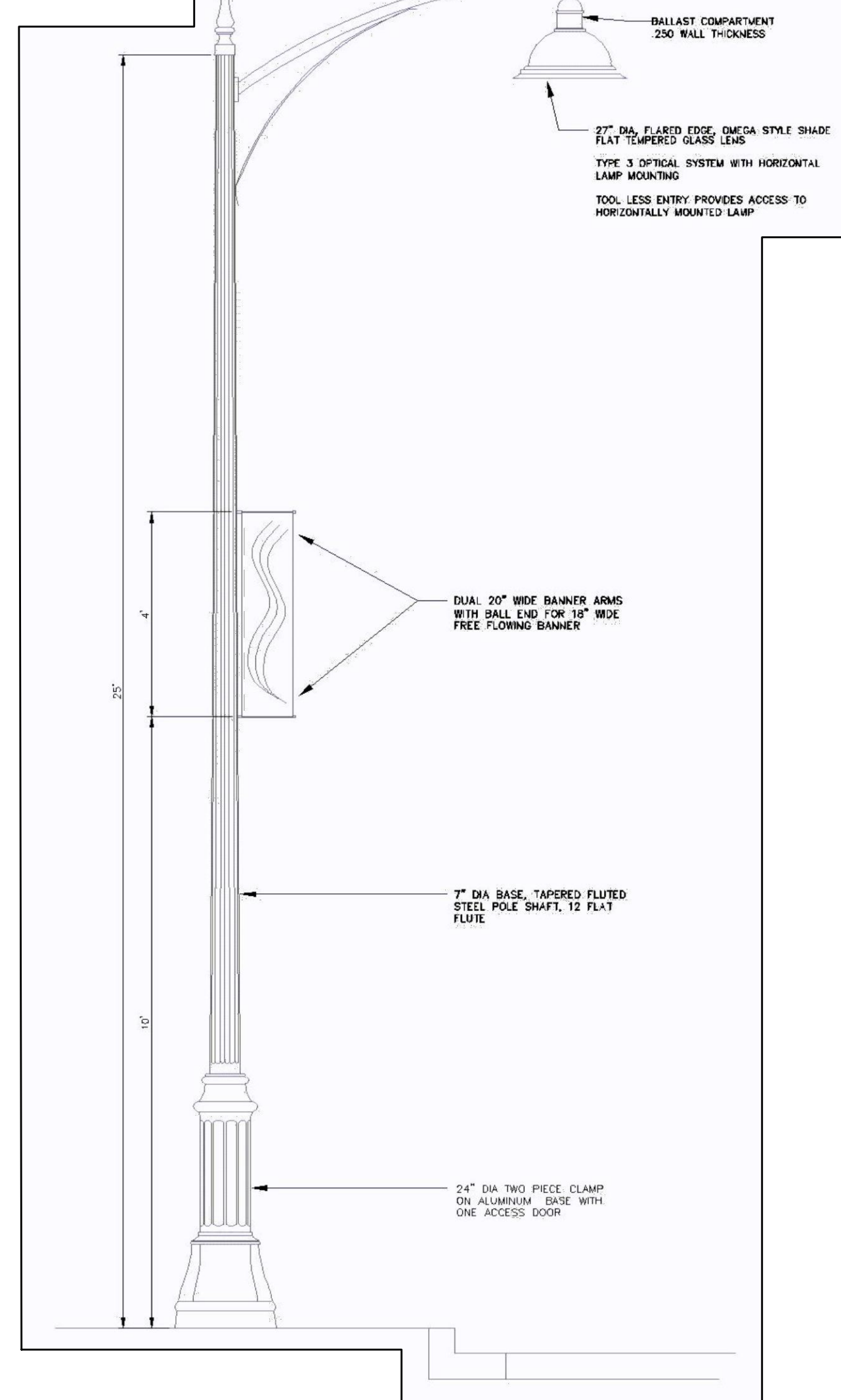
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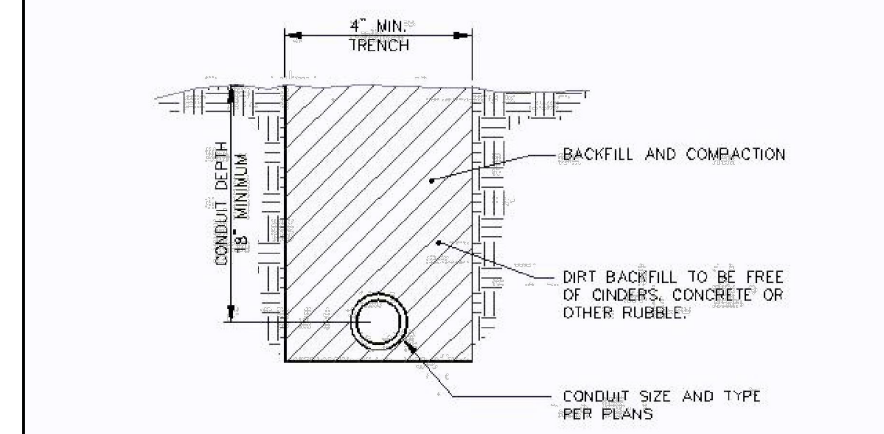
5 NW 86TH S
NOT TO SCALE



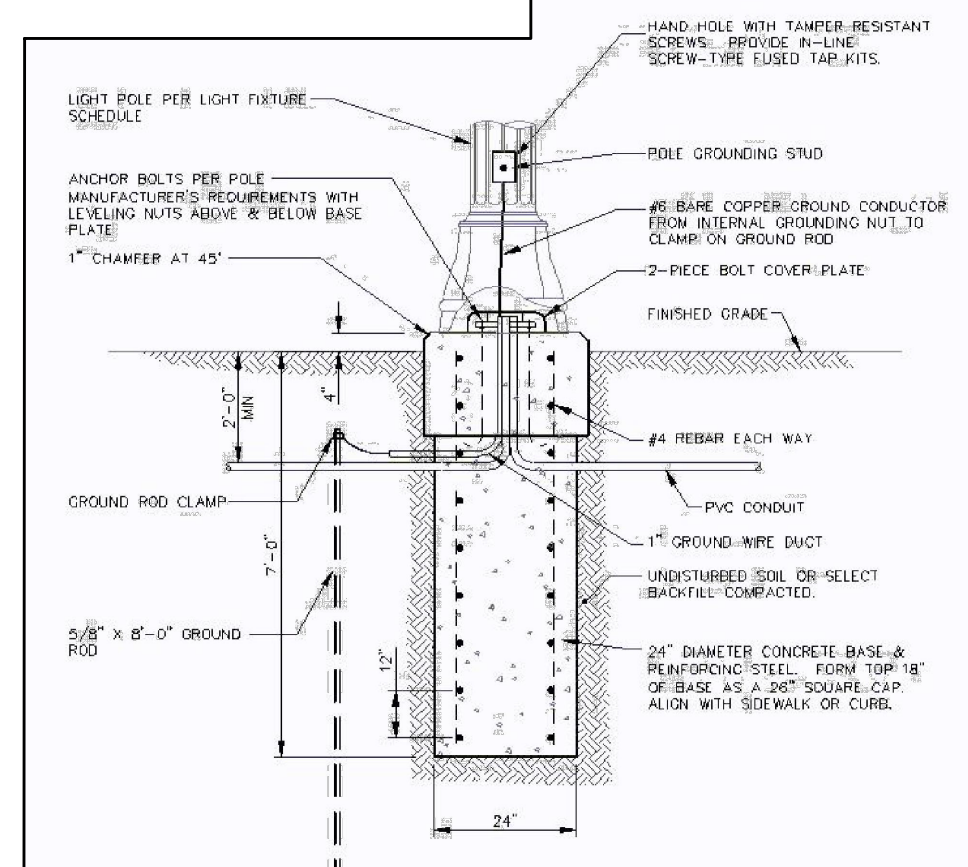
4 SCREEN W
NOT TO SCALE



3 DECORAT
NOT TO SCALE



2 **DECORAT**
NOT TO SCALE



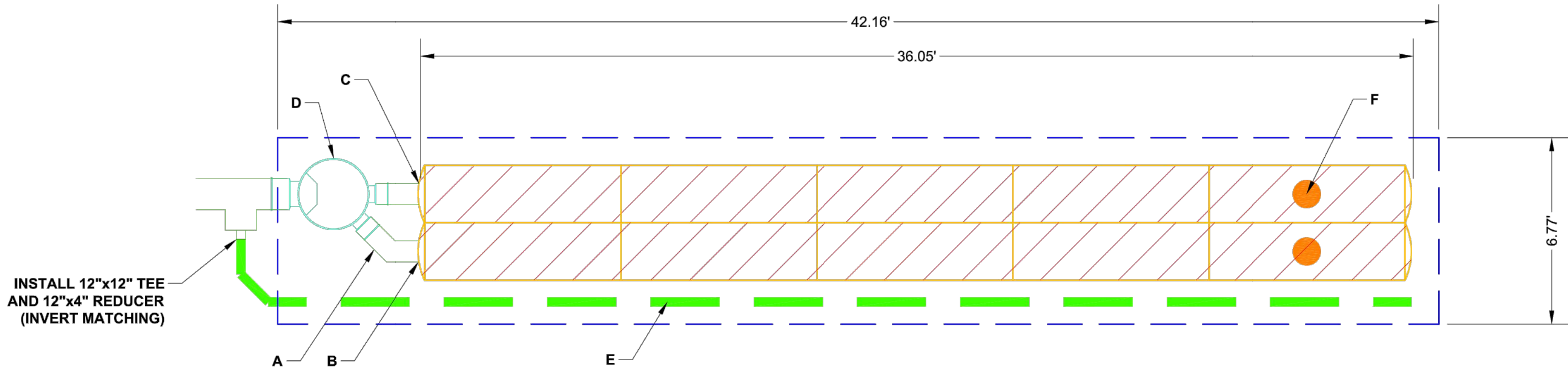
1 **DECORAT**
NOT TO SCALE

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FILE DATE: 7/1/23
PLOTTED BY: KETH WEGEN
COMMENT: ENG.

PROPOSED LAYOUT		PROPOSED ELEVATIONS	
10	STORMTECH SC-160LP CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	845.32
4	STORMTECH SC-160LP END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	836.99
6	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	836.49
6	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	836.49
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	836.49
269	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	835.82
		TOP OF SC-160LP CHAMBER:	835.32
		8" x 8" BOTTOM MANIFOLD INVERT:	834.40
		8" ISOLATOR ROW PLUS INVERT:	834.40
		8" BOTTOM CONNECTION INVERT:	834.40
285	SYSTEM AREA (SF)	BOTTOM OF SC-160LP CHAMBER:	834.32
97.8	SYSTEM PERIMETER (ft)	UNDERDRAIN INVERT:	834.32
		BOTTOM OF STONE:	833.82

PART TYPE		ITEM ON LAYOUT	DESCRIPTION	*INVERT ABOVE BASE OF CHAMBER	
MANIFOLD		A	8" x 8" BOTTOM MANIFOLD, MOLDED FITTINGS	0.96"	
PIPE CONNECTION		B	8" BOTTOM CONNECTION	0.96"	
PIPE CONNECTION		C	8" BOTTOM CONNECTION	0.96"	
NYLOPLAST STRUCTURE		D	30" DIAMETER (WITH 24" SUMP AND WEIR) W/WEIR AND ISO PLUS ROW		
UNDERDRAIN		E	4" ADS N-12 DUAL WALL PERFORATED HDPE UNDERDRAIN		
INSPECTION PORT		F	6" SEE DETAIL (TYP 2 PLACES)		

NOTE: THIS SYSTEM AS DESIGNED
CURRENTLY PROVIDES WQ TREATMENT
FOR FLOWS UP TO 1.10 CFS.



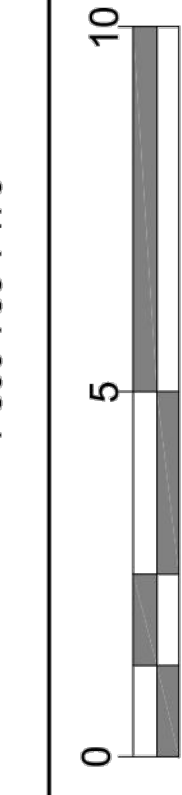
- ISOLATOR ROW PLUS
(SEE DETAIL)
- PLACE MINIMUM 12.50' OF ADSPLUS625 WOVEN GEOTEXTILE OVER BEDDING
STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL
CHAMBER INLET ROWS
- BED LIMITS

NOTES

- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- NOT FOR CONSTRUCTION: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

StormTech®
Chamber System

4840 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473



SHEET
2 OF 6

DEHNER DISTILLERY - WEST

CLIVE, IA, USA

DATE: 06/10/2025

DRAWN: JM

PROJECT #:

CHECKED: N/A

DESCRIPTION
THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION
WITHOUT THE EOR'S PRIOR APPROVAL. EOR SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE
LAW, REGULATIONS, AND PROJECT REQUIREMENTS.

1-800-821-6710 | WWW.STORMTECH.COM

DEHNER DISTILLERY
DETAILS

1480 NW 86TH STREET

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

DRAFTED:

REVISIONS

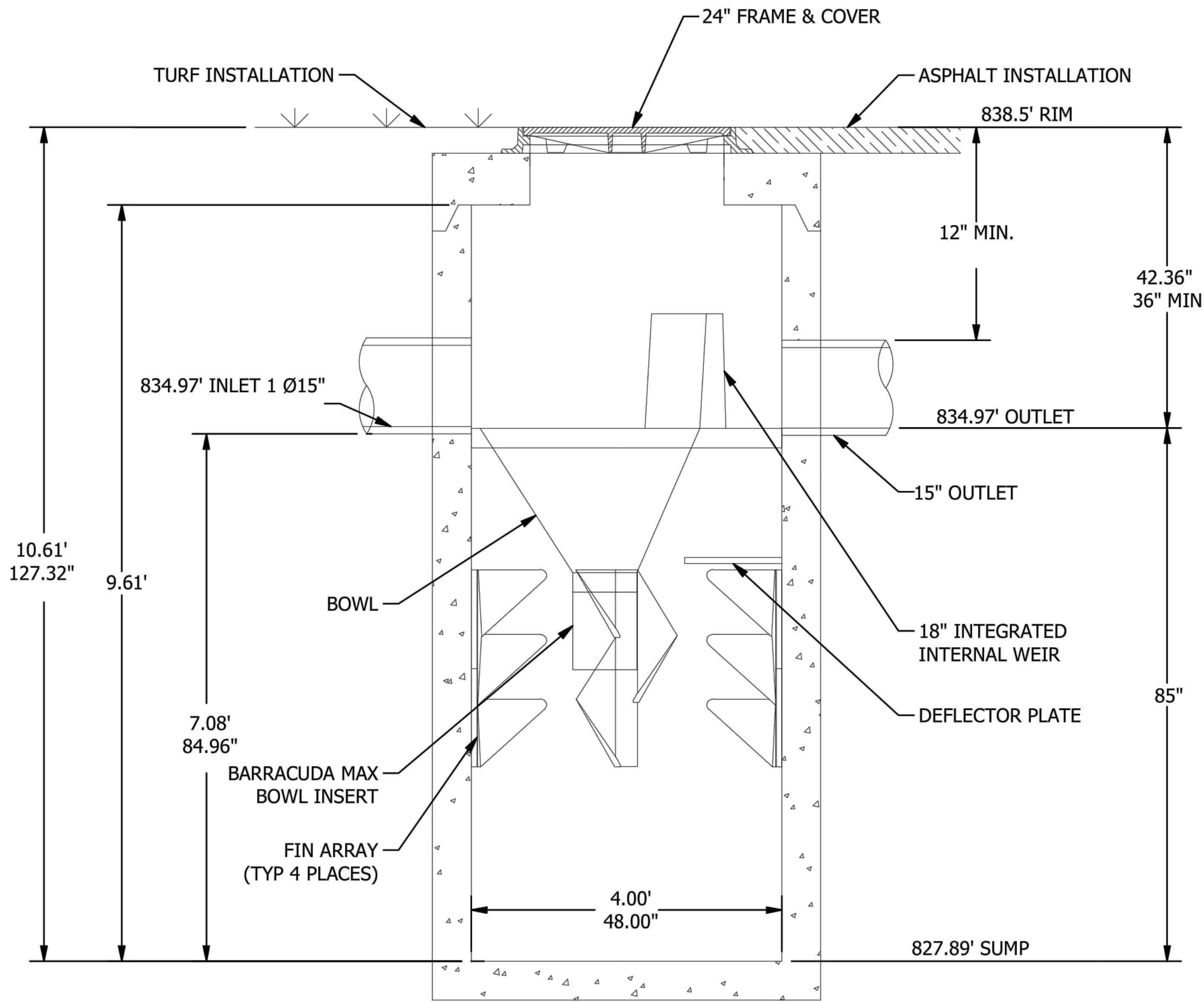
DATE

FILE: J:\IOWA\5015897\DWG\5015897.dwg
FILE DATE: 7/1/23
PLOTTER: HP DesignJet T120
PLOTTER BY: KETH WEGEN
COMMENT: ENG

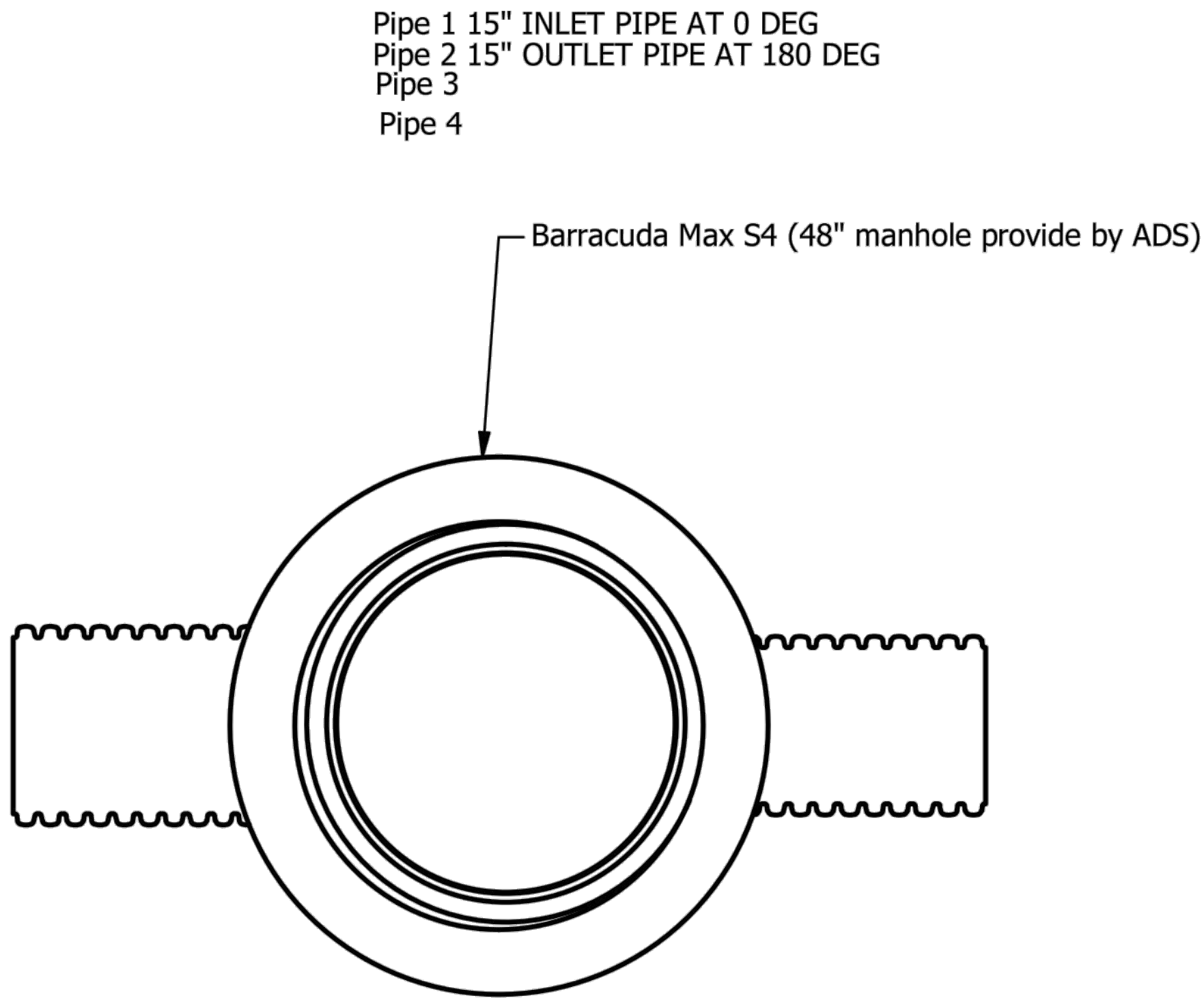
BARRACUDA MAX S4	
UNIT ID	ST-40
PEAK FLOW RATE (CFS)	6
TREATMENT FLOW RATE (CFS)	1.52

PRODUCT SPECIFICATIONS

- THE STORMWATER TREATMENT UNIT SHALL BE AN INLINE UNIT CAPABLE OF CONVEYING 100% OF THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.
- THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 80% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON FULL-SCALE THIRD PARTY TESTING USING OK-110 MEDIA GRADATION OR EQUIVALENT AND 300 mg/L INFLUENT CONCENTRATION. SAID FULL SCALE TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL MASS COLLECTED BY THE STORMWATER TREATMENT UNIT.
 - OR -
 - THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS USING A MEDIA MIX WITH d/50=75 MICRON AND 200 MG/L INFLUENT CONCENTRATION.
 - OR -
 - THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS PER PREVIOUS 2013 NJDEP/NJCAT HDS PROTOCOL.

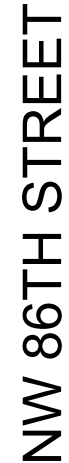


SECTION VIEW A-A
N.T.S.



PLAN VIEW
N.T.S.

DEHNER DISTILLERY CLIVE-IA	DATE: 6/10/25		DRAWN: XX	
	PROJECT #:		CHECKED: XX	
Barracuda Max Stormwater Separator		DATE	DRWN	CHKD
4640 TRUEMAN BLVD HILLIARD, OH 43026		NOT TO SCALE		
SHEET 2 OF 2		THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.		



1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2025 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF CUVE SUPPLEMENTALS, IF APPLICABLE, SHALL BE THE BASIS FOR ALL WORK, TO THE EXTENT THAT THEY DO NOT OTHERWISE NOTE.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z603.1.
4. ALL PLANT MATERIAL SHALL COME WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. BACKFILL TO TOP OF CURB, (MINUS 1 1/2" FOR SOD, SHOT, IF REQ.)
6. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
7. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES AND SHRUBS NOT LOCATED IN A ROCK MULCH BED TO A MINIMUM DEPTH OF 2" UNIFORM.
8. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
9. ALL DERIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES FOR THE PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE.
11. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

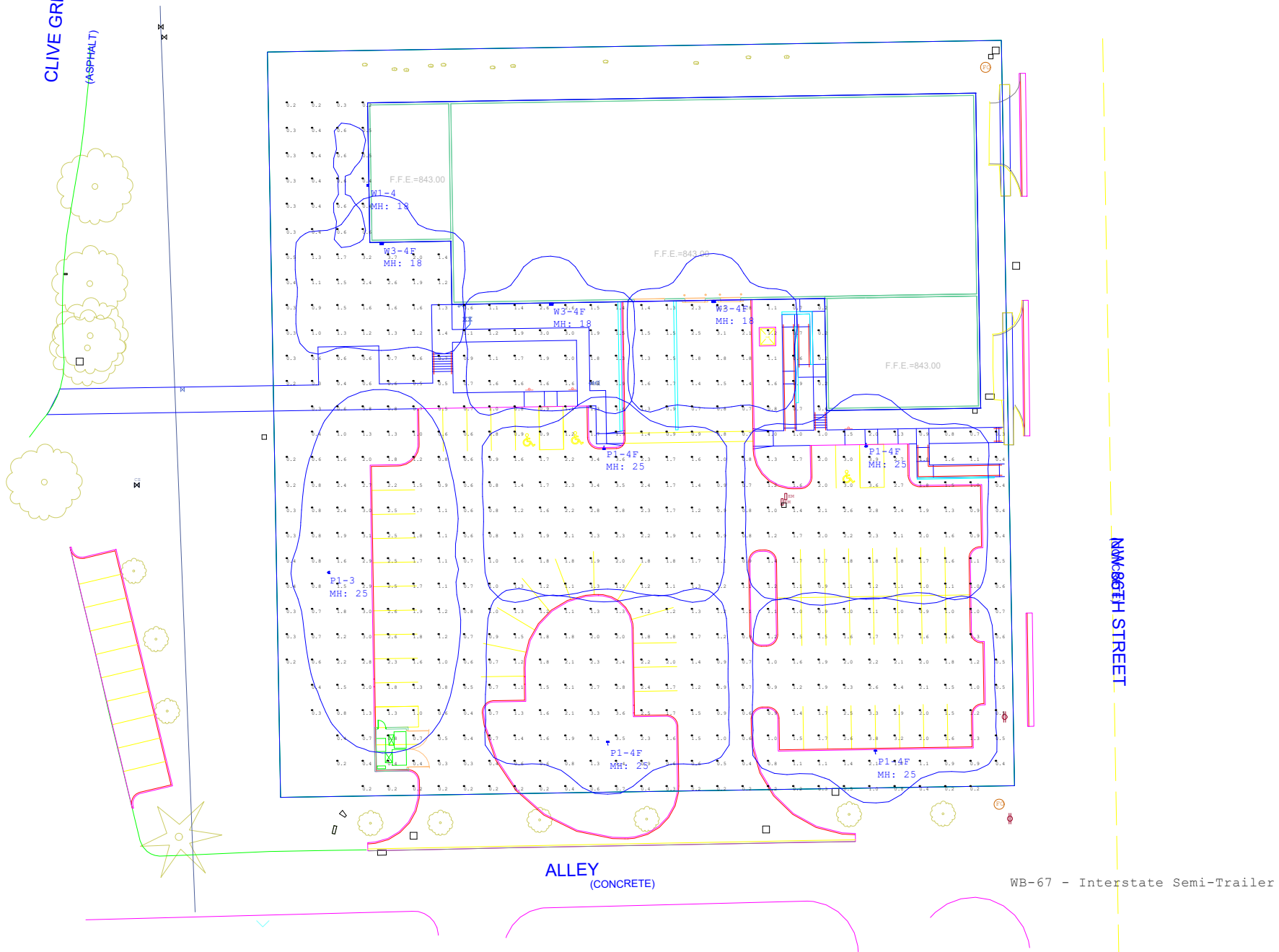
SITE AREA:	85,325 SF	*THIS REQUIREMENT SHALL BE INCLUDED IN THE MINIMUM NUMBER OF TREES REQUIRED FOR THE SITE AND IS NOT IN ADDITION TO.
<u>PROPOSED IMPERVIOUS AREA</u>		
BUILDING:	20,865 SF	
PAVING:	31,566 SF	
SIDEWALKS:	4,251 SF	
PATIO:	740 SF	
	57,422 SF	
<u>OPEN SPACE REQUIREMENTS</u>		<u>LANDSCAPE SCREENING</u>
OPEN SPACE REQUIRED:	17,065 SF (20.0%)	LANDSCAPE PLANTINGS USED FOR SCREENING SHALL BE PREDOMINANTLY EVERGREEN AND/OR PROVIDE SEASONAL INTEREST YEAR-ROUND.
OPEN SPACE PROVIDED:	27,903 SF (32.7%)	A MINIMUM HEIGHT OF APPROXIMATELY 48" AT MATURITY SHOULD BE PROVIDED.
<u>LANDSCAPE REQUIREMENTS (1.5 TREES/1,000 SF)</u>		
MINIMUM TREES REQUIRED:		SHRUBS & GRASSES PROVIDED: 49
(17,093 SF/1,000 SF)*1.5	26 TREES	<u>BUILDING FOUNDATION AND SIGN PLANTINGS</u>
TREES PROVIDED:		PLANTING AREAS SHALL BE INCLUDED AROUND GROUND MOUNTED SIGNS AND BUILDING FOUNDATIONS VISIBLE TO THE GENERAL PUBLIC OR RESIDENTIAL NEIGHBORS.
OVERSTORY (MIN 50%):	15 TREES (58%)	
ORNAMENTAL:	1 TREES (4%)	SHRUBS & GRASSES PROVIDED: 96
EVERGREEN (MIN 25%):	10 TREES (38%)	
TOTAL	26 TREES	<u>SPECIES DIVERSITY</u>
<u>FUTURE OFF STREET PARKING AREAS (1 TREE/ISLAND)</u>		NO SITE SHALL BE DOMINATED BY A SINGLE SPECIES OR GENUS OF TREES OR OTHER LANDSCAPING.
PARKING ISLANDS:	10 ISLANDS	FOR PROJECTS INSTALLING 20 OR MORE TREES, NO GENUS SHALL ACCOUNT FOR MORE THAN 20% OF THE TREES ON SITE.
TREES REQUIRED:	10 TREES*	
TREES PROVIDED:	11 TREES	MAX TREES OF ANY GENUS: 5 TREES
*THIS REQUIREMENT SHALL BE INCLUDED IN THE MINIMUM NUMBER OF TREES REQUIRED FOR THE SITE AND IS NOT IN ADDITION TO.		

PLANT SCHEDULE					
CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE	
OVERSTORY TREES					
LLR	4	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'	B&B, 2"	CALIPER
RBR	4	RIVERS BIRCH MULTI-TRUNK	BETULA NIGRA	B&B, 2"	CALIPER
SWO	1	SWAMP WHITE OAK	QUERCUS BICOLOR	B&B, 2"	CALIPER
TLP	4	TULIP POPLAR	LIRIODENDRON TULIPIFERA	B&B, 2"	CALIPER
EVERGREEN TREES					
JS	10	'SPARTAN' JUNIPER	JUNIPERUS CHINENSIS 'SPARTAN'	B&B, 6'	HEIGHT
ORNAMENTAL TREES					
ABS	1	AUTUMN BRILLIANCE APPLE SERVICEBERRY	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	B&B, 1.5"	CALIPER
SHRUBS					
AWW	10	ARROWWOOD VIBURNUM	VIBURNUM DENTATUM 'ARROWWOOD'	CONT, 24"	HEIGHT
CBH	4	COMPACT BURNING BUSH	EUNOMIA ALATUS 'COMPACTUS'	CONT, 24"	HEIGHT
CBX	6	CHOCOLADO GREEN BOXWOOD	BUXUS X 'GLENCOE'	CONT, 18"	HEIGHT
CH	4	IVORY HALO®TATARIAN DOGWOOD	CORNUS ALBA 'BALHAHO'	CONT, 3 GAL	
DJA	11	DENSE ANGO-JAPANESE YEW	TAXUS X MEDIA 'DENSIFORMIS'	CONT, 18"	HEIGHT
EGL	15	EMERALD GREEN ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	CONT, 24"	HEIGHT
GLS	3	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	CONT, 18"	HEIGHT
OS	4	GOLDEN SPIREA	SPIRAEA X BUNALBA 'GOLDFLAME'	CONT, 1 GAL	
HUJ	21	HICKS ANGO-JAPANESE YEW	TAXUS X MEDIA 'THICKSI'	CONT, 24"	HEIGHT
IBH	4	INCREDIBALL®HYDRANGEA	HYDRANGEA ARBORESCENS 'ABETWO'	CONT, 18"	HEIGHT
JC	6	GOLD CONE COMMON JUNIPER	JUNIPERUS COMMUNIS 'GOLD CONE'	CONT, 3 GAL	
UJ	3	GOLDEN CARPET JUNIPER	JUNIPERUS HORIZONTALIS 'GOLDEN CARPET'	CONT, 3 GAL	
NBK	8	NEEDLE BRUSH	PHYSCOCARPUS OPIULIFOLIUS	CONT, 24"	HEIGHT
RR	6	FINE LINE BUXTHORN	RHAMNUS FRANGULA 'FINE LINE'	CONT, 3 GAL	
RTD	12	ARCTIC FIRE®RED TWIG DOGWOOD	CORNUS STOLONIFERA 'FARROW'	CONT, 3 GAL	
GRASSES					
KF	18	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	CONT, 1 GAL	
MP	33	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	CONT, 3 GAL	

BETWEEN APRIL 1 AND JUNE 30, USE THE FOLLOWING SEED MIXTURE FOR AREAS DESIGNATED FOR NATIVE GRASS AND FORBS (WILDFLOWER) SEEDING.

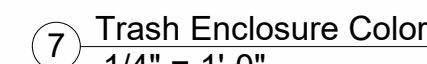
COMMON NAME	SCIENTIFIC NAME	FL/SPR AC/**
GRASSES		
BIG BLUESTEM*	ANDROPOGON GERARDI	1.0 LBS.
CANADA WILD RYE	ELYMUS CANADENSIS	1.5 LBS.
INDIANGRASS*	SORGHASTRUM NUTANS	1.0 LBS.
LITTLE BLUESTEM*	SCHIZACHYRUM SCOPARIUM	2.0 LBS.
SIDE-OATS GRAMA*	BOULELOU CURTIPENDULA	2.5 LBS.
SWITCHGRASS*	PANICUM VIRGATUM	2.0 LBS.
FORBS (WILDFLOWERS)		
BLACK-EYED SUSAN	RUDBECKIA HIRTA	3.0 OZ.
BUTTERFLY MILKWEED	ASCLEPIAS TUBEROSA	4.0 OZ.
ANEMONE ANEMONE	ANEMONE CANADENSIS	0.02 OZ.
COMMON MOUNTAINMINT	PYCNANTHEMUM VIRGINIANUM	0.25 OZ.
GOLDEN ALEXANDERS	ZIZIA AUREA	8.0 OZ.
GREY-HEADED CLOVERFLW	RATIBIDA PINNATA	2.75 OZ.
HEATH ASTER	SYMPHYOTRICHUM ERICOIDES	0.25 OZ.
BROWNWEED	VERONIA FAXICULATA	3.0 OZ.
NEW ENGLAND ASTER	SYMPHYOTRICHUM NOVAE-ANGLIAE	1.25 OZ.
OHIO SPIDERWORT	TRIDESANTIA OHIENSIS	7.0 OZ.
OXYEYE SUNFLOWER	HELIOPSIS HELIANTHOIDES	12.0 OZ.
PURPLE CLOVERFLW	EGHINACIA PALUDIS	15.0 OZ.
PARTBURDIA PEA	CHAMAECRISTA FASCICULATA	32.0 OZ.
PRAIRIE BLAZING STAR	LIASTRIS Pycnostachya	4.5 OZ.
PURPLE PRAIRIE CLOVER	DALEA PURPUREA	2.5 OZ.
PRAIRIESNAKE MASTER	ERYNGIUM YUCIFOLIUM	1.75 OZ.
SHOWY GOLDENROD	SOLIDAGO SPECIOSA	0.02 OZ.
STIFF GOLDENROD	SOLIDAGO RIGIDA	1.0 OZ.
SWAMP MILKWEED	ASCLEPIAS INCARNATA	4.0 OZ.
WHITE WILD INDIGO	BAPTISIA ALBA	2.0 OZ.
WILD BERGAMOT	MONARDA FISTULOSA	1.25 OZ.
NURSE CROP		
OATS (SPRING SEEDING - APRIL 1 TO JUNE 30)		32 LBS.
WINTER WHEAT (DORMANT/FROST SEEDING - NOVEMBER 1 TO MARCH 31)		25 LBS.

* FURNISH SEED CERTIFIED AS SOURCE IDENTIFIED CLASS (YELLOW TAG) SOURCE GO-IOWA.
 ** SEEDING RATES FOR NATIVE GRASS AND FORB SPECIES ARE GIVEN AS PLS. EITHER THE GERMINATION TEST OR TETRAZOLIUM (TZ) TEST IS ACCEPTABLE TO DETERMINE PLS FOR NATIVE SPECIES.



Luminaire Schedule					
Symbol	Qty	Description	Tag	Mounting Height	BUG Rating
	3	VPW2-80L-45-35K8-4F (3500 K)	W3-4F	18	B1-U0-G2
	1	VPW1-24L-15-35K8-4W (3500 K)	W1-4	18	B0-U0-G1
	4	VP-1-160L-115-35K8-4F (3500 K)	P1-4F	25	B2-U0-G2
	1	VP-1-160L-115-35K8-3 (3500 K)	P1-3	25	B2-U0-G3

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE_Planar	Illuminance	Fc	1.32	3.9	0.2	6.60	19.50



7 Trash Enclosure Color
1/4" = 1' 0"



SW AERIAL VIEW



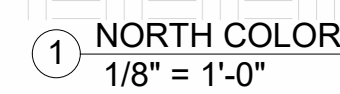
NE AERIAL VIEW

— WRAP 100% BRICK ON NORTH SIDE
SAME DISTANCE AS SOUTH
PROJECTION, APPROXIMATELY IN
LINE WITH ADJACENT BUILDINGS

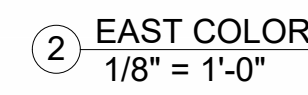
EXTERIOR MATERIALS		EAST (STREET FACING)		SOUTH		WEST		NORTH		SUMMARY (ALL SIDES)	
		AREA	%	AREA	%	AREA	%	AREA	%	AREA	%
MASONRY REQUIREMENT	BRICK	2909	100%	1080		636	35%	1392		6017	44%
	STUCCO PANELS	443		581	30%	338		0	27%	1362	
OTHER WALL MATERIALS	ARCHITECTURAL METAL PANELS WITH CONCEALED FASTENERS	0	0%	3454	1181			0		4635	
	STANDARD METAL PANELS WITH EXPOSED SAME-COLOR FASTENERS	0		378	70%	590	65%		73%	4732	56%
								3764			
TOTAL NON-GLAZED WALL AREA		3352	88%	5493	87%	2745	88%	5156	94%	16746	89%
GLAZING	STOREFRONT/GLAZING	470	12%	433	7%	391	12%	310	6%	1604	9%
OPENINGS	OPAQUE DOORS	0	0%	361	6%	0	0%	0	0%	361	2%
TOTAL WALL AREA INCLUDING OPENINGS		3822		6287		3136		5466		18711	

EXTERIOR MATERIALS NOTES:

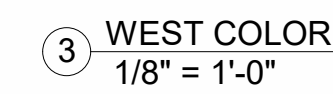
- ### EXTERIOR MATERIALS NOTES:
1. ROOFING - BUTLER MR-24 ROOF SYSTEM, STAR SEAM, GALVALUME FINISH
 2. STUCCO TEXTURED WALL PANEL - BUTLER TEXTUREWALL PANEL SYSTEM, CONCEALED F, COLOR COOL GRAY STONE
 3. ARCHITECTURAL METAL WALL PANEL 1 - BUTLER STYLWALL FLAT PANEL, CONCEALED FASTENERS, COLOR GRAY STONE
 4. ARCHITECTURAL METAL WALL PANEL 2 - BUTLER SHADOWWALL PANEL, MATCHING COLOR FASTENERS, COLOR COOL GRAY STONE
 5. FAUCE BRICK 1 - GLEN GERY WELLINGTON W/ BUILDERS SPECIAL SIZE (MAIN WALL COLOR)
 6. FAUCE BRICK 2 - GLEN GERY TUDOR WILLIAMS BUILDERS SPECIAL SIZE (SOLDIER COURSES & CHIMNEY)
 7. SLAB - UNFINISHED W/ INSULATION
 8. OVERHEAD DOORS - 2 - GLAZED METAL, GRAY
 9. OVERHEAD DOORS 1 - INSULATED W/ BLACK METAL TAPROOM
 10. EGRESS DOORS - PAINT TO MATCH WALL PANEL



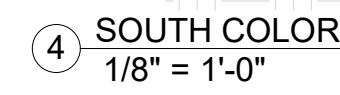
① NORTH COLOR
1/8" = 1'-0"



② EAST COLOR
 $\frac{1}{8}" = 1'-0"$



③ WEST COLOR
1/8" = 1'-0"



④ SOUTH COLOR
1/8" = 1'-0"

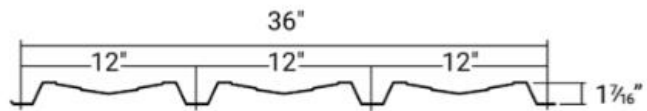
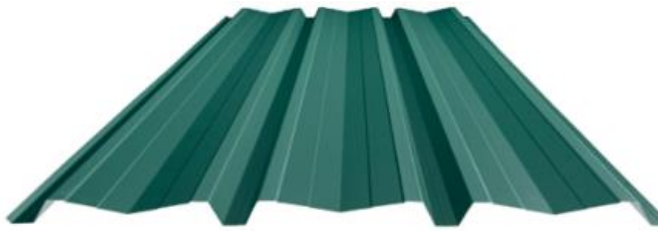
DEHNER DISTILLERY
1440 NW 86TH ST
CLIVE, IA 50325

[illegible]

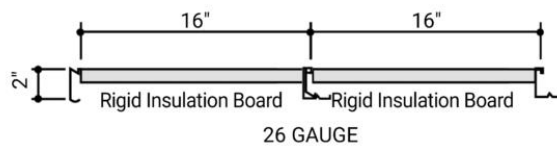
ISSUE	---	PROJ.	RA-24017
BUILDING ELEVATIONS			

2025-03-04 -- FOR REVIEW

SHADOWWALL WALL SYSTEM



STYLWALL WALL SYSTEM



DATE: 04 March 2025
PROJECT: **Dehner Distillery**
TO: City of Clive, c/o Amanda Grutzmacher
FROM: Rains Architecture, PLLC
RE: Building Elevations

ATTACHMENTS:

- colored building elevations

REMARKS:

Amanda,

Thank you for your time last week talking through the design requirements for this project. As you know, we are submitting the attached building elevations intending to meet or exceed the requirements in some ways but asking the city to grant some leniency in others, as follows.

- Cladding the entire building in 70% masonry is not financially feasible for this project. As such we have developed a concept that we believe is in keeping with the neighborhood and also exceeds the design requirements 'where it counts' so to speak.
- The concept is to give this building the appearance of a traditional brick building (with a stucco accent) on the east end, with a more contemporary, utilitarian building to the west, which will be mostly screened by the masonry portion.
- The east facade along 86th Street will be 100% brick and stucco panels. The actual brick area on this side will be 87%, and the stucco panels will be 13% of the wall area.
- The east end is to house production, storage and future office areas. The future office will be to the south in the 'bump-out' area where the stucco area at the top is shown.
- The portion of the north side that will be visible from 86th Street, which is closer to the street than the existing neighbor, will be 100% brick. The existing neighboring building is mostly clad in CMU and corrugated metal on that side. The area of our wall that will be screened by that building is shown with traditional metal panels with exposed fasteners that will be color matched to the panels. This area will only be visible if a person were to walk between the buildings through the drainage swale.
- The south side of the future office 'bump-out' will be 100% brick and stucco panel. The remainder of the south side around the dock area and extending back toward the tasting room is proposed to be clad with a smooth metal panel using concealed fasteners. This panel is a double layer panel with an insulated core and is designed to resist warping. It is a rigid, architectural panel.
- The west side of the 'bump-out' will be similar to the south, with 100% brick and stucco panel.
- The west end is where the tasting room and patio will be, facing the bike trail. This side is dominated by the patio canopy and railings, and a steel entrance canopy, and we have shown traditional wall panels below the canopy where they are shielded somewhat from view. This is an aesthetic choice for the look of the tasting room and patio. Above the canopy, where the wall is more visible, we are showing the smooth metal panels with concealed fasteners.
- Other design elements include metal awnings and decorative lighting on the east, with traditional brick details such as soldier coursing and quoins on the corners.
- While the over-all elevations away from 86th Street do not meet the full criteria details, we feel the proportions and aesthetics are in keeping with the neighborhood and will be an asset to the community. We hope you agree.

Respectfully Submitted,
Jeff Rains, Architect



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 14, 2025

RE: BRAVO Budget Update

SYNOPSIS:

See attached

Attachments:

1. 20250804094636429



July 28, 2025

Matt McQuillen
City of Clive
1900 NW 114th St
Clive, IA 50325

Dear Matt,

Bravo Greater Des Moines is grateful for our continued partnership with the City of Clive. We are committed to good stewardship of invested funds and accountability to our 28E partners. As such, enclosed is a copy of Bravo's FY26 budget. The FY26 budget was approved by the Bravo Board of Directors at our Annual Meeting on June 18, 2025.

Revenue Considerations

- Nine of Bravo's local government partners reduced their contributions from 28.6% to 25% of hotel motel taxes collected.
- The City of Des Moines revised how payments are made to the Blank Park Zoo, now passing all funding through Bravo. Although this is not new or additional funding for the Zoo, it does make Bravo's FY26 revenue appear flat. Excluding this passthrough funding, Bravo has budgeted reduced revenue of approximately \$500,000 when compared to FY25.

Expense Considerations

- Overall operating expenses are lower compared to FY25, primarily due to a reduction in staff from five to four in response to funding changes. No additional hiring is planned.
- GC26 grantmaking is expected to increase slightly over GC25. This is based on Bravo's cash reserves policy, which is designed to optimize organizational sustainability and ensure strong stewardship of 28E investments. Final award amounts will be determined by the Board of Directors. A list of all grant investments made by Bravo in GC25 through our four grant programs is also enclosed.
- All proceeds from the 2026 Bravo Awards Gala will go to the Passport to Culture endowment, established in FY25, to ensure that all students in Greater Des Moines have access to arts and culture education.

The budget also supports advancement of all pillars of Bravo's strategic plan, including efforts to amplify awareness of Bravo's impact, connect and support cultural partner opportunities beyond grantmaking, and cultivate future initiatives that advance regional priorities.

Please feel free to contact me if you would like additional information or have questions about the budget or the strategies it supports. I welcome the opportunity to attend an upcoming City Council meeting to share more about our plans and thank you personally for your continued support.

Thank you,

A handwritten signature in black ink that reads "Sally Dix".

Sally Dix
President
Bravo Greater Des Moines

sally@bravogreaterdesmoines.org; 515.248.0388

A handwritten note in black ink that reads "Thanks for all you do, Matt!".



BRAVO GREATER DES MOINES FY26 BUDGET

REVENUES AND OTHER SUPPORT		
Available cash as of June 30, 2025	\$	3,527,637
Contributions - 28E	\$	6,235,914
Contributions - General	\$	160,000
Gala	\$	646,100
Community Impact	\$	25,000
Investment Income	\$	25,000
Total Revenue and Other Support	\$	10,831,867
EXPENSES		
Administrative/General Expenses	\$	371,689
Salaries & Benefits	\$	537,015
Community Impact	\$	638,700
Gala	\$	514,400
Grantmaking	\$	6,195,000
Total General Expenses	\$	8,256,804
NET INCOME/(DEFICIT)		
	\$	2,575,063



Operating Grants

Bravo Greater Des Moines provides general operating support funding to eligible arts, culture and heritage organizations in Greater Des Moines. The grant funding term is January 1 – December 31, 2025.

GC25 Organizations	GC25 Award	GC25 Organizations	GC25 Award
Adventures in Social Development	\$ 2,725	Greater Des Moines Public Art Foundation	\$ 43,470
Ankeny Area Historical Society	\$ 9,000	Harmony Central Chorus	\$ 2,925
Ankeny Art Center	\$ 22,800	Harmony Delegation	\$ 2,425
Ankeny Community Chorus	\$ 4,275	Heart of Iowa Classical Guitar Society	\$ 2,050
Ankeny Community Theatre	\$ 9,075	Heartland Youth Choir	\$ 34,300
Art on the Lake	\$ 2,295	Hip-Hope Inc.	\$ 36,100
ASAP After School Arts Program	\$ 50,650	Hoyt Sherman Place Foundation	\$ 316,075
Ballet Des Moines	\$ 117,500	Iowa Architectural Foundation	\$ 13,525
Big Creek Historical Society	\$ 325	ArtForce Iowa	\$ 63,990
Blank Park Zoo Foundation Inc.	\$ 375,000	Iowa Asian Alliance Foundation	\$ 52,650
Capital City Pride - Des Moines	\$ 118,750	Iowa European Cultural Connection	\$ 30,000
Carlisle Area Historical Society	\$ 6,800	Iowa Gold Star Museum	\$ 39,425
Carousel Theatre of Indianola	\$ 9,120	Iowa Jewish Historical Society	\$ 29,700
Central Iowa Blues Society, Inc.	\$ 17,575	Iowa Latino Community Center	\$ 7,300
Central Iowa Jazz Association	\$ 10,000	Iowa Stage Theatre Company	\$ 44,100
Central Iowa Wind Ensemble	\$ 8,775	Iowa Youth Chorus	\$ 13,500
City Sounds	\$ 6,375	Isiserettes Drill and Drum Corp	\$ 8,025
City Voices	\$ 10,050	Italian-American Cultural Center of Iowa	\$ 9,250
Civic Music Association of Des Moines	\$ 83,430	Japan America Society of Iowa	\$ 16,325
Class Act Productions, Inc.	\$ 14,300	Johnston (Station) Historical Society	\$ 2,575
CultureALL Inc	\$ 88,650	Al Exito Inc.	\$ 5,000
Dance Without Limits, Inc.	\$ 4,365	Latino Resources, Inc.	\$ 27,850
Des Moines Art Center	\$ 500,000	Living History Farms Foundation	\$ 113,025
Des Moines Arts Festival	\$ 131,575	Mainframe Studios	\$ 150,000
Des Moines Children's Museum	\$ 32,825	Music Under the Stars, Inc.	\$ 7,725
Des Moines Choral Society	\$ 11,975	North River Arts Council	\$ 300
Des Moines Community Orchestra	\$ 4,275	Polk County Heritage Gallery	\$ 2,600
Des Moines Community Playhouse	\$ 134,500	Salisbury House Foundation	\$ 150,000
Des Moines Community Radio Foundation	\$ 7,150	Science Center of Iowa	\$ 305,200
Des Moines Concert Handbells	\$ 5,225	SEEDS Nonprofit Org.	\$ 9,000
Des Moines Diversity Chorus	\$ 1,075	Serving All Youth	\$ 1,375
Des Moines Film Society/Varsity Cinema	\$ 96,283	State Historical Museum of Iowa	\$ 125,875
Des Moines Gamer Symphony Orchestra	\$ 1,215	Tallgrass Theatre Company	\$ 25,775
Des Moines Gay Men's Chorus	\$ 46,650	Taste of the Junction, Inc.	\$ 6,375
Des Moines Metro Opera, Inc.	\$ 286,425	Iowa Juneteenth	\$ 19,575
Des Moines Performing Arts	\$ 500,000	Urbandale Community Theatre	\$ 4,500
Des Moines Symphony Association	\$ 220,400	Urbandale Historical Society	\$ 1,525
Des Moines Vocal Arts Ensemble	\$ 5,985	Waukee Area Arts Council	\$ 7,825

(OVER)



Capital Project Grant Awards

Bravo Greater Des Moines offers financial support for arts, culture and heritage capital projects in Greater Des Moines. The grant funding term is July 1, 2025 to June 30, 2026.

Organization	Award	Project Title
Ballet Des Moines	\$ 22,080	Studio Theater Conversion
Big Creek Historical Society	\$ 22,000	Big Creek Schoolhouse Exterior Painting
Des Moines Community Playhouse	\$ 80,679	Studio Lighting and Visual Effects Project
Hoyt Sherman Place Foundation	\$ 16,000	New Marquee Sign
Japan American Society of Iowa	\$ 35,056	Yamamoto Tea House Restoration
Living History Farms	\$ 50,000	Cultivating our Future
Mainframe Studios	\$ 48,910	Illuminate Mainframe Studios: A Beacon for North Downtown Des Moines
Varsity Cinema / Des Moines Film	\$ 125,000	Varsity Cinema and Film Center Roof Replacement
West Des Moines Historical Society	\$ 12,750	Jordan House Foundation Improvements

Total \$ 412,475.00

Public Art Grant Awards

Bravo Greater Des Moines offers financial support to its local government partners for new public art plans and projects that generate more artistic and cultural expression in Greater Des Moines.

The grant funding term is January 1 to December 31, 2025.

City	Award	Project Description
Altoona	\$ 23,500	Welcome to Olde Town Mural
Bondurant	\$ 50,000	Moving Curiously Sculpture
City of Clive	\$ 13,500	Harbach Community Center Murals
Des Moines	\$ 22,750	Pioneer Columbus Community Recreation Center Mural
Grimes	\$ 64,000	Library Arboretum & Performance Space
Johnston	\$ 26,250	Johnston Public Art & Culture Plan

Total \$ 200,000