



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

August 28, 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/86134098420> - One tap mobile call in:

+13052241968,,86134098420# US

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Presentation

1. Clive Fire Department Process Improvement - SIMIA

Consent Items

1. City Manager Memo
2. City Manager Report - July 2025
3. Assistant City Manager Tech Services Report - July 2025
4. Administrative Services Report - July 2025
5. Community Development Report - July 2025
6. Fire Department Report - July 2025
7. Leisure Services Report - July 2025
8. Police Department Report - July 2025
9. Public Works Report - July 2025
10. Treasurer's Report - July 2025
11. Approve 08/14/2025 City Council Minutes
12. Bill List
13. Approve Retail Alcohol Sales License Renewal Application - Maria's Mexican Food - 15950 Hickman Road
14. Approve Retail Alcohol Sales License Renewal Application - Amruth Indian Grill - 9974 Swanson Boulevard
15. Approve Retail Alcohol Sales License Ownership Update - Hy-Vee Fast and Fresh - 11925 University Avenue

16. Approve Retail Alcohol Sales License Temporary Outdoor Service Area Application - Ducktail Lounge - 1809 NW 86th Street
17. Approve Pay Request #1 - Jeremy Jarvis - Harbach Bay Doors Mural Project
18. Approve Pay Request #2 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$152,311.04
19. Approve Pay Request #2 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - \$279,190.73
20. Approve Pay Request #4 - McClure Engineering - Clive Post Construction Stormwater Manual Update - \$6,715.00
21. Approve Pay Request #5 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$17,107.83
22. Resolution Approving 1st Amendment to Agreement Regarding Public Facility Sign - Bankers Trust - 11111 University Ave
23. Resolution Setting Public Hearing (9/25/25, 6:00 p.m.) - Approval of the Second Amendment to Tower Lease With Option - T-mobile Central, LLC
24. Resolution Setting Date for Public Hearing (9/25/2025, 6:00 p.m.) to Consider Amending Provisions of Title 10 Building Regulations of the City of Clive re: Chapter 12 (Rental Housing Code)
25. Resolution Approving Federal-aid Agreement for a Surface Transportation Block Grant Program Project with the Iowa DOT for the Alice's Road Reconstruction Project - Phase 4
26. Resolution Approving Amendment to Grant Agreement for Bravo/Icon Public Art Grant for the Greenbelt Landing Project
27. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 44 - 18112 Tanglewood DR
28. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 62 - 18210 Tanglewood DR
29. Resolution Accepting Temporary Construction Easements - Streambank Stabilization, Greenbelt Landing Project.
30. Resolution Approving Floodplain Stormwater Management Payment In Lieu Agreement - Dehner Distillery, 1480 NW 86th Street
31. Resolution Approving 2025 Clive Soil Quality Restoration Program Agreements
32. Approve Pay Rate - Jayson Gunn - Parks Senior Operations Specialist - Park Grounds - \$40.12/Hr - Effective 9/8/2025
33. Approve Pay Rate - Ryan Rolfes - Parks Senior Operations Specialist - Natural Resources - \$33.38/Hr - Effective 9/8/2025

Action Items

1. Public Hearing - Clive City Hall Renovations - Phase 2
 - a. Resolution Approving Plans & Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contracts for Prime Construction Packages - \$1,204,968

- d. Resolution Approving Construction Manager as Agent (CMa) Contract - DCI Group - City Hall Renovation Phase 2 Project
 - e. Resolution Setting Public Hearing (9/25/25, 6:00 PM) to Consider Taking of Bids for the Clive City Hall Remodel Phase 2 Project - Bid Package #2
2. Public Hearing - Grant of Permanent Sanitary Sewer Easement to the Des Moines Metropolitan Wastewater Reclamation Authority for the WRA Common Joint Trunk Sewer Phase 1 - Joint Trunk West (Phase 14 Segment 4) Project
 - a. Resolution Approving Grant of Certain Permanent Sanitary Sewer Easements (Parcels 21-25, 27 & 30-35) to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) for the WRA Common Joint Trunk Sewer Phase 1 - Joint Trunk West (Phase 14, Segment 4) Project
3. Public Hearing - NW 86th Street Pavement Repair Project
 - a. Resolution Approving Plans and Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contract - The Concrete Contracting Co. - \$82,086.00
4. 2nd Consideration of Proposed Ordinance 1165 - Zoning Ordinance Amendment Regarding Variances

Presentation

1. Greenbelt Landing Signage Concepts

Correspondence

1. State Historical Museum - Thank You Letter
2. Public Hearing Notice - Voluntary Severance and Annexation

Reports

Adjournment



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: August 28, 2025

RE: Clive Fire Department Process Improvement - SIMIA

SYNOPSIS:

The Clive Fire Department has partnered with the University of Iowa and their (Simulation in Motion-Iowa) SIM-IA lab for advanced EMS training. The SIM-IA lab is a state-of-the-art mobile simulation lab, with highly advanced equipment, staff and the ability to create the most challenging scenarios. We schedule the SIM-IA lab each quarter. When the SIM-IA lab is here, we rotate Clive FD, and Urbandale FD crews through advanced training. This creates a great opportunity for advanced training and allows a controlled environment for collaborative training with mutual aid partners. Utilizing the SIM-IA technical staff, we are able to create very high-stress level scenarios in a controlled environment. These types of calls are very infrequent but require some of the highest levels of knowledge for a successful outcome for our patients. The SIM-IA is free of charge, and it comes to us.

Attachments:

1. CFD Process Improvement - SIM-IA

2025 Process Improvement



SIMIA
Simulation In Motion-Iowa

EMS Training

- Provides advanced EMS training
 - Recertification is required every 2 years
 - 40 Hours for EMTs
 - 60 Hours for Paramedics
 - Formal Education Hours
 - Required Topics





- SIM-IA is currently funded through a generous grant from the Leona M. and Harry B. Helmsley Charitable Trust
- Clive Fire began using the Simulation-In-Motion vehicle from the University of Iowa
- Highly customizable and highly advanced EMS training
 - The more we challenge ourselves, the more we learn



Each truck is equipped with:



PATIENT SIMULATORS

4 HIGH FIDELITY HUMAN PATIENT
SIMULATORS

- 1 adult male
- 1 adult female who can give birth
- 1 newborn infant



ULTRASOUND EDUCATION

CAPABILITIES FOR TRAUMA AND
MATERNITY CARE

1

1 FULLY EQUIPPED EMERGENCY ROOM
BAY



VIDEO SYSTEM

FOR ANALYSIS AND DEBRIEFING OF
SIMULATIONS

1

FULLY EQUIPPED AMBULANCE TREATMENT
BOX



TASK TRAINERS

MULTIPLE TASK TRAINERS TO FACILITATE
PRACTICE OF CLINICAL SKILLS

Benefits of SIM-IA Training



- **Realistic Scenarios:** Medics practice in simulated environments that mimic real-life emergencies.
- **Skill Refinement:** From airway management to trauma care, training sharpens both basic and advanced techniques.
- **Team Coordination:** Enhances communication and decision-making under pressure.
- **Community Impact:** Better-trained medics mean faster, more effective care for Clive residents.

- Scheduled quarterly in Clive.
- Scheduled quarterly in Urbandale
- Free



Clive medics have accumulated 110 hours of medical training from SIM-IA so far this year.



- **Looking Ahead**
- Continued participation planned for the remainder of the year and dates schedules for 2026!
- Exploring opportunities to expand training topics and frequency.
- Continue collaboration with neighboring departments for joint simulations.



SIMIA
Simulation In Motion-Iowa



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: August 28, 2025
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the August 28, 2025 meeting of the Clive City Council.

Attachments:

1. General Info Memo 8-28-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: August 25, 2025

Re: General Information Memo – August 28, 2025 City Council Meeting

The August 28, 2025, City Council meeting will be in-person in the newly renovated Council Chambers at Clive City Hall & virtually at: <https://us06web.zoom.us/j/86134098420>

Consent Agenda – A few of items to note on the consent idea. First, as mentioned by Councilmember Weaver at the previous meeting, staff have an amended grant agreement with Bravo/ICON increasing the grant award by \$50,000, for a total of \$150,000, for the Aquatic Dance public art installation in the Greenbelt Landing Project. Second, as a follow up to approval of an updated stormwater management manual and the Dehner site plan approval at the previous meeting, staff has developed and negotiated a floodplain in-lieu of agreement requiring Dehner to compensate the City \$65,256.75 to be dedicated towards a stormwater detention practice within the Walnut Creek watershed in Clive due to the inability of such a practice to be installed on the Dehner site due to its location in the floodplain.

Third, as outlined back in July, Clive and Waukee have rearranged the order of the phases for the Alice's Road Reconstruction Project to allow for all the federal funding received to date, and potentially in the future, to be dedicated to Phase 4 of the project from Berkshire Parkway to Meredith Drive. Included on the consent agenda is a resolution approving the federal-aid agreement with the Iowa DOT for this phasing and federal funding updates. Finally, like the Public Works team, the Parks Division is ready to promote two individuals to the Senior Operations Specialist position for the Parks Grounds and Natural Resources teams. Approval of the pay rate change for Jayson Gunn and Ryan Rolfes is included on the consent agenda.

Presentation – At your August 28 meeting, the Fire Department will present a process improvement on a new partnership with the University of Iowa to access an advanced training lab trailer for creating controlled environments for high-stress medical situations. A brief presentation is included in the packet.

Public Hearing: City Hall Phase 2 Renovations – A public hearing is scheduled for the August 28 meeting to consider bids received for Phase 2 of the City Hall Renovation Project. On August 5, the City received numerous bids for the five prime contracts for renovation of the lower-level area of the City Hall facility. Like the Phase 1 project, OPN is the lead designer for the Phase 2 renovation and DCI Group continues to be the proposed construction manager for the Phase 2 work. Included in the agenda packet is the Phase 2 renovation plan set and a spreadsheet outlining the bids received on August 5. At this time both DCI and City staff would recommend award of four of the five construction contracts, as multiple bids were received for these contracts (#1, #3, #4 and #5) with the lowest, responsible bids totaling 13% below DCI's estimates. For contract #4 an alternate of approximately \$45,000 is included for a total construction cost of these four

contracts of \$1,204,968. Both staff and DCI would recommend award to the low bid contractors for these four contracts (#1, #3, #4 and #5).

As for Prime Contract #2, DCI and staff would recommend rebidding of this contract as the City only received one bid for this work and the bidder had to withdraw their bid as they did not include several items in the bid package for the #2 contract work. To ensure competitive pricing, staff would like to rebid this Prime Contract #2 in September. Also, the work included in the #2 contract comes later in the project and would not hold up the construction start date of late September. Therefore, an action is included on the agenda to set a public hearing for your September 25 meeting to rebid Prime Contract #2.

Finally, the City would like to continue our relationship with DCI Group as the construction manager for the Phase 2 project. DCI's team has done a great job on the Phase 1 work, with a lot of challenges associated with the building and unknowns discovered throughout the construction process. DCI coordinated all the changes needed to address these challenges and staff would recommend continuing the relationship with Phase 2, therefore a Construction Manager as Agent (CMA) contract has been drafted for your approval.

Public Hearing: WRA Sewer Easements – At your August 28 meeting a public hearing is scheduled for the consideration of awarding permanent easements to the Des Moines Wastewater Reclamation Authority (WRA) on City property for the installation of a common trunk sanitary sewer through the Clive Greenbelt. The easements documents included in the packet show these permanent easements associated with Phase 1 of this project starting just west of the interstate in the Clive Greenbelt and progressing west and north into Urbandale. As a member of the WRA, the City of Clive is obligated to provide these easements for WRA projects within our community and the WRA has secured similar easements from private property owners who will be impacted by this project. During the meeting, staff will outline the expected timeline of the project and the compensation the City will receive from the WRA for the tree removal that will occur with this project.

Public Hearing: NW 86th Street Pavement Repair – A public hearing is scheduled to review bids received for the NW 86th Street Pavement Repair project. This project is because of a major water main break that occurred underneath the street earlier this year, requiring an extensive amount of excavation and the installation of a temporary repair in the street until a permanent repair could be made. Due to the size of the repair, it was necessary for the permanent repair to follow normal public bidding procedures. Bids for the project were received on August 14, with four bids submitted and The Concrete Contracting Company identified as the lowest, responsible bidder with a bid 11% below the Engineer's Estimate. City staff have extensive experience working with The Concrete Contracting Company on similar work and would recommend award to them in the amount of \$82,086 for the NW 86th Street Pavement Repair Project.

Ordinance Amendment for 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 has not received any public comments since the first reading was approved and would recommend approval of the second reading of the ordinance amendment.

Presentation/Discussion: Greenbelt Landing Signage – Over the past number of months, City staff has been working with the SmithGroup Design Team on signage concepts for the Greenbelt Landing Project. The signage concepts, which include donor recognition signage, have required a lot of coordination,



especially with the donors sponsoring various components of the project. Included in the packet is a presentation Leisure Services Director Richard Brown will present during the meeting to receive your feedback on the signage design. Richard will also provide a construction update on the project.

Tentative Upcoming Agenda Items

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
- 3rd Reading – Ordinance Amendment Regarding Variances
- Action – Setting Public Hearing for 2025B Urban Renewal Bond Issue

September 25

- Public Hearing – City Hall Remodel Phase 2: Rebid of Bid Package #2
- Public Hearing – 2nd Amendment to 104th Street Water Tower Lease: T-Mobile
- Public Hearing – Ordinance Amending the Rental Housing Code (Rental Housing Program)





Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: August 28, 2025
RE: City Manager Report - July 2025

SYNOPSIS:

Attached please find the City Manager's monthly report for July 2025.

Attachments:

1. CM Report 8-28-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 8/25/25

Re: City Manager's Report – July 2025

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

<u>Consultant/Entity</u>	<u>Amount</u>	<u>Date</u>	<u>Services To Be Provided</u>
Elite Fire Sprinkler	\$2,310.00	7/23/25	City Hall-Library Phase 1 Project CO #1 – Adjustment of fire alarm wiring and supply pipes in Council Chambers.
DeVries Electric	\$1,447.85	7/23/25	City Hall-Library Phase 1 Project CO #5 – Addition of 2" Conduit for future power and data cable needs in Ph 2 and reinstallation of library lights in transition area.
LA Fulton & Sons	\$1,919.00	7/23/25	City Hall-Library Phase 1 Project CO #3 – Upcharge for higher model of toilet due to long lead times on original.
Keystone Construction	\$22,525.96	7/24/25	City Hall-Library Phase 1 Project CO #6 – Extensive roof repairs above Chambers vestibule, additional library floor demolition and build back, interior signage adds not in original plan set, replacement of metal cap and masonry on transformer enclosure.
All Makes Inc.	\$1,157.52	8/5/25	City Hall-Library Phase 1 - Additional table needed for small conference room next to Library.
Central Iowa Mechanical	\$13,668.61	8/7/25	GB Landing Project CO #4 – Water fountain drain line and pump house water connection addition, underground gas line adjustment for parking lot.
Keystone Construction	\$11,824.98	8/7/25	GB Landing Project CO #5 – Production of City required hydrodynamic reports, knox box installation, fencing.

Clive Plan 2024-2029-2039

Not Started is Shown in Red

In Progress is Shown in Blue

Completed is Shown in Green

Policy Agenda Items – Top Priority

Comprehensive Financial Policy and Strategy/CEP Financial Adjustment – The budget development process has been completed with the adoption of the annual Capital Improvements Plan update occurring back in December and the presentation of the proposed FY 25-26 Operating Budget for City Council consideration during the February budget workshops. In December staff brought forward the purchase agreement for the Fire Engine replacement utilizing current fiscal year cash reserves for the purchase and will have a budget transfer to set aside the funds for this purchase while the City awaits apparatus delivery. Final steps in the process of the Budget Public Meeting on March 27 and the City Council's public hearing and formal consideration and adoption of the FY 25-26 Budget at the April 10 meeting have been completed therefore this item is considered complete.

Clive's Regional Role: Discussion and Framework for the Future – Over the past year discussions occurred with entities such as DART, the Greater Des Moines Partnership and others on the value add they are providing to Clive for the City resources that are deployed to these entities. In November and December, the City Manager engaged with the Council on these various relationships to seek your overall direction on Clive's role and position within the regional dialogue and membership with these entities. In April the City Manager Group finalized draft amendments to the 28E agreements for Catch Des Moines/CVB and Bravo Greater Des Moines. Approvals of the amendments started in late April and continued into May with Clive's approval on May 22, completing this item for this strategic planning cycle.

Financial "Dip" Plan – During the September 26 City Council meeting representatives from Public Financial Management (PFM) presented a scope of services outlining the various components for the City to create a Financial "Dip" Plan for Clive to ensure the City has visibility to our financial future as the City reaches its built-out condition and manages the legislative changes from the Iowa Legislature. During the September 26 meeting PFM outlined the three main components of scope and the Council authorized the City to move forward with phase 1 of the work to develop a 10-year financial "base" case of the City's current track on revenues and expenditures based on current service delivery and capital investment strategies. Staff and PFM kicked off these efforts in late January and the work has now ramped up this spring. Meetings with individual departments occurred in April to collect information and discuss the draft financial model. Progress on the project picked back up in July and early August with adjustments to the financial model to ensure it is based on the City's various operating funds.

Policy Agenda Items – High Priority

Harbach Center: Vision Concept and Operations – For this item elected officials and staff will continue engagement with the West Des Moines School District on the possibility of joint facilities going forward when the City needs to make major reinvestments in the Harbach Center. In November those discussions started with the first joint meeting of the City/School group, and has continued with subsequent meetings in January, April and July. Also, staff are tasked with reporting on the condition of the Harbach Center building and the success of the programming/building utilization later this summer. Based on the City Council's recent strategic planning workshops this work on evaluating the Harbach Center will continue.



Policy Agenda Items – Moderate Priority

State Agenda Advocacy and Lobbying A. West Metro B. IaCMA – The Assistant City Manager coordinated with staff of the West DSM Metro communities on how we can coordinate budget and property tax storytelling to our communities and state legislators earlier this spring. In April communications continued showing common sense partnerships metro cities are already doing, along with showing the impact of services being reduced/ending due to property tax limitations being deployed by West DSM Metro cities as all these cities finalized their budgets for the coming fiscal year.

The City Manager is co-chairing the new Iowa City/County Managers Association (IaCMA) Legislative Affairs Committee to strategize on how cities can work better together and build coalitions with other organizations throughout the state on the value cities bring with the resources we deploy in our communities to help the state's economy. In July, conversations with the Iowa League of Cities and other IaCMA members occurred to work on an interim strategy to develop proactive property tax and tax increment financing (TIF) proposals to model and research during the interim period to be prepared for the 2026 legislative session where these topics will continue to be a focus of the legislature.

Policy Agenda Items – Low Priority

86th Street Neighborhood Plan/Activation – Staff continues activation efforts in the 86th Street Neighborhood with short-term focus on establishing a joint City/WDM Schools Group made up of two elected officials for each entity along with the School Superintendent and City Manager. The goal is to grow the relationship between the two entities specifically focused on the 86th Street Neighborhood/Crestview School. The second joint newsletter was distributed in late-May. In addition, over this past month staff reviewed 17 proposals for a public art mural on the northside of the Harbach Center, supported by a Bravo grant, and selected the preferred artist to deploy the mural. Also on July 1 the City held a ground breaking for the Linnan Park Reconstruction project. Finally, as we look to next month, the Back-to-School Bash with the WDM School District is on August 8 at Crestview School of Inquiry.

Service Collaboration Strategy and Actions Plan – For this action, the City Manager's Office will work with departments in the spring as a part of the "Dip" Study work to identify potential service collaborations we have yet to pursue with surrounding city jurisdictions. Work on this item started this spring in coordination with the initial departmental meetings/interviews by the PFM team in coordination with the "Dip" Study. Continuation of this item will take different forms in the upcoming strategic planning cycle.

Management Agenda Items – Top Priority

City Hall/Library Security Remodel – In December, the City Council held a public hearing to consider bids for the phase 1 renovations and construction contracts for Phase 1 were awarded. Also in December, the Leisure Services and Technology Services teams previously housed in the upper level of the building moved over to the Harbach Center during construction. Phase 1 is now complete, and the City Council returned to the newly renovated Council Chambers in August along with the Leisure Services staff. Design and construction bidding efforts for Phase 2 were completed in August and consideration of these bids coming up at the August 28 meeting. Pending the award of those construction contracts, construction will begin on Phase 2 in late September/early October. For Phase 2 the Administrative Services and Community Development staff teams will be relocating to the Harbach Center during construction.



Management Agenda Items – High Priority

Westcom New Dispatch Facility – Earlier this year Westcom identified the need for future facility needs associated with the growth of the dispatch staff as the six cities supported by Westcom continue to grow. Initially it was projected that an Owner's Representative would be hired to advise the Westcom communities on the best processes to identify space needs and evaluate potential facility strategies to accommodate the growth. At this point these activities have been put on hold pending further conversations amongst the member communities on the level of this investment and funding support for Westcom.

Management In Progress Items

Executive Team: Transitions/Relationships –The Executive Team is always working on relationship building amongst each other and with the newer members. Some specific recent work included a webinar series the Team went through focusing on how we have conversations with each other. In addition, the City Manager held a group retreat in mid-January to continue the development of relationships amongst the Executive Team members. In June, as a part of the City Manager's performance review, the Council Personnel Committee distributed the findings of the review to the balance of the Council following interview and survey work by the Sarah Noll Wilson team.



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: August 28, 2025

RE: Assistant City Manager Tech Services Report - July 2025

SYNOPSIS:

Assistant City Manager Tech Services Report - July 2025

Attachments:

1. July 2025 ACM and Tech Services Report



Assistant City Manager and Tech Services Monthly Report

Target	Milestones	Orig	Rev	Lead	Status	Notes
Leisure Services Sign-Up System: Direction, Funding and Implementation	Recommence research on possible platforms	Oct-24	Oct-24	ACM/LS	Done	
	Identify the preferred platform	Nov-24	Nov-24	ACM/LS	Done	
	Prepare request for FY 25-26 Budget	Dec-24	Dec-24	ACM/LS	Done	
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM/LS	Done	
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM/LS	Done	
	Platform purchase	Jul-25	Jul-25	ACM/LS	NA	
	Project kickoff	Aug-25	Aug-25	ACM/LS	NA	
	Implementation completed	Mar-26	Mar-26	ACM/LS	NA	
Grant Funding Strategy: Update, Direction and City Actions	Research and submit grant applications w/ priorities	Ongoing	Ongoing	ACM	Done	
	During CIP process, identify out year grant projects	Oct-24	Oct-24	ACM	Done	
	Research options for adding grant-writing capacity	Nov-24	Nov-24	ACM	Done	
	Prepare budget proposal if needed for grant writing	Dec-24	Dec-24	ACM	Done	
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM	Done	Decision not to move forward with outside grant writing
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM	Done	
	If needed, prepare RFP for grant writing services	May-25	May-25	ACM	Done	
	Grant writing services begin	Jul-25	Jul-25	ACM	Done	
Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report w/ Options	Establish and communicate trail detours for Hickman	Sep-24	Sep-24	ACM	Done	Detour in place 10/2
	Install and maintain appropriate detour signage	Sep-24	Sep-24	ACM	Done	
	Research best practices in coordination w/ MPO	Mar-25	Mar-25	ACM	Done	
	Identify Key crossings throughout Clive	Apr-25	Apr-25	ACM	Done	
	CC Presentation: Best Practices and Opportunities	May-25	May-25	ACM	Done	
	Potential federal grant applications through MPO	Ongoing	Ongoing	ACM	Ongoing	SS4A Grant Submitted 6/25
	Prepare potential FY 26/27 Budget Requests	Dec-25	Dec-25	ACM	Not Started	
State Agenda Advocacy and Lobbying: Goals, Key	A. Coordinate common legislative priorities	Nov-24	Nov-24	CMO	Done	

Assistant City Manager and Tech Services Monthly Report

Issues, Direction and City Actions A. West Metro B. laCMA	A. CC Decision: Western Cities Adoption of Priorities	Dec-24	Dec-24	CMO	Done	
	A. Create common storytelling assets for Westside	Ongoing	Ongoing	CMO	Done	
	A. Execute westside legislative breakfast or alt event	Jan-25	Jan-25	CMO	Cancelled	
	B. Initiate laCMA Legislative Affairs Meetings	Aug-24	Aug-24	CMO	Done	
	B. Participate in interviews for ILOC Gov't Affairs Dir	Sep-24	Sep-24	CMO	Done	
	B. Identify a top ten list of entities to build coalition	Nov-24	Nov-24	CMO	Done	
	B. Survey laCMA Membership on role of CMS in legis	Dec-24	Dec-24	CMO	Done	
	B. Support ILOC with tech support and eval of bills	Ongoing	Ongoing	CMO	Done	
	B. laCMA member dialouge on the work at IMMI	Mar-25	Mar-25	CMO	Done	
GIS Tech New Position: Direction and Funding	Complete business case for adding position	Nov-24	Nov-24	ACM	Done	
	Budget proposal for position	Dec-24	Dec-24	ACM	Done	
	Budget workshop: FY 25-26 Budget	Feb-25	Feb-25	ACM	Cancelled	Position will not be included In proposed FY25/26 budget
	CC Decision: FY 25-26 Budget	Apr-25	Apr-25	ACM	Cancelled	
	Create a job description	Apr-25	Apr-25	ACM	Done	
	Promote position and build candidate pool	May-25	May-25	ACM	Cancelled	
	Hire and start date	Jul-25	Jul-25	ACM	Cancelled	
City Texting Platform to Disseminate Info to Clive Residents, Businesses and Others: Implementation	Select preferred platform, purchase	Sep-24	Sep-24	ACM	Done	
	Platform buildout	Nov-24	Dec-24	ACM	Done	
	Execute first phase opt-in campaign ahead of winter	Dec-24	Dec-24	ACM	Done	
	Continue executing opt-in campaign	Ongoing	Ongoing	ACM	Done	
Water Resources Master Plan Implementation: Next Steps	CC Decision: Manual Amendment PSA w/ consult	Sep-24	Oct-24	ACM	Done	
	Decision on stormwater mgmt standards for streets	Nov-24	Jun-25	ACM	Done	Incorporated in storm-water manual update
	Complete manual amendment drafting	Nov-24	Jun-25	ACM	Done	

Assistant City Manager and Tech Services Monthly Report

	CC Decision: Manual Updates Approval	Jan-25	Aug-25	ACM	Done	
	State of Clive Water presentation	Jan-25	Dec-24	ACM	Done	
	Execute WQI projects along Little Walnut Creek	Apr-25	Apr-25	ACM	Done	
	Execute second annual tree sale	May-25	Apr-25	ACM	Done	
	Execute second year of SWAP program	Ongoing	Ongoing	ACM	Ongoing	
	Execute 4th year of SQR program	Sep-25	Sep-25	ACM	In Progress	
Dallas County Referendum - Public Education Campaign: Development/Info		Sep-24	Sep-24	ACM	Done	
City-State Legislative Agenda 2025: Approval		Dec-24	Dec-24	ACM	Done	
Annual Community Engagement Plan		Jan-25	Jan-25	ACM	Done	
Development Review Process Improvement - Multi-Dept, Facilitated by ACM		Feb-25	Feb-25	ACM	Ongoing	
City-Federal Legislative Agenda 2025: Approval		May-25	May-25	ACM	Done	
Clive's Various e-Newsletters Standardization and Monthly Newsletter		May-25	May-26	ACM	In Progress	New format will launch 5.2026
Clark Street Pilot Green Infrastructure Evaluation After Action Report		Oct-24	Oct-25	ACM	In Progress	
State/Federal Lobbying and Grants for 86th Corridor Projects		Ongoing	Ongoing	ACM	Ongoing	
Clive Historical Society Assets Transfer and "Mothball" Facility: Completion		Dec-24	Mar-24	ACM	Done	
Greenbelt Trail Education Campaign: Safety and Etiquette		May-25	May-25	ACM	Ongoing	
Greenbelt Landing Individual Donor (Goal: \$100,000)		Oct-25	Dec-25	ACM	Ongoing	
Homeowner Education on Federal Energy Efficiency Grant Program: Campaign		Ongoing	Ongoing	ACM	Cancelled	
Home Show Expo 2024 - Shadow Creek West		Sep-24	Sep-24	ACM	Done	

Monthly Highlights

- Ongoing communications on Stage 3 lawn watering ban, including follow-up with non-compliant households
- Linan Park groundbreaking ceremony and communications 7.1.25
- Fireworks use communications 6.30-7.4.25
- Briefing to Councilmember Hocker on 7.2.25
- CIWW press conference on 7.8.25
- SQR Cost-Share Program bidding, contract award, and household signups throughout the month
- Walnut Creek WMA meeting approving updated plan goals 7.21.25
- WDMCS community meeting on proposed bond vote, 7.23.25
- Des Moines NWS meeting to discuss Clive Flood Plan 7.30.25

Assistant City Manager and Tech Services Monthly Report

Technology Services Report – July 2025

Dennis Harken, TS/IT Manager, has prepared the following report for the activities of the Technology Services (TS) staff for the month of **July 2025**.

2024-2025 Approved Strategic Goals Status

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

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

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

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

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

Assistant City Manager and Tech Services Monthly Report

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

- Percentage of professional fee costs since the start of the fiscal year: **0.33%**

2024-2025 Miscellaneous Technology Services Project Status

Project	Status	Notes	Due	Completed
Server Operating System Upgrades/ Maintenance	In Progress	Preemption, Sharefile, OOS, & Access Control svrs to Server 2022 as the opportunity arises.	Ongoing	
Additional cancellation of old copper analog POTS lines	In Progress		Ongoing	
Migration of City Hall staff to new network switch stack	Done	This also includes moving this staff to a new subnet architecture begun with the new CPSC facility.	Ongoing	Jul 2025
Assist CommDev with Citizen Serve project	Done		TBD	Jan 2025
Assist Public Works with Citizen Serve project	In Progress		TBD	
Preparation of Harbach Center spaces for staff relocation	Done	Network switch replacement to increase port capacity	Dec 2024	Dec 2024
Preparation of Tech Services temporary move to CPSC	Done	Storage space identified at CPSC to move Tech storage to CPSC	Dec 2024	Dec 2024
Replacement of domain controllers at City Hall	Done	Completed - Replacement of 1 physical and 1 virtual domain controller with a new physical domain controller.	Jan 2025	May 2025
Security Cameras for Public Works facility	In Progress	Some cameras are configured and ready.	Apr 2025	
Firewall replacement at City Hall	Done	NEW - Replacement of aging firewall at City Hall. The new firewall will have redundancy.	Jan 2025	Apr 2025
Relocation of Mediacom router from main Library to City Hall server room	Done	NEW – relocation of the existing router to a new location in the server room due to renovation	Jan 2025	Jan 2025
Replacement of Harbach Tech Room computers	Done	These old desktops need to be replaced again. 2 done and 1 to go.	Mar 2025	Mar 2025
Aquatics Center technology setup	Done	Annual setup of computers and phones at Aquatics Center	Apr 2025	
Setup of computers for the new Library circulation desk	Done		May 2025	May 2025
Organization of the City Hall server cabinet to prep for AV equipment	Done		May 2025	Jun 2025
Preparation for power outage at City Hall/Library	Done	Power outage scheduled for May 17 th . Powering down hardware on the night before and returning for power start-up on May 17 th .	May 2025	May 2025
Return of Library and Parks & Rec staff to City Hall	Done	COMPLETED	Jul 2025	Jul 2025
Relocation of City Hall staff to Harbach Center	In Progress	Prepared Harbach Center space and relocate Admin Services and CommDev staff.	Sep 2025	
Census Office Setup	In Progress	Laptops, phones, printing, etc for census worker space	Sep 2025	

Assistant City Manager and Tech Services Monthly Report

Conferences, Training, Meetings, & Other

- James Kuzhikandathil attended the virtual **FOG/CAD/POG Westcom meeting** on July 2nd.
- Dennis Harken attended the virtual webinar **SAML and SSO Authentication for Lucity EAM** on July 8th.
- James Kuzhikandathil attended the virtual webinar **SentinelOne: Unlock Security Resilience in Endpoint Protection** on July 16th.
- Dennis Harken and James Kuzhikandathil attended the virtual **Westcom Technology Workgroup meeting** on July 23rd.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: August 28, 2025

RE: Administrative Services Report - July 2025

SYNOPSIS:

Please see the attached report along with supplemental materials.

Attachments:

1. 7-Monthly Report July.2025
2. July 25 Admin Report and Materials

MEMO

To: Mayor Edwards and Council Members

From: Elizabeth Hansen, Director of Administrative Services

Date: August 15, 2025

Re: Monthly Report – July 2025

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

- A. To date, 7,151 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 3,036 have selected the electronic billing feature. All utility customers have XBP accounts and 43% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more.
- B. 375 utility bill reminders were sent, and 31 customers were scheduled to be shut off this month.
- C. 69 work orders were processed – 8 for new construction so 61 were for other work.
- D. 65 warning tags were delivered/service shut-offs for non-payment.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	0	
Noise Permits	5	
Solicitor Permits	1	
Open Records Requests	5	
Pet Licenses	122	\$1,849.00
Parking Tickets	0	\$0.00
Yard Waste Stickers	4	\$512.00
Miscellaneous Waste Stickers	552	\$1,140.00

Income Offset Program (IOP) – We received \$326.00 from State of Iowa for IOP and from MCOA in July.

*****New monthly finance reports:** This report includes the updated year-to-date financial reports, the monthly interest report, and the usual water reconciliation report. Staff worked with the City Manager to make sure the reports are clear and complete.

Human Resources:

A. During July, the NeoGov Insight/OHC system was used for advertising Public Works Operations Specialist, Parks Sr. Operations Specialist – Park Grounds, Parks Sr. Operations Specialist – Natural Resources, and PT Fire positions (ongoing). Below are the hiring and promotions for calendar years 2018 to the present:

B. Hires -

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Full Time	5	14	22	14	15	16	15	9	4
Part-Time	2	10	7	22	10	1	7	9	7
Seasonal	151	159	159	132	130	73	130	151	133
Promotional	6	9	15	7	8	7	4	4	3

C. Separations –

	As of July 1, 2025 – June 30, 2026
Fire	1 PT - Other employment
Police	
Public Works	1 FT - Other employment
Library	
Parks	
Recreation	5 Seasonal
Administration	1 FT – Retirement

D. Staff Events:

- 2 City-Wide Trainings – All Staff Training on Worker's Compensation, Incident Review, Work-Life Balance, and Safety Award Distribution – 7/23/25 & 7/30/25
- 3 Off-Site HR Hours – Employee Communication - 7/11/25, 7/18/25, 7/25/25

Departmental Projects – Strategic Planning: Carry over items from FY25 to FY26

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

City Clerk Division

2025 Partial Special Census - Since August 2023, staff have been taking steps to conduct a partial special census, now to begin in October 2025. Recruitment for census workers is underway.

Human Resources Division

Citywide and Quarterly Supervisory Training - Staff held a city-wide training on July 23 and 30 for all employees, supervisors, and managers. The focus this quarter was on Handbook changes, Worker's Compensation changes, and Employee Mental Wellness. Quarterly trainings will continue throughout the year. The next supervisor training will be October 2025. The next city-wide training is a virtual learning event in December.

Cross-training UB/Deputy City Clerk/Comm Dev Front Desk – With the lower half of the City Hall Remodel Project placed into Phase II for construction in 2026, the cross-training of duties will begin when Administrative Services and Community Development move over to the Harbach Center in September 2025.



Cash and Interest Breakdown

Jul-25	LSB Operating	LSB Operating ICS	LSB Flex Funds	LSB Flex Funds ICS	Lincoln CD 11-29-2024		Lincoln CD 11/29/2024
	LSB (1254)	LSB ICS (1254)	LSB (8776)	LSB ICS (8776)	Express Bill Pay	3001048949	3001049019
Beg Balance	\$ 250,000.00	\$ 76,983,357.77	\$ 20,000.00	\$ 75,967.14	\$ 387,256.80	\$ 500,000.00	\$ 467,407.67
Revenues							
Interest	\$ 838.36	\$ 264,201.92	\$ -	\$ 258.26	\$ -	\$ -	\$ -
Revenue	\$ 7,617,573.82	\$ 1,889,758.44	\$ 11,421.33	\$ 6,162.03	\$ 463,133.60	\$ -	\$ -
Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev Sub Totals	\$ 7,618,412.18	\$ 2,153,960.36	\$ 11,421.33	\$ 6,420.29	\$ 463,133.60	\$ -	\$ -
Expenditures							
Expenses	\$ 7,618,412.18	\$ 4,081,531.04	\$ 11,421.33	\$ 5,134.41	\$ 817,439.53	\$ -	\$ -
Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exp Sub Totals	\$ 7,618,412.18	\$ 4,081,531.04	\$ 11,421.33	\$ 5,134.41	\$ 817,439.53	\$ -	\$ -
Statement End Balance	\$ 250,000.00	\$ 75,055,787.09	\$ 20,000.00	\$ 77,253.02	\$ 32,950.87	\$ 500,000.00	\$ 467,407.67
Adjustments							
Outstanding Sweep	\$ -	\$ -	\$ -	\$ (30.00)	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adj Totals	\$ 250,000.00	\$ 75,055,787.09	\$ 20,000.00	\$ 77,223.02	\$ 32,950.87	\$ 500,000.00	\$ 467,407.67

Interest Worksheet Report

July 31, 2025

	LSB Operating	LSB Operating ICS	Other	LSB Flex	Total	
Interest Received	\$ 838.36	\$ 264,201.92	\$ -	\$ 258.26	\$ 265,298.54	
Interest Spread	GL Acct / Fund #	GL Acct/ Fund Bal	% of Total Balance	Interest Deposited		
Flex Funding (EBS)	173		100.00%	\$ 258.26		
				\$ 265,040.28		
General Fund	001-4000-4-4300	10,102,541.71	16.49%	43,708.91		1501
Debt Service	200-4710-4-4300	1,006,603.39	1.64%	4,355.10		160
Water Fund (Utl)	600-4810-3-4300	10,073,996.83	16.44%	43,585.41		1581
Sewer Fund (Utl)	610-4815-3-4300	7,118,974.85	11.62%	30,800.43		1582
Storm Water Fund (Utl)	740-4865-3-4300	312,121.16	0.51%	1,350.40		1583
Capital Project Funding						
TIF - start in Jan 2017	123-4520-4-4300	596,061.13	0.97%	2,578.87		1530
University Flood Prone	342-4750-3-4300	2,313,728.46	3.78%	10,010.41		1584
City Facility Improv	350-4750-3-4300	3,274,914.61	5.35%	14,169.00		1504
2025 FIRE ENGINE	354-4750-3-4300	846,718.42	1.38%	3,663.35		1537
Greenbelt Landing	374-4750-3-4300	4,292,674.69	7.01%	18,572.37		1533
Linnan Park	387-4750-3-4300	5,067,632.66	8.27%	21,925.24		1534
NN PHASE III TRL	389-4750-3-4300	7,835,987.82	12.79%	33,902.60		1535
Storm Water	427-4750-3-4300	428,194.09	0.70%	1,852.59		1524
Sewer Cap	433-4750-3-4300	323,645.84	0.53%	1,400.26		1511
Water Cap	435-4750-3-4300	235,704.74	0.38%	1,019.78		1525
Alice's Road Ph1 (1A)	440-4750-4-4300	1,680,509.61	2.74%	7,270.77		1585
Alice's Road Ph3	442-4750-4-4300	1,200,408.60	1.96%	5,193.60		1586
Alice's Rd Improv	464-4750-3-4300	4,548,959.21	7.43%	19,681.19		1514
Franchise	476-4750-3-4300	-	0.00%	-		1526
Totals		61,259,377.82	100.00%	265,040.28		

Council Year to Date Report
EXPENDITURES

FUND	FY 2024-25 ACTUAL	FY 2025-26 BUDGET	CURRENT YTD	CURRENT YTD UNEXPENDED	BUDGET % EXPENDED
GENERAL	27,937,148	25,307,359	1,858,481	23,448,878	7.34%
POLICE DEPARTMENT	4,635,287	4,551,522	291,829	4,259,693	6.41%
FIRE PROTECTION	2,348,587	2,540,931	61,201	2,479,730	2.41%
RESCUE DEPARTMENT	2,229,691	2,311,616	160,520	2,151,096	6.94%
DISASTER CONTROL DEPARTMENT	11,534	14,015	16	13,999	0.11%
ANIMAL CONTROL	16,468	20,000	16,797	3,203	83.99%
PUBLIC WORKS ADMINISTRATION	617,239	628,615	53,307	575,308	8.48%
STREET LIGHTING	206,163	224,000	16,742	207,258	7.47%
TRAFFIC SAFETY DEPARTMENT	191,950	259,263	3,424	255,839	1.32%
ENGINEERING	951,238	960,534	74,455	886,079	7.75%
SOLID WASTE COLLECT & DISPOSAL	1,180,586	1,227,000	98,576	1,128,424	8.03%
MOSQUITO CONTROL DEPARTMENT	10,450	14,330	-	14,330	0.00%
WELLNESS PROGRAM	5,640	16,000	-	16,000	0.00%
LIBRARY SERVICES	1,019,999	1,082,705	87,348	995,357	8.07%
MUSEUMS & CENTERS	558,093	625,000	62,657	562,343	10.03%
PARKS & PLAYGROUNDS	1,653,706	1,764,035	133,365	1,630,670	7.56%
RECREATION	818,950	887,309	116,870	770,439	13.17%
RECREATION	197,088	251,049	12,115	238,934	4.83%
PUBLIC ART PROGRAM	6,865	10,500	29	10,471	0.27%
SWIMMING POOLS	785,069	845,079	239,765	605,314	28.37%
BUILDING & HOUSING SAFETY	355,182	354,076	26,424	327,652	7.46%
PLANNING & ZONING	558,132	558,769	61,601	497,168	11.02%
CODE ENFORCEMENT	104,952	109,457	8,159	101,298	7.45%
LEGISLATIVE (COUNCIL & MAYOR)	78,360	90,996	4,810	86,186	5.29%
EXEC. & ADM. (MGR, ASST MGR)	625,944	598,323	55,247	543,076	9.23%
HUMAN RESOURCES	337,606	305,610	19,679	285,931	6.44%
FINANCIAL ADMINISTRATION	6,942,744	3,387,475	72,806	3,314,669	2.15%
ELECTIONS	-	8,000	-	8,000	0.00%
LEGAL SERVICES	71,346	70,000	13,735	56,266	19.62%
CITY HALL	384,082	487,760	32,775	454,985	6.72%
MISCELLANEOUS UNALLOCATED	13,417	51,250	23,485	27,765	45.82%
IT	1,020,783	1,052,140	110,743	941,397	10.53%
PERS SERV. (CIVIL SERVICE)	-	-	-	-	#DIV/0!
ROADWAY MAINTENANCE	2,771,385	3,081,808	151,958	2,929,850	4.93%
LOCAL OPTIONS SALES TAX	3,827,840	4,105,043	-	4,105,043	0.00%
WATER	6,653,567	6,547,552	351,546	6,196,006	5.37%
SANITARY SEWERS	4,095,766	4,091,702	416,696	3,675,006	10.18%
STORM SEWERS	2,132,389	1,857,598	59,157	1,798,441	3.18%
INTERNAL SERVICE- Cap Equip	1,924,419	2,619,382	100,823	2,518,559	3.85%
TOTAL*	49,342,515	47,610,444	2,938,661	44,671,783	6.17%

REVENUES

FUND	FY 2024 ACTUAL	FY 2024-25 BUDGET	CURRENT YTD	CURRENT YTD UNCOLLECTED	BUDGET % COLLECTED
GENERAL	26,804,721	24,059,646	980,990	23,078,657	4.08%
NON-PROGRAM GENERAL REVENUE	22,727,331	20,205,302	511,108	19,694,194	2.53%
POLICE DEPARTMENT	53,096	73,000	1,949	71,051	2.67%
FIRE PROTECTION	10,135	9,500	1,200	8,300	12.63%
RESCUE DEPARTMENT	910,068	700,500	135,198	565,302	19.30%
ANIMAL CONTROL	18,555	18,000	343	17,657	1.91%
ROADWAY MAINTENANCE	25,152	31,000	1,000	30,000	3.23%
SOLID WASTE COLLECT & DISPOSAL	1,252,999	1,269,600	105,322	1,164,278	8.30%
LIBRARY SERVICES	40,083	40,984	667	40,317	1.63%
PARKS & PLAYGROUNDS	15,597	42,000	1,630	40,370	3.88%
RECREATION	494,470	460,650	40,533	420,117	8.80%
PUBLIC ART PROGRAM	4,185	-	-	-	0.00%
SWIMMING POOLS	699,982	734,610	148,241	586,369	20.18%
BUILDING & HOUSING SAFETY	65,436	94,500	4,246	90,254	4.49%
PLANNING & ZONING	487,632	380,000	29,553	350,447	7.78%
ROADWAY MAINTENANCE	2,641,900	3,041,178	207,196	2,833,982	6.81%
LOCAL OPTIONS SALES TAX	4,102,308	4,480,000	418,022	4,061,978	9.33%
WATER	6,877,179	6,894,785	700,380	6,194,405	10.16%
SANITARY SEWERS	4,243,966	4,046,152	377,366	3,668,786	9.33%
STORM SEWERS	1,835,604	1,877,838	158,650	1,719,188	8.45%
INTERNAL SERVICE- Cap Equip	1,721,470	2,556,104	257,500	2,298,604	10.07%
TOTAL*	48,227,148.61	46,955,703.47	3,100,103.65	43,855,599.82	6.60%

*The totals shown in the above charts reflect only a portion of the City's overall budget

July 31, 2025

RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY25/26

Month of: July 2025

Aged trial balance- Report Date: 6/30/2025 \$ 107,563.14

BILLINGS

Billings for the month of: JUNE \$ 2,928,326.74

Billings for the month of: JULY \$ 1,025,871.85

Total billings for the months of June and July, 2025 (includes penalties and finals) \$ 3,954,198.59

TOTAL BILLINGS \$ 4,061,761.73

LESS COLLECTIONS

Revenues collected for the month of: JULY \$1,252,066.15
(Includes final bill payments, County Treasurer payments, etc.)

Council Write-Offs \$0.00

City Accounts- write-off/adjustments \$0.00

Deposit amounts applied \$2,778.59

Payment adjustments \$0.00

TOTAL COLLECTIONS \$ 1,254,844.74

SUB TOTAL \$ 2,806,916.99

Aging report balance for: 7/31/2025 \$ 965,288.85

Aging report (07/31/25) for accounts 30 days or more past due \$ 113,300.29



Memo

TO: Mayor and Council members

FROM:

DATE: August 28, 2025

RE: Community Development Report - July 2025

SYNOPSIS:

Attachments:

1. Com Dev Report - 07-2025



MEMO

To: Honorable Mayor and City Council

From: Doug Ollendike, Community Development Director

Date: August 28, 2025

Re: Community Development Monthly Report

Building Services Division

3 new single-family homes were permitted in July with a valuation of \$1,667,685. A total of 43 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

Commercial Permits Issued

Vision Electrical and Plumbing's renovations at 2163 NW 111th ST is needing a final inspection and they will be wrapped up with this project. Staff has conducted a pre-final walkthrough; however, no final inspection has been scheduled yet.

Amare Vita/MavenCrux has completed all the site work. Due to the homes not selling, the finishing of a few of the homes has been delayed. All exteriors are buttoned up on these homes. Additionally, the remaining two homes yet to be constructed, have the foundations installed only.

The interior work at "The McCoy" apartments located at 11040 Hickman RD is complete. Final inspections have been conducted. Some of the exterior work is still outstanding with the contractor working towards completion.

The Emerald Isle townhome project has full permits for the second building of six units; interior finishing progress is being made on these two buildings. The street work has been completed. No final inspections will be scheduled on the first building until all of the necessary development paperwork is completed, including the final platting.

The CO has been issued to the Silverstar Carwash at 15451 Hickman RD. Staff has been paying attention to the Emerald Isle street project that is tied to the Silverstar Carwash CO. Good progress is being made on the street.

A building permit has been issued for 12931 University AVE for a new hair salon; final inspections have been done; however, they are still waiting on some electrical equipment to arrive.

The permit has been issued for Greenbelt Landing. Interior work along with exterior work is in full swing on the building and exterior improvements.

Staff has issued a permit for an addition and large interior remodel located at 12605 Woodlands PKWY; finish work is nearing completion.

A permit for the Starbucks shell building and tenant finish located at 15935 Hickman RD has been issued and the shell project has been inspected up to framing. Staff was recently notified that Starbucks has pulled out of the project and the developer is currently looking for a new tenant for the constructed shell building. Staff has been working with the developer to get cleanup actions, stabilization measures and the open building secured.

A remodel permit for the former Beauty Brands has been issued to split the building into two tenant spaces. A final inspection has been completed on the Chipotle tenant finish and we are awaiting plans for the second tenant space within the next few weeks. The shell building remodel is complete.

The building permit has been issued for a locker room remodel and minor exterior modifications at the Genesis Health and Fitness Club (10930 Hickman RD). This project is progressing slowly; due to intricate details included in the new locker rooms. Additionally, the contractor is working on cosmetic finishes within the entire building; which has also been a slow process.

An addition permit has been submitted for Weissenburger Investments located at 16400 Sheridan RD; staff is currently reviewing the plans. Permits will be issued soon.

The Krispy Kreme remodel, due to a fire, is complete and the business has a full CO.

A small interior remodel permit is under review for 1300 NW 138th Street. They are looking to add some basement windows and finish work associated with the new window installation.

A permit has been issued for Indian Hills School (9401 Indian Hills Dr.) for adding a seclusion/isolation room.

Staff is working with Mister Car Wash and their dry floodproofing improvements. Flood barriers have been added to all openings below the base flood elevation.

Staff is working on the draft for the new rental code. The Public hearing will be in September with a presentation of the proposed changes.

Planning Services Division

The 86th Street Neighborhoods Plan was approved by Council on September 9, 2022. Staff are working on implementation. Planning staff has worked with a commercial property owner to create a proposed outlot for acquisition of land needed for future construction of the 82nd Street trail.

Emerald Isle Townhomes has substantially completed utilities and street construction. Staff anticipates a final plat will be approved in the near future.

Fortress Bank, 11140 Hickman Rd, has submitted a site plan for a 3-story, 18,000 square foot retail and office bank building. Staff is working through the Urban Renewal Plan Amendment to support their TIF rebate request.

Chili's, 11411 Forest Ave, is completing a landscaping refresh and has submitted updated plans in anticipation of installation this fall.

Genesis Health, 10930 Hickman Rd, has removed dead and diseased trees (primarily ash) throughout the site. Replacement plantings are scheduled to be installed this fall.

Krispy Kreme, 1880 NW 86th St, has submitted a site plan amendment for complete accessibility upgrades in their parking lot.

Dehner Distillery, 1480 NW 86th St, has received site plan approval. Staff is working through the Urban Renewal Plan Amendment to support their TIF rebate request.

Exterior building and site improvements for the multi-tenant building at 10001 University Ave (formerly Beauty Brands) is nearing completion.

Staff is finalizing recommendations for Off-Street Parking and Circulation requirements and anticipates setting public hearing at an upcoming Council meeting.

Zoning Compliance Certifications Issued

Business	Address	Issue Date
Beck Engineering	2480 BERKSHIRE PKWY	07/18/2025
Census Bureau Office	2175 NW 86TH ST	07/21/2025
Salvation Army Church	1400 NW 100TH ST	07/28/2025
Integrated Psychiatry PLLC	9550 HICKMAN RD	08/12/2025
LensCrafters	10001 UNIVERSITY AVE 110	08/13/2025
Calvary Chapel Living Hope	9051 SWANSON BLVD	08/21/2025
Diventures	15966 HICKMAN RD	08/22/2025



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

	Jul-24	Jul-25	YTD Total	Jul-25	YTD Total
Building Permit - New Single Family	5	3	29	\$1,667,685	\$15,654,577
Building Permit - New Townhome	0	0	0	\$0	\$0
Building Permit - New Condominium	0	0	0	\$0	\$0
Building Permit - Residential Additions	5	6	28	\$362,966	\$1,396,171
Building Permit - Residential Remodel	1	1	14	\$225,000	\$719,385
Building Permit - New Commercial	1	0	0	\$0	\$0
Building Permit - Commercial Additions	0	0	0	\$0	\$0
Building Permit - Commercial Remodel	6	1	16	\$3,941	\$9,369,699
FYTD TOTALS					
Building Permit - New Single Family	5	3		\$1,667,685	
Building Permit - New Townhome	0	0		\$0	
Building Permit - New Condominium	0	0		\$0	
Building Permit - Residential Additions	5	6		\$362,966	
Building Permit - Residential Remodel	1	1		\$225,000	
Building Permit - New Commercial	1	0		\$0	
Building Permit - Commercial Additions	0	0		\$0	
Building Permit - Commercial Remodel	6	1		\$3,941	



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

July 2025
RESIDENTIAL PERMIT ACTIVITY

/ SINGLE FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
07/09/2025	18018	CREEKSIDE DR	Black Horse Construction LLC	\$536,777	SHADOW CREEK WEST
07/15/2025	18137	HIDDEN KNOLL	Frampton Homes	\$610,857	SHADOW CREEK PLAT 06
07/17/2025	18100	ALDERLEAF DR	Caliber Homes	\$520,051	SHADOW CREEK WEST
TOTAL				\$1,667,685	
YTD CALENDAR				\$15,654,577	
YTD FISCAL				\$1,667,685	

W TOWNHOME

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

NEW CONDOMINIUM/MULTI-FAMILY

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

RESIDENTIAL ADDITIONS

06/17/2025	18295	ALPINE DR	Paragon Builds LLC	\$34,076	Basement Finish
07/01/2025	8782	ALICE AVE	Harless Construction	\$59,789	Room Addition
07/07/2025	1631	132ND ST	Buresh Home Solutions	\$48,479	Covered Deck
07/11/2025	2807	165TH ST	Better Builders	\$47,706	New Covered and Open Deck
07/16/2025	18394	ALPINE DR	Culp Home Improvement LLC	\$28,152	Basement Finish
07/25/2025	16810	AIRLINE DR	Buresh Home Solutions	\$42,419	Covered Deck
TOTAL				\$362,966	
YTD CALENDAR				\$1,396,171	
YTD FISCAL				\$362,966	

RESIDENTIAL REMODEL

06/25/2025	13564	VILLAGE CT	Croze & Lemke Construction	\$235,833	Remodel Home
TOTAL				\$225,000	
YTD CALENDAR				\$719,385	



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

July 2025
COMMERCIAL PERMIT ACTIVITY

NEW COMMERCIAL

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

COMMERCIAL ADDITIONS

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

COMMERCIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
07/09/2025	9401	INDIAN HILLS DR	JC Toland Painting	\$3,941	Seclusion/isolation room
				TOTAL	\$3,941
				YTD CALENDAR	\$9,369,698
				YTD FISCAL	\$3,941

Code Enforcement Activity Report for July 2025

Violation Activity

- Investigated 68 new violations
 - 38 violations initiated through proactive enforcement of common code violations
 - 30 violations initiated through complaints of common code violations
 - 6 violation was abated by the City
- Investigations conducted
 - 68 initial inspections for common code violations
 - 46 follow up inspections
 - 114 total inspections
- July voluntary compliance rate was 91%
- Pulled 39 illegal signs from the City Right of Way
- July Case Breakdown

5-6-2(1(H)): Nuisances: Dense Overgrowth	-3
5-6-2(1(I)): Nuisances: Tall Grass and Weeds	-41
5-6-2(1(K)): Junk	-1
5-6-6: Junk/Inoperable Vehicle	-2
7-1-8: Debris Deposits Prohibited	-1
7-1-11: Use of Parkings	-1
7-2-2: Duty of Abutting Property Owners – Sidewalks	-1
7-5-5: Overhanging Trees	-5
7-5-7(A): Removal of Trees and Stumps	-1
8-5-6: Yard Waste Removal	-1
8-5-8: Open Dumping Prohibited	-1
8-5-10(B): Storage of Trash/Recycling Containers	-2
10-11-1: Erosion Control	-6
11-4-5: Vision Clearance	-1
11-13-5(K): Off Street Parking Regulations – Long Term Storage	-1

Other Activities

- Continued work on priority issues
 - Continued work on parkway tree study and plan
 - Continued work on 2025 Sidewalk Repair Program
 - Educating violators with personal contact by phone and in person
 - Work with other departments as often as possible to strengthen relationships
 - Continued to look for opportunities to fine tune the Code Enforcement process



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: August 28, 2025

RE: Fire Department Report - July 2025

SYNOPSIS:

Fire Department Report - July 2025

Attachments:

1. 7-July 2025 Council Report



Memo

TO: Honorable Mayor, City Council, City Manager

FROM: Clayton Garcia, Fire Chief

DATE: 8/5/2025

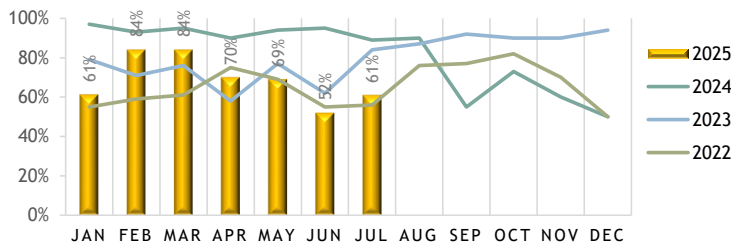
RE: July 2025 Monthly Report

Target	Milestones	Status
Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions (Wind Event Operations)	Pre-Identify NWS "benchmarks" to initiate action plan	In Progress
	Review current City Damage Assessment Tools	In Progress
	Implement mass notification and website comms	In Progress
	Identify districts or zones for damage assessment	In Progress
	Explore/evaluate Polk County Reg Assessment tool	In Progress
	Identify number of staff members needed for assess	In Progress
	Review draft Polk County Debris Mgmt Plan	In Progress
	CC Work Session: Polk County Debris Mgmt Plan Rev	In Progress
Target	Milestones	Status
Fire-EMS Collaboration with Urbandale - Apparatus Sharing and Paramedicine 28Es	Identify collaboration partner/s	Completed
	Create, finalize and implement 28E for shared serv	Completed
	Finalize asset transfer of L325 and Urbandale unit	Completed
	Outfit new suppression apparatus for Station 32	In Progress
	Complete "audit" of Clive/Urbandale response plan	In Progress
	CC Decision: Shared Services 28E Agreement	Completed
	Create, finalize maintenance agreement w/ Urb	Completed
	CC Decision: Maintenance agreement adoption	Completed
	Prepare 28E (or internal resource) for bariatric care	Completed
	CC Decision: 28E for bariatric patients' adoption	Completed
	Complete mini standards of coverage for Station 22	In Progress
	Draft community health coordinator roles/response	Not Started
Management Projects		Status
Fire Dept NFPA Physicals - Add Cancer Screening		Completed
EMS Write Off Data		Completed
Fire Staffing Levels/Makeup New Standards: Implementation		Completed
Hire All FT Staff: Solidification of Roles and Responsibilities: Update		Completed
Public Safety Radio Replacement: Completion		Completed
Public Safety Staff Recruitment/Retention Strategy: Continued Implementation		In Progress
Fire Vehicle Spec Process (320)		In Progress

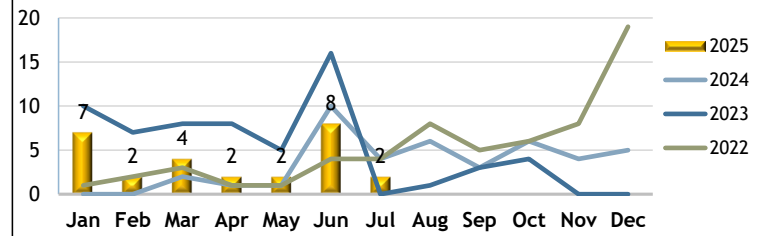


Clive Fire Department Monthly Report July 2025

100% Staffing of On-Duty Shifts



Mandatory Overtime Shifts

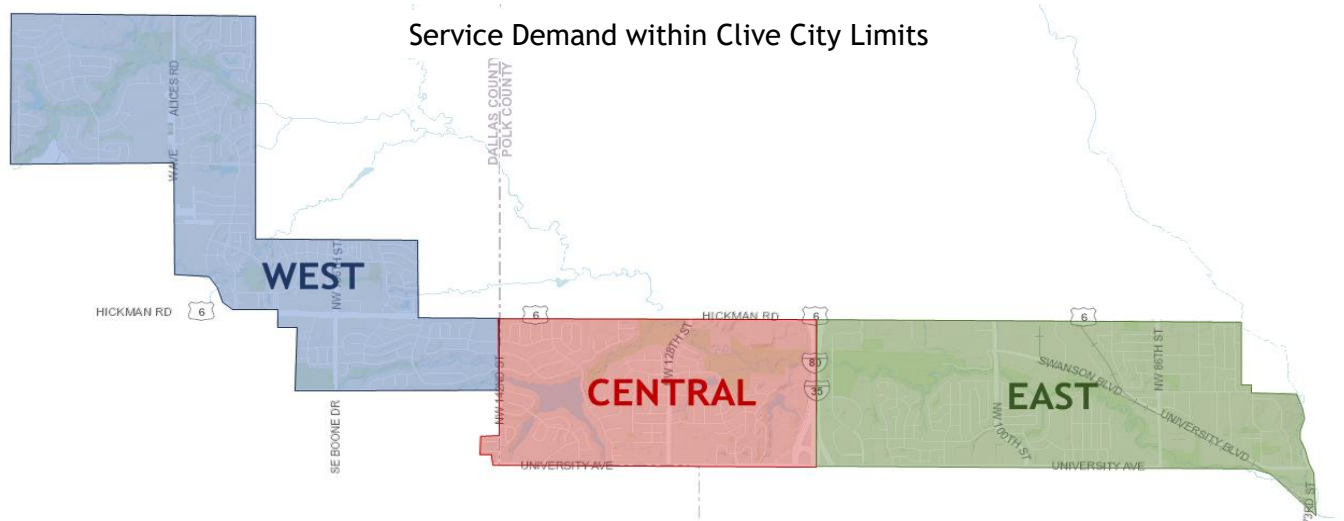


Citizen Satisfaction for Safety in Clive Above Customized and National Benchmarks

Source: 2022 Citizen Satisfaction Survey Results

	Percent Positive	Benchmark	Rank	Rank Percentile
Fire Services	97	Similar	39/317	92%
Emergency Medical Services	95	Similar	29/293	90%
Fire Prevention	92	Similar	21/282	92%
Emergency Preparedness	88	Higher	2/281	99%

Service Demand within Clive City Limits



WEST		
EMS	22	12.0%
Fire	10	5.5%
Total	32	17.5%

CENTRAL		
EMS	25	13.7%
Fire	18	9.8%
Total	43	23.5%

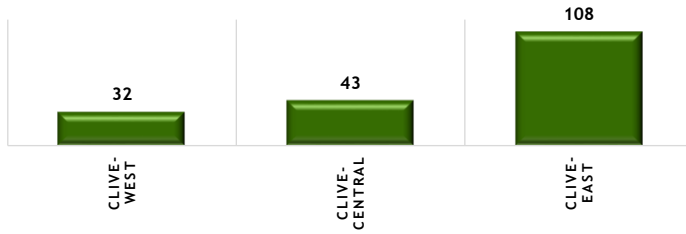
EAST		
EMS	79	43.2%
Fire	29	15.8%
Total	108	59.0%



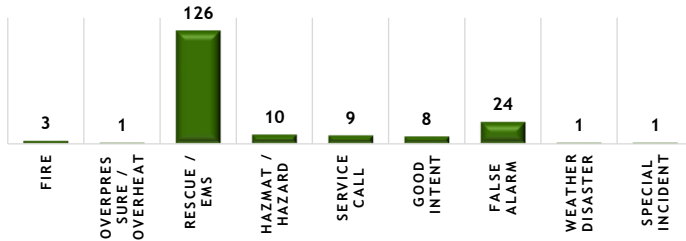
Clive Fire Department
Service Demand
July 2025

City of Clive

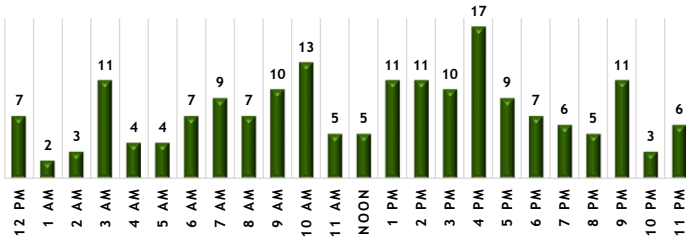
SERVICE DEMAND BY RESPONSE AREA



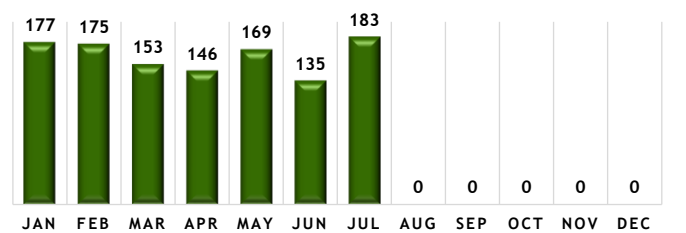
SERVICE DEMAND BY NFIRS CATEGORY



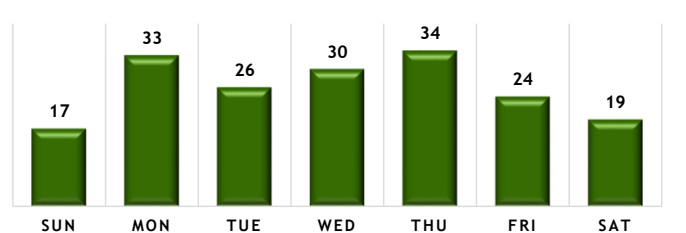
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

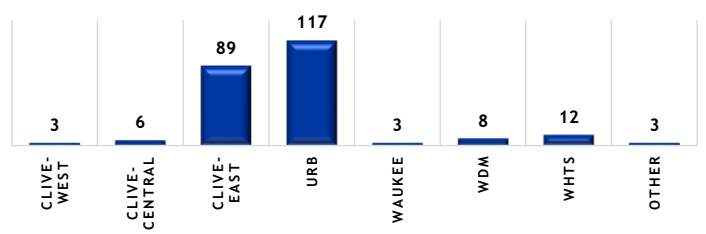


SERVICE DEMAND BY DAY OF THE WEEK

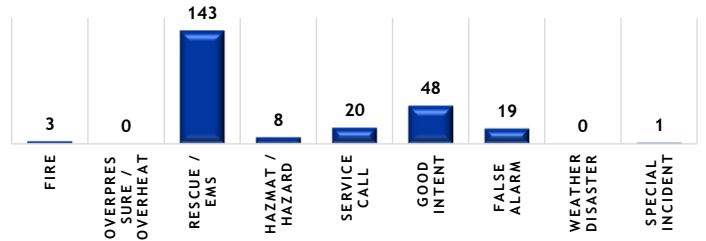


Station 32

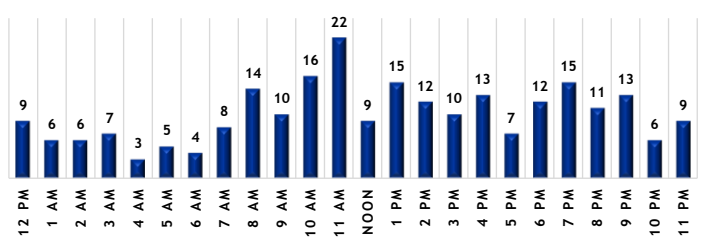
SERVICE DEMAND BY RESPONSE AREA



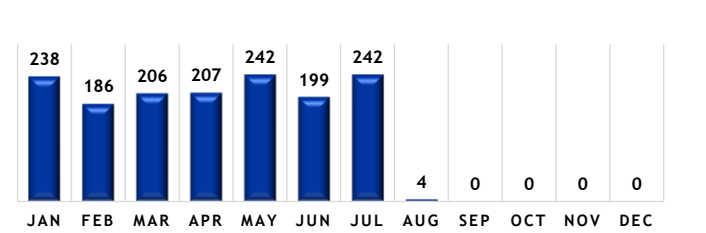
SERVICE DEMAND BY NFIRS CATEGORY



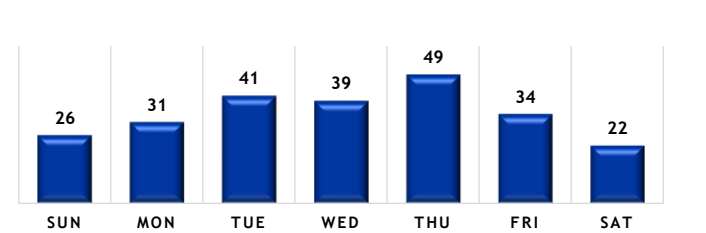
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

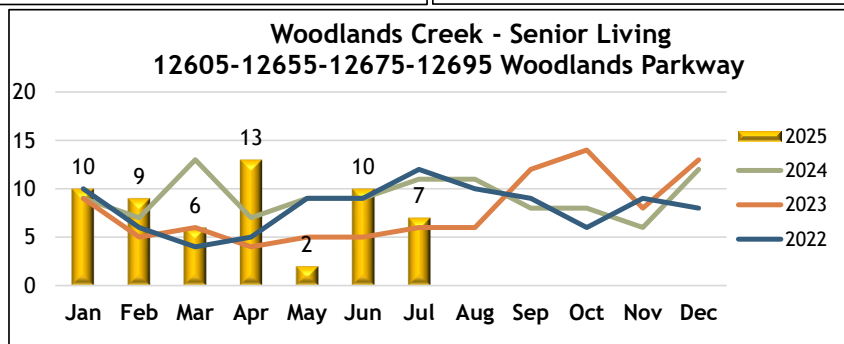
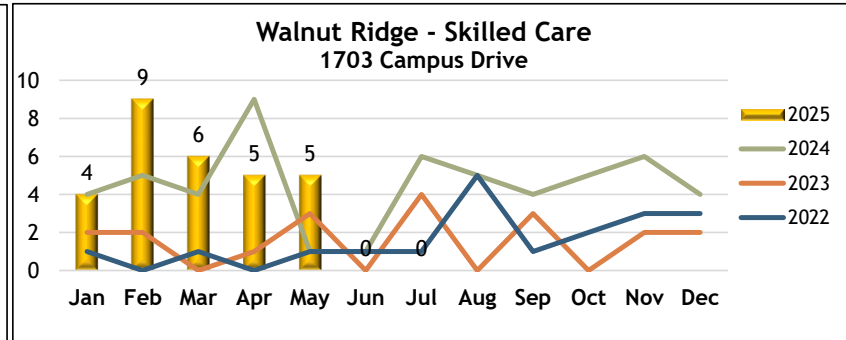
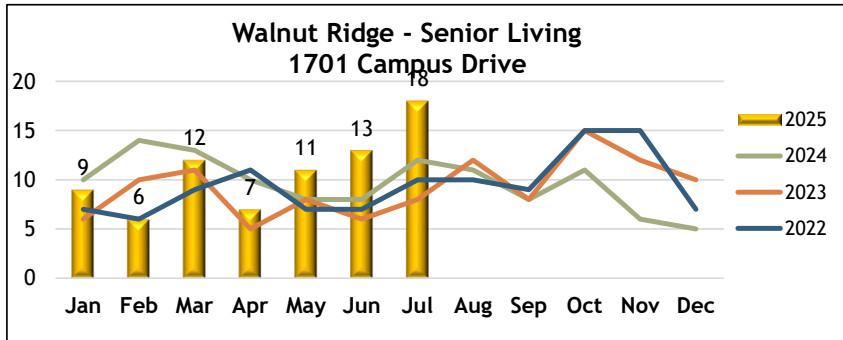
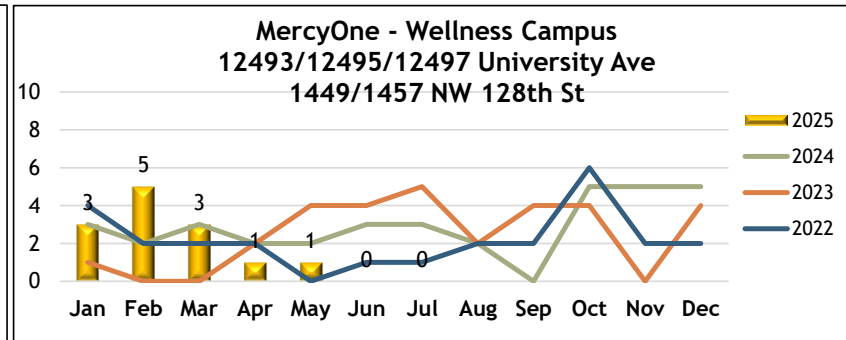
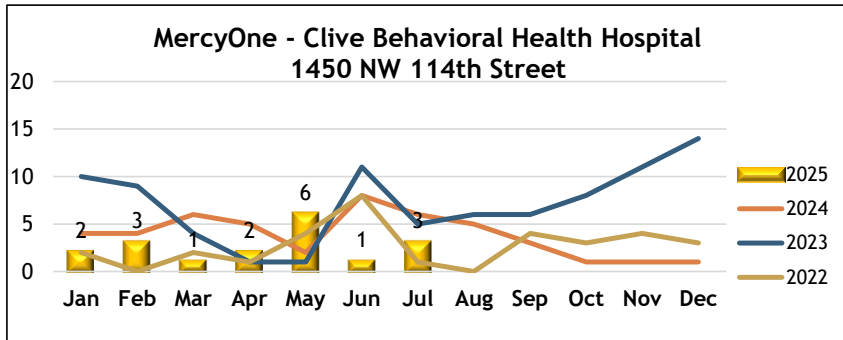
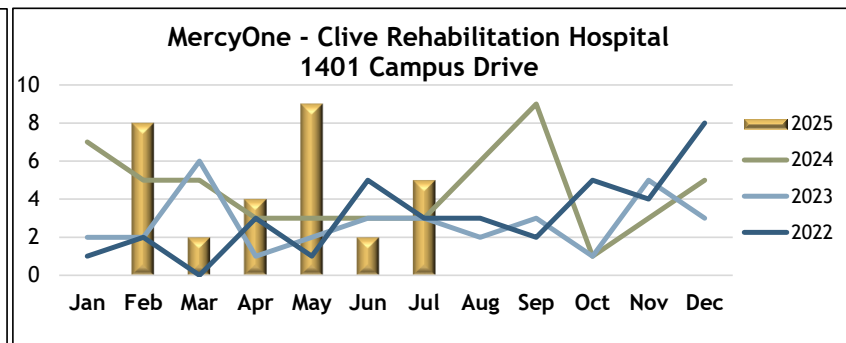
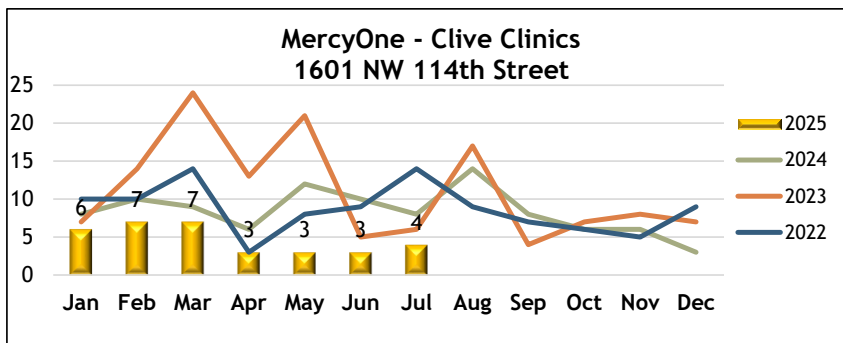


SERVICE DEMAND BY DAY OF THE WEEK





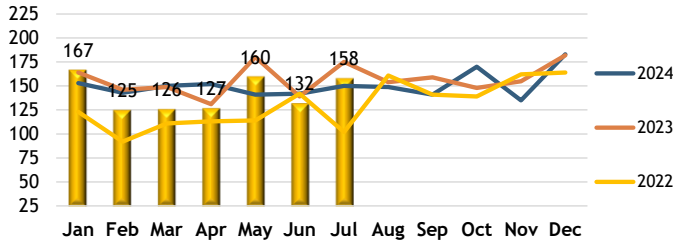
Clive Fire Department Service Demand - EMS July 2025



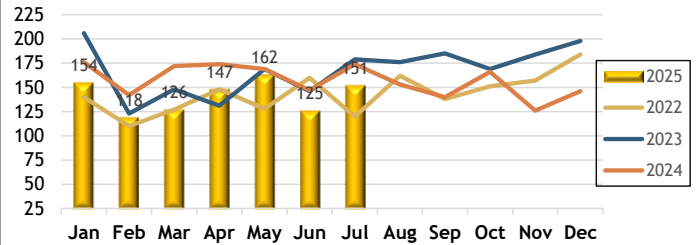


Clive Fire Department Monthly Report July 2025

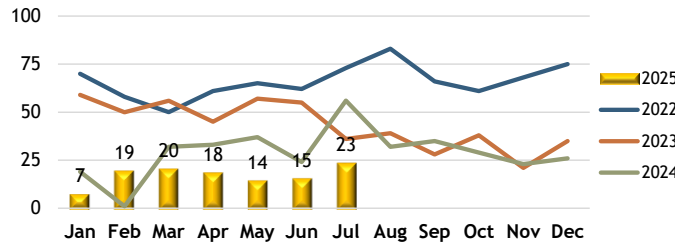
Station 32 Ambulance Responses



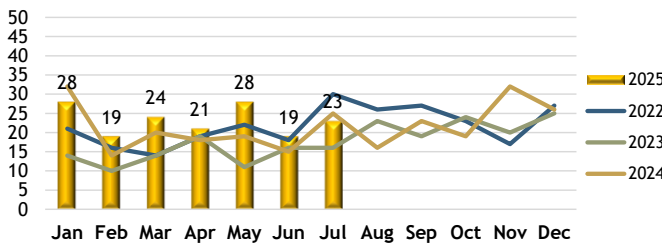
Station 32 Engine/Ladder Responses



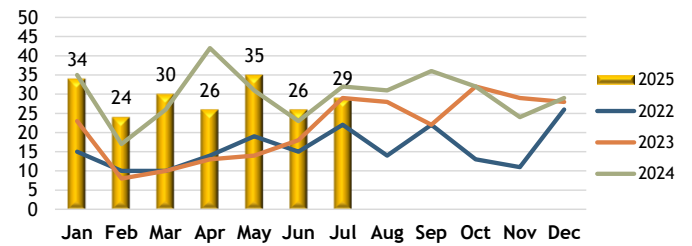
Station 22 Engine Responses into Clive



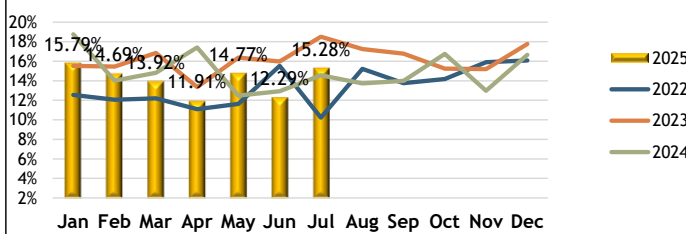
Station 43 Ambulance Responses into Clive



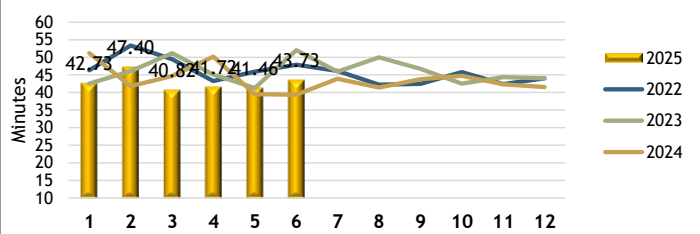
Station 43 Engine Responses into Clive



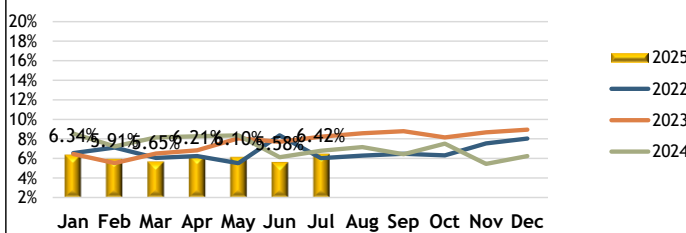
Unit Hour Utilization - Clive Ambulance



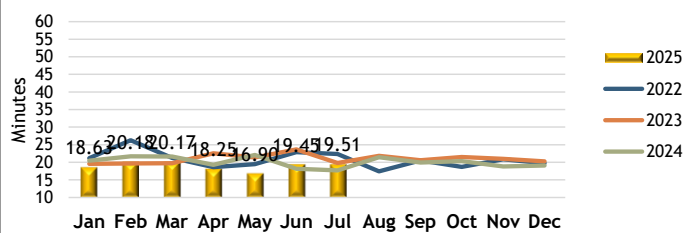
Average Time Committed - Clive Ambulance



Unit Hour Utilization - Clive Suppression



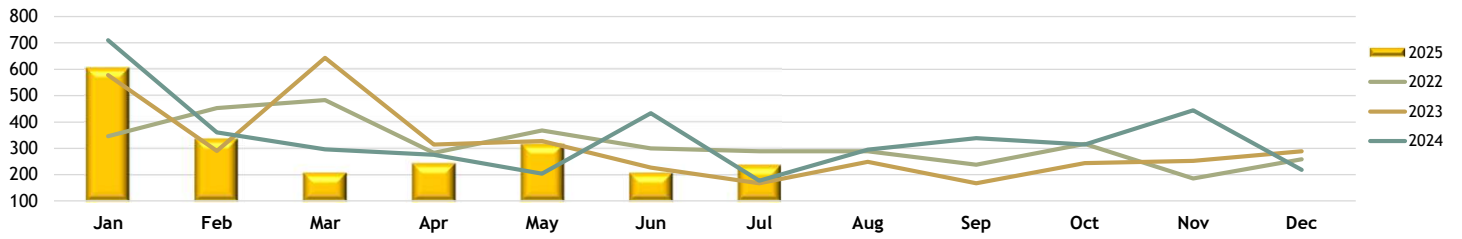
Average Time Committed - Clive Suppression



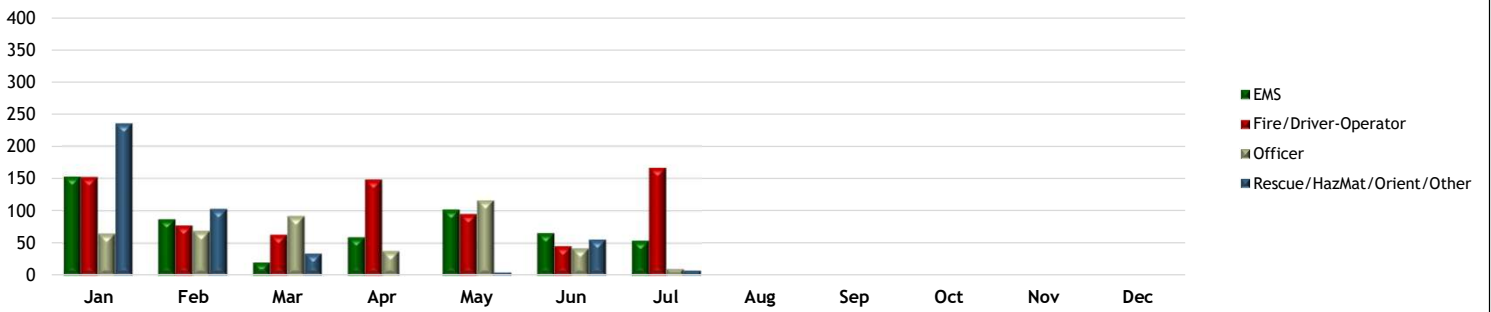


Clive Fire Department Training July 2025

Training Hours - Annual Comparison by Month

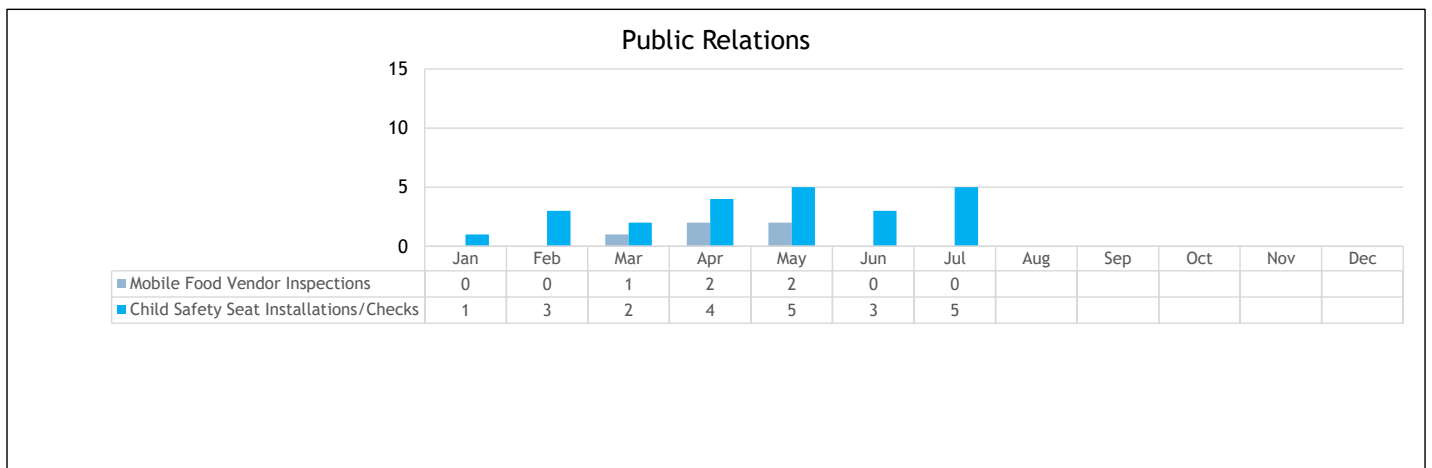
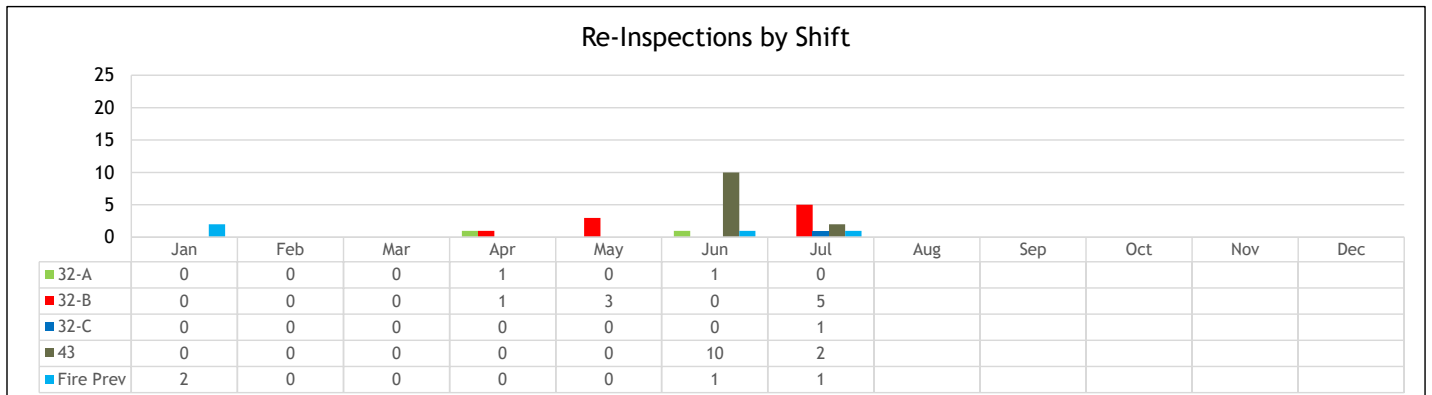
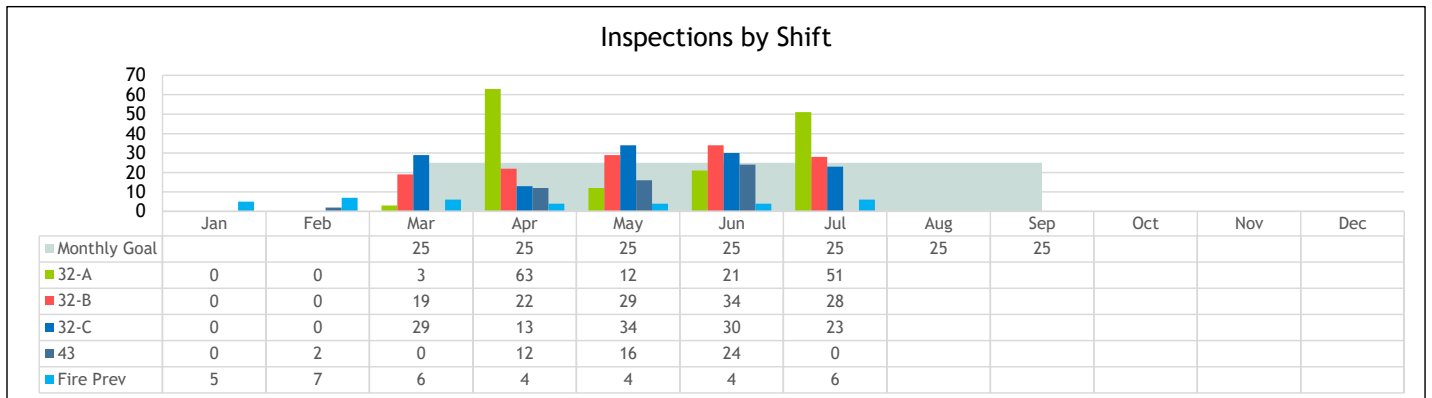
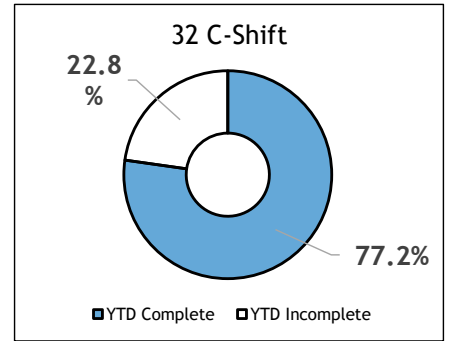
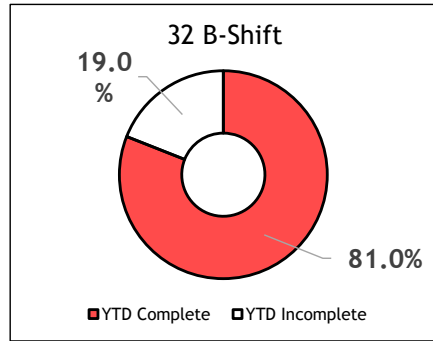
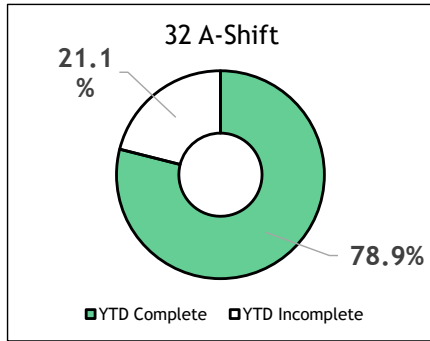


Training Hours - Current Year by Program Area





Clive Fire Department Inspection/Prevention Monthly Report July 2025



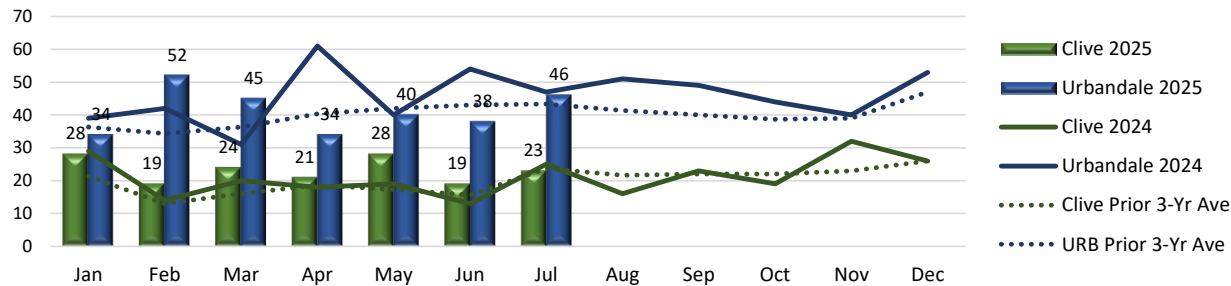


Clive Fire Department
Shared Services Report
July 20205

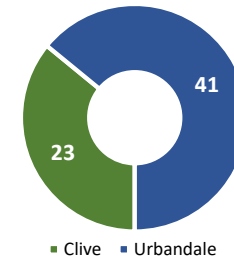
Urbandale - Station 43

Station 43 Became Operational March 10, 2020

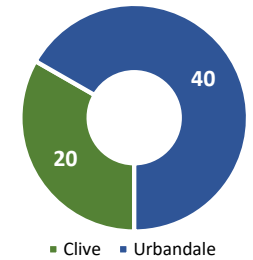
Ambulance



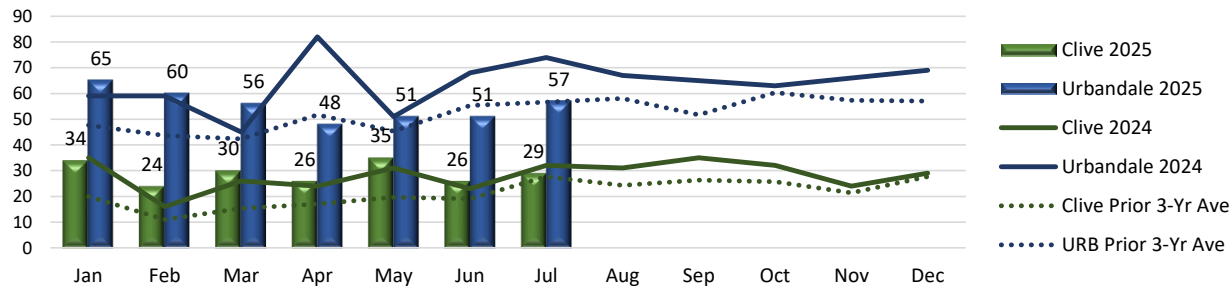
Year to Date Monthly Average



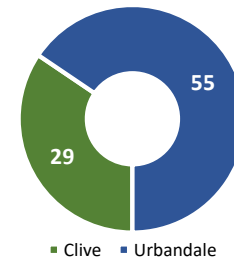
Prior 3-Year Monthly Average



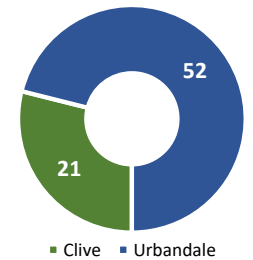
Engine



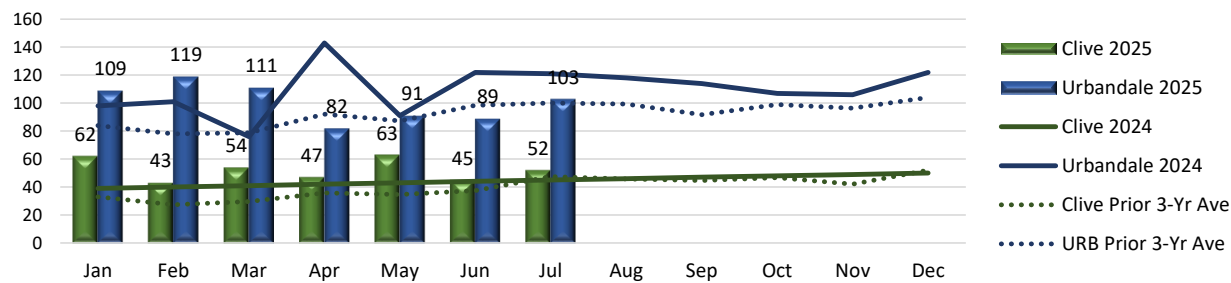
Year to Date Monthly Average



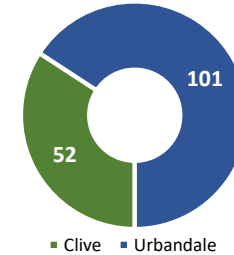
Prior 3-Year Monthly Average



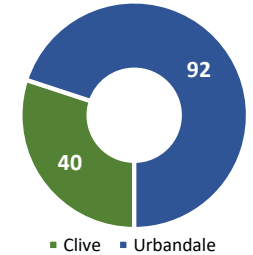
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average



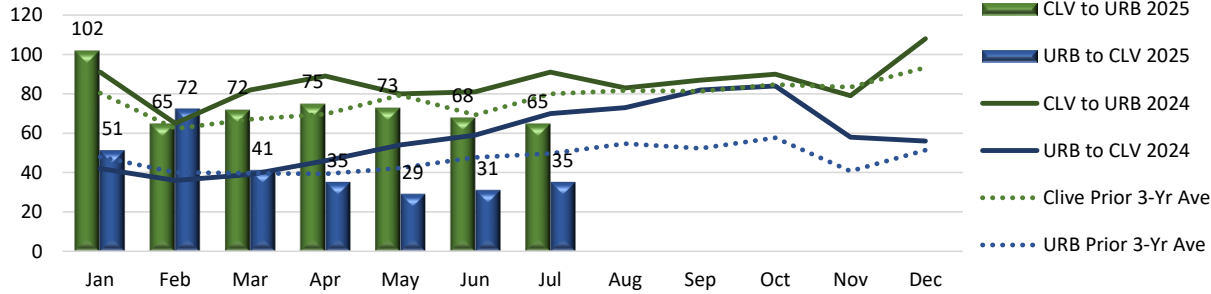


Clive Fire Department
Shared Services Report
July 2025

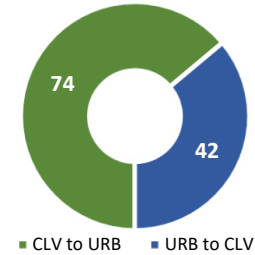
Clive / Urbandale - Closest Unit Response

Does Not Include Station 43

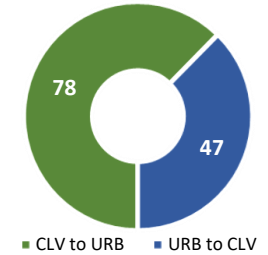
Ambulance



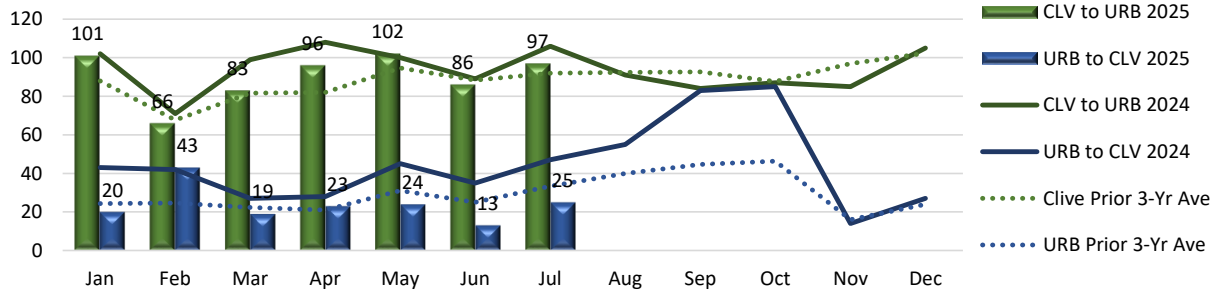
Year to Date Monthly Average



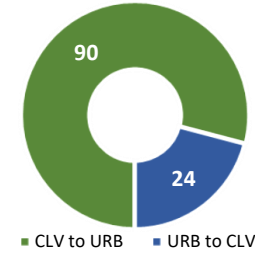
Prior 3-Year Monthly Average



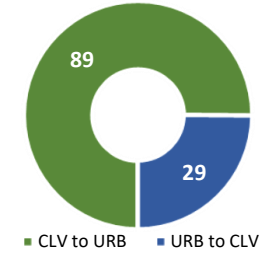
Engine



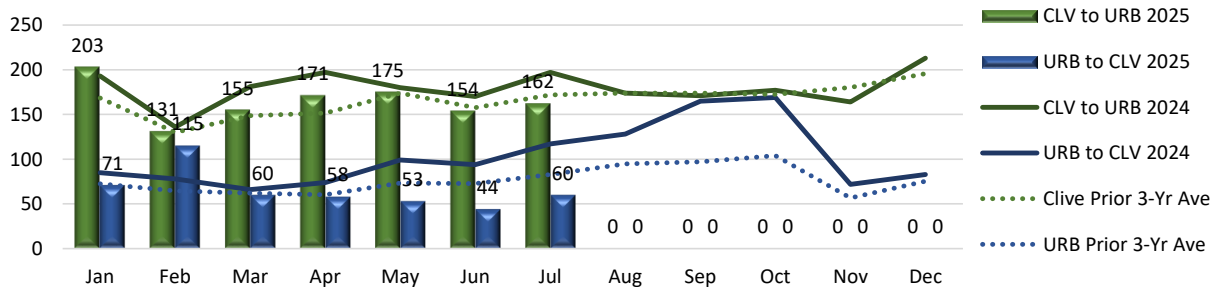
Year to Date Monthly Average



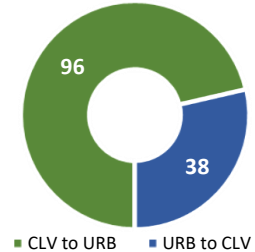
Prior 3-Year Monthly Average



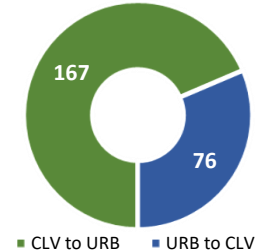
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average



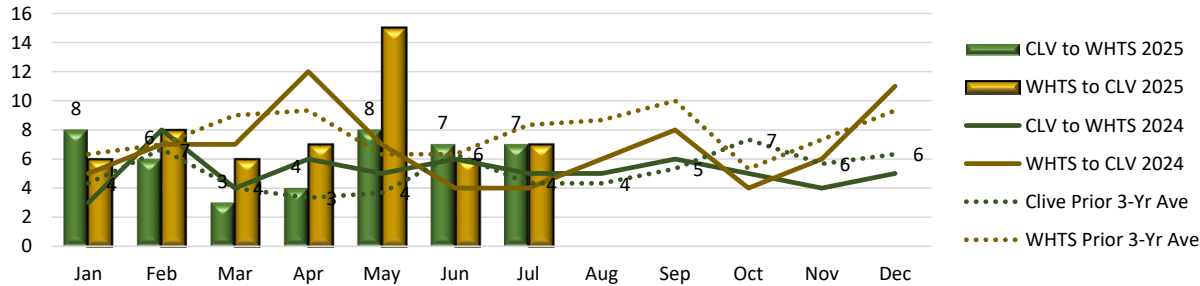


Clive Fire Department
Shared Services Report
July 2025

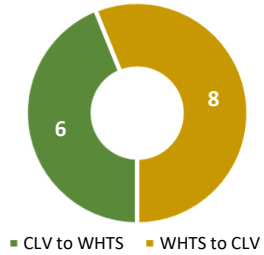
Clive / Windsor Heights - Closest Unit Response

WHTS Joined Westcom 9/22/21 - CUR Initiated 10/15/21

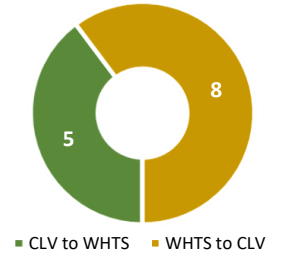
Ambulance



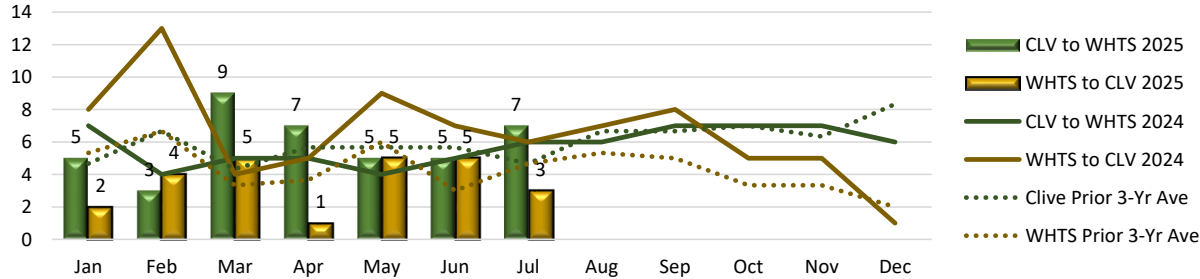
Year to Date Monthly Average



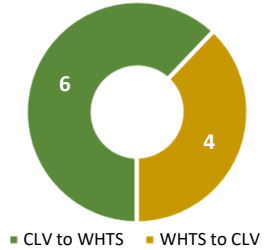
Prior 3-Year Monthly Average



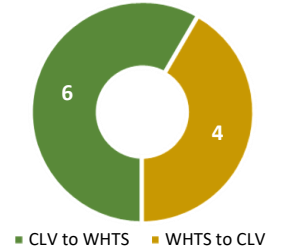
Engine



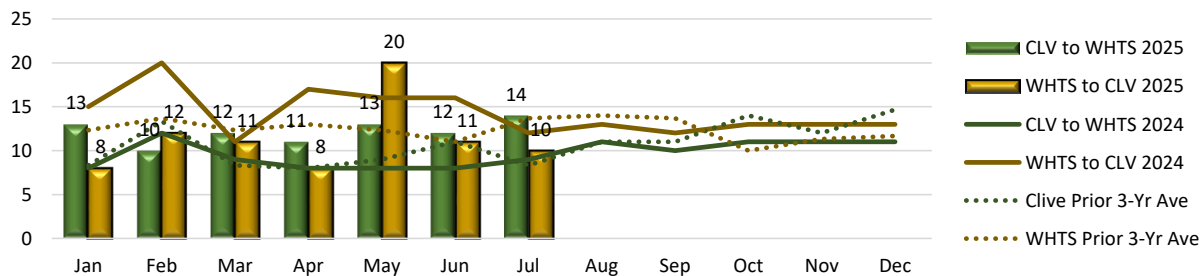
Year to Date Monthly Average



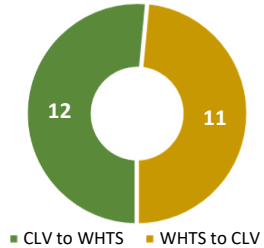
Prior 3-Year Monthly Average



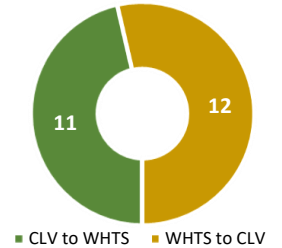
Total (Ambulance & Engine)



Year to Date Monthly Average



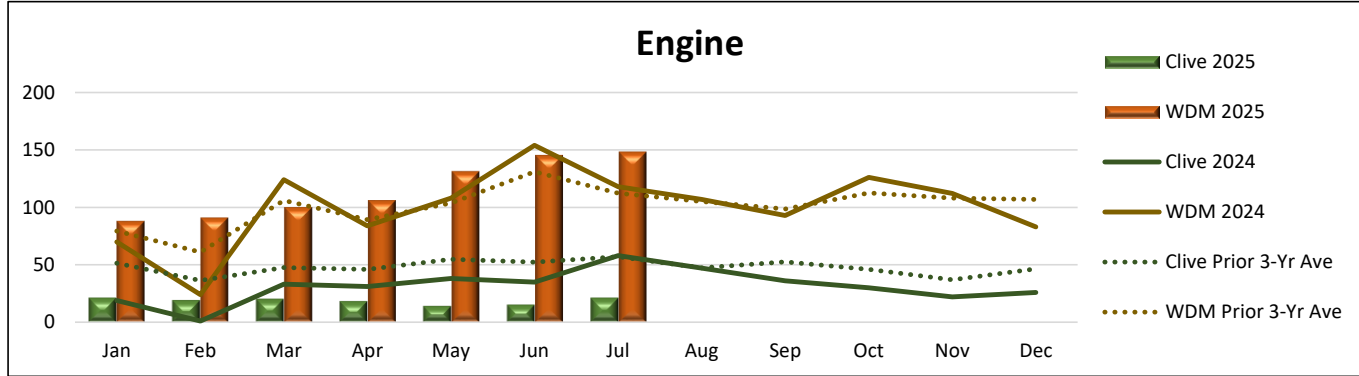
Prior 3-Year Monthly Average



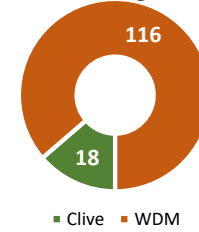


Clive Fire Department
Shared Services Report
July 2025

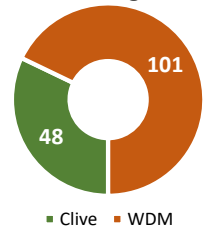
West Des Moines - Station 22



Year to Date
Monthly
Average



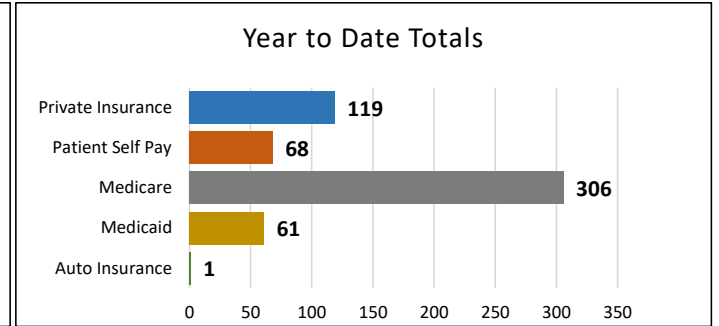
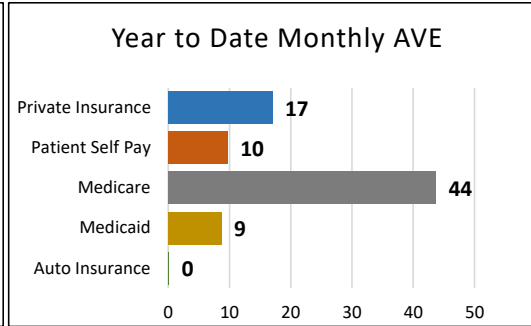
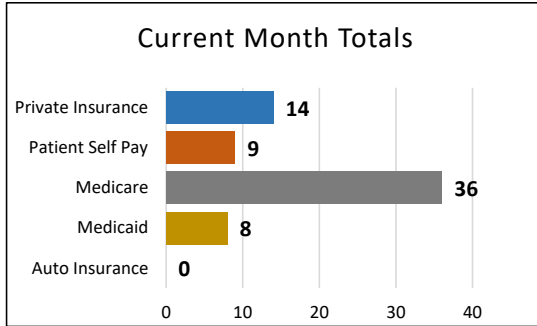
Prior 3-Year
Monthly
Average



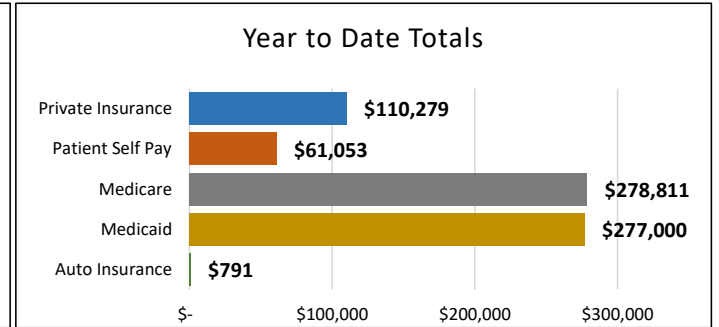
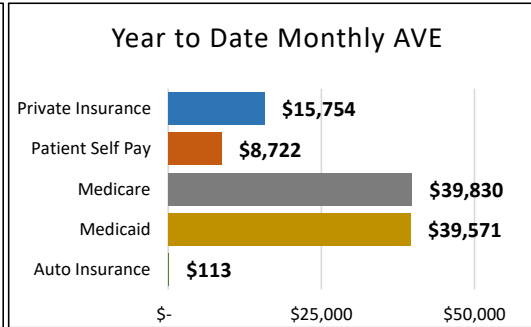
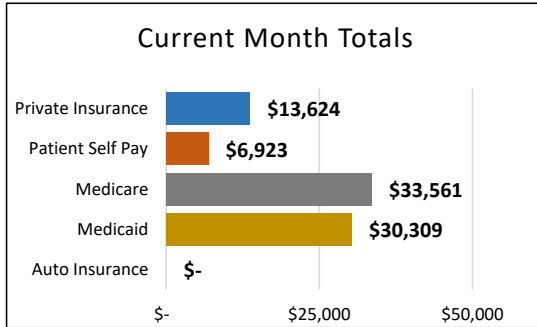


Clive Fire Department
EMS Billing Report
July
2025

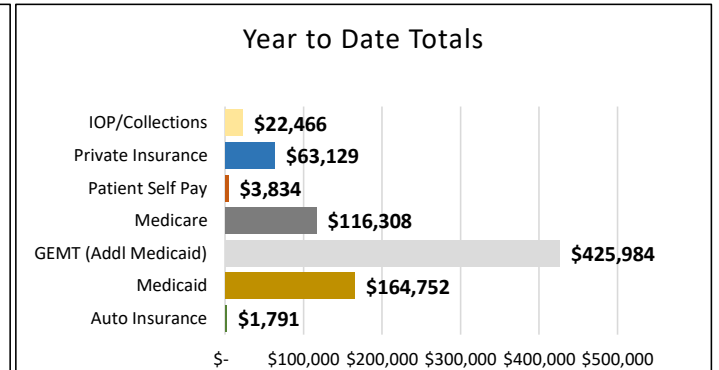
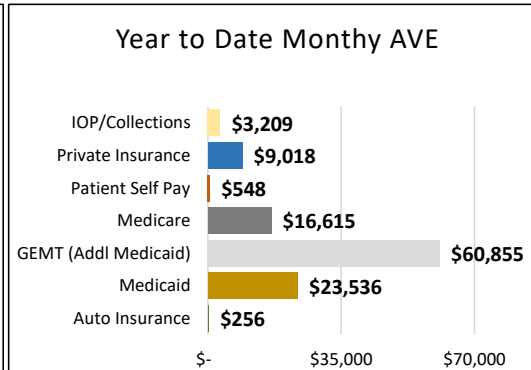
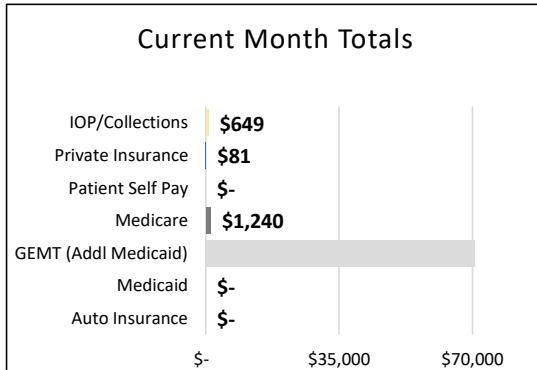
PAYOR BY TRIPS



PAYOR BY
GROSS CHARGES



PAYOR BY \$
PAYMENTS





Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: August 28, 2025

RE: Leisure Services Report - July 2025

SYNOPSIS:

Please find attached the monthly report from Leisure Services for July 2025

Attachments:

1. City Council Report - July 2025

Leisure Services Department

July 2025



Clive Festival

Clive Festival was held Friday, July 18 and Saturday, July 19. To accommodate construction at Greenbelt Landing the festival was moved up the hill along Campus Drive. Despite storms late Saturday night, attendance was high with visitors able to enjoy four local music acts, a beverage tent, food trucks, bingo, a cardboard boat race, the greenbelt goats, and much more! The whole of the leisure services team works together to create this event with planning and implementation by Recreation staff, Parks staff providing setup, teardown and cleanup and the Library hosting activities like touch a truck, hands on craft and the art program Kids for Art in Clive. Leisure Services is joined by all City departments in these endeavors. All this hard work brings hundreds of visitors over the two days, seeing record beverage sales at the tent this year. We would like to thank the sponsors, staff, volunteers and visitors for another amazing Clive Festival!

Linnan Park Groundbreaking

On July 1 Leisure Services hosted a groundbreaking ceremony at Linnan Park to celebrate and kick off the project. The event was held on what is currently the futsal court. Attendees included Mayor Edwards, Council Members, Board Members, staff and citizens. Those in attendance listened to a speech by Mayor Edwards followed by an ice cream social. It was a lovely kickoff to what will be an important upgrade for citizens of Clive's east side. During the construction those looking for a place to play outside are invited to visit the 78th Street Temporary Park, the playground at Crestview School of Inquiry or George Lundberg Park.



Outdoor Yoga

Clive Recreation continued its popular yoga program held outdoors during the summer months. The team invites local yoga instructors organized by Mary McCarthy. The event continues to grow and in July, we saw 25-40 participants every Wednesday, through all types of weather. It is a great way to get outside, socialize and exercise in the summer months.



Clive Camps End of Summer

As we approach the end of July, many of our summer camps have concluded but staff remain busy running Fun, Sun and Splash. The Recreation Team hosted over 400 participants alone in Fun, Sun, and Splash Day Camp, over 100 participants in our STEAM summer camps, 52 kids partaking in soccer camp, and 70 kids learning new tennis skills!



Natural Resources Team

During the month of July, the Natural Resource Division spent time on the management of areas that have been seeded with perennial prairie mixes. This encompasses all areas that have been seeded in the past 3 years to complete a final mowing during the growing season. Having a final mowing at this time of year helps in suppressing undesirable species and weeds while allowing time for desirable species to have a chance to reflower and produce seed. Some of the sites with managed areas include Indian Hills, Shadow Creek, Walnut Hills detention, Meredith retention, Greenbelt Restoration Phase 1 and 2 areas, Little Walnut Creek Restoration areas, and more.

Heavy Rain Parks Work

The month of July again saw heavy rains in the Clive area. Staff worked clearing mud and debris from the Greenbelt Trail and Porter Shelter. Between rain events staff repainted the basketball court lines at George Lundberg, Karp, Huntington Ridge, and Country Club Glen Parks.

Volunteers

Recreation hosted 99 volunteers in July, 91 for Clive Festival and 8 for goats for total of 224 volunteer hours. The library had 30 volunteer hours at the main branch for a total of 103 volunteer hours. There were no volunteer hours for the Parks division in July.



2024-25 Management In Progress

City Led Community Volunteer Program: Update Report	Feb-25	Jul-25	LS	Not Started
Moving Library Circulation System from On-Prem to Cloud - FY 25/26 Funding	Mar-25	Mar-26	LS/TS	Not Started
Part-Time to Full-Time Library Staffing - 2nd position conversion: Completion	Jul-25	Jul-25	LS	N/A
Clive Public Safety Center: Maintenance Plan	Oct-24	Mar-25	LS	Done
Work Order System for Facilities: Direction and Funding	Mar-25	Jul-25	LS	Not Started
Safety Review of 90th Street Trail Connection: Assessment, Modification, Fund	Aug-25	Aug-25	LS	Not Started
Greenbelt Vegetation Management Study - Phase 2	Sep-24	Dec-24	LS	Done
Invasive Plants and Vegetation Management: Phase 1 Implementation	Dec-24	Feb-25	LS	Done
Library Strategic Plan: Implementation	Ongoing	Ongoing	LS	In Progress
Landscape Management Plan: Development	Ongoing	Ongoing	LS	In Progress
Library fine free: annual report	Dec-24	May-25	LS	In Progress
Neighborhood Trail Closure Gates: Installation	May-25	May-25	LS	Done
Clive Festival 2026 - 50th Anniversary	Jul-25	Jul-26	LS	In Progress

2024-25 Major Projects

Park Maintenance Lean-To: Construction	Jun-25	Aug-25	LS	In Progress
Annual Greenbelt Trail Maintenance Projects (73rd - 100th)	Aug-25	Aug-25	LS	Not Started
Cirksena Park: Completion	May-25	May-25	LS	In Progress
Canary Park detention drainage improvements	Jul-25	Oct-25	LS	Not Started
Neighborhood park signs annual replacement program: Trail/911 Safety Signs	Jul-25	Jul-26	LS	Not Started
Campbell Park Dugouts: Funding	Dec-25	Dec-25	LS	Not Started

2024-25 Policy Agenda Actions: Top Priority

Greenbelt Landing Project: Bid and Construction	CC Decision: All Construction Bids Approval	Sep-24	Sep-24	LS	Done
	Army Corps Permit and EPA NEPA Approvals	Sep-24	Jul-25	LS	In Progress
	Groundbreaking Ceremony	Oct-24	Oct-24	LS	Done
	Kickoff small donation campaign	Oct-24	Oct-24	LS	Done
	Construction starts	Oct-24	Oct-24	LS	Done

	Substantial construction complete	Jul-25	May-26	LS	In Progress
	Clive Festival	Jul-25	Jul-26	LS	Not Started
	Construction complete	Oct-25	May-26	LS	Not Started
	Development of Programming for New GB Landing	Aug-25	Mar-26	LS	Not Started

2024-25 Policy Agenda Actions: High Priority

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

2024-25 Policy Agenda Actions: Moderate Priority

82nd Trail Connection - Land Acquisition, Design and Funding	Develop high level trail alignment concept	Oct-24	Oct-24	LS	Done
	CC Presentation: Trail Concept	Oct-24	Nov-24	LS	Done
	CC Decision/Funding: Request Funding for Trail Design	Dec-24	Dec-24	LS	Done
	Begin Trail design, either in-house or consultant	Jan-25	Aug-25	LS	Not Started
	Design - 50% Complete	Aug-25	Oct-25	LS	Not Started
	Design - 100% complete	Sep-25	Jan-26	LS	Not Started
	Trail Construction Funding: CIP Request	Nov-25	Nov-25	LS	Not Started

2024-25 Policy Agenda Actions: Low Priority

Publicly Owned Pond Maintenance - Shadow Creek and Others: Neighborhood Expectations and Engagement	Prepare plan/report for the neighborhood meeting	Sep-24	Sep-24	LS	Done
	Meeting w/ Shadow Creek Pond residents	Sep-24	Sep-24	LS	Done
	Prepare policy statement on pond management	Nov-24	Jul-25	LS	In Progress
	CC Decision: Policy Statement for Adoption	Dec-24	Aug-25	LS	Not Started
	Funding: Prepare funding request for aeration (if need)	Dec-24	Dec-24	LS	N/A
	Budget Workshop: FY 25-26 Budget Direction	Feb-25	Feb-25	LS	Done
	Prepare pond mgmt plan covering all city ponds	Apr-25	Jul-25	LS	In Progress
	CC Decision: FY 25/26 Budget Approval	Apr-25	Apr-25	LS	N/A
	Communicate mgmt plan to all adjacent property own	May-25	Aug-25	LS	Not Started
Dog Park: Concept, Best Practices, Options,	Report on best practices	Nov-24	Jul-25	LS	In Progress
	Develop a program and concept for a Clive dog park	Feb-25	Aug-25	LS	In Progress

Locations, Direction and Funding	Identify potential locations for dog park (3)	Apr-25	Aug-25	LS	In Progress
	Develop cost estimates for each potential location (3)	Jun-25	Aug-25	LS	In Progress
	CC Presentation/Direction: Dog Park Concepts	Aug-25	Sep-25	LS	Not Started
Greenbelt Strategic Land Acquisition: Direction and Funding	Develop document of potential land acquisitions	Apr-25	Jul-25	LS	In Progress
	Prioritize highest priority targets for acquisitions	Jun-25	Jul-25	LS	In Progress
	Apply for REAP grant	Aug-25	Aug-25	LS	In Progress
	CC Presentation/Report: Broad Plan and Future Steps	Aug-25	Aug-25	LS	Not Started
	Begin first acquisitions	Oct-25	Oct-25	LS	Not Started
	First Acquisitions completed	Mar-26	Mar-26	LS	Not Started

2024-25 Management Agenda Actions: Top Priority

City-Owned Flood Buyout Property - Short-Term Re-Use Strategy for Temporary Park	Survey of potential park uses	Sep-24	Sep-24	LS	Done
	Prepare conceptual plan for temporary park uses	Dec-24	Dec-24	LS	Done
	Present conceptual uses to Parks, Rec, Art Board	Jan-25	Jan-25	LS	Done
	CC Presentation/Decision: Park Conceptual Plan	Jan-25	Jan-25	LS	Done
	Completion of first phase of improvements	Jun-25	Jul-25	LS	In Progress
	Completion of second phase of improvements	TBD	TBD	LS	Not Started
Linnan Park A) Park Redevelopment B) Harbach Blvd - Phase 2 Concepts C) Stormwater Plan	A. Amenity survey for playground, shelter, spray	Sep-24	Sep-24	LS	Done
	A. CC Presentation: Survey Results of concepts	Oct-24	Oct-24	LS	Done
	A. Public Meeting on updated concepts, Harbach	Oct-24	Oct-24	LS	Done
	A. 50% Design reviewed by staff	Nov-24	Nov-24	LS	Done
	A. 90% Design reviewed by staff	Dec-24	Mar-25	LS	Done
	A. Finalize Land Acquisition for Park	Dec-24	Feb-25	LS	Done
	A. Funding: Apply for Prairie Meadows Grant	Feb-25	Feb-25	LS	Done
	A. Site Plan Submittal	Feb-25	Jan-25	LS	Done
	A. Design 100% Plan set completed	Feb-25	Mar-25	LS	Done
	A. Bid docs, plans and specifications completed	Mar-25	Mar-25	LS	Done
	A. CC Decision: Site Plan, Plans and Specs, Bids	Apr-25	May-25	LS	Done
	A. Construction Starts	May-25	Jun-25	LS	Done
	A. Groundbreaking ceremony	Jun-25	Jun-25	LS	In Progress
	A. Construction completed	Jun-26	Jun-26	LS	Not Started
	B. Staff presented concepts by SmithGroup/V&K	Sep-24	Sep-24	LS	Done
	B. Revisions of concepts	Oct-24	Nov-24	LS	Done
	B. Final concepts from consultant	Nov-24	Dec-24	LS	Done
	B. City Staff starts design based off concepts	Jan-25	Jan-25	LS	Done
	C. Report: Draft report from consultant delivered	Sep-24	Dec-24	LS	Done
	C. Final Report: Consultant delivers final report	Nov-24	Dec-24	LS	Done

2024-25 Management Agenda Actions: Low Priority

	Review local and national best practices/report	Feb-25	Feb-25	LS	In Progress
--	---	--------	--------	----	-------------

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



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: August 28, 2025

RE: Police Department Report - July 2025

SYNOPSIS:

July 2025 Police Department Monthly Report.

Attachments:

1. July 25



Clive Police Department

Monthly Report
July 2025





Table of Contents

Mission, Vision & Values	3
Organization & Staffing	4
Calls for Service (CFS) & Traffic Data	5
Crash Data	5
Special Unit Activity	5
Group A Offences/ Clearance Rates	6
K-9 Deployments	7
Highlights and outreach	8
Employee Spotlight	11

Mission, Vision & Values

Mission

“To provide exceptional police services while ensuring the safety, security and well-being of all of our citizens”.

Vision Statement

The 29 Certified Police Officers and four civilian employees of the Clive Police Department serve the City through excellent community policing, fair and timely investigations, regular patrols of Clive neighborhoods, and multiple public education and partnership programs. Crime prevention and community safety require good collaboration among police, residents, and businesses.

Values

Committed - Striving for accountability, effectiveness, and equality.

Professional - Taking pride in our actions, duties, development, and appearance.

Determined - A team that is resolute and purposeful in action.

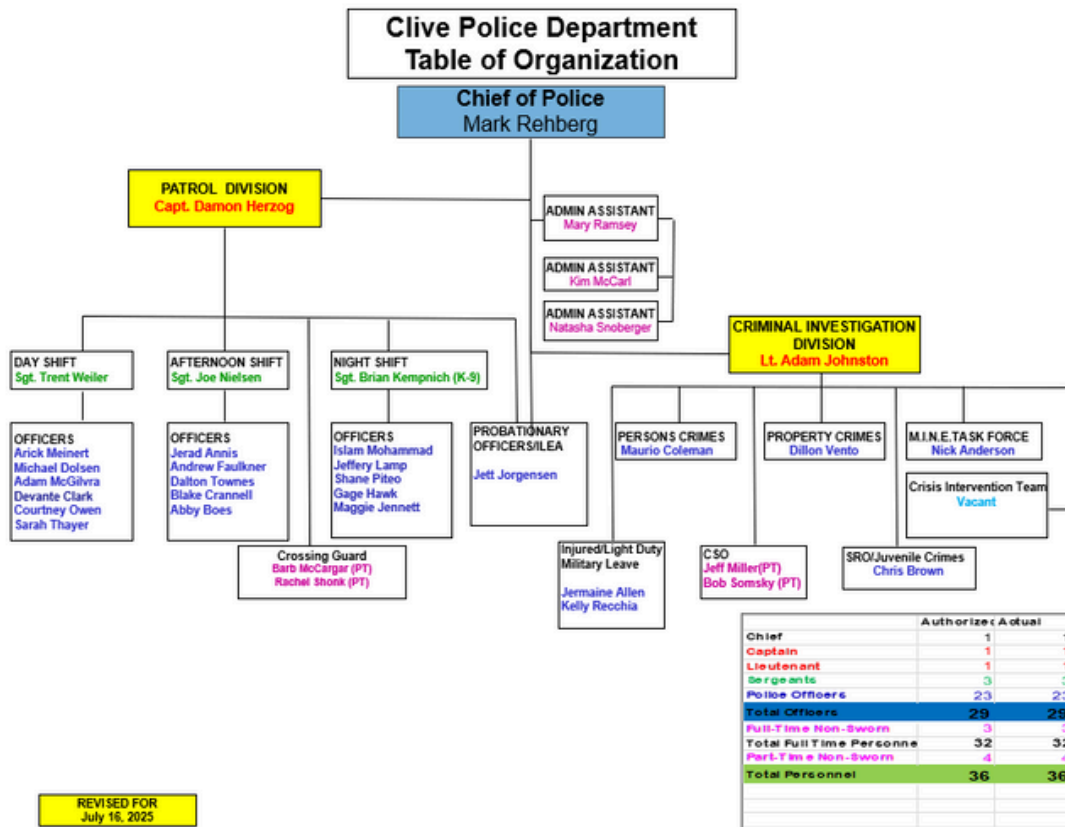


Committed - Professional - Determined

“WE COME WHEN WE ARE CALLED”



Organization & Staffing



Staffing

Sworn Staffing Summary (Current)

Total Authorized Commissioned	29
Current Operating Commissioned	27
Officers in Field Training	0
Probationary Officers in Academy	1
Military Leave	1
Officers still need to Recruit	0

Sworn Staffing by Assignment

Assignment	Assigned	Vacant
Command Staff	3	0
Patrol Sergeants	3	0
Patrol Officers	16	2
Detectives	3	0
School Resource Officers	1	0
Crisis Intervention	1	0
ILEA/ Military Leave	2	0

Calls for Service and Dispatch Area

Dispatch Incident Distribution					
Agency	July		YTD		
	2024	2025	2024	2025	%
Calls for Service	1189	1363	8884	8511	-4%
Incident reports	150	141	1034	1102	5%
Adult Arrests (On view)	51	40	390	300	-13%
Juvenile Arrests (On view)	2	6	21	17	-19%
Traffic Citations/Warnings	254	301	1745	1844	5%

Crash Data

Motor Vehicle Crash (MVC)					
Crash Type	July		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	0	0	0%
Injury	5	6	38	36	-6%
Property Damage	31	40	247	332	34%
Total	36	46	285	368	29%

Special Unit Activity



Speed enforcement and Radar Sign Placement for June

Group A and B Offenses



In the context of the FBI's Uniform Crime Reporting (UCR) system, "Group A offenses" refer to a category of more serious crimes like murder, robbery, rape, and burglary, which are reported for every incident by law enforcement agencies, while "Group B offenses" are less serious crimes where only arrest data is reported to the UCR system; essentially, Group A offenses are considered more significant crimes than Group B offenses.

Clearance Rate

Group A Crimes					
Type	July		YTD		
	2024	2025	2024	2025	% Change
Crimes v. Persons	15	6	95	70	-60%
Crimes v. Property	50	17	219	138	-66%
Crimes v Society	24	11	120	83	-54%
Total "A" Offences	89	44	434	291	-67%
Hate Crimes	--	0	--	1	--
LEOKA	--	0	--	3	
Clearance Rate	53.93%	41.18%	--	--	

K9 Deployments and Activity

K9 Deployments				
Deployment Purpose	July		YTD	
	2024	2025	2024	2025
Narcotics Search	--	17	--	137
Tracking	--	3	--	12
Total Arrests	--	10	--	70

Evidence Located			
Drug Type/Quantity	July 2025		
Methamphetamine	3698 g	Heroin	10 g
Marijuana	590 g	Fentanyl	1 g
THC	9 g		
Cocaine	0.5 g		

On July 9th, Sergeant Kempnich and Dutch were called to assist the United States Postal Inspectors on a package sniff. Dutch alerted to the box and a search warrant for it's contents was obtained. Officials located approximately 3670 grams (8-pounds) of methamphetamine with an estimated street value of \$18,000.

This investigation is on-going by federal authorities.



Highlights & Outreach

Public Safety Night at Windsor Heights' Colby Park.



On July 11th, while Officer Lamp was in the parking lot of Kum and Go 1725 NW 86th Street, he observed a male exit a white Cadillac. This subject was having trouble keeping his balance due to his level of intoxication. While Officer Lamp was speaking to the male, he had him perform SFST's. Officer Lamp observed several clues that led him to believe the male was intoxicated. After consenting to a breath test on the Datamaster which showed a BAC. Of .252%, the male was arrested for OWI.

Breath Alcohol of the month

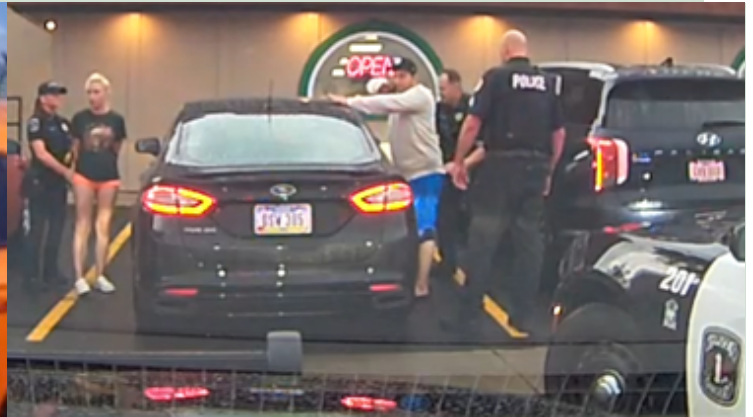


Drunk driving leads to Felony and 2 counts of Child endangerment

After stopping a speeding vehicle, Officer Jennett recognized that the driver was impaired by alcohol. The driver admitted to coming from World Liquor, where he purchased alcohol. Failing SFST's and providing a PBT result of 0.218%, the male was arrested. Following a blood draw warrant, the male was charged with OWI 3rd Offence and transported to the Polk County Jail. It was learned that the male had left his children at home, alone. Officers located two, 2-year-old children at the residence. They were able to turn them over to family after consulting with DHS.

Birds of a feather... Caught on Flock together

Multiple stolen vehicles were identified and recovered with the use of our Flock system. On July 4th, Officer Faulkner recovered a car stolen from Cedar Rapids. The driver was arrested without incident. On July 11th, Officer Boes identified a local stolen vehicle that was occupied by two individuals. The driver was arrested for Theft 2nd and the passenger was arrested on warrants. On July 14th, Officer Townes located another car on the “hot list” and was able to safely recover it as well. All three of these arrests show the value of flock in not only identifying these vehicles, but allowing officers to coordinate and team up to safely stop and arrest those involved. Most importantly, none of these stops resulted in a pursuit.



Officers respond to CBH for Suicidal female

On July 18th Officer Faulkner, Officer Boes and Sgt. Nielsen responded to a suicide threat with a weapon at Clive Behavior Health. A female left prior to getting an assessment and not getting what she wanted. Officers arrived to find the female on the ground unresponsive with a laceration to the neck. Officers applied first aid until medics arrived. The female was transported to a local hospital for treatment.



Sex Assault charges added to case

Suspect Mark Cates, who was arrested on three counts of sex Assault 3rd Degree in May 2025, continues to see added charges. In June he was charged for a similar offense on Marshalltown, Iowa. Since his arrest in May, other victims have come forward and an additional seven charges in Polk County have been filed.



MOE's MUGS MOST WANTED



Detective Coleman has been chasing around a few of his fraud suspects, including the one pictured to the left. Luis Enrique Hernandez-Merino, was wanted on Theft 1st, Identity Theft and Forgery Charges on July 24th. Hernandez Merino is a suspect in an ongoing fraud investigation. While working for a well-known cleaning company, he stole cash, checks, and credit cards from a client's office and then forged and deposited the stolen checks into his personal bank account. He has since opened additional bank accounts and is believed to be continuing the same criminal activity at other financial institutions.

Clive Officers take part in Annual Driving Training



Annual driving training is an important part of our ongoing commitment to the staff and community we serve. It's not all about high speed pursuits and running code to calls. Sometimes more precision work needs to be addressed, which is what our officers focused on this month. Serpentine, Dutton's Weave and driving in reverse were just a few of the topics covered. The training grounds were provided by Horizon Event Center.



Police Officer Arick Meinert

Officer Meinert joined the Clive PD in December of 2008, after working in Career Services at Vatterott College. A graduate of the University of Northern Iowa, he is the son of an Iowa State Patrol Trooper, and always had the desire to follow in his fathers footsteps in policing. While at the Clive PD, Arick has served the majority of his time in the Patrol Division. He has also served as a Taser Instructor here and at the Iowa Law Enforcement Academy. He is a master at TV and movie quotes, especially the TV series MASH. In his spare time he is either watching Green Bay Packer football, or talking about it. Arick is married with two daughters.



Memo

TO: Mayor and Council members

FROM: Tieryn Potratz, Administrative Assistant

DATE: August 28, 2025

RE: Public Works Report - July 2025

SYNOPSIS:

Public Works Report - July 2025

Attachments:

1. July 2025 Monthly Report

Clive Public Works

July 2025

Monthly Report



July Events

- **July 2nd**— Operations Specialists had training on Gantry and Hoists.
- **July 14th**— Jeff May gave the monthly department update.
- **July 14th—18th**— Chris Saltmarsh attended IMSA Expo and Forum in Cleveland, OH; Rai Tokuhisa attended ESRI User Conference in San Diego, CA.
- **July 15th**— Matt McQuillen came for his quarterly update.
- **July 16th**— New Councilman Hocker toured our building; staff helped out the Parks Department with providing a truck for touch-a-truck, message boards and barricades for the Clive Festival.
- **July 21st**— Logan Haring began his new role as Senior Operation Specialist for the Streets Department.
- **July 24th**— MPO Walk and Talk hosted by Jeff May; Public Works added three new Operations Specialist at the City Council Meeting.
- **July 29th**— Dan Felt was awarded for his 20 years of City employment.

Right of Way Permits:

Type	Number issued
Metro Right-of-Way	2
Fiber Optic	1
Cable Drop	32
Small Wireless Facility	0

2023-2024 Clive Strategic Plan

Not Started is shown in Red **In Progress** is Shown in Blue **Completed** is Shown in Green **Changes** Shown in Bold

2024-25 Policy Agenda Actions: Top Priority

Hickman Road & I35/80 Interchange Project (JM) – This is an Iowa DOT project. Clive and Urbandale worked together to add some additional elements to the project. The additional elements include pedestrian and bicycle facilities, stormwater management, aesthetics, and gateway/landscaping improvements. The cities contracted with Snyder and Associates to provide the additional elements for the project along with access management and funding strategy considerations. Most of the elements included in the original Professional Services Agreement with Snyder and Associates were completed and Council approved a Professional Services Agreement (PSA) Amendment for the design of the additional elements at the January 12, 2023, Council Meeting. Snyder is working on the design work for the additional elements for the interchange project. Additionally, staff has confirmed with the IDOT that the \$2.5 M in STBG funds and \$800K in TAP funds received for the project will be credited to Clive and Urbandale's funding contribution. Staff has obtained the easements needed to connect the trail on the north side of Hickman to the Greenbelt Trail. An application for State Recreational Trails (SRT) Grant was submitted. An application for a REAP Grant was submitted for the trail connection to the Clive Greenbelt and staff was notified that the project scored very well but was the first project to NOT receive funding. Staff submitted a Federal Recreational Trails grant application. An application for a \$25M RAISE grant has been submitted. If successful, the grant would cover all of Clive and Urbandale's project costs and any the remaining grant would be used by the Iowa DOT. The first phase of this project was let on July 16, 2024. The contractor has started work on the first phase of this project. The trail has been closed and will be closed through 2025. Phase 2 of the project will be let in July of 2025. The Contractor closed Hickman Road overnight for a few nights to remove part of the bridge (This was the noisy overnight work). The southbound on-ramp from Hickman to I35/80 and the southbound off-ramp from I35/80 to University were closed on Monday, April 21, 2025. In addition, the northbound on-ramp from Hickman to I35/80 has also been closed. **The closed ramps will be opening before the on ramp to I35/80 from University and the offramp from I35/80 to Hickman close on 9/4/25.**

Alice's Road Reconstruction: Funding, Planning & Conceptual Design w/ Waukee (JM/JH) – Clive is the lead on this project. Staff reviewed RFQ's and selected Snyder & Associates (Snyder) for the design work. Staff worked with Waukee and Snyder to identify the scope for the Professional Services Agreement (PSA) and Council approved the PSA in the amount of \$1,937,000, at the January 11, 2024, Council meeting. Waukee has submitted STBG grant requests for this project and received \$1.5M that will be utilized in Phase 2. Clive submitted an STBG grant and received \$500,000 for the Phase 3 project. Snyder updated and discussed the project with Clive Council at the April 11, 2024 Council meeting. Snyder updated and discussed the project with Waukee at their May 13th workshop. A Public Meeting was held in Waukee on June 11th. Phase 1 has been divided into two projects, Phase 1A and Phase 1B, with Phase 1A reconstructing Alice's Road from south of Horizon to just south of Dellwood and Phase 1B from south of Dellwood to south of Douglas. In addition, the intersection of Berkshire and Douglas has been broken into a separate phase. The design of that intersection will require a PSA for the work and will be presented to Council this fall. Snyder and staff have

In addition, the intersection of Berkshire and Douglas has been broken into a separate phase. The design of that intersection will require a PSA for the work and will be presented to Council this fall. Snyder and staff have met with property owners to discuss easements and property acquisitions. Staff discussed the project with Council during the November 7, 2024 CIP workshop. Staff is currently working with the consultant on acquisition documents. A Public Hearing was held at the February 13, 2025 Council meeting for the Eminent Domain Process. That Public Hearing was continued to the February 27, 2025 Council meeting. All acquisitions have now been acquired. The Public Hearing at the February 27, 2025 Council meeting will be open and closed without any action. The letting for Phase 1A was held on February 4, 2025 and the project was awarded to Concrete Technologies, Inc. (CTI), in the amount of \$4,294,120.31, at the February 13, 2025 Council meeting. Message boards were put out on March 17 notifying the Public of the upcoming closure. Alice’s Road was closed the week of March 24 for the start of construction. The project is scheduled to be completed by November of 2025.

Clive has worked with Waukee to move all Federal funding to Phase 4 and included the intersection of Berkshire and Alice’s in Phase 4. Clive is currently working with Waukee and the consultant to identify the extents of Phases 1B, 2 and 3.

Little Walnut Creek Restoration Project (RT) – At the January 12, 2023, Council Meeting, Council approved a PSA with Stantec for the streambank restoration design, trail design, mitigation banking and ecological restoration and Stantec is currently working on the design elements. The design and construction was coordinated with the construction of the Waukee NE Outfall Sewer. Council approved an amendment to the PSA with Stantec at the May 4, 2023, Council meeting. Staff provided Council with a project update at the August 10, 2023 Council meeting. The City awarded the east streambank improvements project to Iowa Earth Works at the December 14, 2023 City Council Meeting in the amount of \$762,452.95, which was 51% below the project estimate. Council approved an addendum extending the date for substantial completion to December 31, 2024 to accommodate the delay in obtaining the DNR permit. The contractor did not complete the work in 2024. The contractor has completed the work on the east streambank. A walkthrough was completed the week of April 14, 2025. Restoration and punch list items remain.

The City has received 90% plans for the west stream bank improvements and Stantec is working on 90% plans for the west trail . The draft prospectus for the Mitigation Banking has been accepted and Stantec is working on updating the draft banking element of the project. In addition, Stantec is working on the ecological restoration portion of the project.

The East Trail project has been let and was awarded to Howrey Construction in the amount of \$807,787.50 at the March 13, 2025 Council meeting. **The contractor has poured the mainline and is working on connections.**

Current Construction Schedule:	East Streambank work	Completed except for restoration
	East Trail reconstruction	In Progress
	West Streambank work	2025
	West Trail construction	2026

Street Services Level and Projects Strategy: PCI Data and Study Update (JM) – This includes an update of the PCI data and an update of the maintenance, rehabilitation and reconstruction costs included in the 2017 Study. The project will also include training of Clive's Civil Engineer for the dTims software used to keep the PCI data. Council approved the Professional Services Agreement for the update at the December 12, 2024 Council meeting. A kickoff meeting for the update was held on January 6, 2025. **HR Green has completed the report and staff is setting up a meeting to review the report.**

2024-25 Management Agenda Actions: Low Priority

WRA Parallel Trunk Sewer (JM) – The WRA is preparing to install a parallel trunk sewer that will pass through the Clive greenbelt from NW 73rd Street to west of NW 128th Street where it crosses Hickman Road into Urbandale. Staff met with the WRA's consultant on August 7, 2023. Staff received Phase 1 60% plans and met with the Consultant on July 25th 2024 to go over the plans. The WRA consultant has been working with impacted residents and has changed the alignment due to those discussions. Staff has reviewed the 90% plans for Phase 1, from west of I35/80 to the west/northwest, and is working with the consultant on final comments. The Consultant is working on easement acquisitions. Phase 1 is planned to be let in **November** of 2025. **The 60% plans for Phase 2 have been received and staff has reviewed and submitted comments to the consultant. The Phase 2 letting planned for late 2026. The City has received easement documents for the acquisitions the WRA needs from the City and has set a Public Hearing for the approval of the easements at the August 28, 2025 Council meeting.** Staff is also working to reach an agreement for the payment for trees.

Plan for Converting Radio to Fiber Communications in Water Distribution System (JF/KF) – The City currently utilizes radio communications for meter reads and water system information. Staff has identified the fiber needed to connect the entire system with fiber and is talking with Waukee and West Des Moines to inquire about the availability of fiber in their systems to provide some redundancy for our fiber system. The plan is to have a plan and an estimate for the 2025 CIP process.

Public Work Lobby and Breakroom Security (JM/JS) – This includes improvement to the Public Works breakroom, lobby, and security. The plans are finalized, and staff is working on the remodel. Construction of the breakroom and locker room improvements has been completed. Work on lobby security improvements and the replacement of the breakroom windows remains.

University Boulevard Pump Station Relocation Project (JH/JC/KF) – This project includes the upgrading of the pump station controls and the covering of the station. Council approved a PSA with Snyder and Associates and the design process started with a kickoff meeting on April 21, 2022. The consultant is working on the project and has identified 2 options. Staff met with Snyder on April 18, 2023, and discussed the options. Snyder met with staff on August 2nd to review the preliminary plans. Staff met with Snyder on March 28, 2024. Snyder is updating the opinion of probable cost (OPC) and will finish preliminary plans in preparation for submitting a mitigation funding grant. Doug Ollendike obtained state assistance on preparation of the grant and staff has started working on the grant application process. Council approved an addendum for the design of the pump station relocation at the November 14, 2024 Council meeting and staff is currently working on preparation of a BRIC Grant submittal. The BRIC grant program has been discontinued. Staff is working on another funding opportunity for the project. Work continues on the design.

Snow Removal Policy and Related Ordinances (JM/JF) - This includes a review of the City's Snow Removal Policy and related Ordinances. Staff plans to collect data over the 24/25 winter.

Right-of-Way Management (A) Small Wireless Facilities Policies: Revision (JM/JF/JA) – Small Wireless Facilities (SWF) – Council approved the revised policy at the November 9, 2023, Council Meeting. **(B) ROW Policies for Private Infrastructure (JM/JF/JA)** – Staff is working on the fiber/ROW policy.

Herbicide & Pesticide Policy (MS4 Review) (JM/RT) – One of the items identified in the last MS4 review was the need to make sure we are not applying more herbicides and pesticides than are actually needed. Staff will be reviewing our operations to see what changes are needed to ensure we are only applying what is needed and making recommendations on how we should proceed with chemical applications in the future. Staff is reviewing the final draft of the report and will submit the report to the City Manager.

2024-25 Management In Progress

Public Works Certification (JF) – This is an on-going project. Two years ago the City implemented certification incentives for water and wastewater certifications. We continue to work with staff to obtain the available certifications. The City hosted a sanitary sewer collection system certification test and had 9 employees receive their Collection System Grade 1 and 1 received their Grade 2. Another employee has received their Grade 3 water distribution certification.

Staff CDL Training Program (JM/JF) – New requirements for obtaining a Commercial Driver's License (CDL) have been established that include online training and classroom training. The costs and time associated with obtaining a CDL become an issue. In addition, hiring new staff that already have a CDL has become difficult. Staff has researched options and has found a company in Ankeny, CDL Now, that provides the necessary training and provides the truck for their students to drive. The cost is \$1,050 per person, which is less than half of other options. Two Public Works employee have obtained their CDL through this company and based on how well this company has worked. **Staff has finalized the policy and has submitted it to City Hall.**

Service Work Order Mobile App: Implementation (JF/KF) – Staff is currently using the app for meter reads. This is now completed.

Large Meter Replacement (KF) – The City was previously replacing large meters that had reached the end of their service life and reached the point where no more needed to be replaced. We are now to the point where we need to start replacing large meters again. Staff continues to work on large meter replacements.

Clive Detention Basins and Ongoing Development Basins Maintenance/Repair Schedule (RT) – Staff has completed inspections of all public basins. Staff still need to inspect the private basins. Staff is working on a maintenance plan.

Lead/Copper Service Line Inventory Survey Completion (KF) - EPA released rule revisions that require cities to complete an inventory of the water services in their communities. The revision requires this inventory to be completed by October 16, 2024. Clive has required all services installed since 1999 to have copper services. This means all services installed prior to 1999 must be inspected. Staff has created a survey that can be completed by homeowners to assist with the identification of the services. Information on the survey was sent out to residents in the October Newsletter. Staff sent out the first postcard campaign to encourage residents to provide the City with information on their services and received a very good response. Staff (Matthew Graham) found documentation of the City requiring copper on residential services starting in 1959. This has reduced the number of properties to inspect to less than 200.

Staff has completed the inventory of all necessary properties submitted the data by the October 15, 2024 deadline. The City sent 45 letters to residents with potential galvanized water lines. Staff is currently inspecting the water services of the recipients of the letters as they call with questions. Staff (Matthew Graham) found documentation of the City requiring copper on residential services starting in 1959. This has reduced the number of properties to inspect to less than 200. Staff has completed the inventory of all necessary properties submitted the data by the October 15, 2024 deadline. The City sent 45 letters to residents with potential galvanized water lines. Staff is currently inspecting the water services of the recipients of the letters as they call with questions.

Traffic Not Stopping at Stop Signs Policy (JM) – Staff is working on a draft policy and plans to present it to Council for discussion. This project has grown to include a look at all stop signs in the City and staff is currently comparing what is in the field to what is in the Code. Staff has completed the field survey and is currently working on a draft report.

MS4: 2025 Annual Reporting, Annual Inspection, Process Improvement (RT) – This is the annual report that must be submitted to maintain the City's MS4 permit. The report has been submitted for 2024.

Development Infrastructure Policies/SOP (JM) – Staff is working on these policies.

Informational Handouts for Private Improvements (JM/JH/JF) – Staff is finalizing the handouts.

5-Year Implementation Plan of Recommendations of 2016 Watershed MP (RT) – Staff is working on the recommendations.

Railroad Crossing Swanson Blvd Rehab: Evaluation Report (JH/JC) - Staff is working on identifying funding opportunities and working with CBI on their private spur.

Stormwater Sewer Shed Development: Review (RT) - Staff will complete the review of the stormwater sewer shed.

Harbach District 1/Harbach Blvd Stormwater Pilot Program: Re-Evaluation (RT) - Staff will review the Pilot Program.

2024-25 Major Projects

Annual Soil Quality Restoration (SQR) Citywide Cost-Share Program (JM/JMc) - The 2024 program is complete.

Annual GridSmart Detection at 128th & Sunset (CS) – This has been completed.

Annual 2024 ACT Cabinet: Installation (JF/CS) - This project included the replacement and relocation of the cabinet at NW 86th & Franklin. This project was a holdover from 2023 that required additional funding due to the relocation and the need for an easement. This work has been completed.

Annual 2025 ACT Cabinet: Installation (JF/CS) - This cabinet has been installed at NW 100th and Clark.

Clark and NW 101st Crosswalk Replacement: Completion (JF/JS) - Staff has completed the replacement of the crosswalk. Some minor restoration work remains.

Completion of ACT Traffic Cabinets Replacement: Funding (JF/CS) - Staff included funding for completing the replacement/upgrade of the remaining traffic cabinets to ACT cabinets in the CIP approved on December 12, 2024.

Annual Berkshire and Boston Street Light LED Relamp (CS) – The 2024 relamp has been completed.

2024 Walk/Don't Walk Countdown Signals: Installation (CS) – **The signals have been installed at University & Country Club.**

Public Works/MWA Recycling Pad Signage (JH/JS) – This project is complete.

Annual 2024 Pavement Rehabilitation Projects (JH/JC) – **(A) Residential PCC Patching** - This project was awarded at the February 8, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$591,506.25. The preconstruction meeting was held on March 12, 2024. The Contractor has completed the work on this project. Staff is working on closing out the project. **(B) Arterial PCC Patching** – This project was awarded at the February 1, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$985,337.50. The contractor has completed the work on this project and staff is working on closing out the project. **(C) Asphalt Overlay – (A) Annual HMA Project** - The project was awarded at the March 14, 2024, to Des Moines Asphalt in the amount of \$508,646.30. A preconstruction meeting was held on April 18, 2024. The contractor has placed the asphalt overlay, sidewalks, and ramps. The contractor has completed the work on this project.

2024 Annual Pavement Rehabilitation Projects (JH/JC) – **Asphalt Overlay - Country Club Boulevard** – This is the work remaining from the 2024 Annual Pavement Rehabilitation Projects. A second asphalt overlay project on Country Club Boulevard was let and awarded to Des Moines Asphalt in the amount of \$626,036.25 at the June 27, 2024 Council meeting. **The contractor has completed the project. Restoration remains.**

2025 Annual Pavement Rehabilitation Projects (JH/JC) – **(A) Residential PCC Patching** – Staff has completed plans for this project and the project was awarded to The Concrete Company in the amount of \$634,965.00 at the March 13, 2025 Council Meeting. **Contractor is currently working on the project.** **(B) Arterial PCC Patching** – This project was let on February 4, 2025 and was awarded to SKOL Trucking, LLC, in the amount of \$418,691.00 at the February 13, 2025 Council meeting. **The Contractor has completed the work on Berkshire Parkway and NW 142nd and is finishing up the work at Jordan Creek Parkway and University.** **(C) Asphalt Overlay** – This project was let on February 4, 2025 and was awarded to Caliber Concrete in the amount of \$770,789.72 at the February 13, 2025 Council meeting. **The contractor has completed the placement of the asphalt overlay. Sanitary Sewer boxouts remain.**

Hickman Road & NW 161st Street Traffic Signalization Project Design (JH) – This is a shared project between Clive (75%) and Waukee (25%). The City of Clive (Clive) approved a site plan for the construction of a new Fareway store at the intersection of NW 161st Street and Hickman Road. As part of the Iowa DOT review, the DOT required that the intersection be signalized and the first intersection to the east be closed. The DOT said it would allow the store to open prior to the completion of the improvements, but the improvements need to be installed as soon as possible. Staff approved a PSA with Snyder & Associates for the signalization, median modifications, and some improvements on the south side of Hickman. Snyder completed the 90% plans and submitted them to the Iowa DOT for review. Due to new development being proposed on the southeast corner of the intersection, Clive and Waukee have requested that the improvements on the south side of Hickman be removed from this project and the project proceed with the signalization and median improvements. The improvements on the south side of Hickman will be let in a separate project and will include the completion of the street with a divided median from Hickman south to the corporate limit. Bids were received and the contract was awarded at the April 27, 2023, Council Meeting. The work has been completed and the signals are active.

NW 99th Court Reconstruction (JH/JC) – This project was added during the CIP approval process. Staff is waiting on survey needed to start the design of the improvements. Staff held a preliminary public engagement meeting with the residents on September 13, 2023. Staff held a preliminary public engagement meeting with the residents on September 13, 2023. This project was awarded at the February 8, 2024 Council meeting, to Mainline Construction in the amount of \$1,521,703.44. A second public engagement meeting was held with residents on Tuesday, March 5, 2024. The preconstruction meeting was held on March 14, 2024 and the contractor started working on the project on April 29, 2024. The contractor completed the work on stages 1, 2 and 3 on time and received the incentive for all 3 stages. The contractor has completed the restoration on this project but did not meet the completion date for all work (November 8, 2024). This project is complete.

Emerald Isle Drive Reconstruction (JH/JC) – The developer plans to complete the sanitary sewer connection for the car wash this year. **The Contractor is working on the project.**

Annual Stormwater Restoration Projects: Completion (RT) – PW staff is finalizing the work on this project which included a WQI Grant for work on a basin north of Little Walnut Creek and South of NW 168th Street. Restoration remains.

2021-22 Annual Sewer Lining Program (JM) – This project is currently under contract with AccuJet and had a completion date of March 31, 2022. The preconstruction meeting was held on November 29th, 2021. The contractor encountered issues and is struggling to complete the project. There is still 1 sewer main left to line and some spots to touchup on this project. Staff has contacted the contractor and requested immediate completion of the work. The contractor is not responding to our calls. Staff has completed the review of AccuJet's work and is finalizing the identification of the deficiencies. Staff will then work with the City's legal staff to contact the bonding company to complete this project.

2024-25 Annual Sewer Lining Program (JM) – The Public Hearing was set at the November 14, 2024, City Council Meeting. Bids were received on December 3, 2024 and will be presented to Council at the December 12, 2024 Council Meeting. The Contractor has completed the project and the project was accepted at the February 13, 2025 City Council meeting.

Automatic Valves at Hawthorn, NW 86th and NW 118th – Replace valves and vaults – (KF) – The valves are approaching the end of their service life, and the maintenance has increased. Replacement parts are very difficult to find if they are available at all. The Hawthorn valve has been replaced and the replacement of the other 2 valves is included in the FY 25 budget. **The valves have been installed.**

NW 114th Street Reconstruction (JH/JC) – This project includes the reconstruction of NW 111th /NW 114th from where the pavement currently narrows to the Walnut Creek bridge. The reconstruction will include the addition of a turning lane. Staff has met with the 3 impacted businesses. Staff has completed the final design for this project and bids will be received on January 25, 2024. This project was awarded at the February 1, 2024 Council meeting, to the Alliance Construction Group in the amount of \$1,349,523.50. The preconstruction meeting was held on April 2, 2024 and the contractor started removals on April 23, 2024. The contractor could not start working on utilities until MidAmerican completed their relocation work. MidAmerican did not complete their relocations until Labor day. This project was delayed almost 8 weeks by MidAmerican's relocations. The contractor has completed stage 1 and stage 2 and the street is now open. The delays caused by MidAmerican have resulted in stage 3 being completed in the spring/summer of 2025. The contractor closed NW 114th Street on March 31st. Work has been completed and is open to traffic. **Restoration remains and Staff is working on closing out the project.**

Annual City Owned Street Light Pole Painting (2025): Completion (JF/CS) - Staff is working with the contractor to schedule a start date.

Flashing School Safety Systems at Douglas Ave and Shuler Elementary (JF/CS) - The flashing school safety systems have been installed.

Public Works Site Improvements Design & Approval (JM) – Staff will develop the plans for proposed future site plan improvements at the Public Works site.

Forest Ave Water Main Replacement: Completion (JC) – Plans are complete and the project was let on February 18, 2025. The project was awarded to the Absolute Group in the amount of \$388,066.50 at the February 27, 2025 Council meeting. **The new main is installed, and the contractor is working on replacing the drive-ways. The intersection has been completed and will not impact the start of school.**

NW 142nd and University Intersection Replacement (JH) - This is part of the 2025 Arterial PCC Project.

NW 86th Street Light Cabinet Replacement (JF & CS) - This project includes the replacement of 2 street light cabinets that have rusted out. The new cabinets will be stainless steel and have been installed.

Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th: Design & ROW Acquisition (JH/JC) – Staff has developed preliminary plans. This project is currently on hold to allow coordination with the proposed Linnan Park improvements. The conceptual design of this section of Harbach will be completed by a consultant as part of the Linnan Park improvements design. Engineering will complete the final design of the Harbach reconstruction after the consultant provides the conceptual design for the street. The design PSA has been approved and includes the consultant providing the City with 30% plans for the street. Staff has received the 30% plans and staff is working on the design.

Douglas and Berkshire Intersection Signalization Project (JH) - This project was let on April 17, 2025 and awarded to Iowa Signal, Inc, in the amount of \$235,174.00 pm April 24, 2025. The project is scheduled to be started after school is over and completed prior to the start of the next school year. **The contractor has completed work on this project and the signals are in operation. Restoration and final close out remain.**



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: August 28, 2025

RE: Treasurer's Report - July 2025

SYNOPSIS:

Please see the attached monthly report.

Attachments:

1. July 25 Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

July 31, 2025

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

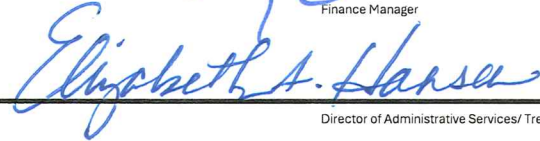
CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing -Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	10,979,971.59	980,989.59	1,858,480.89	61.42	10,102,541.71	272,120.89	9,830,420.82
ROAD USE	1,784,469.43	207,195.57	151,958.25	-	1,839,706.75	649.67	1,839,057.08
LOCAL OPTION SALES TAX	926,552.90	418,022.22	0.00	-	1,344,575.12	-	1,344,575.12
TIF	592,583.05	3,478.08	0.00	-	596,061.13	-	596,061.13
POLICE K-9	5,736.68	0.00	0.00	-	5,736.68	-	5,736.68
TRUST & AGENCY	3,424,027.58	25,598.89	275,549.14	-	3,174,077.33	33,910.00	3,140,167.33
POLICE SEIZURES	30,169.69	0.00	0.00	-	30,169.69	-	30,169.69
DEBT SERVICE	985,887.02	20,716.37	0.00	-	1,006,603.39	-	1,006,603.39
CAPITAL PROJECTS	40,621,120.29	161,553.57	1,604,612.98	-	39,178,060.88	51,182.85	39,126,878.03
SPECIAL ASSESSMENT	-15,143.00	0.00	0.00	-	-15,143.00	-	-15,143.00
WATER UTILITY	9,726,928.92	695,479.96	348,412.05	-	10,073,996.83	2,257.48	10,071,739.35
WATER UTILITY DEPOSIT	369,017.15	4,900.00	3,133.51	-	370,783.64	2,340.24	368,443.40
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	-	7,988.15
SEWER UTILITY	7,158,304.45	377,365.91	416,695.51	-	7,118,974.85	159,531.97	6,959,442.88
STORM WATER	212,628.23	158,650.40	59,157.47	-	312,121.16	22,194.04	289,927.12
INTERNAL SERVICES	863,234.62	257,500.00	607,332.19	-	513,402.43	140.22	513,262.21
SUBTOTAL	77,673,476.75	3,311,450.56	5,325,331.99	61.42	75,659,656.74	544,327.36	75,115,329.38
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	77,674,176.75	3,311,450.56	5,325,331.99	61.42	75,660,356.74	544,327.36	75,116,029.38
EBS- PSF FUNDING	335,581.81	0.00	0.00	-	335,581.81	-	335,581.81
EBS- FLEX FUNDING*	95,920.52	6,561.80	5,259.30	-	97,223.02	-	97,223.02
GRAND TOTAL	78,009,758.56	3,311,450.56	5,325,331.99	61.42	75,995,938.55	544,327.36	75,451,611.19

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

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


 Finance Manager


 Director of Administrative Services/ Treasurer

CITY OF CLIVE
COMBINED CASH INVESTMENT
JULY 31, 2025

COMBINED CASH ACCOUNTS

999-10100	CASH	75,623,351.93	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	335,581.81	
999-10110	XPRESS DEPOSIT ACCOUNT	36,304.81	
TOTAL COMBINED CASH			75,995,938.55
TOTAL ALLOCATED CASH			(75,995,938.55)
TOTAL UNALLOCATED CASH			.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		10,102,541.71
110	ALLOCATION TO ROAD USE TAX		1,839,706.75
121	ALLOCATION TO LOCAL OPTION SALES TAX		1,344,575.12
123	ALLOCATION TO TIF FUND		596,061.13
167	ALLOCATION TO POLICE K9	5,736.68	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	3,123,053.58	
169	ALLOCATION TO T & A FUND - LIBRARY	22,502.63	
170	ALLOCATION TO T & A FUND - PUBLIC ART MAINT	21,102.00	
172	ALLOCATION TO PSF- EBS ACCOUNT	335,581.81	
174	ALLOCATION TO T & A FUND - PARK RESERVE	8,011.31	
TOTAL T&A			3,515,988.01
177	ALLOCATION TO FORFEITURES/EQUITABLE SHARING		(592.19)
178	ALLOCATION TO POLICE SEIZURES		30,169.69
200	ALLOCATION TO DEBT SERVICE		1,006,603.39
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	18,263.39	
331	ALLOCATION TO CAP PJTS - AMERICAN RESCUE PLN	2,117.60	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	32,744.69	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	724,327.51	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	28,944.70	
339	ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ	86,398.85	
340	ALLOCATION TO CAP PJTS- UNIV BLVD FLD MIT PL	2,657.16	
341	ALLOCATION TO CAP PJTS - FLOOD ALERT	38,330.39	
342	ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT	2,313,728.46	
345	ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL	368,008.97	
346	ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD	506,423.50	
348	ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK	220,171.15	
349	ALLOCATION TO CAP PJTS - UNIV BLVD FLD MIT	(120,107.37)	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	3,274,914.61	
354	ALLOCATION TO CAP PJTS -2025 FIRE ENGINE	846,718.42	
356	ALLOCATION TO CAP PJTS - WEST PET	18,618.91	
357	ALLOCATION TO CAP PJTS - WATER RESOURCE GRTS	8,991.78	
358	ALLOCATION TO CAP PJTS - TREE SALE	9,638.30	
366	ALLOCATION TO CAP PJTS-PORTER SHELTER AREA	209,588.00	
369	ALLOCATION TO CAP PJTS - CAMPBELL REC AREA	31,977.00	
371	ALLOCATION TO CAP PJTS - N NEIGHB PK LAND	66,394.90	
372	ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP	24,199.22	
374	ALLOCATION TO CAP PJTS - GREENBELT LANDING	4,292,674.69	
375	ALLOCATION TO CAP PJTS - GREENBELT MGMT PLAN	140,682.11	

CITY OF CLIVE
COMBINED CASH INVESTMENT
JULY 31, 2025

381	ALLOCATION TO CAP PJTS -82ND ST TRL PROJ	(	30,000.00)	
382	ALLOCATION TO CAP PJTS - 86TH ST IMPL PLAN		40,000.00	
387	ALLOCATION TO CAP PJTS - LINNAN PK		5,067,632.66	
388	ALLOCATION TO CAP PJTS - INDIAN HILLS PARK		172,626.77	
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK		7,835,987.82	
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK		60,659.92	
391	ALLOCATION TO CAP PJTS - TRAIL PAVE/PARK CAP		22,638.53	
392	ALLOCATION TO CAP PJTS -CITY WIDE SIGN PROG		37,920.83	
393	ALLOCATION TO CAP PJTS - WALNUT HILLS STORMW	(	52,890.55)	
395	ALLOCATION TO CAP PJTS - HARBACH RECON		110,610.07	
396	ALLOCATION TO CAP PJTS - NW 128TH & HICKMAN		881,219.15	
399	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN RD	(	484,106.73)	
400	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN LP		1,130,844.92	
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL		428,194.09	
428	ALLOCATION TO CAP PJTS - 103RD ST STORM WAT		100,000.00	
429	ALLOCATION TO CAP PJTS - SEWER REHAB		228,232.79	
430	ALLOCATION TO CAP PJTS - METER/VALVE CHG OUT		65,186.42	
433	ALLOCATION TO CAP PJTS - SEWER CAPITAL		323,645.84	
435	ALLOCATION TO CAP PJTS - WATER CAPITAL		235,704.74	
436	ALLOCATION TO CAP PJTS - UNIV BLVD PUMP STAT		120,932.50	
440	ALLOCATION TO CAP PJTS -ALICES RD PH1 (1A)		1,680,509.61	
442	ALLOCATION TO CAP PJTS -ALICES RD PHASE 2		1,200,408.60	
445	ALLOCATION TO CAP PJTS -ALICES RD PHASE 5		150,545.62	
454	ALLOCATION TO CAP PJTS - NORTH NEIGHBOR IMPR		155,753.98	
457	ALLOCATION TO CAP PJTS - N NEIGH ARTERIAL RD		793,256.55	
462	ALLOCATION TO CAP PJTS - HICKMAN I-35/80 INT		317,310.67	
464	ALLOCATION TO CAP PJTS -ALICES RD IMPROV		4,548,959.21	
465	ALLOCATION TO CAP PJTS - NW 142ND ST PAVE RE		120,930.19	
468	ALLOCATION TO CAP PJTS - N NEIGHBOR ST LIGHT		2,656.01	
471	ALLOCATION TO CAP PJTS - 111TH & HICKMAN INT		152,826.47	
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(	113,334.53)	
480	ALLOCATION TO CAP PJTS - NW 99TH CT RECON		90,359.21	
482	ALLOCATION TO CAP PJTS-DEVELOPMENT PLANNING		8,289.65	
483	ALLOCATION TO CAP PJTS- AIRPORT TERMINAL		517,260.00	
485	ALLOCATION TO CAP PJTS - PUBLIC ART CAPITAL		86,043.78	
TOTAL PROJECTS				39,178,060.88
495	ALLOCATION TO SPEC ASSMT-UNIV BLVD PH I,II,	(	15,143.00)	
TOTAL SPECIAL ASSESSMENTS				(15,143.00)
600	ALLOCATION TO WATER UTILITY FUND		10,073,996.83	
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND		370,783.64	
604	ALLOCATION TO WATER IMPROVEMENT FUND		7,988.15	
610	ALLOCATION TO SEWER UTILITY FUND		7,118,974.85	
740	ALLOCATION TO STORM WATER FUND		312,121.16	
810	ALLOCATION TO INTERNAL SERVICE FUND		1,001,897.43	
820	ALLOCATION TO INTERNAL SERVICE FUND	(	488,495.00)	
830	ALLOCATION TO PETTY CASH FUND		700.00	

CITY OF CLIVE
COMBINED CASH INVESTMENT
JULY 31, 2025

TOTAL		18,397,967.06
TOTAL ESCROW ACCOUNT		.00
TOTAL ALLOCATIONS TO OTHER FUNDS		75,995,938.55
ALLOCATION FROM COMBINED CASH FUND - 999-10111	(	75,995,938.55)
ZERO PROOF IF ALLOCATIONS BALANCE		.00



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

RE: Approve 08/14/2025 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 08_14_2025

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
AUGUST 14, 2025
CITY HALL COUNCIL CHAMBERS**

Call to Order/Roll Call/Pledge of Allegiance

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

Approval of the Agenda

Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, 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, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. 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 2025-227** 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 2025-228** 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 2025-229** Approving Amendment #1 to the Professional Services Agreement for the Douglas Parkway and Berkshire Parkway Signalization Project - Snyder & Associates - \$9,100.00; 14. **Resolution 2025-230** Approving Change Order #1 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$3,307.29; 15. **Resolution 2025-231** Approving Change Order #1 - Caliber Concrete LLC - 2025 NW 138th Street HMA Overlay - \$10,879.00; 16. **Resolution 2025-232** 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 2025-233** Approving Professional Service Agreement with RES LLC for Bid Package and Support Services - \$39,017.00; 38. **Resolution 2025-234** Approving Proposal for Installation of Streetlights on Alice's Road Reconstruction Project - Phase 1A - MidAmerican Energy Company - \$210,107.77; 39. **Resolution 2025-235** Approving an Agreement for Professional Services - Austin Peter Group, Inc. - \$20,815.00; 40. **Resolution 2025-236** Awarding Contract - Jeremy Jarvis - Harbach Bay Doors Mural Project; 41. **Resolution 2025-237** 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 2025-238** Setting Public Hearing (9/11/2025 6:00pm) - Ordinance Amendment Regarding Commercial Entertainment Uses; 43. **Resolution 2025-239** Setting Public Hearing (9/11/2025 6:00 PM) - City Hall Approach Replacement; 44. **Resolution 2025-240** 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 2025-241** Deleting Property from the Clive Urban Renewal Area; 46. **Resolution 2025-242** Levying Special Assessments for Nuisance Abatement Costs - 2184 NW 141st Street - 10540 Juan Calle - 1571 NW 93rd Court; 47. **Resolution 2025-243** Accepting Satisfaction of Agreement to Complete for Silverstar Addition Plat 1, Lot 1 - 15451 Hickman Road; 48. **Resolution 2025-244** Approving 1st Amendment to Zoning Change and Development Agreement - Silverstar Addition Plat 1; 49. **Resolution 2025-245** 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 2025-246** 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 2025-247** 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 2025-248** 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 2025-249** 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 2025-250** Approving Suspension of Civil Service Commission Practices; 55. Approve 2025-2026 Urban Deer Management Program.

Action Items

1. **Public Hearing - Zoning Ordinance Amendment – Variances.** Public Hearing Notice published 07/28/2025 in the Des Moines Register. Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Michael McCoy moved to close the public hearing, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - a. **Consideration of Proposed Ordinance No. 1165 - Zoning Ordinance Amendment Regarding Variances.** Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
2. **Resolution 2025-251 Approving Amended Clive Post Construction Stormwater Management Manual.** Assistant City Manager Pete De Kock presented the matter to the

Council, facilitated discussion, and recommended approval. Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

3. **Site Plan and Preliminary Plat- Dehner Distillery - 1480 NW 86th Street.** Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Eric Klein moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Correspondence

1. **BRAVO Budget Update**

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 6:46 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 20250825100803144

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	A.M. LEONARD INC	GROUNDS SUPPLIES	502.46
08/13/2025	ABSOLUTE GROUP	FOREST AVE WATER MAIN PAY REQ 2	87,128.21
08/25/2025	ACCO	POOL CHEMICAL TESTING SUPPLIES	144.50
08/25/2025	ACCO	POOL CHEMICALS	2,858.30
08/25/2025	ACCO	POOL CHEMICALS	2,203.10
08/25/2025	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	36,684.00
08/22/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 8/16/2025	91.32
08/25/2025	AIA CORPORATION	BRAD LUNDQUIST CLOTHING ALLOWANCE - JOBSHIRT/SHORTS	116.53
08/13/2025	AIR-CON MECHANICAL CORP	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 9	41,244.39
08/25/2025	ALL MAKES	CH-LIB PHASE 1 FFE FINAL PAY INVOICE	113,247.36
08/25/2025	ALL MAKES	CH-LIB PHASE 1	5,571.62
08/25/2025	ALLENDAN SEED COMPANY	78TH ST PARK SEED	4,280.00
08/13/2025	ALLIANCE CONSTRUCTION GROUP LLC	NW 114TH ST RECON PAY REQ 15	5,780.18
08/25/2025	AMAZON CAPITAL SERVICES	PUMP PROTECTOR SPRAY	155.72
08/25/2025	AMAZON CAPITAL SERVICES	EQUIPMENT	147.84
08/25/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES AND EXTENDER	237.60
08/25/2025	AMAZON CAPITAL SERVICES	CH EQUIPMENT	98.98
08/25/2025	AMAZON CAPITAL SERVICES	DRONE	1,205.99
08/25/2025	AMAZON CAPITAL SERVICES	STORAGE BAGS	12.99
08/25/2025	AMAZON CAPITAL SERVICES	MTU BUTTONS	206.25
08/25/2025	AMAZON CAPITAL SERVICES	SUSTENANCE	212.50
08/25/2025	AMAZON CAPITAL SERVICES	COMMAND STRIPS	41.42
08/25/2025	AMAZON CAPITAL SERVICES	CENSUS EQUIP	259.95
08/25/2025	AMAZON CAPITAL SERVICES	(3) AIRWAY ROLL KIT GEAR BAG	152.46
08/25/2025	AMAZON CAPITAL SERVICES	GROUNDS MAINT	57.97
08/25/2025	AMAZON CAPITAL SERVICES	CHEMICAL GLOVES	112.62
08/25/2025	AMAZON CAPITAL SERVICES	CAC FIRST AID SUPPLIES	43.35
08/25/2025	AMAZON CAPITAL SERVICES	LUNDQUEST CLOTHING ALLOWANCE PANTS AND SHORTS	168.00
08/25/2025	AMAZON CAPITAL SERVICES	FESTIVAL TOWELS	35.27
08/25/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	59.77
08/25/2025	AMAZON CAPITAL SERVICES	MISC SUPPLIES	286.23
08/25/2025	AMAZON CAPITAL SERVICES	SUPPLIES	69.82
08/25/2025	AMAZON CAPITAL SERVICES	FIRST AID REFILL ITEMS	21.04
08/25/2025	AMAZON CAPITAL SERVICES	REPLACEMENT LIGHT AND BATTERIES - JET TRUCK	42.87
08/25/2025	AMAZON CAPITAL SERVICES	CONFERENCE ROOM EQUIP	77.90
08/22/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 8/16/2025	537.46
08/25/2025	ARCHITECTURAL GLASS AND GLAZIN	BREAKROOM WINDOW REPLACEMENT	23,787.00
08/25/2025	ARNOLD MOTOR SUPPLY	EQUIPMENT MAINT	5.37
08/25/2025	ARNOLD MOTOR SUPPLY	VEHICLE REPAIR	61.95
08/25/2025	ARNOLD MOTOR SUPPLY	MISC SUPPLIES	48.99
08/25/2025	ARNOLD MOTOR SUPPLY	VEHICLE REPAIR	108.35
08/25/2025	AT & T MOBILITY	GPS DATA PLAN	35.29
08/25/2025	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	289.77
08/25/2025	AUREON COMMUNICATIONS	INTERNET	787.50
08/25/2025	AUREON COMMUNICATIONS	CANCELLATION LINE	12.80
08/25/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	15.96
08/25/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	94.56
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	16.50
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	134.13
08/25/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	203.41
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	35.90
08/25/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	16.53
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	33.62
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	81.49
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	82.07
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	136.20
08/25/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	32.49
08/25/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	27.38

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	BASEPOINT BUILDING AUTOMATIONS	CPSC AUTO FRONT ENTRY DOOR REPAIRS	925.00
08/25/2025	BASEPOINT BUILDING AUTOMATIONS	CPSC AUTO FRONT ENTRY DOOR REPAIRS	249.31
08/25/2025	BASEPOINT BUILDING AUTOMATIONS	CPSC AUTO FRONT ENTRY DOOR REPAIRS	545.03
08/25/2025	BAX SALES INC	MISC SUPPLIES	41.94
08/25/2025	BEAR CREEK ARCHEOLOGY, INC	ARCHEOLOGICAL SURVEY GREENBELT LANDING	3,775.00
08/25/2025	BIBLIOTHECA	LIB HARDWARE MAINT	4,246.40
08/25/2025	BIG BROTHERS BIG SISTERS	REFUND DEPOSIT	128.97
08/25/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	363.76
08/25/2025	BOUND TREE MEDICAL LLC	IV SOLUTION	14.10
08/25/2025	BOUND TREE MEDICAL LLC	IV SOLUTION	59.90
08/25/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	315.84
08/25/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	211.20
08/25/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	354.47
08/25/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	2,445.75
08/25/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	659.17
08/25/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	1,441.08
08/25/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	9,911.00
08/25/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	348.00
08/25/2025	BURESH HOME SOLUTIONS	REFUND CANCELLED PERMIT	225.00
08/13/2025	CALHOUN-BURNS & ASSOCIATES	2025 BRIDGE MAINT PAY REQ 7	1,099.00
08/13/2025	CALIBER CONCRETE LLC	NW 138TH OVERLAY PAY REQ 4	273,748.51
08/25/2025	CDW GOVERNMENT INC	SOFTWARE SUBSCRIPTION	246.04
08/25/2025	CDW GOVERNMENT INC	PERIPHERALS	335.15
08/25/2025	CDW GOVERNMENT INC	SUPPLIES	50.80
08/13/2025	CENTRAL IOWA MECHANICAL	GREENBELT LANDING CONSTRUCT PJCT PAY REQ 10	9,529.94
08/25/2025	CENTURY LINK	CAC PHONE LINES	360.54
08/25/2025	CHRISTIAN PRINTERS INC	CLIVE CONNECTED BROCHURE MAILING (CORRECTION)	4,224.49
08/25/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	382.35
08/25/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	382.35
08/25/2025	CITY OF DES MOINES	WRA - AUG 25	182,381.50
08/25/2025	CITY OF URBANDALE	ANNUAL FLEET MAINTENANCE FEE FY 25/26	31,200.00
08/25/2025	CITY OF URBANDALE	AIR COMPRESSOR WORK ON E320	2,414.66
08/25/2025	CITY OF URBANDALE	A103 FRONT END / BRAKES / LOF / TIRES	7,368.23
08/22/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 8/16/202	37.20
08/25/2025	CLIVE POWER EQUIPMENT	PARTS	64.04
08/25/2025	CLIVE POWER EQUIPMENT	CHAINSAW	343.99
08/25/2025	CLIVE POWER EQUIPMENT	EQUIPMENT MAINT	38.31
08/25/2025	CLIVE POWER EQUIPMENT	REFUND SUPPLIES	343.99-
08/22/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 8/16/2025	1,775.96
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ ALARCON	23.99
08/25/2025	COMMERCE BANK	SUPPLIES__ BELIEU	331.00
08/25/2025	COMMERCE BANK	FACEBOOK MARKETING__ BELIEU	514.58
08/25/2025	COMMERCE BANK	NEPA ANNUAL MEMBERSHIP__ BOYLE	225.00
08/25/2025	COMMERCE BANK	CLOTHING ALLOWANCE__ BROWN	613.48
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ BROWN	300.00
08/25/2025	COMMERCE BANK	TRAINING__ VANDEBERG	392.36
08/25/2025	COMMERCE BANK	CLIVE CONNECTION STOCK__ WELLING	99.00
08/25/2025	COMMERCE BANK	TRAINING__ WIRTH	84.08
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ SHALON-DEUR	56.04
08/25/2025	COMMERCE BANK	EQUIPMENT__ SNOBERGER	2,422.06
08/25/2025	COMMERCE BANK	SUSTENANCE__ SNOBERGER	68.52
08/25/2025	COMMERCE BANK	VEHICLE REPAIR__ SOMSKY	732.98
08/25/2025	COMMERCE BANK	MEETING EXPENSE__ THIELEN	102.98
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ VANDEBERG	.87-
08/25/2025	COMMERCE BANK	GOAT SUPPLIES__ ROLFES	361.20
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ SALTMARSH	857.83
08/25/2025	COMMERCE BANK	SIGNAGE__ SALTMARSH	294.99
08/25/2025	COMMERCE BANK	CHILDREN BOOKS__ SHALON-DEUR	77.63

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	57.95
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ SHALON-DEUR	375.00
08/25/2025	COMMERCE BANK	TRAINING__ OLLENDIKE	200.00
08/25/2025	COMMERCE BANK	CONCESSION SUPPLIES__ PHELPS	1,800.88
08/25/2025	COMMERCE BANK	SUPPLIES__ PHELPS	113.78
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ PHELPS	178.17
08/25/2025	COMMERCE BANK	JANITORIAL SUPPLIES__ PHELPS	45.92
08/25/2025	COMMERCE BANK	GROUNDS MAINT__ ROLFES	39.99
08/25/2025	COMMERCE BANK	SUPPLIES__ NELSON	275.98
08/25/2025	COMMERCE BANK	DUES & MEMBERSHIP__ NELSON	239.00
08/25/2025	COMMERCE BANK	ADULT PROGRAM HARBACH__ NELSON	48.26
08/25/2025	COMMERCE BANK	ADVERTISING__ NISIC	64.91
08/25/2025	COMMERCE BANK	TRAINING__ NISIC	30.00
08/25/2025	COMMERCE BANK	PROFESSIONAL FEES__ NISIC	91.00
08/25/2025	COMMERCE BANK	LIBRARY MEDIA__ NELSON	53.77
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	105.49
08/25/2025	COMMERCE BANK	CHILDREN BOOKS__ NELSON	92.44
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	19.99
08/25/2025	COMMERCE BANK	SUPPLIES__ NELSON	557.62
08/25/2025	COMMERCE BANK	PRINTING__ NELSON	551.68
08/25/2025	COMMERCE BANK	LIBRARY MEDIA__ NELSON	925.59
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	645.00
08/25/2025	COMMERCE BANK	SUSTENANCE__ NELSON	275.65
08/25/2025	COMMERCE BANK	SUPPLIES__ NELSON	224.04
08/25/2025	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	98.75
08/25/2025	COMMERCE BANK	ADULT LIBRARY BOOKS__ NELSON	125.87
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ MAYER	1,135.79
08/25/2025	COMMERCE BANK	TRAINING__ MCQUILLEN	890.00
08/25/2025	COMMERCE BANK	SUBSCRIPTION__ MEASE	154.08
08/25/2025	COMMERCE BANK	EQUIPMENT__ MILLER	64.90
08/25/2025	COMMERCE BANK	BUILDING MAINT__ NELSON	169.99
08/25/2025	COMMERCE BANK	ADULT LIBRARY BOOKS__ NELSON	521.79
08/25/2025	COMMERCE BANK	SUPPLIES__ LUCAS	474.99
08/25/2025	COMMERCE BANK	ADVERTISING__ LUCAS	980.33
08/25/2025	COMMERCE BANK	SUPPLIES__ LUCAS	276.08
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ LUCAS	920.00
08/25/2025	COMMERCE BANK	REFUND TAX__ LUCAS	6.67-
08/25/2025	COMMERCE BANK	REGISTRATION REFUND__ MAY	125.00-
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ KELLER	573.17
08/25/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ KELLER	11.76
08/25/2025	COMMERCE BANK	FUEL__ KEMPNIH	62.08
08/25/2025	COMMERCE BANK	K-9 VETERINARY__ KEMPNIH	394.82
08/25/2025	COMMERCE BANK	MAINT CONTRACTS__ KUZHIKANDATHIL	684.00
08/25/2025	COMMERCE BANK	CLIVE FEST OPERATIONS__ LUCAS	1,748.01
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ JOHNSTON	2,217.66
08/25/2025	COMMERCE BANK	TRAINING__ JOHNSTON	795.00
08/25/2025	COMMERCE BANK	TRAINING__ JOLLEY	270.00
08/25/2025	COMMERCE BANK	TRAINING__ KALLEM	16.12
08/25/2025	COMMERCE BANK	MARKETING__ KELLER	42.76
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ KELLER	762.70
08/25/2025	COMMERCE BANK	SUPPLIES__ HANSEN	12.00
08/25/2025	COMMERCE BANK	MAINT CONTRACTS__ HARKEN	70.00
08/25/2025	COMMERCE BANK	SUBSCRIPTION__ HERZOG	154.40
08/25/2025	COMMERCE BANK	EQUIPMENT__ HERZOG	490.06
08/25/2025	COMMERCE BANK	UNIFORM ALLOWANCE__ HERZOG	848.58
08/25/2025	COMMERCE BANK	SUBSCRIPTION__ JOHNSTON	60.00
08/25/2025	COMMERCE BANK	CLIVE FEST SUPPLIES__ GIBBS	175.34
08/25/2025	COMMERCE BANK	SUPPLIES__ GIBBS	20.94

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	COMMERCE BANK	SUBSCRIPTION__ GRAHAM	20.00
08/25/2025	COMMERCE BANK	RECORDING FEES__ GRAHAM	101.64
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ HAGELIE	1,167.44
08/25/2025	COMMERCE BANK	SUPPLIES__ HANSEN	140.67
08/25/2025	COMMERCE BANK	CONCESSION SUPPLIES__ GIBBS	724.44
08/25/2025	COMMERCE BANK	EQUIPMENT__ GIBBS	249.00
08/25/2025	COMMERCE BANK	MISC CONTRACT WORK__ GIBBS	153.91
08/25/2025	COMMERCE BANK	SUBSCRIPTION__ GIBBS	107.99
08/25/2025	COMMERCE BANK	OFFICE SUPPLIES__ GIBBS	152.99
08/25/2025	COMMERCE BANK	SUPPLIES__ GIBBS	123.84
08/25/2025	COMMERCE BANK	EQUIPMENT REPAIR__ FARLOW	299.00
08/25/2025	COMMERCE BANK	TRAINING__ FARLOW	115.83
08/25/2025	COMMERCE BANK	TRAINING__ FREESTONE	1,300.00
08/25/2025	COMMERCE BANK	MEMBERSHIP DUES__ FREESTONE	25.00
08/25/2025	COMMERCE BANK	PUBLIC EDUCATION__ GARCIA	14.99
08/25/2025	COMMERCE BANK	MISC CONTRACT WORK__ GARCIA	108.80
08/25/2025	COMMERCE BANK	MISC CONTRACT WORK__ CLIVE PARKS & REC STAFF	5,684.99
08/25/2025	COMMERCE BANK	STORMWATER PERMIT RENEWAL__ CYGAN	180.91
08/25/2025	COMMERCE BANK	TRAINING__ DE KOCK	107.47
08/25/2025	COMMERCE BANK	CONFERENCE EXPENSE__ EASTMAN	1,306.86
08/25/2025	COMMERCE BANK	EQUIPMENT__ FARLOW	935.86
08/25/2025	COMMERCE BANK	SHIPPING__ FARLOW	370.93
08/13/2025	CONCRETE TECHNOLOGIES INC	ALICE RD RECON PAY REQ 5	303,615.29
08/13/2025	CONFLUENCE	UNIVERSITY BLVD FLOOD MIT PAY REQ 9	42,154.00
08/25/2025	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	96.39
08/25/2025	CONTINENTAL FIRE SPRINKLER CO	REPAIRS TO SPRINKLER SYSTEM	310.22
08/25/2025	CONTINENTAL FIRE SPRINKLER CO	REPAIRS TO SPRINKLER SYSTEM	310.22
08/25/2025	CONTINENTAL FIRE SPRINKLER CO	REPAIRS TO SPRINKLER SYSTEM	310.22
08/25/2025	CONTINENTAL FIRE SPRINKLER CO	REPAIRS TO SPRINKLER SYSTEM	310.20
08/25/2025	CORE & MAIN LP	MISC WATER SUPPLIES	30.27
08/25/2025	CORE & MAIN LP	WATER MAIN REPLACEMENT PIPE	484.00
08/25/2025	CORE & MAIN LP	6" VALVE PARTS	615.81
08/25/2025	CORE & MAIN LP	INTAKE GRATE 16715 WINSTON CIRCLE	983.00
08/25/2025	CORE & MAIN LP	COUPLERS FOR NEW CONSTRUCTION METERS	1,456.00
08/13/2025	COUNTRY LANDSCAPES INC	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 4	78,125.96
08/25/2025	DAKOTA SUPPLY GROUP	RED FLAGS	292.40
08/25/2025	DAKOTA SUPPLY GROUP	BLUE FLAGS	538.46
08/25/2025	DAKOTA SUPPLY GROUP	GREEN FLAGS	292.40
08/25/2025	DCI GROUP	GREENBELT LANDING CONSTRUCTION DIRT WORK	42,379.94
08/25/2025	DCI GROUP	GREENBELT LANDING CONSTRUCTION DIRT WORK	44,883.50
08/13/2025	DCI GROUP	CH/LIB CONSTRUCT MGMT PAY REQ 8	13,679.06
08/25/2025	DELL MARKETING LP	CLERK MONITORS	310.62
08/25/2025	DES MOINES IRON & SUPPLY	#766 MOUNTS	134.70
08/25/2025	DES MOINES WATER WORKS	WATER PURCHASE AUG 2025	150,458.74
08/25/2025	DES MOINES WATER WORKS	TESTING	1,047.00
08/25/2025	DITCH WITCH OF MINNESOTA/IOWA	PARTS FOR TV TRUCK	251.40
08/25/2025	DTN LLC	TELEVENT	628.99
08/25/2025	DTN LLC	TELEVENT	628.99
08/25/2025	EARL'S TIRE & SERVICE CENTER	EQUIPMENT MAINT	1,296.95
07/31/2025	EBS	Medical / Dental Ins -July	5,758.48
07/31/2025	EBS	Medical / Dental Ins -July	31,386.81
07/31/2025	EBS	Medical / Dental Ins -July	6,563.93
07/31/2025	EBS	Medical / Dental Ins -July	15,281.64
07/31/2025	EBS	Medical / Dental Ins -July	6,418.32
07/31/2025	EBS	Medical / Dental Ins -July	5,737.43
07/31/2025	EBS	Flex Admin - July	13.80
07/31/2025	EBS	Flex Admin - July	4.60
07/31/2025	EBS	Cobra Admin	127.68

Date Paid	Vendor Name	Description	Amount Paid
07/31/2025	EBS	Flex Admin - July	4.60
07/31/2025	EBS	Flex Admin - July	9.20
07/31/2025	EBS	Flex Admin - July	4.60
07/31/2025	EBS	Flex Admin - July	13.80
07/31/2025	EBS	Flex Admin - July	4.60
07/31/2025	EBS	Flex Admin - July	32.20
07/31/2025	EBS	Flex Admin - July	41.40
07/31/2025	EBS	Flex Admin - July	9.20
07/31/2025	EBS	Flex Admin - July	18.40
07/31/2025	EBS	Flex Admin - July	4.60
07/31/2025	EBS	Flex Admin - July	4.60
07/31/2025	EBS	Flex Admin - July	13.80
07/31/2025	EBS	Life, LTD, AD&D Ins - July	55.87
07/31/2025	EBS	Life, LTD, AD&D Ins - July	142.36
07/31/2025	EBS	Life, LTD, AD&D Ins - July	155.38
07/31/2025	EBS	Life, LTD, AD&D Ins - July	128.80
07/31/2025	EBS	Life, LTD, AD&D Ins - July	156.73
07/31/2025	EBS	Flex Admin - July	13.80
07/31/2025	EBS	Life, LTD, AD&D Ins - July	117.84
07/31/2025	EBS	Life, LTD, AD&D Ins - July	178.04
07/31/2025	EBS	Life, LTD, AD&D Ins - July	35.77
07/31/2025	EBS	Life, LTD, AD&D Ins - July	177.41
07/31/2025	EBS	Life, LTD, AD&D Ins - July	59.36
07/31/2025	EBS	Life, LTD, AD&D Ins - July	270.46
07/31/2025	EBS	Life, LTD, AD&D Ins - July	201.39
07/31/2025	EBS	Life, LTD, AD&D Ins - July	282.95
07/31/2025	EBS	Life, LTD, AD&D Ins - July	185.13
07/31/2025	EBS	Life, LTD, AD&D Ins - July	304.65
07/31/2025	EBS	Life, LTD, AD&D Ins - July	111.22
07/31/2025	EBS	Life, LTD, AD&D Ins - July	33.16
07/31/2025	EBS	Vision Ins - July	37.12
07/31/2025	EBS	Vision Ins - July	55.68
07/31/2025	EBS	Life, LTD, AD&D Ins - July	333.69
07/31/2025	EBS	Life, LTD, AD&D Ins - July	1,077.22
07/31/2025	EBS	Life, LTD, AD&D Ins - July	77.34
07/31/2025	EBS	Life, LTD, AD&D Ins - July	183.88
07/31/2025	EBS	Vision Ins - July	18.56
07/31/2025	EBS	Vision Ins - July	74.24
07/31/2025	EBS	Vision Ins - July	18.56
07/31/2025	EBS	Vision Ins - July	139.36
07/31/2025	EBS	Vision Ins - July	27.84
07/31/2025	EBS	Vision Ins - July	46.40
07/31/2025	EBS	Vision Ins - July	30.93
07/31/2025	EBS	Vision Ins - July	9.28
07/31/2025	EBS	Vision Ins - July	27.84
07/31/2025	EBS	Vision Ins - July	37.12
07/31/2025	EBS	Vision Ins - July	9.28
07/31/2025	EBS	Vision Ins - July	27.84
07/31/2025	EBS	Vision Ins - July	50.11
07/31/2025	EBS	Vision Ins - July	135.49
07/31/2025	EBS	Vision Ins - July	46.40
07/31/2025	EBS	Vision Ins - July	64.96
07/31/2025	EBS	Vision Ins - July	49.49
07/31/2025	EBS	Vision Ins - July	86.61
07/31/2025	EBS	Medical / Dental Ins -July	4,737.62
07/31/2025	EBS	Medical / Dental Ins -July	7,277.50
07/31/2025	EBS	Medical / Dental Ins -July	5,907.70
07/31/2025	EBS	Medical / Dental Ins -July	6,576.04

Date Paid	Vendor Name	Description	Amount Paid
07/31/2025	EBS	Vision Ins - July	120.55
07/31/2025	EBS	Vision Ins - July	168.24
07/31/2025	EBS	Medical / Dental Ins -July	1,600.62
07/31/2025	EBS	Medical / Dental Ins -July	2,478.50
07/31/2025	EBS	Medical / Dental Ins -July	1,339.00
07/31/2025	EBS	Medical / Dental Ins -July	11,183.24
07/31/2025	EBS	Medical / Dental Ins -July	1,610.63
07/31/2025	EBS	Medical / Dental Ins -July	14,953.76
07/31/2025	EBS	Medical / Dental Ins -July	6,121.90
07/31/2025	EBS	Medical / Dental Ins -July	11,210.28
07/31/2025	EBS	Medical / Dental Ins -July	4,105.21
07/31/2025	EBS	Medical / Dental Ins -July	660.11
07/31/2025	EBS	Medical / Dental Ins -July	3,738.73
07/31/2025	EBS	Medical / Dental Ins -July	3,832.90
07/31/2025	EBS	FLEX FUNDS	5,259.30
08/22/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 8/1	2,223.20
08/22/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 8/16/2025	7,555.45
08/22/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 8/16/20	1,854.65
08/22/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 8/16/2025	1,119.00
08/22/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 8/16/2025	1,276.60
08/22/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 8/16/2025	342.00
08/22/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 8/16/2025	529.92
08/22/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	53,104.87
08/22/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/16/20	36,313.51
08/22/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/16/20	36,313.51
08/22/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/16/2025	8,492.70
08/22/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/16/2025	8,492.70
08/13/2025	ELITE FIRE SPRINKLER SYSTEMS	CH/LIB RENOVATION PAY REQ 5	2,954.50
08/25/2025	EMS MANAGEMENT & CONSULTANTS INC	JULY 2025 EMS BILLING FEE	1,955.14
08/25/2025	FASTSIGNS	PLAYGROUND CONSTRUCTION SIGN	562.09
08/25/2025	FASTSIGNS	RESERVATION SIGNS	390.09
08/25/2025	FERGUSON ENTERPRISES INC	ICE MACHINE REPAIRS	74.31
08/25/2025	FREEDOM FIRST AID & SAFETY LLC	CAC FIRST AID SUPPLIES	117.10
08/25/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	14.43
08/25/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	14.44
08/25/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	14.44
08/25/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	14.44
08/25/2025	FREEDOM TIRE & AUTO	VEHICLE OPERATIONS	35.00
08/25/2025	GALLS LLC	MARTIN CLASS A JACKET TAILOR WORK	84.48
08/25/2025	GAME ONE	T SHIRTS FOR YOUTH ACADEMY	564.87
08/25/2025	GANNETT IOWA LOCALIQ	ORDINANCE	142.05
08/25/2025	GANNETT IOWA LOCALIQ	PH NOTICES	68.58
08/25/2025	GANNETT IOWA LOCALIQ	MINUTES	1,010.56
08/25/2025	GANNETT IOWA LOCALIQ	PH NOTICE	45.40
08/25/2025	GENERAL TRAFFIC CONTROLS INC	ATC CABINET FOR DOUGLAS/BERKSHIRE	28,000.00
08/25/2025	GRAINGER	SAFETY EQUIPMENT	33.43
08/25/2025	GRAINGER	SAFETY EQUIPMENT	33.43
08/25/2025	GRAINGER	SAFETY EQUIPMENT	33.43
08/25/2025	GRAINGER	SAFETY EQUIPMENT	33.43
08/13/2025	HANSEN COMPANY	LINNAN PARK PJCT PAY REQ 1	19,997.50
08/25/2025	HEARTLAND CO-OP	WEED CONTROL	94.50
08/25/2025	HYSTER-YALE	#793 FORKLIFT	37,498.00
08/22/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 8/16/2025	533.76
08/22/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 8/16/	7,509.39
08/22/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 8/16/2025	12,946.43
08/22/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 8/16/2025	10,474.34
08/25/2025	INNOVATIVE INTERFACES INC	LIBRARY CATALOG MAINT	8,336.75
08/25/2025	INTERSTATE ALL BATTERY CENTER	BATTERIES FOR DCU TOWER	1,423.00

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	INTERSTATE ALL BATTERY CENTER	OTHER EQUIPMENT	19.00
08/25/2025	INTERSTATE POWER SYSTEMS INC	ANNUAL GENERATOR PM	2,588.82
08/25/2025	INTERSTATE POWER SYSTEMS INC	ANNUAL GENERATOR PM	697.74
08/25/2025	INTERSTATE POWER SYSTEMS INC	ANNUAL GENERATOR PM	1,525.38
08/25/2025	IOWA CODIFICATION INC	CODE UPDATE	214.00
08/13/2025	IOWA SIGNAL INC.	DOUGLAS/BERKSHIRE TRAFFIC PRJCT PAY REQ 2	73,667.55
08/25/2025	JACQUE WARWICK	REFUND PROGRAM	64.74
08/25/2025	JOEY FLIPPO	REFUND PROGRAM	61.35
08/25/2025	JOHNSTONE SUPPLY	FILTERS FOR PW BUILDING	42.49
08/25/2025	JOHNSTONE SUPPLY	FILTERS FOR PW BUILDING	42.49
08/25/2025	JOHNSTONE SUPPLY	FILTERS FOR PW BUILDING	42.49
08/25/2025	JOHNSTONE SUPPLY	FILTERS FOR PW BUILDING	42.48
08/25/2025	KARLA F MENDOZA	PROFESSIONAL FEES - INTERPRETER	70.00
08/25/2025	KARLA F MENDOZA	PROFESSIONAL FEES - INTERPRETER FEE	70.00
08/25/2025	KATHERINE THOREN	REFUND DEPOSIT	22.62
08/13/2025	KEYSTONE CONSTRUCTION SERVICES	CH/LIB RENO PAY REQ 7	114,034.57
08/13/2025	KEYSTONE CONSTRUCTION SERVICES	GREENBELT LANDING PAY REQ 10	128,883.01
08/25/2025	LINDE GAS & EQUIPMENT INC	OXYGEN TANK RENTAL FEE	344.32
08/25/2025	LOGAN CONTRACTORS SUPPLY	#765 AIR COMPRESSOR	19,995.00
08/25/2025	LOGAN CONTRACTORS SUPPLY	MISC TRAFFIC SUPPLIES	51.80
08/25/2025	LOGAN CONTRACTORS SUPPLY	CONCRETE TOOLS	312.20
08/25/2025	LOWES HOME CENTERS INC	PLANTS	124.31
08/25/2025	LOWES HOME CENTERS INC	TRAFFIC SUPPLIES	38.40
08/25/2025	LOWES HOME CENTERS INC	BUILDING REPAIRS	20.86
08/25/2025	LOWES HOME CENTERS INC	PLANTS	81.48
08/25/2025	MAIL SERVICES	NEWSLETTER	1,135.38
08/25/2025	MAIL SERVICES	POSTAGE	2,713.64
08/25/2025	MAIL SERVICES	BILLING	828.80
08/25/2025	MAIL SERVICES	POSTAGE	186.80
08/25/2025	MAIL SERVICES	BILLING-STORM	68.04
08/25/2025	MARIA LOPEZ	REFUND OVERPAYMENT	350.00
08/25/2025	MARTIN BROS	CAC CONCESSIONS	267.08
08/25/2025	MARTIN BROS	CAMPBELL CONCESSIONS	63.08
08/25/2025	MARTIN BROS	CAC CONCESSIONS	649.75
08/25/2025	MARY MCCARTHY	OUTDOOR YOGA 8/27	75.00
08/25/2025	MEMPHIS NET & TWINE	PICKLEBALL NETS	603.44
08/25/2025	MEMPHIS NET & TWINE	SOCCER & TENNIS NETS	101.05
08/25/2025	MENARDS	GROUNDS MAINT AND REPAIRS	5.40
08/25/2025	MENARDS	TRANSFOMER ENCLOSURE REPAIRS	129.97
08/25/2025	MENARDS	PAINT & MISCELLANEOUS SUPPLIES	82.04
08/25/2025	MENARDS	SHOWERHEAD BRACKET	27.46
08/25/2025	MENARDS	PAINT SUPPLIES	93.73
08/25/2025	MENARDS	POWER STRIP	16.49
08/25/2025	MENARDS	U-BOLTS JET TRUCK	11.96
08/25/2025	MENARDS	STREET MAINT SUPPLIES	447.18
08/25/2025	MENARDS	NEW REC STORAGE SHELVEING	479.97
08/25/2025	MENARDS	SUPPLIES	42.97
08/25/2025	MENARDS	CREDIT	16.49-
08/25/2025	MENARDS	POWER STRIP	19.99
08/25/2025	MENARDS	SUPPLIES	12.26
08/25/2025	MENARDS	KITCHEN REFRIG INSTALL SUPPLIES	58.79
08/25/2025	MENARDS	EXTENSION CORDS	59.98
08/25/2025	MENARDS	INTAKE REPAIR	41.43
08/25/2025	MENARDS	PLANTS	63.88
08/25/2025	MENARDS	SHOP SUPPLIES	77.70
08/25/2025	MENARDS	TOOLS	80.13
08/25/2025	MENARDS	SHELVEING SUPPLIES	102.45
08/25/2025	MENARDS	MISC SUPPLIES	49.97

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	MENARDS	PROPANE HOSE CONNECT	34.99
08/25/2025	MENARDS	MAT FOR PIERCE ENGINE	44.97
08/25/2025	MENARDS	MISC SUPPLIES	48.15
08/25/2025	MENARDS	LADDER/SUPPLIES - JET TRUCK	213.97
08/25/2025	MENARDS	MISC SUPPLIES	64.94
08/25/2025	MENARDS	PIERCE ENGINE MISC PARTS	74.46
08/25/2025	MENARDS	PEAT MOSS AND 4 CYCLE GAS	102.83
08/25/2025	MENARDS	PEAT MOSS	89.94
08/25/2025	MENARDS	TRAFFIC SUPPLIES	17.94
08/25/2025	MENARDS	SAWSALL BLADES	61.46
08/25/2025	MENARDS	INTAKE REPAIR SUPPLIES	35.96
08/25/2025	MERCY REHAB HOSPITAL IOWA	FACILITY MADE AN OVER PAYMENT	95.64
08/25/2025	MERCYONE HEALTH & FITNESS CENTER	WELLNESS COACHING	360.00
08/25/2025	METRO WASTE AUTHORITY	COMPOST STICKERS	512.00
08/25/2025	METRONET	INTERNET PS	1,037.25
08/13/2025	MID AMERICAN GLAZING	CH/LIB RENOVATION PAY REQ 5	7,372.00
08/25/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	15,996.75
08/25/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	18.11
08/25/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	29.41
08/25/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	88.75
08/25/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CITY HALL	2,367.83
08/25/2025	MIDAMERICAN ENERGY DAV	PW BUILDING	1,523.75
08/25/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	16.99
08/25/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	389.95
08/25/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
08/25/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
08/25/2025	MID-IOWA PLANNING ALLIANCE	MIPA DUES FY26	2,791.00
08/25/2025	MILLERBERND MANUFACTURING CO	SIGNAL POLES	49,404.00
08/25/2025	MISTER CAR WASH	CAR WASHES	14.00
08/25/2025	MTI DISTRIBUTING INC	IRRIGATION	53.58
08/25/2025	MTI DISTRIBUTING INC	IRRIGATION SUPPLIES	11.52
08/22/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	22,689.05
08/22/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,732.50
08/25/2025	MYLES & TAYLOR DAVIS	REFUND DEPOSIT	50.00
08/25/2025	NETWORKS	PROFFESIONAL FEES	112.50
08/25/2025	NETWORKS	SOFTWARE MAINTENANCE	7,472.64
08/25/2025	NETWORKS	HOSTED BACKUP	5,092.08
08/25/2025	NETWORKS	SOFTWARE SUBSCRIPTION	7.70
08/25/2025	NETWORKS	HOSTED EMAIL	1,422.15
08/25/2025	NORTHERN TOOL & EQUIPMENT CO	ROW SPRAYING	219.99
08/13/2025	ON TRACK CONSTRUCTION	LINNAN PARK PJCT PAY REQ 1	72,362.00
08/13/2025	ON TRACK CONSTRUCTION	GREENBELT LANDING CONSTRUCT PRCT PAY REQ 7	59,787.26
08/25/2025	P J IOWA LC	CAC CONCESSIONS PIZZA	455.73
08/25/2025	P J IOWA LC	CAC CONCESSIONS PIZZA	348.48
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	1,750.34
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	1,400.28
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	350.07
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	30.92
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	13.86
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	670.31
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	670.31
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	400.30
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	47.75
07/31/2025	PAYMENTECH - CHASE BANK	July CC Fees	28.90
08/25/2025	PAYPAL INC VPS	DATA PROCESSING-ECOMMERCE	54.10
08/25/2025	PER MAR SECURITY SERVICES	CAC QUARTERLY SECURITY MONITORING	1,515.18
08/25/2025	PLEXA	MEMBERSHIP DUES	20.00
08/25/2025	POLK COUNTY PUBLIC WORKS	FY25-26 WATERSHED COORDINATOR	6,000.00

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	POLK COUNTY TREASURER	PROPERTY TAXES	568.00
08/25/2025	POLK COUNTY TREASURER	PROPERTY TAXES	1,723.00
08/25/2025	POLK COUNTY TREASURER	PROPERTY TAXES	1,702.00
08/25/2025	POLK COUNTY TREASURER	PROPERTY TAXES	1,400.00
08/25/2025	POLK COUNTY TREASURER	PROPERTY TAXES	1,643.00
08/25/2025	POLK COUNTY TREASURER	PROPERTY TAXES	1,172.00
08/25/2025	POLK COUNTY TREASURER	PROPERTY TAXES	1,435.00
08/25/2025	PRODIGY CARE SERVICES	411 RX	37.42
07/31/2025	PROFESSIONAL SOLUTIONS	CC FEES- CLOVER	4,717.46
08/25/2025	RADAR ROAD TEC	VEHICLE REPAIR	124.00
08/25/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	MINOR EQUIPMENT	241.99
08/22/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 8/16/2025	1,205.20
08/25/2025	SADIE HEUERTZ	MISC CONTR WORK	250.00
08/25/2025	SECTOR	VEHICLE REPAIR - #209	30.28
08/25/2025	SECTOR	VEHICLE REPAIR - #211 - K9 FAN	30.28
08/25/2025	SHARON ADAMS	REFUND OVERPAYMENT	22.34
08/25/2025	SHREDDER, THE	DOCUMENT DESTRUCTION	72.00
08/25/2025	SKATELAND LLC	FSS TRIP	405.00
08/25/2025	SMITHGROUP, INC	GREENBELT LANDING CONSTRUCTION DIRT WORK	7,363.00
08/13/2025	SNYDER & ASSOCIATES	HICKMAN RD/NW 108TH IMPROVEMENT PAY REQ 3	1,703.00
08/13/2025	SNYDER & ASSOCIATES	ALICE RD RECON PAY REQ 16	80,985.00
08/25/2025	SPECTRUM ADVANTAGE LLC	BROKEN FIBER CONNECTION	540.00
08/25/2025	STATE HYGENIC LABORATORY	TESTING	660.00
08/25/2025	STEAM STARZ LLC	STEAM STARZ CAMP	1,147.00
08/25/2025	STEW HANSEN	VEHICLE OPERATIONS - 201	752.08
08/25/2025	STIVERS FORD	VEHICLE MAINT	98.00
08/25/2025	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	19,000.00
08/25/2025	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	8,296.00
08/25/2025	STRYKER SALES CORP	11 AED BATTERIES	1,716.00
08/25/2025	SUNBELT RENTALS INC	FESTIVAL PORTABLE POWER	2,448.00
08/25/2025	SYMBOL ARTS	MINOR EQUIPMENT	2,765.50
08/25/2025	TERRACON CONSULTANTS INC	CH-LIB SPECIAL INSPECTION SERVICE PAY REQ 4	1,276.30
08/25/2025	TERRACON CONSULTANTS INC	ASBESTOS CONSULTING CH REMODEL PAY REQ 4	1,688.49
08/25/2025	THELMAS LLC	CAC CONCESSIONS	211.20
08/22/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 8/16/2025	24,410.00
07/31/2025	TREASURER STATE OF IOWA	ELECTRONIC FUEL CLAIM	156.78
07/31/2025	TREASURER STATE OF IOWA	WATER EXCISE TAX	25,512.09
07/31/2025	TREASURER STATE OF IOWA	UTILITY SALES TAX	8,376.68
07/31/2025	TREASURER STATE OF IOWA	REC SALES TAX	578.16
07/31/2025	TREASURER STATE OF IOWA	AQUATICS SALES TAX	2,281.97
07/31/2025	TREASURER STATE OF IOWA	REC SALES TAX	76.65
07/31/2025	TREASURER STATE OF IOWA	AQUATICS SALES TAX	11,116.69
08/25/2025	TRI CITY ELECTRIC COMPANY OF IOWA	AV REPAIRS	1,158.75
08/25/2025	TRIPLETT OFFICE SOLUTIONS	MISC SUPPLIES-BACK TO SCHOOL	309.65
08/25/2025	ULINE	CORD REEL REPLACEMENT	274.59
08/25/2025	ULINE	SAFETY EQUIPMENT	82.00
08/25/2025	ULINE	SAFETY EQUIPMENT	82.00
08/25/2025	ULINE	SAFETY EQUIPMENT	82.00
08/25/2025	ULINE	SAFETY EQUIPMENT	82.01
08/25/2025	UNIQUE	MISC CONTRACT WORK- COLLECTION AGENCY	29.55
08/22/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 8/16/2025	40.46
08/25/2025	VAN WALL EQUIPMENT	EQUIPMENT REPAIR	15.49
08/25/2025	VESTIS	UNIFORMS	92.72
08/25/2025	VESTIS	UNIFORMS	51.75
08/25/2025	VESTIS	UNIFORMS	51.75
08/25/2025	VESTIS	UNIFORMS	19.41
08/25/2025	VESTIS	UNIFORMS	115.76
08/25/2025	VESTIS	UNIFORMS	64.61

Date Paid	Vendor Name	Description	Amount Paid
08/25/2025	VESTIS	UNIFORMS	64.61
08/25/2025	VESTIS	UNIFORMS	24.22
08/25/2025	WEST DES MOINES WATER WORKS	WATER FACILITIES	212.25
08/25/2025	WEX BANK	FUEL	106.40
08/25/2025	WEX BANK	FUEL	86.86
08/25/2025	WEX BANK	FUEL	1,336.94
08/25/2025	WEX BANK	FUEL	1,056.92
08/25/2025	WEX BANK	FUEL	4,747.84
08/25/2025	WEX BANK	FUEL	6,886.87
08/25/2025	WEX BANK	FUEL	698.34
08/25/2025	WEX BANK	FUEL	698.89
08/25/2025	WEX BANK	FUEL	1,249.50
08/25/2025	WEX BANK	FUEL	1,366.08
08/25/2025	WEX BANK	FUEL	818.02
08/25/2025	WEX BANK	FUEL	191.80
08/25/2025	WEX BANK	FUEL	755.61
07/31/2025	XPRESS BILL PAY	Tran Fees- UB	1,808.23
07/31/2025	XPRESS BILL PAY	Tran Fees- UB	1,446.58
07/31/2025	XPRESS BILL PAY	Tran Fees- UB	361.65
07/31/2025	XPRESS BILL PAY	Tran Fees- PD	21.46
07/31/2025	XPRESS BILL PAY	Tran Fees- Rec	216.08
07/31/2025	XPRESS BILL PAY	Tran Fees- Pool	216.45
07/31/2025	XPRESS BILL PAY	Tran Fees- CD	77.70
07/31/2025	XPRESS BILL PAY	Tran Fees- PW	6.28
07/31/2025	XPRESS BILL PAY	Tran Fees- Admin	51.94
08/25/2025	ZIMCO SUPPLY CO	FIELD DRY	600.00
Grand Totals:			<u><u>2,938,138.81</u></u>

Date Paid	Vendor Name	Description	Amount Paid
-----------	-------------	-------------	-------------

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 \$ 2,938,138.81
(8/12/2025 - 8/25/2025)

Payroll
(8/22/2025) 408,271.61

Total \$ 3,346,410.42

Of the total payrolls, \$55.02 are expense reimbursements.


Elizabeth Hansen, Director of Administrative Services

Date:

8/25/2025

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Michael McCoy _____

Susan Judkins _____



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

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

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Maria's Mexican Food 10_12_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Amruth Indian Grill - 9974 Swanson Boulevard

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Amruth Indian Grill 09_13_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

RE: Approve Retail Alcohol Sales License Ownership Update - Hy-Vee Fast and Fresh - 11925 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Hy-Vee Fast and Fresh 02_01_2025 (Ownership Update)



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

RE: Approve Retail Alcohol Sales License Temporary Outdoor Service Area
Application - Ducktail Lounge - 1809 NW 86th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Ducktail Lounge, Temporary Outdoor Service 09_28_2025



Memo

TO: Mayor and Council members

FROM: Tiffany Belieu, Administrative Specialist

DATE: August 28, 2025

RE: Approve Pay Request #1 - Jeremy Jarvis - Harbach Bay Doors Mural Project

SYNOPSIS:

Staff is recommending approval of Pay Request #1 to Jeremy Jarvis, the artist for the Harbach Bay Doors Mural Project, in the amount of \$10,000 per contract approved by council on August 14, 2025. This project is made possible in part by funds received from a BRAVO Public Arts grant.

Pay Request #1: \$10,000.00

Total remaining contract amount: \$10,000.00

Attachments:

1. INVOICE 07 31 2025 - Signed



5846 Slane Loop
Westerville, OH 43081
Phone: 614-379-2414
Email: jjarvis@jarvisartstudio.com
Web: www.jarvisartstudio.com

INVOICE

#07312025

CITY OF CLIVE PUBLIC ART PROGRAM
CITY OF CLIVE, IOWA

Bill to:

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

Date: July 31, 2025

Item #	Description	Price
Invoice for the initial payment for the Harbach Center Mural.		
1.0	1 st Installment for Harbach Center Mural at 8505 Harbach Blvd. 50% of total project amount of \$20,000.	\$10,000

INVOICE AMOUNT DUE:

All payments should be made payable to 'Jarvis Art Studio Inc.' and can be mailed as a check to the above address or paid via ACH upon request.

\$10,000

Invoice prepared by:

Name: Jeremy Jarvis

 7/31/25

Business Name: Jarvis Art Studio

Email: jjarvis@jarvisartstudio.com

Phone Number: 614-379-2414

Address:

5846 Slane Loop
Westerville, OH 43081

Website: jarvisartstudio.com

Facebook: /JarvisArtStudio

Instagram: @jarvjer



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 28, 2025

RE: Approve Pay Request #2 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$152,311.04

SYNOPSIS:

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

Pay Estimate #2 - \$152,311.04

A breakdown of the contract status is as follows:

Contract Amount	-	\$807,787.50
Paid to Date	-	<u>\$372,817.07</u>
Contract Remaining	-	\$434,970.43

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

Little Walnut Creek Trail Reconstruction

Description	Little Walnut Creek Trail Reconstruction, East of Alice's Road
Payment Number	2
Pay Period	07/13/2025 to 08/16/2025
Approval Date	08/28/2025
Prime Contractor	Howrey Construction PO Box 385 Bondurant, IA 50035
Payment Status	Pending
Awarded Project Amount	\$807,787.50
Authorized Amount	\$807,787.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0050	25-005	CY	1,150.000	\$18.500	\$21,275.00
Excavation, Class 10 Roadway and Borrow					
0060	25-006	TON	207.070	\$360.000	\$74,545.20
Subgrade Treatment, Cement 7%					
0070	25-007	LS	1.000	\$5,000.000	\$5,000.00
Compaction Testing					
0080	25-008	LS	0.300	\$2,000.000	\$600.00
Trench Compaction Testing					
0340	25-034	SY	6,500.000	\$3.000	\$19,500.00
Special Subgrade Prep, Shared use Path					
0350	25-035	LS	1.000	\$4,000.000	\$4,000.00
Project Total:					\$157,021.70

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Shared Use Path, QA Testing					
0370	25-037	LS	0.250	\$3,000.000	\$750.00
Temporary Traffic Control					
0390	25-039	LS	0.250	\$2,500.000	\$625.00
SWIPP Management					
0400	25-040	LF	800.000	\$2.250	\$1,800.00
Filter Sock, 12"					
0420	25-042	LF	951.000	\$1.500	\$1,426.50
Silt Fence					
0510	25-051	LS	0.500	\$55,000.000	\$27,500.00
Mobilization					
					Section Total: \$157,021.70
					Project Total: \$157,021.70

Summary

Current Approved Work:	\$157,021.70	Approved Work To Date:	\$384,347.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$4,710.66	Retainage To Date:	\$11,530.43
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:	\$152,311.04	Payments To Date:	\$372,817.07
Previous Payment:	\$220,506.03	Previous Payments To Date:	\$220,506.03

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Tony Clemenson	Date
Contractor, Howrey Construction.	Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 28, 2025

RE: Approve Pay Request #2 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - \$279,190.73

SYNOPSIS:

Staff is recommending approval of a Pay Request to SKOL Trucking, LLC for work performed on the above referenced project.

Pay Estimate #2 - \$279,190.73

A breakdown of the contract status is as follows:

Contract Amount	-	\$418,691.00
Paid to Date	-	<u>\$316,478.50</u>
Contract Remaining	-	\$102,212.50

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

2025 ARTERIAL PCC REHABILITATION PROJECT

Description	PCC patching on University Ave and Berkshire PKWY
Payment Number	2
Pay Period	07/13/2025 to 08/15/2025
Approval Date	08/28/2025
Prime Contractor	Skol Trucking 5421 NW Beaver Johnston, IA 50131
Payment Status	Pending
Awarded Project Amount	\$418,691.00
Authorized Amount	\$418,691.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	25-031	SY	1,691.000	\$139.000	\$235,049.00
PATCH, FULL DEPTH REPAIR					
0020	25-027	Ton	40.000	\$40.000	\$1,600.00
SUBGRADE REPAIR					
0030	25-028	Each	1.000	\$950.000	\$950.00
MANHOLE CASTING, SW-601					
0040	2435-0600120	EACH	1.000	\$2,000.000	\$2,000.00
INTAKE ADJUSTMENT, MAJOR					
0050	25-010	SY	46.100	\$15.000	\$691.50
REMOVAL OF SIDEWALK					
0060	25-012	SY	28.600	\$75.000	\$2,145.00
Project Total:					\$287,825.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
SIDEWALK, PCC, 4".					
0070	25-013	SY	24.000	\$85.000	\$2,040.00
SIDEWALK, PCC, 6".					
0080	25-014	SF	24.000	\$85.000	\$2,040.00
DETECTABLE WARNING					
0090	25-017	LS	0.500	\$38,000.000	\$19,000.00
TEMPORARY TRAFFIC CONTROL					
0100	25-029	Each	59.000	\$75.000	\$4,425.00
PORTABLE DYNAMIC MESSAGE SIGNS					
0110	25-030	Each	5.000	\$475.000	\$2,375.00
FLAGGER					
0120	25-023	LS	0.750	\$18,000.000	\$13,500.00
MOBILIZATION					
0130	25-020	LS	0.670	\$3,000.000	\$2,010.00
PRIMARY SLURRY CONTROL					
				Section Total: \$287,825.50	
				Project Total: \$287,825.50	

Summary

Current Approved Work:	\$287,825.50	Approved Work To Date:	\$326,266.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$8,634.77	Retainage To Date:	\$9,788.00
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:	\$279,190.73	Payments To Date:	\$316,478.50
Previous Payment:	\$37,287.77	Previous Payments To Date:	\$37,287.77

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Nolan Daft

Date

Contractor, SKOL Trucking, LLC

Date



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: August 28, 2025

RE: Approve Pay Request #4 - McClure Engineering - Clive Post
Construction Stormwater Manual Update - \$6,715.00

SYNOPSIS:

Staff recommends approval of Pay Request #4 to McClure Engineering for work completed from April 28, 2025, to June 1, 2025, on the Clive Stormwater Manual Update. In this period, McClure completed hydrologic modeling and finalized policy recommendations. They also completed edits to the manual and presented them to the Clive City Council with staff. The project is now complete.

Professional Services for Clive Stormwater Manual Update

Pay Request #4	\$6,715.00
Total previously paid	\$24,995
Total Maximum Fee	\$31,710
Final total paid	\$31,710
Balance Remaining	\$0.00

Attachments:

1. McClure Invoice 4



1360 NW 121st Street
Clive, IA 50325

Pete De Kock
City of Clive, IA
1900 Northwest 114th Street
Clive, IA 50325

June 30, 2025
Project No: 2024001417-000
Invoice No: 160538
Due Date: July 30, 2025

Project 2024001417-000 Clive Stormwater Manual Update 2024

Professional Services from June 01, 2025 to June 28, 2025

Phase 100 Initial Manual Review

Total Fee	4,560.00		
Percent Complete	100.00	Total Earned	4,560.00
		Previous Fee Billing	4,560.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Phase	0.00

Phase 200 Hydrologic Modeling Case Review

Total Fee	8,060.00		
Percent Complete	100.00	Total Earned	8,060.00
		Previous Fee Billing	8,060.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Phase	0.00

Phase 300 Manual Edits

Total Fee	9,810.00		
Percent Complete	100.00	Total Earned	9,810.00
		Previous Fee Billing	9,810.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Phase	0.00

Phase 400 Virtual Project Coordination Meetings

Total Fee	3,080.00			
Percent Complete	100.00	Total Earned	3,080.00	
		Previous Fee Billing	3,080.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase500Additional Services

Total Fee	6,200.00			
Percent Complete	100.00	Total Earned	6,200.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	6,200.00	
		Total Fee		6,200.00
		Current	Prior	To-Date
Total Billings	6,200.00	6,200.00	0.00	6,200.00
Contract Limit (not-to-exceed)				6,200.00
		Total this Phase		\$6,200.00
		Total Due this Invoice		\$6,200.00

Outstanding Invoices		
Number	Date	Balance
ADV	5/27/2025	-4,025.00
159789	6/3/2025	4,540.00
Total		515.00

Previous Outstanding Invoice \$515.00

Total Remaining Due \$6,715.00



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 28, 2025

RE: Approve Pay Request #5 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$17,107.83

SYNOPSIS:

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

Pay Estimate #5 - \$17,107.83

A breakdown of the contract status is as follows:

Contract Amount	-	\$629,343.54
Paid to Date	-	<u>\$589,989.70</u>
Contract Remaining	-	\$ 39,353.84

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

Country Club BLVD HMA Pavement Rehabilitation

Description	Full depth PCC patching and HMA overlay
Payment Number	5
Pay Period	06/15/2025 to 08/14/2025
Approval Date	08/28/2025
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Payment Status	Pending
Awarded Project Amount	\$626,036.25
Authorized Amount	\$629,343.54

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0120	25-010	SY	5.740	\$16.000	\$91.84
REMOVAL OF SIDEWALK					
0140	25-012	SY	47.800	\$58.000	\$2,772.40
SIDEWALK, PCC, 4".					
0160	25-014	SF	8.000	\$53.000	\$424.00
DETECTABLE WARNING					
0170	25-015	SY	128.700	\$100.000	\$12,870.00
FULL DEPTH PATCHES					
0230	25-019	LS	1.000	\$1,850.000	\$1,850.00
EROISON CONTROL MULCHING - HYDRO MULCHING					
					Section Total: \$18,008.24
					Project Total: \$18,008.24

Summary

Current Approved Work:	\$18,008.24	Approved Work To Date:	\$621,041.79
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$900.41	Retainage To Date:	\$31,052.09
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:	\$17,107.83	Payments To Date:	\$589,989.70
Previous Payment:	\$83,484.63	Previous Payments To Date:	\$572,881.87

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: Amanda Grutzmacher, Senior Planner

DATE: August 28, 2025

RE: Resolution Approving 1st Amendment to Agreement Regarding Public Facility Sign - Bankers Trust - 11111 University Ave

SYNOPSIS:

Bankers Trust has requested an amendment to the Agreement Regarding Public Facility Sign to update the LED messaging parameters in response to technology and regulatory changes in the sign industry since the original agreement in 2013.

Staff recommends approval of the attached Resolution Approving 1st Amendment to Agreement Regarding Public Facility Sign.

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 to Public Sign Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING 1ST AMENDMENT TO AGREEMENT REGARDING PUBLIC
FACILITY SIGN

WHEREAS, the Agreement Regarding Public Facility Sign and Grant of Access Easement to City (the “Agreement”) between the City of Clive, Iowa (“City”) and BANKERS TRUST CORPORATION (“Property Owner”) was approved by Resolution 2013-176; and

WHEREAS, the Agreement was recorded with the Polk County Recorder’s Office at Book 14827 and Page 607;

WHEREAS, the Parties would like to amend the Agreement to update LED messaging parameters in response to technology and regulatory changes in the sign industry.

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

That the 1st Amendment to the Agreement Regarding Public Facility Sign 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 Agreement, as well as any other documents related thereto, with the Polk 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
AGREEMENT REGARDING PUBLIC FACILITY SIGN**

THIS AMENDMENT is made between BANKERS TRUST COMPANY and the City of Clive, Iowa to the Agreement Regarding Public Facility Sign and Grant of Access Easement to City dated June 6, 2013, recorded June 12, 2013, as document reference number Book 14827 Page 607, regarding that certain real property located within the City of Clive, Polk County, Iowa (the "Agreement").

WHEREAS, the Parties would like to amend the Agreement to update LED messaging parameters in response to technology and regulatory changes in the sign industry.

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 Agreement shall be revised as follows:

1. Section 5 LED Messaging Parameters shall be deleted and replaced as follows:

5. LED Messaging Parameters. The City and the Property Owner agree that the LED messaging component shall be operated in accordance with the following parameters:

- (a) The manner of the message displayed shall be in conformance with the requirements of Section 11-12-14 Electronic Changeable Copy of the Clive City Code.
- (b) The LED messaging component shall include an auto-dimming feature which shall adjust the display brightness to 0.3 footcandles maximum illuminance from ambient light conditions.
- (c) The parties agree that messages displayed shall not contain any vulgar or violent content.

- (d) Fifty percent (50%) of the time that is available for messages to be displayed shall be allocated to the Property Owner and fifty percent (50%) of the time that is available for messages to be displayed shall be allocated to the City. The City will be responsible for submitting display ready content to be displayed on the sign a minimum of two business days prior to the requested publish date.

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.)

Dated this _____ day of _____, 2025.

BANKERS TRUST COMPANY,
An Iowa corporation

By: _____
Name: Emily Abbas
Its: Executive Vice President Chief Consumer
Banking and Marketing Officer

STATE OF IOWA)
) SS:
COUNTY OF POLK)

Subscribed and sworn to before me by _____ on this
_____ day of _____ 2025.

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 _____, 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

Lot 8, Cownie Park Plat, an Official Plat in the City of Clive, Polk County, Iowa.



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 28, 2025

RE: Resolution Setting Public Hearing (9/25/25, 6:00 p.m.) - Approval of the Second Amendment to Tower Lease With Option - T-mobile Central, LLC

SYNOPSIS:

The City of Clive entered into an agreement with the Western PCS I Corporation (Tenant) for a certain Tower Lease With Option on October 17, 1996 (the "Original Lease") for the placement of cellular equipment on the City's water tower located at 10365 University Avenue. That agreement was amended by the First Amendment on August 23, 2022 (the "First Amendment").

T-Mobile LLC, successor-in-interest to Western PCS I C, has requested a Second Amendment to Tower Lease With Option (the "Second Amendment"). The proposed Second Amendment increases the lease by approximately 20% to \$2,300.00 per month.

The Public Hearing for the grant of certain permanent sanitary sewer easements to the WRA will be held on September 25, 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 - 08-28-25 - T-Mobile Central LLC - Setting Date of Public Hearing for Approval of Second Amendment to Tower Lease with Option
2. 08-28-25 - T-Mobile Lease 2nd Amendment for 104th Water Tower

RESOLUTION NO. _____

**RESOLUTION SETTING DATE OF PUBLIC HEARING FOR THE
APPROVAL OF THE SECOND AMENDMENT TO TOWER LEASE
WITH OPTION WITH T-MOBILE CENTRAL LLC**

WHEREAS, the City of Clive, hereinafter referred to as “Landlord” entered into an agreement with the Western PCS I Corporation (Tenant) for a certain Tower Lease With Option dated October 17, 1996 (the “Original Lease”), as amended by that certain First Amendment dated August 23, 2022 (the “First Amendment”), whereby Landlord is leasing to Tenant certain portions of the Property located at 10365 University Avenue, Clive, Iowa (the “Property”); and

WHEREAS, T-Mobile Central, LLC, as successor-in-interest to Western PCS I Corporation, has requested that the City of Clive, Iowa (the “City”) approve the Second Amendment to Tower Lease With Option; and

WHEREAS, the City desires to approve the Second Amendment to Tower Lease With Option with the Tenant; 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 approving the Second Amendment to Tower Lease With Option, on the Property located at 10365 University Avenue, with T-Mobile Central LLC, which public hearing shall be held at 6:00 p.m. on the 25th day of September, 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 28th day of August, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk)

Site Code: DM01104F
Market: Des Moines

SECOND AMENDMENT TO TOWER LEASE WITH OPTION

THIS SECOND AMENDMENT TO TOWER LEASE WITH OPTION ("Second Amendment") is made and entered into by and between **City of Clive, Iowa** ("Landlord") and **T-Mobile Central LLC**, a Delaware limited liability company ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

- A. Landlord and Tenant, as successor-in-interest to Western PCS I Corporation, entered into that certain Tower Lease with Option dated October 17, 1996 (the "Original Lease"), as amended by that certain First Amendment dated August 23, 2022 (the "First Amendment"), whereby Landlord is leasing to Tenant certain portions of the Property located at 10365 University Avenue, Clive, Iowa (the "Property"); and
- B. Landlord and Tenant desire to enter into this Second Amendment in order to further modify and amend certain provisions of the Original Lease (as amended by the First Amendment and this Second Amendment, the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. The Lease shall automatically be renewed for an additional Renewal Term of five (5) years commencing on November 1, 2026 (the "Lease Renewal Date"), and terminating at midnight on the last day of the month of the fifth year of the term. Thereafter, the Lease shall automatically be renewed for up to three (3) additional and successive five-year Renewal Terms, on the same terms and conditions as set forth in the Lease, unless Tenant provides to Landlord written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Renewal Term. For the avoidance of doubt, this Second Amendment establishes Tenant's intent to extend the Lease beyond its current term and constitutes waiver of any right Tenant has to non-renew or terminate the Lease for convenience prior to the Lease Renewal Date.

2. Beginning on the Lease Renewal Date, Rent shall be Two Thousand Three Hundred and No/100 Dollars (\$2,300.00) per month. Rent during any subsequent Renewal Term shall increase according to Section 5 of the Lease. For the avoidance of doubt, such amount includes and subsumes the additional consideration contemplated under Section 2 of the First Amendment.

3. Section 5 of the Original Lease is hereby deleted in its entirety and replaced as follows:

Renewal. Tenant shall have the right to extend the Lease as described in Section 1 of this Second Amendment. Each Renewal Term shall be on the same terms and conditions as set forth in the Lease, except that Rent shall be increased by the greater of (a) fifteen percent (15%) of the Rent payable during the immediately preceding Renewal Term, or (b) the Consumer Price Index applicable for the preceding Renewal Term's five (5) year period ("CPI"), but in no event shall Rent increase by more than 20% of Rent payable over the immediately preceding Renewal Term. For purposes of calculating Rent under the foregoing subsection (b), the base for computing the increase or decrease in the CPI shall be the Consumer Price Index—All Urban Consumers, U.S. City Average, All Items (1982-84 Base=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") for the first calendar month of

Site Code: DM01104F
Market: Des Moines

the immediately preceding Renewal Term (the "Beginning Index"). The adjustment shall be determined by multiplying the then-applicable Rent rate by a fraction, the numerator of which is the Index published for the final calendar month of the immediately preceding Renewal Term and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that used to calculate the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement, such other government Index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. For clarity and for the avoidance of doubt, Rent will increase by the applicable foregoing method on the following dates: November 1, 2031; November 1, 2036; and November 1, 2041. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

7. This Second Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

LANDLORD:
CITY OF CLIVE, IOWA

By: _____
Name: _____
Title: _____
Date: _____

TENANT:
T-MOBILE CENTRAL LLC,
a Delaware limited liability company

By: 
Name: Edward Castaneda
Title: Director
Date: 8/13/2025





Memo

TO: Mayor and Council members

FROM: Ryan Mayer, Construction Services Administrator

DATE: August 28, 2025

RE: Resolution Setting Date for Public Hearing (9/25/2025, 6:00 p.m.) to Consider Amending Provisions of Title 10 Building Regulations of the City of Clive re: Chapter 12 (Rental Housing Code)

SYNOPSIS:

Staff have completed the review of the City's Rental Housing Code which is now ready for City Council to consider adoption of the updated code.

Staff would recommend setting a public hearing for September 25, 2025 to consider amending provisions of Title 10, Chapter 12 Rental Housing Code.

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

Attachments:

1. Resolution Setting Public Hearing_Building Codes

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER AMENDING
PROVISIONS OF TITLE 10 BUILDING REGULATIONS OF THE CITY OF CLIVE, IOWA,
REGARDING RENTAL HOUSING CODE

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) desires to consider certain amendments to Title 10 Building Regulations (“the Building Regulations”) of the City of Clive Code of Ordinances regarding Chapter 12 (Rental Housing Code); and

WHEREAS, a public hearing on the proposed amendments to the Building Regulations 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 amendment to the Building Regulations, at Clive City Hall, 1900 NW 114th Street, Clive, Iowa at 6:00 p.m. on 25th day of September 2025, at which time the City Council will consider any objections to the proposed amendment 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.

PASSED AND APPROVED THIS 28th day of August, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 28, 2025

RE: Resolution Approving Federal-aid Agreement for a Surface Transportation Block Grant Program Project with the Iowa DOT for the Alice's Road Reconstruction Project - Phase 4

SYNOPSIS:

The City of Clive (Clive) is working with the City of Waukee (Waukee) to reconstruct Alice's Road.

The project originally consisted of 4 phases with federal funding in all phases. As conceptual design of the project has progressed, it has been agreed that the federal funding for this project should be moved to one phase, Phase 4, to maximize the use of the Federal funding.

Clive and Waukee have received the following Surface Transportation Block Grant (STBG) awards:

FY 26 – Phase 1 – Clive and Waukee -	\$ 750,000
FY 27 – Phase 2 – Clive and Waukee -	\$ 600,000
FY 28 – Phase 3 – Clive	\$ 500,000
Total Funding	\$ 1,850,000

Moving all Federal-aid to 2027 and Phase 4 of the Alice's Road Reconstruction Project, minimizes the impact of federal funding requirements. The grant requires a 20% match. With a total estimated cost of \$7,345,000, Clive should receive \$1,850,000. As part of this agreement, Clive will need to work with Waukee to make them whole on the entire project since the funding has been moved into a phase that is 100% Clive's responsibility. Waukee was to receive approximately 50% of the Phase 1 funding and approximately 25% of the Phase 2 funding. The Phase 3 funding was 100% for Clive.

Staff recommends approval of Federal-aid Agreement for a STBG Program Project for Alice's Road Reconstruction – Phase 4, in the amount of \$1,850,000.

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 - 08-28-25 - Alice's Road Phase 4 STGB Federal-aid Agreement Approval
2. 08-28-25 - Clive STP-U-1425(629)--70-25 #009 updated description of project location

RESOLUTION NO. _____

**A RESOLUTION APPROVING FEDERAL-AID AGREEMENT FOR A SURFACE
TRANSPORTATION BLOCK GRANT PROGRAM PROJECT FOR THE PARTIAL
FUNDING OF PHASE 4 OF THE NORTHEAST ALICE’S ROAD RECONSTRUCTION
PROJECT FROM BERKSHIRE PARKWAY TO MEREDITH DRIVE**

WHEREAS, the City of Clive desires to complete the Alice’s Road Reconstruction Project – Phase 4, between Berkshire Parkway and Douglas Parkway; and

WHEREAS, the City of Clive has applied for and received Federal-aid for a Surface Transportation Block Grant (STBG) Program Project for the Alice’s Road Reconstruction – Phase 4, hereinafter called the “Project”; and

WHEREAS, Clive would like to accept the Federal-aid funding for the Project; and

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

That the Mayor be authorized to enter into a Federal-aid Agreement with the IDOT for a Surface Transportation Block Grant (STBG) Program Project for the Alice’s Road Reconstruction Project – Phase 4, and the Mayor is hereby authorized and directed to execute said Agreement for STBG funding for the Project on behalf of the City.

PASSED AND APPROVED this _____ day of _____ 2025.

CITY OF CLIVE, IOWA

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Block Grant Program Project**

RECIPIENT: City of Clive

Project No.: STP-U-1425(629)—70-25

Iowa DOT Agreement No.: 4-25-STPU-009

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Clive, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the City Administrator.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:

PCC Pavement Widening in the city of Clive, on Alice's Road, from Berkshire Parkway to just south of Meredith Drive.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$1,850,000, as stipulated in the Des Moines Area Metropolitan Planning Organization current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.
8. If the project described in Section 3 drops out of the Des Moines Area Metropolitan Planning Organization current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to

reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Clive, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the
_____ day of _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Clive, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow [I.M. 6.020](#) Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: August 28, 2025

RE: Resolution Approving Amendment to Grant Agreement for Bravo/Icon Public Art Grant for the Greenbelt Landing Project

SYNOPSIS:

In 2023, the City applied for and received a Bravo/ICON Public Art Grant for the development of public art associated with the Greenbelt Landing project. City staff were recently notified that the Bravo Greater Des Moines Executive Committee and the ICON Board of Directors approved an additional award amount of \$50,000 for the project. This increases the grant award to \$150,000 for public art associated with the Greenbelt Landing project.

Due to the change in the amount of funding for the grant, the City Council needs to approve an amendment to the original grant agreement. Staff recommends approval of the amendment to the original grant agreement.

Attachments:

1. GC23 Amendment - Clive
2. Resolution - Greenbelt Landing ICON Bravo Grant Amendment



**GC23 Bravo/ICON PUBLIC ART GRANT
Agreement Amendment**

RECIPIENT: City of Clive

PROJECT: Greenbelt Landing

ORIGINAL GRANT AMOUNT: \$100,000

ADDITIONAL GRANT AWARD: \$50,000

The Bravo Greater Des Moines Executive Committee and the ICON Board of Directors approved an additional award for the City of Clive as outlined above. Terms of the original contract still hold with the following edits to reflect the updated award.

Section 2 – FUNDING

2.3 Use of Funds Recipient hereby agrees that grant funding will be used for the awarded Project as described in the original application for funding or, if applicable, as described in the grant award notification provided to Recipient by Bravo. Any and all grant funds not expended in a manner agreed to by Recipient and Bravo will result in the return of funds to Bravo.

2.6 Disbursement of Funds Additional grant award of \$50,000 will be made upon execution of this amendment.

Authorized Officer

Date

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT TO GRANT AGREEMENT FOR
BRAVO/ICON PUBLIC ART GRANT FOR GREENBELT LANDING PROJECT**

WHEREAS, the City Council of the City of Clive (the “city”) authorized staff to submit an application for a Bravo/ICON Public Art Grant in support of public art associated with ICON Water Trails in the amount of \$100,000 relating to the Greenbelt Landing project; and

WHEREAS, the application was successful and was awarded a \$100,000 grant; and

WHEREAS, the Bravo Greater Des Moines Executive Committee and the ICON Board of Directors approved an additional award of \$50,000 for the public art associated with the Greenbelt Landing Project; and

WHEREAS, the City Council needs to approve an amendment to grant agreement to reflect the updated grant award of \$150,000 for the public art associated with the Greenbelt Landing project.

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

That the City approves the Grant Agreement Amendment for Bravo/ICON Public Art Grant in support of public art associated with the Greenbelt Landing project; the Mayor or his designee is hereby authorized and directed to execute said amendment on behalf of the city to evidence such approval;

PASSED AND APPROVED THIS 28th day of August, 2025.

By: _____

John Edwards, Mayor

ATTEST:

By: _____

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: August 28, 2025

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 44 - 18112 Tanglewood DR

SYNOPSIS:

The owners of 18112 Tanglewood DR have requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. The request has been reviewed by staff who have determined that the fence should not have a negative impact on said easement.

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

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

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 44 - 18112 Tanglewood DR

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 44 IN SHADOW CREEK PLAT 8
18112 TANGLEWOOD DR

WHEREAS, the owners of Lot 44 in Shadow Creek Plat 8 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) regarding Lot 44, Shadow Creek Plat 8, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of August 2025.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

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

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

WHEREAS, Property Owners own that property legally described as:

Lot 44 of Shadow Creek Plat 8 (18112 Tanglewood DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek VI, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Overland Flowage and Private Storm Sewer Easement, dated September 19, 2022 recorded on September 26, 2022, in Book 2022, Page 20696, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area.

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

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

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

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

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

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

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

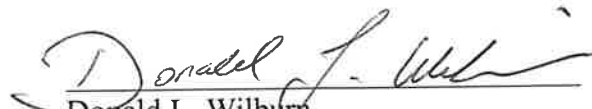
5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

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

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

Signed this 15th day of August 2025.

PROPERTY OWNERS


Donald L. Wilburn


Catherine Marie Wilburn

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 15th day of August 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald L. Wilburn to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



Kelly Rivera

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 15th day of August 2025 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Catherine Marie Wilburn to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



Kelly Rivera

Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of August 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 28th day of August, 2025, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: August 28, 2025

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 62 - 18210 Tanglewood DR

SYNOPSIS:

The owners of 18210 Tanglewood DR have requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. The request has been reviewed by staff who have determined that the fence should not have a negative impact on said easement.

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

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

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 62 - 18210 Tanglewood D

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 62 IN SHADOW CREEK PLAT 6
18210 TANGLEWOOD DR

WHEREAS, the owners of Lot 62 in Shadow Creek Plat 6 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) regarding Lot 62, Shadow Creek Plat 6, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 28th day of August 2025.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

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

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

WHEREAS, Property Owners own that property legally described as:

Lot 62 of Shadow Creek Plat 6 (18210 Tanglewood DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek VI, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Overland Flowage and Private Storm Sewer Easement, dated September 21, 2021 recorded on September 29, 2021, in Book 2021, Page 28705, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area.

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

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

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

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

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

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

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

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

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

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

Signed this 24th day of July 2025.

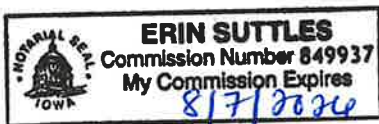
PROPERTY OWNERS


Marshall J. Vander Linden


Sharla Vander Linden

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 24th day of July 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marshall J. Vander Linden to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



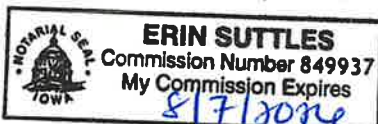


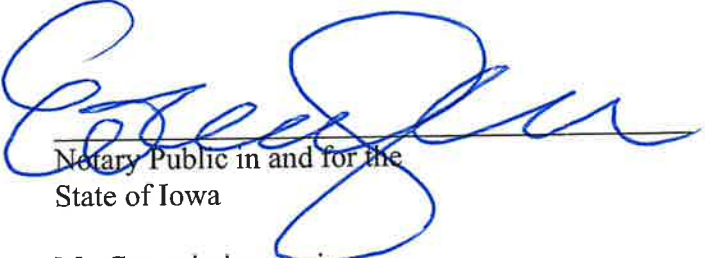
Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 24th day of July 2025 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sharla Vander Linden to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of August 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 28th day of August, 2025, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____



Memo

TO: Mayor and Council members

FROM: Jeff Thielen, Parks Manager

DATE: August 28, 2025

RE: Resolution Accepting Temporary Construction Easements -
Streambank Stabilization, Greenbelt Landing Project.

SYNOPSIS:

As part of the Greenbelt Landing Project, the southern stream bank of Walnut Creek has substantially eroded and appropriate stabilization of the stream bank is needed. The temporary easement is required to provide access for grading of property to allow for stream bank stabilization and bank armoring adjacent to Walnut Creek.

Staff is recommending approval of the Temporary Construction Easements.

Attachments:

1. Resolution Accepting Temporary Construction Easement
2. 1John & Diane Strawn Signed Temporary Construction Easement
3. 1Thomas Daft, Notary Signed

RESOLUTION NO. _____

RESOLUTION ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS
FOR STREAM BANK STABILIZATION ON THE GREENBELT LANDING PROJECT,
IN THE CITY OF CLIVE, POLK COUNTY

WHEREAS, the City of Clive (the "City") has prepared plans for the Streambank Stabilization on the Greenbelt Landing Project (the "Project"), the City has determined that the City must acquire temporary construction easements ("Easements") from owners of the properties adjacent to Walnut Creek and Greenbelt Landing Project; and

WHEREAS, the City has determined that it is necessary to acquire Easements on the properties listed (the "Properties") in the City; and

- 10951 Lincoln Avenue
- 10963 Lincoln Avenue

WHEREAS, the owners of the Properties in the City have agreed to provide the City Easements for the Project; and

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

That the Easements for the Project are hereby approved and accepted by the City Council of the City and the City Clerk is hereby authorized to execute on behalf of the City such documents as are necessary and appropriate to effectuate the acceptance of the Easements.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Greenbelt Landing Project (the "Project").

This Easement shall be subject to the following terms and conditions:

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate stabilization of the stream banks on the adjacent Walnut Creek.
2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover and fences disturbed as part of the construction process (but not including any structures, trees or shrubs). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.
4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives

harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City Council.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. APPROVAL BY CITY COUNCIL. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this 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 the claims of all persons whomsoever.

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

Signed this 24 day of September, 2024.

GRANTOR:

By: Homeowner

Name: Diane Strawn

DIANE STRAWN

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 24 day of September, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Today, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



[Signature]
Notary Public in and for the
State of Iowa
My commission expires: 9-29-25

STATE OF IOWA)
) SS
COUNTY OF POLK)

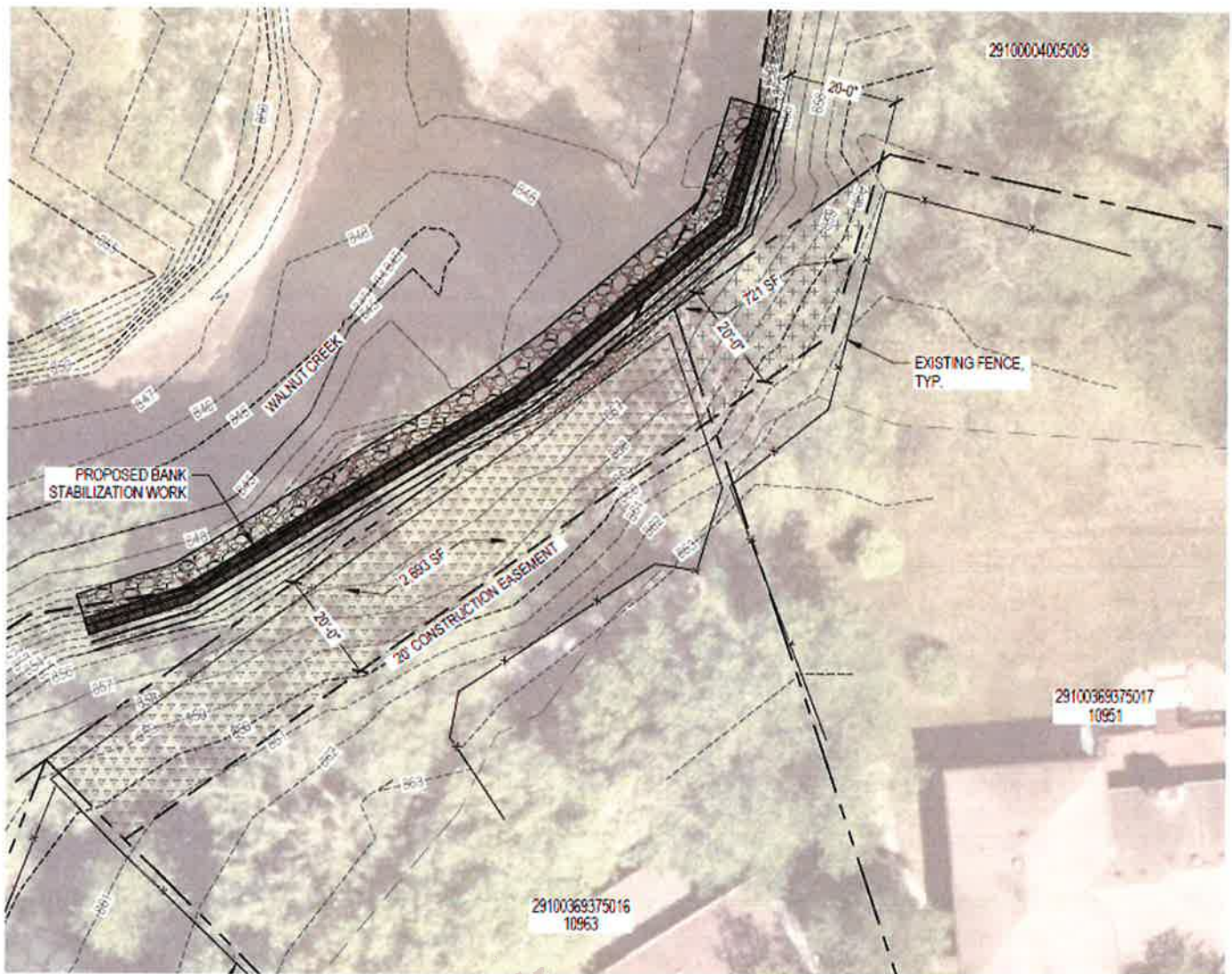
I, Matthew Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

Matthew Graham
City Clerk of City of Clive, Iowa

Exhibit A

"Legal Description and/or Easement Area Exhibit"



LEGEND

--- PROPERTY LINE



EASEMENT AREA, PROPERTY 29100369375016

EASEMENT AREA, PROPERTY 29100369375017

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Greenbelt Landing Project (the "Project").

This Easement shall be subject to the following terms and conditions:

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate stabilization of the stream banks on the adjacent Walnut Creek.
2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover, trees, shrubs and fences disturbed as part of the construction process (but not including any structures). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. While the Easement is in effect, Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.
4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
5. LIABILITY. Except as may be caused by the acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the earlier of the completion and final acceptance of the Project by the City Council or July 1, 2026.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. APPROVAL BY CITY COUNCIL. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this 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 the claims of all persons whomsoever.

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

Signed this 3 day of March, 2025.

GRANTOR:

By:

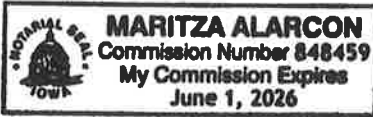


Name:

Thomas Deft

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 3rd day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas Datt to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



ll. Alarcon
Notary Public in and for the
State of Iowa
My commission expires: 6.1.2024

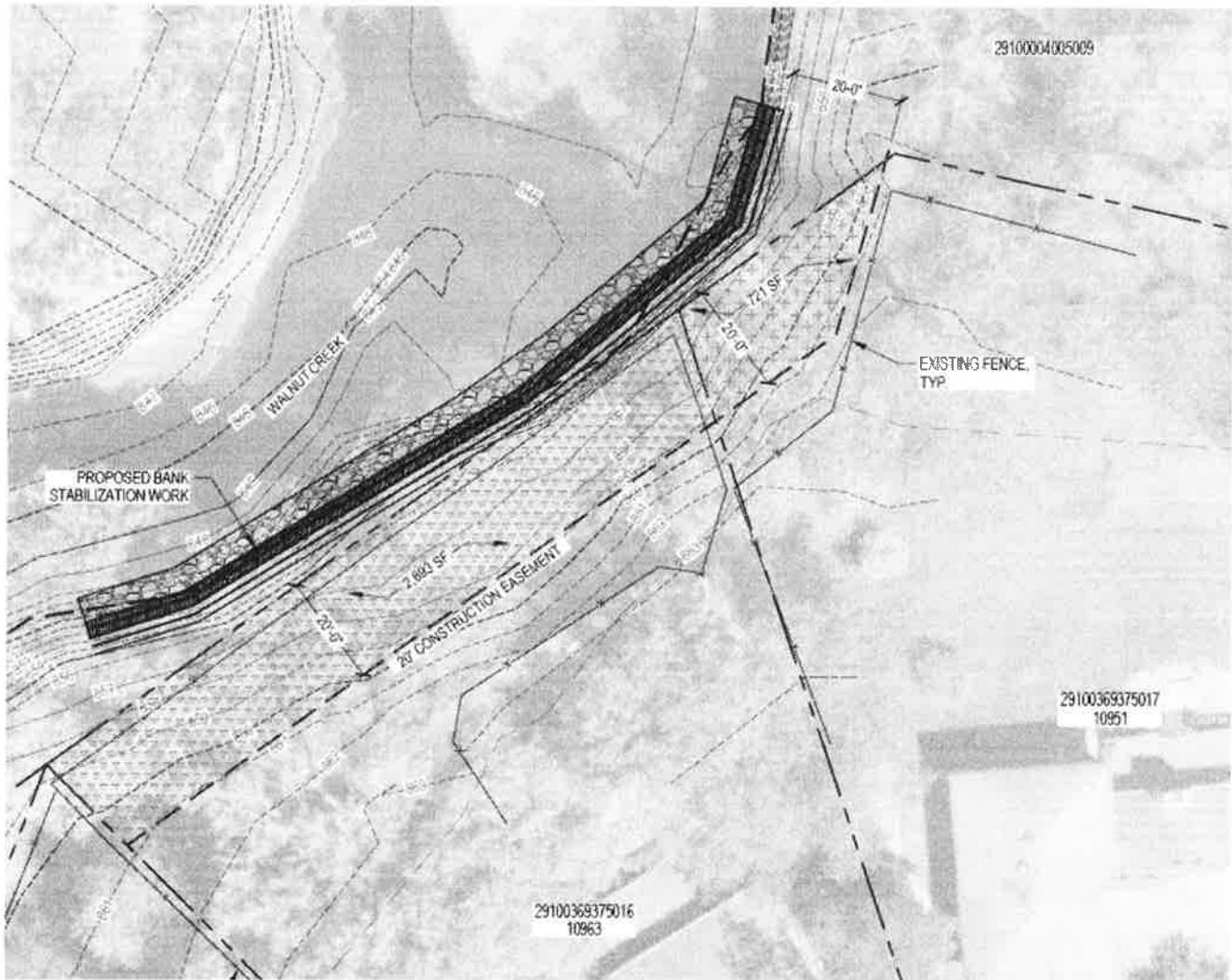
STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

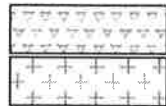
Matthew Graham
City Clerk of City of Clive, Iowa

“Legal Description and/or Easement Area Exhibit”



LEGEND

— — — — — PROPERTY LINE



EASEMENT AREA, PROPERTY 29100369375016

EASEMENT AREA, PROPERTY 29100369375017



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: August 28, 2025

RE: Resolution Approving Floodplain Stormwater Management Payment In Lieu Agreement - Dehner Distillery, 1480 NW 86th Street

SYNOPSIS:

Dehner Distillery has entered into a Floodplain Stormwater Management Payment In Lieu Agreement for their proposed redevelopment at 1480 NW 86th Street. Dehner Distillery will pay the City of Clive \$65,256.75 at the time of final plat. The revised Clive Post-Construction Stormwater Management Manual that explicitly created the payment in lieu program was adopted August 14, 2025. Staff recommends approval of the Resolution Approving Floodplain Stormwater Management Payment In Lieu.

Attachments:

1. Floodplain Stormwater Management Agreement
2. Resolution

Return to: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325
Prepared by: Amanda Grutzmacher, City of Clive, 1900 NW 114th Street, Clive, IA 50325 (515) 223-6221

FLOODPLAIN STORMWATER MANAGEMENT PAYMENT IN LIEU AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Clive, Iowa (the “City”) and Joe Dehner, an individual (the “Property Owner”), as of the ____ day of _____, 2025.

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit A, attached hereto, (the “Property”); and,

WHEREAS, the Property is currently zoned TC-4 Town Center – South End Development Area District, FF Flood Fringe Overlay District, and FW Floodway Overlay District; and

WHEREAS, Property Owner intends to redevelop the Property with an approximately 20,600 square foot distillery, with operations including finishing, bottling, packaging, warehousing, distribution, and office, and retail sales to the public and a tasting room open to the public during regular and posted business hours (the “Project”); and,

WHEREAS, Considering the practical engineering and financial challenges associated with locating detention basins in the floodplain, the City of Clive has determined that an opportunity for Property Owner to partner with the City on establishing an alternate compliance path is in the public good; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such development.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Property Owner agrees as follows:

1. Floodplain Stormwater Management Fee In-Lieu. Property Owner and City agree, 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) related to the Property improvements as shown on the original site plan and the post-construction stormwater management plan approved August 14, 2025, and as calculated on Exhibit “B” attached hereto, may be accounted for in an off-site facility operated by the City.

Property Owner and City further agree that the value of the Property Owner’s obligation to provide required detention components is Sixty-Five Thousand Two Hundred and Fifty-Six dollars and Seventy-Five cents (\$65,256.75).

At the time of final plat approval, in order to fully satisfy Property Owner’s stormwater management obligations described above for the Project, Property Owner shall pay the City Sixty-Five Thousand Two Hundred and Fifty-Six dollars and Seventy-Five cents (\$65,256.75)

Based on the payment above, the City agrees to construct or buy-in to a stormwater management facility to manage an equivalent to the required detention components at a future date.

2. On-Site Stormwater Management Facilities. Property Owner and City agree Property Owner shall address recharge volume (Rev) and water quality volume (WQv) stormwater treatment on-site consistent with the original site plan and the post-construction stormwater management plan approved August 14, 2025. Property Owner further agrees the stormwater management facilities shall be inspected on an annual basis, including but not limited to all pipes, inlets, outlets, hardscaping, and landscaping for defects, obstructions, or any changes from the original design. 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 a period of 5 years.
3. Future Improvements. This Agreement shall not modify Property Owner’s obligations related to stormwater management for future site improvements, modifications, and/or updates. Future improvements shall be in accordance with all City ordinances, standards, and regulations in effect at that time.
4. Stormwater Utility Fees. This Agreement shall not modify Property Owner’s obligations for stormwater utility service charges as required by Clive City Code Section 8-4A.
5. Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the fee title owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
6. Amendment. This agreement shall not be amended, changed or modified without prior written consent of the City and Property Owner.

7. Effective. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.
8. Recording. This Agreement shall be recorded by the City with the Polk County, Iowa, Recorder.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

Attest:

Matthew Graham, City Clerk

STATE OF IOWA)

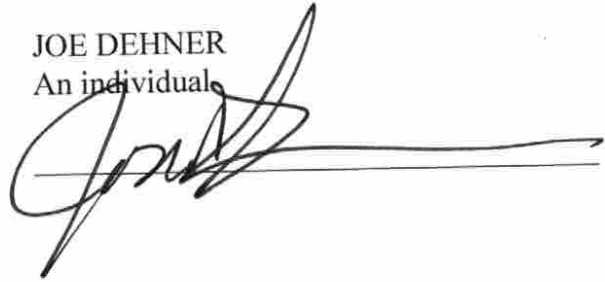
SS:

COUNTY OF POLK)

On this _____ day of _____, 2025 before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew Graham, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa, a municipal corporation organized in the State of 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 Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa
My Commission expires _____

JOE DEHNER
An individual



STATE OF IOWA)

SS:

COUNTY OF POLK)

Subscribed and sworn to before me by Joe Dehner on this 11 day of
August 2025.


Notary Public in and for the State
of Iowa

My commission expires: March 28 2027

Subscribed and Sworn Before me
on the 11 day of Aug, 2025

State of Iowa County of Polk

Title: Notary

Commission Expiration: March 28 2027



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A PART OF LOTS 2 AND 3, OFFICIAL PLAT OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 79, RANGE 25, AN OFFICIAL PLAT AS SHOWN ON THE OLD OFFICIAL PLAT BOOK 1, PAGE 210 BEING IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WARD'S INDUSTRIAL PARK, AN OFFICIAL PLAT; THENCE NORTH 89°05'15" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 289.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01°00'24" EAST ALONG THE WEST RIGHT OF WAY LINE OF NW 86TH STREET, 294.39 FEET TO A CORNER ALONG THE NORTHERLY LINE OF OUTLOT 'A,' CLIVE DEPOT PLAT NO. 1, AN OFFICIAL PLAT; THENCE SOUTH 89°05'15" WEST ALONG SAID NORTHERLY LINE, 294.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.96 ACRES (85,325 SQUARE FEET).

EXHIBIT "B"

REQUIRED DETENTION ANALYSIS SUMMARY FOR
FLOODPLAIN STORMWATER MANAGEMENT PAYMENT IN LIEU



Preliminary

4121 NW Urbandale Drive Urbandale, IA 50322

PROJECT: Dehner Distillery JOB NO. 2310.697
SUBJECT: Storm Water Calculations DATE: 06/28/24

Preliminary Dehner Distillery Proposed Detention Analysis Summary

Storm Event (yr.)	Pre-settlement runoff (cfs)	Offsite runoff (cfs)	Post-development runoff (cfs)	Allowable Release rate (cfs)	Und. Release (cfs)	Detention Rel. Rate (cfs)	Post-Dev. Rel. rate (cfs)	High Water Elev.	Volume Detained (ft ³)
1	0.13	-	4.82	0.11	0.24	0.06	0.28	832.12	9,800
2	0.38	-	5.81	0.38	0.33	0.07	0.38	832.51	12,000
5	1.05	-	7.57	1.05	0.50	0.25	0.55	832.80	13,500
10	1.84	-	9.14	1.84	0.66	0.70	0.74	832.99	14,600
25	3.23	-	11.51	3.23	0.92	2.27	2.39	833.44	17,000
50	4.51	-	13.48	4.51	1.14	3.50	3.60	833.90	19,200
100	9.96	-	15.54	9.96	1.39	4.61	4.79	834.54	22,000

Notes:

- 1 The underground chambered detention basin assumed free outfall condition.

Water Quality Volume -

$$WQv = \frac{R_v \times P \times A}{12} = (\text{acre-ft})$$

R_v = volumetric runoff coefficient

$$= 0.05 + 0.009(I) = 0.05 + 0.009 (73) = 0.71$$

I = percent impervious cover (%) =

73 %

P = Water Quality Rainfall Depth =

1.25 inches

A = Total Drainage area (ac) =

1.96 acres

$$WQv = \frac{0.707 \times 1.25 \times 1.96 \times 43,560 \text{ ft}^2}{12 \text{ acre}} = 6,288 \text{ ft}^3$$

Soil Quality Management and Restoration:

Site Topsoil Area = 23,299 SF

Topsoil Depth = 8 in (Assumed)

Soil % OM = 4.00 % (Assumed)

Available Surplus Storage = 1.920 - 1.25 = 0.670 in. per 8 in. of top soil

$$\text{Topsoil Storage Volume} = \frac{23,299 \times 0.67}{12} = 1,301 \text{ ft}^3$$

Topsoil storage is sufficient to treat the water quality volume

$$\text{Remaining Water Quality Volume} = 6,288 - 1,301 = 4,987 \text{ ft}^3$$

RESOLUTION NO. _____

RESOLUTION APPROVING FLOODPLAIN STORMWATER MANAGEMENT PAYMENT
IN LIEU AGREEMENT FOR DEHNER DISTILLERY

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit A, attached hereto, (the “Property”); and,

WHEREAS, the Property is currently zoned TC-4 Town Center – South End Development Area District, FF Flood Fringe Overlay District, and FW Floodway Overlay District; and

WHEREAS, Property Owner intends to redevelop the Property with an approximately 20,600 square foot distillery, with operations including finishing, bottling, packaging, warehousing, distribution, and office, and retail sales to the public and a tasting room open to the public during regular and posted business hours (the “Project”); and,

WHEREAS, Considering the practical engineering and financial challenges associated with locating detention basins in the floodplain, the City of Clive has determined that an opportunity for Property Owner to partner with the City on establishing an alternate compliance path is in the public good; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such development.

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

That the Floodplain Stormwater Management Payment In Lieu Agreement for Dehner Distillery is hereby approved and accepted by the City of Clive, Iowa.

PASSED AND APPROVED this 28th day of August 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Julia McGuire, Administrative Assistant

DATE: August 28, 2025

RE: Resolution Approving 2025 Clive Soil Quality Restoration Program Agreements

SYNOPSIS:

The 2025 Clive Soil Quality Restoration Cost-Share Program remains extremely popular among Clive residents. Over 100 households have paid their share for the SQR application on their lawns. The attached agreements outline each party's financial responsibility and grant the City's contractor, A Plus Lawn and Landscape, permission to perform the designated work. An additional set of agreements will be on the September 11 Council meeting agenda. Staff recommends approval.

Attachments:

1. RESOLUTION APPROVING 2025 CLIVE SOIL QUALITY RESTORATION PROGRAM AGREEMENTS
2. 2025 WQI master binder
3. 2025 SQR regular master binder 1

RESOLUTION NO. _____

RESOLUTION APPROVING 2025 CLIVE SOIL QUALITY RESTORATION PROGRAM
AGREEMENTS

WHEREAS, the plans, specifications, form of contract and estimate of costs for the 2025 Clive Soil Quality Restoration Cost-Share Program (the “Project”) have previously been approved; and

WHEREAS, the Notice to Bidders for the taking of bids for the Project has been published, the bids have been received and opened at a public meeting, and the results of such bids have been considered at a public hearing, and

WHEREAS, the City has accepted the bid of \$93,500 from A Plus Lawn and Landscape for the Project, being the lowest responsible bid received, and

WHEREAS, the property owner or owners, hereinafter referred to as “Grantor” or “Grantors,” who have signed the *City of Clive 2025 Soil Quality Restoration Cost Share Program Right of Entry and Temporary Construction Easement Agreement Between the City of Clive and Undersigned Property Owner* documents attached hereto as **EXHIBIT A**, have indicated their desire to participate in the Project, and

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

That the *City of Clive 2025 Soil Quality Restoration Cost Shar Program Right of Entry and Temporary Construction Easement Agreement* in EXHIBIT A are hereby accepted.

That the Mayor is hereby authorized and directed to execute said agreements on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by his City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

EXHIBIT A

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 10 day of August, 2025.

GRANTOR:

By: Brian K. Willard

Printed Name: Brian K. Willard

Owner(s) of Property Located at: 3456 BAXTER CIR
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 52

PRINTED: Mon Mar 4, 2013 10:44:04AM

LEGAL: Lot 52 in
ANGEL PARK PLAT 2

[illegible]

AS NOTED
3.4.13 

DATE DRAWN: 02/16/13
SCALE: 1"=30'
PROJECT# 501036

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29 day of July, 2025.

GRANTOR:

By: Chelsea Anderson

Printed Name: Chelsea Anderson

Owner(s) of Property Located at: 3484 NW 169TH ST
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

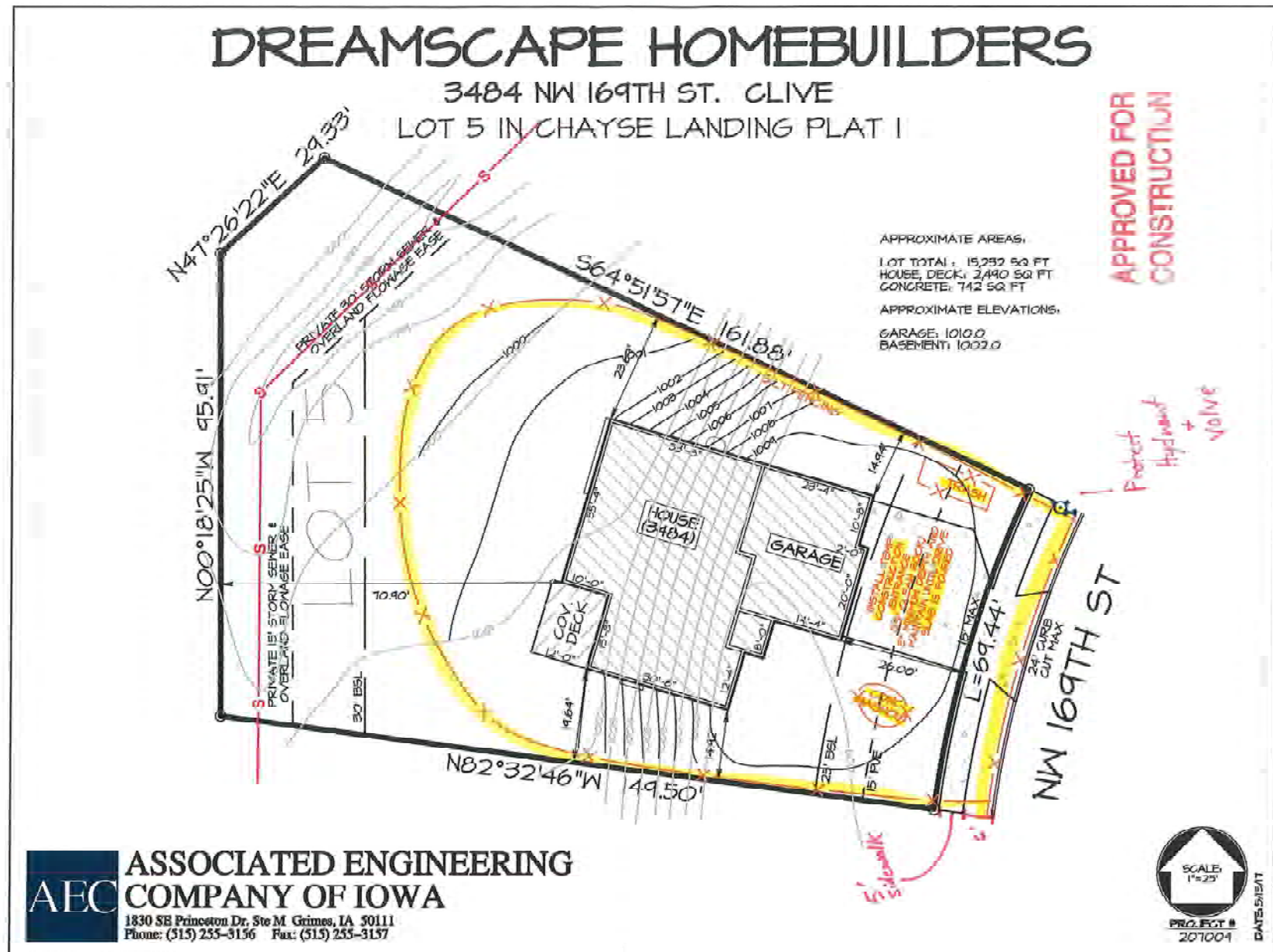
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

CHAYSE LANDING PLAT 1 LOT 5

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29 day of July, 2025.

GRANTOR:

By: D. W. Koenigsberg

Printed Name: Dennis W. Koenigsberg

Owner(s) of Property Located at: 3536 NW 169TH CIR
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

VERONA HILLS SOUTH PLAT 3 LOT 5

VICKROY

31

VERONA HILLS SOUTH PLAT 1



ADDRESS:
3536 NW 169TH CIRCLE
CLIVE, IOWA

OWNER:
VICKROY BUILDERS LLC
101 S KENWOOD
INDIANOLA, IOWA 50125

PREPARED FOR
VICKROY BUILDERS LLC
C/O GREG VICKROY
101 S KENWOOD
INDIANOLA, IOWA 50125

MINIMUM PROTECTION ELEVATION
977.00

GRAPHIC SCALE



LEGEND:

- | |
|---|
| PROPERTY CORNER - FOUND AS NOTED |
| PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH RED PLASTIC CAP ID #22232 |
| SECTION CORNER - FOUND AS NOTED |
| MEASURED DISTANCE |
| P PLATTED DISTANCE |
| D DEEDED DISTANCE |
| P64 PREVIOUSLY RECORDED AS |
| ROW RIGHT OF WAY |
| POC POINT OF COMMENCEMENT |
| P0B POINT OF BEGINNING |

RECEIVED

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

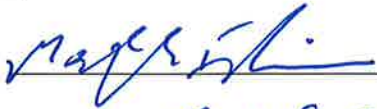
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 2025.

GRANTOR:

By: 

Printed Name: Mostafa Ibrahim

Owner(s) of Property Located at: 3540 HORTON CIR
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

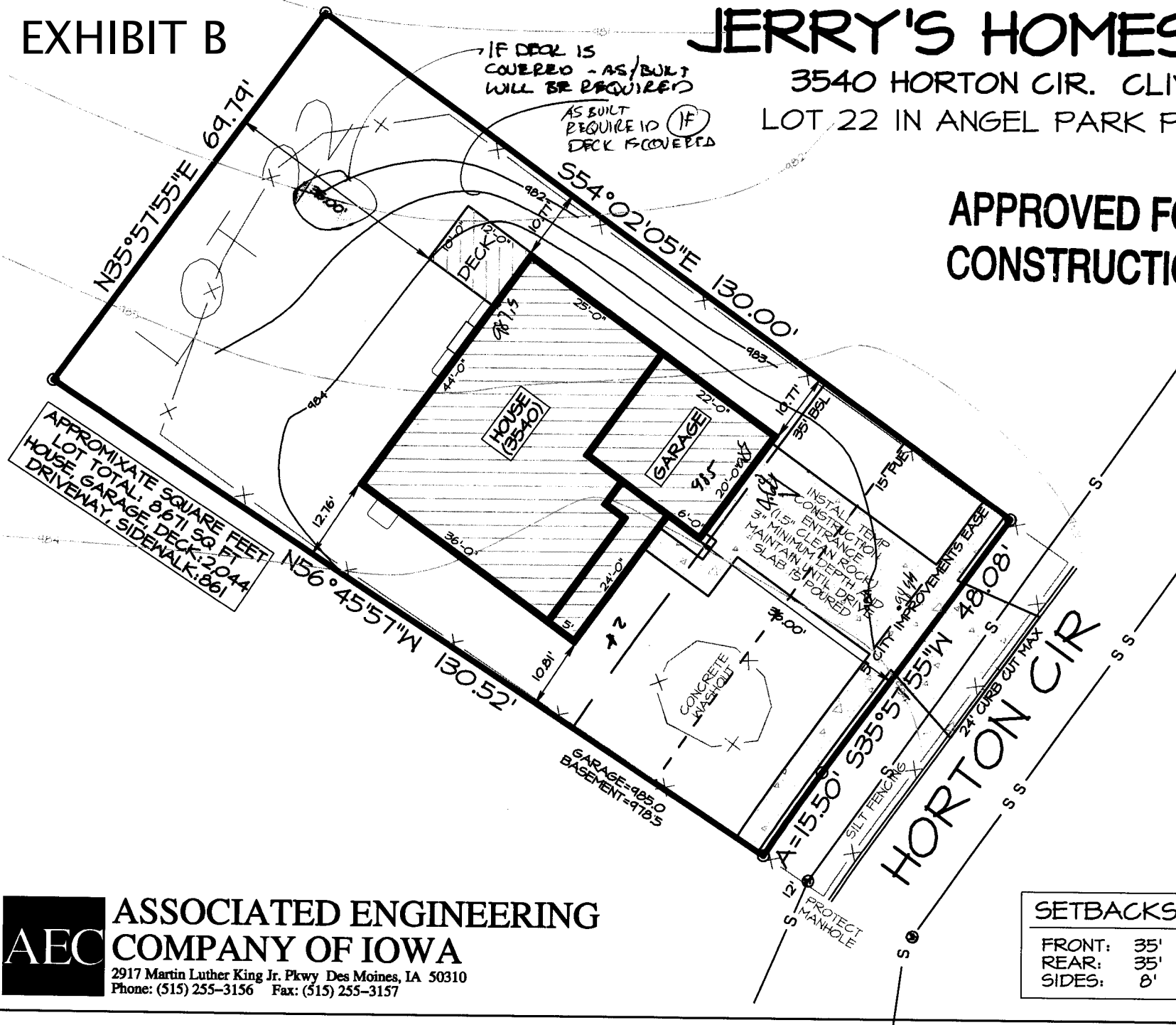
ANGEL PARK PLAT 3 LOT 22

EXHIBIT B

JERRY'S HOMES INC.

3540 HORTON CIR. CLIVE
LOT 22 IN ANGEL PARK PLAT 3

APPROVED FOR
CONSTRUCTION



ASSOCIATED ENGINEERING COMPANY OF IOWA

2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157

SETBACKS:

FRONT: 35'
REAR: 35'
SIDES: 8'



SCALE:
1"=20'
PROJECT #
501169

DATE: 10/4/13

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 30TH day of July, 2025.

GRANTOR:

By: 

Printed Name: Greg Buse

Owner(s) of Property Located at: 3544 Horton Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

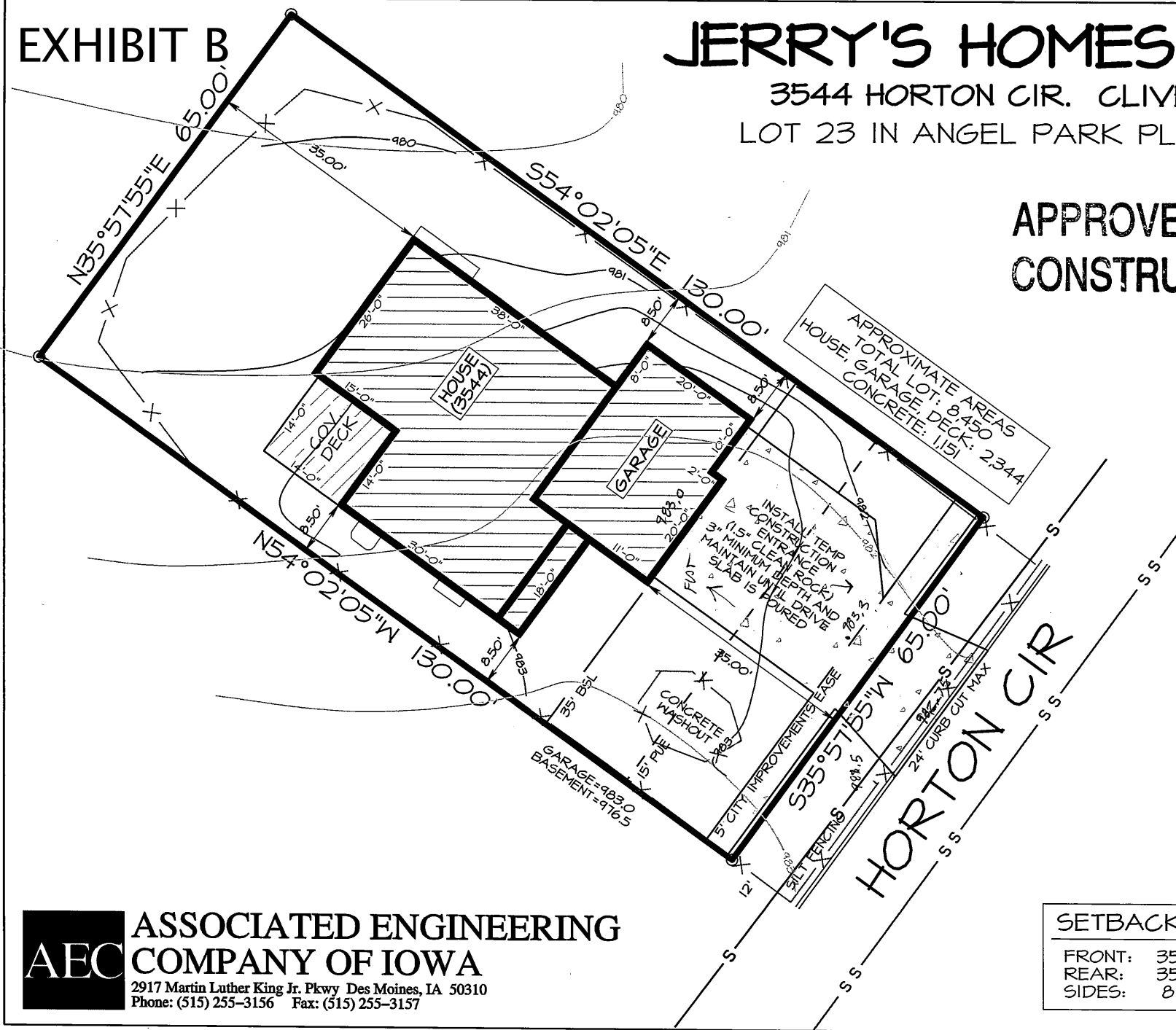
ANGEL PARK PLAT 3 LOT 23

EXHIBIT B

JERRY'S HOMES INC.

3544 HORTON CIR. CLIVE
LOT 23 IN ANGEL PARK PLAT 3

APPROVED FOR
CONSTRUCTION



AEC ASSOCIATED ENGINEERING
COMPANY OF IOWA
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 8 day of August, 2025.

GRANTOR:

By:

<i>Bryan Curtis</i>	dotloop verified 08/08/25 1:29 PM CDT U6XG-D9OQ-EDDS-FEDC
---------------------	---

Printed Name: Bryan Curits

Owner(s) of Property Located at: 3546 BAXTER CIR
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 58

SITE PLAN

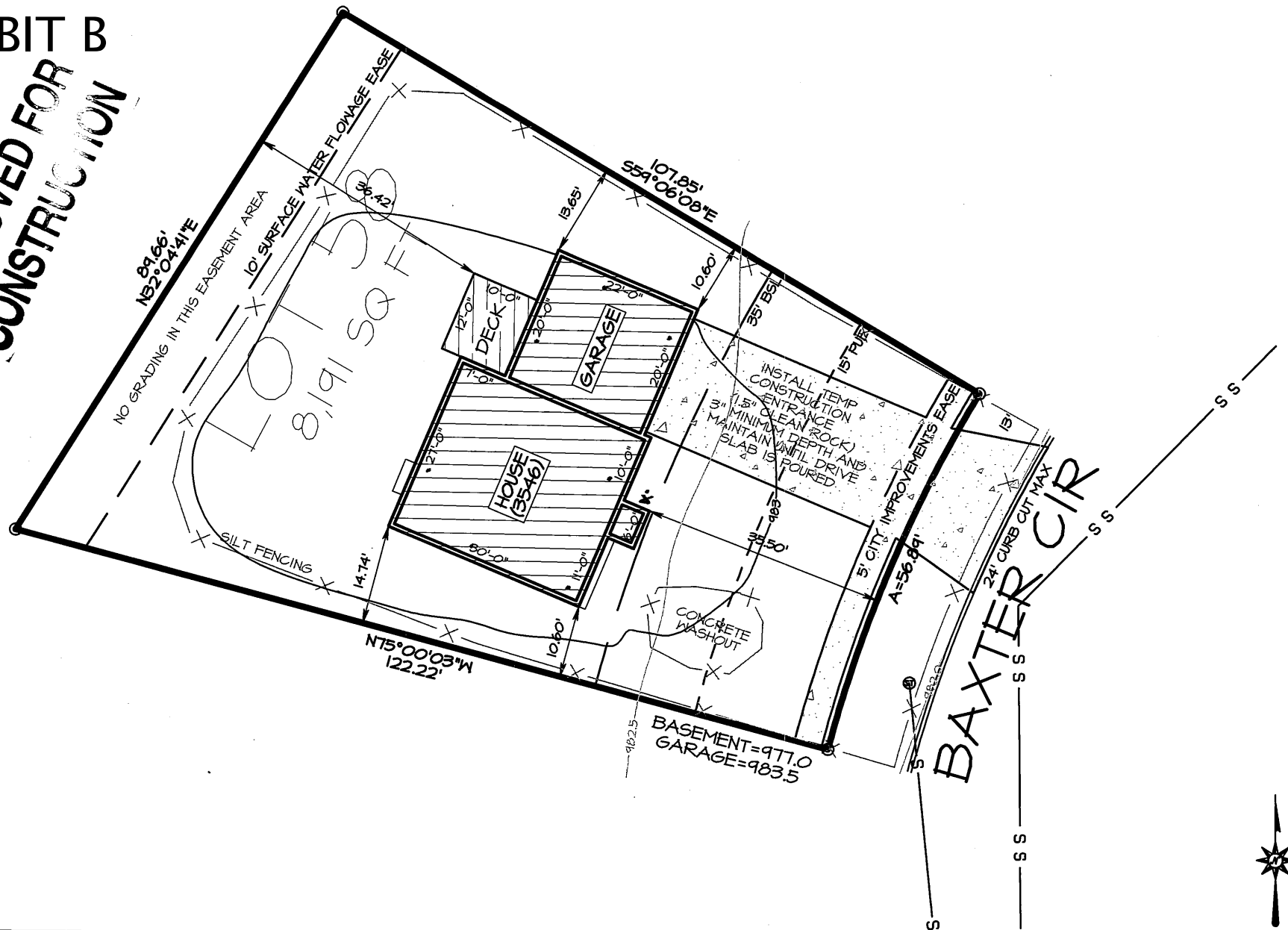
FOR: Jerry's Homes Inc.

ADDRESS: 3546 Baxter Cir.
Clive, IA

LEGAL: Lot 58 In
ANGEL PARK PLAT 2

EXHIBIT B

APPROVED FOR
CONSTRUCTION



ASSOCIATED ENGINEERING COMPANY OF IOWA INC.

2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310 Phone: (515) 255-3156 Fax: (515) 255-3157

DATE DRAWN: 03/27/12
SCALE: 1"=20'
PROJECT# 501042

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

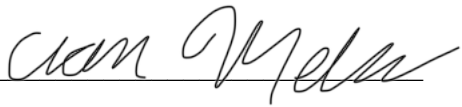
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 1 day of August, 2025.

GRANTOR:

By: 

Printed Name: Claire Mellick

Owner(s) of Property Located at: 3604 NW 166TH ST
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 5 LOT 26

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16 day of August, 2025.

GRANTOR: 
By: _____

Printed Name: Mark McAllister

Owner(s) of Property Located at: 3618 NW 165th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

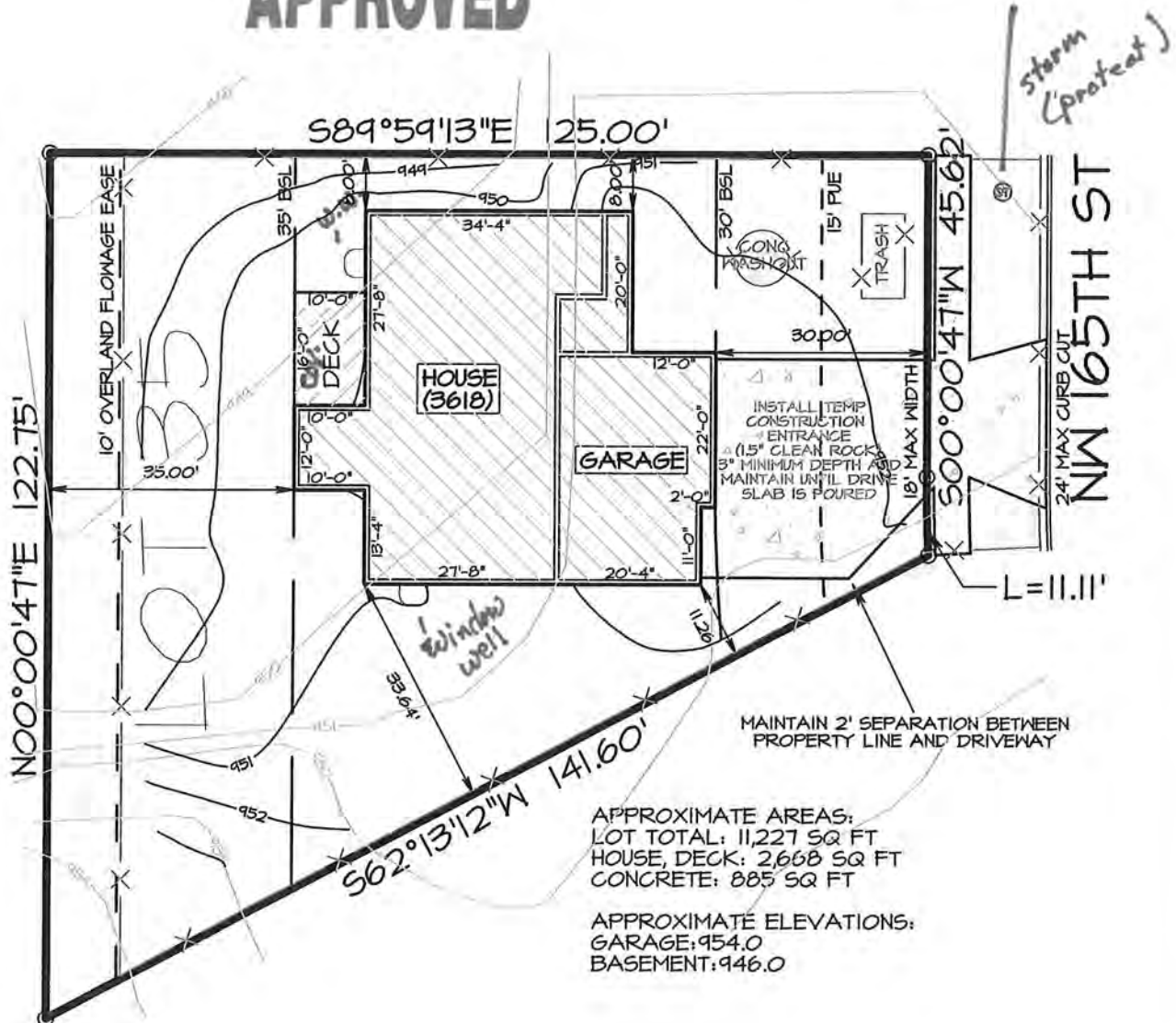
EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 5 LOT 35

3618 NW 165TH ST. CLIVE
LOT 35 IN ANGEL PARK PLAT 5

* Ashuilt Front to North
sideyard.

APPROVED



AEC

ASSOCIATED ENGINEERING
COMPANY OF IOWA

2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157

SETBACKS:

FRONT: 30'
REAR: 35'
SIDES: 8'



PROJECT 特
501547

DATE: 3/7/16

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 12 day of August, 2025.

GRANTOR:

By: 

Printed Name: Randy Nesbitt

Owner(s) of Property Located at: 3663 NW 165TH ST
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

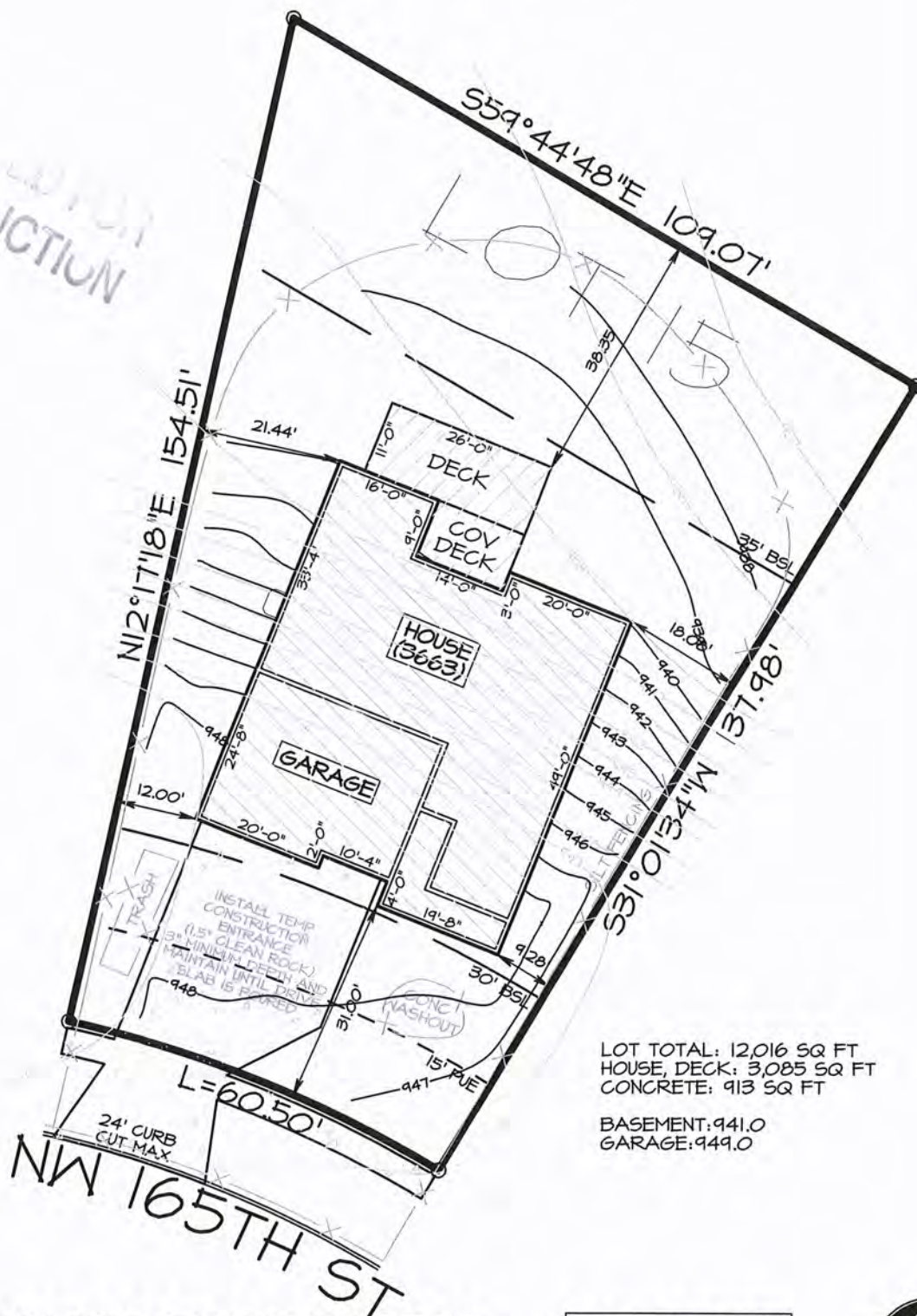
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 5 LOT 15

3663 NW 165TH ST. CLIVE
LOT 15 IN ANGEL PARK PLAT 5

APPROVED FOR
CONSTRUCTION



LOT TOTAL: 12,016 SQ FT
HOUSE, DECK: 3,085 SQ FT
CONCRETE: 913 SQ FT

BASEMENT: 941.0
GARAGE: 949.0

AEC ASSOCIATED ENGINEERING
COMPANY OF IOWA
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310
Phone: (515) 255-3156 Fax: (515) 255-3157

SETBACKS:

FRONT: 30'
REAR: 35'
SIDES: 8'



PROJECT #
501527

DATE: 3/4/16

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29th day of July, 2025.

GRANTOR:

By: 

Printed Name: Christopher R Welp

Owner(s) of Property Located at: 3719 NW 167TH ST
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

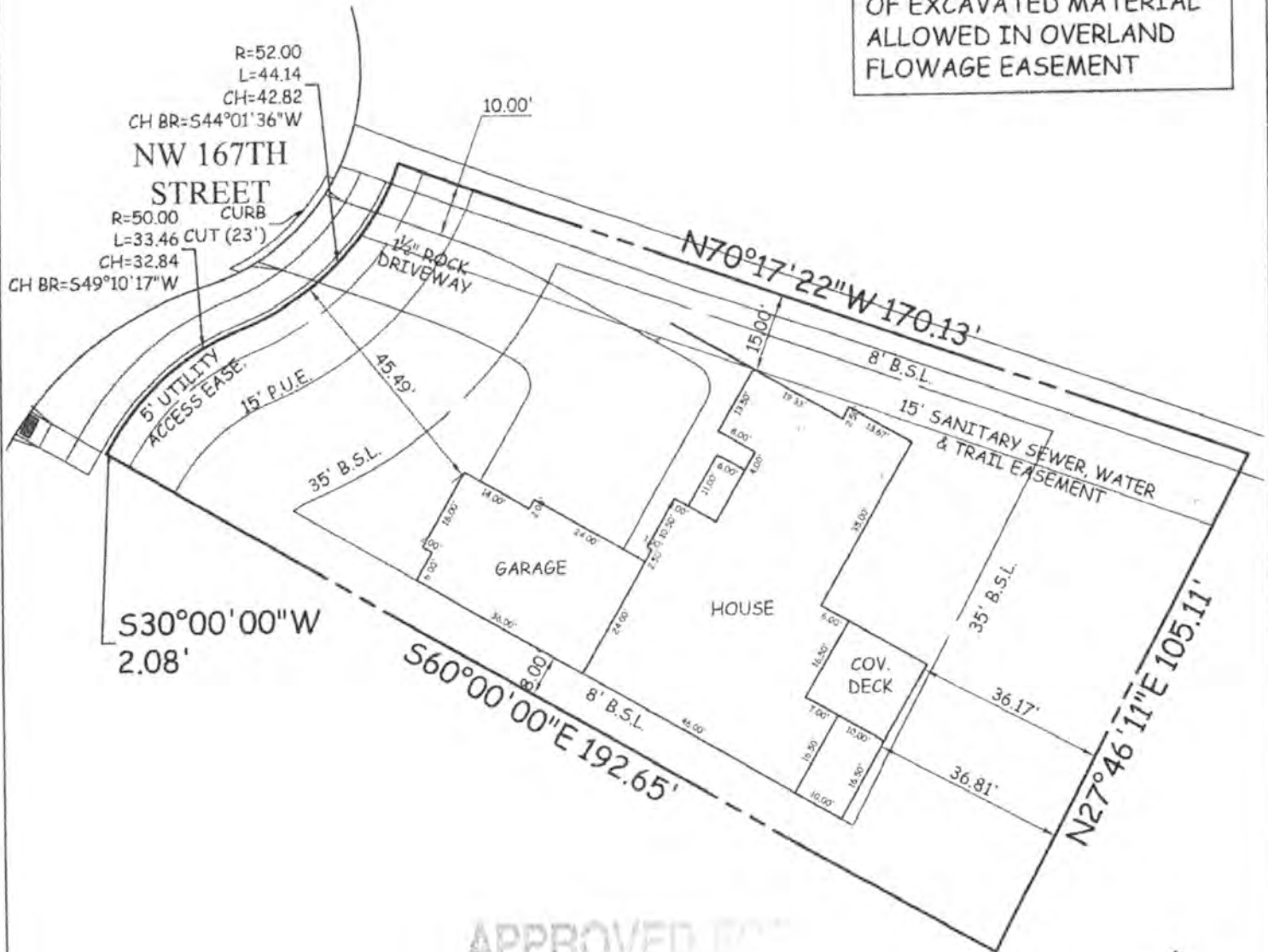
ANGEL PARK PLAT 7 LOT 16

DJR CONSTRUCTION
LOT 16 ANGEL PARK PLAT 7
3719 NW 167TH STREET, CLIVE

EXHIBIT B

MAINTAIN 1 1/2" CLEAN
 ROAD STONE
 CONSTRUCTION ENTRANCE
 UNTIL SLAB IS IN PLACE

NO GRADING OR STORAGE
 OF EXCAVATED MATERIAL
 ALLOWED IN OVERLAND
 FLOWAGE EASEMENT



APPROVED BY
 CONST.

SETBACKS
 FRONT - 35'
 REAR - 35'
 SIDE - 8'

AREAS
 LOT - 15,796 S.F.
 HOUSE - 2,679 S.F.
 GARAGE - 872 S.F.
 DRIVEWAY - 2,070 S.F.

DISCLAIMER:
 ANY F.F.E., G.F.E., OR B.F.E. SHOWN ON THIS PLAN IS FOR
 REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR
 VERIFYING ELEVATIONS WITH THE BUILDING PLANS
 AND SEWER DEPTH.

COOPER CRAWFORD
 & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

475 S. 50th Street, Suite 800, West Des Moines, IA 50265
 Phone: (515) 224-1344 Fax: (515) 224-1345



0 15 30
 SCALE: 1"=30'
 DATE: 12-21-2017
 JOB NUMBER
 CH
 6269

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 31st day of July, 2025.

GRANTOR:

By: 

Printed Name: Ryan Huinker

Owner(s) of Property Located at: 4330 NW 169TH CT
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

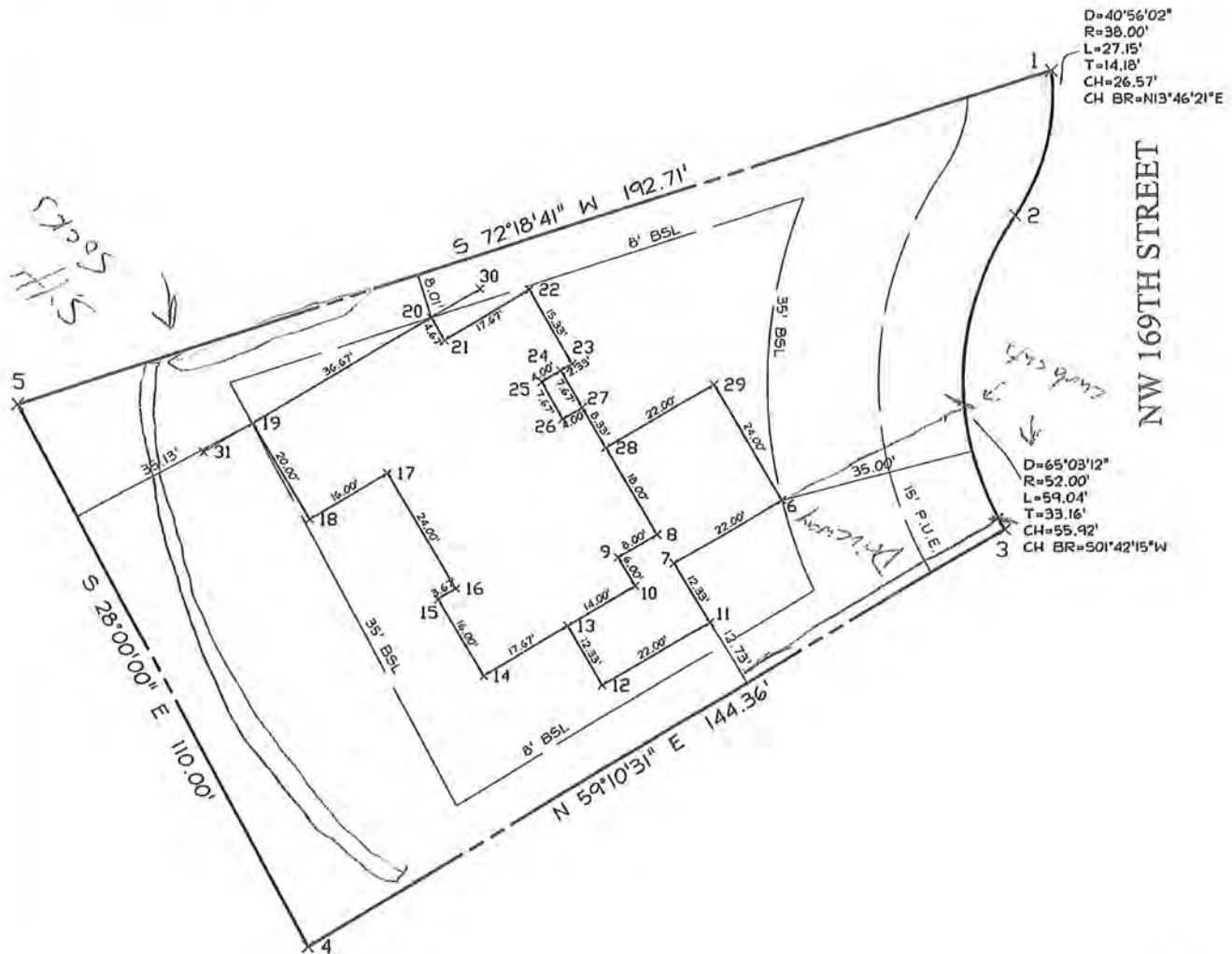
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 83

TROON HOMES
LOT 83 WALNUT CREEK HILLS OF CLIVE PLAT 2
4330 NW 169TH COURT, CLIVE

EXHIBIT B



PROVIDE EROSION CONTROL
 @ LOT LINES & CURBS

IF DRIVE IS USED FOR PARKING OR
 STABILISE SOIL OR PARK IN STREET



SETBACKS
 FRONT - 35'
 REAR - 35'
 SIDE - 8'

COOPER CRAWFORD
 & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

2167 GRAND AVENUE, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

SCALE: 1"=30'
 DATE: 2/7/2007

JOB NUMBER
 CH
 1644

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 4th day of August, 2025.

GRANTOR:

By: Susan M. Oehlerking

Printed Name: Susan M Oehlerking

Owner(s) of Property Located at: 4390 NW 169th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

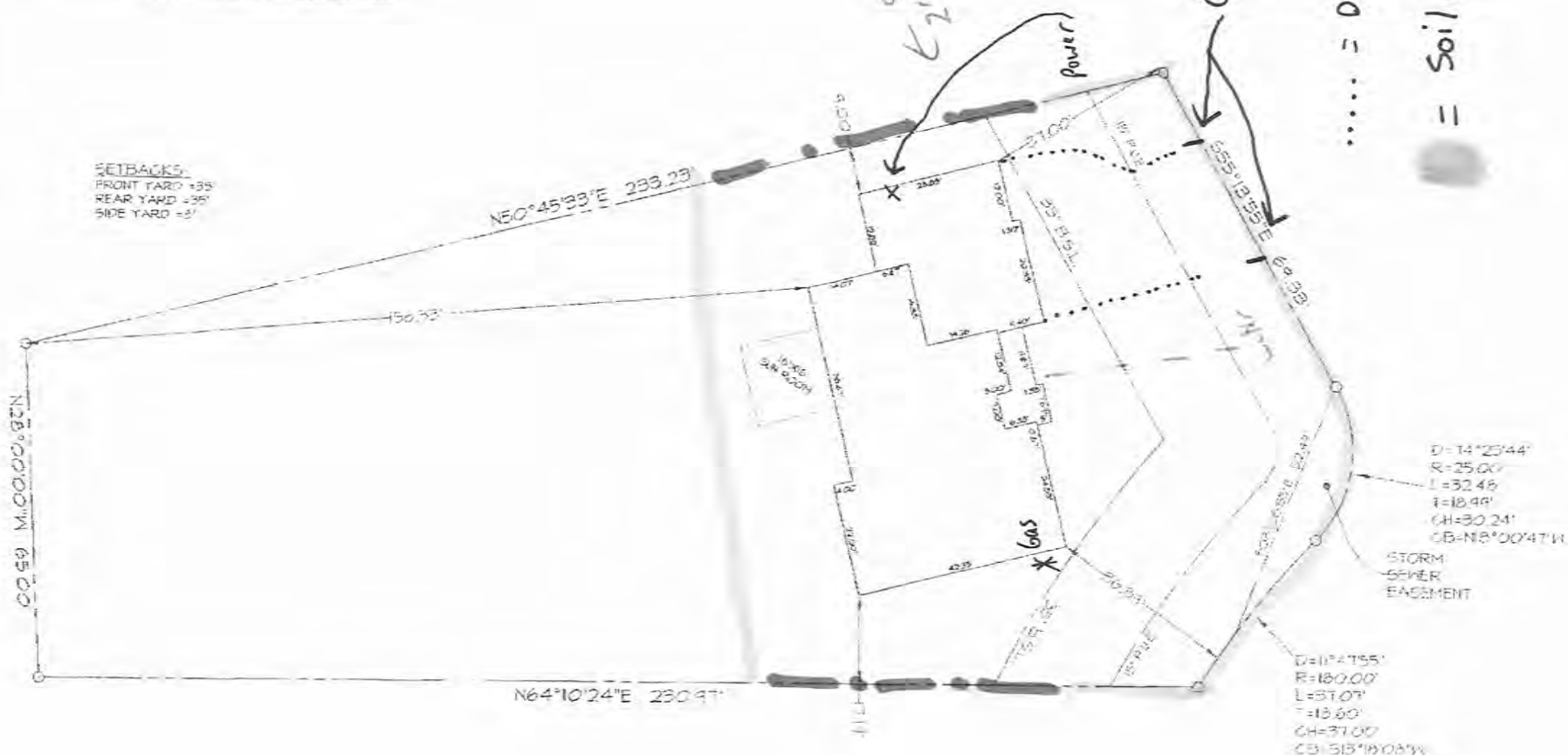
EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 81

EXHIBIT B

OAKMARK BUILDERS
LOT 31 WALNUT CREEK HILLS OF CLIVE PLAT 2
4590 NW 159th STREET CLIVE, IOWA

SETBACKS:
FRONT YARD = 35'
REAR YARD = 35'
SIDE YARD = 5'



SCALE: 1"=20'



Civil Engineering Consultants, Inc.

2400 86th Street, Unit 12 Des Moines, Iowa 50322
515.278.4854 Fax: 515.278.7814 cec@ceconsultants.com

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 1 day of August, 2025.

GRANTOR:

By: 

Printed Name: Kevin Crote

Owner(s) of Property Located at: 4393 NW 168th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

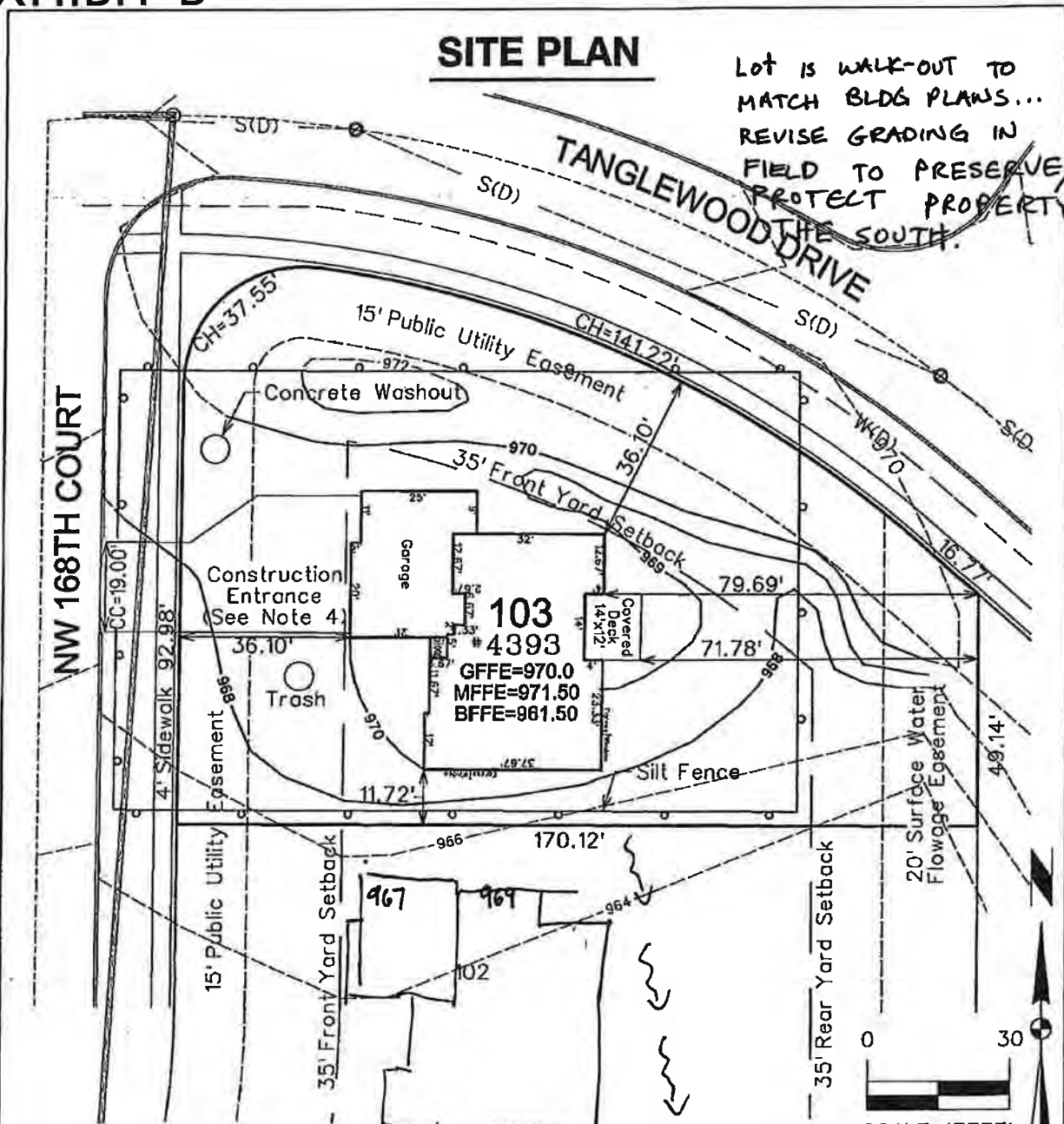
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 103

EXHIBIT B

RYAN - FYI



Lot is walk-out to
MATCH BLDG PLANS...
REVISE GRADING IN
FIELD TO PRESERVE/
PROTECT PROPERTY TO
THE SOUTH.

ZONING: R-1
MINIMUM REQUIREMENTS:
FRONT YARD - 35'
REAR YARD - 35'
SIDE YARD - 8'
ADDRESS: 4393 NW 168TH COURT
CLIVE, IA
HOUSE PLAN: GROTE RESIDENCE

- NOTES:
- 1) RESTORE DRAINAGE SWALE TO ORIGINAL DEVELOPMENT DESIGN ELEVATIONS
 - 2) NO STORAGE OF EXCAVATED MATERIALS IN OR RE-GRADING OF THE STORM WATER EASEMENT
 - 3) SOD REQUIRED ON ENTIRE LOT
 - 4) CONSTRUCTION ENTRANCE SHALL BE 1-1/2" CLEAN ROAD STONE EXTENDING FROM CURB TO GARAGE OPENING. RE GRADE & ADD STONE AS NECESSARY

HAPPE HOMES		Revised: 3/15/12	SHEET 1 OF 1
WALNUT CREEK HILLS OF CLIVE PLAT 2, LOT 103			PN: 112.0184
			PM:
			DATE: 3/8/12
			TECH: SLG

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By:

Printed Name:

Owner(s) of Property Located at: 4556 NW 169th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2025.

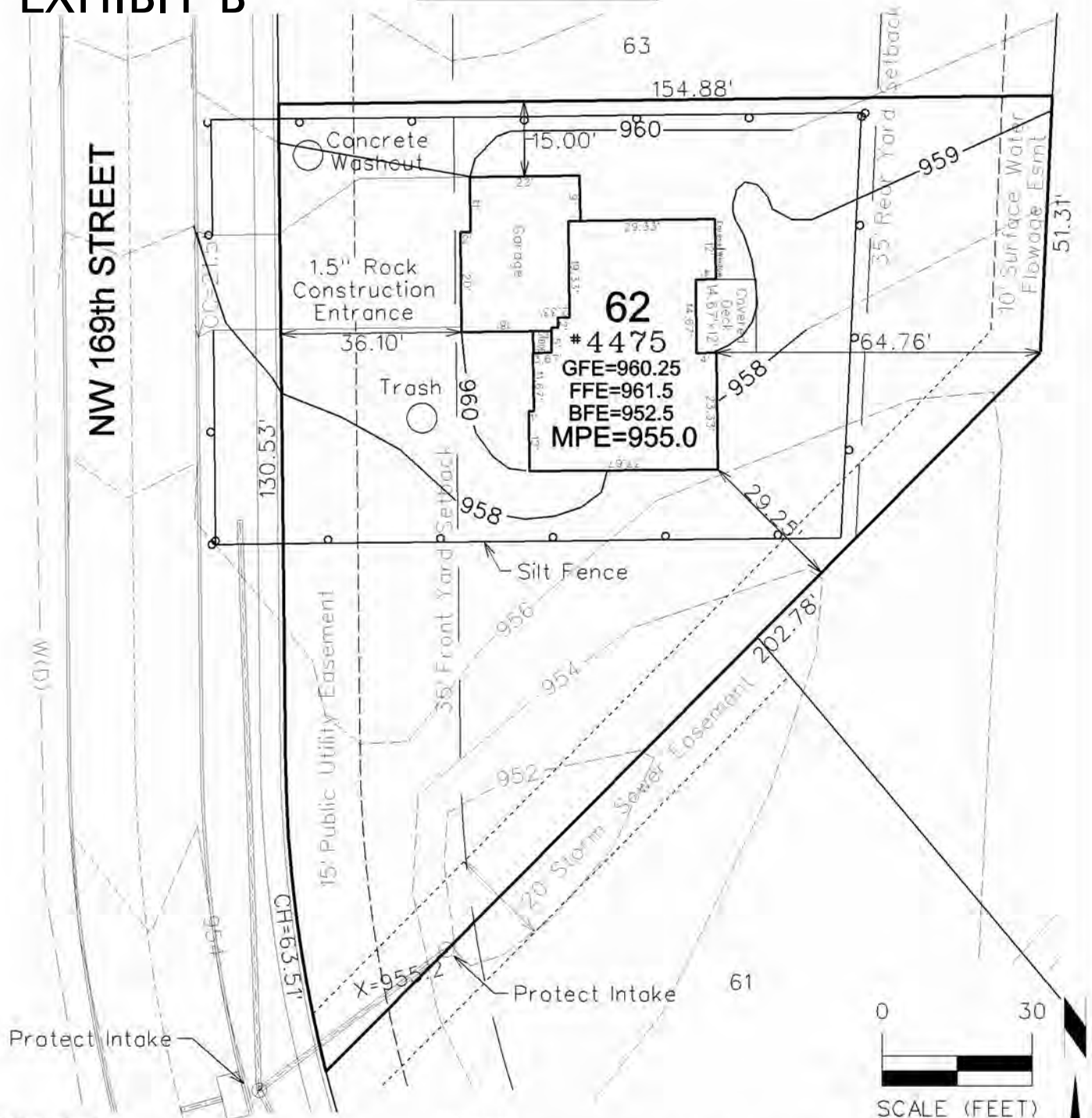
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 67

EXHIBIT B

SITE PLAN



ZONING: R-1
 MINIMUM REQUIREMENTS:
 FRONT YARD - 35'
 REAR YARD - 35'
 SIDE YARD - 8'
 ADDRESS: 4475 NW 169th STREET
 CLIVE, IA
 HOUSE PLAN: CHEYENNE 2

NOTES:
 1) RESTORE DRAINAGE SWALE TO ORIGINAL DEVELOPMENT DESIGN ELEVATIONS
 2) NO STORAGE OF EXCAVATED MATERIALS IN OR RE-GRADING OF THE STORM WATER EASEMENT
 3) SOD REQUIRED ON ENTIRE LOT
 4) VERIFIED OVERFLOW: 955.2. MINIMUM OPENING COULD BE AS LOW AS 956.15 (1.15' ABOVE MPE)

HAPPE HOMES

WALNUT CREEK HILLS OF CLIVE PLAT 2, LOT 62



SNYDER & ASSOCIATES
 Engineers and Planners

2727 S.W. SNYDER BLVD.
 ANKENY, IA 50023 (515) 964-2020

Revised: 10/6/11
 Revised: 10/4/11
 Revised: 9/15/11

SHEET	1 OF 1
PN:	111.0071
PM:	
DATE:	9/15/11
TECH:	SLG

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

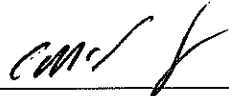
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 13th day of AUGUST, 2025.

GRANTOR:

By: 

Printed Name: CHAD MCFARLANE

Owner(s) of Property Located at: 16418 MADISON
DR

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 4

RESIDENTIAL SITE PLAN

FOR: Jerry's Homes Inc.

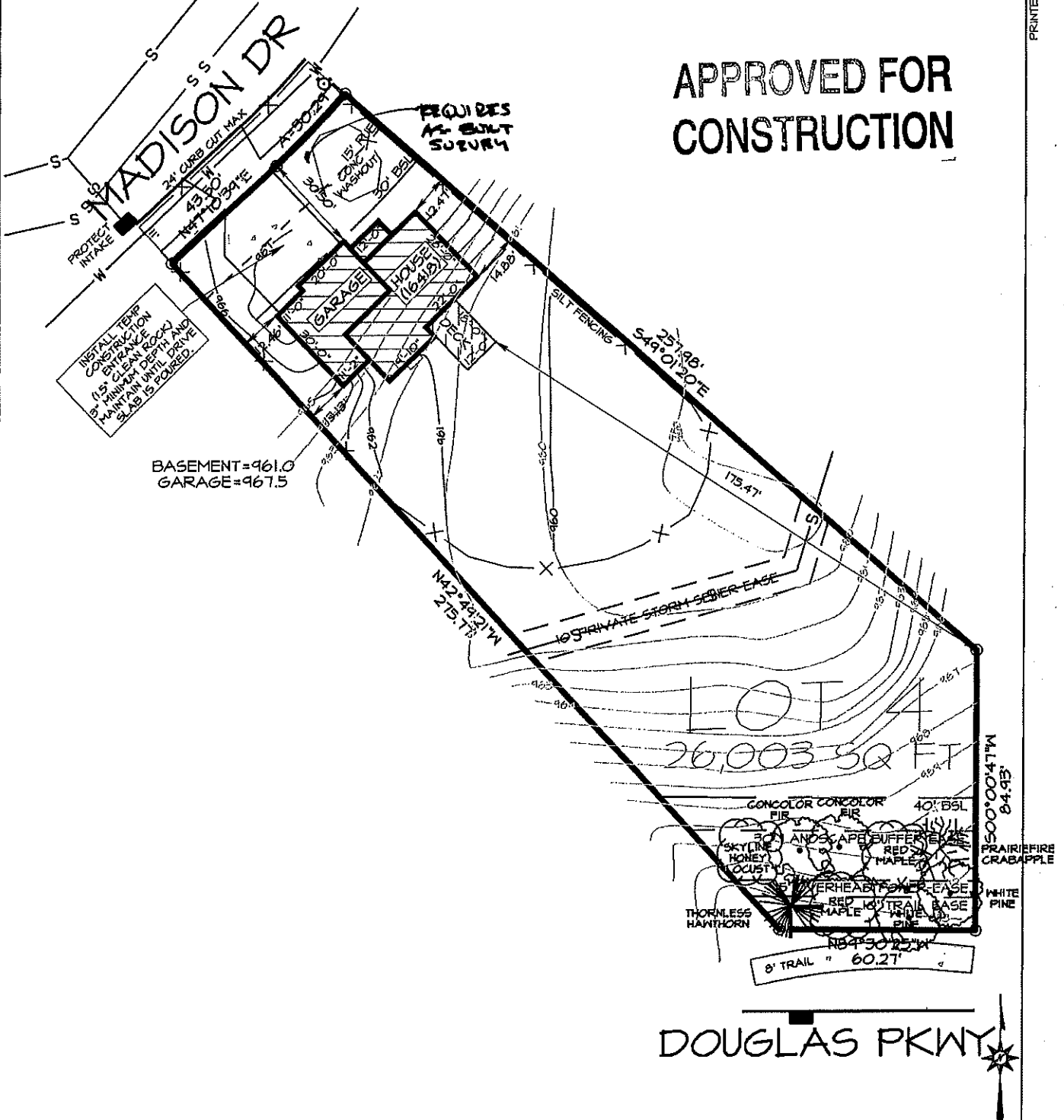
ADDRESS: 16418 Madison Dr.
Clive, IA

LEGAL: Lot 4 in
ANGEL PARK PLAT 2

PRINTED: Thu Oct 25, 2012 9:35:51AM

EXHIBIT B

APPROVED FOR
CONSTRUCTION



ASSOCIATED ENGINEERING COMPANY OF IOWA INC.

2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310 Phone: (515) 255-3156 Fax: (515) 255-3157

DATE DRAWN: 10/12/12

SCALE: 1"=40'

PROJECT# 500988



Public Works Department
2123 NW 111th St
Clive, IA 50325
(515)223-6231
(515)223-6013 Fax
www.cityofclive.com

July 24, 2025

MCFARLING, CHAD R & TARA J JTRS
16418 MADISON DR
Clive, IA 50325
Email address: CRMcfarling@dmgov.org
Mobile number: 515-238-6274

SQR OFFER #WQI-002

City of Clive Soil Quality Restoration for Property:

ANGEL PARK PLAT 2 LOT 4

Total Area Treated, sq. ft.	Total Cost	10% Property Owner Share	50% Property Owner Share (after \$1000 City limit)
21568.678440 000003	\$2372.5546	\$237.25 55	\$1372.5546

**Click here to pay. (You will need to round up or
down to the nearest penny.)**

Deadline: 5 p.m. Monday, Aug 18, 2025

Questions? Need more information before proceeding? Watch your
email inbox for a webinar invitation.



City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in EXHIBIT A, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

Soil Quality Restoration Agreement Page 1 of 6

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written

notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.

- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors. 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among

the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Soil Quality Restoration Agreement Page 3 of 6

Signed this 3 day of August, 2025.

GRANTOR:

By: Shane Emmert

Printed Name: Shane Emmert

Owner(s) of Property Located at: 16420 Baxter Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

Soil Quality Restoration Agreement Page 4 of 6

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 29

RE51DENTIAL

FOR: Jerry's Homes Inc. A PPRE55: 16420 Baxter Dr. LEGAL: Lot 2q In

G ilve, IA ANGEL PARK PLAT 2

m
0

N
6

5
5/

5

a^w

1.
6
co
zj⁴

a .
Q
n
w
z

W
a

i4,
b

w"--- \l

y

L

y

bib` z

RESIDENTIAL SITE PLAN

FOR: Jerry's Homes Inc.

ADDRESS: 16420 Baxter Dr.
Clive, IA

LEGAL: Lot 29 in
ANGEL PARK PLAT 2

APPROVED FOR
CONSTRUCTION

ASSOCIATED ENGINEERING COMPANY OF IOWA INC.

2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310 Phone: (515) 255-3156 Fax: (515) 255-3157

DATE DRAWN: 08/01/13

SCALE: 1"=20'

PROJECT# 501013

PRINTED: 17 Aug 13 2013 8:44:54AM

APPROVED FOR
CONSTRUCTION

n,

j00^{A\}

ASSOCIATED ENGINEERING COMPANY OF IOWA INC. SCOTTS BLVD 2917 Malvin L King h. Pkwy Des Moines,
IA 50310 Phone: (515) 255 - 3156 Fax (515) 253 - 3157 [FpplEcT# 501013

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 28 day of July, 2025.

GRANTOR:

By: Brian Boelter

Printed Name: Brian Boelter

Owner(s) of Property Located at: 16458 Madison Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

RESIDENTIAL SITE PLAN

FOR: Jerry's Homes Inc.

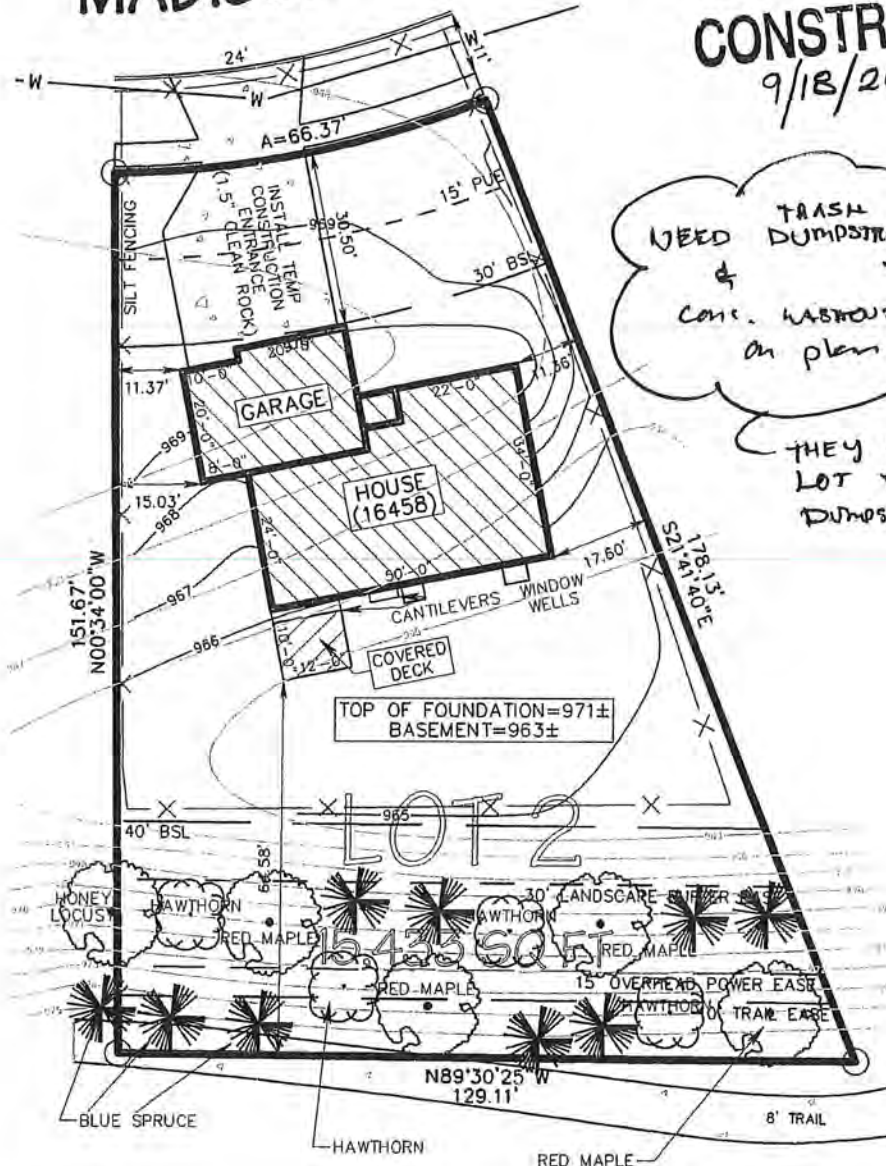
ADDRESS: 16458 Madison Dr.
Clive, IA

LEGAL: Lot 2 in
ANGEL PARK PLAT 2

EXHIBIT B

MADISON DR

OK PC 10/3/2012
~~FOOTING~~
FOUNDATION ONLY
APPROVED FOR
CONSTRUCTION
9/18/2012



TRASH
DUMPSTER
&
CONC. WASTEWATER
on plan

THEY CAN USE
LOT TO WEST
DUMPSTER & W/O.

DOUGLAS PKWY



ASSOCIATED ENGINEERING COMPANY OF IOWA INC
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310 Phone: (515) 255-3156 Fax: (515) 255-3157

DATE DRAWN: 08/23/12
SCALE: 1"=30'
PROJECT# 500954

PRINTED: Tue Sep 18, 2012 3:21:17PM

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 2

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

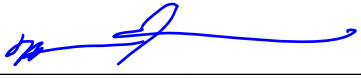
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29 day of JULY, 2025.

GRANTOR:

By: 

Printed Name: Michael Girdner

Owner(s) of Property Located at: 16466 MADISON
DR

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

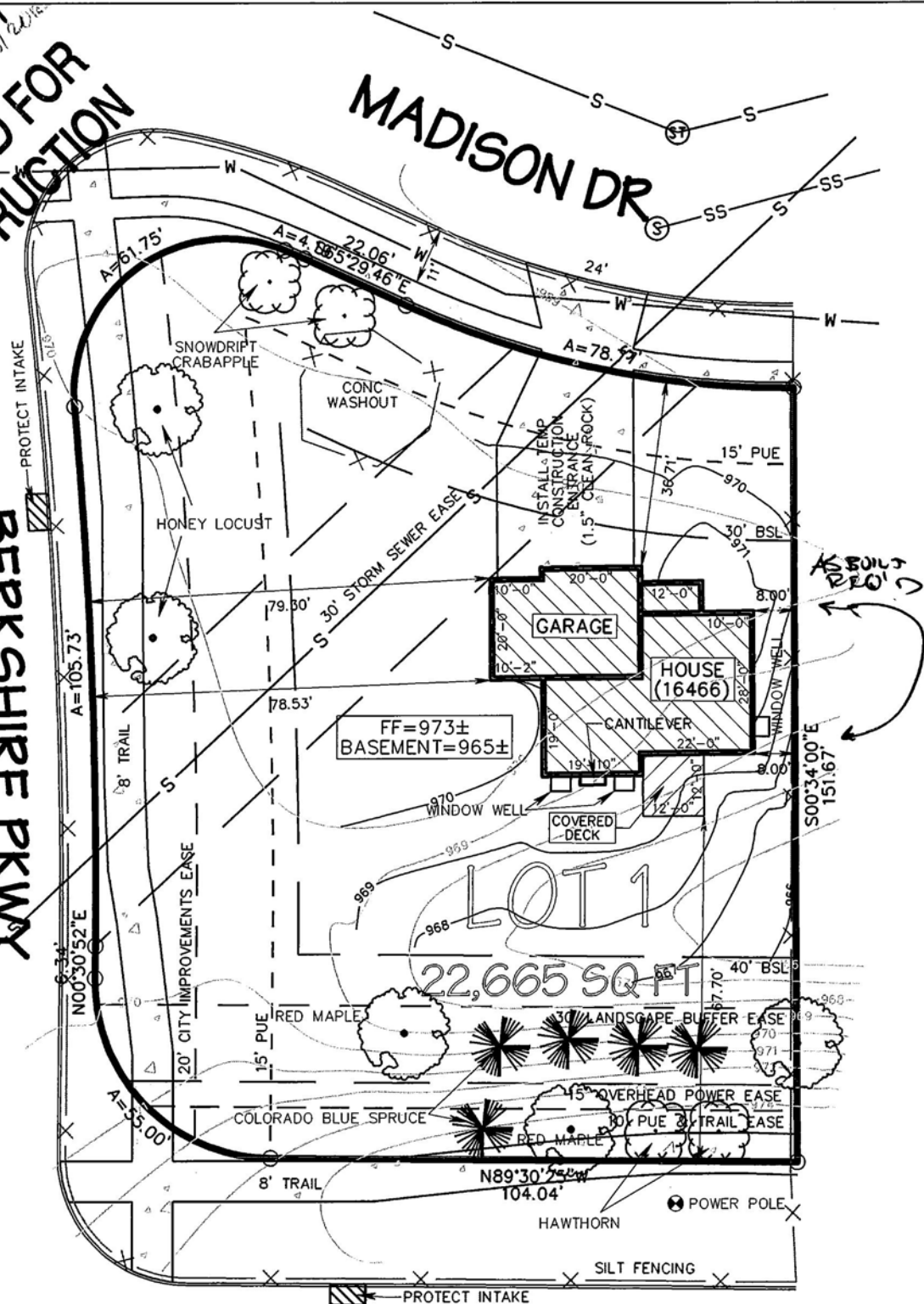
EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 1

RESIDENTIAL SITE PLAN

LEGAL: Lot 1 in
ANGEL PARK PLAT 2

BERKSHIRE PKWY



DOUGLAS PKWY

ASSOCIATED ENGINEERING COMPANY OF IOWA INC

DATE DRAWN: 08/23/12
SCALE: 1"=30'
PROJECT# 500953

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in EXHIBIT A, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property, the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29 day of July, 2025.

GRANTOR:

By: Stacy Seely

Printed Name: Stacy Seely

Owner(s) of Property Located at: 16471 PHOENIX
DRIVE

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 35

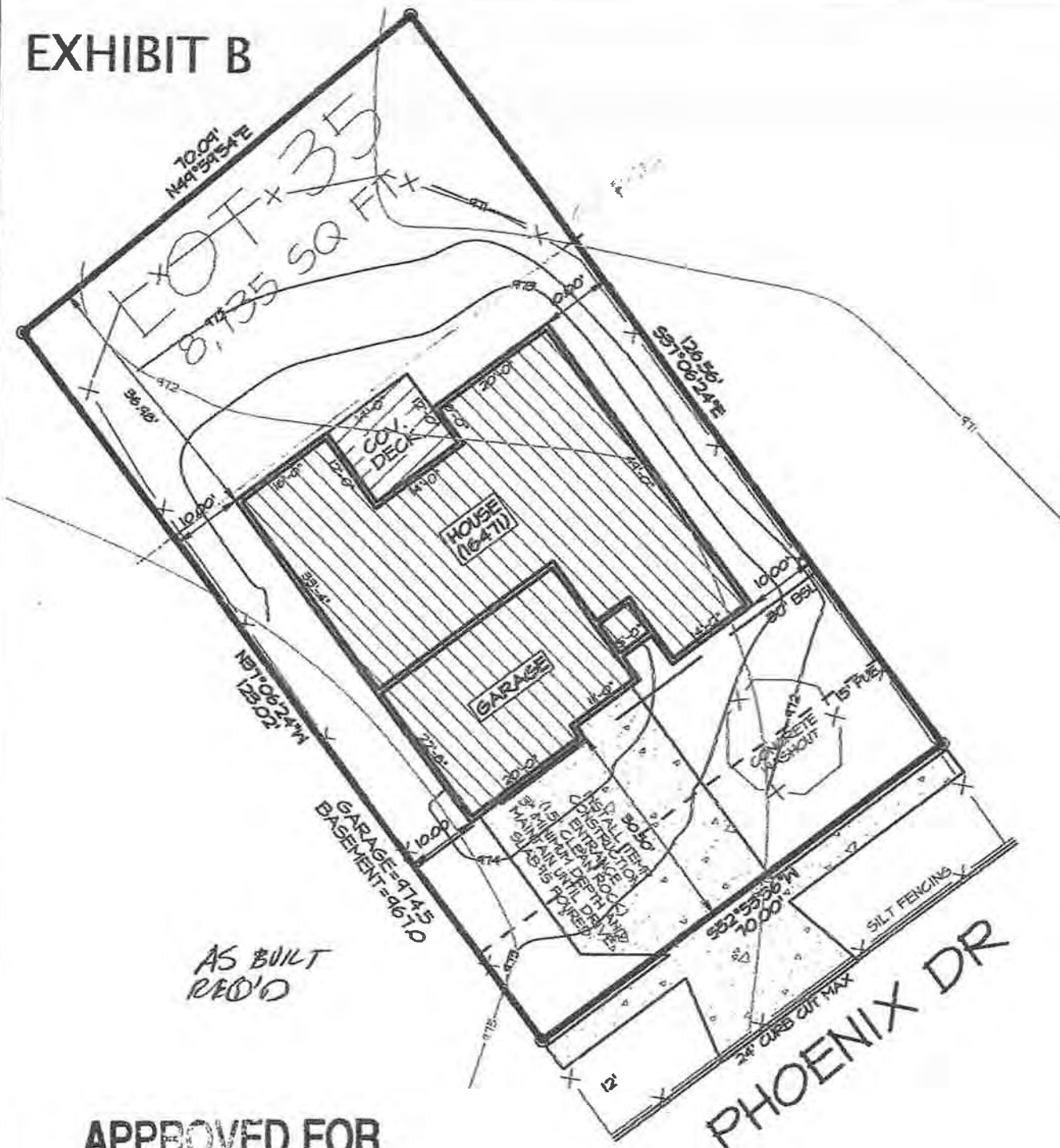
RESIDENTIAL SITE PLAN

FOR: Jerry's Homes Inc.

ADDRESS: 16471 Phoenix Dr.
Clive, IA

LEGAL: Lot 35 in
ANGEL PARK PLAT 2

EXHIBIT B



ASSOCIATED ENGINEERING COMPANY OF IOWA INC.
2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310 Phone: (515) 233-3136 Fax: (515) 233-3157

04/25/13
SCALE 1"=20'
PROJECT# 501019

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: 

Printed Name: Mark L. Rehberg

Owner(s) of Property Located at: 16847 ALPINE CT
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2025.

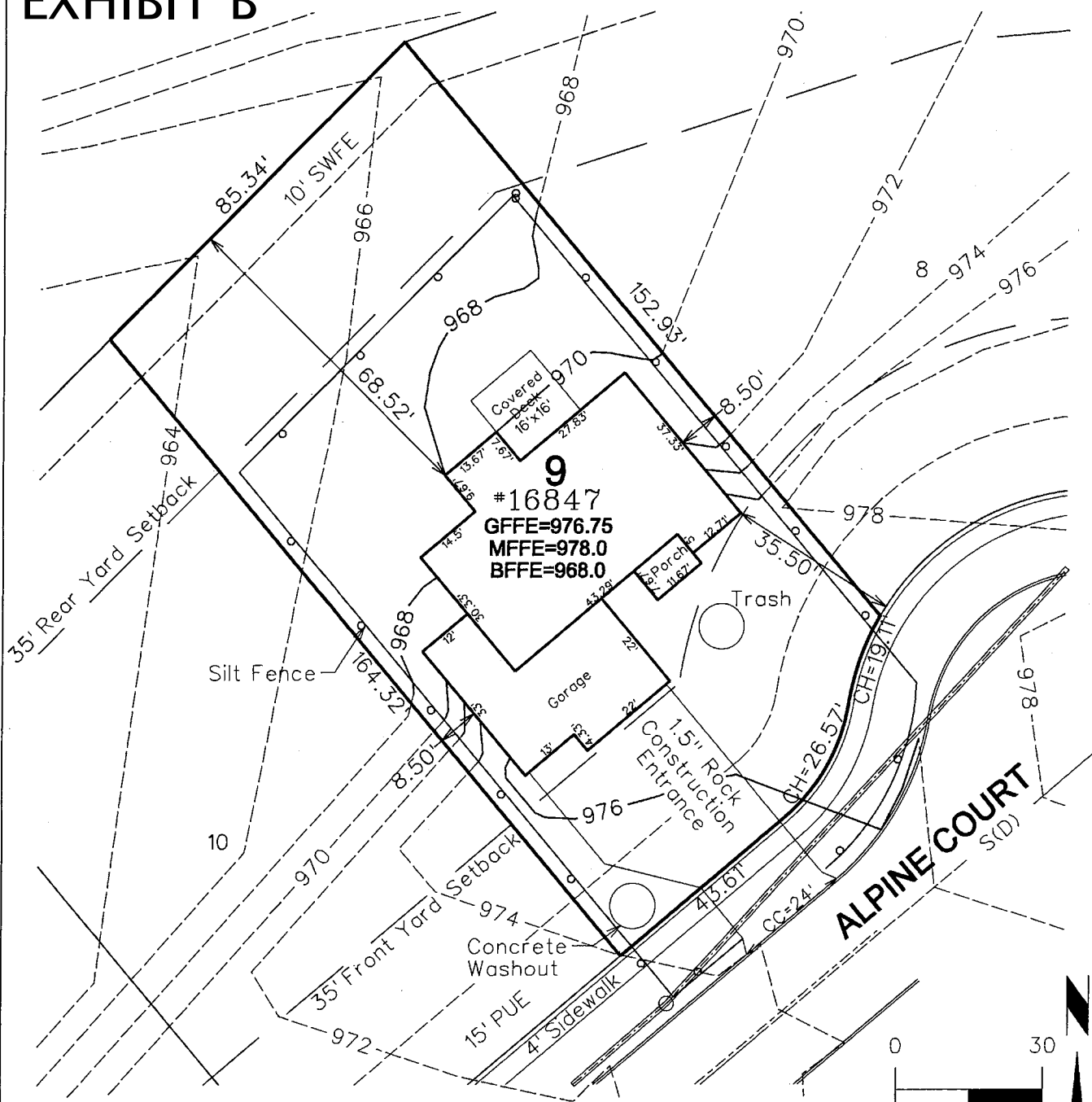
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 3 LOT 9

EXHIBIT B

SITE PLAN



ZONING: R-1
MINIMUM REQUIREMENTS:
FRONT YARD - 35'
REAR YARD - 35'
SIDE YARD - 8'

ADDRESS: 16847 ALPINE COURT
CLIVE, IA
HOUSE PLAN: CUSTOM RANCH

NOTES:
1) RESTORE DRAINAGE SWALE TO ORIGINAL DEVELOPMENT DESIGN ELEVATIONS
2) NO STORAGE OF EXCAVATED MATERIALS IN OR RE-GRADING OF THE STORM WATER EASEMENT
3) SOD REQUIRED ON ENTIRE LOT

1ST CHOICE HOMES

WALNUT CREEK HILLS OF CLIVE PLAT 3, LOT 9

Revised: 10/28/11



SNYDER & ASSOCIATES
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 1

PN: 111.0327

PM:

DATE: 10/20/11

TECH: SLG

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16th day of August, 2025.

GRANTOR:

By: _____

Printed Name: Sarah A. Hayden

Owner(s) of Property Located at: 16885 Madison Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

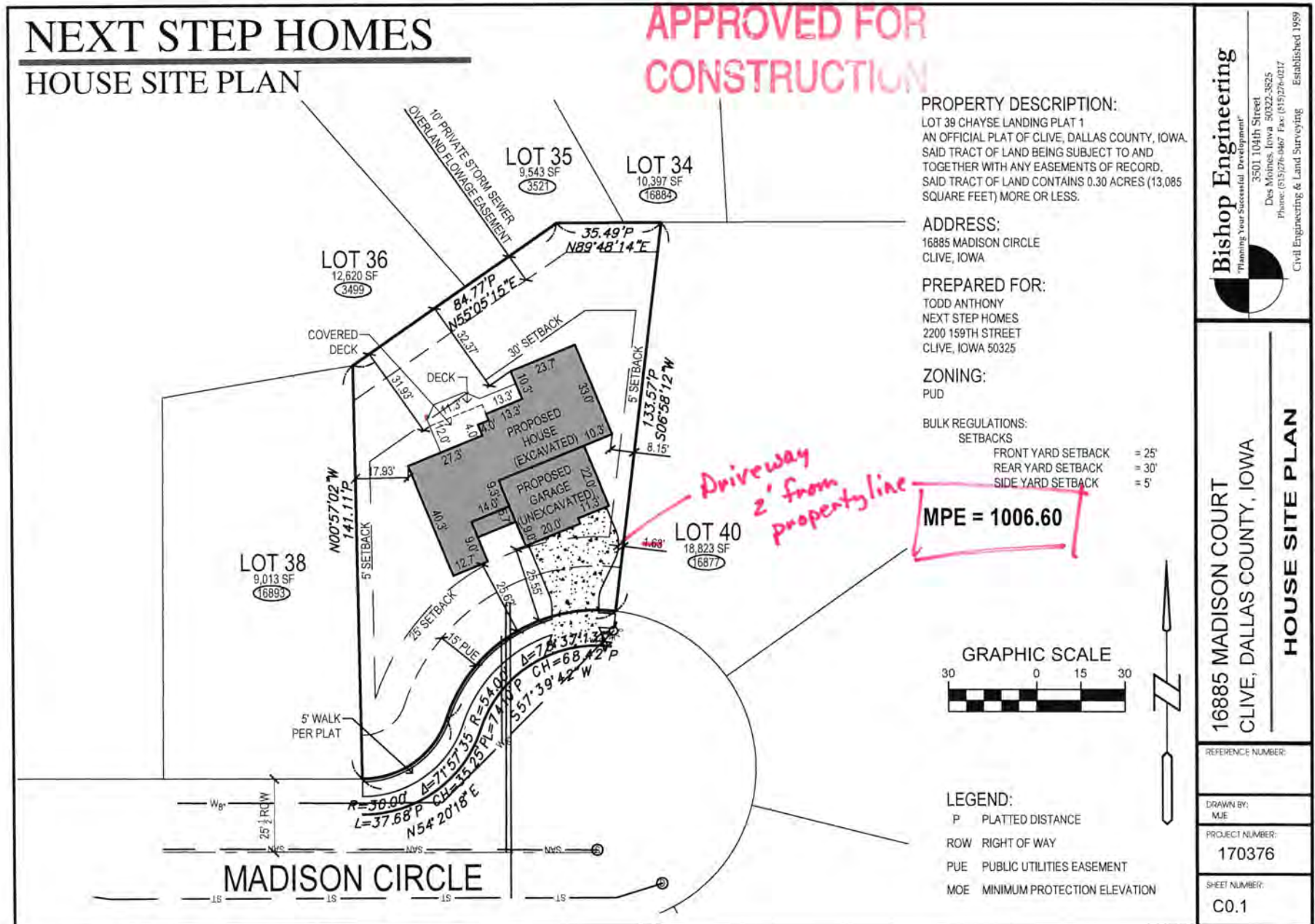
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

CHAYSE LANDING PLAT 1 LOT 39

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 3 day of August, 2025.

GRANTOR:

By: Gayle Klever

Printed Name: Gayle Klever

Owner(s) of Property Located at: 16889 BAXTER DR
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

CHAYSE LANDING PLAT 1 LOT 10

DESTINY HOMES

16889 BAXTER DR. CLIVE
LOT 10 IN CHAYSE LANDING PLAT I

EXHIBIT B

APPROVED FOR
CONSTRUCTION

APPROXIMATE AREAS:
LOT TOTAL: 14,129 SQ FT
HOUSE, DECK: 2,954 SQ FT
CONCRETE: 785 SQ FT

APPROXIMATE ELEVATIONS:
BASEMENT=1000.0
GARAGE=1008.0



PROJECT #
201815

DATE 9/27/18



ASSOCIATED ENGINEERING
COMPANY OF IOWA

1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 28 day of July, 2025.

GRANTOR:

By: 

Printed Name: Daniel J Stieler

Owner(s) of Property Located at: 16934 AIRLINE DR
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

VERONA HILLS SOUTH PLAT 3 LOT 23

EXHIBIT B

GRAYHAWK HOMES
HOUSE SITE PLAN

LEGAL DESCRIPTION:
LOT 23 VERONA HILLS SOUTH PLAT 3, AN OFFICIAL PLAT IN THE CITY
OF CLIVE, DALLAS COUNTY, IOWA.
SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY
AND ALL EASEMENT OF RECORD.
SAID TRACT OF LAND CONTAINS 0.22 ACRES (9,756 SF) MORE OR LESS.

ADDRESS:
16934 AIRLINE DRIVE
CLIVE, IOWA 50325

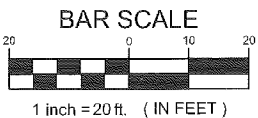
OWNER:
GRAYHAWK HOMES, INC.
2301 AIRPORT THRUWAY
COLUMBUS, GA 31904

ZONING: R-2
BUILDING SETBACKS:
FRONT=30'
SIDE=8'
REAR=35'

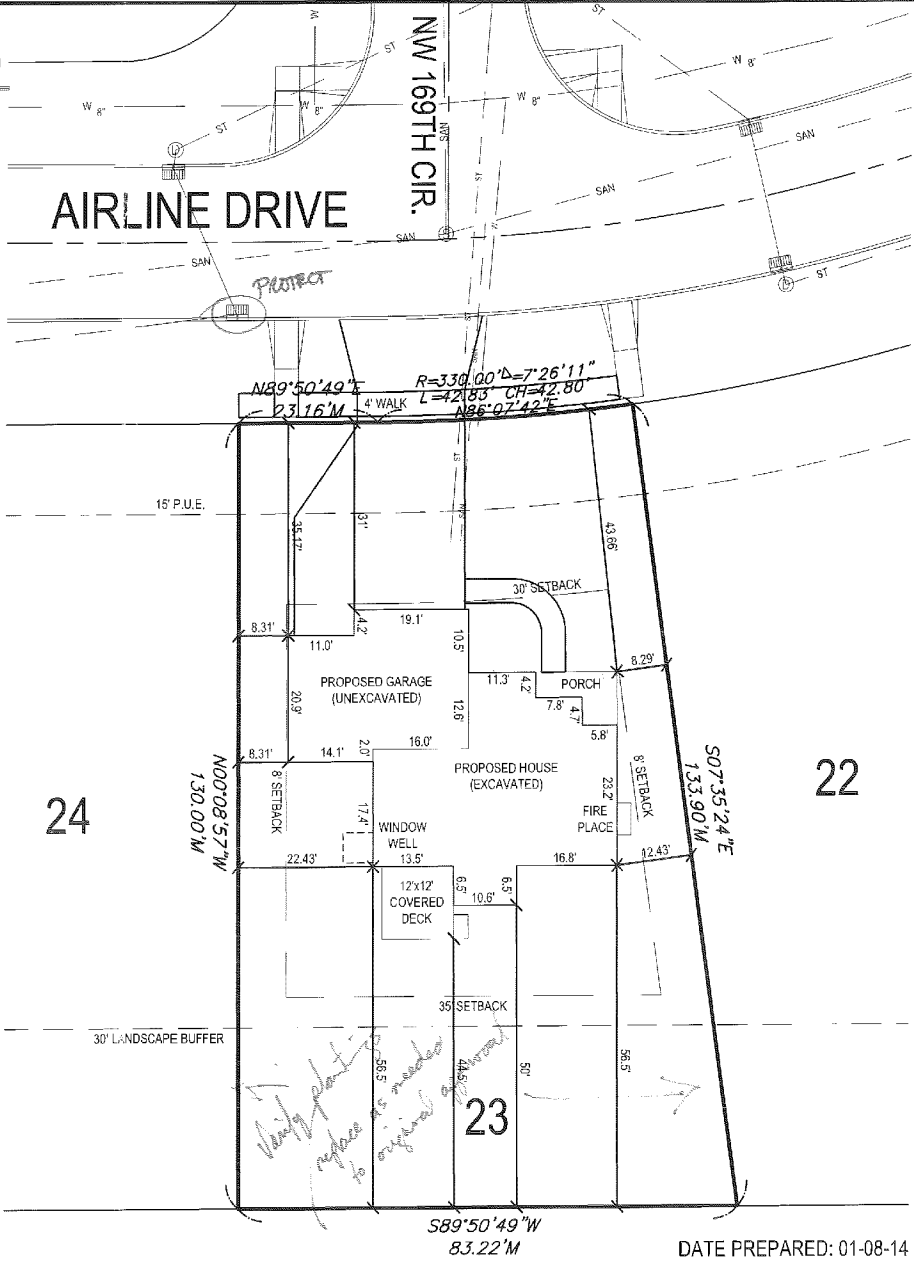
QUANTITIES:
SOD = 7,200 SF
APPROACH = 330 SF
DRIVEWAY = 850 SF
PUBLIC WALK = 70 SF
SERVICE WALK = 100 SF

BENCHMARK:
CITY OF CLIVE BENCHMARK #36
CENTER OF CREEKSIDE CIRCLE CUL-DE-SAC
ELEVATION=928.107'

- SURVEY LEGEND:
- SECTION CORNER- FOUND AS NOTED
 - PROPERTY CORNER- FOUND AS PLATTED
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - D DEEDED DISTANCE
 - P.R.A. PREVIOUSLY RECORDED AS
 - R.O.W. RIGHT-OF-WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING



APPROVED FOR
CONSTRUCTION



Bishop Engineering
Planning Your Successful Development

3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515) 276-0467 Fax: (515) 276-0217
Civil Engineering & Land Surveying
Established 1959

LOT 23 VERONA HILLS SOUTH PLAT 3
16934 AIRLINE DRIVE

HOUSE SITE PLAN

1/10/2014 1:35:23 PM LSC

REFERENCE NUMBER:
DRAWN BY:
EWM
PROJECT NUMBER:
140003-1
SHEET NUMBER:
1 OF 2

DATE PREPARED: 01-08-14

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.



GRANTOR:

By: Joshua Wade

Printed Name: Joshua Wade

Owner(s) of Property Located at: 3567 NW 164TH ST
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

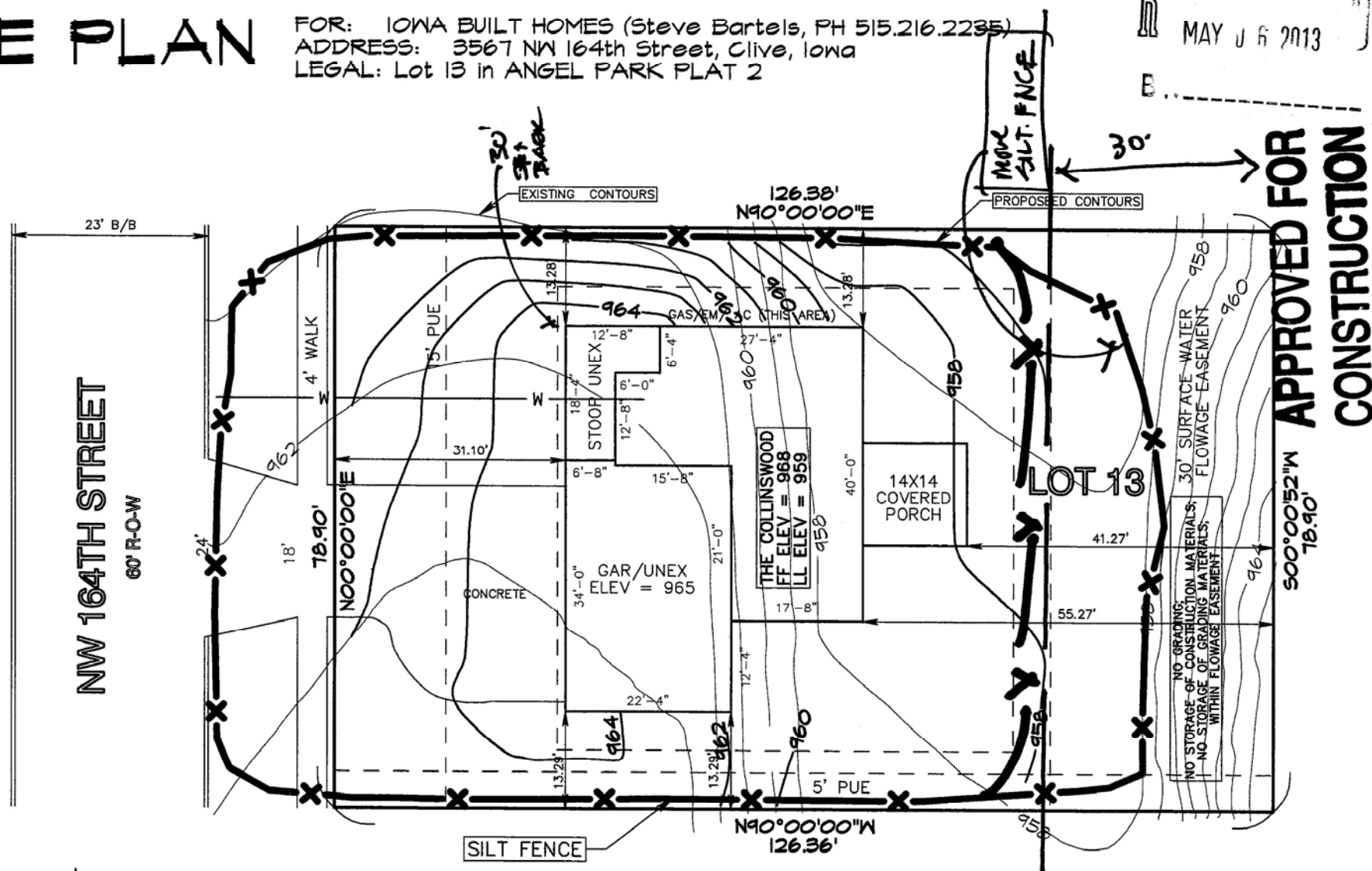
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 13

SITE PLAN

RECEIVED
MAY 06 2013



revised 5/4/13
revised 5/2/13
DATE: 4/21/13
SCALE: 1"=20'

JOB # 4197 SP

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

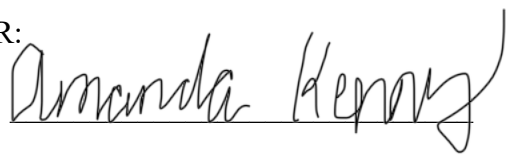
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 17th day of August, 2025.

GRANTOR:

By: 

Printed Name: Amanda Kenny

Owner(s) of Property Located at: 3663 Berkshire Pkwy
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

VERONA HILLS SOUTH PLAT 2 LOT 11

DJR CONSTRUCTION
LOT 11 VERONA HILLS
SOUTH PLAT 2
3663 BERKSHIRE
PARKWAY, CLIVE

**APPROVED FOR
CONSTRUCTION**

EXHIBIT B

M:\Land Projects 3\PROJECTS\CH44400\CH44428 HOUSE.dwg, HOUSE, 5/13/2014 3:25:08 PM, Brad, 1:30

NO GRADING OR
STORAGE OF
EXCAVATED
MATERIAL ALLOWED
IN OVERLAND
FLOWAGE EASEMENT

MAINTAIN 1/2" CLEAN
ROAD STONE
CONSTRUCTION
ENTRANCE UNTIL
SLAB IS IN PLACE

CONCRETE
WASHOUT
AREA

D=0°58'33"
R=1080.00'
L=18.40'
T=9.20'
CH=18.40'
CH BR=553°17'53"E

SKYLINE
HONEYLOCUST
(1) 2" cal.

RED MAPLE (1)
2" cal.

PRESERVE
SWALE AND
RESTORE
SOD AS
NEEDED

SILT
FENCE
(TYP)

12'x12'
COVERED
DECK

GARAGE
GFE=984.20

HOUSE
FFE=986.80
BFE=977.00

DUMPSTER
LOCATION

COACH
LIGHT

NOTE: TRAIL
TO BE STAKED
BY AN ENGINEER

PINE (1)
6' ht.

REQUIRED
SILT FENCE

SETBACKS
FRONT - 40'
REAR - 35'
SIDE - 8'

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th Street, Suite 800, West Des Moines, IA 50265
Phone: (515) 224-1344 Fax: (515) 224-1345

0 15 30
SCALE: 1"=30'
DATE: 4-3-2014
JOB NUMBER
CH
4428



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

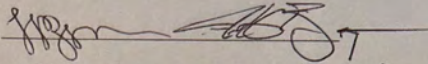
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 2025.

GRANTOR:

By: 

Printed Name: Tasha Borgman #1687 Borgman

Owner(s) of Property Located at: 16446 PHOENIX DR
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

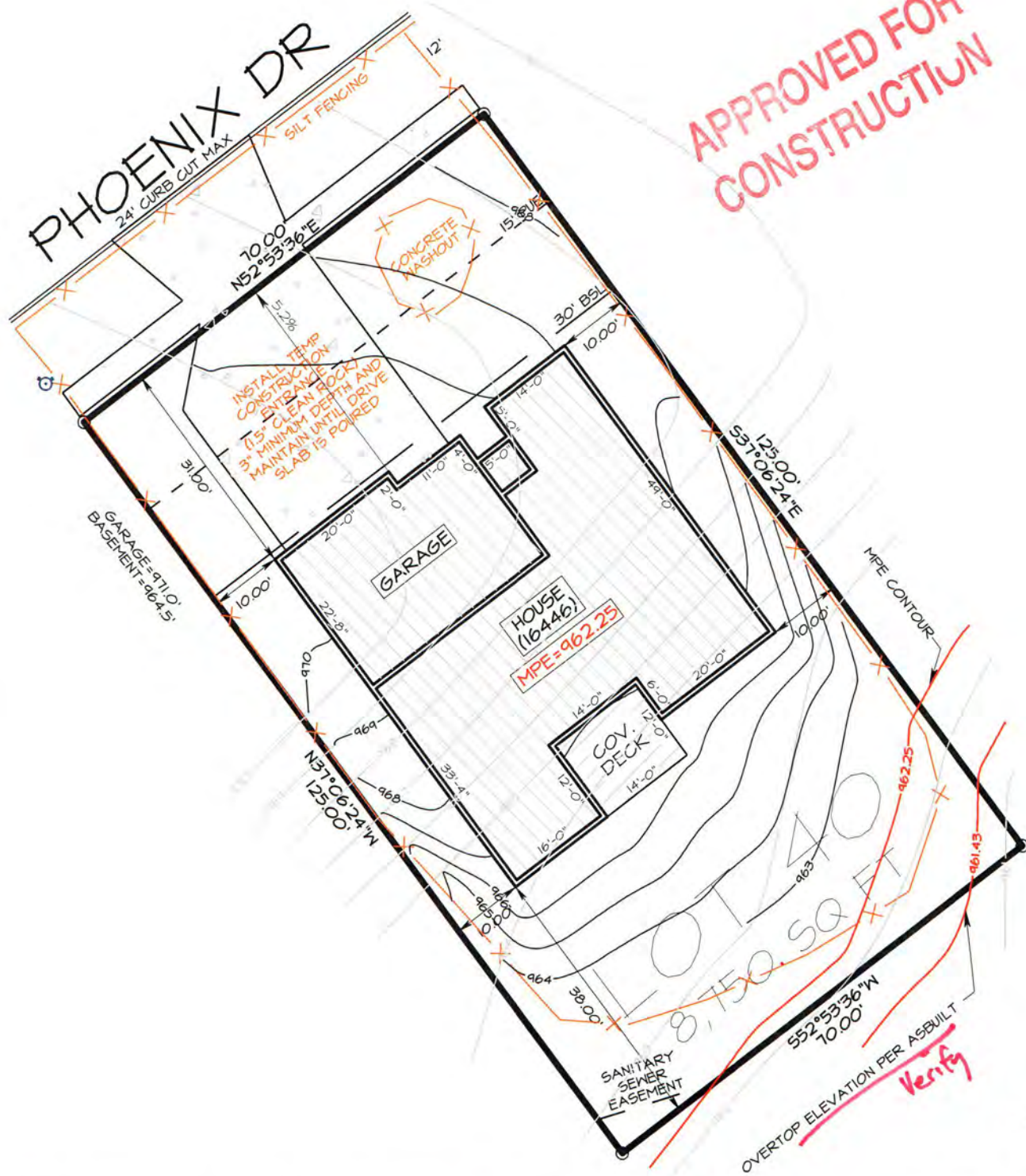
EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 40

PRINTED: Fri Nov 1 2013 11:40 14AM

LEGAL: Lot 40 in
ANGEL PARK PLAT 2

APPROVED FOR
CONSTRUCTION



PROJECT# 501024

2917 Martin Luther King Jr. Pkwy Des Moines, IA 50310 Phone: (515) 255-3156 Fax: (515) 255-3157

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16th day of August, 2025.

GRANTOR:

By: Lesia D. Schafer

Printed Name: Lesia D. Schafer

Owner(s) of Property Located at: 16897 ALPINE CT
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

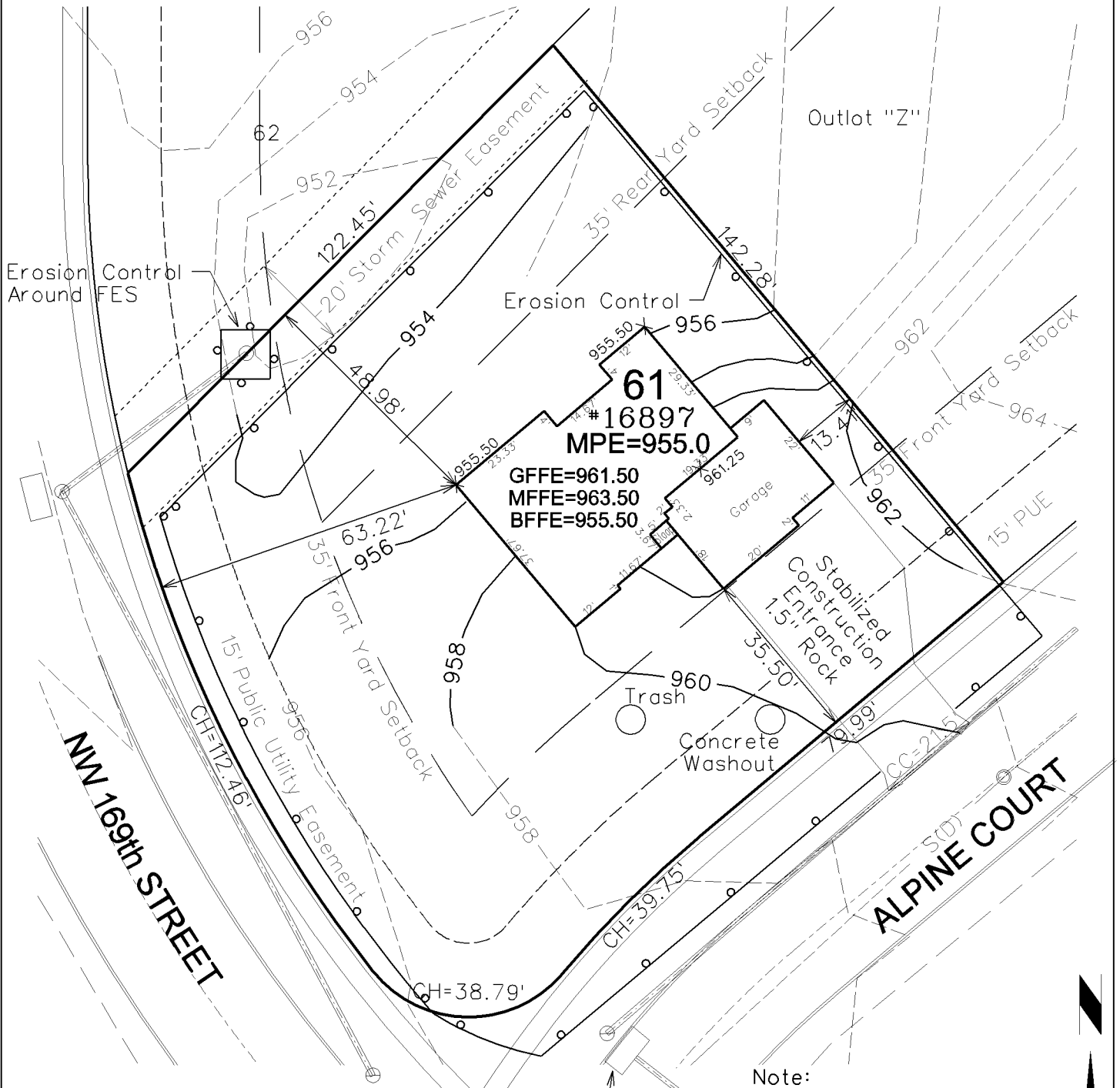
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 61

EXHIBIT B

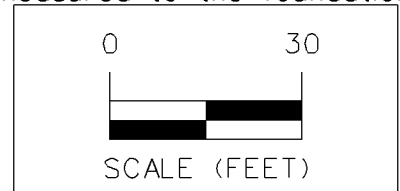
SITE PLAN



ZONING: R-1
 MINIMUM REQUIREMENTS:
 FRONT YARD - 35'
 REAR YARD - 35'
 SIDE YARD - 8'
 ADDRESS: 16897 ALPINE COURT
 CLIVE, IA
 HOUSE PLAN: CHEYENNE 2

Basket Type Erosion
 Control Around Intake

Note:
 All dimensions shown are
 measured to the foundation



HAPPE HOMES

WALNUT CREEK HILLS OF CLIVE PLAT 2, LOT 61

Revised: 6/7/11



SNYDER & ASSOCIATES
 Engineers and Planners

2727 S.W. SNYDER BLVD.
 ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 1

PN: 111.0071

PM:

DATE: 5/26/11

TECH: SLG

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 4th day of August, 2025.

GRANTOR:

By: 

Printed Name: Mike Tigges

Owner(s) of Property Located at: 1433 NW 102nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

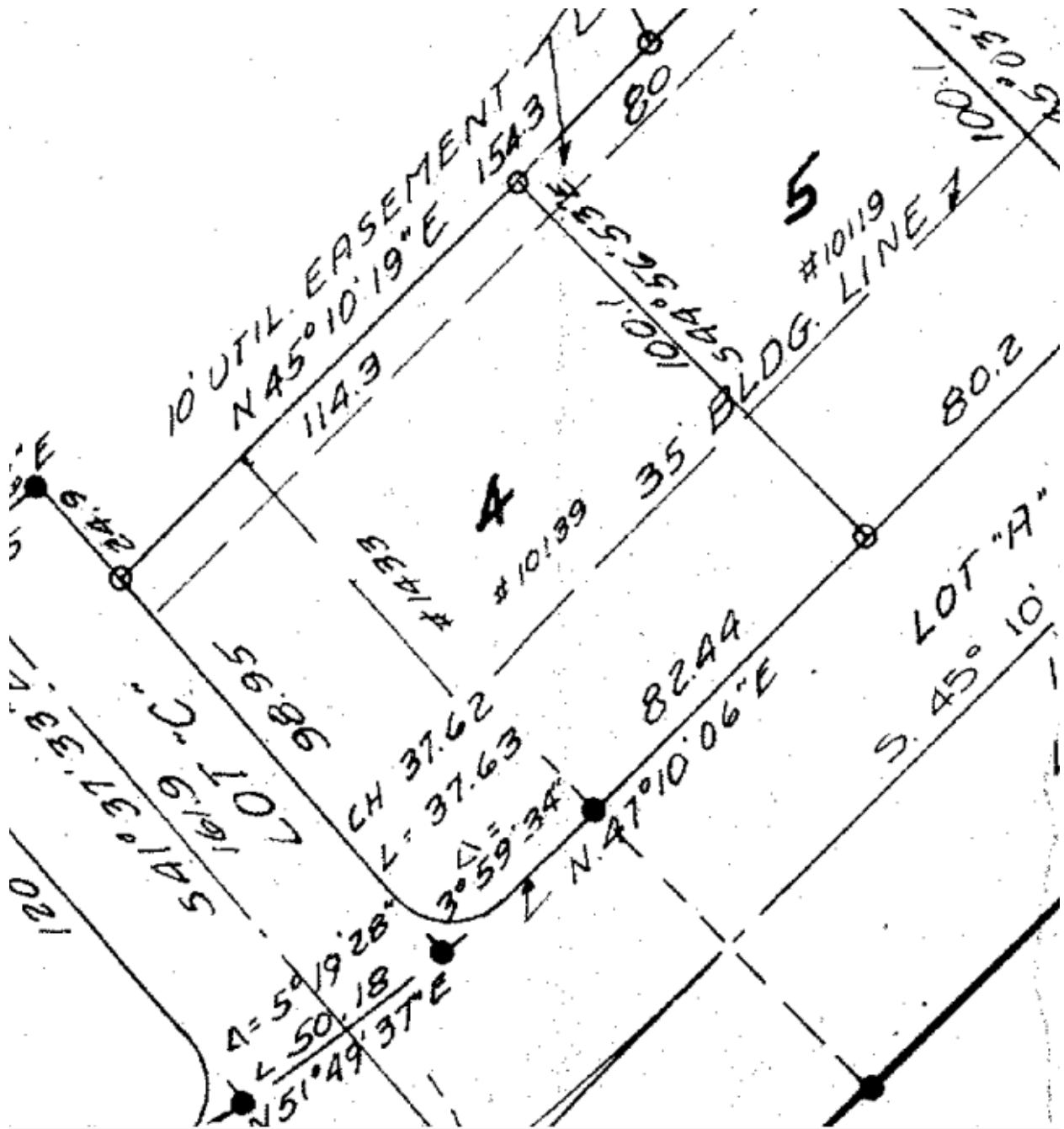
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LT 4 INDIAN HILLS PLAT 7

EXHIBIT B

INDIAN HILLS PLAT 7 LOT 4



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City csot-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29th day of July, 2025.

GRANTOR:

By:

Matt McQuillen

Printed Name: Matt McQuillen

Owner(s) of Property Located at: 1438 NW 122nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 46 WELLINGTON RIDGE PLAT 1

7636 SQ FT
EXHIBIT B
WELLINGTON RIDGE PLAT 01 LOT 46
589°53'15"E 110.50'

60' R.O.V.
30.00' 30'

67.09'

1438

46

9923 SQ FT

S54°00'00"E 153.51'

47

12511 SQ FT

43.72'
38.00'
N41°57'41"E

S21°30'00"E

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18th day of August, 2025.

GRANTOR:

By: Chris Rich

Printed Name: Chris Rich

Owner(s) of Property Located at: 1438 NW 122nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 46 WELLINGTON RIDGE PLAT 1

EXHIBIT B

WELLINGTON RIDGE PLAT 01 LOT 46



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15th day of August, 2025.

GRANTOR:

By: 

Printed Name: Russell Vannorsdel

Owner(s) of Property Located at: 1546 NW 123rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LT 72 WELLINGTON RIDGE PLAT 3

EXHIBIT B – LEGAL DESCRIPTION

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in EXHIBIT A, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29th day of July, 2025.

GRANTOR:

By: 

Printed Name: Joseph Jack Taddeo

Owner of Property Located at: 1563 NW 90th Ct.
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

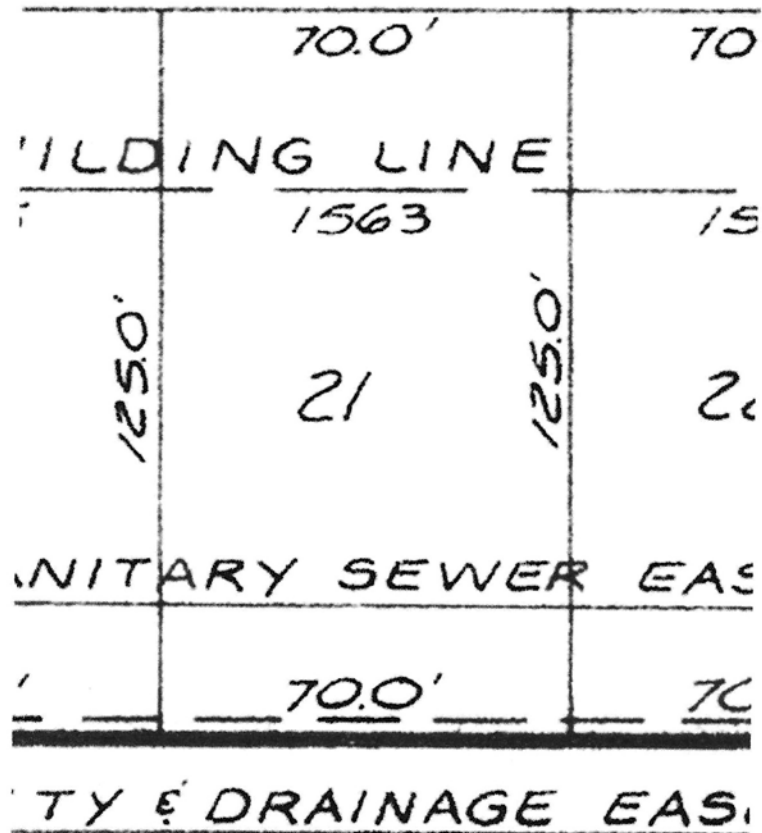
LOT 21 ARBOR OAKS ESTS PLAT 3

EXHIBIT B

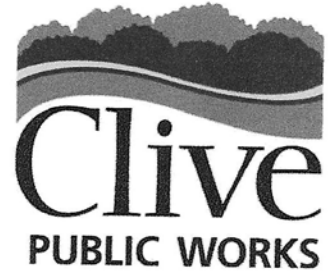
ARBOR OAKS ESTATES PLAT 03 LOT 21

FEET)

532.0'



S NANCY A.
GRUBB



Public Works Department
2123 NW 111th St
Clive, IA 50325
(515)223-6231
(515)223-6013 Fax
www.cityofclive.com

July 24, 2025

Susan Kraus and Jack Taddeo
1563 NW 90th Ct
Clive, IA 50325

Email address: susanskraus@gmail.com; jacktaddeo11@gmail.com
Mobile number:

SQR OFFER #25-039

City of Clive Soil Quality Restoration for Property:

Exhibit description:

LOT 21 ARBOR OAKS ESTS PLAT 3

Total Area Treated, sq. ft.	Total Cost	City Share	Property Owner Share
4771.130103999998	\$524.8243	\$262.4122	\$262.4122

**Click here to pay. (You will need to round
up or down to the nearest penny.)**

Deadline: 5 p.m. Monday, Aug 18, 2025

Questions? Need more information before proceeding? Watch your
email inbox for a webinar invitation.



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16 day of August, 2025.

GRANTOR:

By: Amber N. Greves

Printed Name: Amber N. Greves

Owner(s) of Property Located at: 1615 NW 101st St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

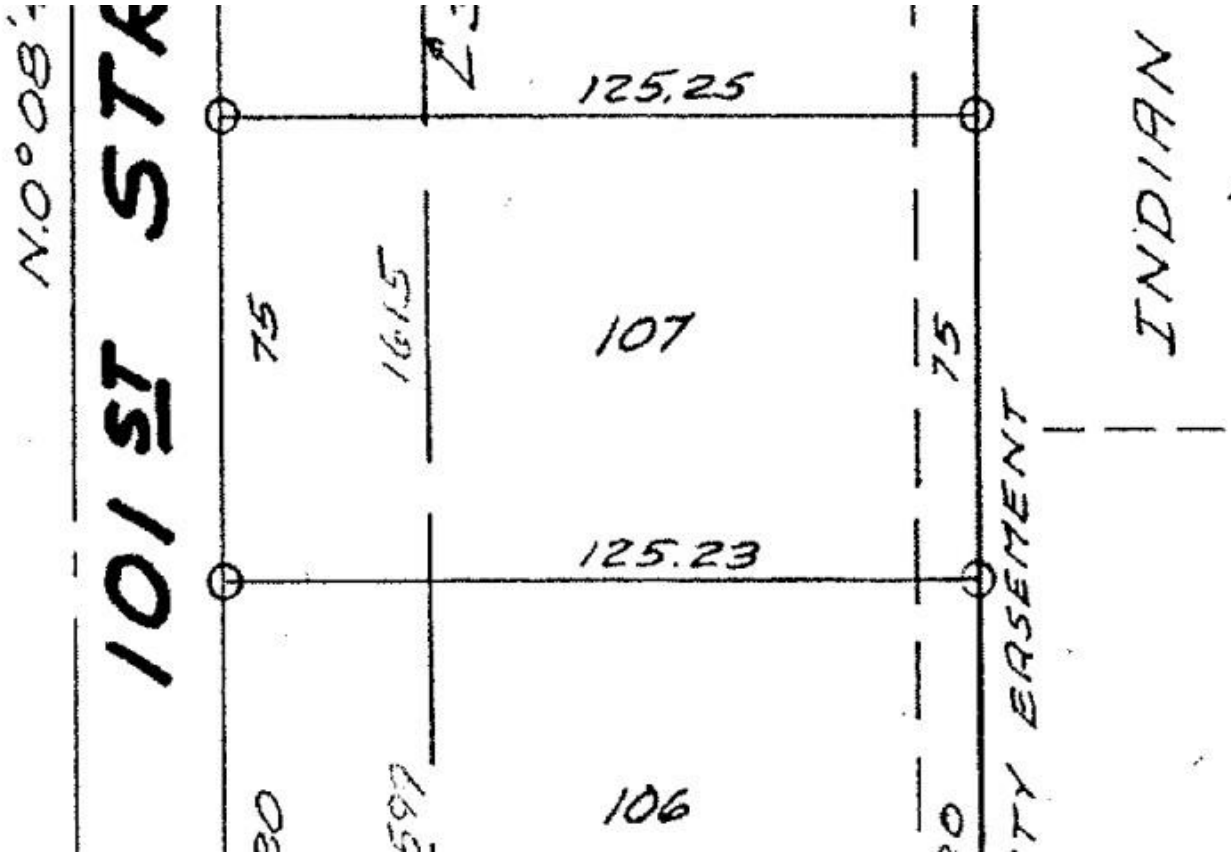
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LT 107 INDIAN HILLS PLAT 8

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 7th day of August, 2025.

GRANTOR:

By: Chuck Ortner

Printed Name: Chuck Ortner

Owner(s) of Property Located at: 1678 NW 99th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

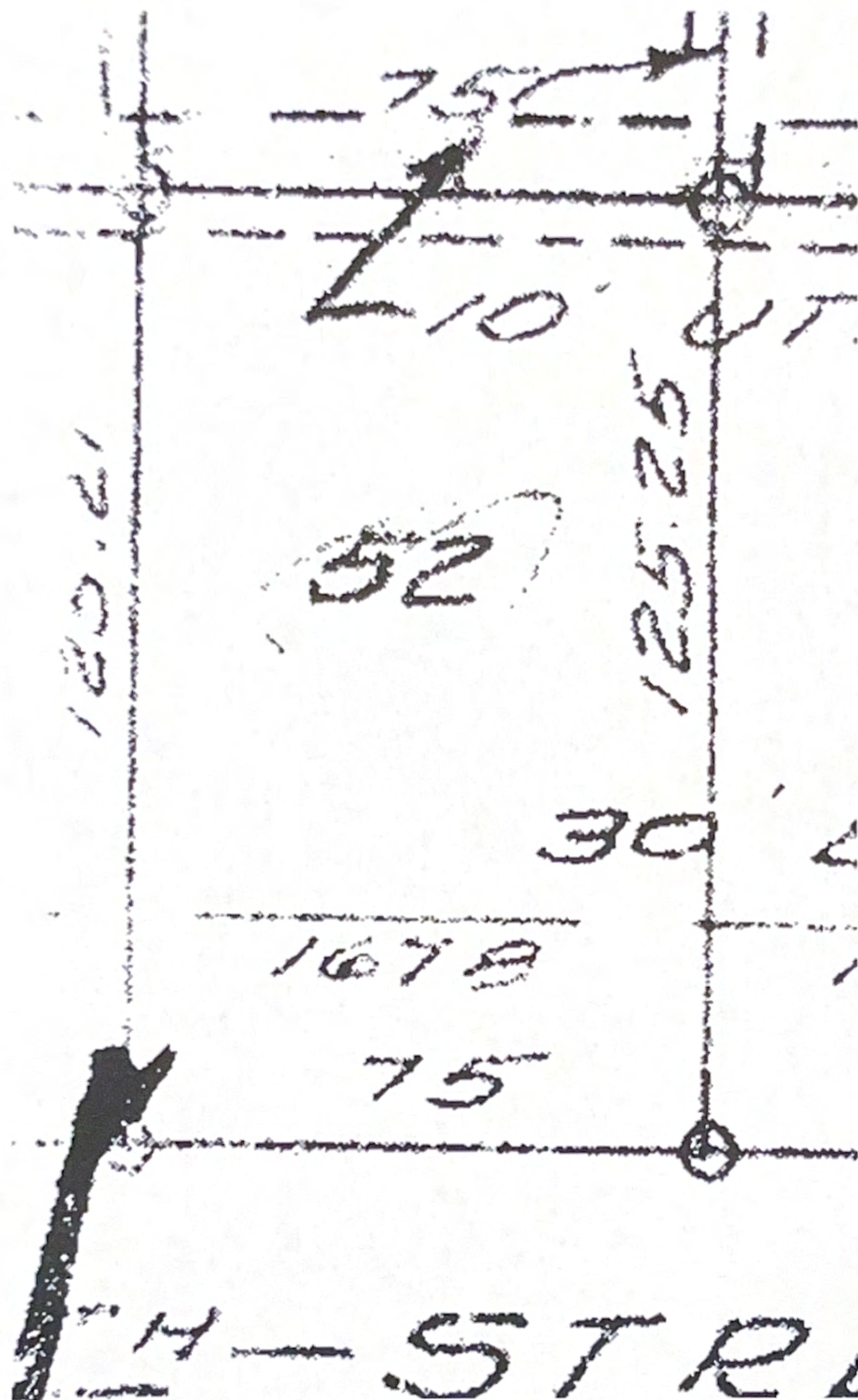
EXHIBIT A – LEGAL DESCRIPTION

LT 52 INDIAN HILLS PLAT 5



EXHIBIT B

INDIAN HILLS PLAT 05 LOT 52



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 30 day of July, 2025.

GRANTOR:

By: 

Printed Name: Brian Tebipre

Owner(s) of Property Located at: 1704 Rio Valley Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

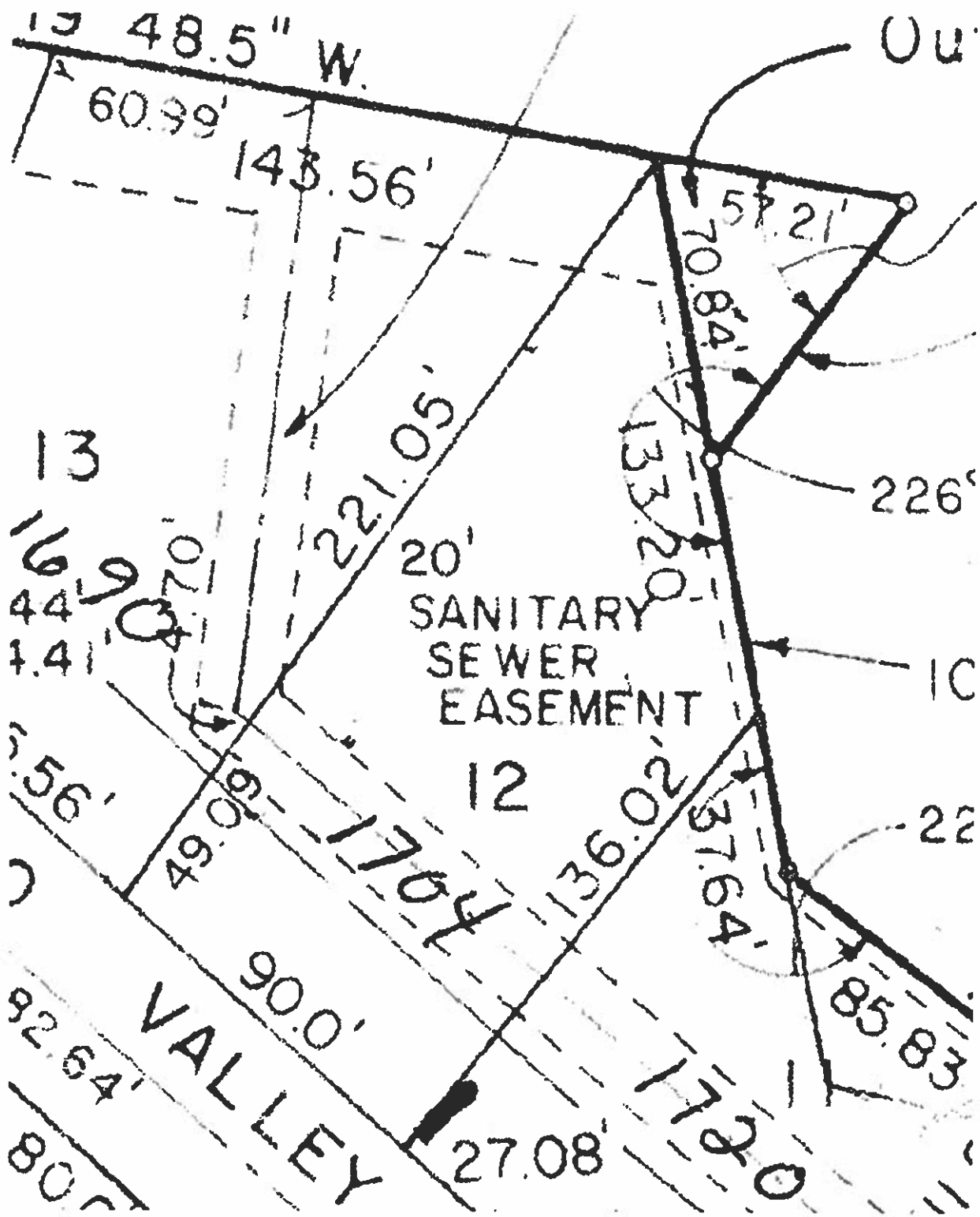
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 12 RIO VALLEY ESTATES PLAT 2

EXHIBIT B

RIO VALLEY ESTATES PLAT 2 LOT 12



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 14th day of August, 2025.

GRANTOR:

By:

Printed Name:

Owner(s) of Property Located at: 1756 NW 103rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

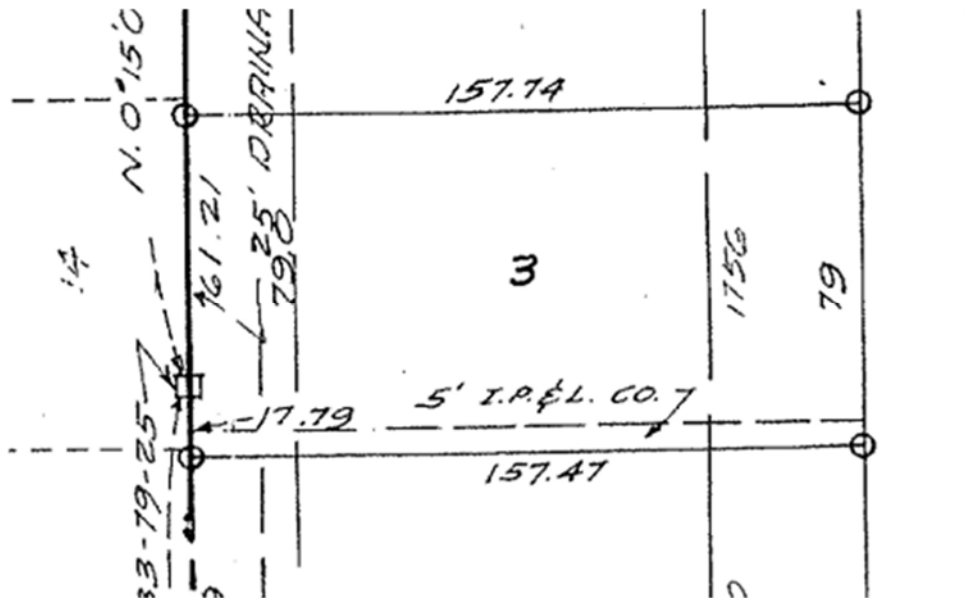
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LT 3 INDIAN HILLS PLAT 8

EXHIBIT B

INDIAN HILLS PLAT 08 LOT 3



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 30 day of July, 2025.

GRANTOR:

By: Daycen S. Douglass

Printed Name: Daycen Douglass

Owner(s) of Property Located at: 1861 NW 87th Pl
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2025.

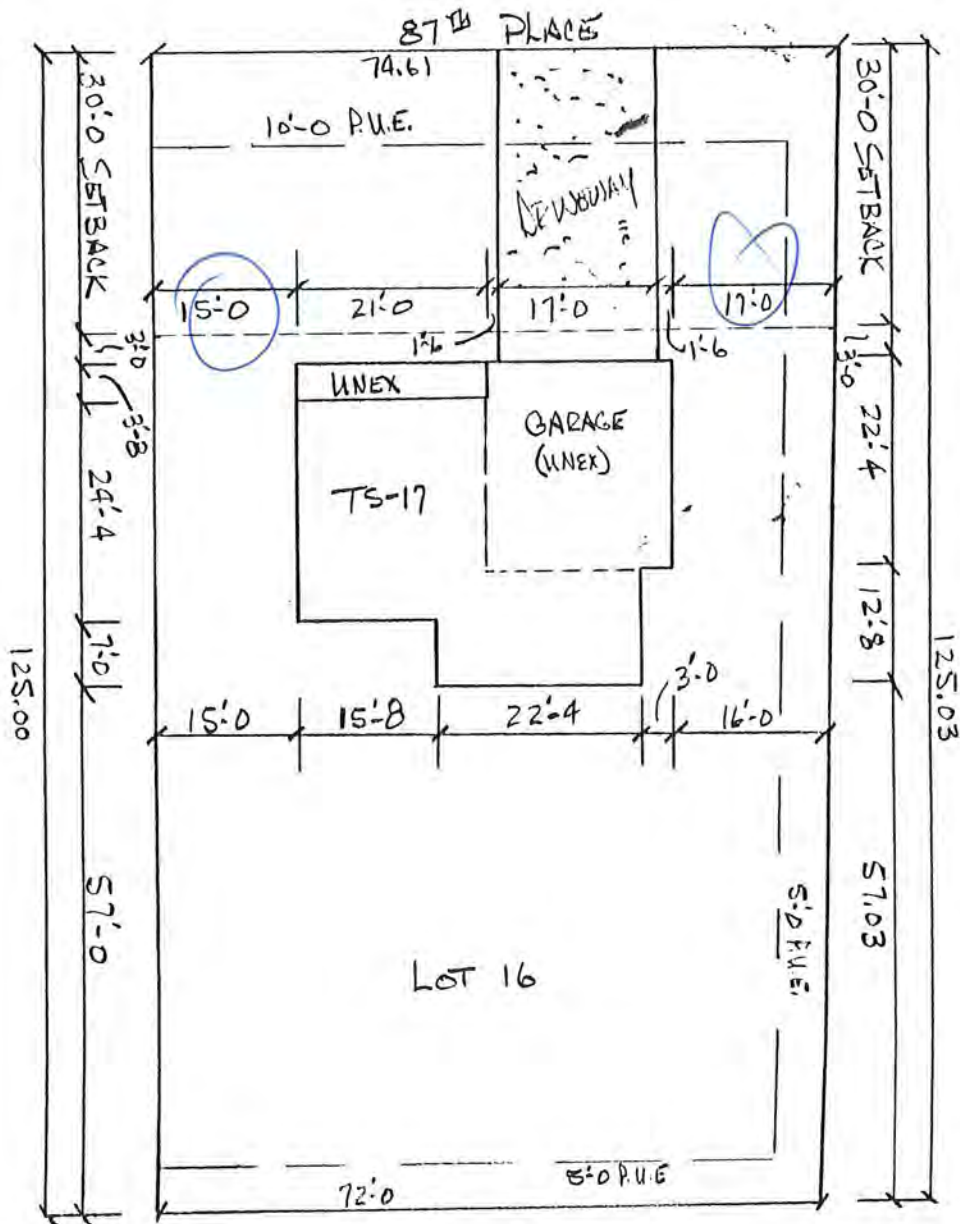
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 16 WESTVIEW BEND PLAT 3

EXHIBIT B LEGAL: LOT 16 WESTVIEW E&ND FLAT 3
ADDRESS: 1861 87TH PLACE
PLAN: TS-17
DATE: 11-10-92 

N 



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as **EXHIBIT B** ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 3rd day of August, 2025.

GRANTOR:

By: William & Barbara Seglar

Printed Name: William & Barbara Seglar

Owner(s) of Property Located at: 1985 Country Club
Blvd

Clive, Iowa 50325

E-mail: bb.segla@gmail.com
William : (515) 300-0256
Barbara : (515) 577-2540

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

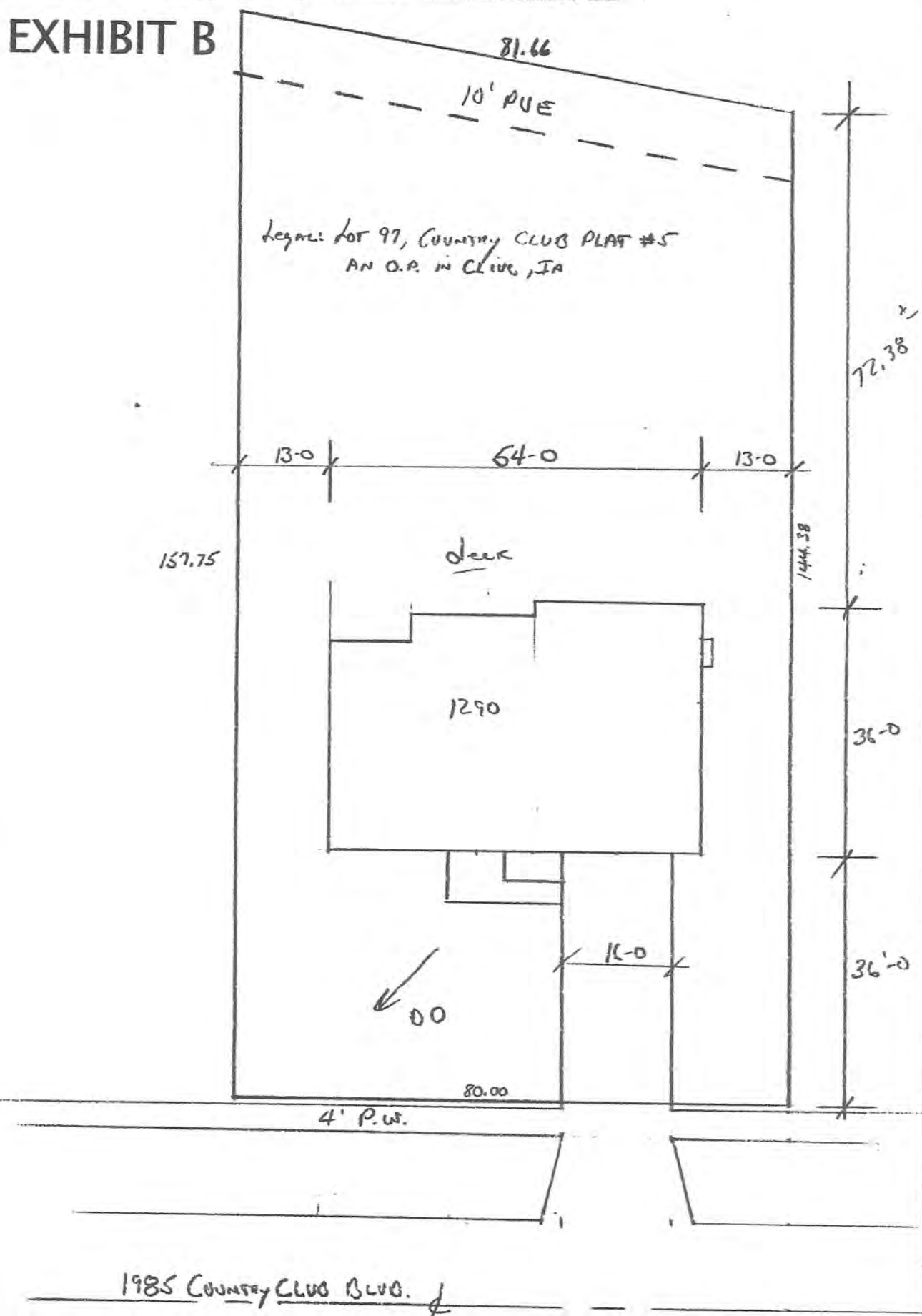
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 97 COUNTRY CLUB PLAT 5

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: Sara A. Hickman

Printed Name: Sara A Hickman

Owner(s) of Property Located at: 2035 NW 129th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

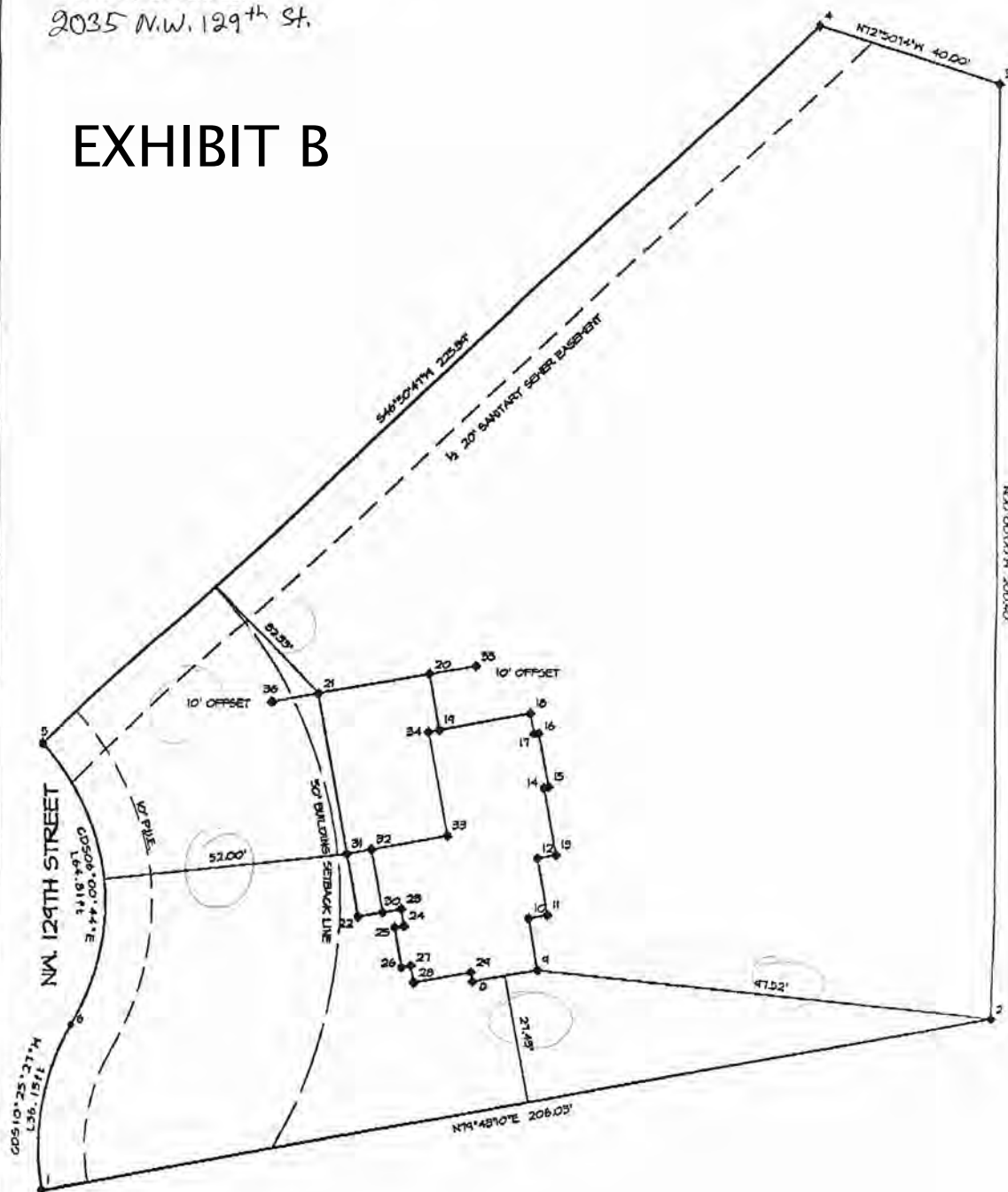
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 4 THE WOODLANDS PLAT NO 3

2035 N.W. 129th St.

EXHIBIT B



SCALE 1:200
DATE: MAY 19, 1994



CEC

CIVIL ENGINEERING CONSULTANTS, INC.
2400 BATH STREET #12, DES MOINES, IOWA 50323

L-4351

Post-It™ brand fax transmittal memo 7671		# of pages * 1
To <i>Tim McDele</i>	From <i>Pat Shepard</i>	
Co.	Co.	
Dept.	Phone #	
Fax # <i>252 7580</i>	Fax #	

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City csot-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29 day of July, 2025.

GRANTOR:

By: 

Printed Name: John Mickelson

Owner(s) of Property Located at: 2041 NW 130th Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LTS 10 & 11 THE WOODLANDS PLAT NO 3

GARRETT SHETTERLY
LOT 10 & 11 THE WOODLANDS PLAT NO.3
2041 NW 130TH CT. CLIVE, IA 50325

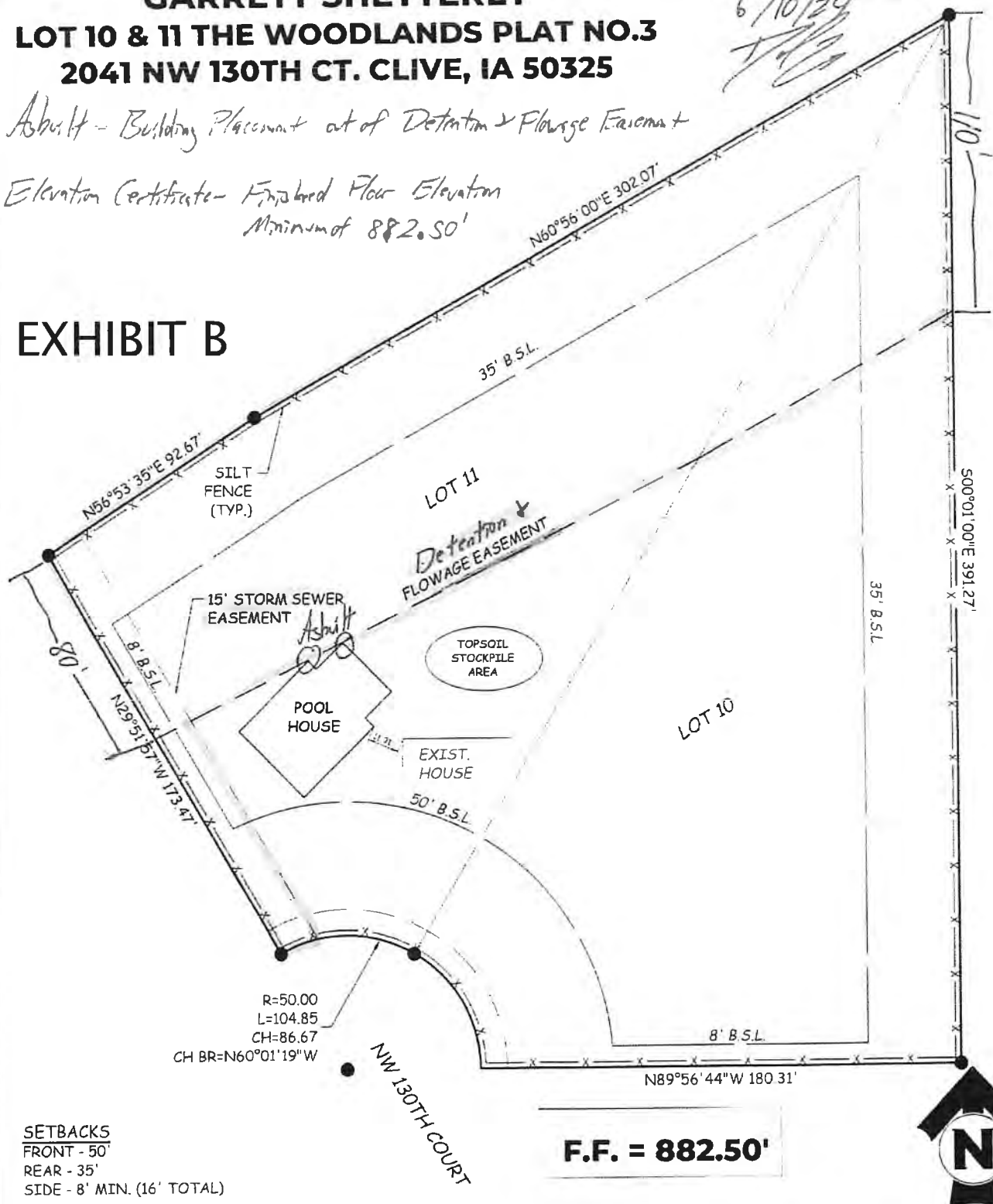
APPROVED

6/10/24
[Signature]

As-built - Building Placement out of Detention & Flowage Easement

*Elevation Certificate - Finished Floor Elevation
 Minimum of 882.50'*

EXHIBIT B



SETBACKS
 FRONT - 50'
 REAR - 35'
 SIDE - 8' MIN. (16' TOTAL)

DISCLAIMER:
 ANY F.F.E., G.F.E., OR B.F.E. SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ELEVATIONS WITH THE BUILDING PLANS AND SEWER DEPTH. ALL EXISTING GRADES ARE BASED ON APPROVED CONSTRUCTION DRAWINGS AND HAVE NOT BEEN FIELD VERIFIED.

 COOPER CRAWFORD & Associates Civil Engineers & Land Surveyors 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265 PHONE: (515) 224-1344 FAX: (515) 224-1345	0 25 50 SCALE: 1"=50' DATE: 5-20-2024
	JOB NUMBER CH 10209



Public Works Department
2123 NW 111th St
Clive, IA 50325
(515)223-6231
(515)223-6013 Fax
www.cityofclive.com

July 24, 2025

John Mickelson
2041 NW 130th Ct
Clive, IA 50325
Email address: mickelson.john@gmail.com
Mobile number:

SQR OFFER #25-074

City of Clive Soil Quality Restoration for Property:

Exhibit description:

LTS 10 & 11 THE WOODLANDS PLAT NO 3

Total Area Treated, sq. ft.	Total Cost	City Share	Property Owner Share
18165.94301600000 1	\$1998.253 7	\$999.126 9	\$999.126 9

**Click here to pay. (You will need to round
up or down to the nearest penny.)**

Deadline: 5 p.m. Monday, Aug 18, 2025

Questions? Need more information before proceeding? Watch your
email inbox for a webinar invitation.

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 30th day of July, 2025.

GRANTOR:

By: Jordan Reiner

Printed Name: Jordan and Katie Reiner

Owner(s) of Property Located at: 2074 NW 80th Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

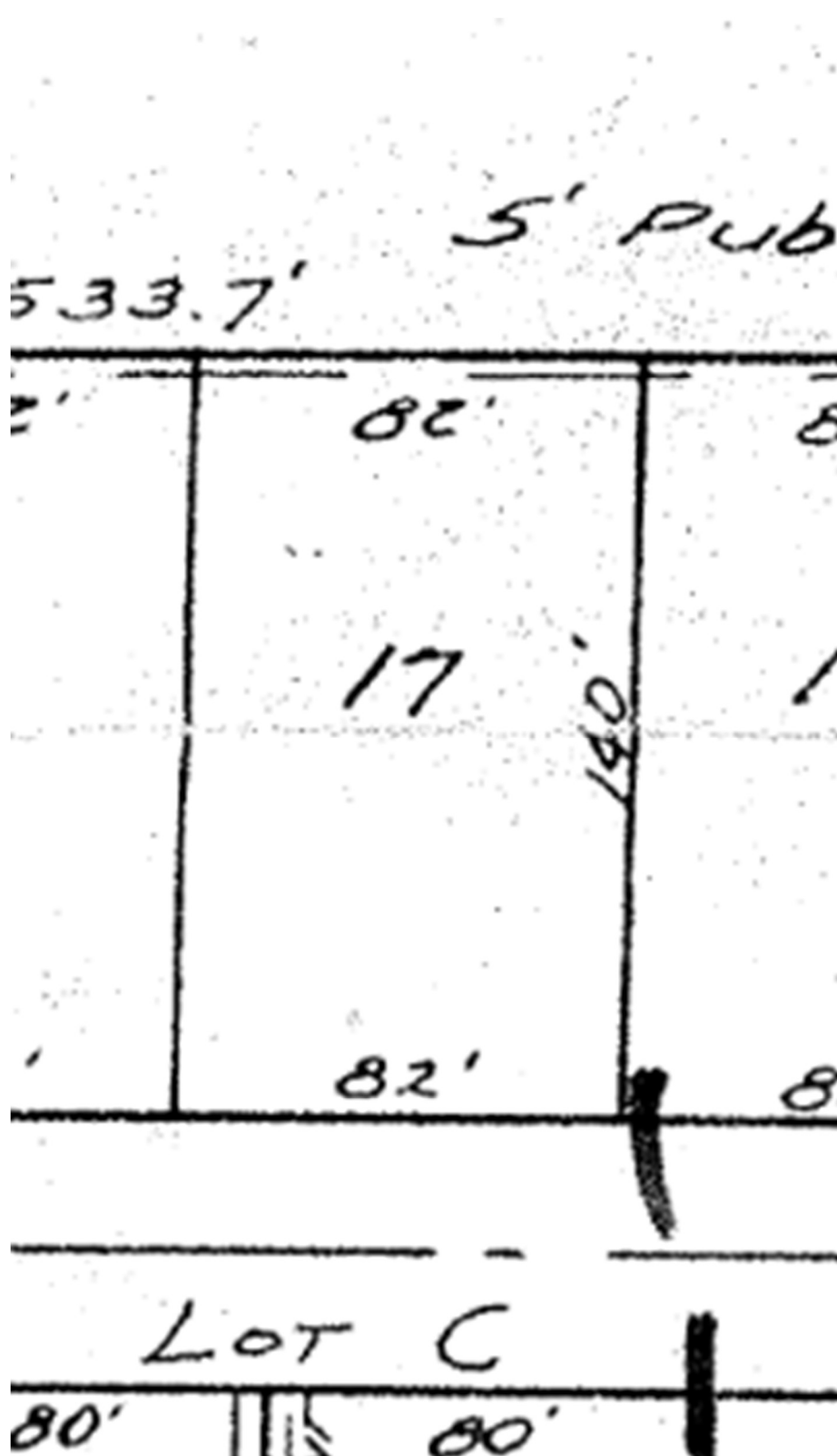
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 17 SUNRISE PARK PLAT NO 5

EXHIBIT B

SUNRISE PARK PLAT NO 05 LOT 17



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16 day of August, 2025.

GRANTOR:

By: Kristine Stone

Printed Name: Kristine Stone

Owner(s) of Property Located at: 2085 NW 137th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

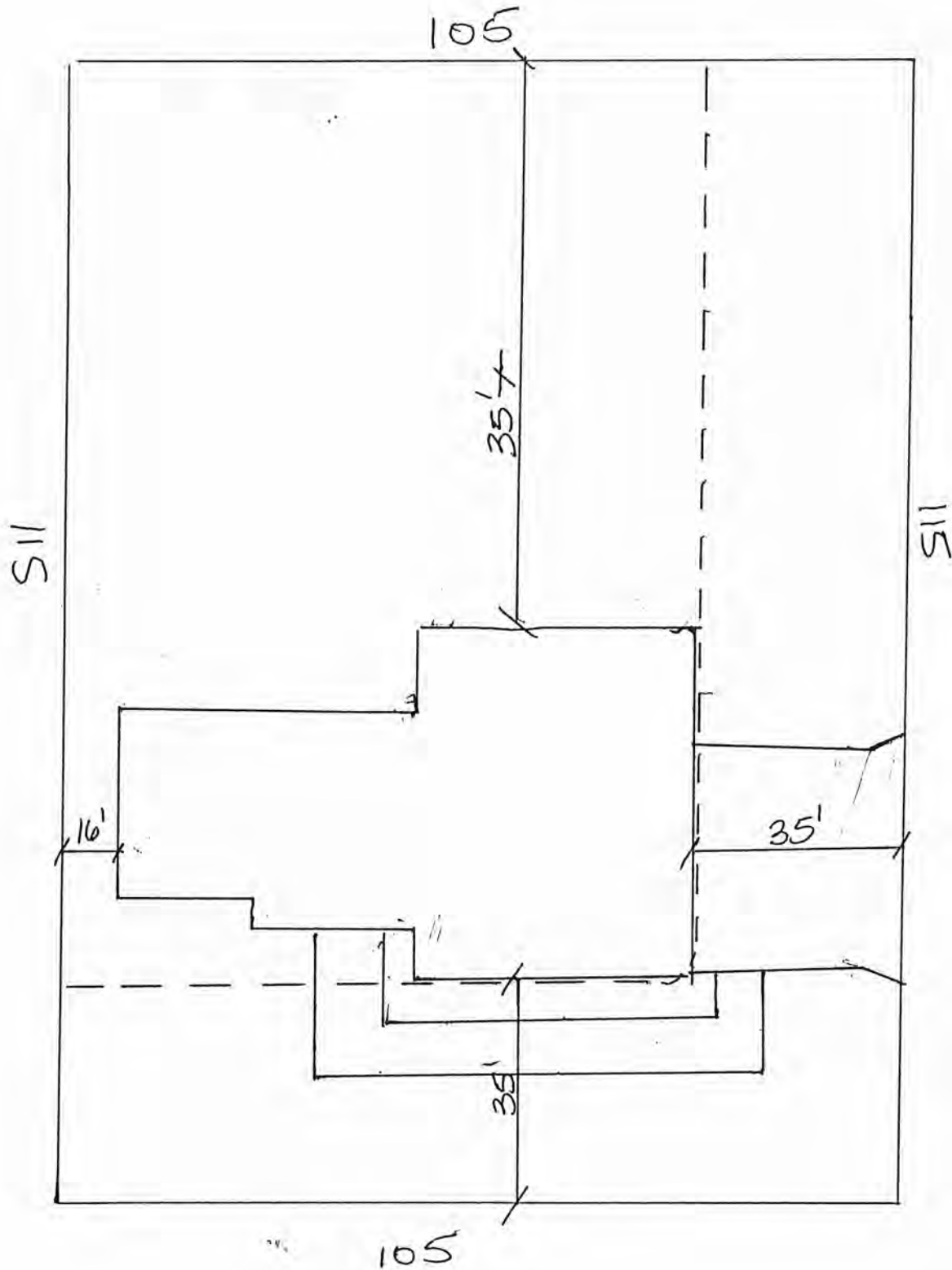
I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 51 COUNTRY CLUB PLAT 5



2085 NW 137th
LOT 51 COUNTRY CLUB PLATS

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as **EXHIBIT B** (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 8 day of August, 2025.

GRANTOR:

By: Barbara Clements

Printed Name: Barbara Clements

Owner(s) of Property Located at: 2462 NW 152nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

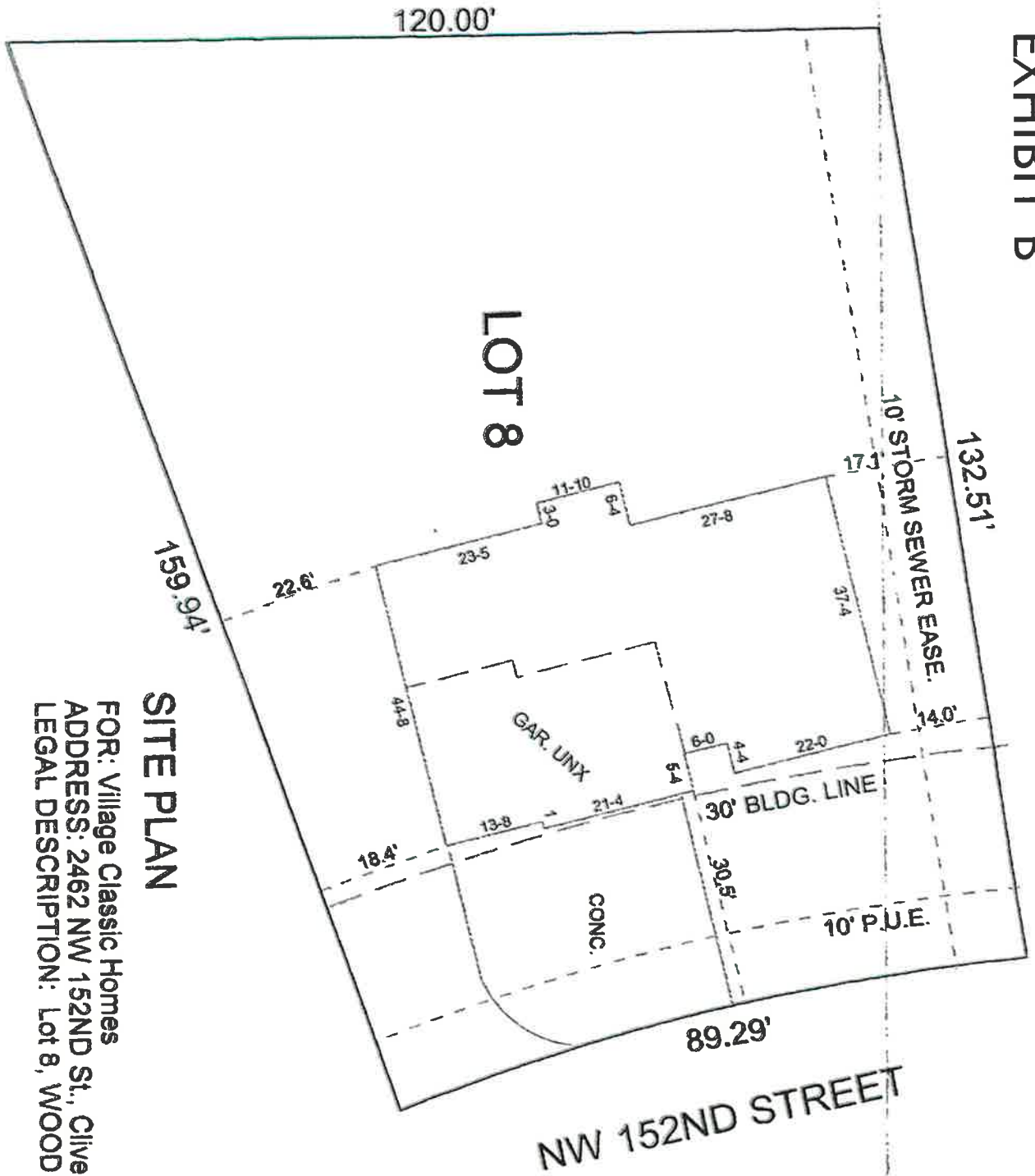
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WOOD CREEK PLAT 1 LOT 8

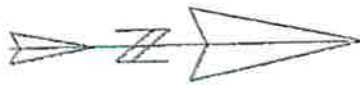
EXHIBIT B



SITE PLAN

FOR: Village Classic Homes
ADDRESS: 2462 NW 152ND St., Clive, Iowa
LEGAL DESCRIPTION: Lot 8, WOOD CREEK PLAT 1

SCALE 1" = 20'



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29 day of JULY, 2025.

GRANTOR:

By: Philip Sheriff

Printed Name: PHILIP SHERIFF

Owner(s) of Property Located at: 2504 NW 161st St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

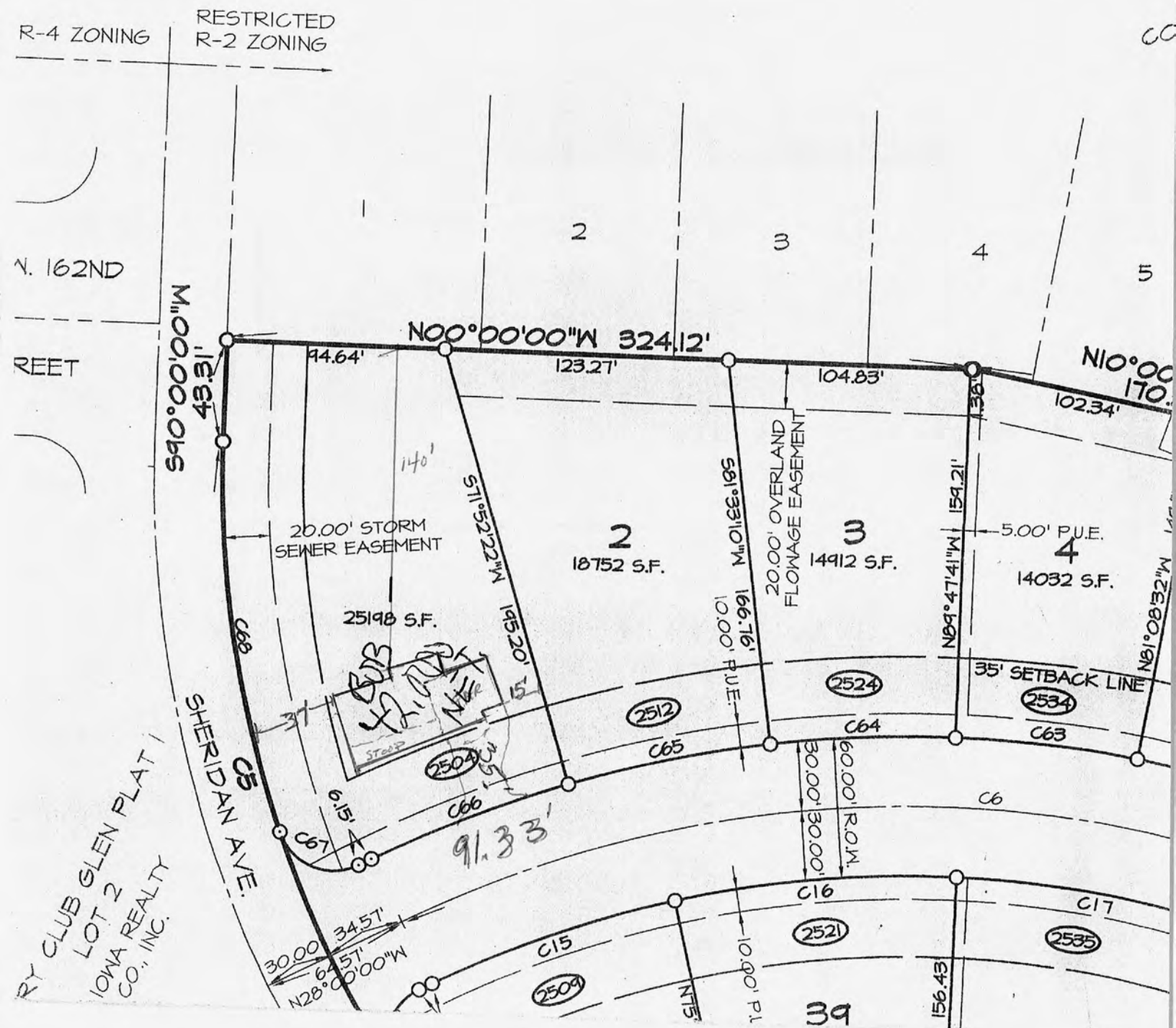
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB GLEN PLAT 5 LOT 1

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16 day of August, 2025.

GRANTOR:

By: Jeff Porter

Printed Name: Jeff Porter

Owner(s) of Property Located at: 2570 NW 158th ST
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

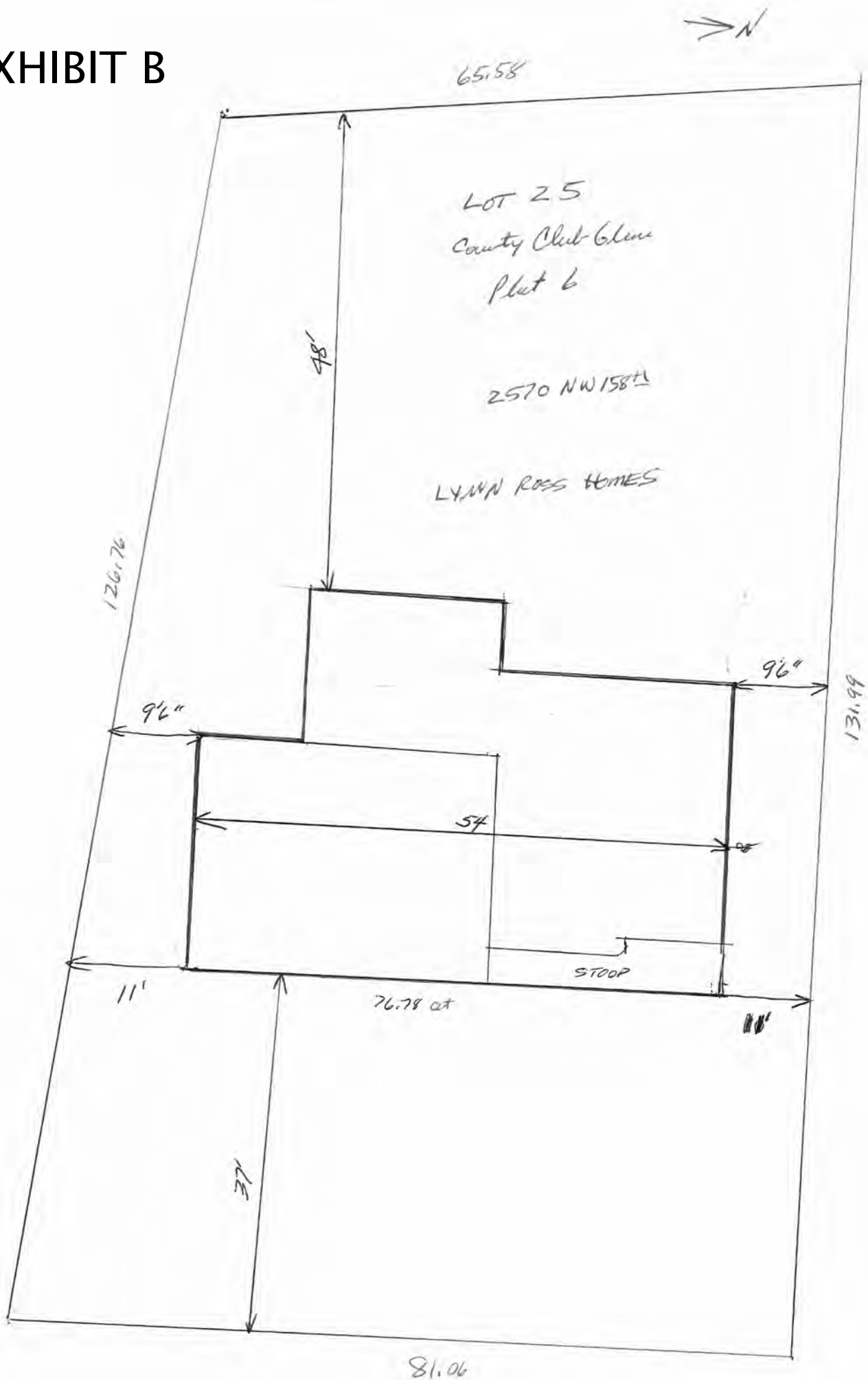
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB GLEN PLAT 6 LOT 25

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 2025.

GRANTOR:

By: Matthew T. Gress

Printed Name: Gress Tuxls

Owner(s) of Property Located at: 2709 NW 153rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

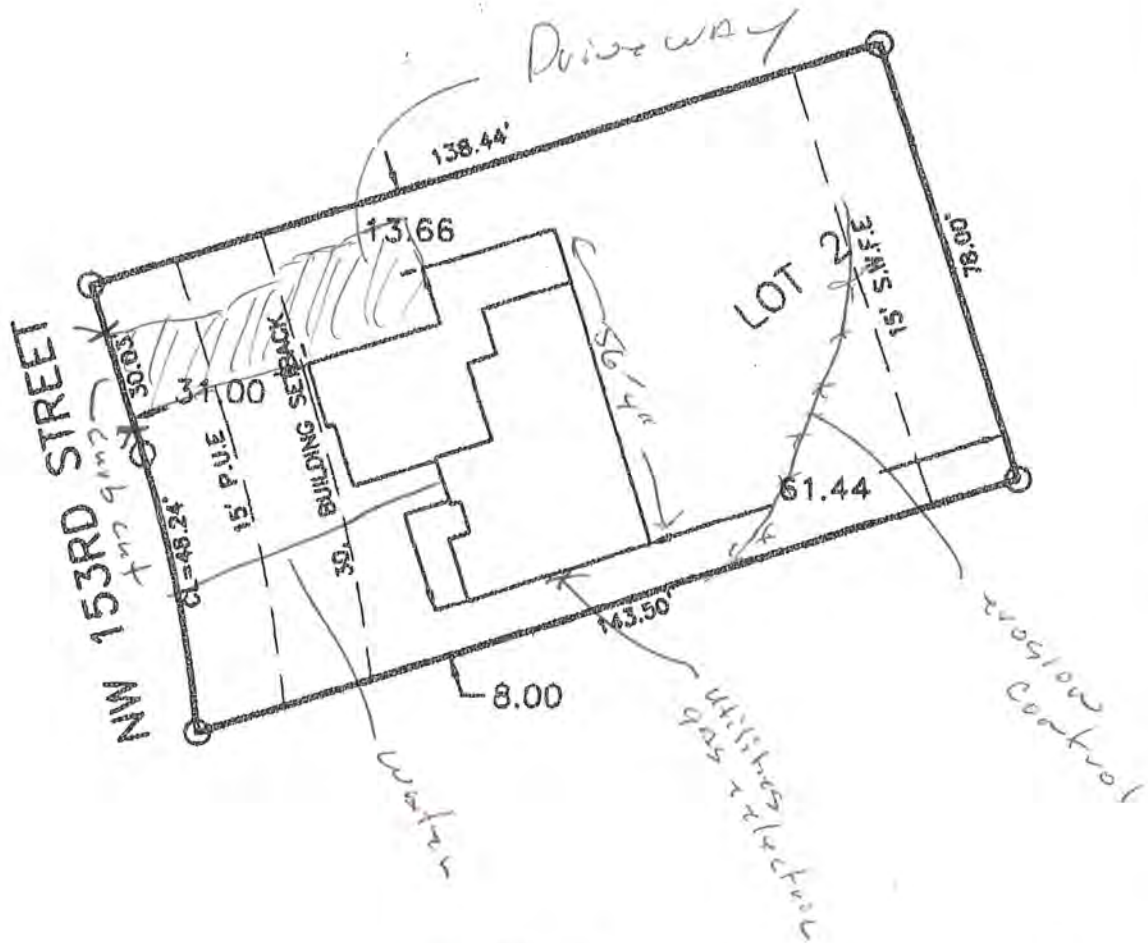
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

STONEGATE PLAT 2 LOT 2

SITE PLAN

EXHIBIT B



JUN 12 2006

FOR
HOMECRAFT LLC
© STEPHEN A. GRUBB CONSTRUCTION
425 S. 90th STREET, SUITE 100
WEST DES MOINES, IA 50265
PH: 327-1700 FAX: 327 1717

ADDRESS
2708 153RD STREET
CLIVE, IOWA

LEGAL DESCRIPTION
LOT 2, STONEGATE PLAT 2, AN OFFICIAL PLAT
IN CLIVE, DALLAS COUNTY, IOWA

YARD REQUIREMENTS
ZONING = P.U.D.
SIDE = 8' MIN./10' TOTAL
REAR = 30'
FRONT = 35'
M.F.E. = NONE



SCALE: 1"=30'



10225 UNIVERSITY AVENUE
WAUKESHA, IOWA 50263
PH: 515.231.1222
FAX: 515.231.1005

JOB NO. SRG-033-06
DRAWN: TLA
DATE: 06/07/06

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 4 day of August, 2025.

GRANTOR:

By: Jason Mitchell
Printed Name: Jason Mitchell

Owner(s) of Property Located at: 2725 NW 153rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

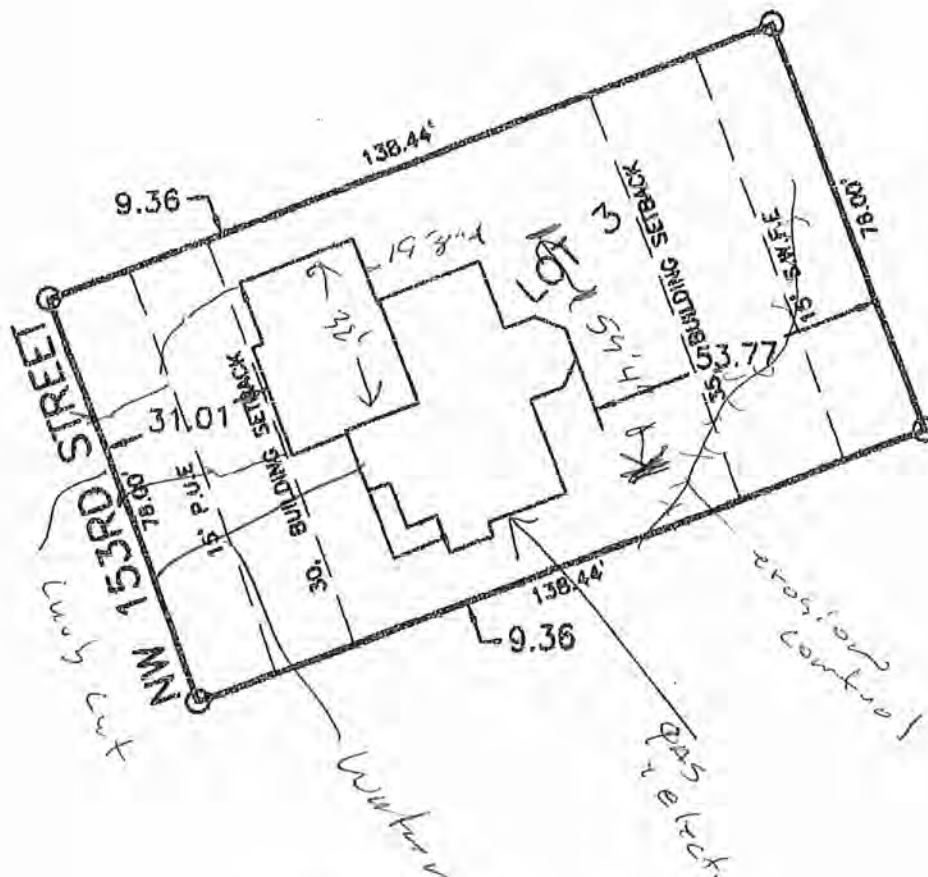
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

STONEGATE PLAT 2 LOT 3

SITE PLAN



Foundation to be $3\frac{1}{2}$ above curb

JUN 12 2006

YARD REQUIREMENTS
~~20' x 12' = P.M.A.~~
 SIDE = 8' MIN./15' TOTAL
 REAR = 30'
 FRONT = 30'
 M.F.E. = NONE



SCALE: 1"=30'



ENGINEERING DESIGN SERVICES

15225 UNIVERSITY AVENUE
WAUKESHA, WIS 53090
PHE 816.231.1322
FAX 512.231.1005

JOA NO. SRG-034-06
DRAWN TKA
DATE 06/07/06

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 17 day of August, 2025.

GRANTOR:

By:

Printed Name:

Li Zhen

Owner(s) of Property Located at: 2741 NW 153rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)

SS)

COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

STONEGATE PLAT 2 LOT 4

DEC 14 2007

EROSION
SOCK
(PERIMETER)

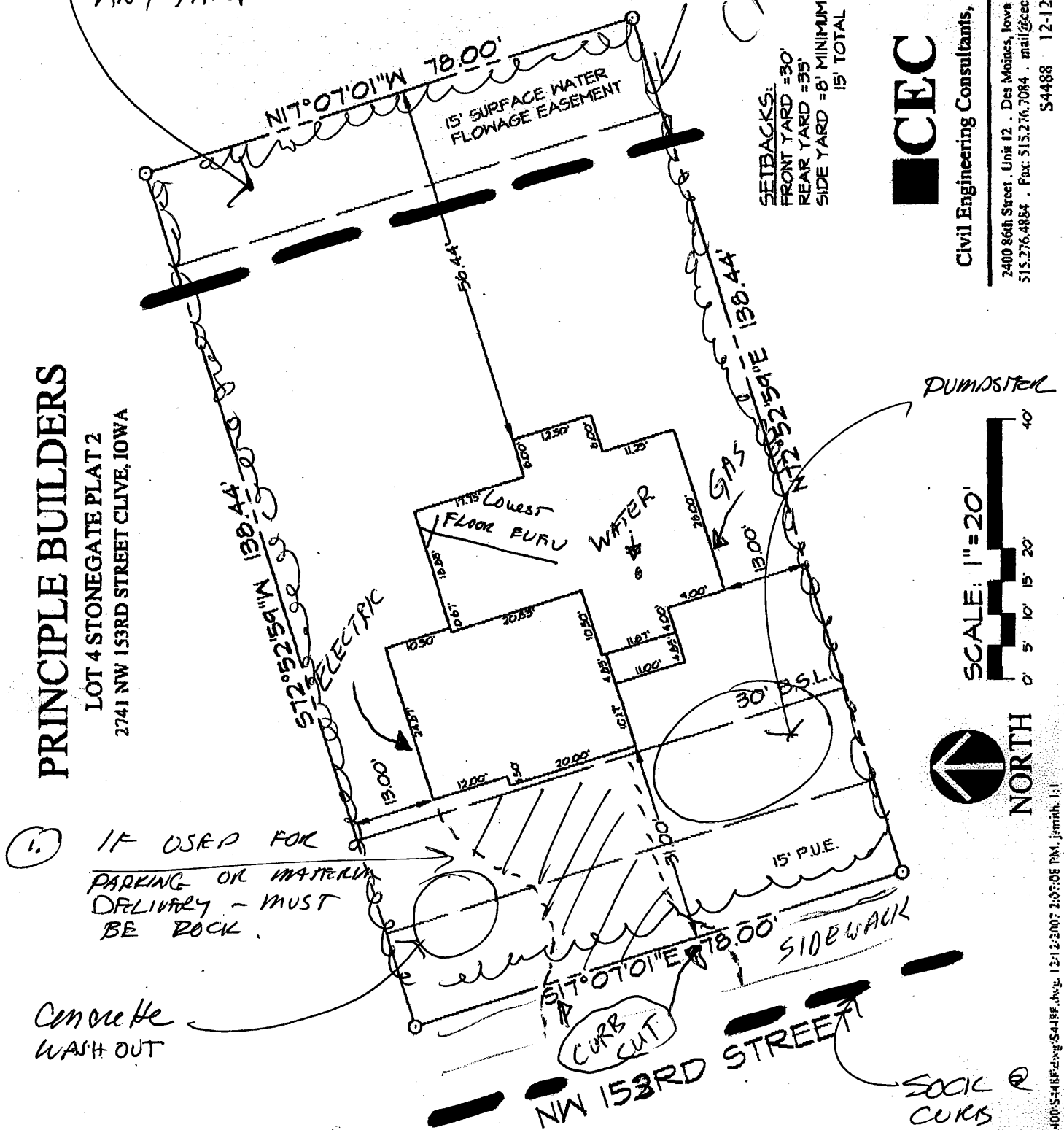
SETBACKS:
FRONT YARD = 30'
REAR YARD = 35'
SIDE YARD = 8' MINIMUM
15' TOTAL



Civil Engineering Consultants, Inc.

2400 86th Street, Unit 12 • Des Moines, Iowa 50322
515.276.4884 • Fax: 515.276.7084 • mail@ceclac.com
S4488 12-12-2007

**LOT 4 STONEGATE PLAT 2
2741 NW 153RD STREET CLIVE, IOWA**



SCALE: 1"=20'



NORTH

Q. 5:41:55.1100: 5:41:55.1100 PM, Jan 11, 2012. 5:41:55.1100 PM, Jan 11, 2012.

FROM CIVIL ENG-LD ARCHIT

(THU) DEC 13 2007 11:39/ST. 11:38/NO. 6840120240 P 1

Contr.

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

APH

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

APH

Signed this 29 day of July, 2025.

GRANTOR:

By: Andrew P Hensel

Printed Name: Andrew P Hensel

Owner(s) of Property Located at: 2762 NW 153rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

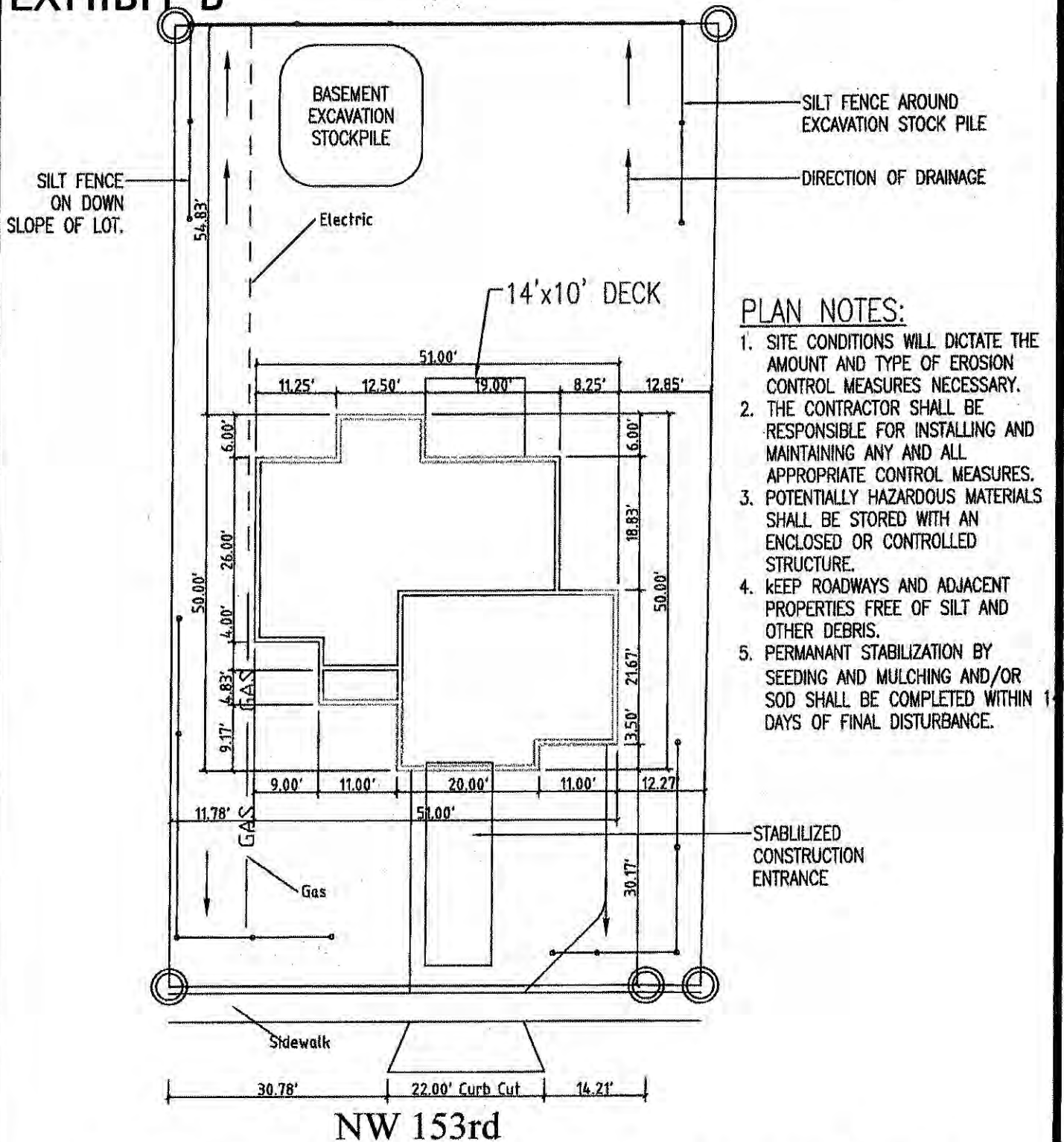
Matthew D. Graham
City Clerk of City of Clive, Iowa

APH

EXHIBIT A – LEGAL DESCRIPTION

STONEGATE PLAT 2 LOT 15

EXHIBIT B



Sunflower Development, Inc. - 8657 Douglas Ave, #304 - Urbandale, IA 50322

REF:
PROJECT NO:
DATE:
CAD DWG FILE: 2762 NW 153RD EROSION CONTROL PLAN.DWG
DRAWN BY: DMS
CHK'D BY:

SHEET TITLE

SITE PLAN & Erosion Control

PROJECT

2762 NW 153rd Street

DRAWING

1

APH

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 7th day of August, 2025.

GRANTOR:

By: Dixie Harms

Printed Name: Dixie Harms

Owner(s) of Property Located at: 2800 NW 152nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

DEER RIDGE WEST PLAT 3 LOT 1

EXHIBIT B – LEGAL DESCRIPTION

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16 day of August, 2025.

GRANTOR:

By: Doug Hilgenberg

Printed Name: Doug Hilgenberg

Owner(s) of Property Located at: 3062 Berkshire Pkwy
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 6 LOT 1

COESCO PLAN

CLIENT: Genesis Homes	DRAFTER: JRS
JOB SITE ADDRESS: 3062 Berkshire Parkway Clive, IA	DATE: 6/30/14
LEGAL DESCRIPTION: Lot 1, Berkshire North Plat 6, Clive, Dallas County, Iowa.	REVISION DATE: 7/10/14

**APPROVED FOR
CONSTRUCTION**

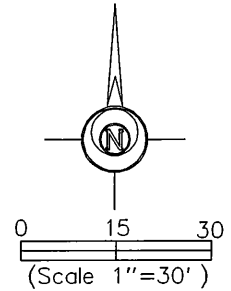
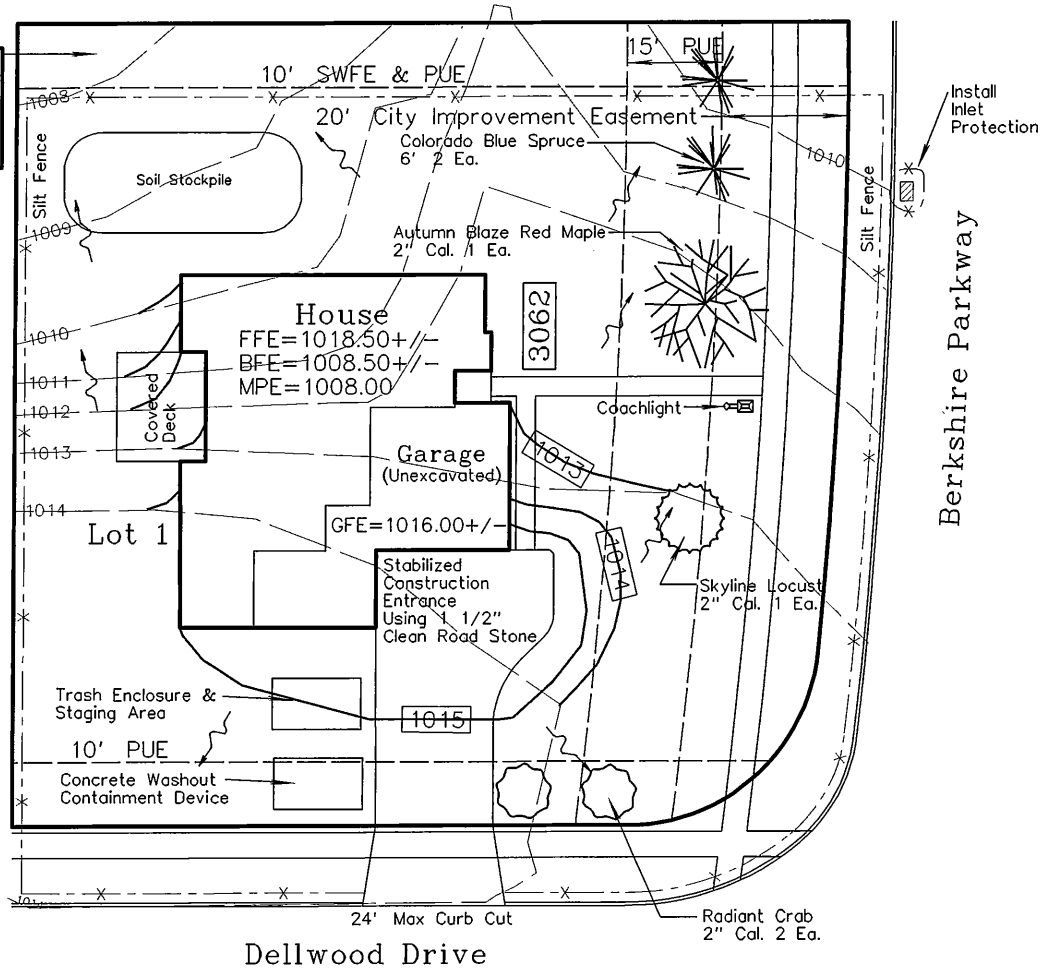


EXHIBIT B

Grading Note
No work or regrading or
storage of materials will
be allowed in the Surface
Water Flowage Easement



Approved by Contractor: _____
Signature Date

Notes:

- 1) Erosion control measures will be installed at the perimeter of the property prior to any construction activity.
- 2) The stabilized rock construction entrance will be installed prior to calling for a framing inspection.
- 3) Erosion control measures will be inspected weekly and maintained as necessary to ensure their function.
- 4) Erosion control measures shall be kept in place until permanent ground cover is established.
- 5) Exposed soils shall be seeded and/or sodded no later than September 1st. Mulching or similar will be provided if the season does not enable permanent ground cover.
- 6) Additional erosion control measures may be required based on field inspection.
- 7) All construction debris shall be removed from all adjoining sites and seeded prior to completion of project.
- 8) All construction debris and sedimentation shall be removed from the public street each day.
- 9) No grading or soil storage is permitted in any overland flowage easement.
- 10) An as-built survey may be required for any lot with an overland flowage/detention easement to ensure adequate capacity remains following final grading.
- 11) Except in the case of platted MOE/MPE or MBFE requirements the First Floor Elevation (FFE), Basement Floor Elevation (BFE) and Garage Floor Elevations (GFE) may be adjusted by the contractor as field conditions warrant.
- 12) The existing contours were shown using information from the approved grading plan for the plat which may have been prepared by others. They may not reflect actual field conditions as an as-built topographic survey was not conducted.
- 13) All concrete washout will be contained on-site or placed in a containment device.

City Building Dept. Checkoff:

	Okay	Not Okay
Silt Fence/sock	☐	☐
Concrete Wash-out	☐	☐
Soil Stockpile	☐	☐
Stabilized Entrance	☐	☐
Inlet Protection	☐	☐

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 30 day of July, 2025.

GRANTOR:

By: Chris Langpanl

Printed Name: Chris Langpanl

Owner(s) of Property Located at: 3687 NW 174th Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

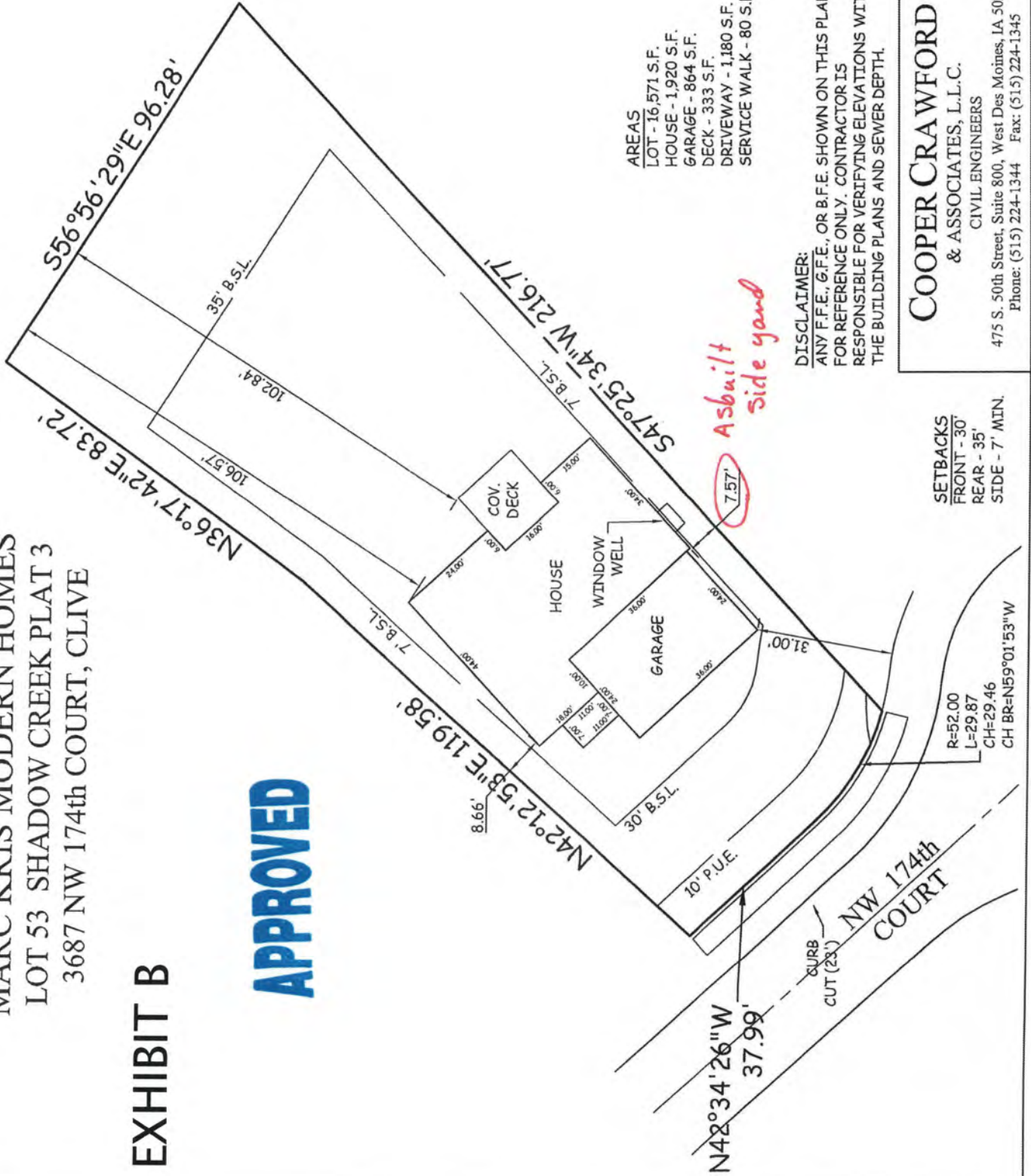
EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 3 LOT 53

MARC KRIS MODERN HOMES
 LOT 53 SHADOW CREEK PLAT 3
 3687 NW 174th COURT, CLIVE

EXHIBIT B

APPROVED



COOPER CRAWFORD & ASSOCIATES, L.L.C. CIVIL ENGINEERS 475 S. 50th Street, Suite 800, West Des Moines, IA 50265 Phone: (515) 224-1344 Fax: (515) 224-1345	
SCALE: 1"=30' DATE: 6-10-2019	JOB NUMBER CH 7090

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: Seth Robinson

Printed Name: Seth Robinson

Owner(s) of Property Located at: 3700 Berkshire Pkwy
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

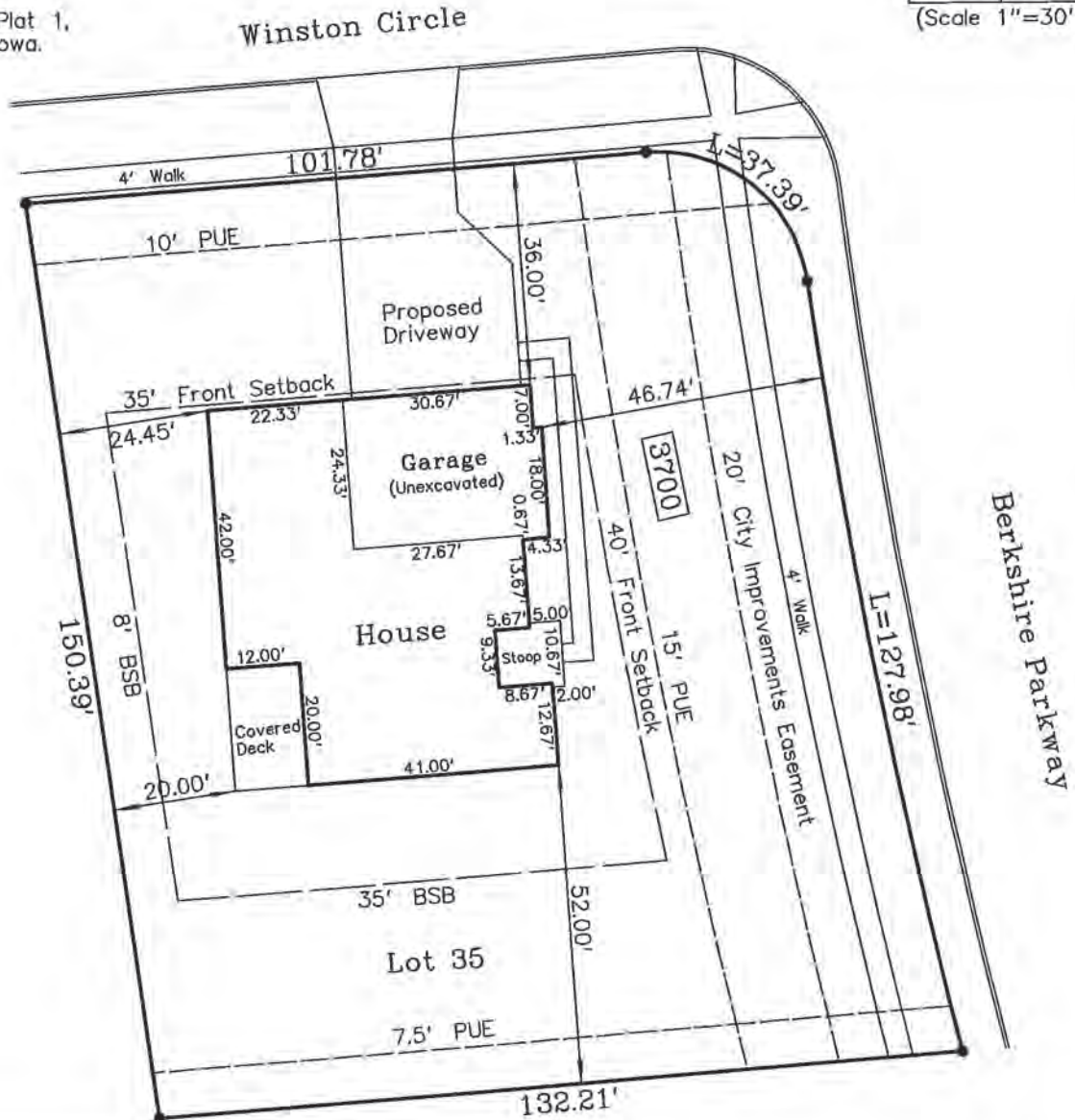
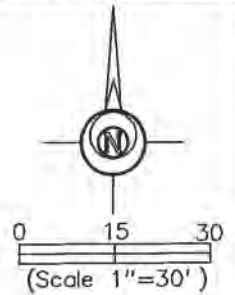
EXHIBIT A – LEGAL DESCRIPTION

VERONA HILLS PLAT 1 LOT 35

HOUSE SITUATION PLAN

APPROVED FOR CONSTRUCTION

For:
Destiny Homes
Site Address:
3700 Berkshire Parkway
Clive, IA
Legal Description:
Lot 35, Verona Hills Plat 1,
Clive, Dallas County, Iowa.



Approved by Contractor: _____

Signature

Date

Notes:

- 1) The contractor has elected to determine his own building and site grades.
- 2) Verify (if applicable) the as-built sanitary sewer service location and elevation prior to construction. Adjust building grades as needed.
- 3) The contractor is responsible for insuring that all construction is in accordance with any Minimum Opening Elevation (M.O.E.), Minimum Protection Elevation (M.P.E.) or flood protection requirement(s).
- 4) The contractor is responsible for insuring that the driveway is located and constructed in accordance with any and all applicable City/County standards. Unless precise dimensions are called out the driveway is shown for conceptual purposes only. Verify also, any contractual requirements.
- 5) The contractor is responsible for any and all construction methods and or materials.
- 6) The contractor shall obtain a building permit prior to starting construction. The City/County Building Department shall verify proposed setbacks (see checkoff lower right) prior to issuing the building permit.
- 7) No changes unless authorized in writing by the City/County and Abaci Consulting, Inc.
- 8) Utilities are shown for reference only. The contractor is responsible for any and all damages to any utilities. Iowa law requires at least 48 hours advance notice prior to excavation. Notify Iowa One-Call at 1-800-292-8889.
- 9) The dimensions and setbacks are to the outside of foundation walls. Prior to construction the contractor shall verify that any soffits, overhangs, gutters, cantilevers, facia, facades, etc. are not encroaching beyond required setbacks for said building elements.
- 10) Refer to the detailed foundation plan for dimensional details. In the event of a discrepancy between this and the detailed foundation plan the detailed foundation plan shall govern. The contractor shall verify all foundation dimensions prior to construction.
- 11) The contractor shall verify any other special City/County requirements as related to sidewalks/recreation trails, or any other public improvements. Any depictions herein are for conceptual purposes only.
- 12) This plan was prepared for City/County approval only. The contractor shall be responsible for meeting any and all requirements to comply with restrictive covenants.

City Building Dept. Checkoff:

	Okay	Not Okay
Front Setback	☐	☐
Side Setback	☐	☐
Rear Setback	☐	☐
Driveway Location	☐	☐
Easements	☐	☐

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 2nd day of AUGUST, 2025.

GRANTOR:

By: _____

Printed Name: _____

Owner(s) of Property Located at: 4025 NW 181st St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 6 LOT 87

**KRM DEVELOPMENT
LOT 87 SHADOW CREEK PLAT 6
4025 NW 181st STREET, CLIVE**

NO APE

April - Front Yard Setback

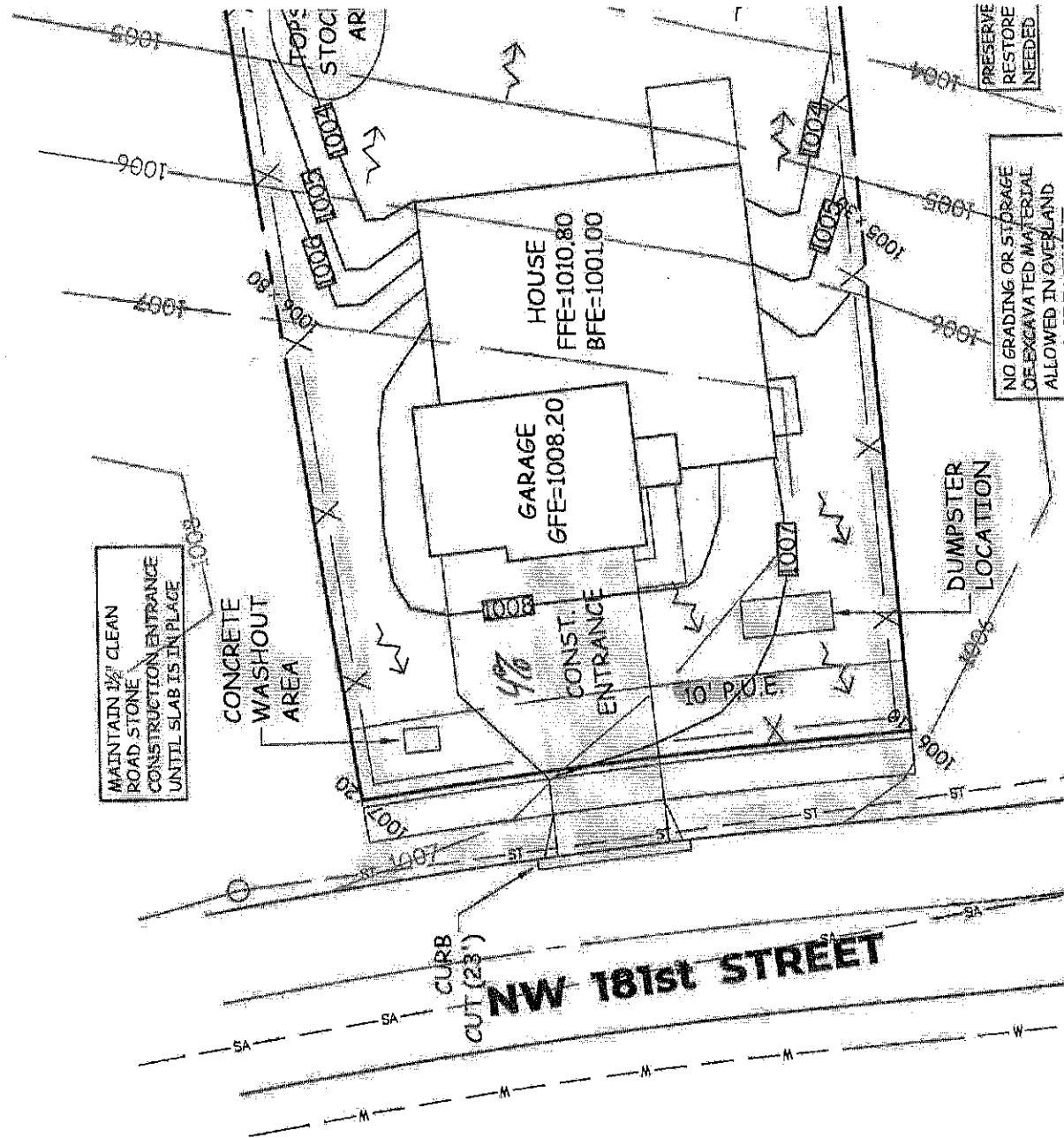


EXHIBIT B

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in EXHIBIT A, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City csot-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 5th day of August, 2025.

GRANTOR:

By:

Printed Name: Brenton L. Carlson

Owner(s) of Property Located at: 4075 NW 172nd Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK LOT 12

CARLSON RESIDENCE EXHIBIT B HOUSE SITE PLAN

LEGAL DESCRIPTION
 LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA
 AND PART OF THE SUNDOWN SUBDIVISION, CLIVE, IOWA

ADDRESS:
 8501 172ND STREET
 CLIVE, IOWA

OWNER:
 SUNDOWN SUBDIVISION

PREPARED FOR:
 SUNDOWN SUBDIVISION

DATE:
 11/11/11

SITE AREA:
 1.00 AC.

ZONING:
 R-1

REMARKS:
 THIS SITE PLAN WAS PREPARED FOR THE PURPOSE OF OBTAINING A PERMIT TO CONSTRUCT A HOUSE ON THE ABOVE DESCRIBED LOT.

BENCHMARK:
 1.00 AC. LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA
 AND PART OF THE SUNDOWN SUBDIVISION, CLIVE, IOWA

UTILITY LEGEND:

- 1. SANITARY SEWER
- 2. WATER MAIN
- 3. GAS MAIN
- 4. TELEPHONE LINE
- 5. POWER LINE
- 6. CABLE TV
- 7. FIBER OPTIC
- 8. RAILROAD
- 9. HIGHWAY
- 10. AIRPORT
- 11. PARK
- 12. SCHOOL
- 13. CHURCH
- 14. HOSPITAL
- 15. PRISON
- 16. JAIL
- 17. COURT HOUSE
- 18. CITY HALL
- 19. POST OFFICE
- 20. FIRE STATION
- 21. POLICE STATION
- 22. BUS STOP
- 23. TRUCK STOP
- 24. FUEL TANK
- 25. GAS TANK
- 26. WATER TOWER
- 27. PUMP HOUSE
- 28. WINDMILL
- 29. WIND TURBINE
- 30. WINDMILL FOUNDATION
- 31. WINDMILL FOUNDATION
- 32. WINDMILL FOUNDATION
- 33. WINDMILL FOUNDATION
- 34. WINDMILL FOUNDATION
- 35. WINDMILL FOUNDATION
- 36. WINDMILL FOUNDATION
- 37. WINDMILL FOUNDATION
- 38. WINDMILL FOUNDATION
- 39. WINDMILL FOUNDATION
- 40. WINDMILL FOUNDATION
- 41. WINDMILL FOUNDATION
- 42. WINDMILL FOUNDATION
- 43. WINDMILL FOUNDATION
- 44. WINDMILL FOUNDATION
- 45. WINDMILL FOUNDATION
- 46. WINDMILL FOUNDATION
- 47. WINDMILL FOUNDATION
- 48. WINDMILL FOUNDATION
- 49. WINDMILL FOUNDATION
- 50. WINDMILL FOUNDATION

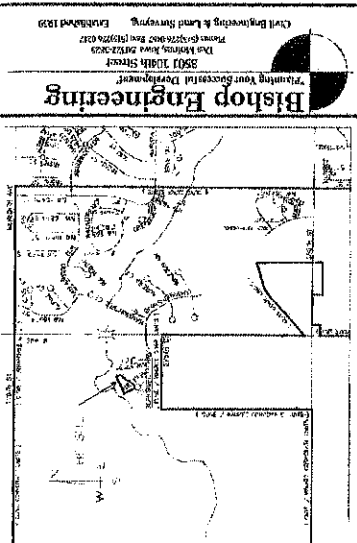
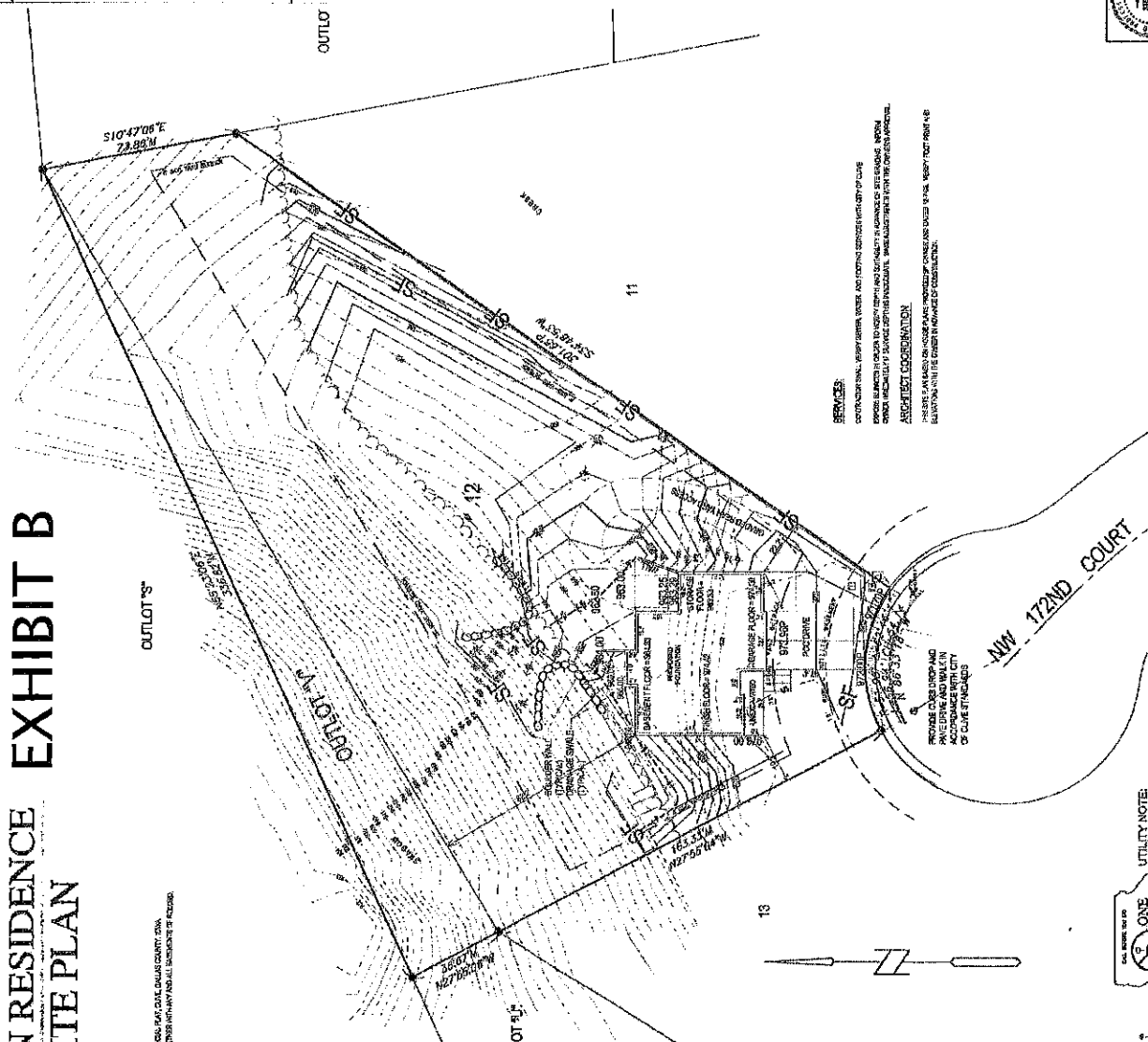
SURVEY LEGEND:

- 1. SECTION CORNER
- 2. CORNER
- 3. CORNER
- 4. CORNER
- 5. CORNER
- 6. CORNER
- 7. CORNER
- 8. CORNER
- 9. CORNER
- 10. CORNER
- 11. CORNER
- 12. CORNER
- 13. CORNER
- 14. CORNER
- 15. CORNER
- 16. CORNER
- 17. CORNER
- 18. CORNER
- 19. CORNER
- 20. CORNER
- 21. CORNER
- 22. CORNER
- 23. CORNER
- 24. CORNER
- 25. CORNER
- 26. CORNER
- 27. CORNER
- 28. CORNER
- 29. CORNER
- 30. CORNER
- 31. CORNER
- 32. CORNER
- 33. CORNER
- 34. CORNER
- 35. CORNER
- 36. CORNER
- 37. CORNER
- 38. CORNER
- 39. CORNER
- 40. CORNER
- 41. CORNER
- 42. CORNER
- 43. CORNER
- 44. CORNER
- 45. CORNER
- 46. CORNER
- 47. CORNER
- 48. CORNER
- 49. CORNER
- 50. CORNER

GRAPHIC SCALE
 1" = 100' (1" = 30.48m)

UTILITY NOTE:
 THE LOCATION OF UTILITIES SHOWN ON THIS PLAN IS BASED ON THE RECORD DRAWINGS OF THE UTILITIES. THE LOCATION OF UTILITIES SHOWN ON THIS PLAN IS NOT GUARANTEED BY THE ENGINEER.

ONE CALL
 800.485.4848



VICINITY MAP
 NOT TO SCALE

HOUSE SITE PLAN
 LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

CARLSON RESIDENCE, CLIVE, IOWA

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

HOUSE SITE PLAN

LOT 12 & OUTLOT 5, CARLSON RESIDENCE, CLIVE, IOWA

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 2025.

GRANTOR:

By: Jeanne A Woodhuffe

Printed Name: Jeanne A Woodhuffe

Owner(s) of Property Located at: 4481 NW 166th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

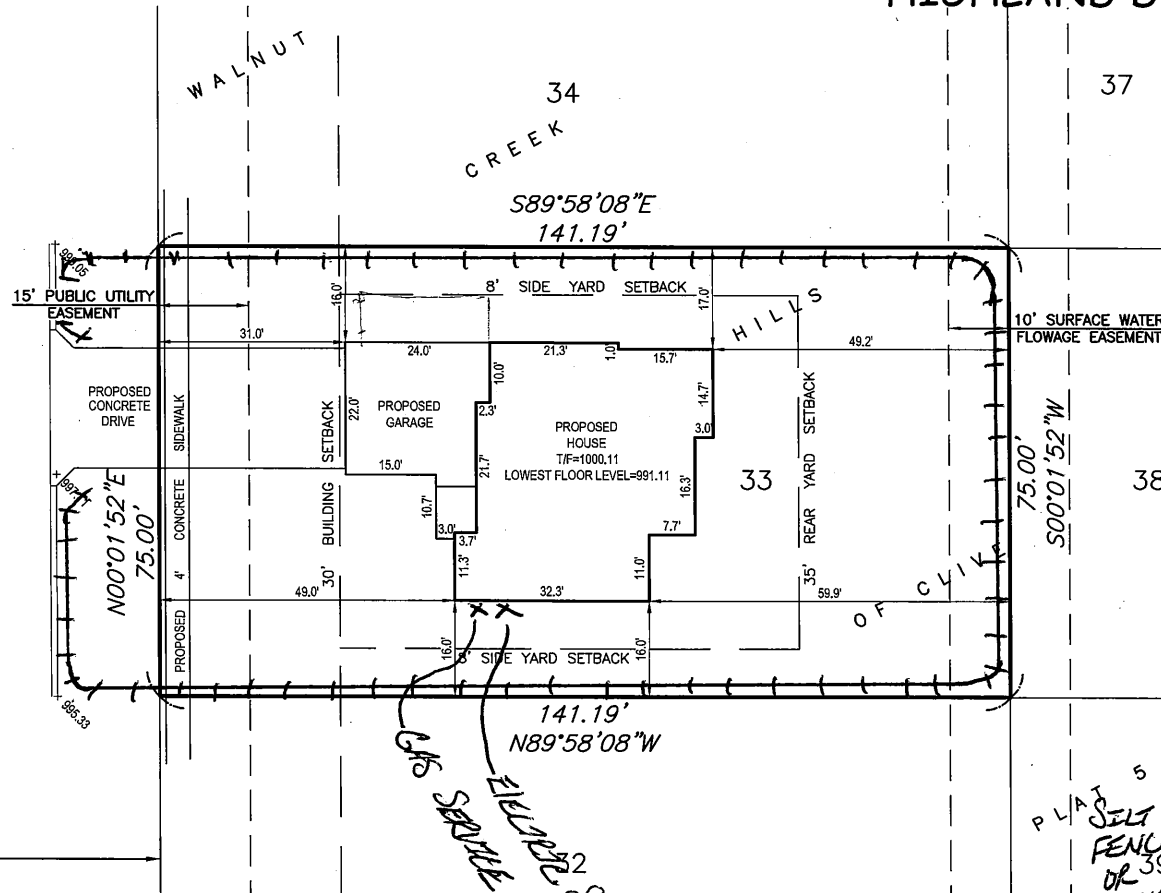
WALNUT CREEK HILLS OF CLIVE PLAT 5 LOT 33

PREPARED BY: JOEL R. ROMNEY BISHOP ENGINEERING CO., INC. 3501 104TH STREET URBANDALE IOWA 50322 PH.(515) 276-0467

EXHIBIT B

HOUSE SITE PLAN HIGHLAND DEVELOPMENT, INC.

NW 166TH STREET



PROPERTY DESCRIPTION:

LOT 33 IN WALNUT CREEK HILLS OF CLIVE PLAT 5, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA. *4481 NW 166th St.* SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 0.24 ACRES MORE OR LESS.



SCALE: 1"=20'



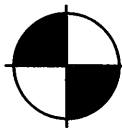
*PLAT 5
SELF
FENCE
OR 39
80LK*

PREPARED FOR:

HIGHLAND DEVELOPMENT, INC.
4002 141ST STREET
URBANDALE, IOWA 50323

PROPRIETOR:

LAND HOLDINGS, LC



Bishop Engineering

"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-3825
Civil Engineering & Land Surveying Established 1959

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
LICENSE RENEWAL DATE: 31 DEC. 2009 PAGES COVERED BY THIS SEAL: THIS PAGE ONLY

SIGNED: JOEL R. ROMNEY P.L.S. 12971 DATE:

REFERENCE NO.

040577

DRAWING NO.

'08-
0373

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 17 day of August, 2025.

GRANTOR:

By: Jerry & Colene Exline

Printed Name: Jerry & Colene Exline

Owner(s) of Property Located at: 8736 Franklin Ave
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 19 PRIMROSE PARK PLAT 1 REPLAT

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: Dakota Derr

Printed Name: Dakota Derr

Owner(s) of Property Located at: 9720 Clark St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

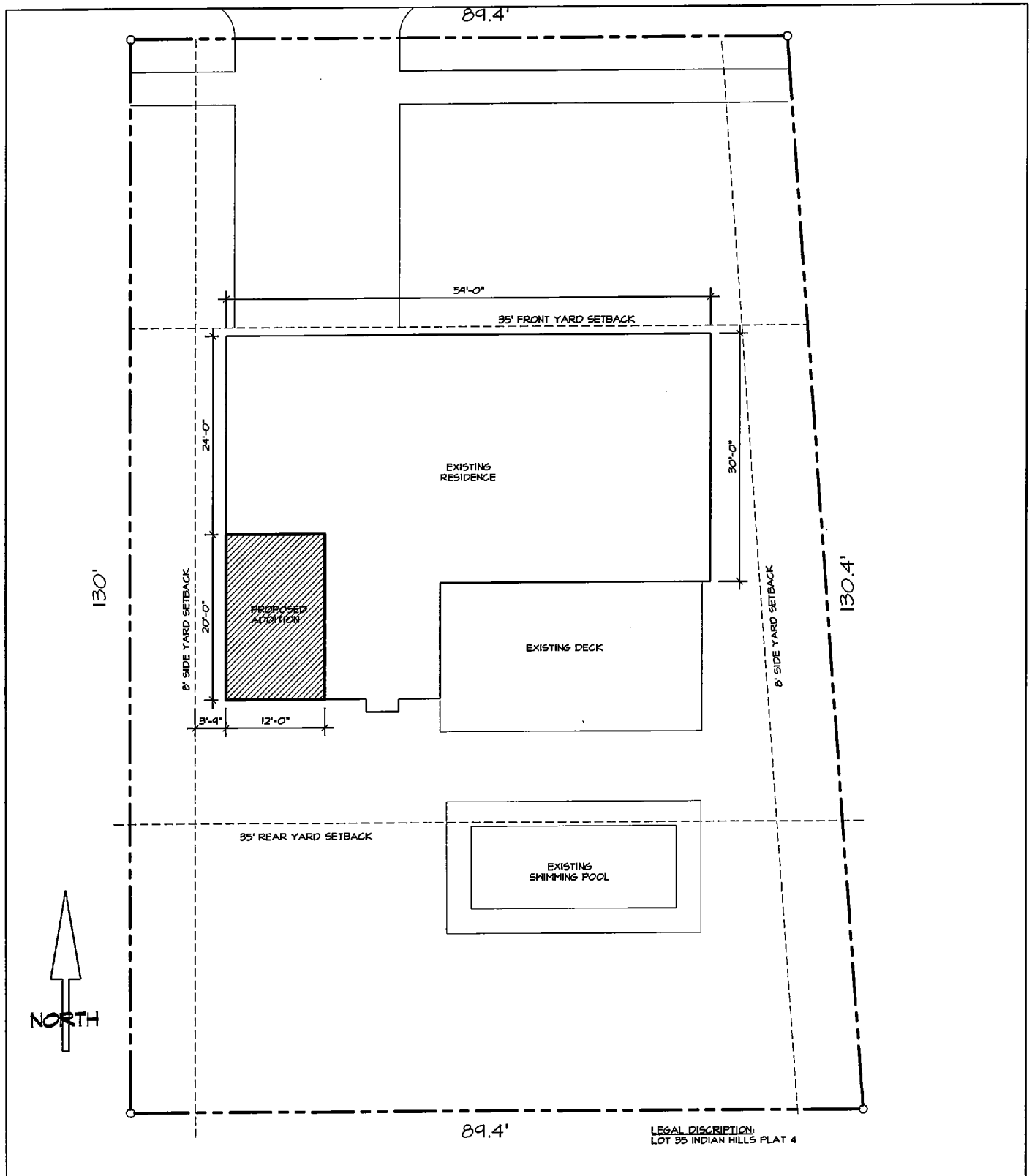
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 35 INDIAN HILLS PLAT 4

EXHIBIT B



Project:

Derr Residence

Clive, Iowa

Schematic Site Plan

Date: 03. 27. 12

Scale: 1/16"=1'-0"

**DREAMS
REALITY**
Design Services
www.Dreams2Reality.us



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 3 day of August, 2025.

GRANTOR:

By: Victor Babich

Printed Name: Victor Babich

Owner(s) of Property Located at: 10597 Elmcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 10 WALNUT RIDGE CREEK PLT 3

EXHIBIT B

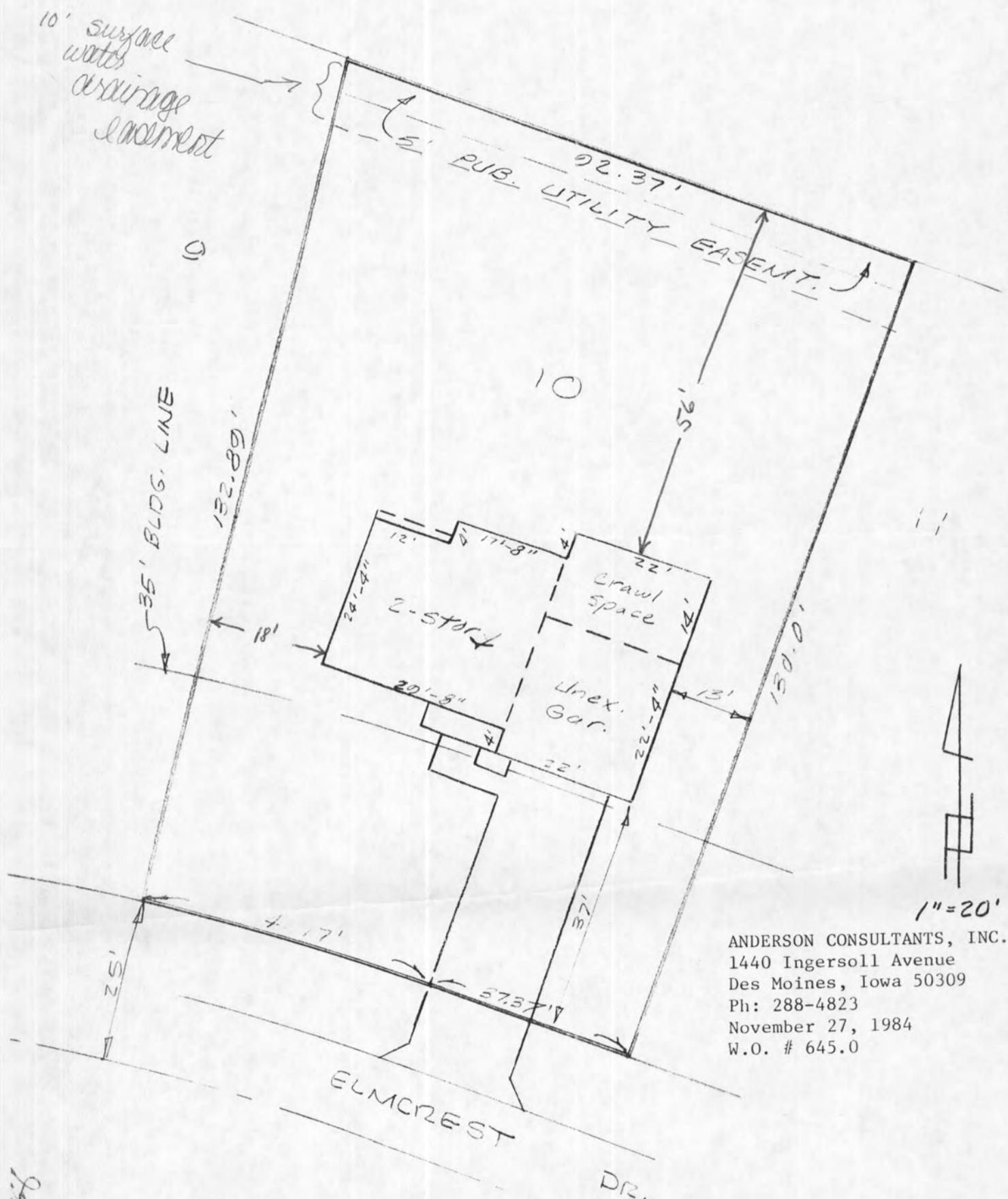
SKETCH PLAN

FOR: Potter Consulting
1228 8th Street Suite 106
West Des Moines, Iowa 50265

ADDRESS: 10597 Elmcrest Drive
Clive, Iowa

LEGAL DESCRIPTION: Lot 10, WALNUT
RIDGE CREEK PLAT NO. 3, an Official Plat,
now being in and forming a part of the
City of Clive, Polk County, Iowa.

NOTE: PRIOR TO CONSTRUCTION, THE OWNER/CONTRACTOR
IS RESPONSIBLE FOR ASCERTAINING THE LOCATION OF
EXISTING UNDERGROUND UTILITIES ON OR NEAR THE
PROPERTY SHOWN HEREON.



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this ____ day of _____, 2025.

GRANTOR:

By: _____

Printed Name: _____

Owner(s) of Property Located at: 10985 Rosewood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

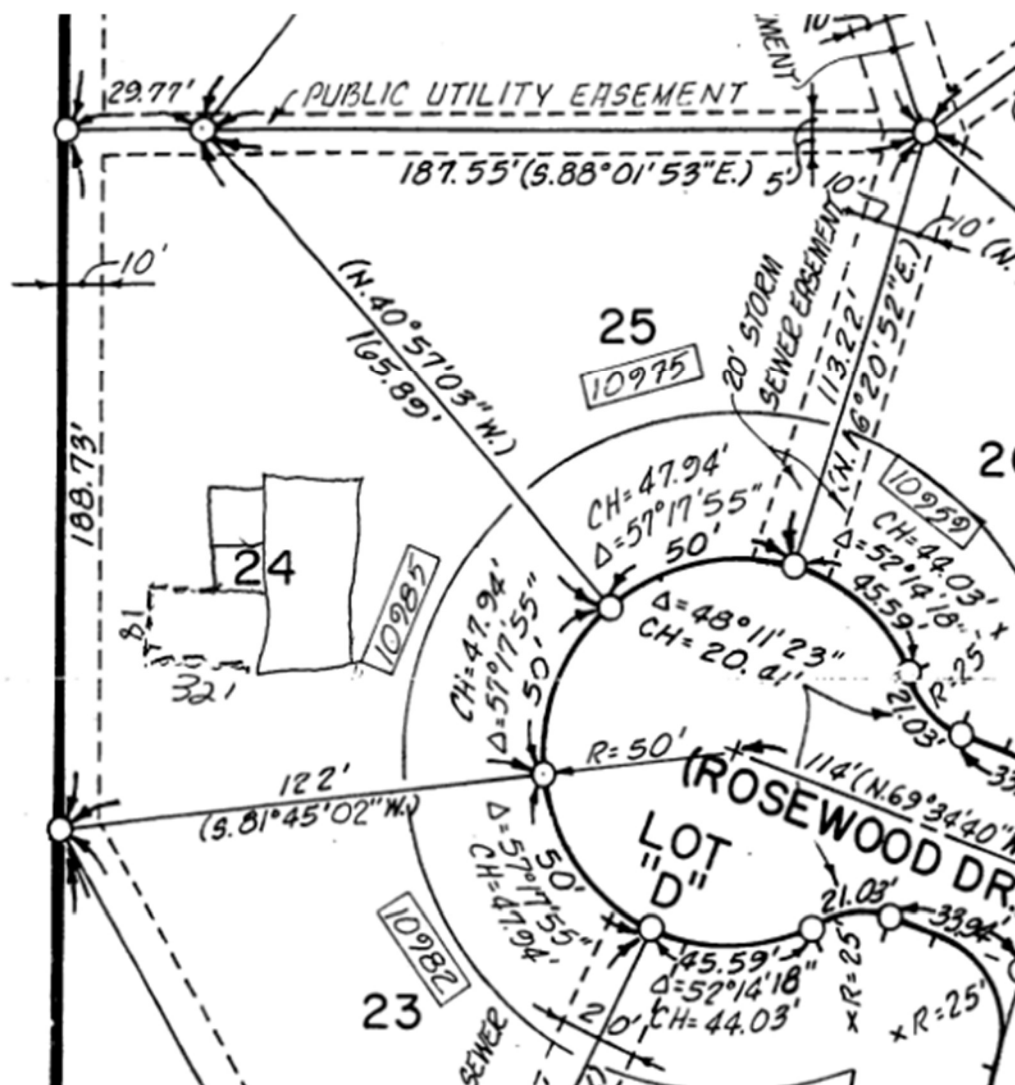
Signed this ____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LT 24 KARP PLAZA PLAT 1

KARP PLAZA PLAT 1 LOT 24



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 31 day of July, 2025.

GRANTOR:

By: Suzanne R. Dahlstrom

Printed Name: Suzanne R.Dahlstrom

Owner(s) of Property Located at: 12382 Lincoln Ave
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LT 55 WELLINGTON RIDGE PLAT 3

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

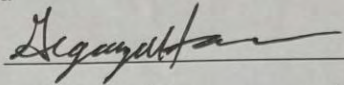
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 6 day of August, 2025.

GRANTOR:

By: 

Printed Name: Gregory W Hanna

Owner(s) of Property Located at: 12753 Lincoln Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 14 WOODLANDS RIDGE PLAT 1

EXHIBIT B

**APPROVED FOR
CONSTRUCTION**



— X ————— X —

REAR - 35'
SIDE - 8'

475 S. 50th Street, Suite 800, West Des Moines, IA 50265
Phone: (515) 224-1344 Fax: (515) 224-1345

0 15 30
SCALE: 1"=30'
DATE: 7-28-2014
JOB NUMBER
CH
4586

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in EXHIBIT A, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 5 day of August, 2025.

GRANTOR:

By: Susan Gunnink

Printed Name: SUSAN C GUNNINK

Owner(s) of Property Located at: 12801 Hazelwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

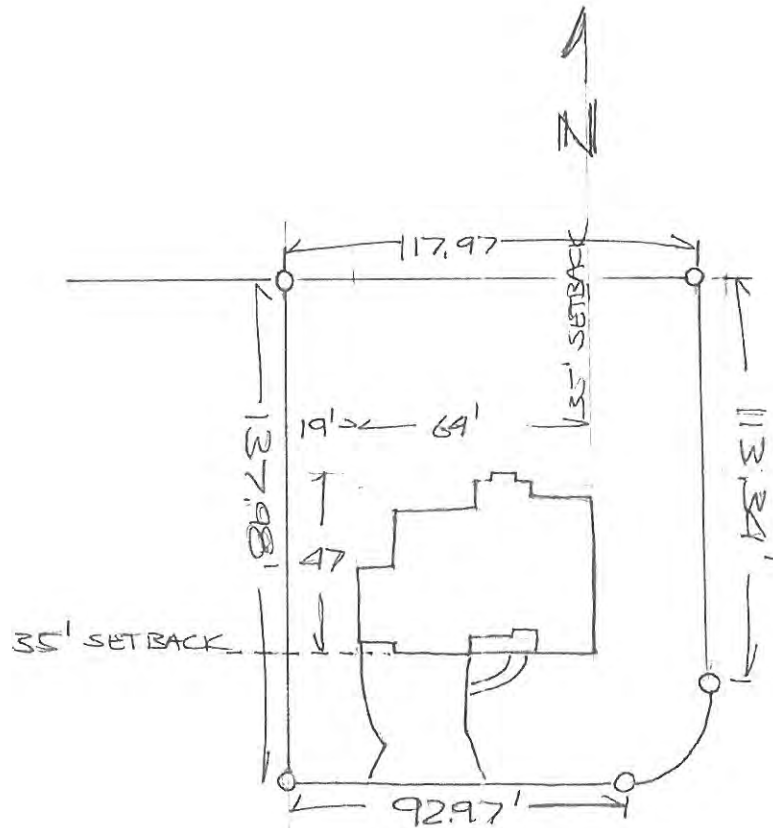
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 1 HUNTINGTON RIDGE PLAT 2

EXHIBIT B



12801 HAZELWOOD DR,
LOT 1[#] HUNTINGTON RIDGE
JERRY'S HOMES.
1" = 50'

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

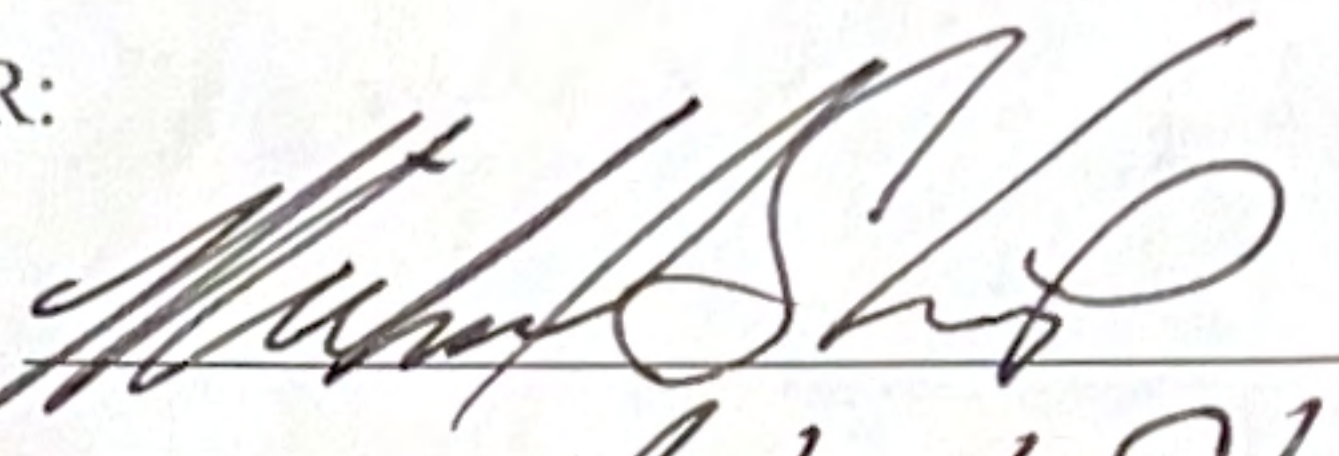
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 10th day of August, 2025.

GRANTOR:

By: 

Printed Name: Michael Shoup

Owner(s) of Property Located at: 12824 Clark St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

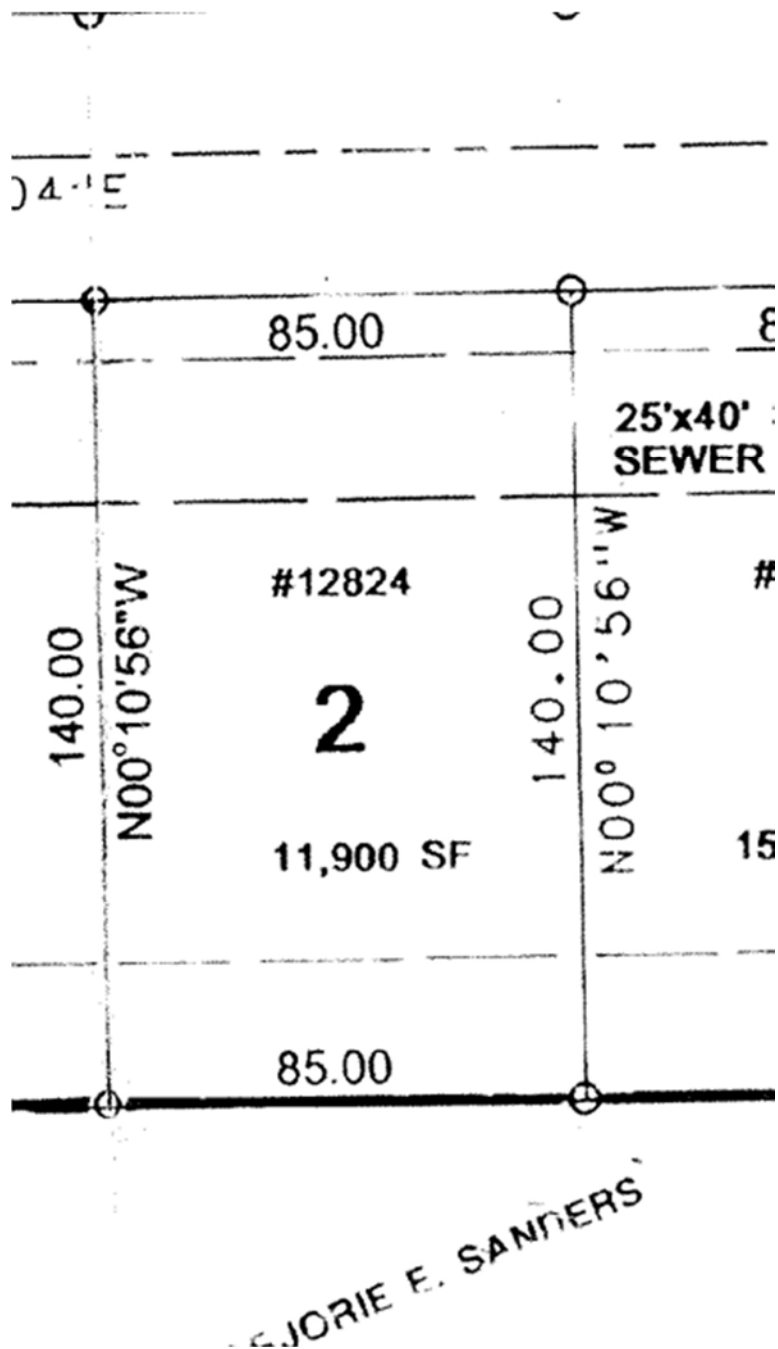
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 2 HUNTINGTON RIDGE PLAT 3

EXHIBIT B

LOT 2 HUNTINGTON RIDGE PLAT 3



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 14th day of August, 2025.

GRANTOR:

By: Brian Emanuel

Printed Name: Brian Emanuel

Owner(s) of Property Located at: 12842 Hazelwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

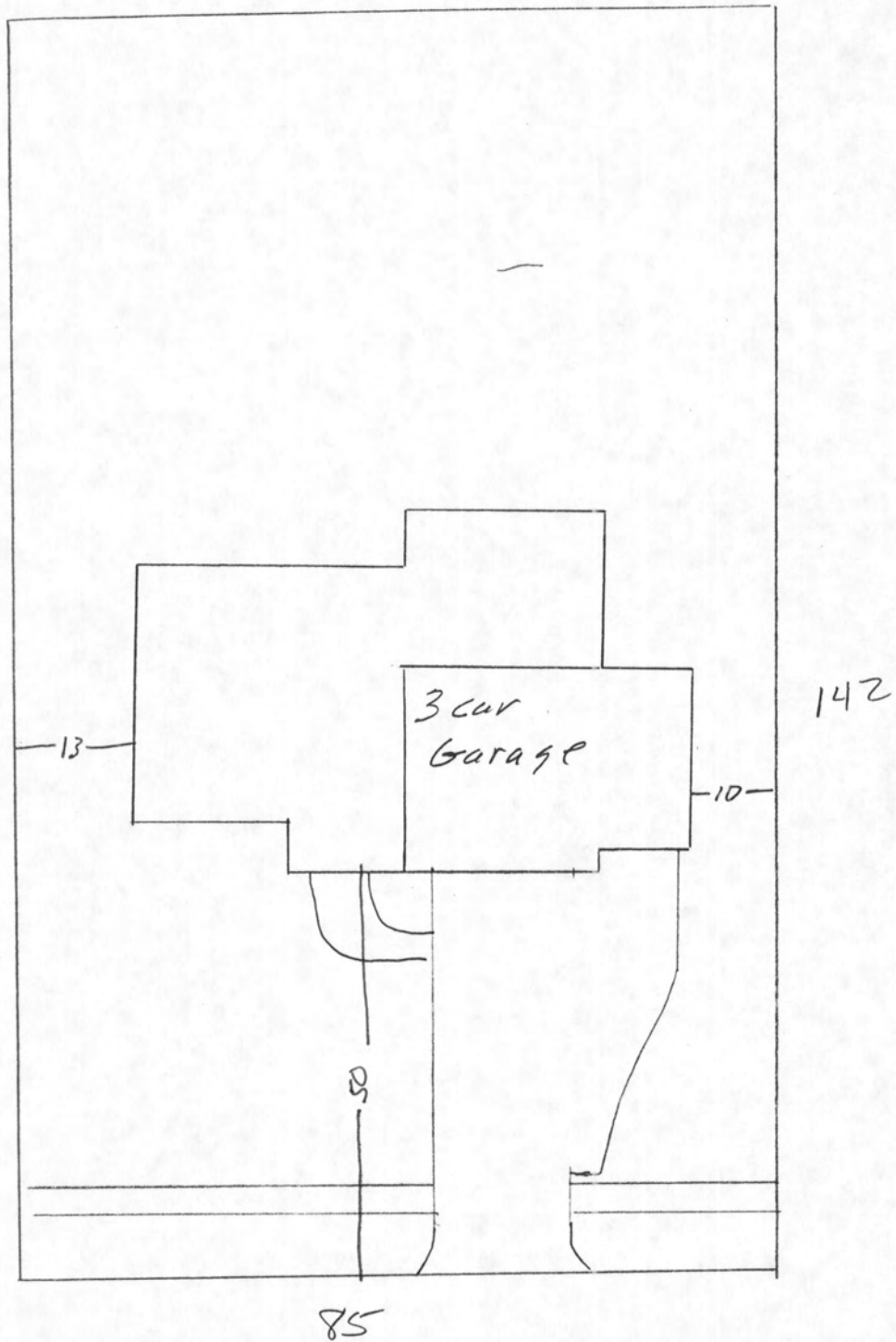
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 51 HUNTINGTON RIDGE PLAT 2

EXHIBIT B



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as **EXHIBIT B** ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 12 day of August, 2025.

GRANTOR:

By: Todd Stumberg

Printed Name: Todd Stumberg

Owner(s) of Property Located at: 12901 Hazelwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

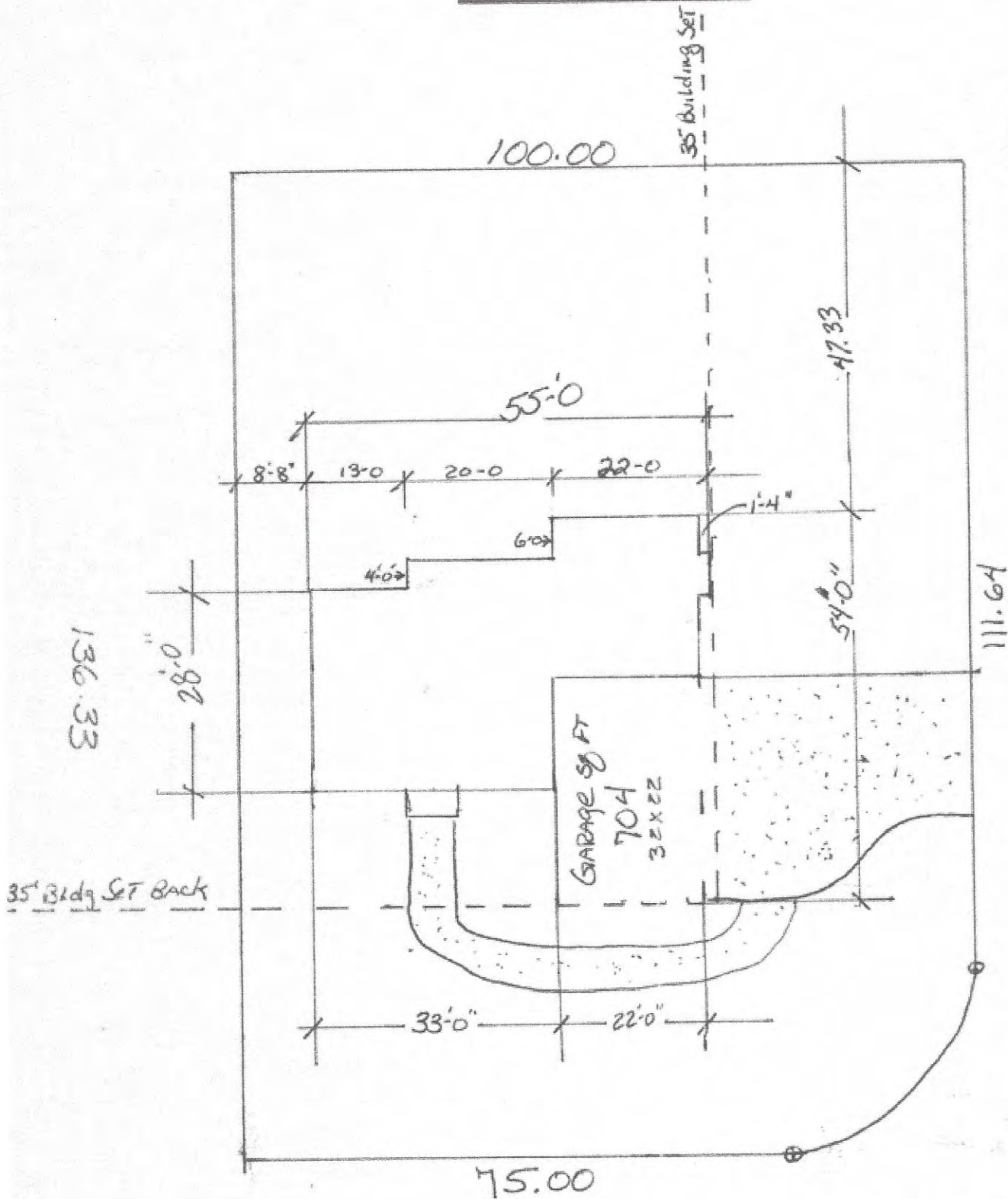
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 6 HUNTINGTON RIDGE PLAT 2

EXHIBIT B



129th Street

12901 HAZELWOOD
LOT #6 PLAT 2 HUNTINGTON RIDGE

DICK O'CONNOR HOMES • 1680 CEDARWOOD CIRCLE
DES MOINES, IOWA 50325 • (515) 225-8320

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29 day of July, 2025.

GRANTOR:

By: Joseph McEniry

Printed Name: Joseph McEniry

Owner(s) of Property Located at: 12988 Hickory Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 42 HUNTINGTON RIDGE PLAT 3

EXHIBIT B

GRANDQUIST & ASSOCIATES

LOT 42 - HUNTINGTON RIDGE PLAT 3
12988 HICKORY COURT



SETBACKS:
FRONT - 35'
SIDE - 8' EA.
REAR - 35'



CEC

CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET #12, DES MOINES, IOWA 50322

SCALE: 1" = 20'

L - 3893

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

Signed this 31 day of July, 2025.

GRANTOR:

By: Mark Miller

Printed Name: MARK C MILLER

Owner(s) of Property Located at: 13582 Lakeshore Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 24 COUNTRY CLUB PLAT 3

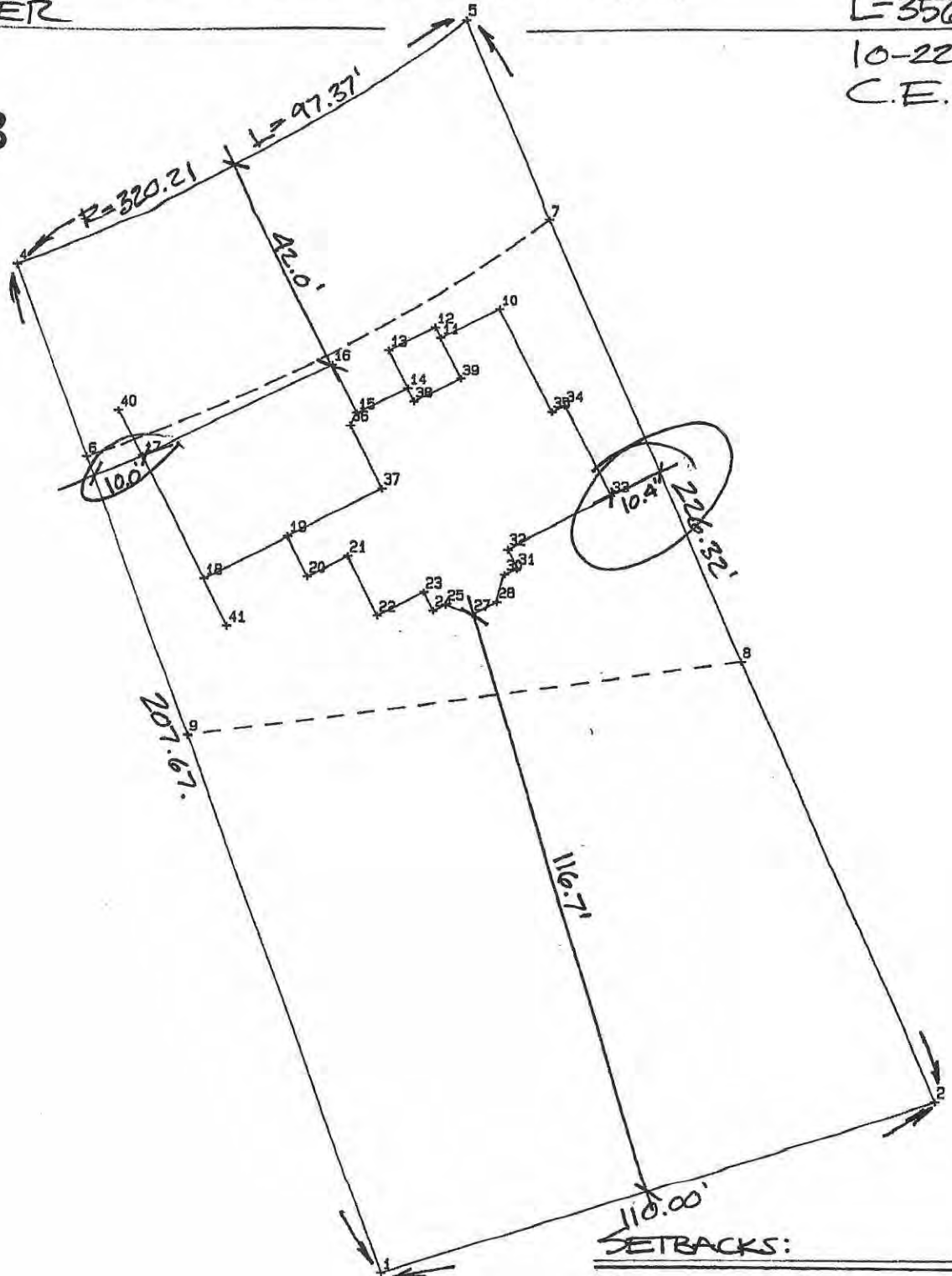
LOT 24 COUNTRY CLUB PLAT 3.

L-3568.

10-22-92

C.E.C.

EXHIBIT B



SETBACKS:

FRONT - 40'

SIDE - 81



SCALE: 1" = 30'

R.S.

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 2025.

GRANTOR:

By: _____

Printed Name: _____

Owner(s) of Property Located at: 13961 South Shore Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

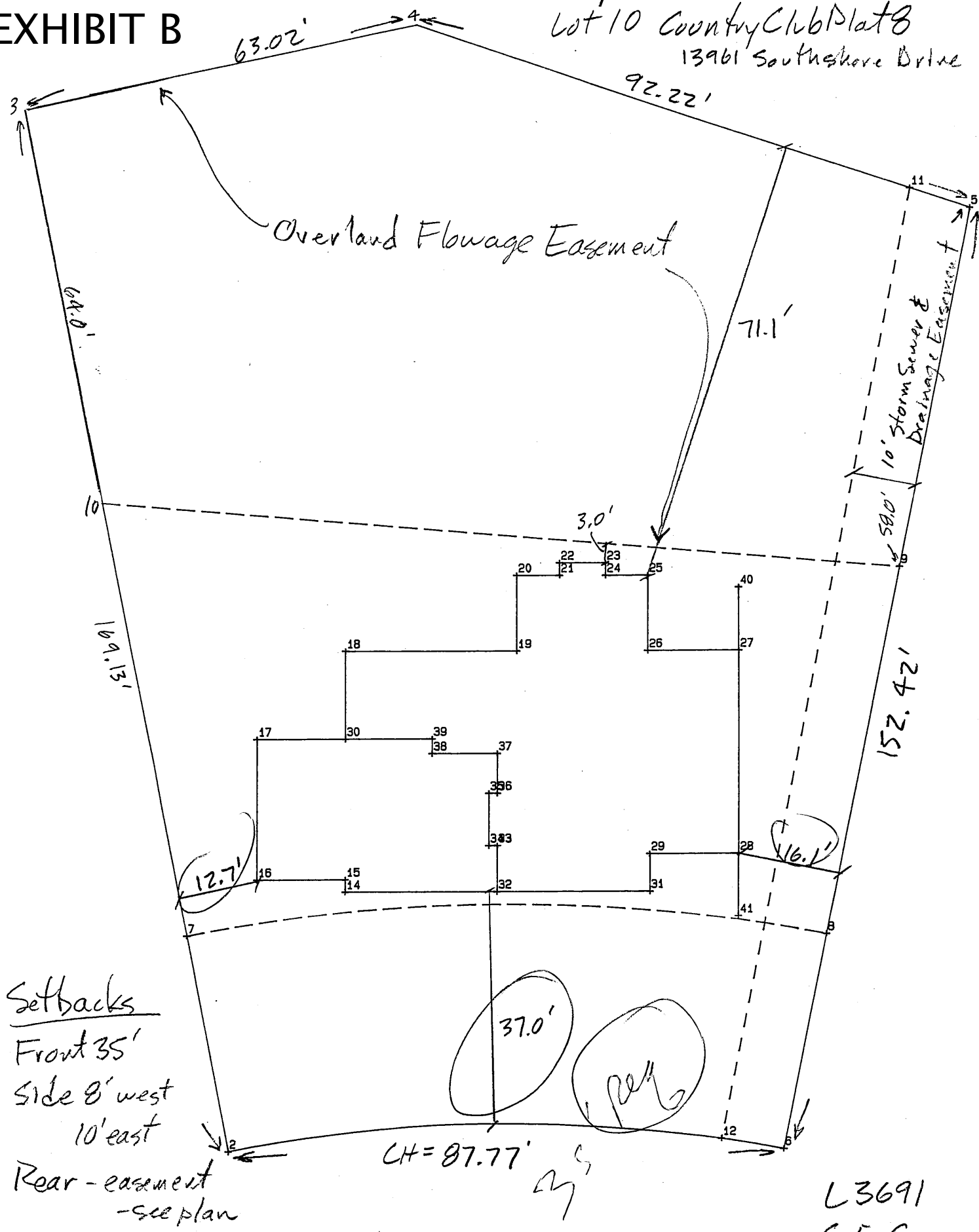
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 10 COUNTRY CLUB PLAT 8

EXHIBIT B

Mayer Construction
Lot 10 Country Club Plat 8
13961 Southshore Drive



Setbacks
Front 35'
Side 8' west
10' east
Rear - easement
- see plan

L3691
C.E.C
3-18-93

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 2025.

GRANTOR:

By: Dan Maats

Printed Name: DAN MAATS

Owner(s) of Property Located at: 14005 Lakeshore Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

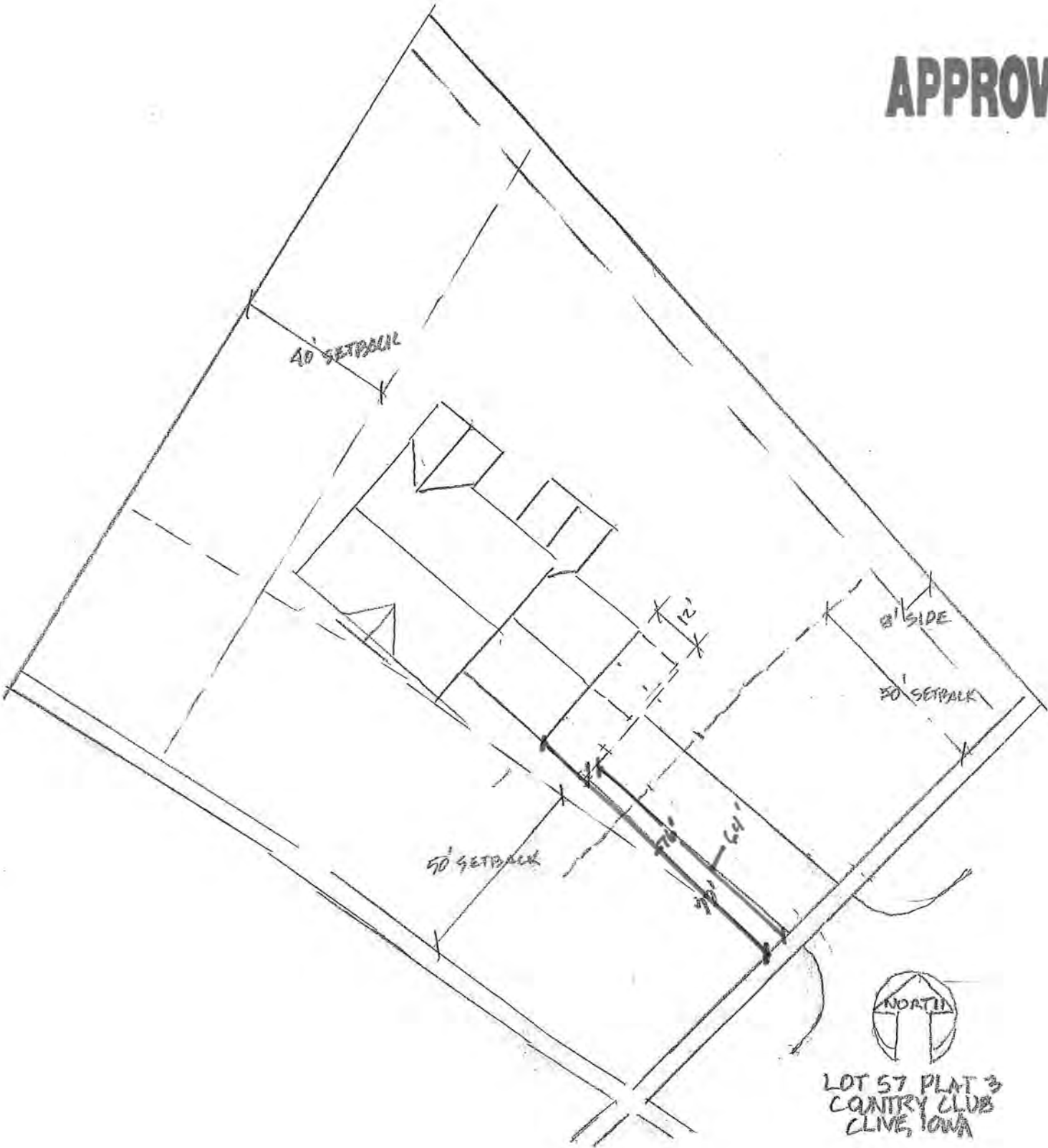
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 57 COUNTRY CLUB PLAT 3

EXHIBIT B

APPROVED



DAN & CONNIE MOSES
14005 LAKESHORE DR
HOLDEN, IOWA

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

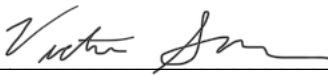
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 17 day of August, 2025.

GRANTOR:

By: 

Printed Name: Victoria Smith

Owner(s) of Property Located at: 14064 Hawthorn Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

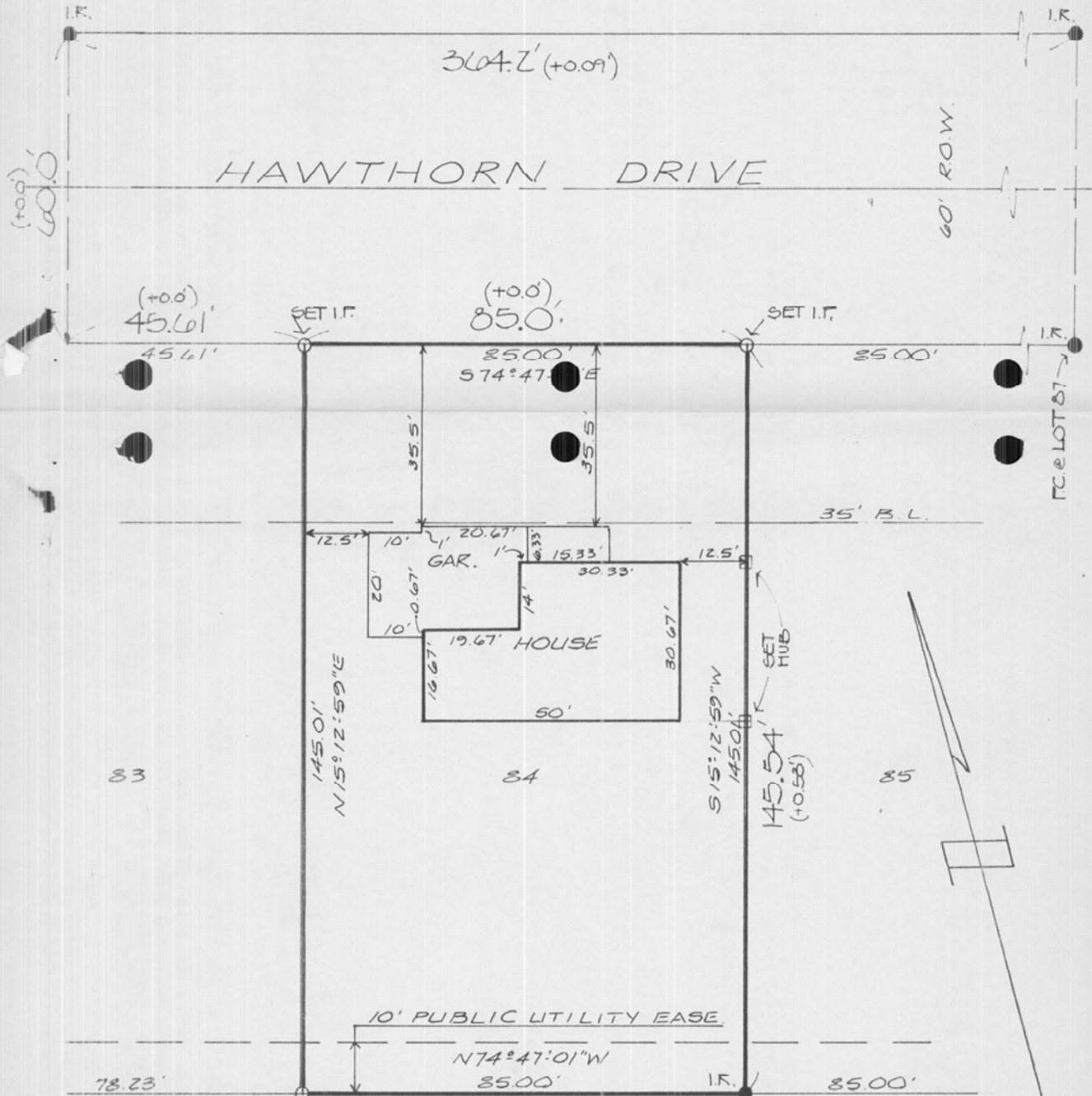
LOT 84 COUNTRY CLUB PLAT 7

PROPERTY DESCRIPTION

"LOT 84, COUNTRY CLUB PLAT 7, AN OFFICIAL PLAT, CLIVE, POLK COUNTY, IOWA."
SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

FOR: HARRINGTON HOMES,
3306 HAMMONTREE DR.
URRANDALE, IOWA 50322
DATE: JUNE 27, 1991
SCALE: 1"=20'
SITE: 14064 HAWTHORN DR.
CLIVE, IA.

EXHIBIT B



Bishop Engineering Company
3501 104th Street
Des Moines, Iowa

I HEREBY CERTIFY THAT I HAVE SURVEYED FOR AND PREPARED THESE PLANS THAT SAID SURVEYS AND PLANS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM A DULY REGISTERED CIVIL ENGINEER AND LAND SURVEYOR IN THE STATE OF IOWA.

BY: BARRY A. BISHOP P.E. L.S. 3169

DATE: _____

SCALE: _____

FOR: _____

SIGNED: *[Signature]*



REFERENCE
DRAWING NO.

DRAWING NO.

91-143

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: Shore A Stokes

Printed Name: Shore Stokes

Owner(s) of Property Located at: 14291 Wildwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

PEARSON ESTATES PLAT 3 LOT 3

SITE PLAN



1825 Industrial Circle • West Des Moines, Iowa 50265 / 515-222-0684 Fax: 515-222-1185

May 1, 1996

LEGAL DESCRIPTION: Lot 3 - Pearson Estates - Plat 3

PLAN NO: Stratford



S

- EXISTING CONTOUR LINES
- FINISHED GRADE
- PUBLIC WATER MAIN
- PUBLIC SANITARY SEWER
- PUBLIC STORM SEWER
- DIRECTION OF SURFACE DRAINAGE

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15th day of August, 2025.

GRANTOR:

By: Dale Vander Wilt

Printed Name: DALE VANDER WILT

Owner(s) of Property Located at: 14707 Woodcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

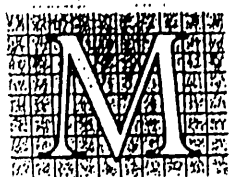
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WOODS LOT 6

EXHIBIT B SITE PLAN



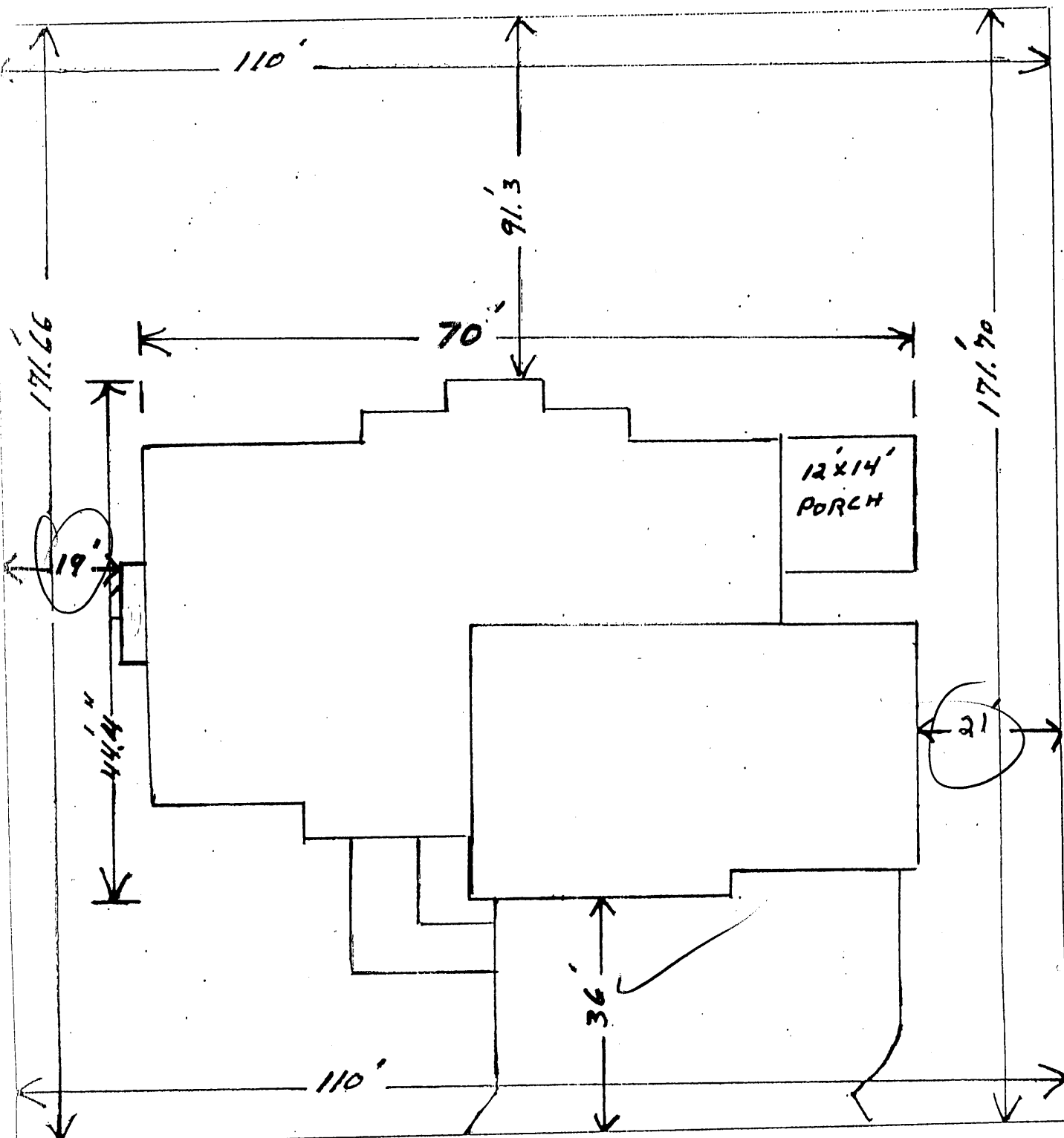
MILLARD CONSTRUCTION, INC.
1825 Industrial Circle • West Des Moines, Iowa 50265 / 515-222-0684 Fax: 515-222-1185

DATE July 18, 1994

LOCATION/ADDRESS: 14707 Woodcrest Dr.

LEGAL DESCRIPTION: Lot 6 - COUNTRY CLUB WOODS

PLAN NO: BARRINGTON



S

LEGEND:

- EXISTING CONTOUR LINES
- FINISHED GRADE
- PUBLIC WATER MAIN
- PUBLIC SANITARY SEWER
- PUBLIC STORM SEWER
- DIRECTION OF SURFACE DRAINAGE

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 1 day of Aug, 2025.

GRANTOR:

By: George Phillips

Printed Name: GEORGE PHILLIPS

Owner(s) of Property Located at: 14926 Sheridan Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WOOD CREEK PLAT 1 LOT 27

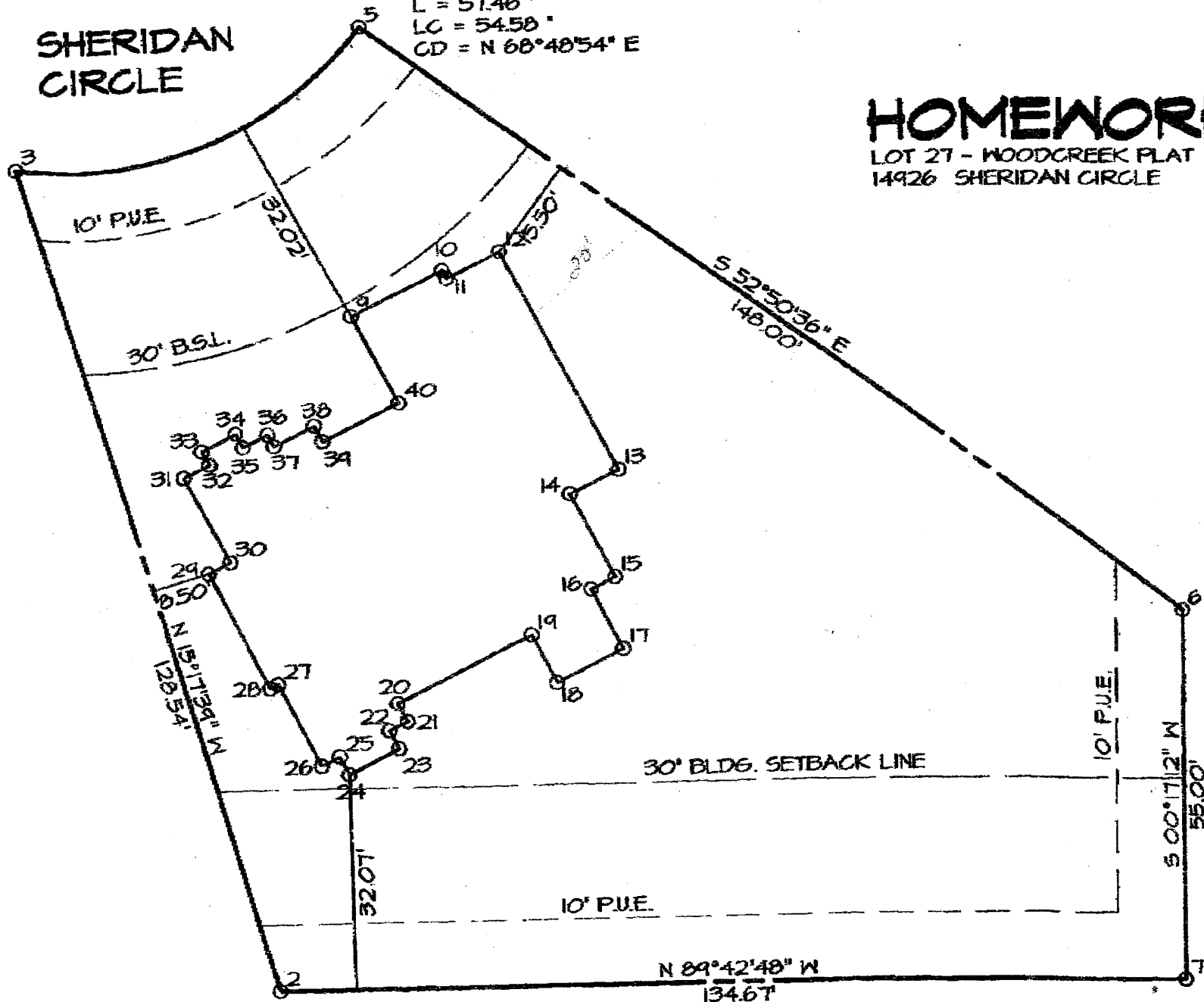
EXHIBIT B

SHERIDAN
CIRCLE

R = 52.00'
T = 32.06'
L = 57.46'
LC = 54.50'
CD = N 68°48'54" E

HOMeworks

LOT 27 - WOODCREEK PLAT I
14926 SHERIDAN CIRCLE



SCALE: 1" = 20'

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 16th day of August, 2025.

GRANTOR:

By: Carolina Swanson and Jeff Swanson

Printed Name: Carolina Swanson and Jeff Swanson

Owner(s) of Property Located at: 15107 Wildwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

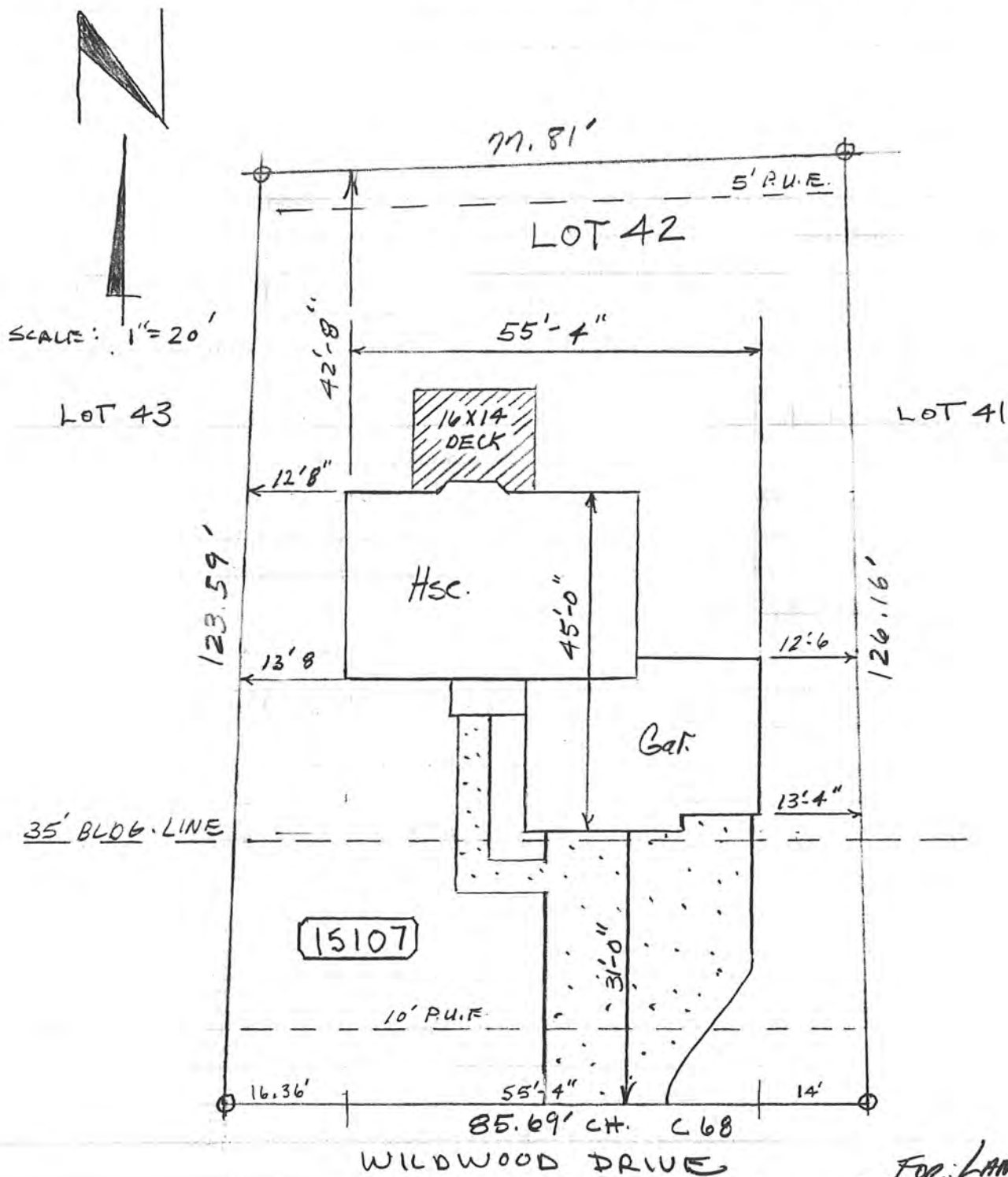
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 9 LOT 42

EXHIBIT B

SITE PLAN FOR:
15107 WILDWOOD DRIVE
CLIVE, IA.
LOT #42 COUNTRY CLUB WEST PLAT 9



FOR: LANDMARK
BUILDERS
4/14/98

By: G. CLYDE SEARO

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 4 day of August, 2025.

GRANTOR:

By: Alan Muenzenmay

Printed Name: Alan Muenzenmay

Owner(s) of Property Located at: 15127 Wildwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 9 LOT 43

2/23/96

SITE PLAN FOR:
15127 WILLOWOOD DRIVE
LOT # 43 COUNTRY CLUB WEST PLAT 9
OKRIDGE II - (WHIRPOOL MASTER BATH)



SCALE: 1"=20'

LOT 44

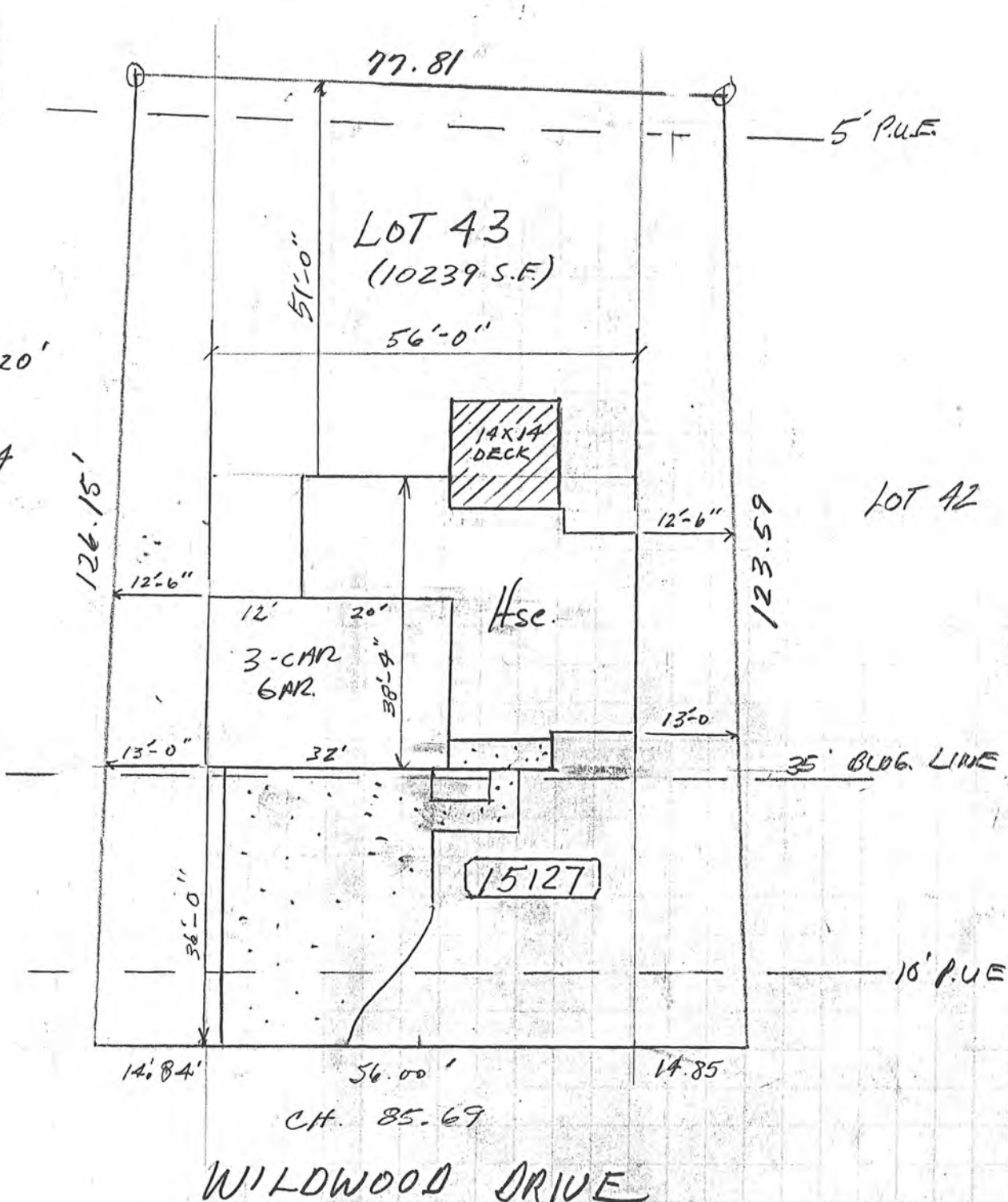


EXHIBIT B

PREPARED FOR: LANDMARK BUILDERS
BY G. CLYDE SEAGO

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

By: Cal Schwandt

Printed Name: Cal Schwandt

Signed this 29th day of July, 2025. Owner(s) of Property Located at: 15133 Sheridan Ave
Clive, Iowa 50325

GRANTOR:

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

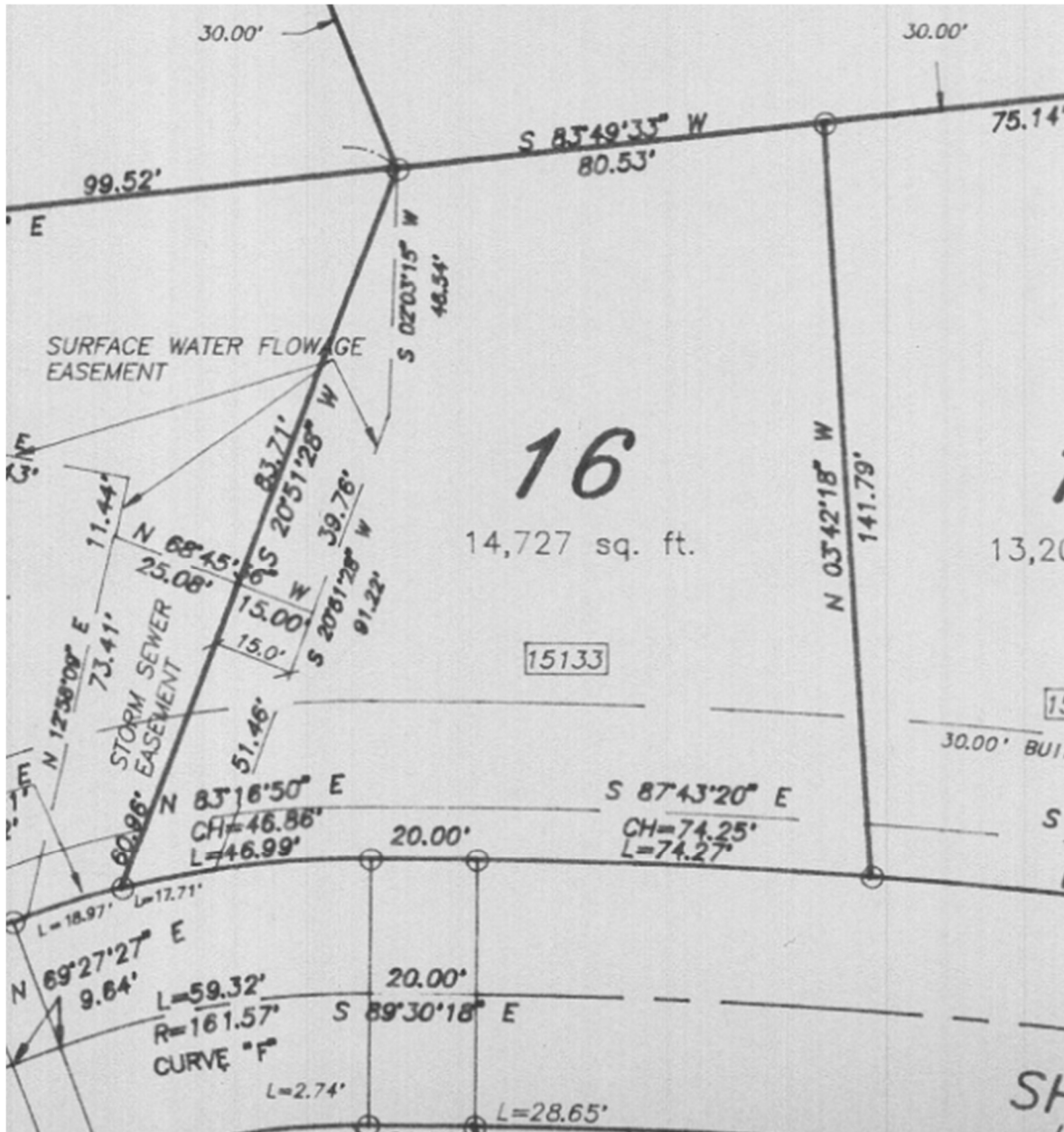
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WOOD CREEK PLAT 1 LOT 16

EXHIBIT E

WOOD CREEK PLAT 1 LOT 16



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18th day of August, 2025.

GRANTOR:

By. 

Printed Name: DARRELL LARSEN

Owner(s) of Property Located at: 15135 Hawthorn Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 7 LOT 27

COUNTRY CLUB WEST PLAT 7 LOT 27



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

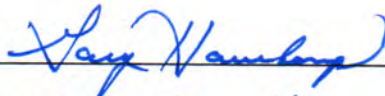
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29th day of July, 2025.

GRANTOR:

By: 

Printed Name: Gary Haverkamp

Owner(s) of Property Located at: 15164 Bryn Mawr Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

DEER RIDGE WEST PLAT 3 LOT 13

EXHIBIT B

CH
1055

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 9 day of August, 2025.

GRANTOR:

By: [Signature]

Printed Name: Brian Schmidt

Owner(s) of Property Located at: 15209 Hawthorn Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 9 LOT 7

SITE PLAN

EXHIBIT B

LEGAL DESCRIPTION

LOT 7 IN COUNTRY CLUB WEST PLAT 9

OWNER: MAURO DEVELOPMENT CORPORATION
4314 SW 3rd Street
DES MOINES, IOWA 50315

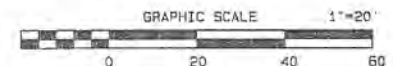
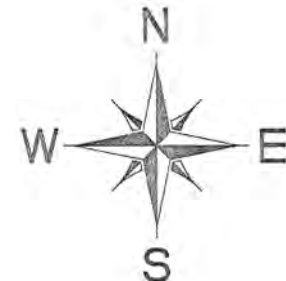
FINISH ELEVATION

TOP FOOTING ELEVATION	
GARAGE FLOOR ELEVATION	
FIRST FLOOR ELEVATION	

BENCH MARK: MH HAWTHORN 6 152nd
SANITARY MAN-HOLE
BM ELEVATION = 98.70'

NOTE: THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR AT THE TIME OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

EASEMENT (a) = Storm Sewer Easement



LEGEND

- ▲ SECTION CORNER FOUND
- PERMANENT CONTROL MARKER FOUND
- PERMANENT CONTROL MARKER TO BE SET
- PROPERTY CORNER TO BE SET CAP #5228
- PROPERTY CORNER FOUND
- #0000 ADDRESS
- P= PLATTED DISTANCE
- M= MEASURED DISTANCE
- A= ARC DISTANCE

I hereby certify that this plat, plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer and Land Surveyor, under the laws of the State of Iowa.

Signed: *D.M. Piagentini* Date: 3-11-96
D.M. PIAGENTINI, P.E. & L.S. Iowa Reg. No. 5228
My registration expires December 31, 1996



DATE	REVISIONS BY

Computer File:
A65:ENGINEER\085-036\01STEP1A.DWG

ASSOCIATED ENGINEERING CO. OF IOWA
DES MOINES, IOWA

SITE PLAN

15209 Hawthorn Court
Clive, Iowa 50325

2917 MARTIN LUTHER KING, JR. PARKWAY
PHONE (515) 255-3155

SCALE:
1" = 20'
DATE:
2-9-96
DRAWN BY:
CHECKED BY:
APPROVED BY:
PROJECT #:
200035

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 1st day of August, 2025.

GRANTOR:

By: 
Printed Name: Janace M. Zerwonke

Owner(s) of Property Located at: 15256 Woodcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

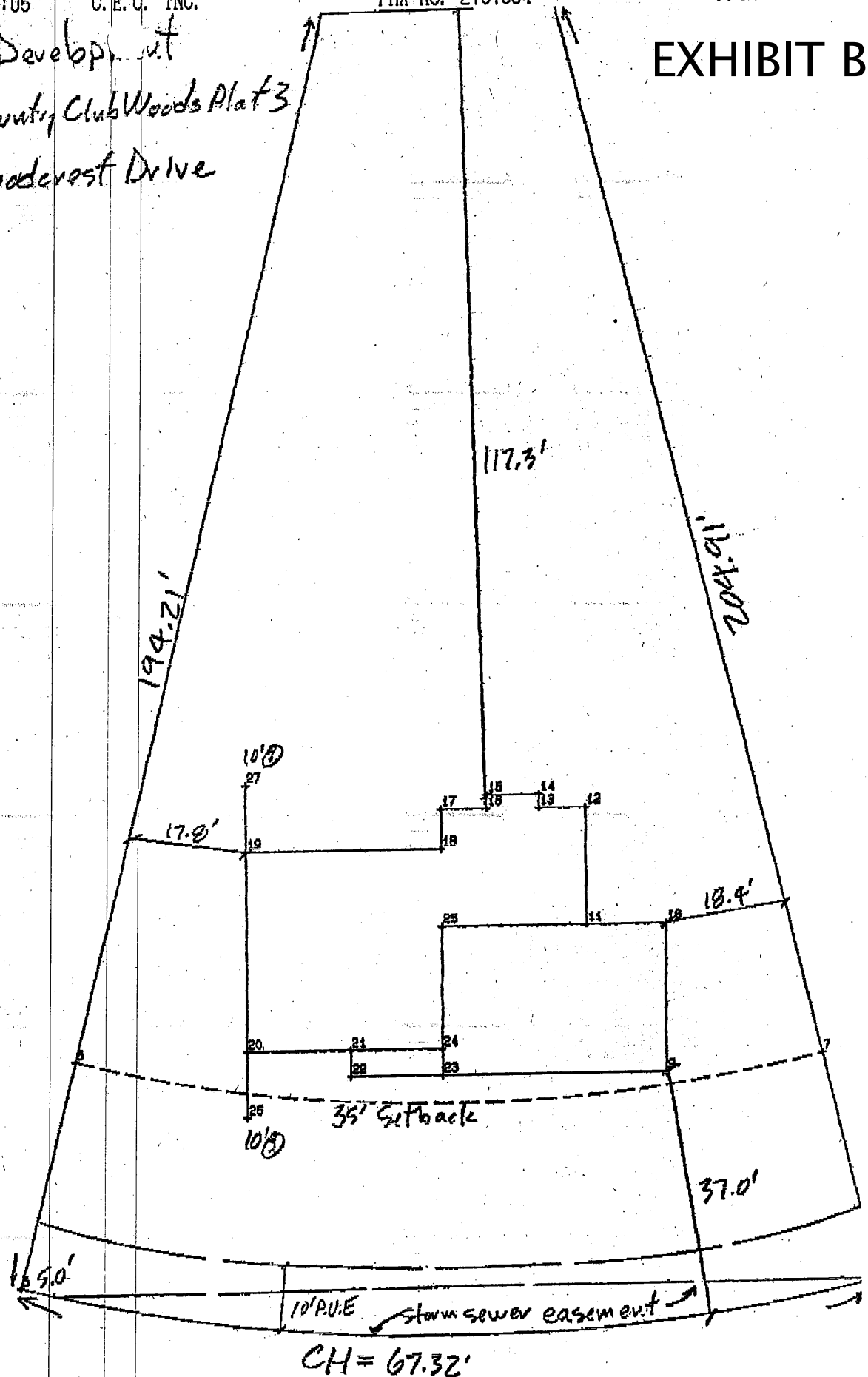
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WOODS PLAT 3 LOT 11

Accurate Development
 Lot 11 Country Club Woods Plat 3
 15256 Woodcrest Drive

EXHIBIT B



LS163

C.E.C.

2-7-96

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29th day of July, 2025.

GRANTOR:

By: Jay Johnson

Printed Name: Jay Johnson

Owner(s) of Property Located at: 15899 Boston Pkwy
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

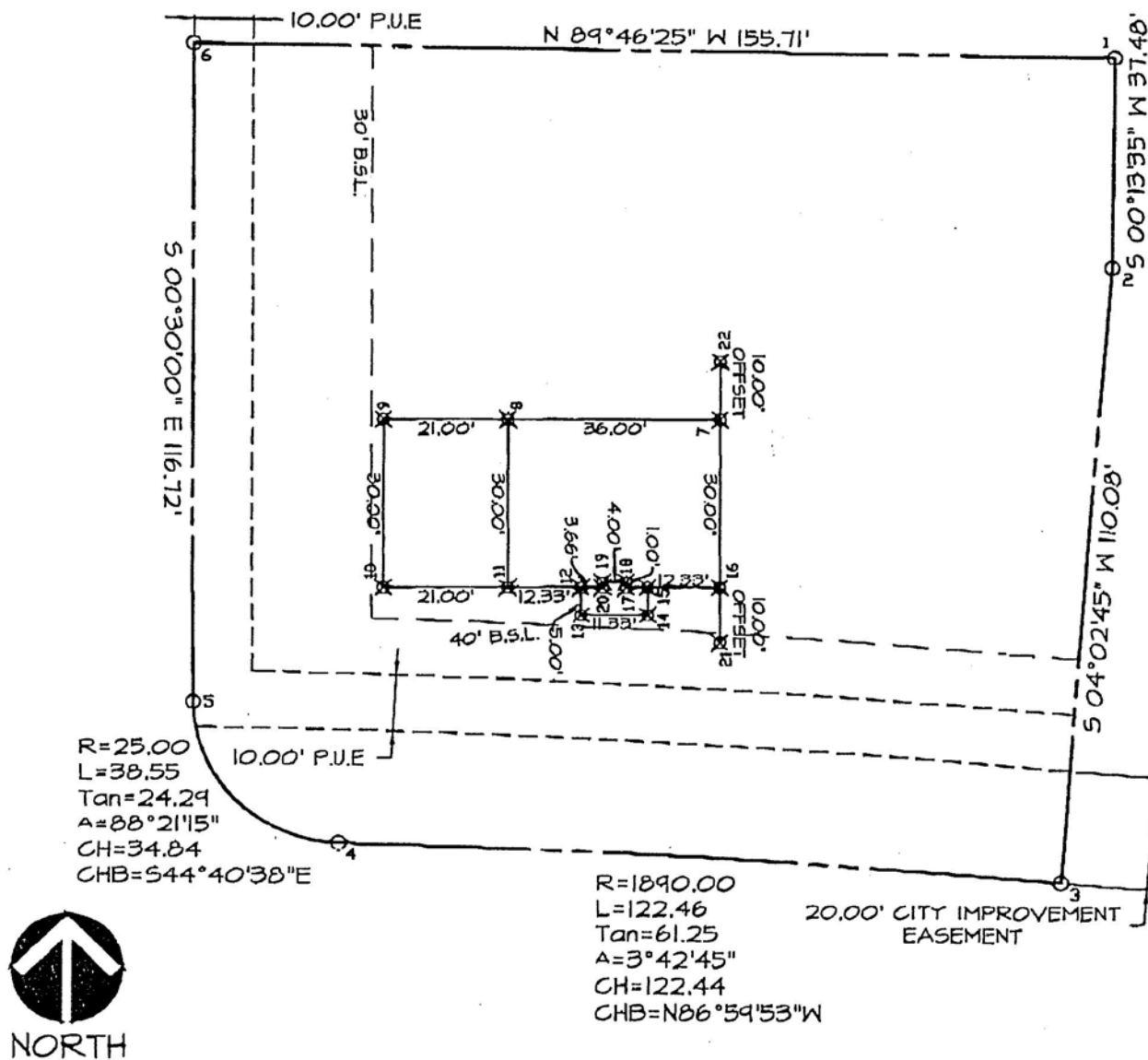
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

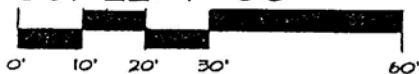
EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB GLEN PLAT 10 LOT 8

PREMIER BUILDERS
15899 BOSTON PARKWAY
LOT 8 COUNTRY CLUB GLEN PLAT 10



DATE: 12/30/02
SCALE: 1"=30'



CEC CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET, UNIT 12 DES MOINES, IOWA 50322.4379
PHONE: 515.276.4884 FAX: 515.276.7084
5-1078

S-1078

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 28 day of July, 2025.

GRANTOR:

By: Ryan Hamor

Printed Name: RYAN HAMOR

Owner(s) of Property Located at: 16403 Maple St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

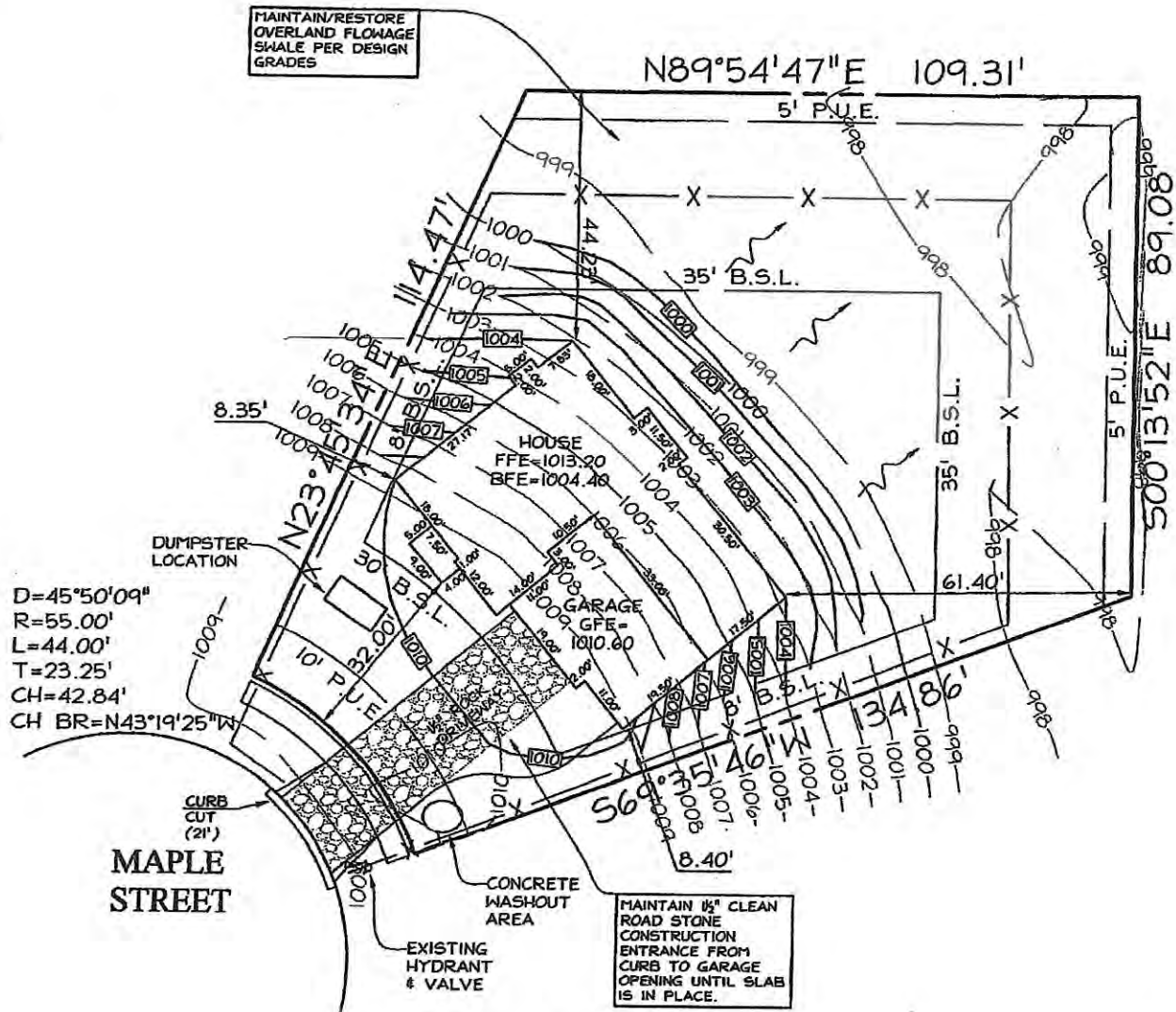
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 3 LOT 8

EXHIBIT B **PINNACLE CONSTRUCTION** **LOT 8 BERKSHIRE NORTH PLAT 3** **16403 MAPLE STREET, CLIVE**



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 28 day of July, 2025.

GRANTOR:

By: Ajay Mathema

Printed Name: Ajay Mathema

Owner(s) of Property Located at: 16405 Dellwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 4 LOT 8

EXHIBIT B

APPROVED FOR
CONSTRUCTION

QB Homes BROOKSHIRE NORTH PLAT 4 LOT 8 - 16405 DELLWOOD DRIVE

OVERDIG= 2.5'

NOTE:

1. CONTOUR AND EROSION
CONTROL FROM PROJECT
AS BUILT GRADING PLAN

2. STORM MANHOLE
ADJUSTMENT SHALL BE
COORDINATED WITH CITY
STAFF.

3. CONSTRUCTION
ENTRANCE ROCK SHALL
BE PROTECTED WITH
1-1/2" CLEAN ROAD
STONE FROM THE CURB
TO THE GARAGE OPENING
AND SHALL BE
MAINTAINED UNTIL SLAB
IS POURED.

SETBACKS

ZONING: R-2

FRONT = 30'

REAR = 35'

SIDE YARD =

8.0' MIN

D=44°47'58"

R=55.00'

L=43.00'

CH=41.92'

N19°42'27"W



REVISED: 09-26-12
REVISED: 09-19-12

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15th day of August, 2025.

GRANTOR:

By:



Printed Name:

Allan E. Stokes

Owner(s) of Property Located at: 16433 Creekside Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

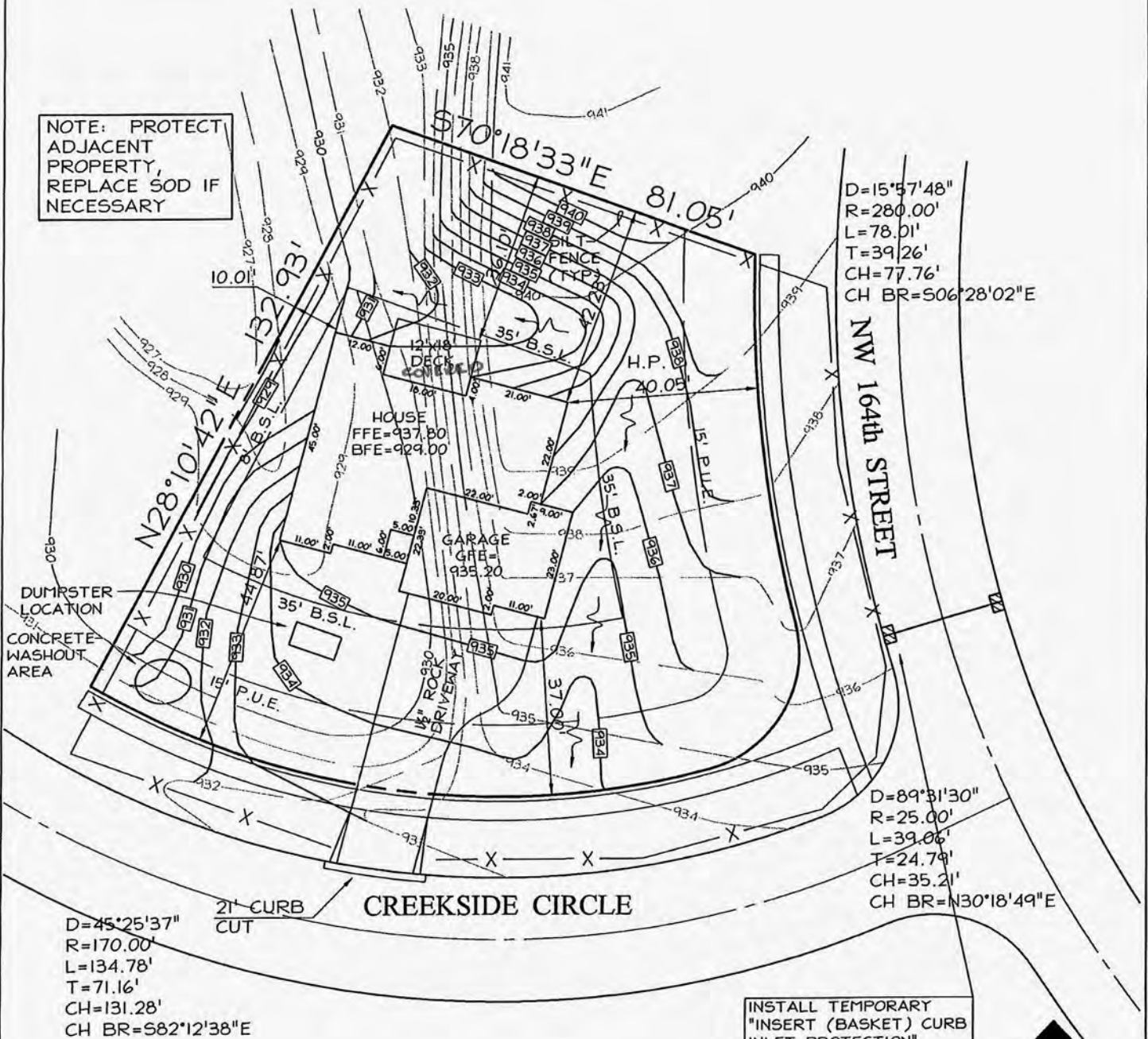
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 1 LOT 17

EXHIBIT B

DRAKE HOMES
LOT 17 WALNUT CREEK HILLS OF CLIVE PLAT 1
16433 CREEKSIDE CIRCLE, CLIVE



SETBACKS
FRONT - 35'
REAR - 35'
SIDE - 8'

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th Street, Suite 800, West Des Moines, IA 50265
Phone: (515) 224-1344 Fax: (515) 224-1345

0 15 30
SCALE: 1"=30'
DATE: 11-1-2011
JOB NUMBER
CH
3127

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 12 day of August, 2025.

GRANTOR:

By: Charles Sunstrom

Printed Name: Charles Sunstrom

Owner(s) of Property Located at: 16489 Oakbrook Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

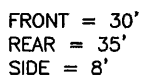
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT TWO LOT 16

LOT 16 BERKSHIRE NORTH PLAT 2
16489 OAKBROOK DR
CLIVE, IOWA



5375 BEISSER DRIVE, SUITE A, GRIMES, IA 50111
PHONE: (515) 986-5566 FAX: (515) 986-1118

SCALE: NA
DATE: 04/24/09

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 4 day of August, 2025.

GRANTOR:

By: 

Printed Name: Caleb Kester 515-745-1337

Owner(s) of Property Located at: 16523 Oakbrook Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

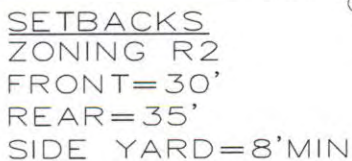
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT TWO LOT 17

EXHIBIT B



SCALE 1"=20'



A horizontal scale bar with alternating black and white segments. Below the bar, the number '0' is at the left end and '20' is at the right end.

0706.172  CIVIL DESIGN ADVANTAGE 3405 CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
DATE: 02-25-13

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 17th day of August, 2025.

GRANTOR:

By: 

Printed Name: Russell G. Tigges

Owner(s) of Property Located at: 16568 Creekside Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 1 LOT 12 &
12A

PRINTED: Fri Mar 23, 2012 1:42:41PM

LEGAL: Lots 12 & 12A in WALNUT CREEK HILLS OF CLIVE PLAT 1

MAINTAIN SWALE AND RESTORE SOD AS NEEDED AT PROPERTY LINE
TO THE NORTH AND SOUTH OF THE PROPERTY.



- 1) EROSION CONTROL MEASURES WILL BE INSTALLED AT THE PERIMETER OF THE PROPERTY PRIOR TO ANY CONSTRUCTION ACTIVITY.
- 2) STABILIZED ROCK CONSTRUCTION ENTRANCE WILL BE INSTALLED AFTER BACKFILL.
- 3) EROSION CONTROL MEASURES WILL BE INSPECTED DAILY AND MAINTAINED AS NECESSARY TO ENSURE THEIR FUNCTION.
- 4) EROSION CONTROL MEASURES SHALL BE KEPT IN PLACE UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- 5) EXPOSED SOILS SHALL BE SEEDED AND/OR SODDED NO LATER THAN SEPTEMBER 1ST.
- 6) ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BASED ON FIELD INSPECTION.
- 7) ALL CONSTRUCTION DEBRIS SHALL BE REMOVED FROM ALL ADJOINING SITES AND SEEDED PRIOR TO COMPLETION OF PROJECT.
- 8) ALL CONSTRUCTION DEBRIS AND SEDIMENTATION SHALL BE REMOVED FROM THE PUBLIC STREET EACH DAY.
- 9) NO GRADING OR SOIL STORAGE IS PERMITTED IN THE OVERLAND FLOWAGE EASEMENT AREA.
- 10) AS AS-BUILT SURVEY MAY BE REQUIRED FOR ANY LOT WITH AN OVERLAND FLOWAGE/ DETENTION EASEMENT TO ENSURE ADEQUATE CAPACITY REMAIN FOLLOWING FINAL GRADING.

PROJECT# 204382

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 7 day of August, 2025.

GRANTOR:

By: mmck

Printed Name: Chandana Karunatilaka

Owner(s) of Property Located at: 16607 Dellwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)

) SS

COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham

City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

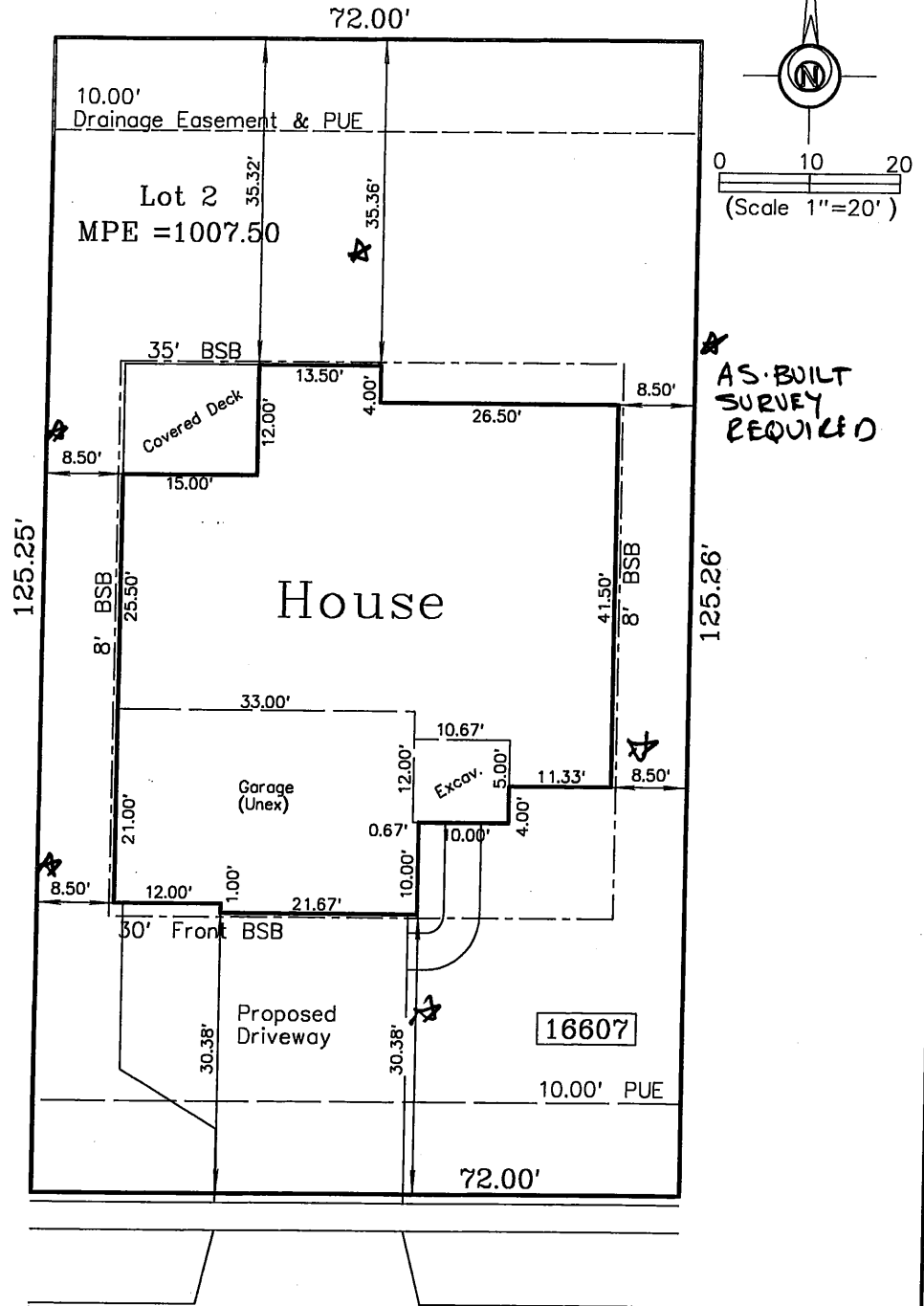
BERKSHIRE NORTH PLAT 6 LOT 2

HOUSE SITUATION PLAN

For:
SKS HOMES
Site Address:
16607 Dellwood Dr.
Clive, IA
Legal Description:
Lot 2, Berkshire North Plat 6,
Clive, Dallas County, Iowa.

**APPROVED FOR
CONSTRUCTION**

EXHIBIT B



AS-BUILT
SURVEY
REQUIRED

Approved by Contractor:

Signature

Date

Dellwood Drive

Notes:

- 1) The contractor has elected to determine his own building and site grades.
- 2) Verify (if applicable) the as-built sanitary sewer service location and elevation prior to construction. Adjust building grades as needed.
- 3) The contractor is responsible for insuring that all construction is in accordance with any Minimum Opening Elevation (M.O.E.), Minimum Protection Elevation (M.P.E.) or flood protection requirement(s).
- 4) The contractor is responsible for insuring that the driveway is located and constructed in accordance with any and all applicable City/County standards. Unless precise dimensions are called out the driveway is shown for conceptual purposes only. Verify also, any contractual requirements.
- 5) The contractor is responsible for any and all construction methods and or materials.
- 6) The contractor shall obtain a building permit prior to starting construction. The City/County Building Department shall verify proposed setbacks (see checkoff lower right) prior to issuing the building permit.
- 7) No changes unless authorized in writing by the City/County and Abaci Consulting, Inc.
- 8) Utilities are shown for reference only. The contractor is responsible for any and all damages to any utilities. Iowa law requires at least 48 hours advance notice prior to excavation. Notify Iowa One-Call at 1-800-292-8989.
- 9) The dimensions and setbacks are to the outside of foundation walls. Prior to construction the contractor shall verify that any soffits, overhangs, gutters, cantilevers, fascia, facades, etc. are not encroaching beyond required setbacks for solid building elements.
- 10) Refer to the detailed foundation plan for dimensional details. In the event of a discrepancy between this and the detailed foundation plan the detailed foundation plan shall govern. The contractor shall verify all foundation dimensions prior to construction.
- 11) The contractor shall verify any other special City/County requirements as related to sidewalks/recreation trails, or any other public improvements. Any depictions hereon are for conceptual purposes only.
- 12) This plan was prepared for City/County approval only. The contractor shall be responsible for meeting any and all requirements to comply with restrictive covenants.

City Building Dept. Checkoff:

	Okay	Not Okay
Front Setback	☐	☐
Side Setback	☐	☐
Rear Setback	☐	☐
Driveway Location	☐	☐
Easements	☐	☐

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

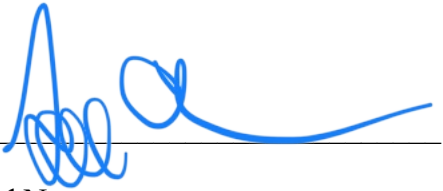
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 1st day of August, 2025.

GRANTOR:

By: 

Printed Name: Aaron Collmann

Owner(s) of Property Located at: 16652 Dellwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

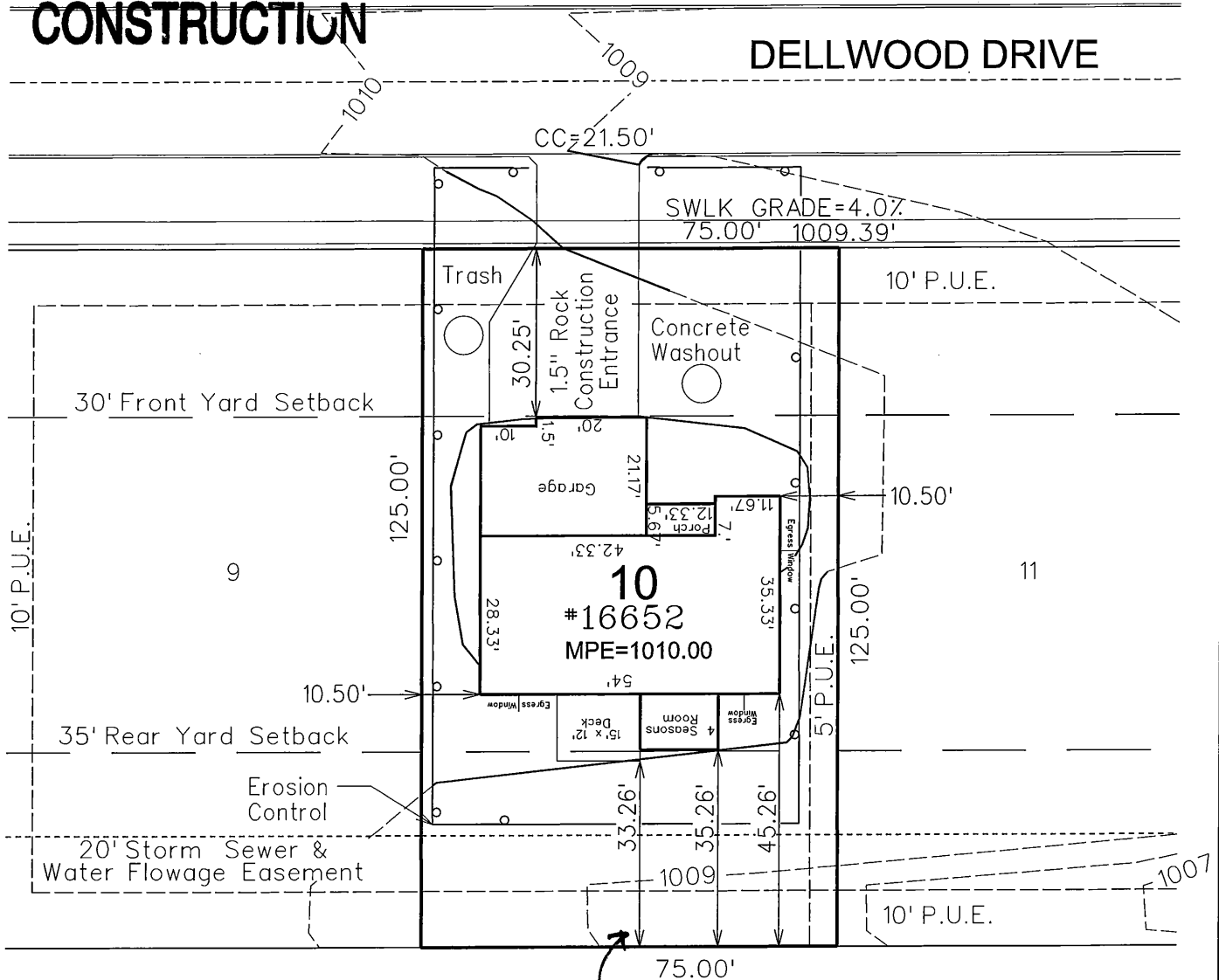
EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 6 LOT 10

EXHIBIT B

SITE PLAN

**APPROVED FOR
CONSTRUCTION**



GFFE=1011.00
BFFE=1003.85
MFFE=1012.50

ZONING: R-2

MINIMUM REQUIREMENTS:

FRONT YARD - 30'

REAR YARD - 35'

SIDE YARD - 8'/16'

ADDRESS: 16652 DELLWOOD DRIVE

CLIVE IA

HOUSE PLAN: UNKNOWN

ESTIMATED AREA:
DRIVEWAY - 822 SF
APPROACH - 300 SF
SIDEWALK - 226 SF
SOD - 6817 SF

0 30



SCALE (FEET)



HAPPE HOMES

Revised: 3-14-14 RSN

SHEET 1 OF 1

BERKSHIRE NORTH 6, LOT 10

PN: 113.0064

PM:

DATE: 12/31/13

TECH: DES



SNYDER & ASSOCIATES
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

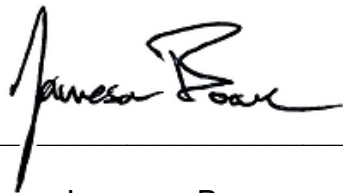
- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 31st day of July, 2025.

GRANTOR: 
By: _____

Printed Name: Jameson Boeve
Owner(s) of Property Located at: 16696 Wilden Dr

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

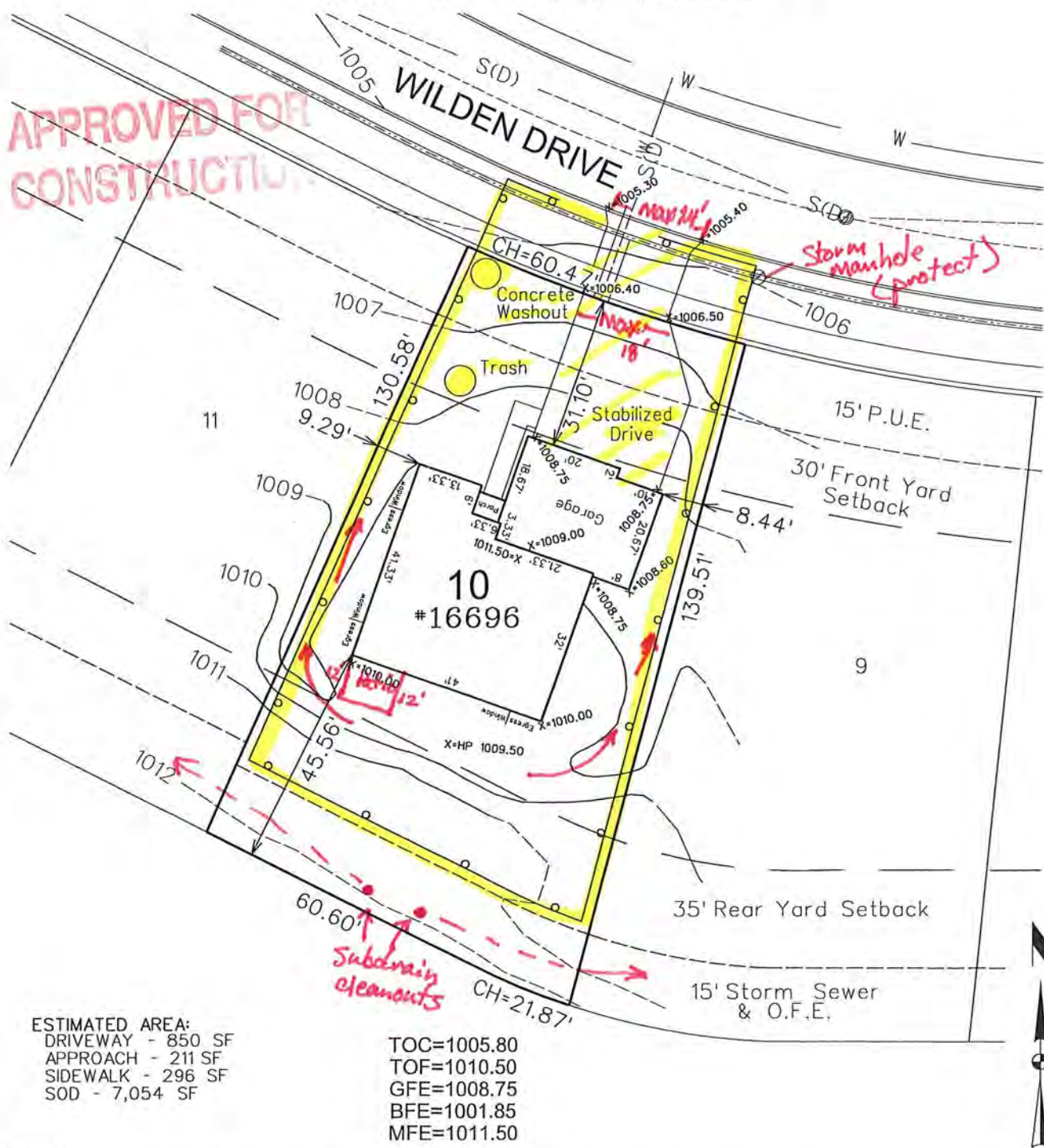
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

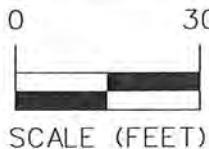
BERKSHIRE NORTH PLAT 9 LOT 10

EXHIBIT B

HAPPE HOMES BERKSHIRE NORTH PLAT 9, LOT 10 16696 WILDEN DRIVE, CLIVE



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020



PN: 118.0058
DATE: 12-3-18
TECH/PM: RSN/GAC

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 7th day of August, 2025.

GRANTOR:

By: [Signature]

Printed Name: Jobe Heick

Owner(s) of Property Located at: 16727 Dellwood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

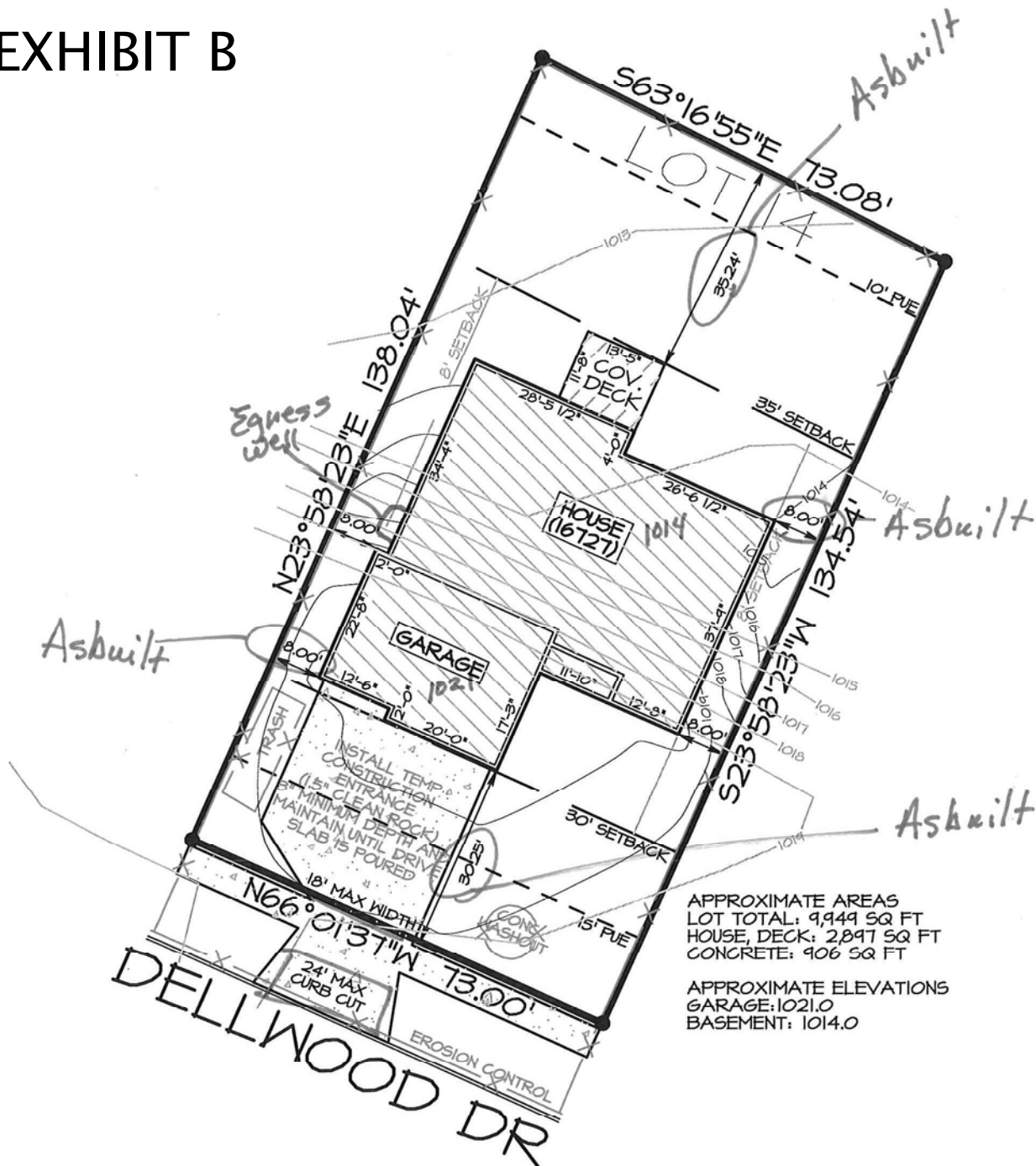
EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 7 LOT 14

CEDARBROOK BUILDERS

16727 DELLWOOD DR. CLIVE
LOT 14 IN BERKSHIRE NORTH PLAT 7

EXHIBIT B



APPROVED

AEC ASSOCIATED ENGINEERING
COMPANY OF IOWA
1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157



DATE: 11/26/19

Printed: Tue Nov 26, 2019 4:53:44AM

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in EXHIBIT A, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City csot-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

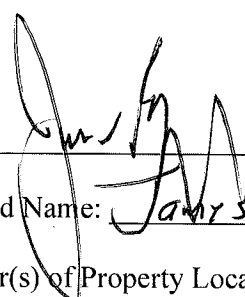
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 30th day of July, 2025.

GRANTOR:

By: 

Printed Name: James L Plagge

Owner(s) of Property Located at: 16934 Winston Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

VERONA HILLS PLAT 1 LOT 37

EXHIBIT B

JCS DEVELOPMENT L.L.C.

VERONA HILLS PLAT 1

LOT 37

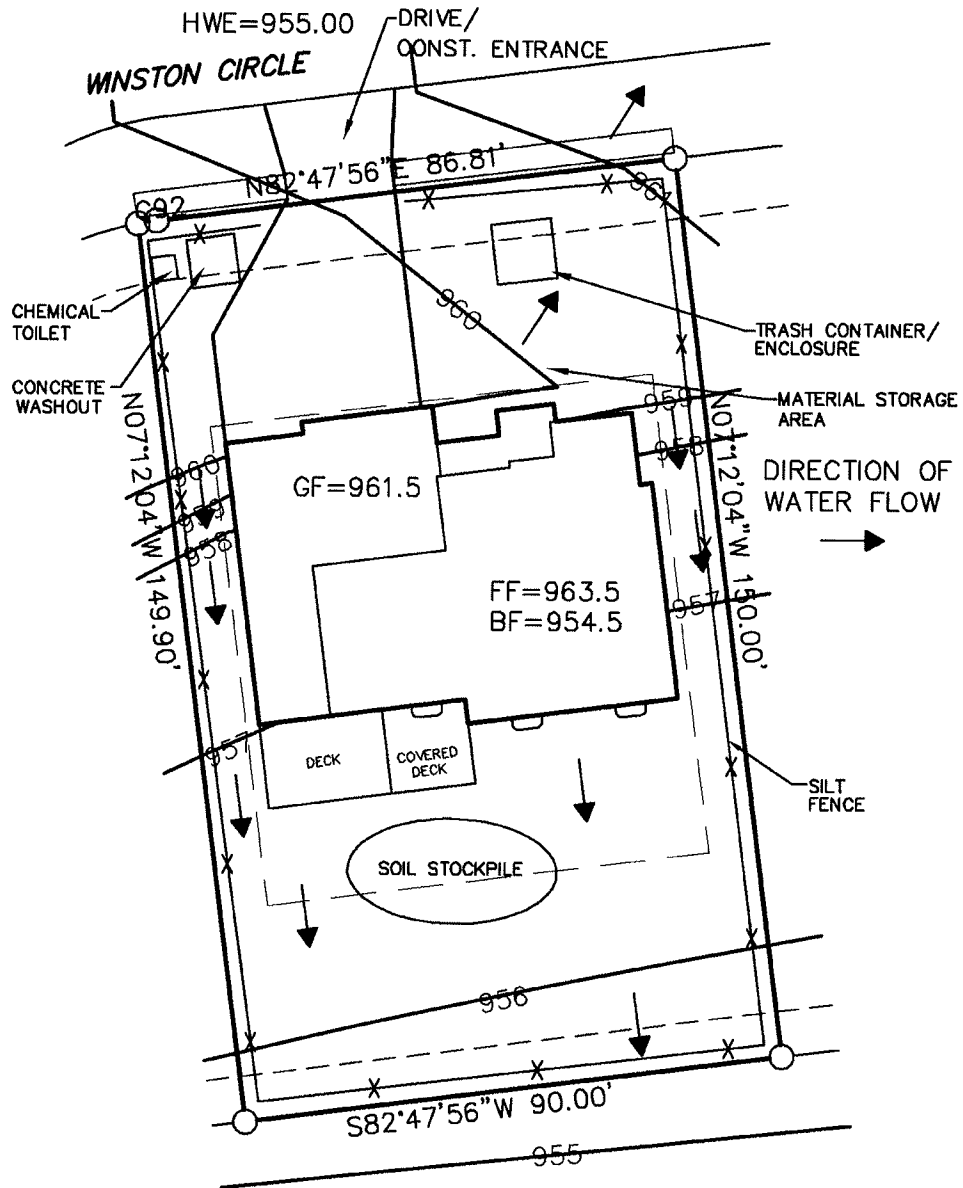
16934 WINSTON CIRCLE

CLIVE, IOWA



1"=30'

10/06/2011



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as "Grantor" or "Grantors", desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in EXHIBIT A, hereinafter referred to as the "Property"; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City csot-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B ("Temporary Easement Area"). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 29th day of July, 2025.

GRANTOR:

By: Lucy Mee

Printed Name: Andrew Yohe

Owner(s) of Property Located at: 17564 Aurora Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

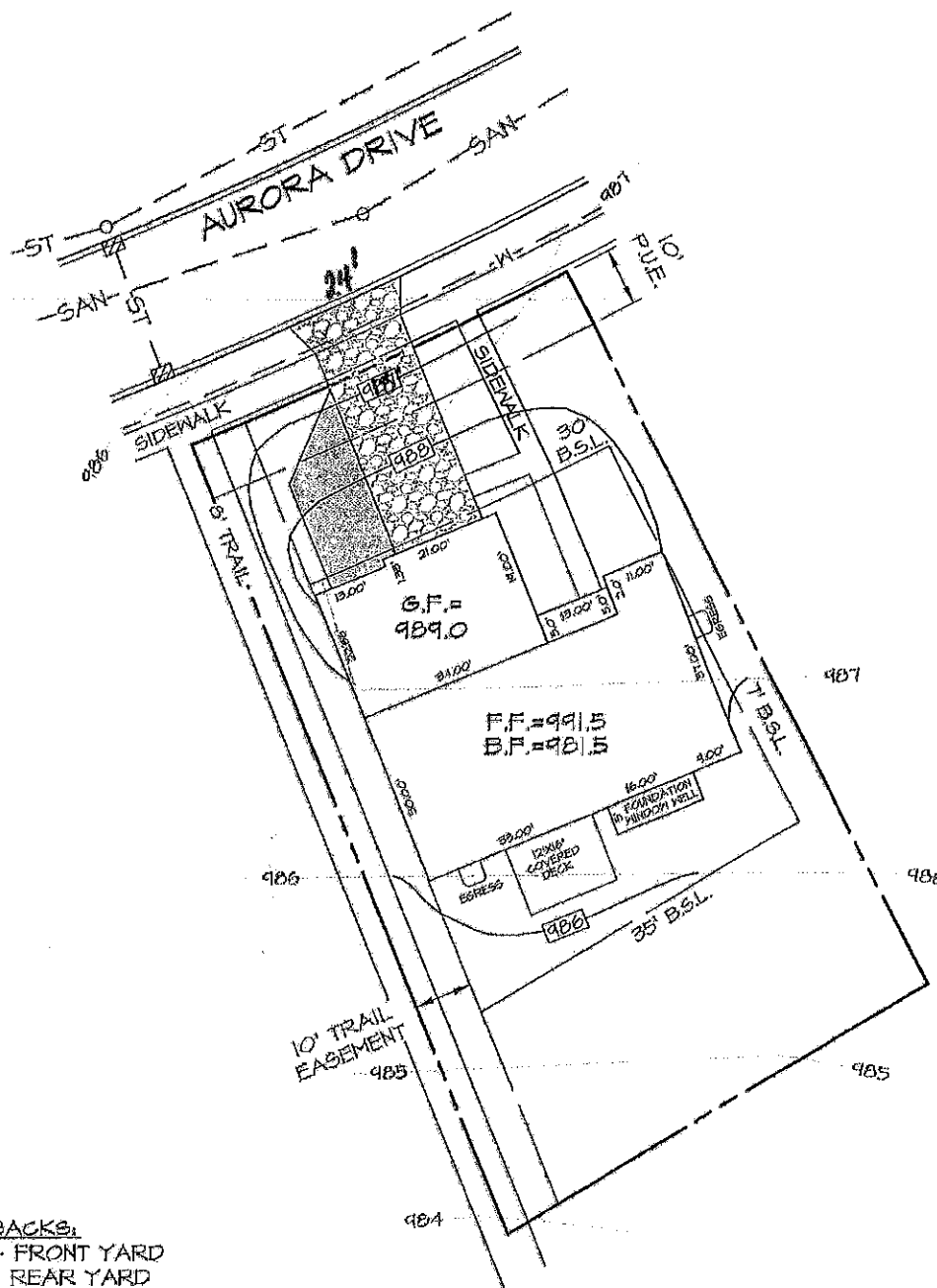
SHADOW CREEK PLAT 3 LOT 42

EXHIBIT B

BRAGA HOMES

LOT 42 - SHADOW CREEK PLAT 3

17564 AURORA DRIVE, CLIVE, IOWA



SETBACKS:
 30' - FRONT YARD
 35' - REAR YARD
 7' MIN. SIDE (?? TOTAL)



Scale: 1"=30'



Civil Engineering Consultants, Inc.

2400 86th Street, Unit 12, Des Moines, Iowa 50322
 515.276.4884, Fax: 515.276.7084, mail@cecinc.com
 S6992 8-07-2020



Public Works Department
2123 NW 111th St
Clive, IA 50325
(515)223-6231
(515)223-6013 Fax
www.cityofclive.com

July 29, 2025

Andrew Yohe
17564 Aurora Dr
Clive, IA 50325
Email address: ayohe54@yahoo.com
Mobile number:

SQR OFFER #25-063

City of Clive Soil Quality Restoration for Property:

SHADOW CREEK PLAT 3 LOT 42

Total Area Treated, sq. ft.	Total Cost	City Share	Property Owner Share
4944.742736000000 1	543.921 7	\$271.9609.0 0	\$271.960 9

**Click here to pay. (You will need to round up or
down to the nearest penny.)**

Deadline: 5 p.m. Monday, Aug 18, 2025

Questions? Need more information before proceeding? Watch your
email inbox for a webinar invitation.

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

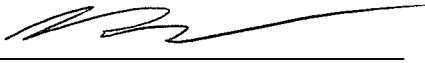
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of AUGUST, 2025.

GRANTOR:

By: 

Printed Name: KRISTOPHER GERBER

Owner(s) of Property Located at: 17660 Baxter Ct
Clive, Iowa 50325

please email: KGERB84@GMAIL.COM

phone: 217-306-1620

ACCEPTANCE BY CITY

prior to any work

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

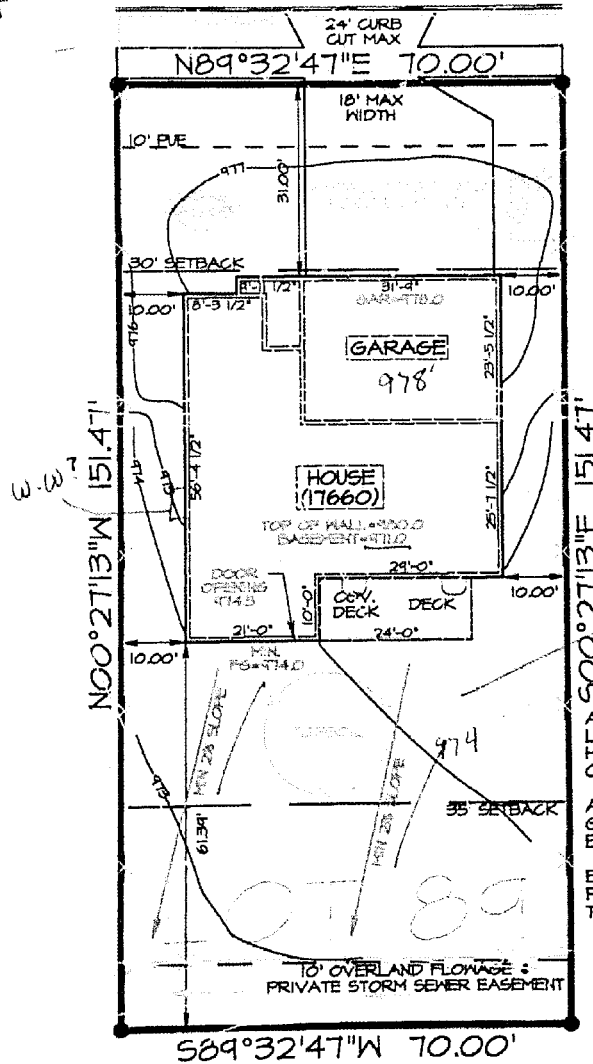
SHADOW CREEK PLAT 4 LOT 89

EMANATION HOMES

17660 BAXTER CT. CLIVE
LOT 89 IN SHADOW CREEK PLAT 4

Approved
RM CBO 4-6-20

BAXTER CT



Must maintain
a minimum of
2% rear
yard grade
slope

APPROXIMATE AREAS
LOT TOTAL: 10,603 SQ FT
HOUSE, DECK: 2,882 SQ FT
CONCRETE: 879 SQ FT

APPROXIMATE ELEVATIONS
GARAGE: 978.0
BASEMENT: 971.0

ELEVATIONS FOR ILLUSTRATION
PURPOSES ONLY - FINAL ELEVATIONS
TO BE DETERMINED BY THE BUILDER.

AEC ASSOCIATED ENGINEERING
COMPANY OF IOWA
1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: Amy Nguyen

Printed Name: Amy Nguyen

Owner(s) of Property Located at: 18148 Tanglewood
Dr

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 6 LOT 80

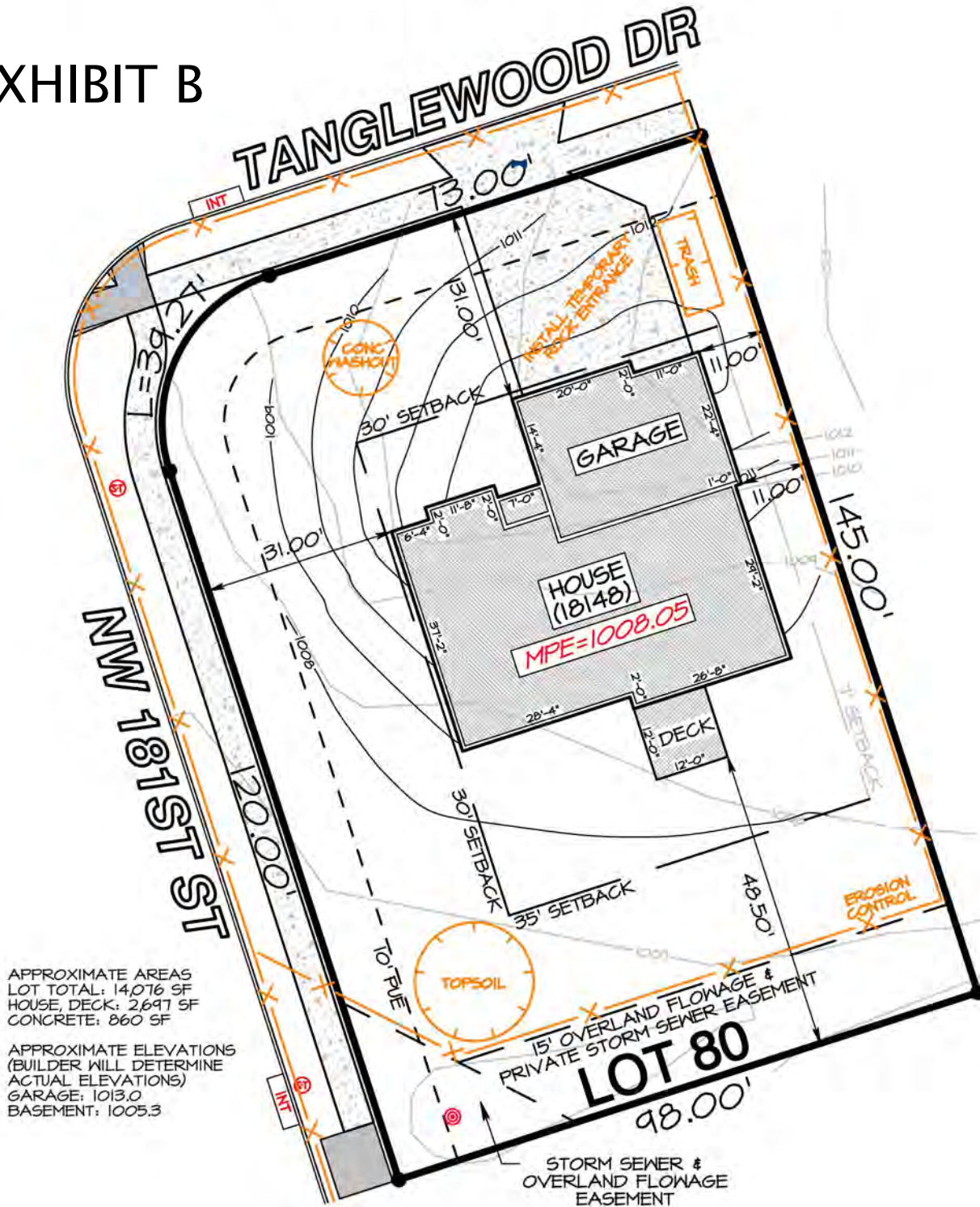


SAGE HOMES

18148 TANGLEWOOD DR. CLIVE

LOT 80 - SHADOW CREEK PLAT 6

EXHIBIT B



ASSOCIATED ENGINEERING COMPANY OF IOWA

1520 NW Irvinedale Dr. Ste 102 Ankeny, IA 50023
Phone: (515) 255-3156 Fax: (515) 255-3157

BUILDER TO VERIFY ALL DIMENSIONS & SETBACKS

NOTE: ANY CONCRETE IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. VERIFY ALL WIDTHS & LOCATIONS WITH THE APPROVED CONSTRUCTION DRAWINGS.

SETBACKS
FRONT: 30'
REAR: 35'
SIDE: 7'



PROJECT #
213637

DATE: 10/1/24

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

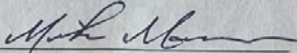
If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 19 day of August, 2025.

GRANTOR:

By: 

Printed Name: MIKE MORRISON

Owner(s) of Property Located at: 3654 NW 178th Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 4 LOT 25 & OUTLOT S

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 14 day of August, 2025.

GRANTOR:

By: Robert Vernon

Printed Name: Robert Vernon

Owner(s) of Property Located at: 4366 NW 168TH CT
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 93

Q:\S-FILES\S-5200\S5207\dwg\S5207 04-29-2011.DWG, CLIVE, 5/11/2011 9:08:27 AM, jsmith, 1:1

LOT 93 WALNUT CREEK HILLS OF CLIVE PLAT 2

[illegible]

SCALE: 1"=30'



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com
S5207 05-09-2011

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: Curtis B Hollebrands

Printed Name: Curtis B Hollebrands

Owner(s) of Property Located at: 10189 Lincoln Ave
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

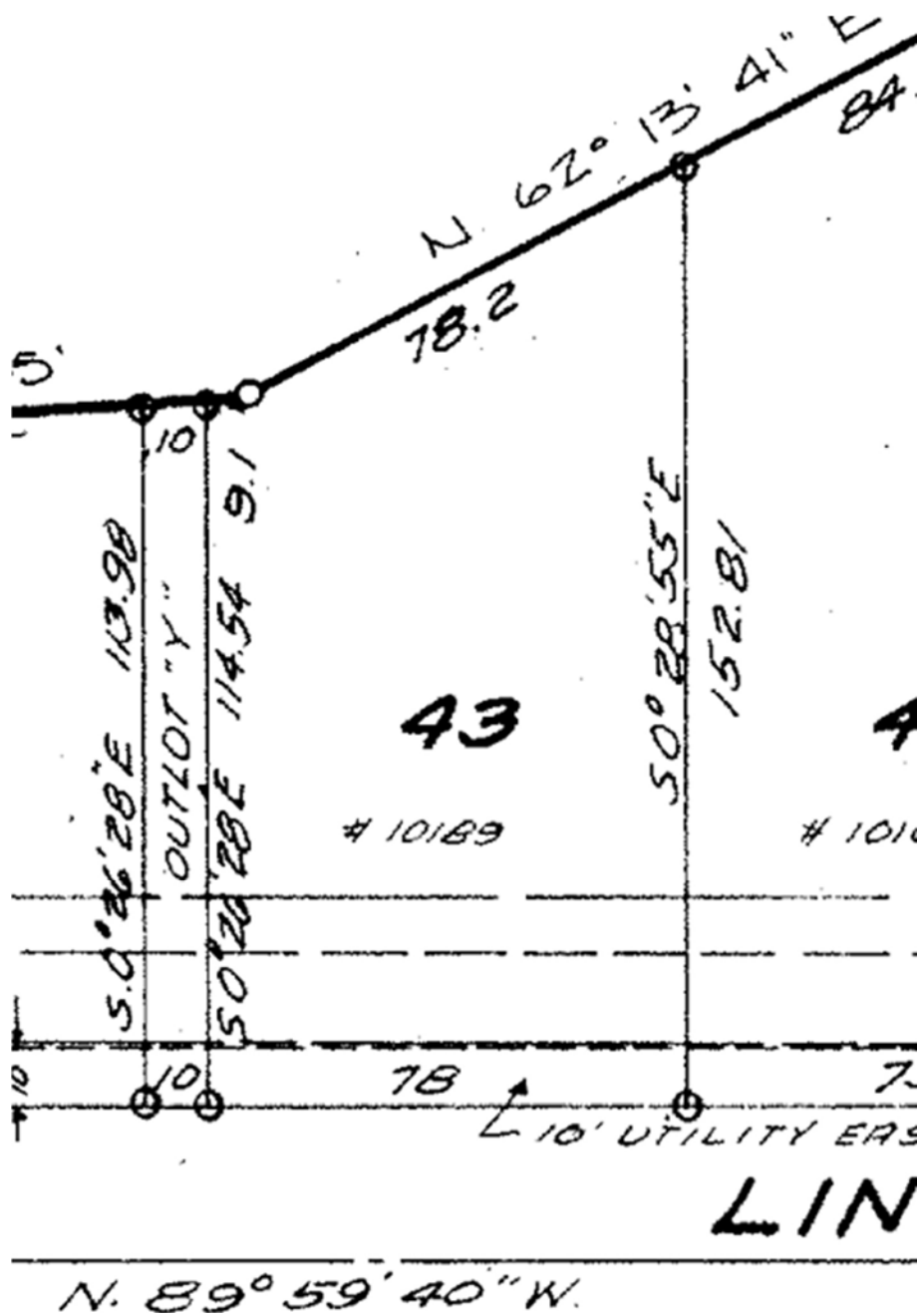
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 43 INDIAN HILLS PLAT 7

EXHIBIT B

INDIAN HILLS PLAT 7 LOT 43



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18 day of August, 2025.

GRANTOR:

By: Amy Nguyen

Printed Name: Amy Nguyen

Owner(s) of Property Located at: 18148 Tanglewood
Dr

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 6 LOT 80

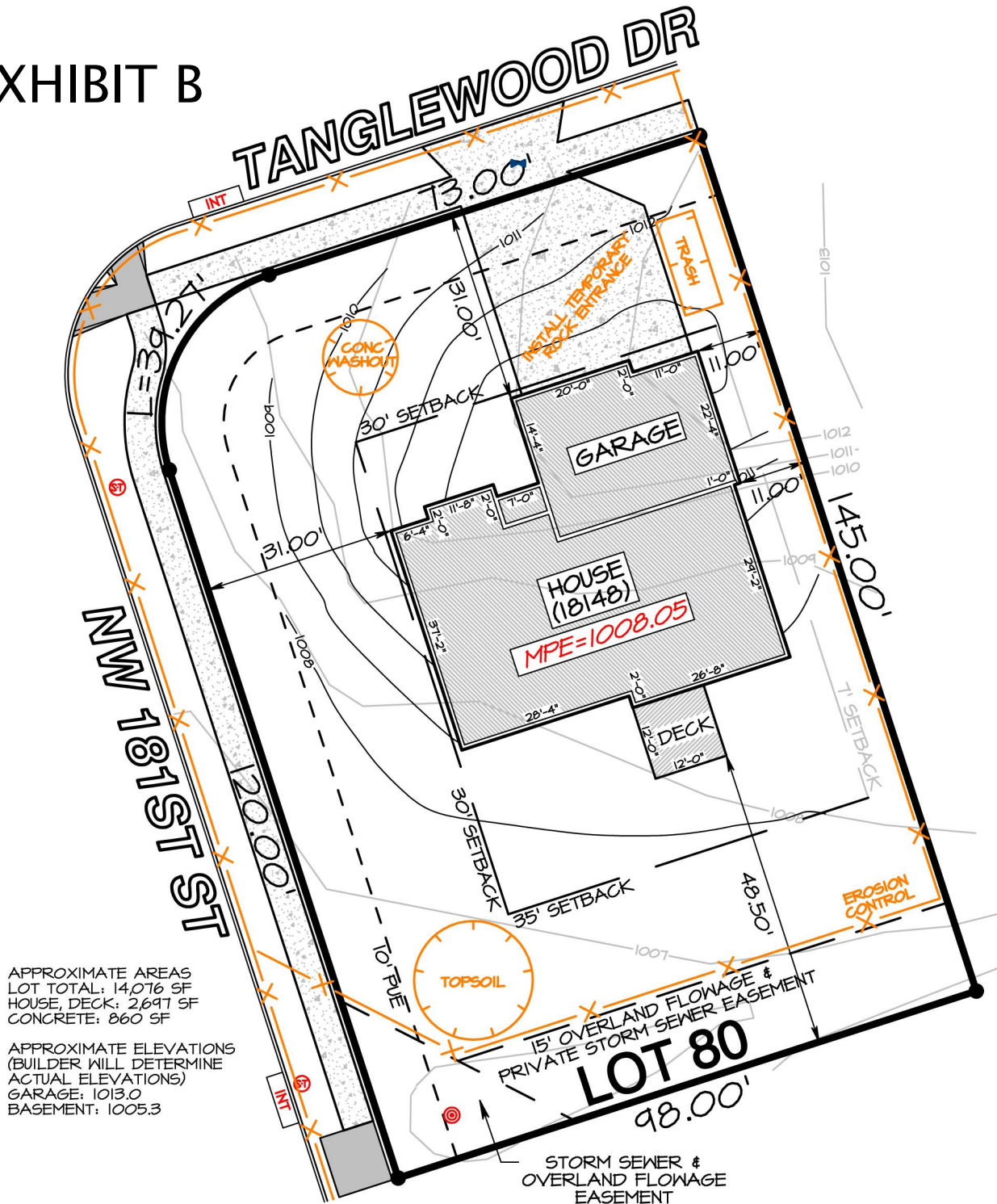


SAGE HOMES

18148 TANGLEWOOD DR. CLIVE

LOT 80 - SHADOW CREEK PLAT 6

EXHIBIT B



APPROXIMATE AREAS
LOT TOTAL: 14,076 SF
HOUSE, DECK: 2,697 SF
CONCRETE: 860 SF

APPROXIMATE ELEVATIONS
(BUILDER WILL DETERMINE
ACTUAL ELEVATIONS)
GARAGE: 1013.0
BASEMENT: 1005.3



ASSOCIATED ENGINEERING COMPANY OF IOWA

1520 NW Irvinedale Dr. Ste 102 Ankeny, IA 50023
Phone: (515) 255-3156 Fax: (515) 255-3157

BUILDER TO VERIFY ALL DIMENSIONS & SETBACKS

NOTE: ANY CONCRETE IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. VERIFY ALL WIDTHS & LOCATIONS WITH THE APPROVED CONSTRUCTION DRAWINGS.

SETBACKS
FRONT: 30'
REAR: 35'
SIDE: 7'



PROJECT #
213637

DATE: 10/1/24



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: August 28, 2025

RE: Approve Pay Rate - Jayson Gunn - Parks Senior Operations Specialist
- Park Grounds - \$40.12/Hr - Effective 9/8/2025

SYNOPSIS:

Following an internal recruitment process, the selection committee has recommended the promotion of Jayson Gunn to the position of Parks Senior Operations Specialist – Park Grounds. Jayson brings a wealth of experience, with the past 17 years with the Parks Department as an Operations Specialist.

Jayson has shown a willingness to mentor and train new team members, sharing his knowledge and guiding others through many job tasks and projects. This recommendation reflects not only his job-related expertise but also his commitment to the team's growth and the city's operational excellence.

Attachments:

1. Gunn Offer Letter
2. Gunn Resume
3. Parks Sr. Ops Spec Park Grounds Job Description

Memo

TO: Jayson Gunn
FROM: Matt McQuillen, City Manager
DATE: August 19, 2025
RE: Employment Offer



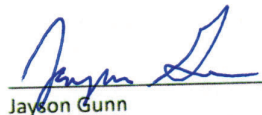
Human Resources

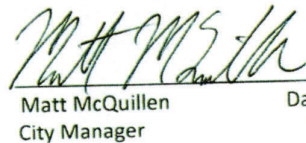
It is my pleasure to offer you the opportunity to be the next Parks Senior Operations Specialist – Park Grounds for the City of Clive. Your past experience as a Parks Operations Specialist will aid in your success in this new position. I look forward to your continued growth as you assume the additional duties as required for this new position.

I anticipate, dependent upon your acceptance, to have my recommendation before the City Council on August 28, 2025. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

Proposed Start Date:	September 8, 2025
Beginning Salary:	\$40.12/hour
Employment Status:	Non-Exempt
Direct Supervisor:	Joel Pasco

If the above is acceptable please sign in the space provided below and return to the Human Resources department. Richard Brown and Jeff Thielen look forward to you becoming part of the Clive Parks Senior Team.

 8/20/25
Jayson Gunn Date

 8/19/25
Matt McQuillen Date
City Manager



City of Clive (IA)

Parks Senior Operations Specialist - Park Grounds

CLASS CODE	PKSROPSPECGR	SALARY	\$30.12 - \$39.16 Hourly \$62,650.98 - \$81,448.00 Annually
ESTABLISHED DATE	June 26, 2025	REVISION DATE	July 03, 2025

JOB SUMMARY

Performs manual labor and semi-skilled and skilled work often involving the operation of light-to-heavy-duty construction and maintenance equipment. Each employee is expected to; respect others, be customer driven, present a positive attitude, teaming environment, be honest and have integrity, be innovative and creative, communicate effectively, deal courteously with customers and co-workers, and maintaining effective relationships with others.

- Parks – Works primarily in Parks. Does not rotate. May occasionally be used in other areas when needed
- Natural Resources – Works primarily in Natural Resources. Does not rotate. May occasionally be used in other areas when needed.
- Facilities – Works primarily in Facilities. Does not rotate. May occasionally be used in other areas when needed.

JOB FUNCTION

Examples of Essential Job Functions

- Safely operates a variety of equipment which may include, but is not limited to: pickup trucks, dump trucks, tractors, loaders, backhoes, skid loaders, bucket truck, bobcat track loader, toolcat, mowers, chain saws, weed eaters, woodchipper, asphalt roller, boom truck and other motorized equipment with various attachments as needed.
- Performs installation, maintenance, and repair work on various sizes of pipes and conduits.
- Fabricates and welds special equipment for maintenance or construction projects.
- Operates and climbs ladders used in facilities and building maintenance.
- Provides general grounds maintenance as directed including fertilization and chemical applications.
- Mows, weeds, cuts brush, trim and removes trees, cleans up site by raking and /or hauling to the landfill.
- Sets and resets posts and replace or add new signs.
- Calculates or estimates amounts of materials needed for projects.
- Reads and interprets various types of meters and measuring devices.
- Makes mechanical and non-mechanical repairs to equipment.
- Performs construction work using a variety of materials; performs a variety of grounds, facilities, and other general maintenance activities.
- Asphalt Trail Maintenance, including concrete installation and repairs.
- Loads and unloads a variety of materials manually or using lifting equipment.

- Shelter, facility, park and Restroom custodial duties including litter control, emptying trash receptacles, cleaning, sanitizing restrooms and graffiti removal.
- Prepares ball fields for play as directed.
- Performs snow removal for park and city facilities. Operates snow removal equipment, plows, sanders, snow blowers, and may manually remove snow using a shovel as needed.
- Repairs public buildings, aquatic center features, playground equipment, fences and other park facilities using manual labor and equipment as needed.
- Collects and disposes of refuse along right of ways, parks or city owned buildings.
- Performs all duties in a manner consistent with proper safety policies and procedures; reads and interprets blueprints, technical manuals, construction drawings and Safety Data Sheets.
- Obtains current certifications as required, attends assigned safety training, SDS information and other trainings necessary to perform the work.
- Performs duties as assigned relating to park and trail maintenance and construction and public facility maintenance and construction.
- Performs complete custodial services (including but not limited to: dusting, trash removal, sweeping, vacuuming, floor care (all types), and window cleaning) necessary to ensure the proper interior and exterior care and sanitation maintenance of city facilities.
- Maintains records related to equipment and materials usage and other job activities.
- Basic computer literacy; including software program proficiency, email, spreadsheets, common software, word processing, and internet browsing.
- Regular attendance is essential to this position.
- Specific functions for each division may include:

Parks

- Chemical Applications
- Chainsaw & Woodchipper
- Landscaping & Horticulture
- Turf & Sports Field Maintenance
- Playground Inspection
- Irrigation Maintenance
- Forestry
- Urban Deer Management

Natural Resources

- Greenbelt Management
- Goat Management
- Invasive Species Management
- Pond Maintenance
- Chemical Applications
- Horticulture
- Forestry & Woodland Restoration
- Bio-Retention Cell Maintenance

Facilities

- Aquatic Center Maintenance; Water Sampling & Testing, Backwashing, Vacuuming
- Fleet Maintenance
- Automotive, Heavy Equipment, and Equipment Maintenance and Repairs
- Small Engine Repair

- Fabrication and Welding
- Facility Maintenance and Repair

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills and Abilities

- Two years of experience in City of Parks Division Operations, laboring work including the use of tools and equipment common to general construction, maintenance, and repair work.
- Must possess a valid class A Commercial Driver License with airbrake endorsement.
- Knowledge of the types and uses of common hand tools, materials, and equipment used in general construction, maintenance, and repair work; knowledge of the precautions necessary to work safely with and around mechanized construction and maintenance equipment.
- Skill in the use of tools, machinery, motorized vehicles, and other items common to general construction, maintenance, and repair work; skill in the use of measurement and diagnostic equipment common to general construction, maintenance, and repair work.
- Ability to assign job tasks and lead a crew of workers when supervisor is off duty; ability to perform manual tasks involving physical strength and endurance under variable weather conditions; ability to understand and carry out specific verbal or written instructions; ability to code and input division invoices; ability to operate motorized vehicles and other motorized equipment; ability to calculate or estimate the amounts of materials needed; ability to effectively communicate with others; ability to establish and maintain effective working relationships with citizens or public service organizations, supervisors, co-workers, other city employees, and vendors.
- Ability to present positive attitude to residents, co-workers and contractors.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.
- Annual Leadership and Management Training

Education, Training, and Experience:

Education Required:	High school diploma or equivalent G.E.D/HiSet.
Education Preferred:	Commercial applicator's license for State of Iowa.
Required Experience:	Two years of operating light and medium construction equipment.

Required Special Qualifications

- Shall maintain residency within a thirty (30) mile radius of Parks Maintenance Facility, 1885 NW 123rd, Street.
- Shall be generally available for off-hour emergencies, snow duty and/or work assignments.
- Attend annual training in related field.

Required Certifications

- Parks – Pesticide Applicators License, Ornamental & Turf Pest, Aquatic, & Right-of-Way; (CPSI) Certified-Playground Safety Inspector, Sport, Turf and Landscape Management Training.
- Natural Resources – Pesticide Applicators License, Ornamental & Turf Pest, Forest, Aquatic, & Right-of-Way, Prairie Fire Fighters Training S-130 & S-190, Annual Goat Management Seminar/Webinar.
- Facilities – CPO Certified Pool Operator, Pesticide Applicators License, Annual Equipment, Fleet Service Workshop

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Required Physical Activities: Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing, repetitive motions.

Physical Characteristics of the Job

Heavy work, exerting 50 to 100 pounds of force occasionally, and/or 25 to 50 pounds of force frequently, and/or 10 to 20 pounds of force constantly.

Environmental Characteristics

The work is performed primarily outside and includes seasonal exposure to cold, heat, wind, rain, snow, and other weather conditions. The worker is also exposed to awkward or confining workspace, darkness or poor lighting, dirt/dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness/humidity, working on uneven ground, mechanical hazards, chemical hazards, and traffic hazards. Also, the work may expose the employee to unpleasant social situations, a significant work pace pressure and irregular work hours.

EQUIPMENT

Equipment Essential to the Job

- A variety of motor vehicles and heavy equipment including pick-up trucks, dump trucks, aerial boom trucks, end loaders and backhoes.
- A variety of printed materials including memos, blueprints, instructions, maps, and schedules.
- A variety of measurement and diagnostic tools and equipment including tape measures, scales, levels, and squares.
- A variety of general-purpose maintenance equipment including brooms, shovels, cleaning equipment and chemicals, and extension cords; various welding equipment; hydraulic, air, and water hoses; power and hand tools including grinders, drills, saws, air compressors, pumps, screwdrivers, and wrenches.
- A variety of safety equipment and clothing including dust filters, ear plugs, a first-aid kit, gloves, safety goggles, raincoats, and gas monitors; personal computers and peripheral equipment; some office and audio-visual equipment including telephones, calculators and inspection equipment.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.

Other Requirements

APPENDIX TO: Senior Operations Specialist – Park Grounds

DEPARTMENT: Leisure Services - Parks Division

REPORTS TO: Parks Maintenance Supervisor

Additional Essential Job Functions

- Work under the general supervision of the Parks Supervisor and Parks Manager.
- Annual Sports, Turf and Landscape Management Training
- Performs duties as assigned relating to park and trail maintenance and construction and public facility maintenance and construction.
- Perform playground inspections and general maintenance as directed.
- Prepares ball fields for play as directed.

- Specific functions for Park Grounds Division may include:

*Chemical Applications

*Chainsaw & Woodchipper Operations

*Landscaping & Horticulture

*Turf & Sports Field Maintenance

*Playground Inspections

*Irrigation Maintenance

*Forestry

*Urban Deer Management

- Required Certifications

*Pesticide Applicators License, Ornamental & Turf Pest, Aquatic & Right-of-Way

*CPSI-Certified Playground Inspector



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: August 28, 2025

RE: Approve Pay Rate - Ryan Rolfes - Parks Senior Operations Specialist - Natural Resources - \$33.38/Hr - Effective 9/8/2025

SYNOPSIS:

Following an internal recruitment process, the selection committee recommended Ryan Rolfes for promotion to the position of Parks Senior Operations Specialist – Natural Resources. Ryan brings valuable experience in golf course maintenance and previously managed a nursery with over 150 varieties of trees, shrubs, and flowers. He has served the city for more than four years—three with the Parks Department as an Operations Specialist and one with the Public Works Department.

Ryan has demonstrated a clear commitment to personal and professional growth. This recommendation reflects not only his relevant experience, but also his dedication to strengthening our team and helping the city run more smoothly every day.

Attachments:

1. Rolfes Offer Letter
2. Rolfes Resume
3. Parks Sr. Ops Spec Natural Resources Job Description

Memo

TO: Ryan Rolfes
FROM: Matt McQuillen, City Manager
DATE: August 19, 2025
RE: Employment Offer



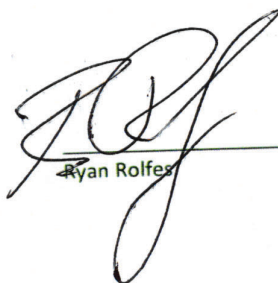
Human Resources

It is my pleasure to offer you the opportunity to be the next Parks Senior Operations Specialist – Natural Resources for the City of Clive. Your past experience as a Parks Operations Specialist will aid in your success in this new position. I look forward to your continued growth as you assume the additional duties as required for this new position.

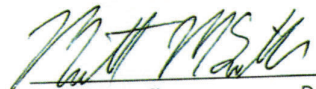
I anticipate, dependent upon your acceptance, to have my recommendation before the City Council on August 28, 2025. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

Proposed Start Date:	September 8, 2025
Beginning Salary:	\$33.38/hour
Employment Status:	Non-Exempt
Direct Supervisor:	Caleb Runkel

If the above is acceptable please sign in the space provided below and return to the Human Resources department. Richard Brown and Jeff Thielen look forward to you becoming part of the Clive Parks Senior Team.



Ryan Rolfes
8/19/25
Date



Matt McQuillen
City Manager
8/19/25
Date



City of Clive (IA)

Parks Senior Operations Specialist - Natural Resources

CLASS CODE	PKSROPSPECNR	SALARY	\$30.12 - \$39.16 Hourly \$62,650.98 - \$81,448.00 Annually
ESTABLISHED DATE	June 26, 2025	REVISION DATE	July 03, 2025

JOB SUMMARY

Performs manual labor and semi-skilled and skilled work often involving the operation of light-to-heavy-duty construction and maintenance equipment. Each employee is expected to; respect others, be customer driven, present a positive attitude, teaming environment, be honest and have integrity, be innovative and creative, communicate effectively, deal courteously with customers and co-workers, and maintaining effective relationships with others.

- Parks – Works primarily in Parks. Does not rotate. May occasionally be used in other areas when needed
- Natural Resources – Works primarily in Natural Resources. Does not rotate. May occasionally be used in other areas when needed.
- Facilities – Works primarily in Facilities. Does not rotate. May occasionally be used in other areas when needed.

JOB FUNCTION

Examples of Essential Job Functions

- Safely operates a variety of equipment which may include, but is not limited to: pickup trucks, dump trucks, tractors, loaders, backhoes, skid loaders, bucket truck, bobcat track loader, toolcat, mowers, chain saws, weed eaters, woodchipper, asphalt roller, boom truck and other motorized equipment with various attachments as needed.
- Performs installation, maintenance, and repair work on various sizes of pipes and conduits.
- Fabricates and welds special equipment for maintenance or construction projects.
- Operates and climbs ladders used in facilities and building maintenance.
- Provides general grounds maintenance as directed including fertilization and chemical applications.
- Mows, weeds, cuts brush, trim and removes trees, cleans up site by raking and /or hauling to the landfill.
- Sets and resets posts and replace or add new signs.
- Calculates or estimates amounts of materials needed for projects.
- Reads and interprets various types of meters and measuring devices.
- Makes mechanical and non-mechanical repairs to equipment.
- Performs construction work using a variety of materials; performs a variety of grounds, facilities, and other general maintenance activities.
- Asphalt Trail Maintenance, including concrete installation and repairs.
- Loads and unloads a variety of materials manually or using lifting equipment.

- Shelter, facility, park and Restroom custodial duties including litter control, emptying trash receptacles, cleaning, sanitizing restrooms and graffiti removal.
- Prepares ball fields for play as directed.
- Performs snow removal for park and city facilities. Operates snow removal equipment, plows, sanders, snow blowers, and may manually remove snow using a shovel as needed.
- Repairs public buildings, aquatic center features, playground equipment, fences and other park facilities using manual labor and equipment as needed.
- Collects and disposes of refuse along right of ways, parks or city owned buildings.
- Performs all duties in a manner consistent with proper safety policies and procedures; reads and interprets blueprints, technical manuals, construction drawings and Safety Data Sheets.
- Obtains current certifications as required, attends assigned safety training, SDS information and other trainings necessary to perform the work.
- Performs duties as assigned relating to park and trail maintenance and construction and public facility maintenance and construction.
- Performs complete custodial services (including but not limited to: dusting, trash removal, sweeping, vacuuming, floor care (all types), and window cleaning) necessary to ensure the proper interior and exterior care and sanitation maintenance of city facilities.
- Maintains records related to equipment and materials usage and other job activities.
- Basic computer literacy; including software program proficiency, email, spreadsheets, common software, word processing, and internet browsing.
- Regular attendance is essential to this position.
- Specific functions for each division may include:

Parks

- Chemical Applications
- Chainsaw & Woodchipper
- Landscaping & Horticulture
- Turf & Sports Field Maintenance
- Playground Inspection
- Irrigation Maintenance
- Forestry
- Urban Deer Management

Natural Resources

- Greenbelt Management
- Goat Management
- Invasive Species Management
- Pond Maintenance
- Chemical Applications
- Horticulture
- Forestry & Woodland Restoration
- Bio-Retention Cell Maintenance

Facilities

- Aquatic Center Maintenance; Water Sampling & Testing, Backwashing, Vacuuming
- Fleet Maintenance
- Automotive, Heavy Equipment, and Equipment Maintenance and Repairs
- Small Engine Repair

- Fabrication and Welding
- Facility Maintenance and Repair

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills and Abilities

- Two years of experience in City of Parks Division Operations, laboring work including the use of tools and equipment common to general construction, maintenance, and repair work.
- Must possess a valid class A Commercial Driver License with airbrake endorsement.
- Knowledge of the types and uses of common hand tools, materials, and equipment used in general construction, maintenance, and repair work; knowledge of the precautions necessary to work safely with and around mechanized construction and maintenance equipment.
- Skill in the use of tools, machinery, motorized vehicles, and other items common to general construction, maintenance, and repair work; skill in the use of measurement and diagnostic equipment common to general construction, maintenance, and repair work.
- Ability to assign job tasks and lead a crew of workers when supervisor is off duty; ability to perform manual tasks involving physical strength and endurance under variable weather conditions; ability to understand and carry out specific verbal or written instructions; ability to code and input division invoices; ability to operate motorized vehicles and other motorized equipment; ability to calculate or estimate the amounts of materials needed; ability to effectively communicate with others; ability to establish and maintain effective working relationships with citizens or public service organizations, supervisors, co-workers, other city employees, and vendors.
- Ability to present positive attitude to residents, co-workers and contractors.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.
- Annual Leadership and Management Training

Education, Training, and Experience:

Education Required:	High school diploma or equivalent G.E.D/HiSet.
Education Preferred:	Commercial applicator's license for State of Iowa.
Required Experience:	Two years of operating light and medium construction equipment.

Required Special Qualifications

- Shall maintain residency within a thirty (30) mile radius of Parks Maintenance Facility, 1885 NW 123rd, Street.
- Shall be generally available for off-hour emergencies, snow duty and/or work assignments.
- Attend annual training in related field.

Required Certifications

- Parks – Pesticide Applicators License, Ornamental & Turf Pest, Aquatic, & Right-of-Way; (CPSI) Certified-Playground Safety Inspector, Sport, Turf and Landscape Management Training.
- Natural Resources – Pesticide Applicators License, Ornamental & Turf Pest, Forest, Aquatic, & Right-of-Way, Prairie Fire Fighters Training S-130 & S-190, Annual Goat Management Seminar/Webinar.
- Facilities – CPO Certified Pool Operator, Pesticide Applicators License, Annual Equipment, Fleet Service Workshop

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Required Physical Activities: Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing, repetitive motions.

Physical Characteristics of the Job

Heavy work, exerting 50 to 100 pounds of force occasionally, and/or 25 to 50 pounds of force frequently, and/or 10 to 20 pounds of force constantly.

Environmental Characteristics

The work is performed primarily outside and includes seasonal exposure to cold, heat, wind, rain, snow, and other weather conditions. The worker is also exposed to awkward or confining workspace, darkness or poor lighting, dirt/dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness/humidity, working on uneven ground, mechanical hazards, chemical hazards, and traffic hazards. Also, the work may expose the employee to unpleasant social situations, a significant work pace pressure and irregular work hours.

EQUIPMENT

Equipment Essential to the Job

- A variety of motor vehicles and heavy equipment including pick-up trucks, dump trucks, aerial boom trucks, end loaders and backhoes.
- A variety of printed materials including memos, blueprints, instructions, maps, and schedules.
- A variety of measurement and diagnostic tools and equipment including tape measures, scales, levels, and squares.
- A variety of general-purpose maintenance equipment including brooms, shovels, cleaning equipment and chemicals, and extension cords; various welding equipment; hydraulic, air, and water hoses; power and hand tools including grinders, drills, saws, air compressors, pumps, screwdrivers, and wrenches.
- A variety of safety equipment and clothing including dust filters, ear plugs, a first-aid kit, gloves, safety goggles, raincoats, and gas monitors; personal computers and peripheral equipment; some office and audio-visual equipment including telephones, calculators and inspection equipment.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.

Other Requirements

APPENDIX TO: Senior Operations Specialist – Natural Resources

DEPARTMENT: Leisure Services - Parks Division

REPORTS TO: Parks Maintenance Supervisor

Additional Essential Job Functions

- Work under the general supervision of the Parks Supervisor and Parks Manager.
- Annual Goat Management Training
- Prepares ball fields for play as directed.
- Specific Functions for Natural Resource Division may include

*Greenbelt Management

*Goat Management

*Invasive Species Management

*Pond Maintenance

*Chemical Applications

*Horticulture

*Forestry & Woodland Restoration

*Bio-Retention Cell Maintenance

- Required Certifications

*Prairie Fire Fighters Training, S-130 & S-190

*Pesticide Applicators License, Ornamental & Turf Pest, Forest, Aquatic, & Right-of-Way



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 28, 2025

RE: Public Hearing - Clive City Hall Renovations - Phase 2

SYNOPSIS:

August 28 at 6:00 PM is the time and place for a public hearing to evaluate the recently received bids for the Phase 2 Clive City Hall Renovation Project.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 28, 2025

RE: Resolution Approving Plans & Specifications

SYNOPSIS:

Attached please find the plans and specifications for the phase 2 renovation of Clive City Hall. More details information on these plans are available in the City Clerk's Office.

Attachments:

1. Res Approve Plan-Specs City Hall Phase 2 8-28-25
2. 25_0703 - Clive City Hall Phase 2 - 100% Bid Drawings

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COSTS FOR THE
CLIVE CITY HALL RENOVATION PHASE 2 PROJECT

WHEREAS, on the 28th day of August, 2025, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the Clive City Hall Renovation Phase 2 Project (the “Project”), including separate work packages for General Construction, Aluminum Frames and Glazing, Mechanical and Plumbing, Electrical and Low Voltage, Fire Sprinkler and

WHEREAS, notice of hearing on said plans, specifications, form of contract and estimate of costs was published, and a public hearing has been held thereon.

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

That the said plans, specifications, form of contract and estimate of costs for the Project are hereby approved and adopted.

PASSED AND APPROVED this 28th day of August, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

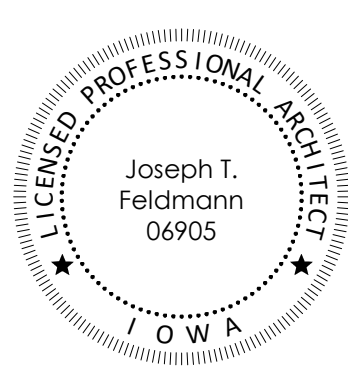


DRAWING INDEX

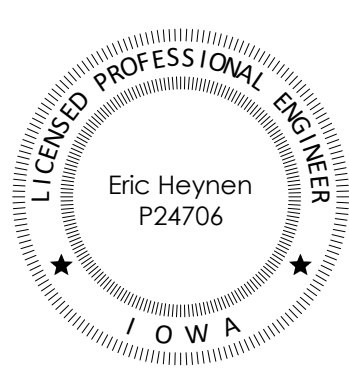
GENERAL DRAWINGS	
G001	LIFE SAFETY AND CODE SUMMARY
STRUCTURAL DRAWINGS	
S101	STRUCTURAL PLAN & DETAILS
ARCHITECTURAL DRAWINGS	
AD100	EXISTING FLOOR PLAN
AD101	DEMOLITION FLOOR PLAN & RCP
AD102	DEMOLITION ROOF PLAN
A000	GENERAL DRAWING INFORMATION
A001	WALL TYPES
A002	DOOR SCHEDULE AND FRAME ELEVATIONS
A101	OVERALL FLOOR PLAN
A102	FLOOR PLAN & RCP
A103	ROOF PLAN & EXTERIOR DETAILS
A301	BUILDING SECTIONS
A321	PLAN DETAILS
A331	SECTION DETAILS
A400	ENLARGED PLANS & ELEVATIONS - LOBBY
A401	ENLARGED PLANS & ELEVATIONS - ADMIN
A410	INTERIOR ELEVATIONS
A420	SECTIONS & DETAILS - LOBBY
A421	SECTIONS & DETAILS - TRANSACTION COUNTERS
A422	MILLWORK DETAILS - GENERAL
A500	INTERIOR RENDERINGS
A800	FINISH PLAN & RM. FINISH SCHEDULE & SPEC.
A801	FINISH PLAN DETAILS
A802	FINISH PLAN DETAILS
A901	FFE AND SIGNAGE PLANS
ELECTRICAL DRAWINGS	
ED201	ELECTRICAL DEMOLITION PH2
E000	ELECTRICAL GENERAL NOTES & SYMBOLS PH2
E201	ELECTRICAL POWER PH2
E302	ELECTRICAL LIGHTING PH2
E404	ELECTRICAL ONE-LINE DIAGRAM
E405	ELECTRICAL SCHEDULES
E406	ELECTRICAL PANEL SCHEDULES
FIRE PROTECTION & ALARM DRAWINGS	
F201	FIRE PROTECTION
FA102	FIRE DETECTION & ALARM PLANS PH2
MECHANICAL DRAWINGS	
MD201	MECHANICAL DEMOLITION
M000	MECHANICAL GENERAL NOTES & SYMBOLS
M201	MECHANICAL PLAN
M302	MECHANICAL DETAILS
M402	MECHANICAL CONTROLS
M502	MECHANICAL SCHEDULES
PLUMBING DRAWINGS	
PD200	PLUMBING FOUNDATION DEMO
PD201	PLUMBING DEMOLITION
P200	PLUMBING FOUNDATION
P201	PLUMBING
P302	PLUMBING DETAILS
P502	PLUMBING SCHEDULES
TECHNOLOGY DRAWINGS	
TA001	AUDIO VISUAL GENERAL NOTES & SYMBOLS
TA201	AUDIO VISUAL FLOOR PLAN PH2
TS001	SECURITY GENERAL NOTES & SYMBOLS
TS103	SECURITY FLOOR PLAN PH2
TT001	TELECOM GENERAL NOTES & SYMBOLS
TT105	TELECOM DEMOLITION PH2
TT106	TELECOM FLOOR PLAN PH2
TT107	TELECOM DETAILS

All questions regarding these plans and specifications should be directed to:

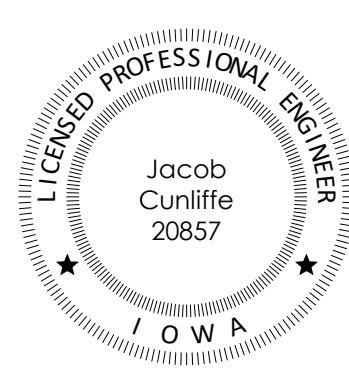
Joe Feldmann, AIA
Project Manager
jfeldmann@opnarchitects.com
(515) 309-0722



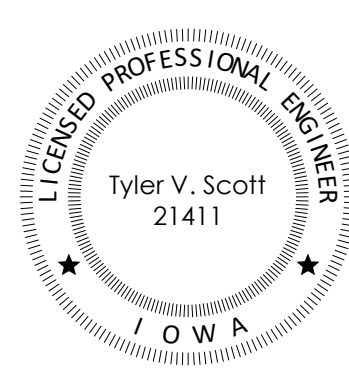
I hereby certify these plans and specifications were prepared by me or under my direct personal supervision and that I am a duly licensed professional architect under the laws of the state of Iowa.
Signature: _____
Name: Joseph T. Feldmann
Iowa Registration No: 06905 **Renewal Date:** 06/30/2026
Sheets covered by this seal: Listed As "Architectural"



I hereby certify 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.
Signature: _____
Name: Eric Heynen
Iowa Registration No: P24706 **Renewal Date:** 12/31/2025
Sheets covered by this seal: Listed As "Electrical, Technology"



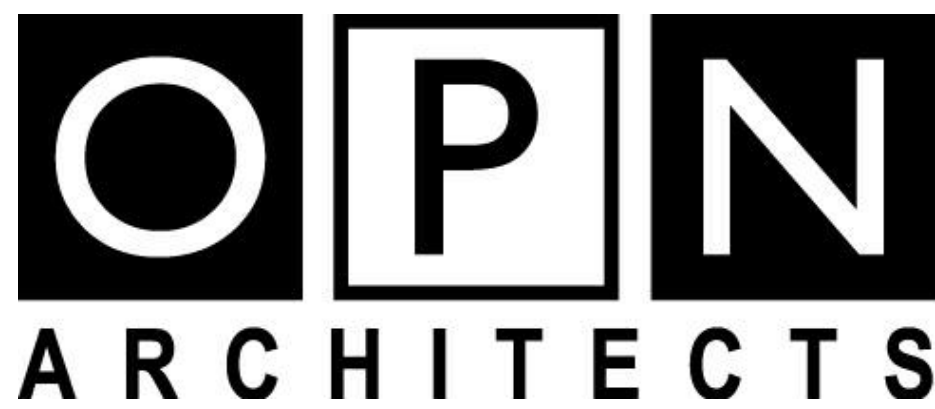
I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.
Signature: _____
Name: Jacob Cunliffe
Iowa Registration No: 20857 **Renewal Date:** 12/31/2025
Sheets covered by this seal: Listed As "Mechanical, Plumbing, Fire Protection"



I hereby certify 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.
Signature: _____
Name: Tyler V. Scott
Iowa Registration No: 21411 **Renewal Date:** 12/31/2026
Sheets covered by this seal: Listed As "Structural"

CITY OF CLIVE - CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET, CLIVE, IOWA 50325



100 Court Ave. Suite 100, Des Moines, IA 50309
P: 515-309-0722 F: 515-309-0725 www.opnarchitects.com

CONSTRUCTION MANAGER

DCI GROUP
220 SE 6TH STREET #200
DES MOINES, IA 50309

ARCHITECT

OPN ARCHITECTS
100 COURT AVENUE
DES MOINES, IA 50309

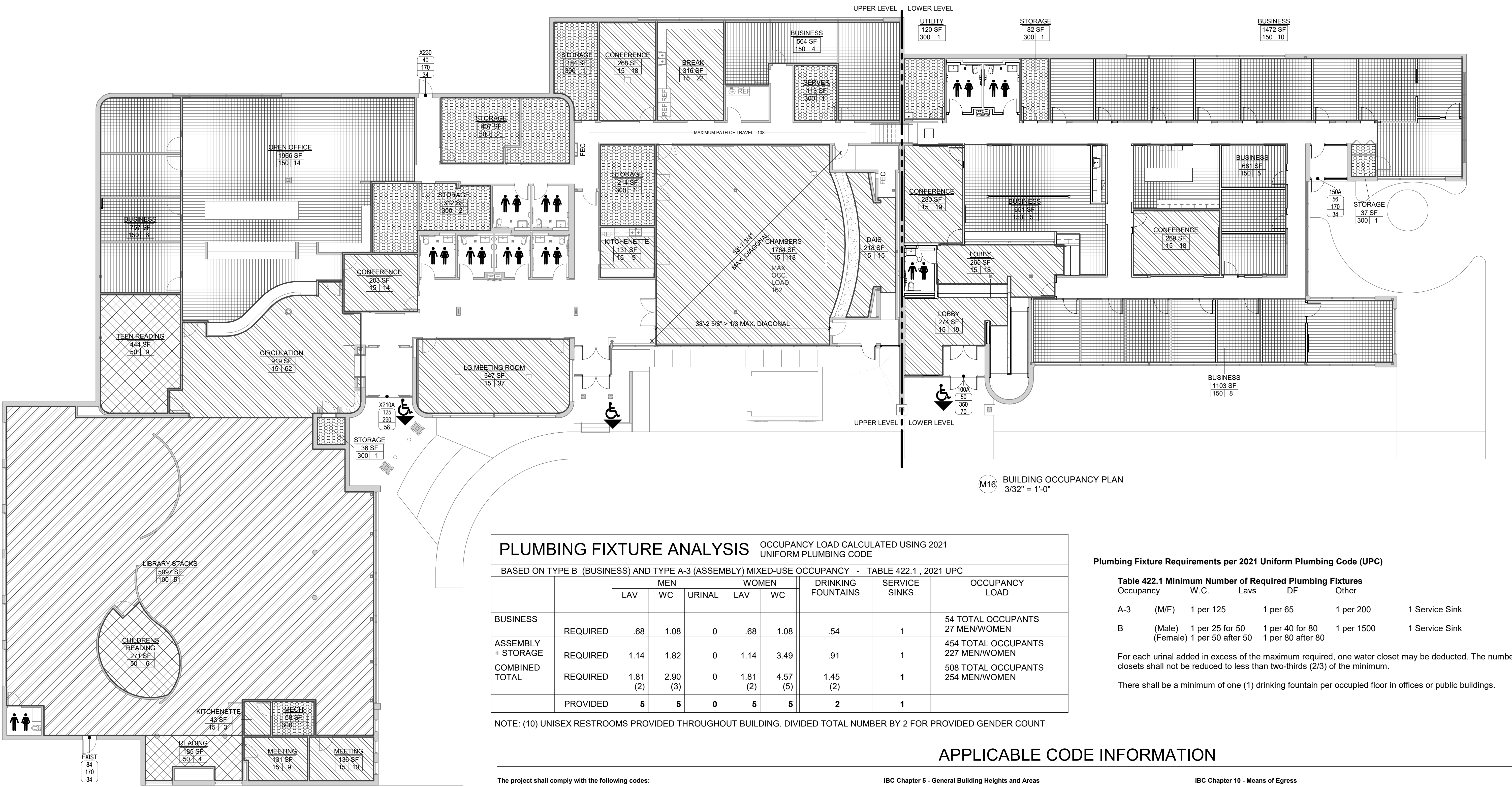
MEPT ENGINEER

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265

STRUCTURAL ENGINEER

RAKER RHODES ENGINEERING
4704 GRAND AVENUE
DES MOINES, IA 50312

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
E
—
D
—
C
—
B
—
A



PLUMBING FIXTURE ANALYSIS								
OCCUPANCY LOAD CALCULATED USING 2021 UNIFORM PLUMBING CODE								
BASED ON TYPE B (BUSINESS) AND TYPE A-3 (ASSEMBLY) MIXED-USE OCCUPANCY - TABLE 422.1, 2021 UPC								
		MEN			WOMEN		DRINKING FOUNTAINS	SERVICE SINKS
		LAV	WC	URINAL	LAV	WC		
BUSINESS	REQUIRED	.68	1.08	0	.68	1.08	.54	1
ASSEMBLY + STORAGE	REQUIRED	1.14	1.82	0	1.14	3.49	.91	1
COMBINED TOTAL	REQUIRED	1.81 (2)	2.90 (3)	0	1.81 (2)	4.57 (5)	1.45 (2)	1
	PROVIDED	5	5	0	5	5	2	1

NOTE: (10) UNISEX RESTROOMS PROVIDED THROUGHOUT BUILDING. DIVIDED TOTAL NUMBER BY 2 FOR PROVIDED GENDER COUNT

Plumbing Fixture Requirements per 2021 Uniform Plumbing Code (UPC)

Table 422.1 Minimum Number of Required Plumbing Fixtures					
Occupancy	W.C.	Lavs	DF	Other	
A-3 (M/F)	1 per 125		1 per 65	1 per 200	1 Service Sink
B (Male)	1 per 25 for 50	1 per 40 for 80	1 per 1500		1 Service Sink
(Female)	1 per 50 after 50	1 per 80 after 80			

For each urinal added in excess of the maximum required, one water closet may be deducted. The number of water closets shall not be reduced to less than two-thirds (2/3) of the minimum.

There shall be a minimum of one (1) drinking fountain per occupied floor in offices or public buildings.

APPLICABLE CODE INFORMATION

The project shall comply with the following codes:

- 2021 International Building Code, including City of Clive, Iowa amendments.
- 2021 International Existing Building Code, including City of Clive, Iowa amendments.
- 2021 International Mechanical Code
- 2021 International Fire Code
- 2020 Iowa Electrical Code (National Electrical Code - NFPA 70, with amendments)
- 2021 Uniform Plumbing Code and the 2021 Iowa Plumbing Code
- 2012 Iowa State Energy Code, 2012 International Energy Conservation Code
- Accessibility - Division 7 of Iowa State Building Code, Iowa State Accessibility Code, 2021 IBC and ANSI A117.1 - 2009 Edition

Building Characteristics

Project description: Phase two continuation of an interior remodel of an existing split level City Hall and Library facility. New reception area, offices, workrooms and conference rooms will be modified. New finishes, room layout, security measures, and MEPT systems will be included in the scope of this work. All existing space uses, occupancy and egress will be maintained.

Building Area: 26,890 GSF (existing)

Building Height: 19'-0" Max. (existing)

Number of Stories: 2 (split-level)

Fully Sprinkled: Yes - Equipped with fully automated sprinkler system

Fire Alarm: Yes - Equipped with horn/strobe annunciator system

IBC Chapter 3 - Use and Occupancy Classification

Primary Occupancy Group: Group B - Business

Other Occupancy Groups: Group A3 - Assembly

303.1.2 Small assembly spaces
The following rooms and spaces shall not be classified as

Assembly occupancies:

- A room or space used for assembly purposes with an occupant load of less than 50 person and accessory to another occupancy shall be classified as a group B occupancy or as part of that occupancy.
- A room or space used for assembly purposes that is less than 750 sf in area and accessory to another occupancy shall be classified as a Group B occupancy or as part of that occupancy.

303.4 Assembly Group A-3: Council Chambers

304.1 Business Group B: Offices, meeting rooms, work rooms, restrooms and building support spaces.

IBC Chapter 4 - Special Detailed Requirements Based on Use and Occupancy

414 Hazardous Materials

414.2.5 Building designed with the intent that the owner storage does not exceed the allowable amount of any hazardous material per Table 414.2.5

IBC Chapter 5 - General Building Heights and Areas

Existing building use, size and height to be maintained.

Occupancy Group B

Building Height: 19'-0" (75'-0" max per IBC Table 504.3)

Number of Stories: 2 - Split-Level (4 max per IBC Table 504.4)

Building Area: 26,890 GSF (38,000 max per IBC Section 506.2)

506 Building Area

506.2 The allowable area of a building shall be determined in accordance with the applicable provisions of Sections 506.2.1 through 506.2.4 and Section 506.3.

Type IIB, A-3: 38,000 GSF max. (26,890 actual)

508 Mixed Use and Occupancy

508.3 Nonseparated occupancies: Buildings or portions of buildings that comply with the provisions of this section shall be considered as nonseparated occupancies.

IBC Chapter 6 - Types of Construction

The type of construction (IIB) for the existing building is unchanged.

IBC Chapter 7 - Fire and Smoke Protection Features

705 Exterior Walls

705.2.1 Projections from walls of Type I or II construction shall be of noncombustible materials or combustible materials as allowed by Sections 1406.3 and 1406.4.

705.11 Parapets shall be provided on exterior walls of buildings. Exception 1: The wall is not required to be fire-resistance rated in accordance with Table 602 because of fire separation distance.

705.8 Openings in exterior walls shall comply with Sections 705.8.1 through 705.8.6

IBC Chapter 9 - Fire Protection Systems

903 Automatic Sprinkler Systems Required/Provided

906 Portable Fire Extinguishers Required/Provided

IBC Chapter 10 - Means of Egress

1004 Occupant Load (See Building Occupant Load Calculations for details)

Assembly: 454

Business: 54

Total Occupants: 508

Upper Level: 408

Lower Level: 100

Public: 364

Private: 144

1005 Means of Egress Sizing

1005.3.1 & 1005.3.2 Means of Egress Capacity Factors

Stairs .3"/Occupant (Minimum stair width 44" - 1011.2)

Other Elements .2"/Occupant

Upper Level Egress Width 408 Occupants x .2"/Occ = 81.6"

Lower Level Egress Width 100 Occupants x .2"/Occ = 20.0"

1006 Number of Exits and Exit Access Doorways

1006.2.1 Common Path of Egress Travel Distance

Group B (With Sprinkler System)

1006.3.1 Minimum Number of Exits or Access to Exits Per Story

Upper Level 2

Lower Level 1

1017 Exit Access Travel Distance

Table 1017.2 Exit Access Travel Distance

Group B (With Sprinkler System)

Iowa Administrative Code, Chapter 16, Division VII - Accessibility Requirements For Facilities Used by the General Public:

Accessibility within the building will be maintained.

CODE PLAN LEGEND

- 2 HR FIRE BARRIER
- 1 HR FIRE BARRIER
- EXIT PATH
- ACCESSIBLE ENTRANCE
- ACCESSIBLE TOILET (MEN)
- ACCESSIBLE TOILET (WOMEN)
- ACCESSIBLE TOILET (UNISEX)
- EGRESS CAPACITY
- MARK
- OCCUPANT LOAD
- MAX. OCCUPANT LOAD
- EGRESS WIDTH (INCH)
- AREA TAG
- AREA NAME
- AREA SQUARE FEET
- CALCULATED OCCUPANTS
- OCCUPANT LOAD FACTOR
- OCCUPANCY LOAD TYPES
- ASSEMBLY (UNCONCENTRATED) 15 SF (NET) PER OCCUPANT
- BUSINESS 150 SF (GROSS) PER OCCUPANT
- LIBRARY READING ROOMS 50 SF (NET) PER OCCUPANT
- LIBRARY STACK AREAS 100 SF (GROSS) PER OCCUPANT
- STORAGE / MECHANICAL 300 SF (GROSS) PER OCCUPANT

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. are instruments of service that remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer

RAKER RHODES ENGINEERING
100 SF (GROSS) PER
DES MOINES, IA 50312
P. 515-277-0275

Key Plan

Revision

Description

Date

OPN Project No.

24811002

Sheet Issue Date

BID DOCUMENTS

07/03/2025

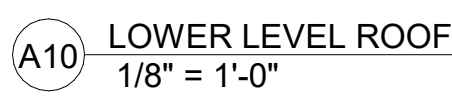
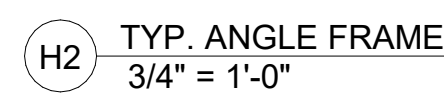
Sheet Name

LIFE SAFETY AND CODE SUMMARY

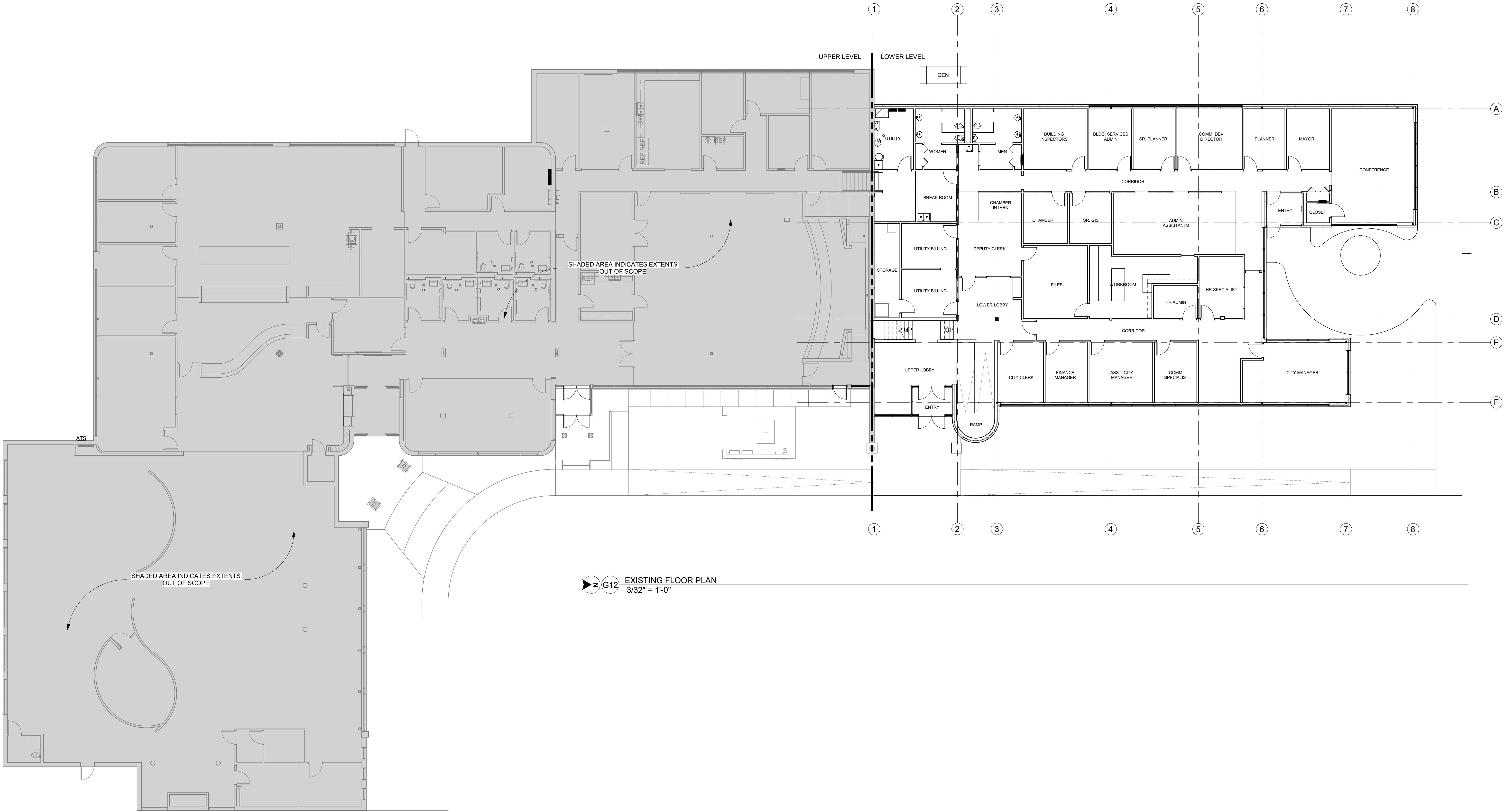
Sheet Number

G001

—	U	—
—	T	—
—	S	—
—	R	—
—	Q	—
—	P	—
—	N	—
—	M	—
—	L	—
—	K	—
—	J	—
—	H	—
—	G	—
—	F	—
—	E	—
—	D	—
—	C	—
—	B	—
—	A	—



U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



G12 EXISTING FLOOR PLAN
3/32" = 1'-0"

Owner
CITY OF CLIVE

1900 NW 114TH STREET
CLIVE, IOWA 50325

Project
CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer
RAKER RHODES ENGINEERING
4704 GRAND AVENUE
DES MOINES, IA 50312
P. 515-277-0275

Key Plan



Revision Description Date

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
EXISTING FLOOR PLAN

Sheet Number



KEYNOTE LEGEND

- 01 02 C3 REMOVE CEILING FINISHES, LIGHT FIXTURES, MECHANICAL EQUIPMENT, AND DEVICES. SALVAGE FIXTURES FOR REUSE PER ELECTRICAL DRAWINGS. PREP STRUCTURE FOR NEW FINISHES.
- 01 02 D6 REMOVE PORTION OF EXISTING WALL AS INDICATED. PREPARE REMAINING WALL FOR NEW WORK.
- 01 02 D7 REMOVE EXISTING BATHROOM FIXTURES AND FINISHES. COMPLETE. PREPARE FOR NEW WORK.
- 01 03 A3 REMOVE PORTION OF EXISTING FLOOR AND EXCAVATE DIRT THIS AREA AS REQUIRED FOR NEW STAIR. COORDINATE WITH NEW WORK - SEE STRUCTURAL.
- 01 03 A4 REMOVE EXISTING STAIR AND EXCAVATE AS REQUIRED. COORDINATE WITH NEW WORK - SEE STRUCTURAL.
- 01 05 A2 REMOVE EXISTING HANDRAILS COMPLETE.
- 01 06 A1 REMOVE ALL CASEWORK AND COUNTERS COMPLETE.
- 01 06 A2 REMOVE ALL BUILT-INS COMPLETE.
- 01 06 A3 REMOVE EXISTING SOLID SURFACE SILL. PREPARE WALL FOR NEW SILL.
- 01 08 A4 REMOVE EXISTING DOOR, FRAME, AND PORTION OF WALL COMPLETE. PREPARE EXISTING WALL FOR FINISHES.
- 01 08 A5 REMOVE EXISTING DOOR, SUBFRAME, AND AUTOMATED SYSTEM COMPLETE. PREPARE FOR NEW DOORS AND PROTECT SURROUNDING STOREFRONT.
- 01 08 A6 REMOVE EXISTING ENTRY STOREFRONT SYSTEM. COMPLETE. PREPARE OPENING FOR NEW STOREFRONT.
- 01 08 A7 REMOVE EXISTING STOREFRONT ENTRY SYSTEM AND SKYLIGHT COMPLETE. PREPARE OPENING FOR NEW STOREFRONT AND STANDING SEAM ROOF.
- 01 08 C1 REMOVE EXISTING WINDOWS COMPLETE.
- 01 08 C3 REMOVE EXISTING ROLL-UP COUNTER DOOR COMPLETE.
- 01 09 A1 REMOVE TILE, BASE AND TRIM. REPAIR CONCRETE AND PREP FOR NEW FINISHES.
- 01 09 A2 REMOVE RUBBER FLOORING AND BASE. REPAIR CONCRETE AND PREP FOR NEW FINISHES.
- 01 09 A4 REMOVE EXISTING CARPET AND WALL BASE TO PREPARE FOR NEW FINISHES.
- 01 09 A5 REMOVE EXISTING VINYL TILE AND WALL BASE TO PREPARE FOR NEW FINISHES.
- 01 11 A1 REMOVE EXISTING SAFE AND DISPOSE.
- 01 22 A1 REMOVE PLUMBING FIXTURES - SEE MECHANICAL.
- 01 22 A2 REMOVE EXISTING MOP SINK AND REPLACE WITH NEW - SEE MECHANICAL.
- 02 04 A1 EXISTING EXTERIOR WALL ASSEMBLY TO REMAIN. PREPARE INTERIOR SURFACE FOR NEW WORK.
- 02 08 A1 EXISTING GLAZING SYSTEM TO REMAIN.
- 02 08 A2 EXISTING DOOR AND FRAME TO REMAIN.
- 02 26 A2 EXISTING POWER AND DATA LOCATED IN EXTERIOR WALL TO REMAIN, TYP. - SEE ELECTRICAL DWGS.

GENERAL RCP DEMOLITION NOTES

1. REMOVE AND SALVAGE ALL CEILING TILE AND LIGHTING FIXTURES FOR REINSTALLATION UNLESS NOTED OTHERWISE.
2. IDENTIFICATION AND/OR ABATEMENT OF HAZARDOUS MATERIALS IS NOT PART OF THIS SCOPE OF WORK. IF ASBESTOS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.
3. REFER TO SPECIFICATION FOR RECYCLING, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL REQUIREMENTS.
4. REMOVE LOOSE PAINT AND MISCELLANEOUS HANGING OBJECTS FROM WALLS AND CEILINGS AT ALL AREAS TO RECEIVE NEW FINISHES.
5. OPENING IN THE EXISTING STRUCTURE SMALLER THAN 12" IN ANY DIRECTION ARE NOT IDENTIFIED ON THESE DRAWINGS. SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING OPENINGS SMALLER THAN 12" AS REQUIRED FOR INSTALLATION OF THEIR WORK.
6. OPENINGS IN THE EXISTING STRUCTURE SHALL NOT BE MADE WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
7. PATCH ALL AREAS OF ELECTRICAL AND MECHANICAL DEMOLITION THAT WILL NOT BE REUSED.
8. CONTRACTOR TO FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, NOTIFY THE ARCHITECT BEFORE PROCEEDING.
9. DO NOT REMOVE ANY ITEMS WHICH JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE BUILDING. IF HIDDEN ELEMENTS OR DETERIORATED ELEMENTS ARE ENCOUNTERED, NOTIFY THE ARCHITECT IMMEDIATELY.
10. PATCH ALL REMAINING EXISTING EXPOSED PLASTER CEILING AS REQUIRED TO RECEIVE NEW FINISH.
11. EXISTING BUILDING IS TO REMAIN WEATHER-TIGHT DURING ALL DEMOLITION ACTIVITIES.
12. REFER TO CONSULTANT DRAWINGS FOR ADDITIONAL DEMOLITION OF OTHER DISCIPLINES.
13. PROTECT ALL ADJACENT AREAS AND ITEMS TO REMAIN DURING DEMOLITION/CONSTRUCTION. REPAIR/REPLACE ALL ITEMS DAMAGED DURING CONSTRUCTION.
14. EXISTING BUILDING CONDITIONS SHOWN ON THESE DRAWINGS ARE DERIVED FROM DRAWINGS OF THE ORIGINAL BUILDING AND FROM LIMITED FIELD OBSERVATION.
15. INDICATED EXISTING BUILDING CONDITIONS ARE ASSUMED TO BE REPRESENTATIVE OF THE ACTUAL CONSTRUCTION OF THE BUILDING. LOCAL CONDITIONS MAY VARY.

GENERAL DEMOLITION NOTES

1. IDENTIFICATION AND/OR ABATEMENT OF HAZARDOUS MATERIALS IS NOT PART OF THIS SCOPE OF WORK. IF ASBESTOS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.
2. REMOVE LOOSE PAINT AND MISCELLANEOUS HANGING OBJECTS FROM WALLS AND CEILINGS AT ALL AREAS TO RECEIVE NEW FINISHES.
3. OPENING IN THE EXISTING STRUCTURE SMALLER THAN 12" IN ANY DIRECTION ARE NOT IDENTIFIED ON THESE DRAWINGS. SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING OPENINGS SMALLER THAN 12" AS REQUIRED FOR INSTALLATION OF THEIR WORK.
4. OPENINGS IN THE EXISTING STRUCTURE SHALL NOT BE MADE WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
5. PATCH AND REPAIR ALL EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION OR PRIOR USE.
6. PATCH ALL AREAS OF ELECTRICAL AND MECHANICAL DEMOLITION THAT WILL NOT BE REUSED.
7. CONTRACTOR TO FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, NOTIFY THE ARCHITECT BEFORE PROCEEDING.
8. DO NOT REMOVE ANY ITEMS WHICH JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE BUILDING. IF HIDDEN ELEMENTS OR DETERIORATED ELEMENTS ARE ENCOUNTERED, NOTIFY THE ARCHITECT IMMEDIATELY.
9. EXISTING BUILDING IS TO REMAIN WEATHER-TIGHT DURING ALL DEMOLITION ACTIVITIES.
10. REFER TO CONSULTANT DRAWINGS FOR ADDITIONAL DEMOLITION OF OTHER DISCIPLINES.
11. PROTECT ALL ADJACENT AREAS AND ITEMS TO REMAIN DURING DEMOLITION/CONSTRUCTION. REPAIR/REPLACE ALL ITEMS DAMAGED DURING CONSTRUCTION.
12. EXISTING BUILDING CONDITIONS SHOWN ON THESE DRAWINGS ARE DERIVED FROM DRAWINGS OF THE ORIGINAL BUILDING AND FROM LIMITED FIELD OBSERVATION.
13. INDICATED EXISTING BUILDING CONDITIONS ARE ASSUMED TO BE REPRESENTATIVE OF THE ACTUAL CONSTRUCTION OF THE BUILDING. LOCAL CONDITIONS MAY VARY.
14. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADDITIONAL MEANS OF EGRESS AS NEEDED AS A RESULT OF CONSTRUCTION SEQUENCING AND/OR REGULATORY REQUIREMENTS.

DEMOLITION CEILING LEGEND

- EXISTING CEILING OR CEILING COMPONENT TO BE REMOVED IN ITS ENTIRETY, INCLUDING LIGHT FIXTURES, MECHANICAL GRILLES, CEILING FANS, AND ELECTRICAL DEVICES, UNLESS NOTED OTHERWISE.

DEMOLITION PLAN LEGEND

- INDICATES EXISTING 1 HR FIRE BARRIER.
- DENOTES AREA OF COMPLETE REMOVAL OF AN EXISTING BUILDING ELEMENT.

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. are instruments of service and shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.
© 2024 OPN Architects, Inc.

Owner
CITY OF CLIVE

1900 NW 114TH STREET
CLIVE, IOWA 50325

Project
CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer
KOL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KOL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer
RAKER RHODES ENGINEERING
4704 GRAND AVENUE
DES MOINES, IA 50312
P. 515-277-0275

Key Plan

Project Score

Revision	Description	Date
----------	-------------	------

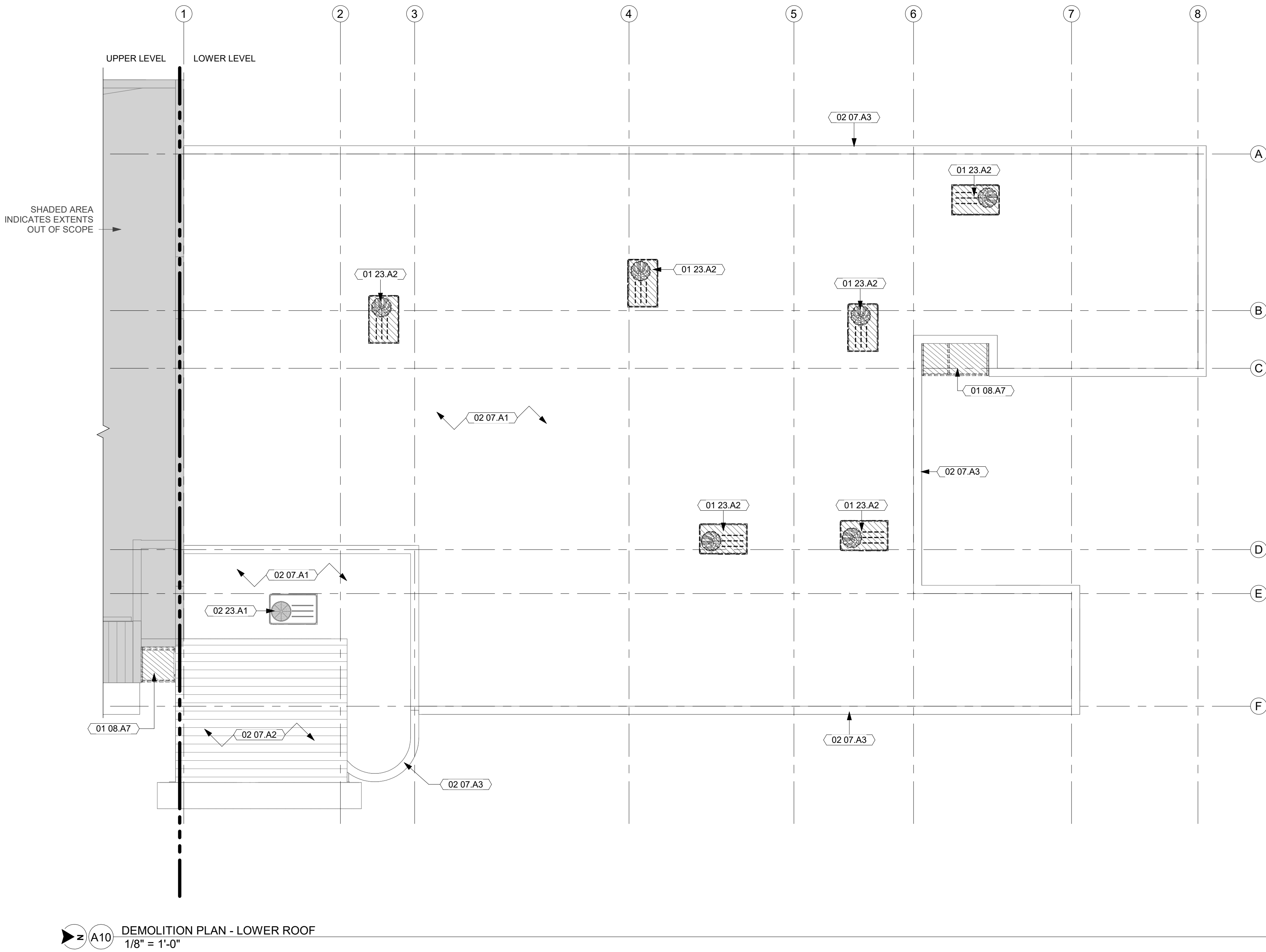
OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS
07/03/2025

Sheet Name
DEMOLITION FLOOR PLAN & RCP

Sheet Number
AD101

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



- GENERAL DEMOLITION NOTES**
1. IDENTIFICATION AND/OR ABATEMENT OF HAZARDOUS MATERIALS IS NOT PART OF THIS SCOPE OF WORK. IF ASBESTOS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.
 2. REMOVE LOOSE PAINT AND MISCELLANEOUS HANGING OBJECTS FROM WALLS AND CEILINGS AT ALL AREAS TO RECEIVE NEW FINISHES.
 3. OPENING IN THE EXISTING STRUCTURE SMALLER THAN 12" IN ANY DIRECTION ARE NOT IDENTIFIED ON THESE DRAWINGS. SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING OPENINGS SMALLER THAN 12" AS REQUIRED FOR INSTALLATION OF THEIR WORK.
 4. OPENINGS IN THE EXISTING STRUCTURE SHALL NOT BE MADE WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
 5. PATCH AND REPAIR ALL EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION OR PRIOR USE.
 6. PATCH ALL AREAS OF ELECTRICAL AND MECHANICAL DEMOLITION THAT WILL NOT BE REUSED.
 7. CONTRACTOR TO FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, NOTIFY THE ARCHITECT BEFORE PROCEEDING.
 8. DO NOT REMOVE ANY ITEMS WHICH JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE BUILDING. IF HIDDEN ELEMENTS OR DETERIORATED ELEMENTS ARE ENCOUNTERED, NOTIFY THE ARCHITECT IMMEDIATELY.
 9. EXISTING BUILDING IS TO REMAIN WEATHER-TIGHT DURING ALL DEMOLITION ACTIVITIES.
 10. REFER TO CONSULTANT DRAWINGS FOR ADDITIONAL DEMOLITION OF OTHER DISCIPLINES.
 11. PROTECT ALL ADJACENT AREAS AND ITEMS TO REMAIN DURING DEMOLITION/CONSTRUCTION. REPAIR/REPLACE ALL ITEMS DAMAGED DURING CONSTRUCTION.
 12. EXISTING BUILDING CONDITIONS SHOWN ON THESE DRAWINGS ARE DERIVED FROM DRAWINGS OF THE ORIGINAL BUILDING AND FROM LIMITED FIELD OBSERVATION.
 13. INDICATED EXISTING BUILDING CONDITIONS ARE ASSUMED TO BE REPRESENTATIVE OF THE ACTUAL CONSTRUCTION OF THE BUILDING. LOCAL CONDITIONS MAY VARY.
 14. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADDITIONAL MEANS OF EGRESS AS NEEDED AS A RESULT OF CONSTRUCTION SEQUENCING AND/OR REGULATORY REQUIREMENTS.

- DEMOLITION PLAN LEGEND**
- INDICATES EXISTING 1 HR FIRE BARRIER
 - [Hatched Box] DENOTES AREA OF COMPLETE REMOVAL OF AN EXISTING BUILDING ELEMENT

- KEYNOTE LEGEND**
- | | |
|----------|--|
| 01 08 A7 | REMOVE EXISTING STOREFRONT ENTRY SYSTEM AND SKYLIGHT COMPLETE. PREPARE OPENING FOR NEW STOREFRONT AND STANDING SEAM ROOF |
| 01 23 A2 | REMOVE EXISTING ROOFTOP UNIT AND CURB COMPLETE - PATCH AND REPAIR OPENING TO TIE INTO EXISTING ROOFING ASSEMBLY |
| 02 07 A1 | EXISTING MEMBRANE ROOF ASSEMBLY TO REMAIN |
| 02 07 A2 | EXISTING STANDING SEAM ROOF ASSEMBLY TO REMAIN |
| 02 07 A3 | EXISTING ROOF COPING AND MASONRY WALL ASSEMBLY TO REMAIN, TYP. |
| 02 23 A1 | EXISTING ROOFTOP EQUIPMENT TO REMAIN |

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE

1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

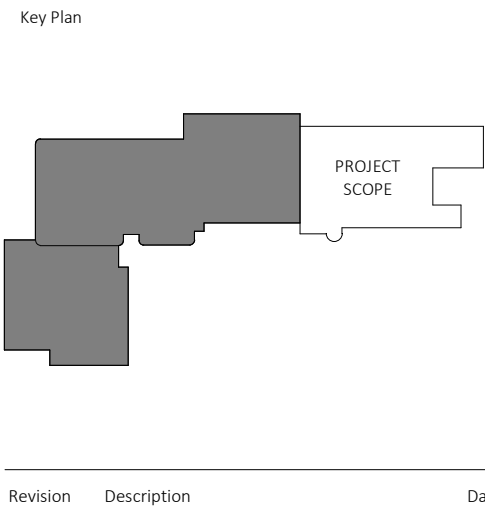
KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer

RAKER RHODES ENGINEERING
4700 GRAND AVENUE
DES MOINES, IA 50312
P. 515-277-0275



Revision	Description	Date
----------	-------------	------

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
DEMOLITION ROOF PLAN

Sheet Number

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A

12345678910111213141516171819

ALUMINUM

BATT INSULATION

BLOCKING - CONTIGUOUS

BLOCKING - DISCONTINUOUS

BRICK

CARPET

CONCRETE

CONCRETE MASONRY UNIT

EARTH FILL

GLASS

GRANULAR FILL

GYPSUM BOARD

LUXURY VINYL TILE

MOF

PORCELAIN CERAMIC TILE

PLYWOOD

QUARTZ

RIGID INSULATION

SAND

SEMI-RIGID INSULATION

SOLID SURFACE

SPRAY FOAM INSULATION

STEEL

STONE

WOOD

GENERAL INFORMATION - STANDARD ARCHITECTURAL MATERIAL DEFINITIONS

202122232425

STANDARD SYMBOLS

CABINET DESIGN

SERIES NUMBER

MODIFICATION

ADA COMPLIANT

100M.A

30-34-24

Now

DIMENSIONS' W-H-D

MODIFICATION

DESCRIPTION

SCRIBE IDENTIFIER

SCB

3

COUNTERTOP TYPE
(SEE A800 FOR SPECIFICATIONS)

ADA COMPLIANT

C-SS.A

30-34-24

DIMENSIONS' W-H-D

CASEWORK IDENTIFICATION

CURTAIN WALL/
STOREFRONT IDENTIFIER

CW 1

9F

CURTAIN WALL/
STOREFRONT TYPE

STANDARD SYMBOLS

OFFICE

2A15

ROOM NAME

ROOM NUMBER

DOOR NUMBER

DOOR IDENTIFICATION

CEILING TYPE

(TYPE AA)

CEILING HEIGHT

CEILING IDENTIFICATION

PARTITION TYPE

A1

C15

MODIFICATION

RATING

SIZE

WALL IDENTIFICATION

ROOF/FLOOR TYPE

WINDOW TYPE

TAG REFERENCES
CORRESPONDING
VIEW

A1 / A12

MATCH LINE

ELEVATION NUMBER

A201

DARKENED AREA
DENOTES ELEVATION
DRAWN

SHEET NUMBER

ELEVATION REFERENCE

DETAIL NUMBER

A101

SIM

SIM/OPP TAG

SHEET NUMBER

PLAN DETAIL REFERENCE

DETAIL NUMBER

A101

SIM

SIM/OPP TAG

SHEET NUMBER

DETAIL REFERENCE

DARKENED AREA
DENOTES DIRECTION OF
SECTION CUT

A321

SECTION NUMBER

SHEET NUMBER

SECTION REFERENCE

NORTH DIRECTION
REFERENCE

X

XXX

DRAWING NUMBER

DRAWING TITLE

DRAWING SCALE

VIEW TITLE

KEYNOTE
REFERENCE
NUMBER

00 00 A1

ARROW POINTS TO
REFERENCED
OBJECT

KEYNOTE REFERENCE

GRID REFERENCE

STRUCTURAL GRID

DIMENSIONS

DENOTES
ELEVATION HEIGHT

15' - 0"

LEVEL 1

DENOTES OBJECT
REFERENCE

ELEVATION TAG

REVISION
REFERENCE
NUMBER

05

ITC

DRAWING REVISION

RESTROOM ACCESSORY LEGEND

TAG	DESCRIPTION	PROVIDED BY
A1	SOAP DISPENSER	OFOI
A2	SANITARY NAPKIN DISPOSAL	CFCI
A3	TOWEL DISPENSER	OFOI
A4	TRASH RECEPTACLE	OFOI
A5	COAT HOOK	CFCI
A6	VERTICAL GRAB BAR	CFCI
A7	REAR GRAB BAR	CFCI
A8	SIDE GRAB BAR	CFCI
A9	TOILET TISSUE DISPENSER	CFCI
A10	BABY CHANGING STATION	CFCI

STANDARD TOILET ACCESSORIES MOUNTING LOCATIONS

ACCESSIBLE TOILET ACCESSORIES MOUNTING LOCATIONS

AMBULATORY TOILET ACCESSORIES MOUNTING LOCATIONS

URINAL

WALL HUNG SCREEN

URINAL (H.C.)

LAVATORY

S. NAPKIN DISPOSAL

TRASH RECEPTICAL

TOWEL / TRASH COMBO

TOILET TISSUE DISPENSER

S. NAPKIN DISPENSER

TOILET SEAT COVER DISPENSER

TOWEL DISPENSER

HAND DRYER

SHELF

SOAP DISPENSER

HAND SANITIZER

BABY CHANGING STATION

AIR FRESHENER

FIRE EXTINGUISHER CABINET

COAT HOOK

ADA PUSH BUTTON OPERATOR

WATER FOUNTAIN

HYDRATION STATION

GENERAL INFORMATION - STANDARD MOUNTING HEIGHTS

ELECTRICAL OUTLET

DATA OUTLET

SWITCH

THERMOSTAT

CARD READER

FIRE PULL STATION

TV POWER/DATA

FIRE HORN/ STROBE

SMOKE DETECTOR

EXIT SIGN

SECURITY CAMERA

CLOCK

SPEAKER

STANDARD SYMBOLS

OFFICE

2A15

ROOM NAME

ROOM NUMBER

DOOR NUMBER

DOOR IDENTIFICATION

CEILING TYPE

(TYPE AA)

CEILING HEIGHT

CEILING IDENTIFICATION

PARTITION TYPE

A1

C15

MODIFICATION

RATING

SIZE

WALL IDENTIFICATION

ROOF/FLOOR TYPE

WINDOW TYPE

TAG REFERENCES
CORRESPONDING
VIEW

A1 / A12

MATCH LINE

ELEVATION NUMBER

A201

DARKENED AREA
DENOTES ELEVATION
DRAWN

SHEET NUMBER

ELEVATION REFERENCE

DETAIL NUMBER

A101

SIM

SIM/OPP TAG

SHEET NUMBER

PLAN DETAIL REFERENCE

DETAIL NUMBER

A101

SIM

SIM/OPP TAG

SHEET NUMBER

DETAIL REFERENCE

DARKENED AREA
DENOTES DIRECTION OF
SECTION CUT

A321

SECTION NUMBER

SHEET NUMBER

SECTION REFERENCE

NORTH DIRECTION
REFERENCE

X

XXX

DRAWING NUMBER

DRAWING TITLE

DRAWING SCALE

VIEW TITLE

KEYNOTE
REFERENCE
NUMBER

00 00 A1

ARROW POINTS TO
REFERENCED
OBJECT

KEYNOTE REFERENCE

GRID REFERENCE

STRUCTURAL GRID

DIMENSIONS

DENOTES
ELEVATION HEIGHT

15' - 0"

LEVEL 1

DENOTES OBJECT
REFERENCE

ELEVATION TAG

REVISION
REFERENCE
NUMBER

05

ITC

DRAWING REVISION

OPN

ARCHITECTS

100 Court Ave., Suite 100

Des Moines, IA 50309

P: 515-309-0722

www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. are instruments of service that remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE

1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.

220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KOL ENGINEERING

300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KOL ENGINEERING

300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer

RAKER RHODES ENGINEERING

4704 GRAND AVENUE
DES MOINES, IA 50312
P. 515-277-0275

Key Plan

PROJECT SCOPE

Revision

Description

Date

OPN Project No.

24811002

Sheet Issue Date

BID DOCUMENTS

07/03/2025

Sheet Name

GENERAL DRAWING
INFORMATION

Sheet Number

A000

GENERAL NOTES

- REFER TO FLOOR PLANS FOR PARTITION TYPE LOCATIONS.
- STEEL FRAME PARTITIONS ARE BASED ON DESIGN INFORMATION INCLUDED IN PRODUCT TECHNICAL INFORMATION OF THE STEEL STUD MANUFACTURER'S ASSOCIATION (SSMA) PUBLICATION DATED 2000 AND THE FOLLOWING PERFORMANCE CRITERIA:
 - LIMITING HEIGHT CRITERIA:
 - DEFLECTION OF L/360 AT ALL WALLS TO RECEIVE TILE
 - DEFLECTION OF L/240 AT ALL OTHER WALLS AT 5 LBS. PER SQ. FT.
 - THICKNESS - STEEL COMPONENTS:

GAUGE	DESIGN THICKNESS
25	0.0188
22	0.0283
20	0.0346
18	0.0451
 - MINIMUM GAUGE: IF LIMITING HEIGHT AS SCHEDULED IN PARTITION DETAILS EXCEEDS PROJECT CONDITIONS OR IF THE SELECTED STEEL STUD MANUFACTURER'S THICKNESS OF STEEL COMPONENTS VARIES FROM THE BASIS OF DESIGN AS SET FORTH ABOVE, PROVIDE MANUFACTURER'S STANDARD THICKNESS(GAUGE) THAT MEETS OR EXCEEDS LIMITING HEIGHT PERFORMANCE CRITERIA FOR STUD DEPTH AND SPACING INDICATED.
 - WOOD BLOCKING CONCEALED BY GYPSUM BOARD DOES NOT NEED TO BE FIRE TREATED.

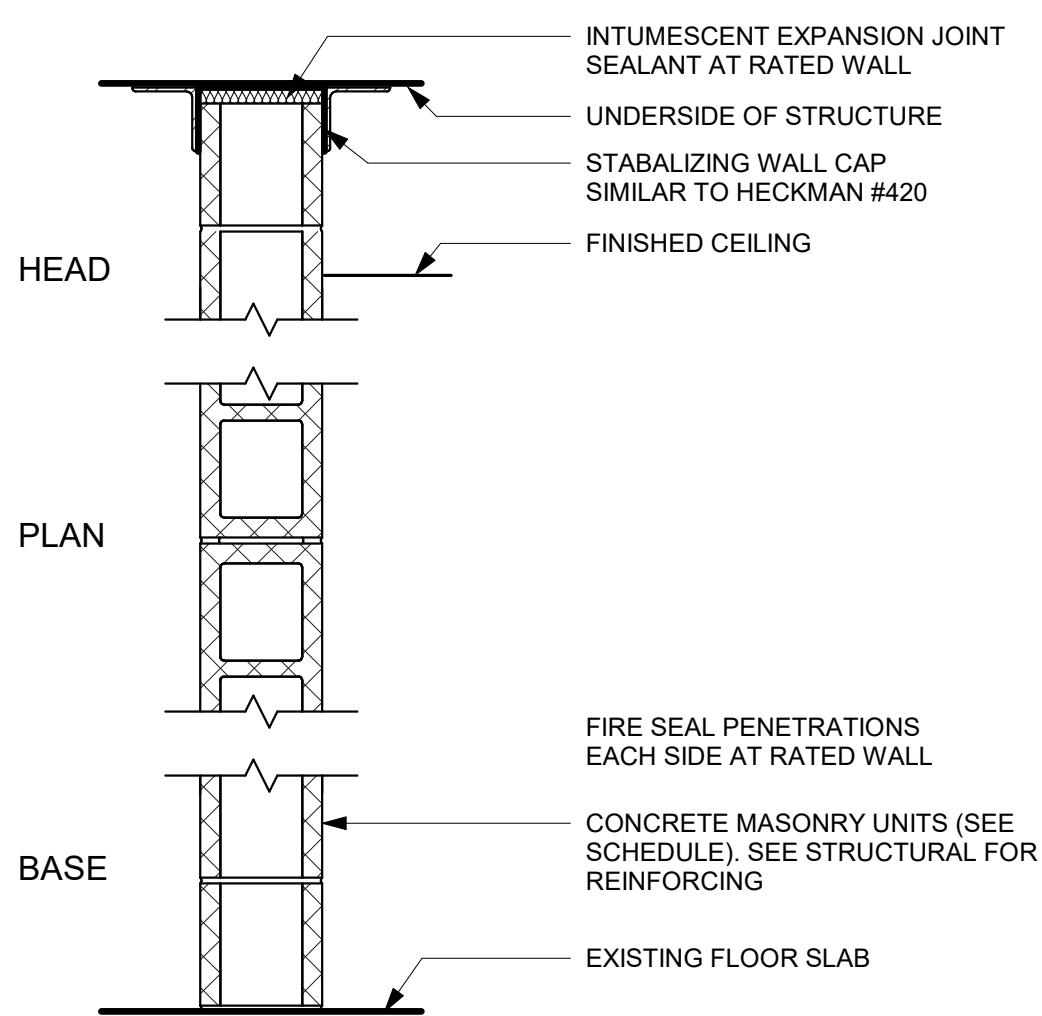
PARTITION TYPE AND SYMBOL LEGEND

PARTITION TYPE
SYSTEM
A STEEL FRAMED
B SHAFT WALL
C FURRED
D MASONRY
E SPECIAL FINISHES
T TEMPORARY PARTITION

SIZE
STEEL STUD
a 1 5/8"
b 2 1/2"
c 3 5/8"
d 6"
e 7 1/4"
SHAFT WALL STUD
f 2 1/2"
g 4"
h 6"
STEEL FURRING
j 7/8" Hat Channel
k 1" Z
l 1 1/2" Z
m 2" Z
n 3" Z
CONCRETE MASONRY UNIT
p 4"
q 6"
r 8"
s 10"
t 12"
LIGHT GAUGE STRUCTURAL STEEL (SEE STRUCTURAL)
u 6"
v 12"

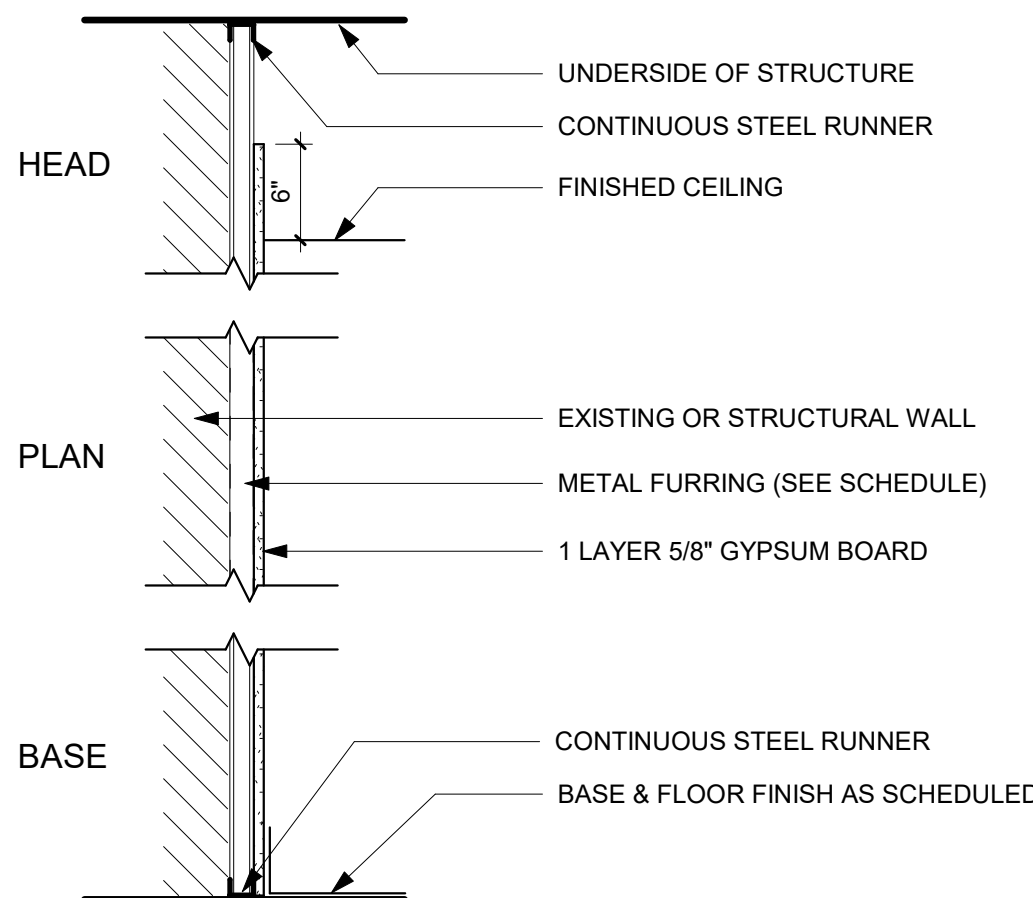
RATING
0 NON-RATED
S SMOKE
1 1 HOUR
2 2 HOUR
3 3 HOUR
4 4 HOUR

MODIFICATION
a TWO WALL LAYERS SEE "SECTION DETAIL TYP. WET WALL" ON SHEET A400



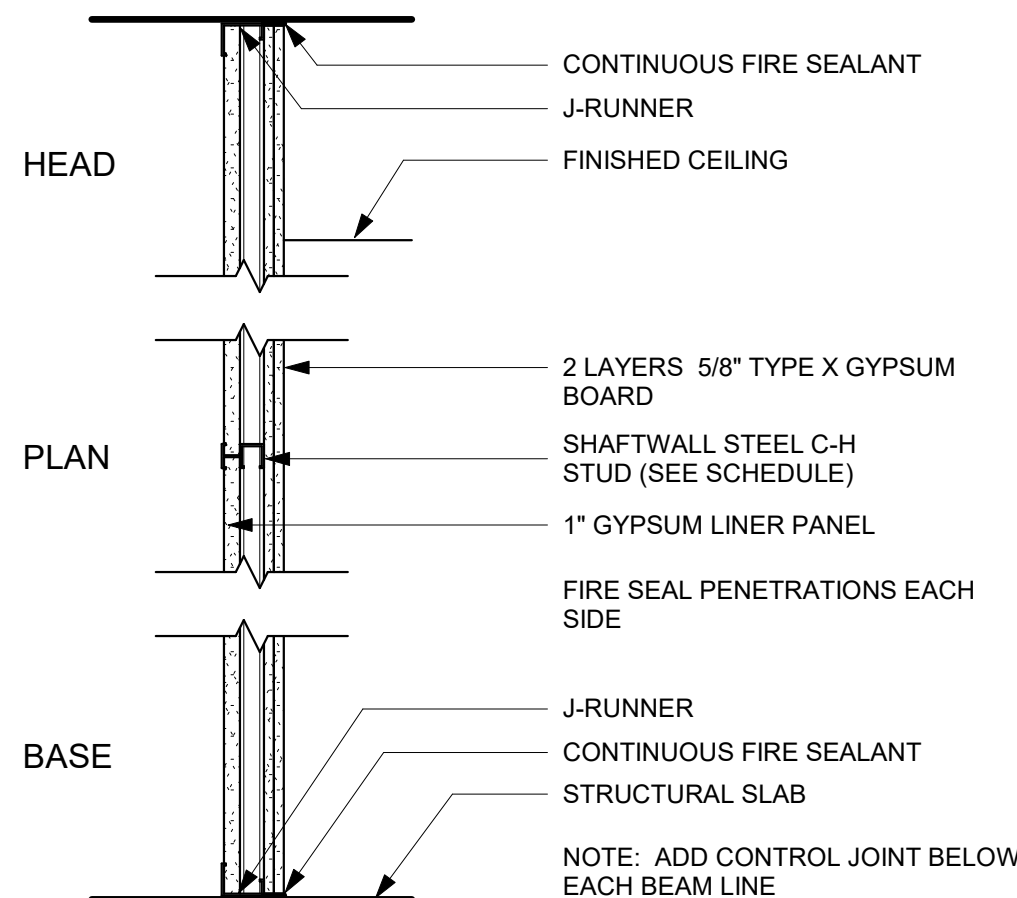
D1 CONCRETE MASONRY
NON RATED / 2 HOUR RATED / NON-LOAD BEARING

WIDTH	BLOCK SIZE	UL DESIGN NUMBER
D1 3 5/8"	3 5/8"	N/A
D1 5 5/8"	5 5/8"	N/A
D1 7 5/8"	7 5/8"	N/A
D1 9 5/8"	9 5/8"	U905
D1 11 5/8"	11 5/8"	U905



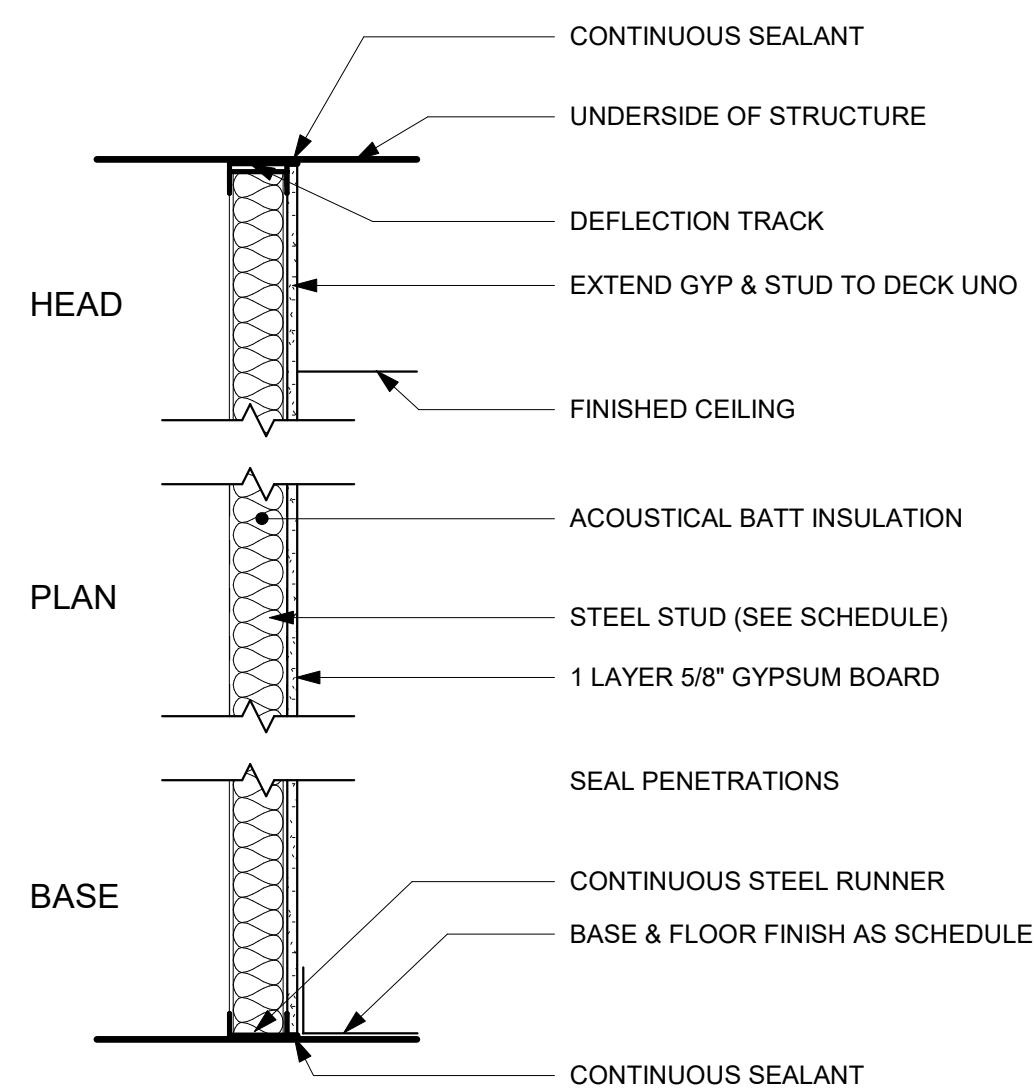
C1 FURRED PARTITION
NON RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
C1 1 1/2"	7/8"	N/A
C1 1 5/8"	1"	N/A
C1 2 1/8"	1 1/2"	N/A
C1 2 5/8"	2"	N/A
C1 3 5/8"	3"	N/A



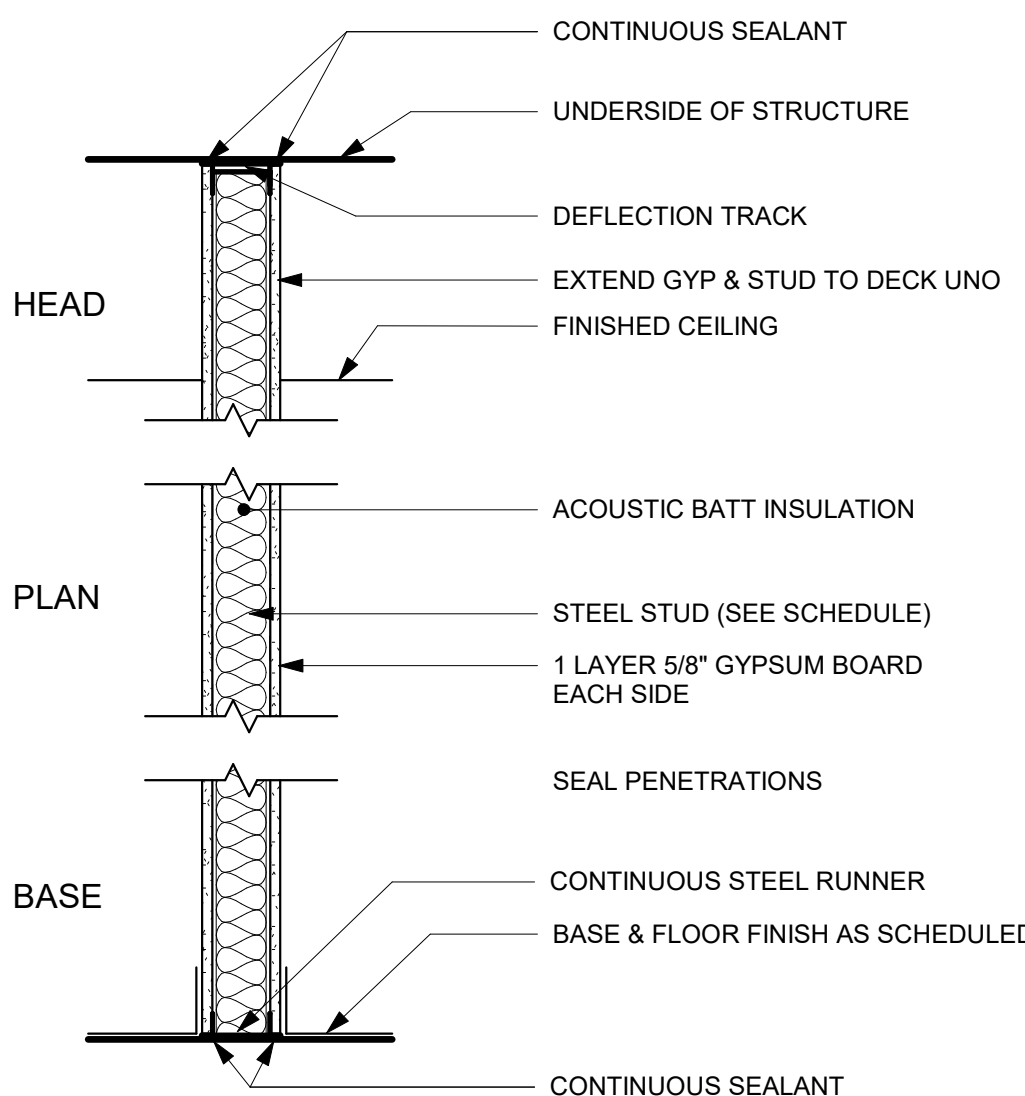
B1 SHAFTWALL PARTITION
2 HOUR RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
B1 3 1/8"	2 1/2"	U415
B1 4 5/8"	4"	U415
B1 6 5/8"	6"	U415



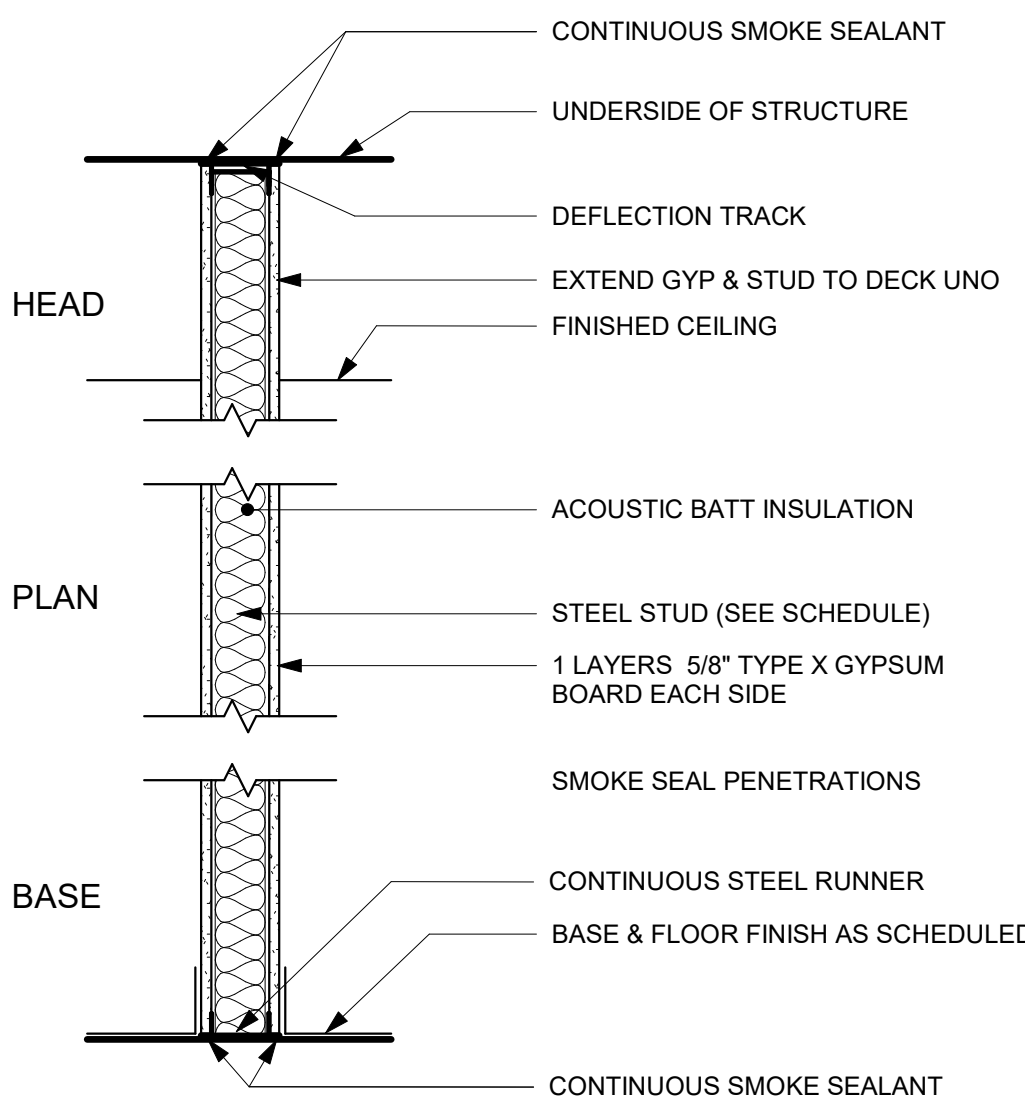
A2 STEEL FRAMED PARTITION
NON RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
A2 2 1/4"	1 5/8"	N/A
A2 4 1/4"	3 5/8"	N/A
A2 6 5/8"	6"	N/A



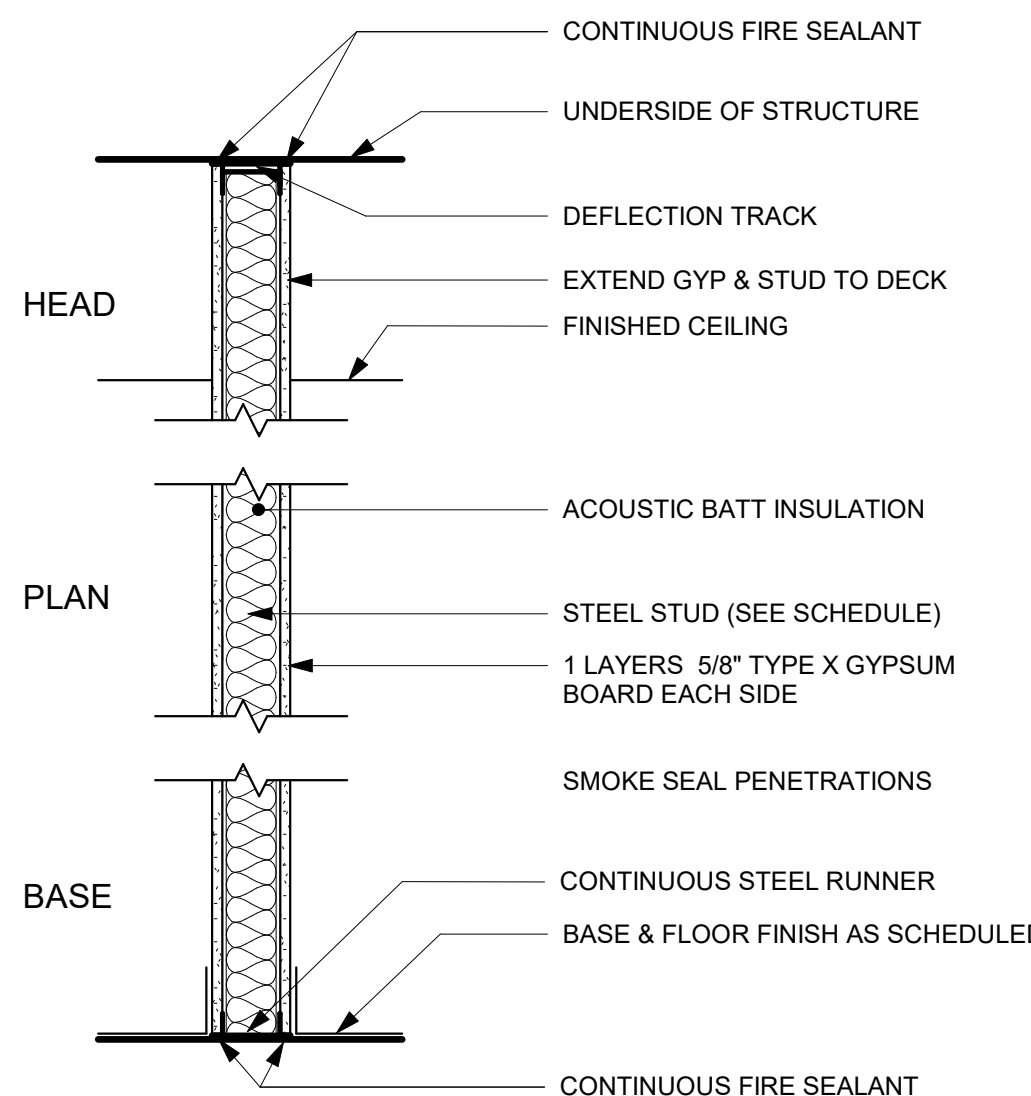
A1 STEEL FRAMED PARTITION
NON RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
A1 4 7/8"	3 5/8"	N/A
A1 7 1/4"	6"	N/A



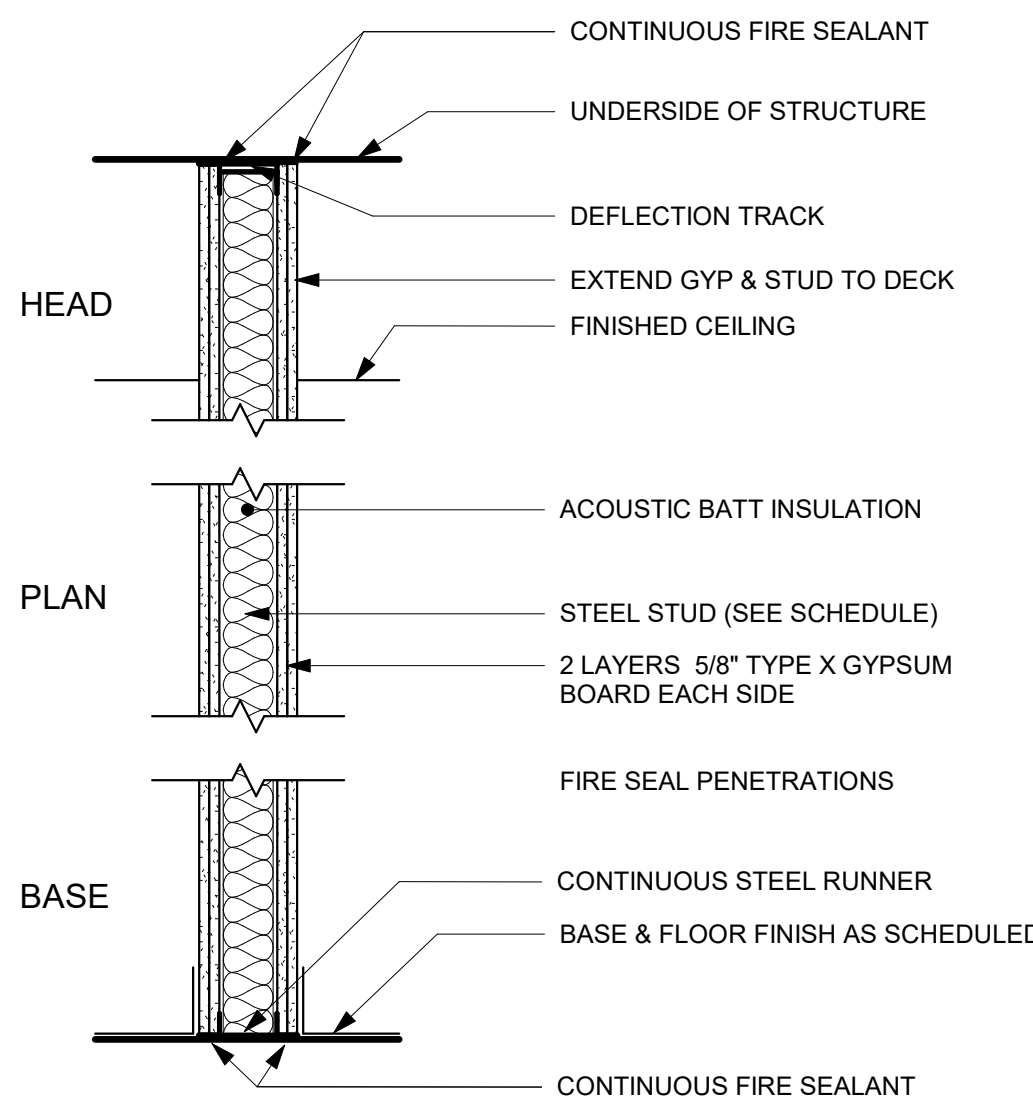
SMOKE RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
A1 4 7/8"	3 5/8"	U465
A1 7 1/4"	6"	U465



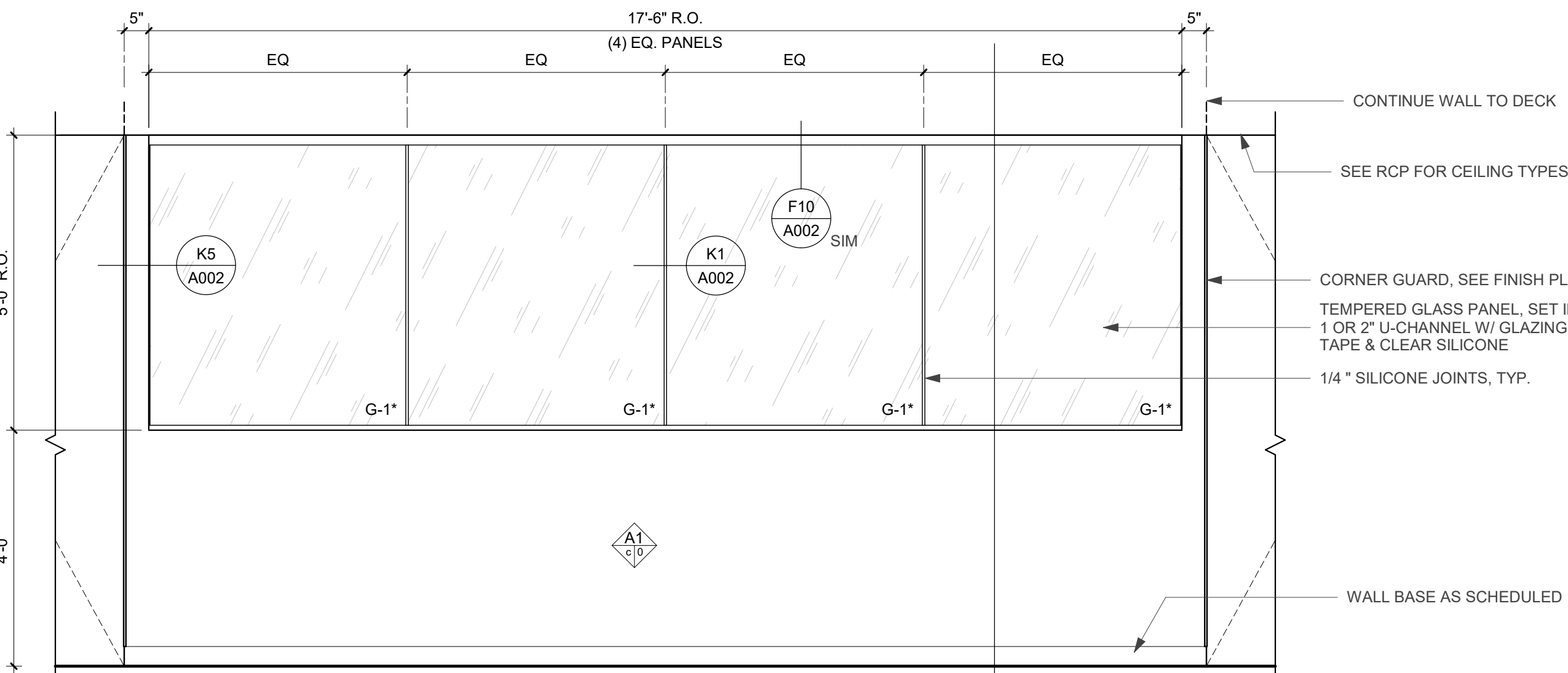
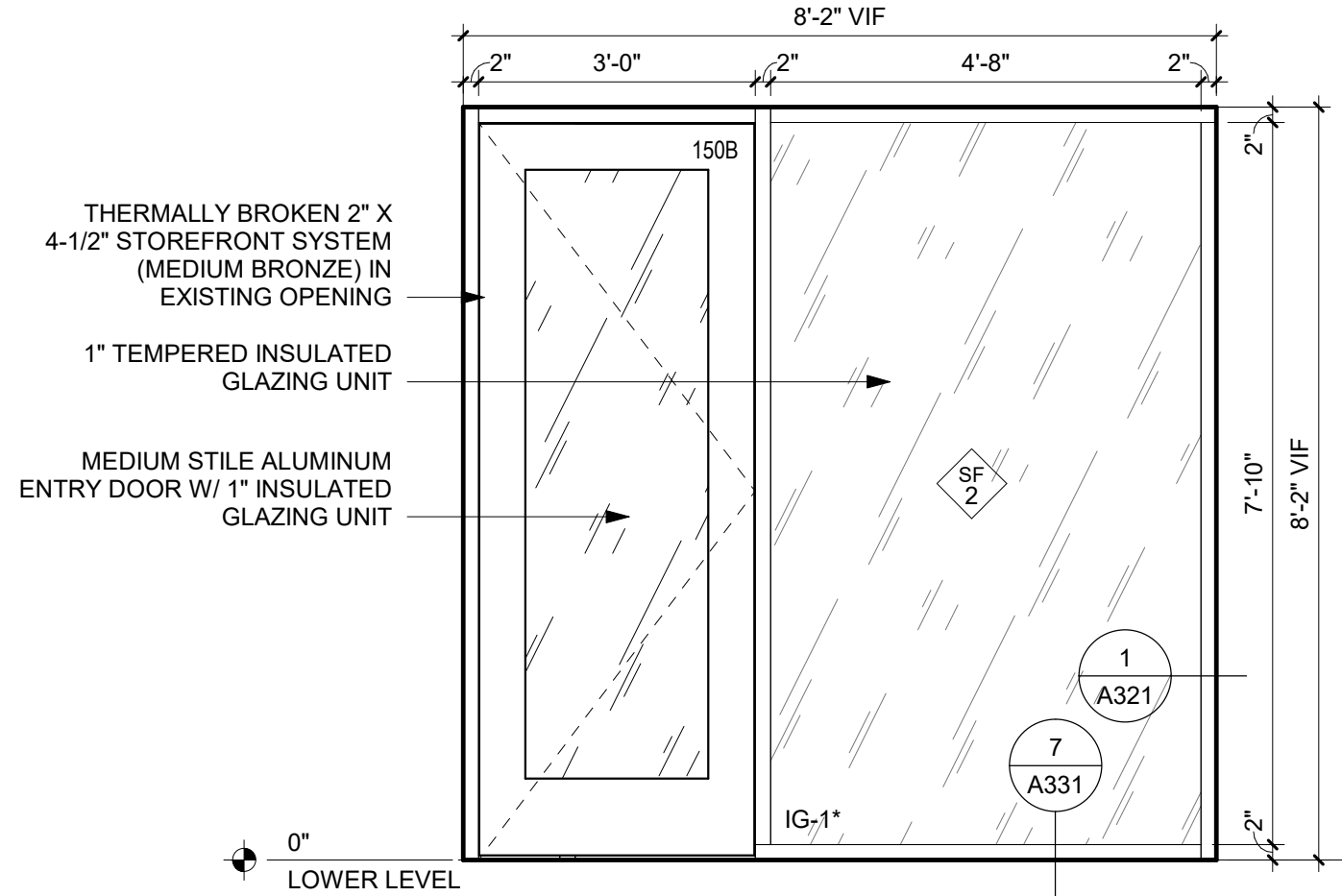
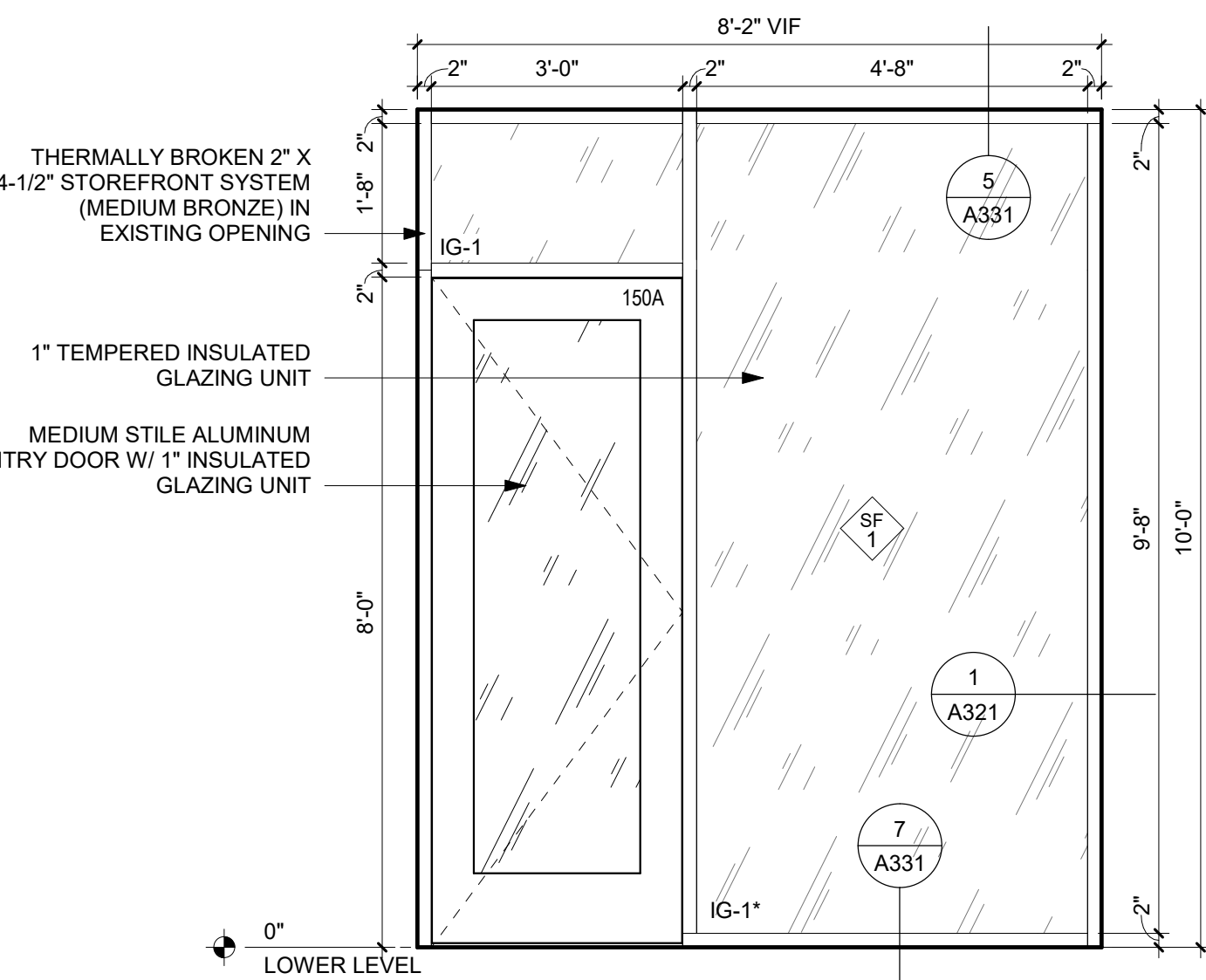
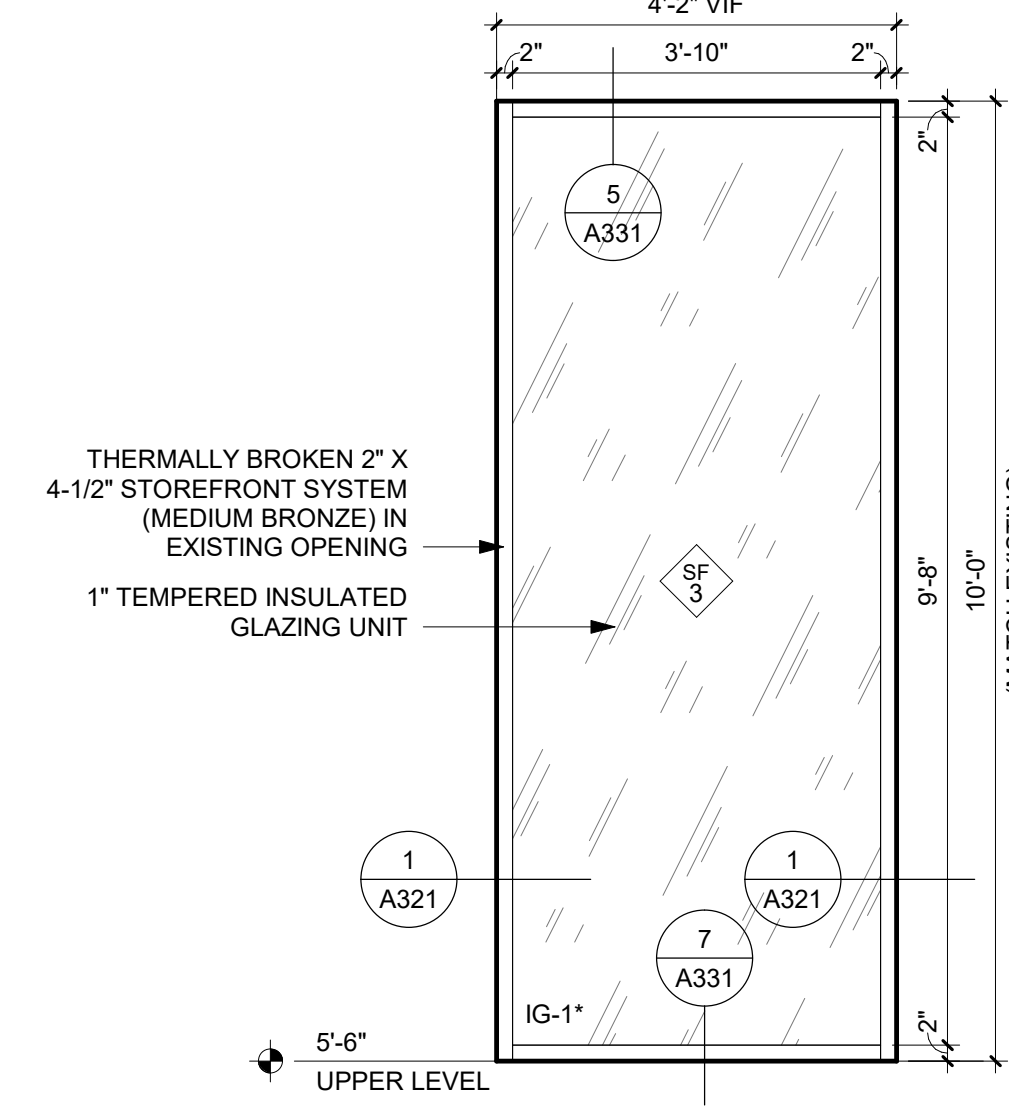
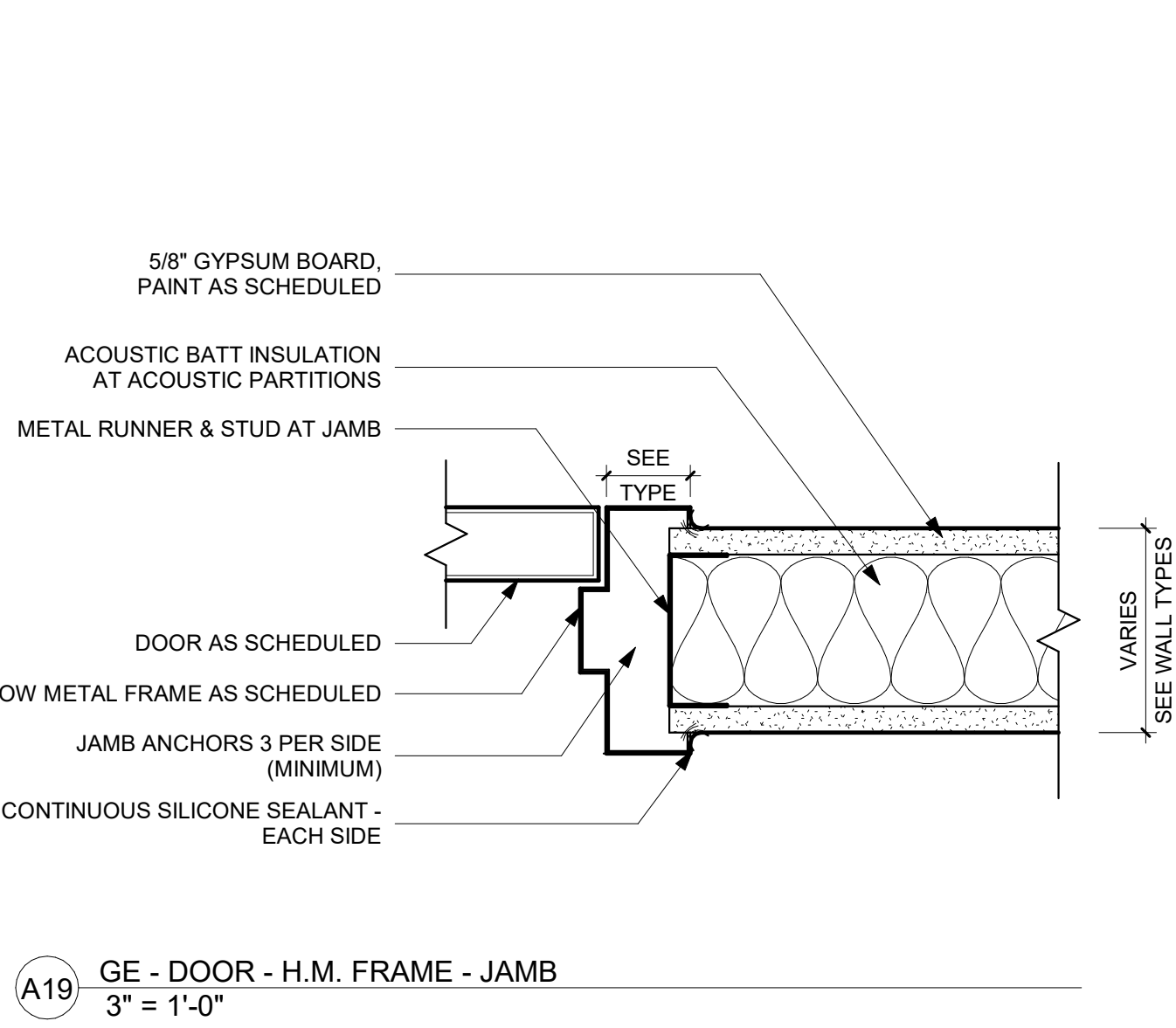
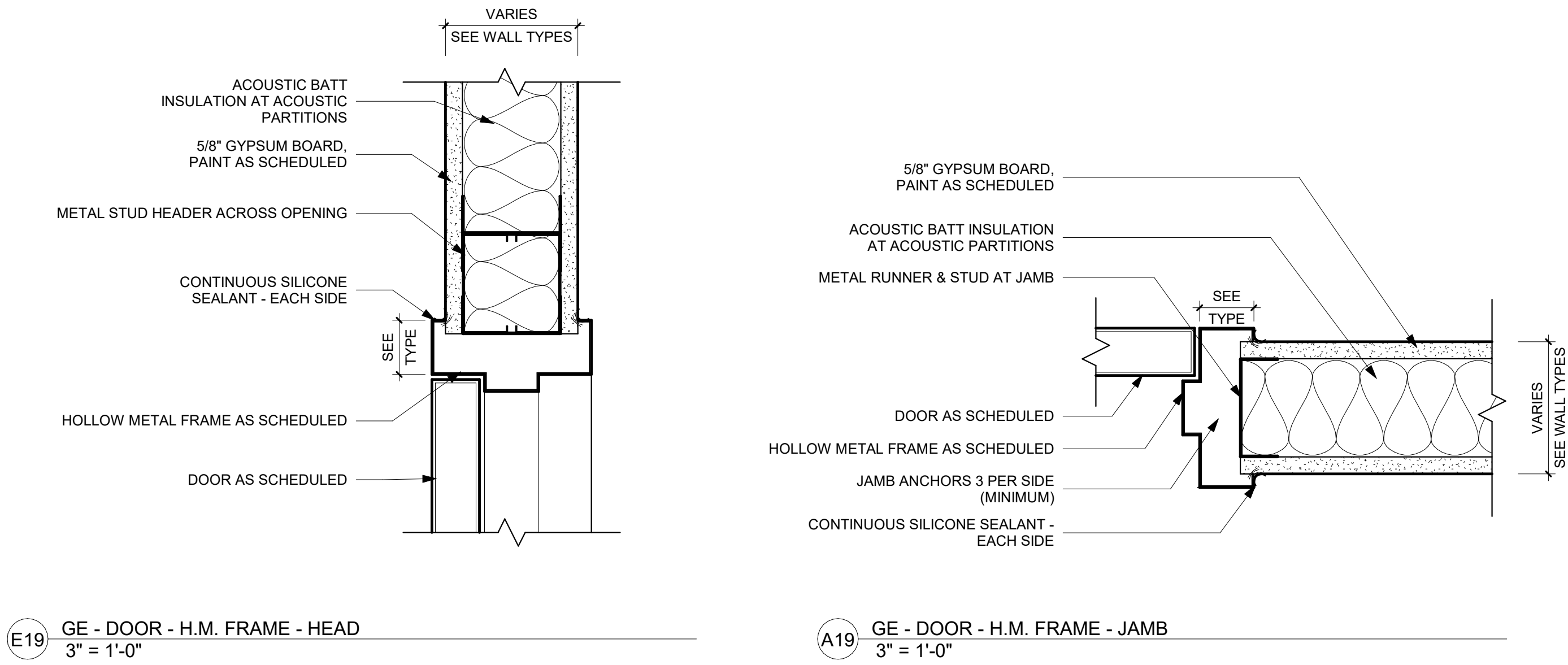
1 HOUR RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
A1 4 7/8"	3 5/8"	U465
A1 7 1/4"	6"	U465



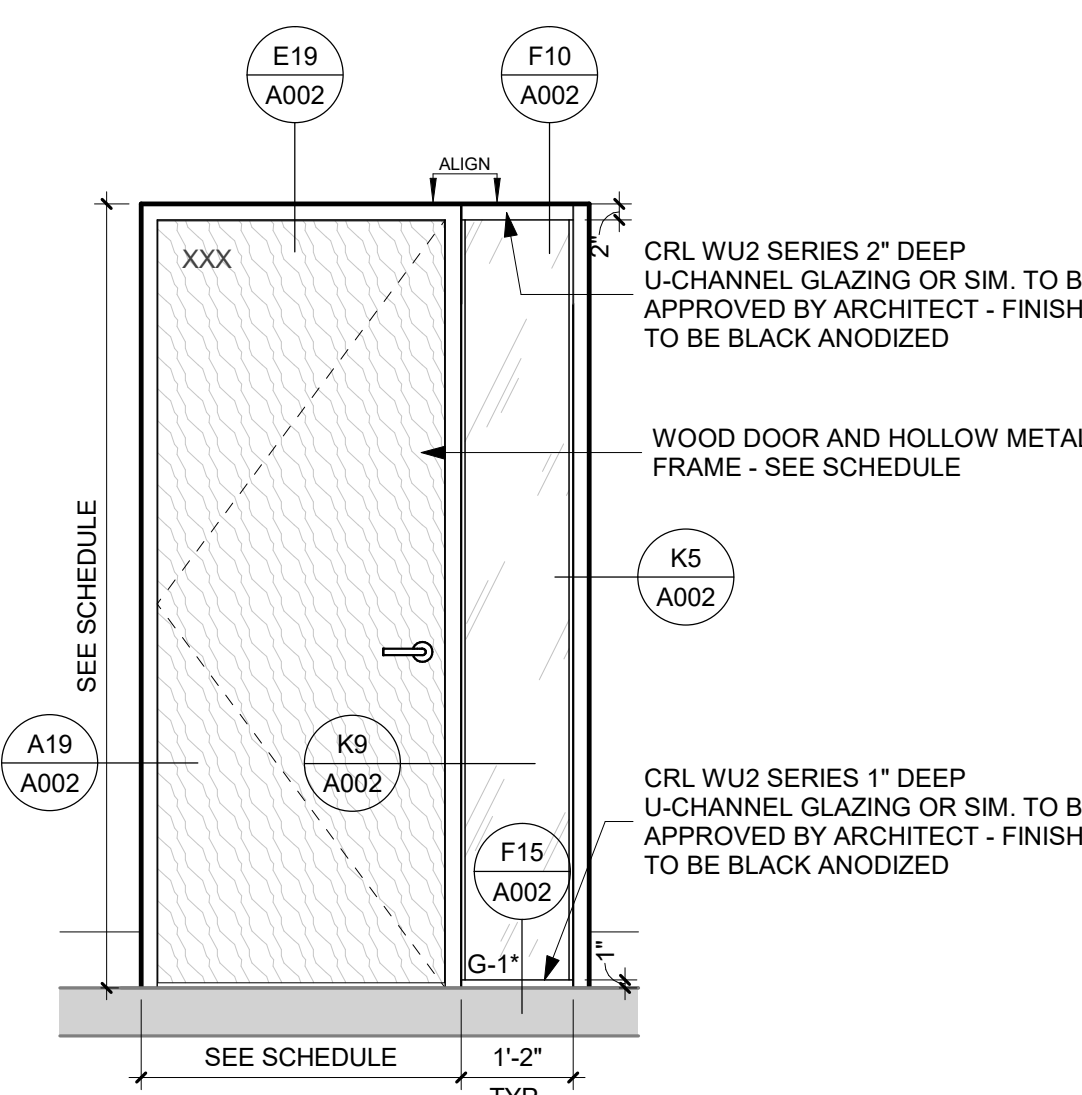
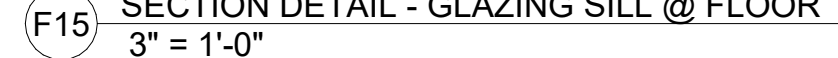
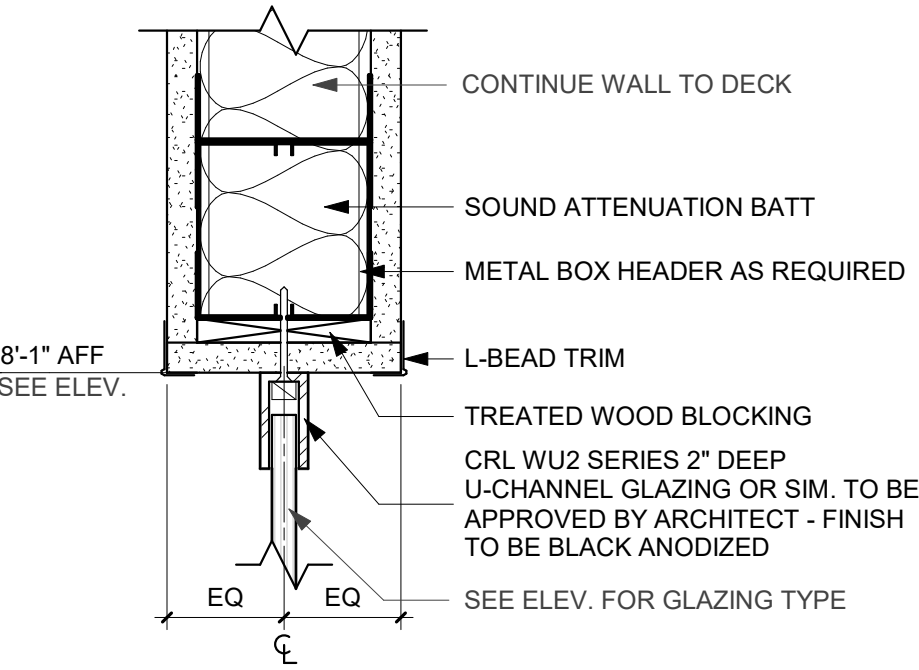
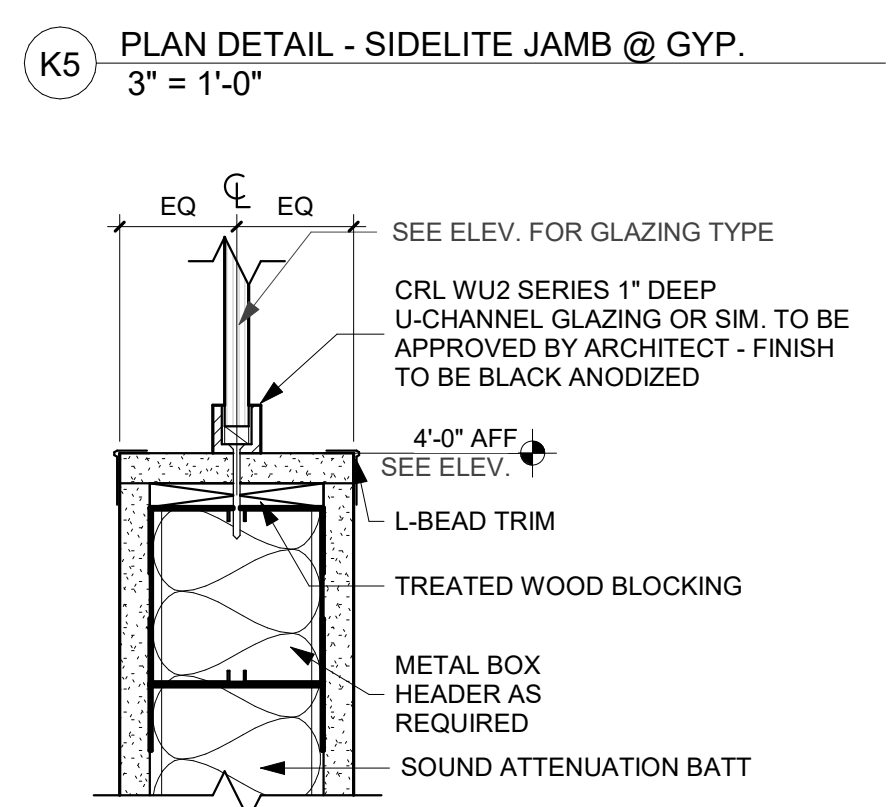
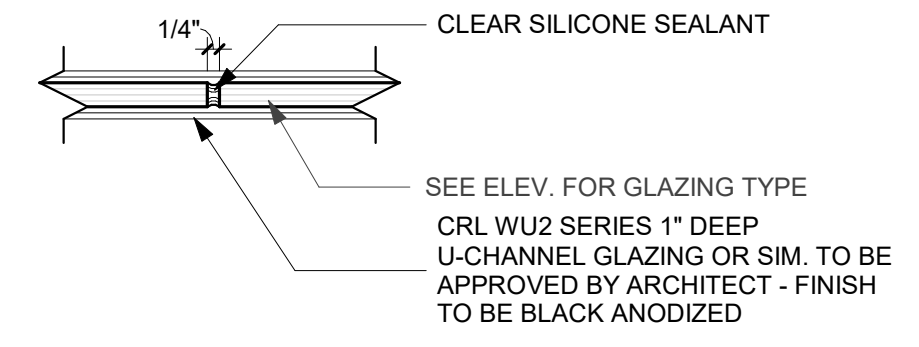
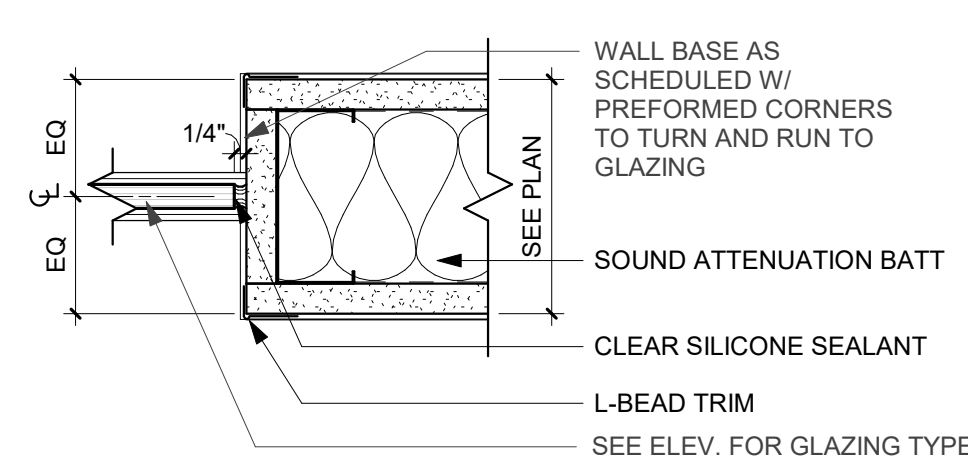
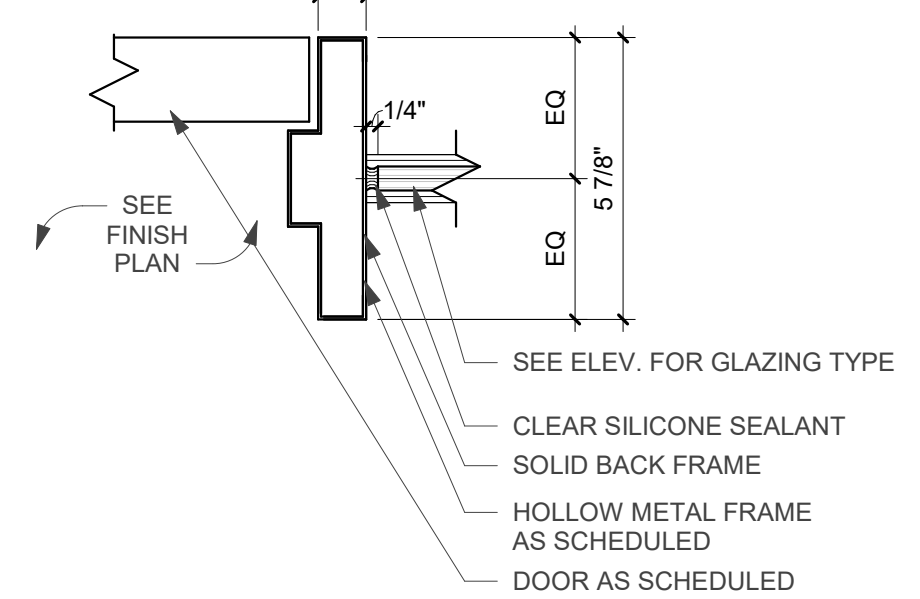
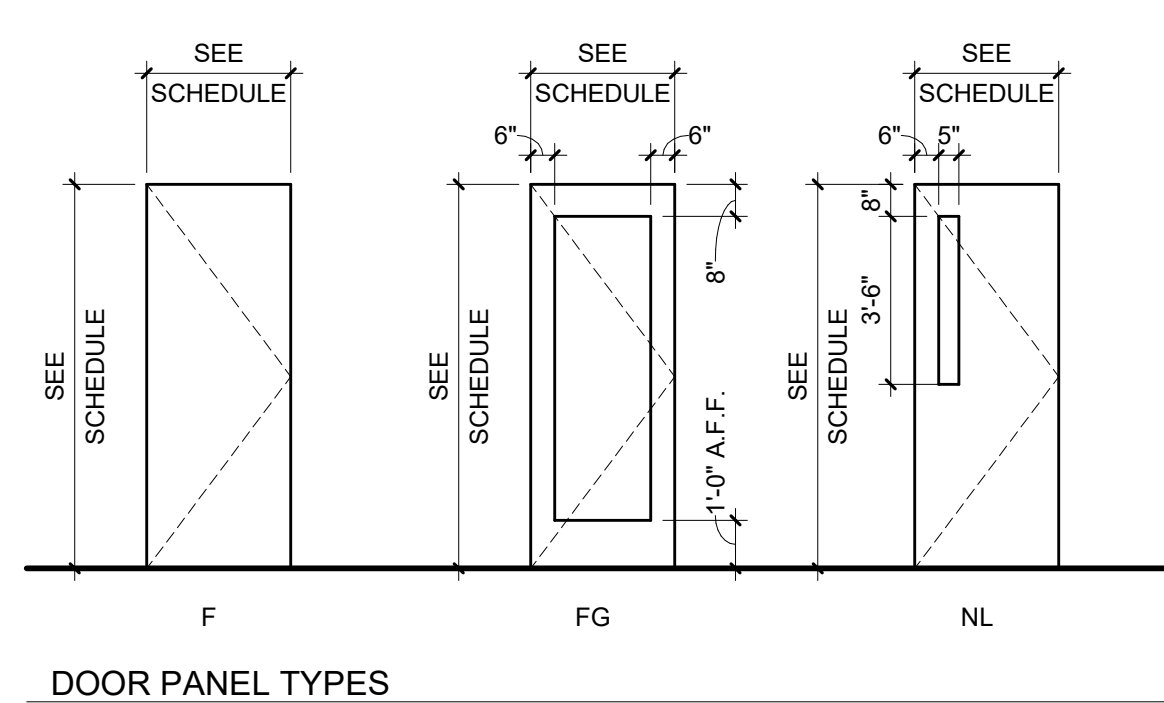
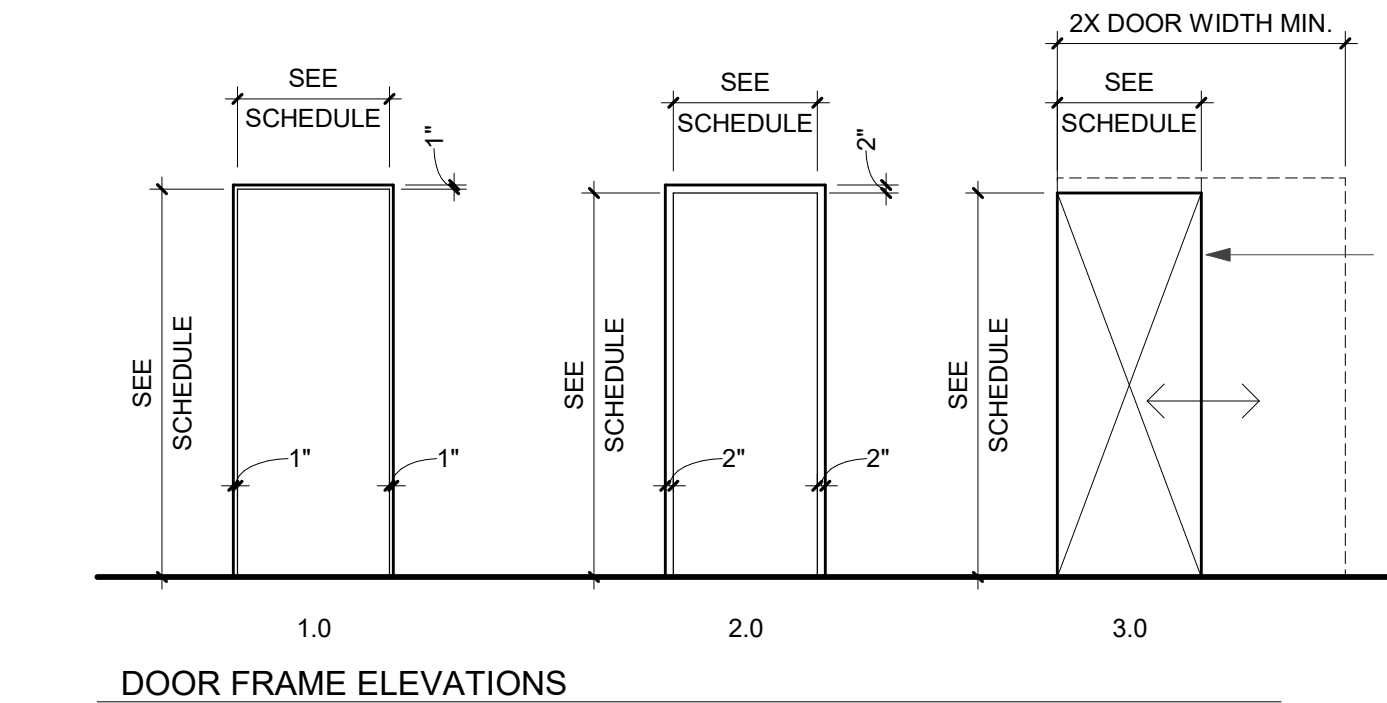
2 HOUR RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
A1 4 7/8"	3 5/8"	U411
A1 7 1/4"	6"	U411



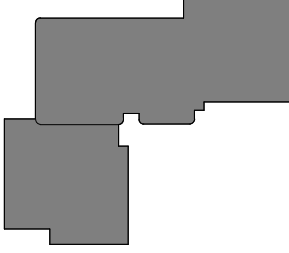
DOOR SCHEDULE																
DOOR NUMBER	PANEL QUANTITY	PANEL TYPE	WIDTH	HEIGHT	PANEL		PANEL MATERIAL	PANEL FINISH	FRAME			CARD READER	HEAD DETAIL	JAMB DETAIL	REMARKS	HARDWARE SET
					PANEL 1 WIDTH	PANEL 2 WIDTH			FRAME TYPE	MATERIAL	FINISH					
100A	2	FG	6'-0"	8'-0"	3'-0"	3'-0"	ALUM	ANOD	EXIST	ALUM	ANOD	YES			2, 3	###
100B	2	FG	6'-0"	8'-0"	3'-0"	3'-0"	ALUM	ANOD	EXIST	ALUM	ANOD				3	###
104	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		2.0
105A	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		9.0
105B	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4	YES	E19/A003	A19/A003		8.1
120	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4	YES	E19/A003	A19/A003		7.0
121	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
122	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
123	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
124	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
125	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
127	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
128	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
131	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
132	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
133	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
141	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003	1	-
142	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		2.0
143	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		2.0
144	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		3.0
145	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
146	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
147	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
148	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
149	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
150A	1	FG	3'-0"	8'-0"	3'-0"		ALUM	ANOD	2.0	ALUM	ANOD	YES			2, 3	###
150B	1	FG	3'-0"	8'-0"	3'-0"		ALUM	ANOD	2.0	ALUM	ANOD				3	###
151	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
152	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
153	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	2.0	HM	PT-4		E19/A003	A19/A003		1.0
153B	1	F	3'-0"	8'-2"			WD-1	STN	3.0	GYP	PT-1					4.0
154	1	F	3'-0"	7'-0"	3'-0"		EXIST	PT-1	EXIST	EXIST	PT-1				1	-
155	4	F	5'-0"	8'-8"			EXIST	PT-1	EXIST	EXIST	PT-1					-
199A	2	FG	6'-0"	6'-10"	3'-0"	3'-0"	ALUM	ANOD	EXIST	EXIST	EXIST	YES	-	-	1, 2	13.0
199B	2	FG	6'-0"	6'-10"	3'-0"	3'-0"	ALUM	ANOD	EXIST	EXIST	EXIST		-	-	1, 2	13.0
199C	1	FG	3'-0"	6'-10"	3'-0"		ALUM	ANOD	2.0	ALUM	ANOD				1	###

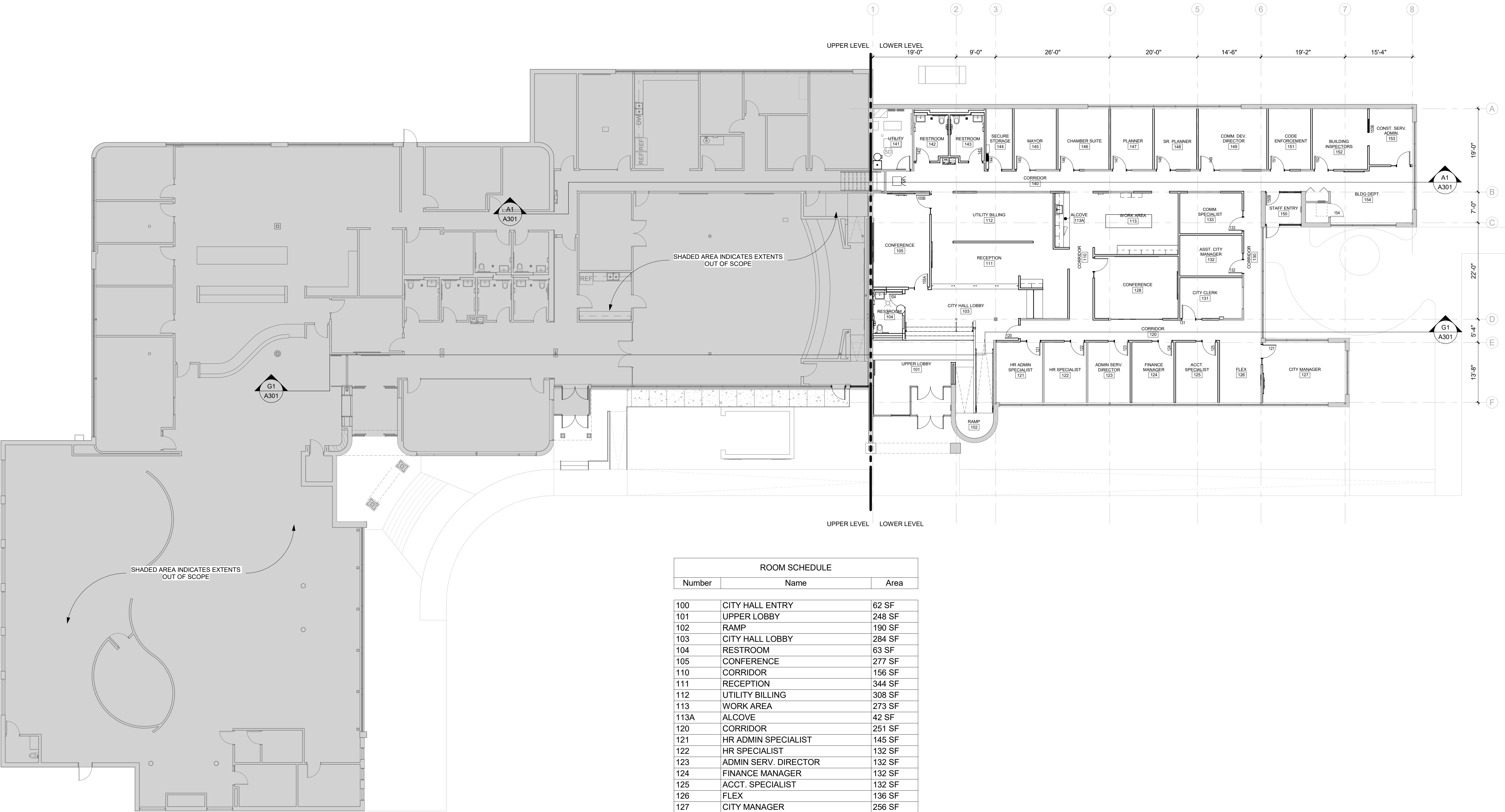
REMARKS:
1. EXISTING DOOR TO BE REPLACED WITH NEW. MAINTAIN HARDWARE FUNCTIONALITY AFTER CONSTRUCTION
2. EXISTING ADA OPERATOR, MAINTAIN FUNCTIONALITY AFTER CONSTRUCTION
3. NEW ALUMINUM DOOR AND SUBFRAME IN EXISTING STOREFRONT SYSTEM. VERIFY SIZE IN FIELD.



GENERAL NOTES

- SEE FRAME PLANS AND INTERIOR ELEVATIONS FOR DIMENSIONAL SIZES WITH MATERIALS OF FRAMES.
- PREPARE DOOR AND FRAME FOR PAINT - BONDO DENTS AND SAND SCRATCHES SMOOTH.
- PAINT HOLLOW METAL DOORS AND FRAMES EPT-1.
- (*) DESIGNATION INDICATES TEMPERED GLAZING





OVERALL FLOOR PLAN
3/32" = 1'-0"

ROOM SCHEDULE		
Number	Name	Area
100	CITY HALL ENTRY	62 SF
101	UPPER LOBBY	248 SF
102	RAMP	190 SF
103	CITY HALL LOBBY	284 SF
104	RESTROOM	63 SF
105	CONFERENCE	277 SF
110	CORRIDOR	156 SF
111	RECEPTION	344 SF
112	UTILITY BILLING	308 SF
113	WORK AREA	273 SF
113A	ALCOVE	42 SF
120	CORRIDOR	251 SF
121	HR ADMIN SPECIALIST	145 SF
122	HR SPECIALIST	132 SF
123	ADMIN SERV. DIRECTOR	132 SF
124	FINANCE MANAGER	132 SF
125	ACCT. SPECIALIST	132 SF
126	FLEX	136 SF
127	CITY MANAGER	256 SF
128	CONFERENCE	270 SF
130	CORRIDOR	116 SF
131	CITY CLERK	131 SF
132	ASST. CITY MANAGER	131 SF
133	COMM. SPECIALIST	131 SF
140	CORRIDOR	513 SF
141	UTILITY	124 SF
142	RESTROOM	80 SF
143	RESTROOM	80 SF
144	SECURE STORAGE	83 SF
145	MAYOR	132 SF
146	CHAMBER SUITE	160 SF
147	PLANNER	132 SF
148	SR. PLANNER	132 SF
149	COMM. DEV. DIRECTOR	215 SF
150	STAFF ENTRY	59 SF
151	CODE ENFORCEMENT	132 SF
152	BUILDING INSPECTORS	174 SF
153	CONST. SERV. ADMIN.	125 SF
154	BLDG DEPT.	231 SF

GENERAL NOTES

- DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH MASONRY OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
- FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS - TYPICAL FOR ALL DRAWINGS.
- IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS.
- ALL PENETRATIONS IN FIRE RATED FLOORS AND WALLS MUST BE SEALED WITH APPROPRIATE FIRESTOPPING SYSTEM.
- PATCH AND REPAIR EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION. ALL WALLS A1,C.O UNLESS OTHERWISE NOTED
- PROVIDE FIRE TREATED WOOD BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES - AS REQUIRED

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE

1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer

RAKER RHODES ENGINEERING
4704 GRAND AVENUE
DES MOINES, IA 50312
P. 515-277-0275

Key Plan:

Revision Description Date

OPN Project No.

24811002

Sheet Issue Date

BID DOCUMENTS

07/03/2025

Sheet Name

OVERALL FLOOR PLAN

Sheet Number

A101

GENERAL NOTES

- DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH MASONRY OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
- FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS - TYPICAL FOR ALL DRAWINGS.
- IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS.
- ALL PENETRATIONS IN FIRE RATED FLOORS AND WALLS MUST BE SEALED WITH APPROPRIATE FIRESTOPPING SYSTEM.
- PATCH AND REPAIR EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION. ALL WALLS A1.C.O UNLESS OTHERWISE NOTED.
- PROVIDE FIRE TREATED WOOD BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES - AS REQUIRED.

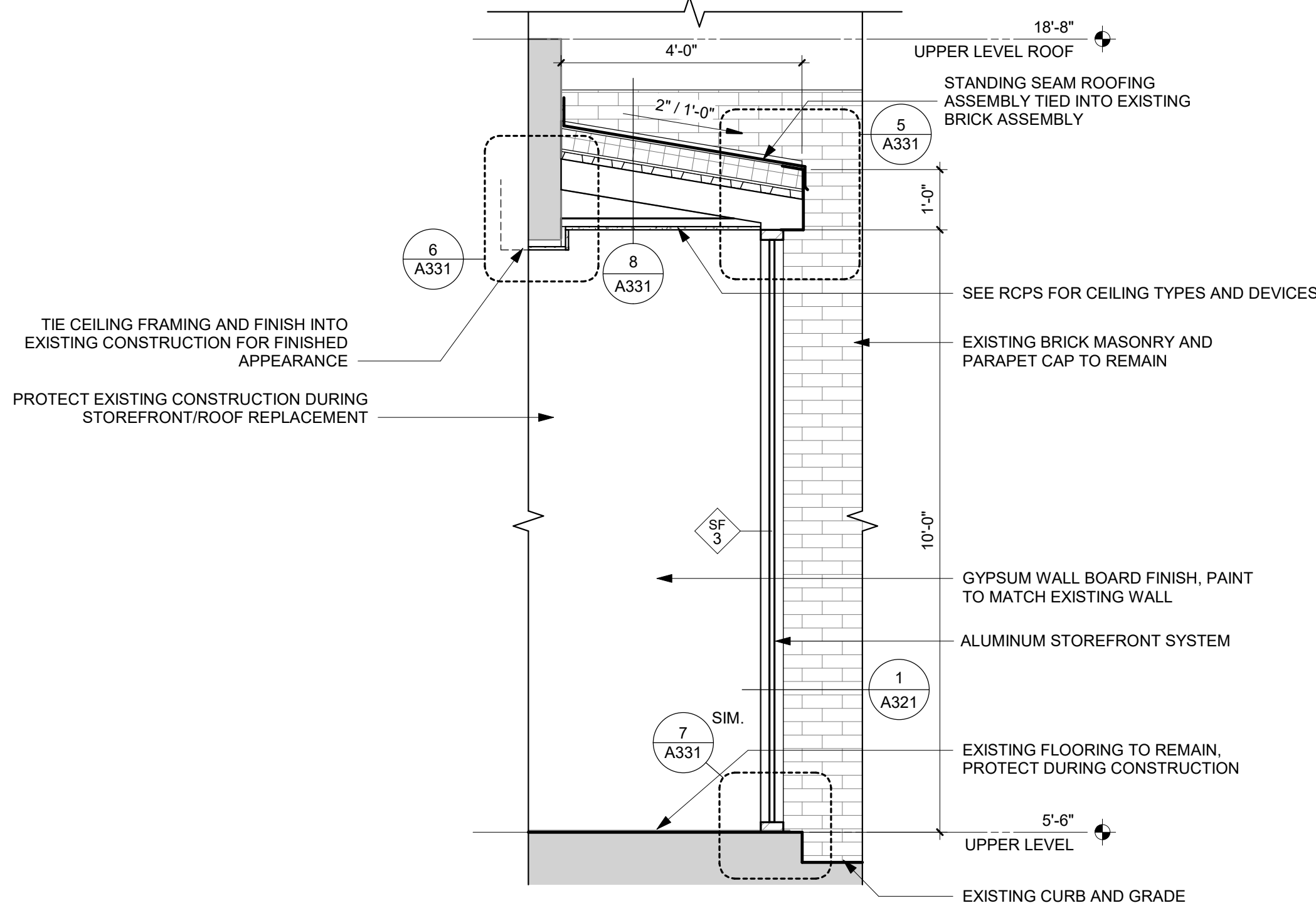
CEILING LEGEND

DASHED LINE DENOTES LOCATIONS OF ACUSTIC PARTITIONS TO RECEIVE ACUSTICAL BATT INSULATION AND SOUND SEALANT AT PERIMETER AND PENETRATIONS. REFER TO FLOOR PLANS FOR WALL TYPES.

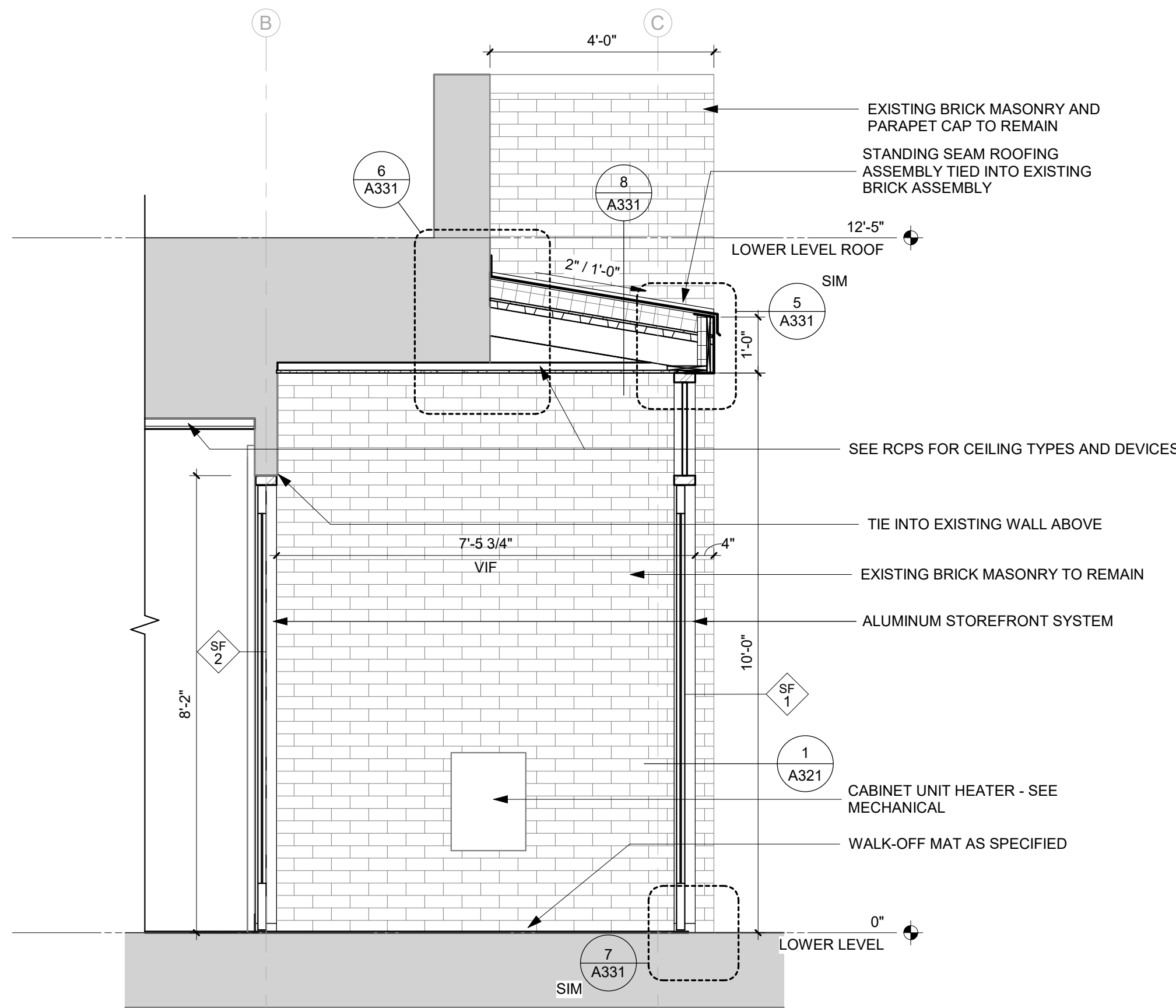
- ACCESS PANEL
- RECTANGULAR FIXTURE
- LINEAR FIXTURE
- DOWN LIGHTS
- DOWN LIGHT PENDANTS
- UTILITY LIGHTS
- CEILING & WALL MOUNT EXIT SIGNS
- HVAC SUPPLY DIFFUSER
- HVAC RETURN DIFFUSER
- HVAC EXHAUST DIFFUSER
- HVAC SLOT DIFFUSER
- HVAC ROUND DIFFUSER
- PROJECTOR
- PROJECTOR SCREEN
- OCCUPANCY SENSOR
- SPEAKER
- MICROPHONE
- WIRELESS ACCESS POINT
- CEILING & WALL MOUNT CLOCK
- SMOKE DETECTOR
- CEILING & WALL MOUNT CAMERA
- DATA & POWER
- SPRINKLER

KEYNOTE LEGEND

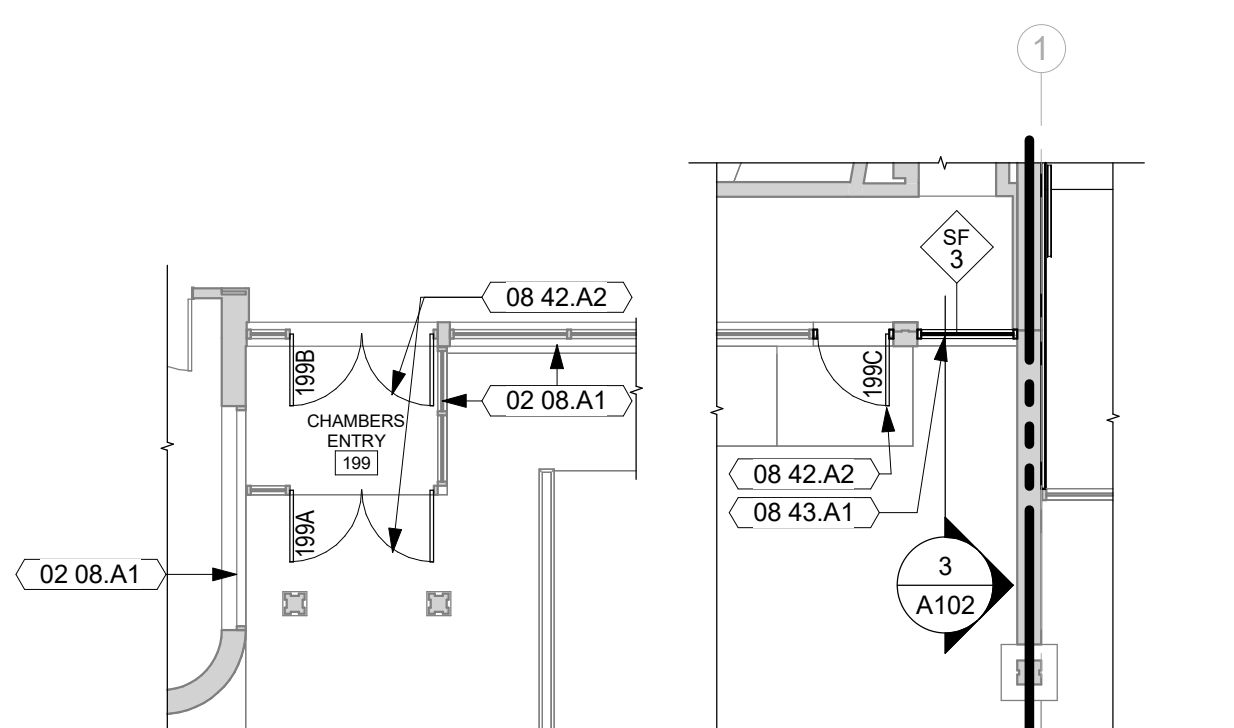
- 02 08.A1 EXISTING GLAZING SYSTEM TO REMAIN
- 06 61.B4 SOLID SURFACE (SS-1) WINDOW SILL, TYP. WHERE REMOVED.
- 07 44.A1 STANDING SEAM ROOFING ASSEMBLY TIED INTO EXISTING BRICK ASSEMBLY
- 08 42.A2 NEW ALUMINUM ENTRY DOOR AND SUBFRAME TO MATCH EXISTING OPENING
- 08 43.A1 ALUMINUM STOREFRONT SYSTEM
- 10 11.A1 GLASS DRY ERASE MARKER BOARD - CFGI
- 22 42.E1 MOP SINK - PROVIDE FRP PANEL 48"X1' AT ADJACENT WALLS
- 23 82.D1 CABINET UNIT HEATER - SEE MECHANICAL
- 27 40.A1 MONITOR AND RECESSED MOUNTING BOX BY AV - VERIFY MOUNTING HEIGHT



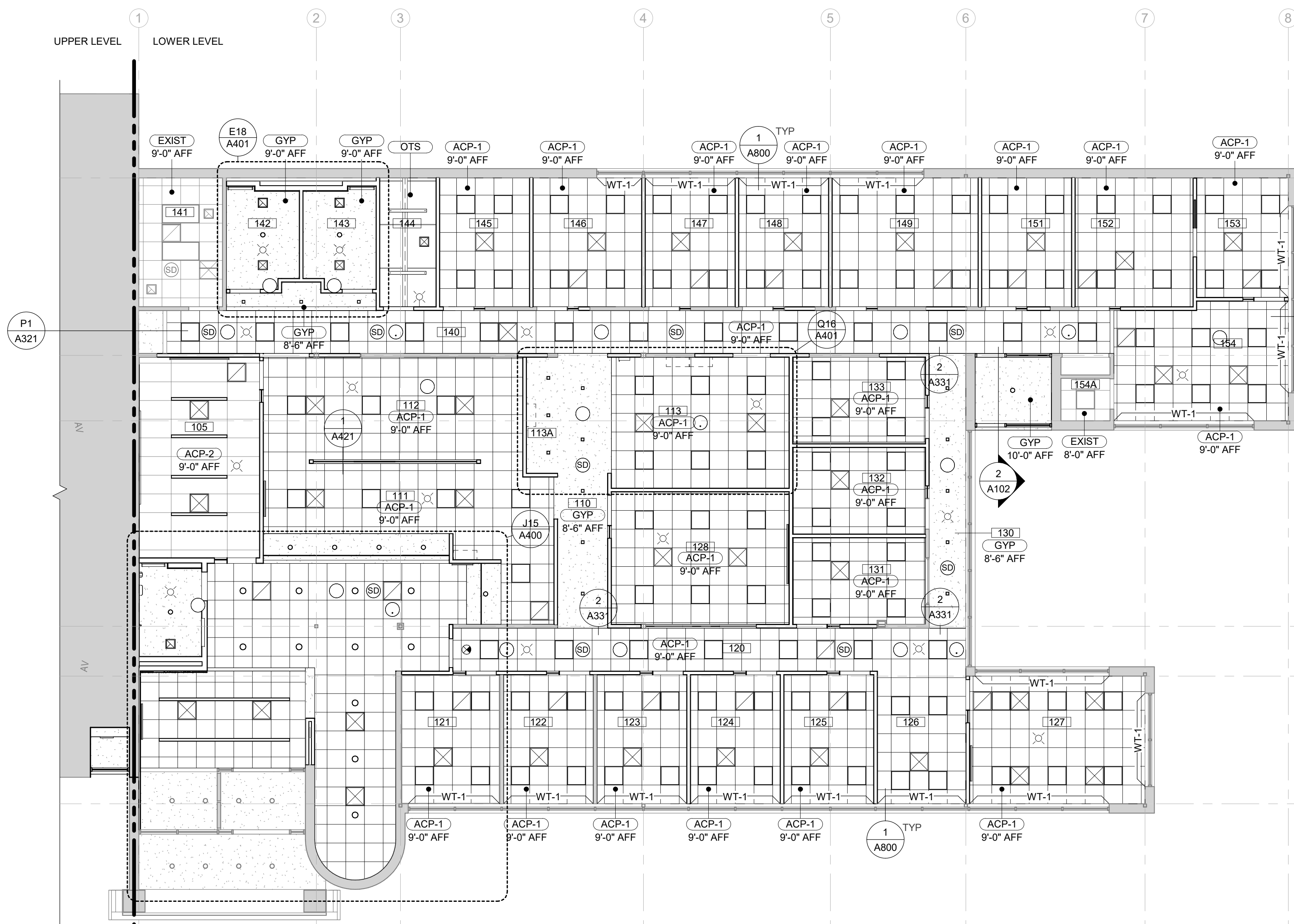
3 WALL SECTION - CHAMBERS NE STOREFRONT
1/2" = 1'-0"



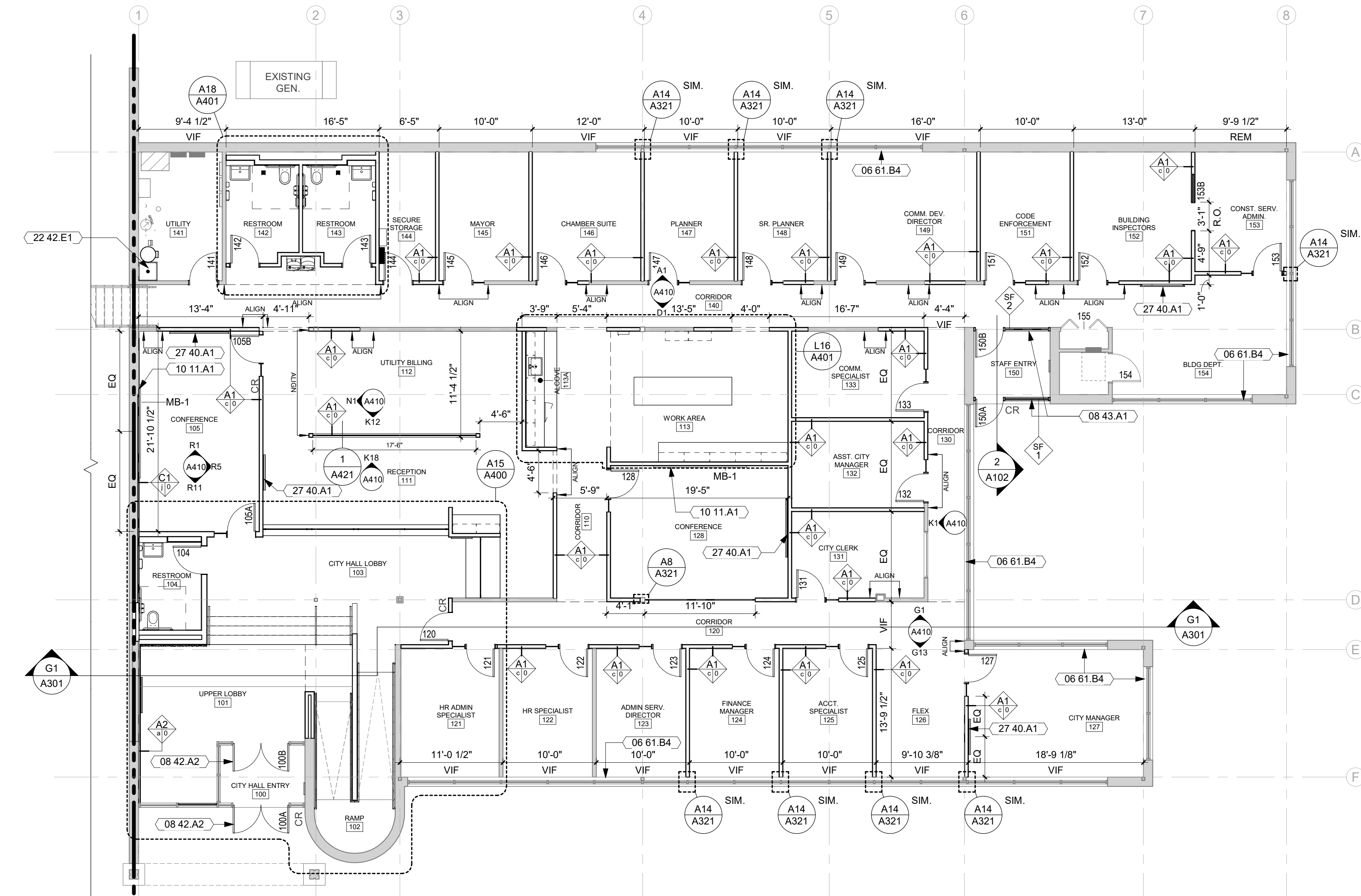
2 WALL SECTION - STAFF ENTRY
1/2" = 1'-0"



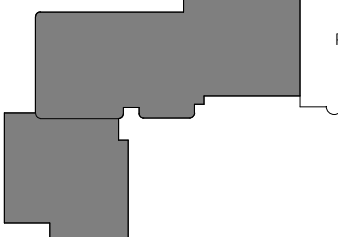
1 FLOOR PLAN - CHAMBERS FACADE - STOREFRONT REPLACEMENT
1/8" = 1'-0"



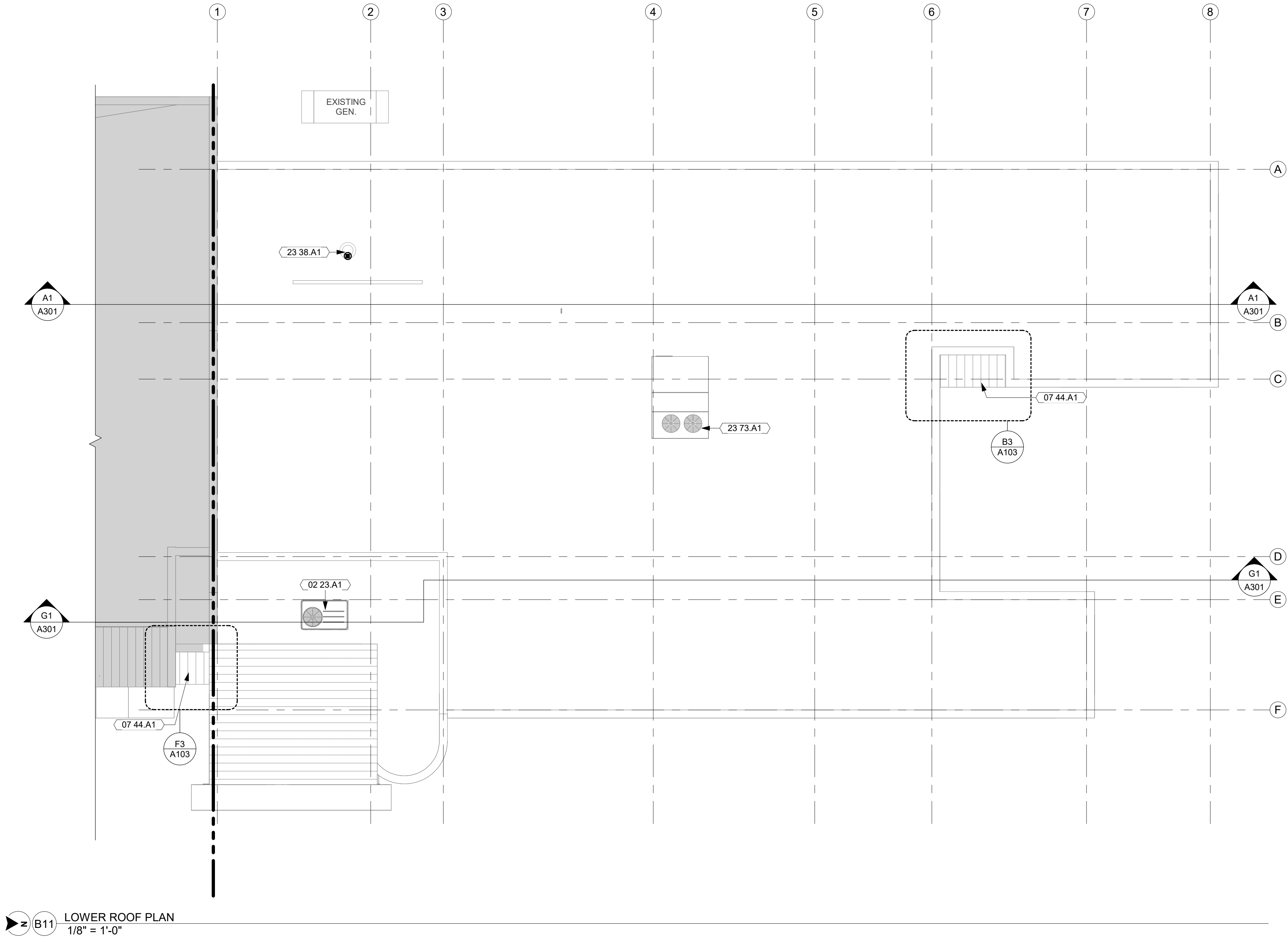
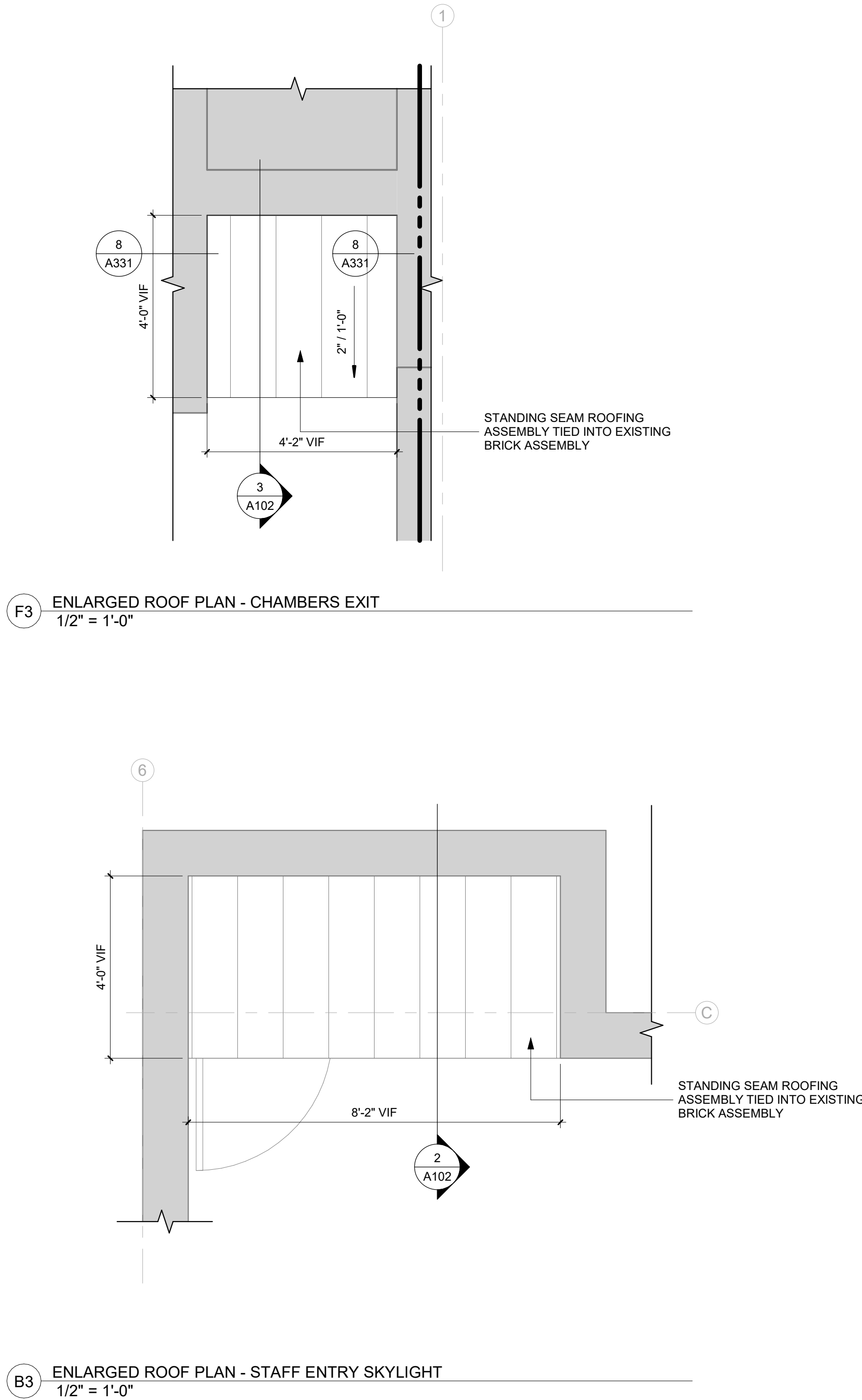
K15 LOWER REFLECTED CEILING PLAN
1/8" = 1'-0"



A15 LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"



U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



- GENERAL NOTES**
1. NOT ALL ROOF PENETRATIONS ARE SHOWN. VERIFY LOCATIONS OF ALL ROOF PENETRATIONS. PROVIDE BOOTS, FLASHING AND OTHER ACCESSORIES REQUIRED TO PROVIDE A COMPLETE, WATERTIGHT WARRANTED SYSTEM REFER TO INDIVIDUAL DISCIPLINES.
 2. COORDINATE SLOPED STRUCTURE AND TAPERED INSULATION WITH STRUCTURAL DRAWINGS.
 3. SLOPE ALL TAPERED INSULATION AT 1/4" : 1'-0" UNLESS NOTED OTHERWISE.
 4. SLOPE ALL CRICKETS AT 1/2" : 1'-0" PERPENDICULAR TO VALLEY LINES UNLESS NOTED OTHERWISE.
 5. PROTECT SECTIONS OF THE ROOF THAT HAVE ALREADY BEEN INSTALLED FROM DAMAGE. DO NOT USE THE ROOF FOR A STAGING AREA UNLESS ADEQUATE FACTORY, MUTUALLY APPROVED PROTECTION MEASURES ARE USED TO PROTECT THE ROOF.
 6. COORDINATE LOCATION OF MECHANICAL EQUIPMENT WITH MECHANICAL DRAWINGS.
 7. ALL OVERFLOW DRAINS TO BE 2" ABOVE MAIN ROOF DRAIN INTAKE ELEVATION.
 8. ALL WALLS WITH SOUND ATTENUATION BLANKETS ARE TO HAVE ACCOUSTICAL SEALANT AT TOP AND BOTTOM AND AT ALL WALL PENETRATIONS.

- KEYNOTE LEGEND**
- | | |
|----------|--|
| 02 23.A1 | EXISTING ROOFTOP EQUIPMENT TO REMAIN |
| 07 44.A1 | STANDING SEAM ROOFING ASSEMBLY TIED INTO EXISTING BRICK ASSEMBLY |
| 23 38.A1 | ROOFTOP EXHAUST FAN - SEE MECHANICAL |
| 23 73.A1 | PACKAGED RTU - SEE MECHANICAL |

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE

1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer

RAKER RHODES ENGINEERING
4704 GRAND AVENUE
DES MOINES, IA 50312
P. 515-277-0275

Key Plan

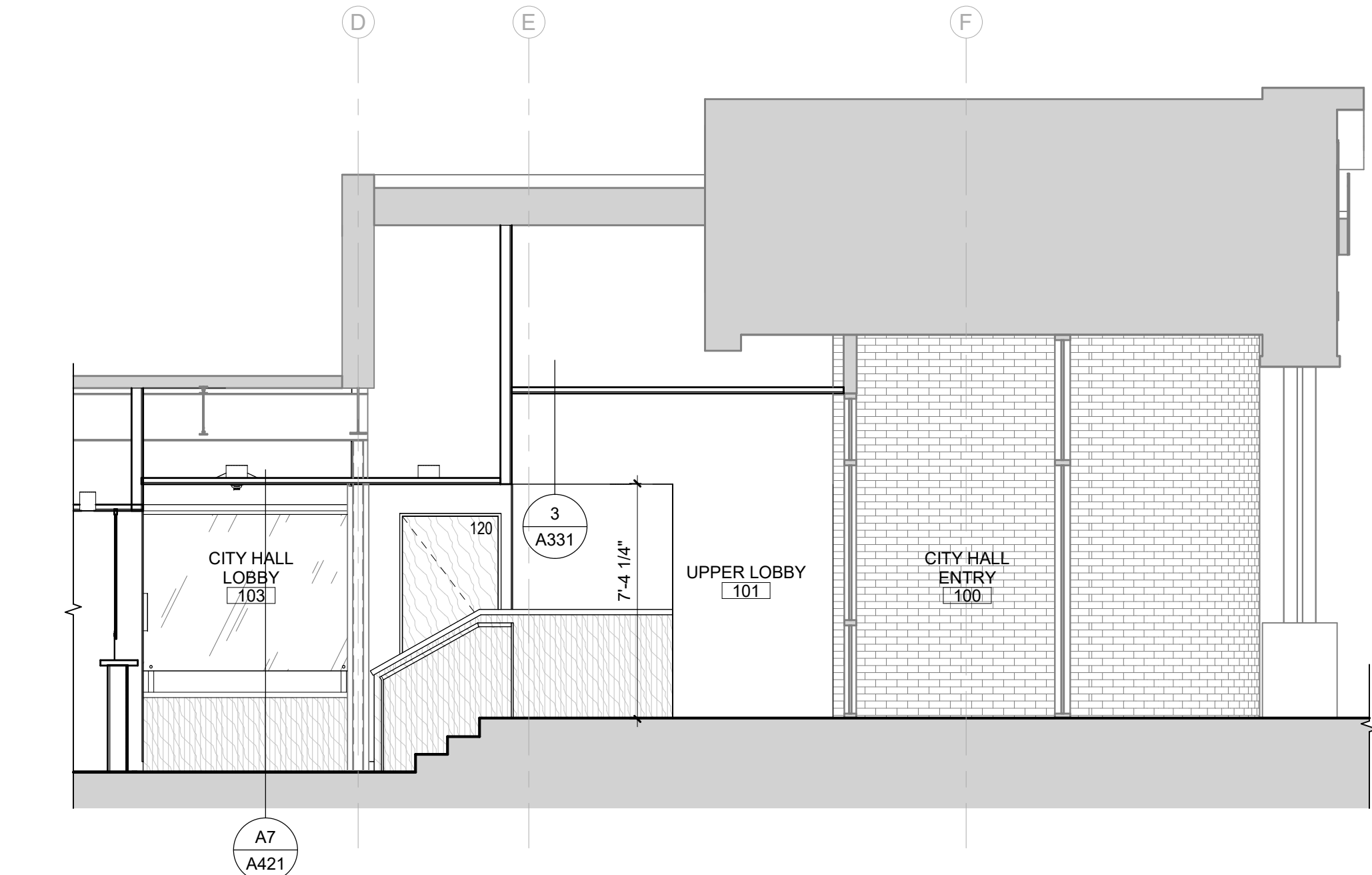
Revision	Description	Date
----------	-------------	------

OPN Project No.
24811002

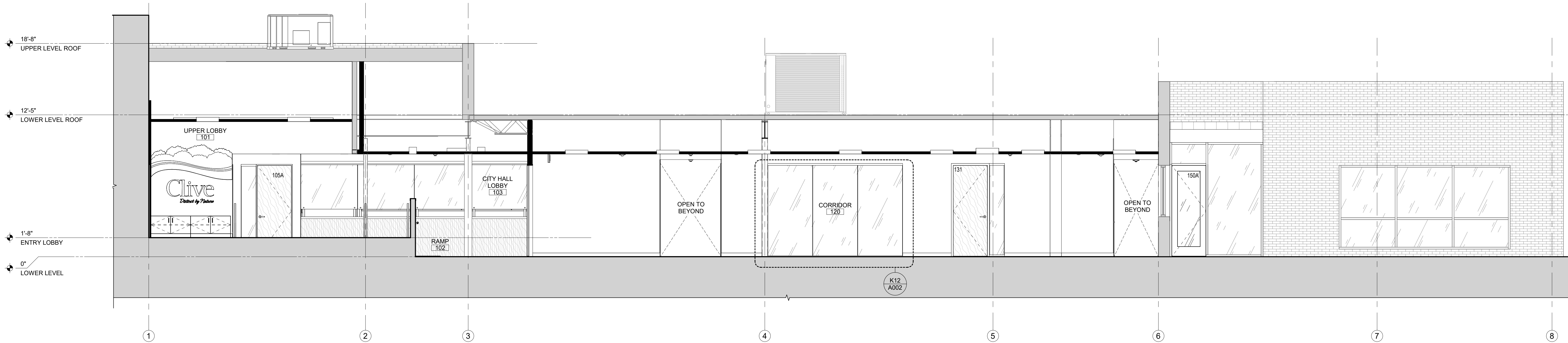
Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
ROOF PLAN & EXTERIOR DETAILS

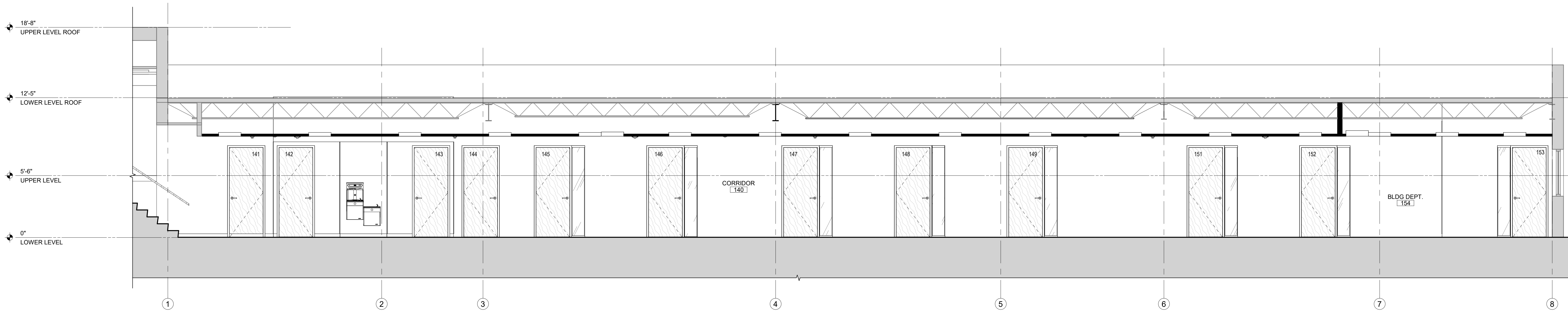
Sheet Number



1 SECTION DETAIL - LOBBY
1/4" = 1'-0"

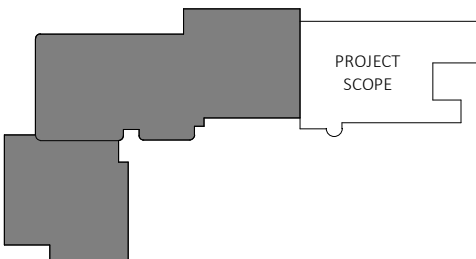


G1 BUILDING SECTION - NORTH/SOUTH1
1/4" = 1'-0"

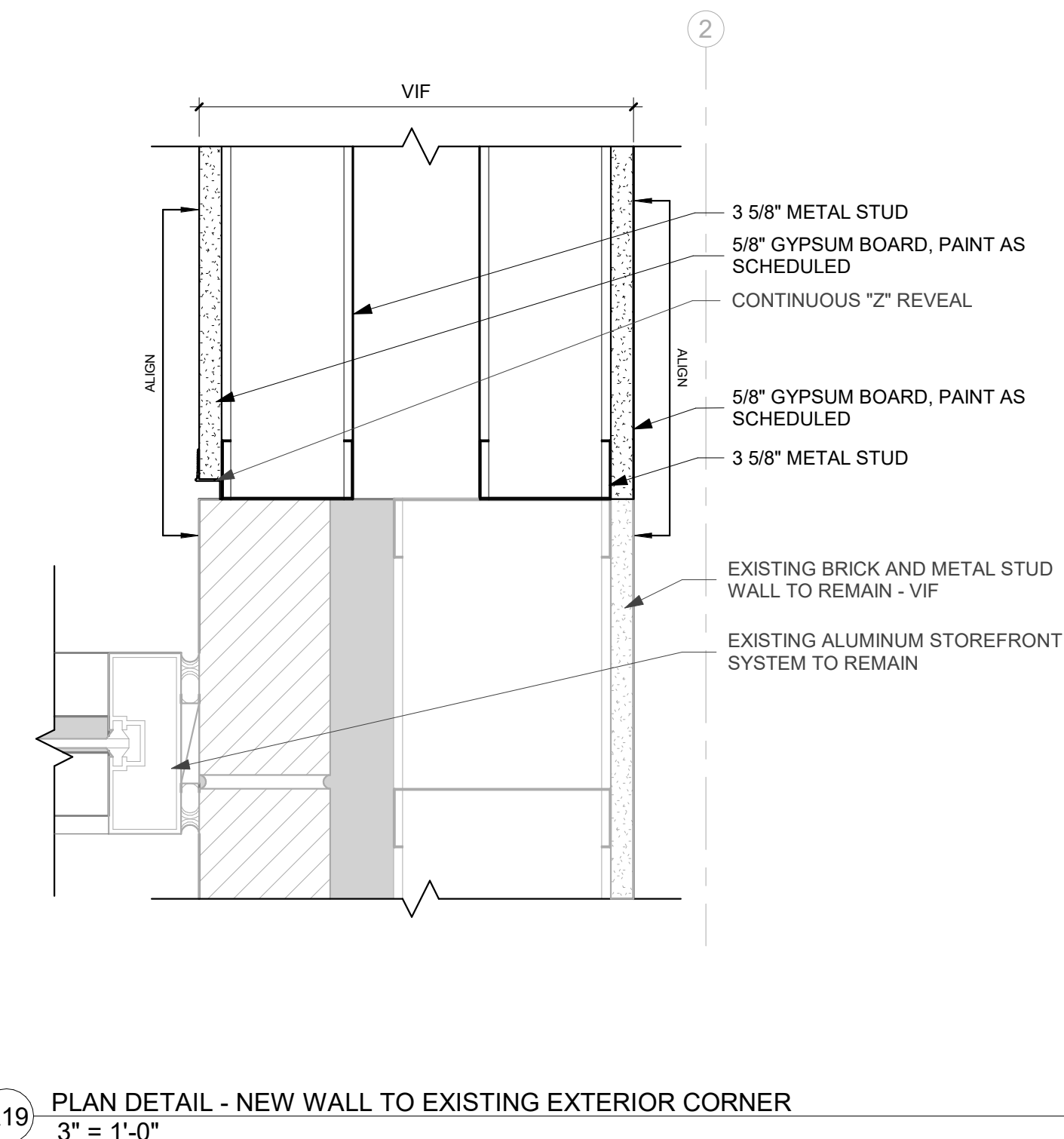
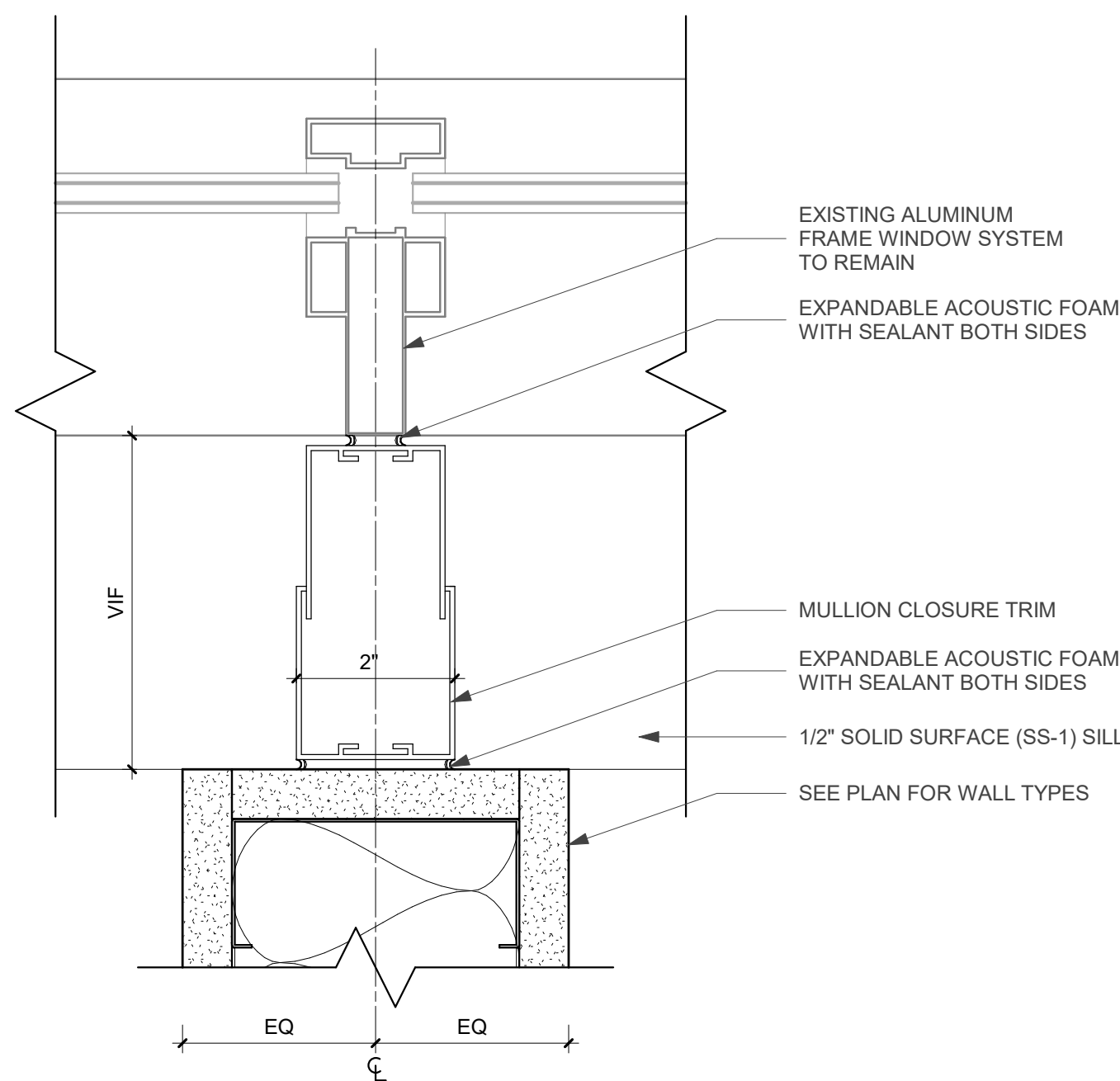
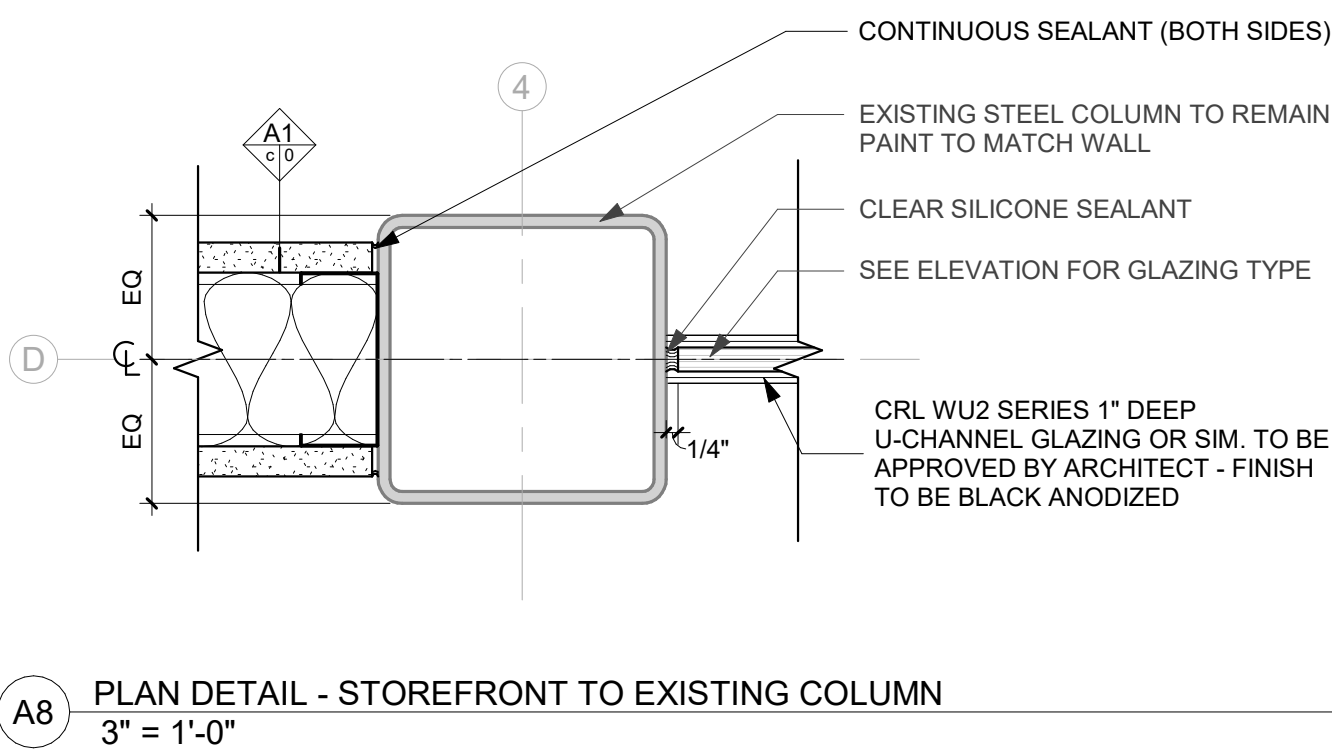
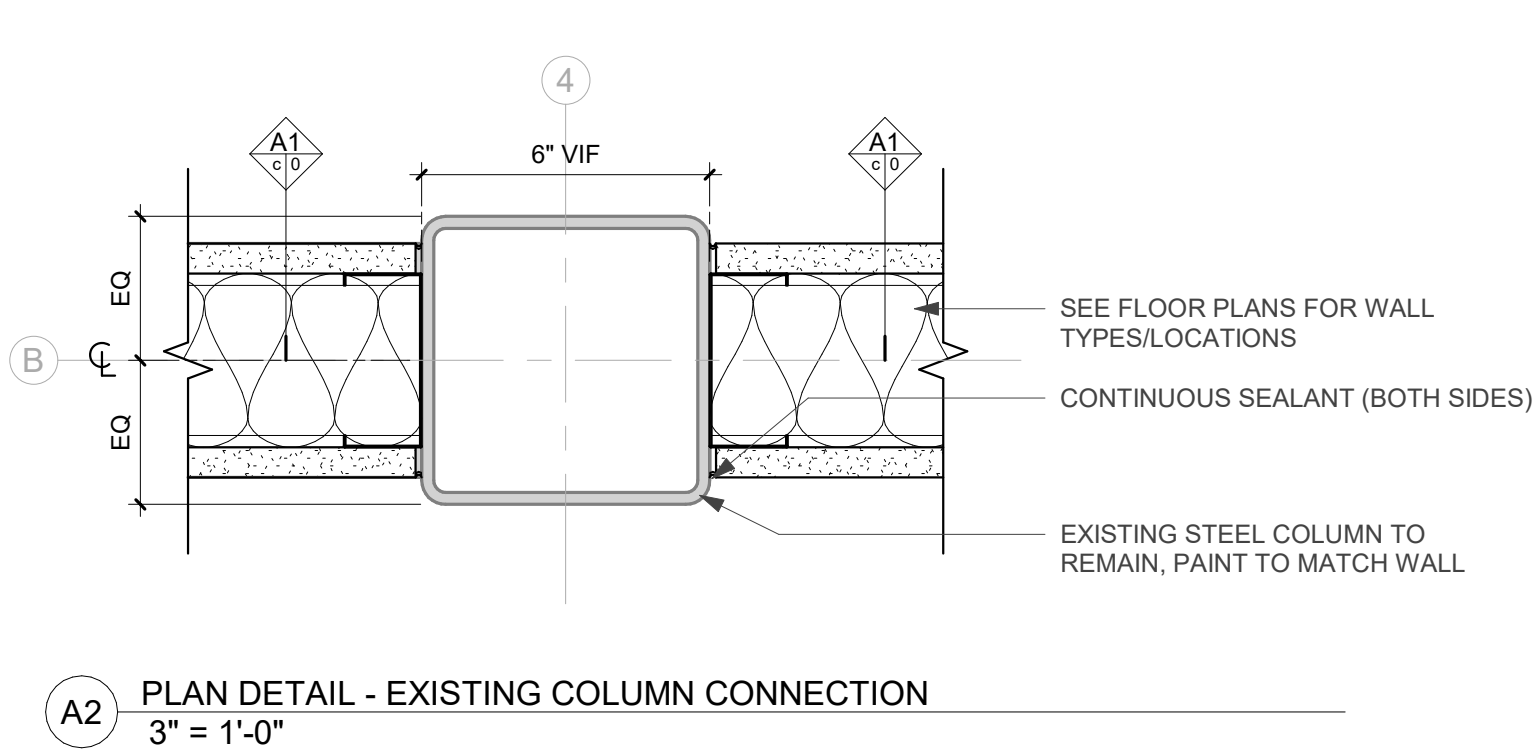
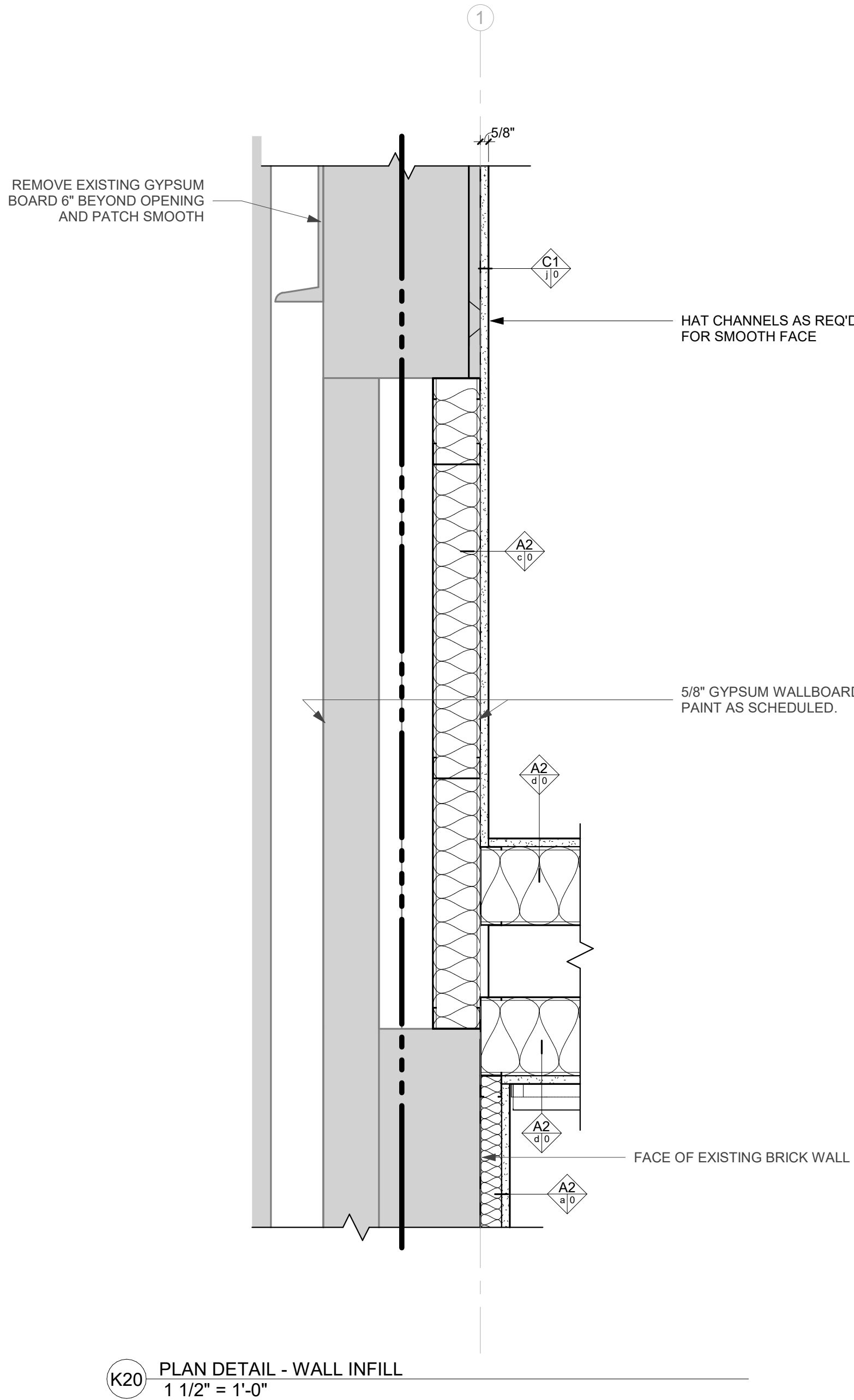
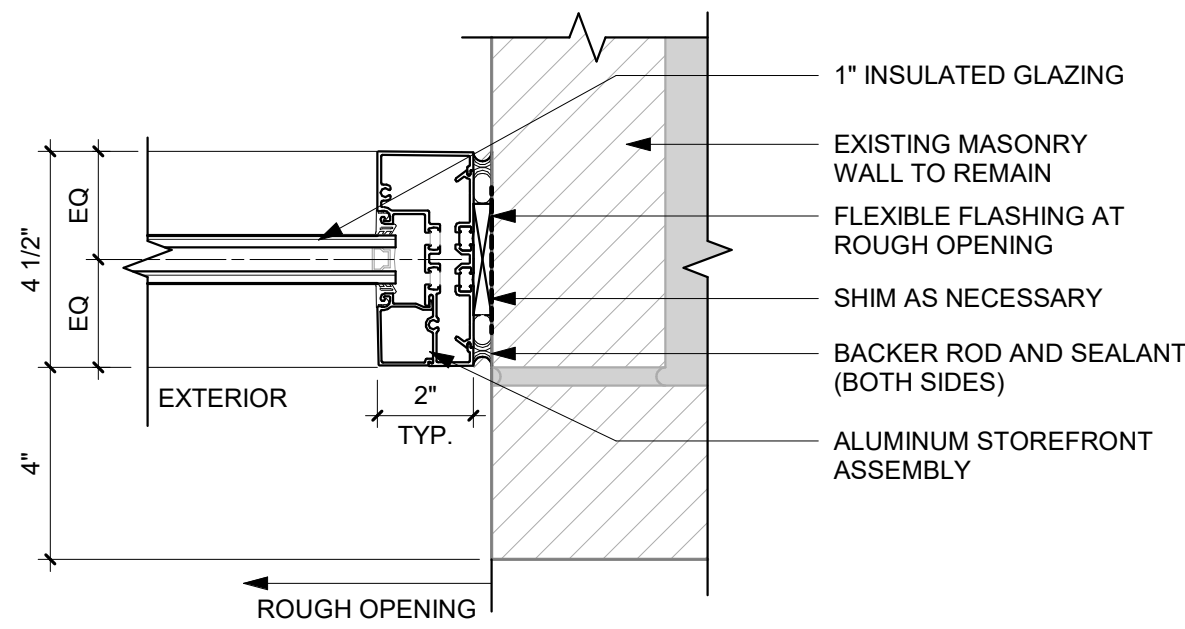
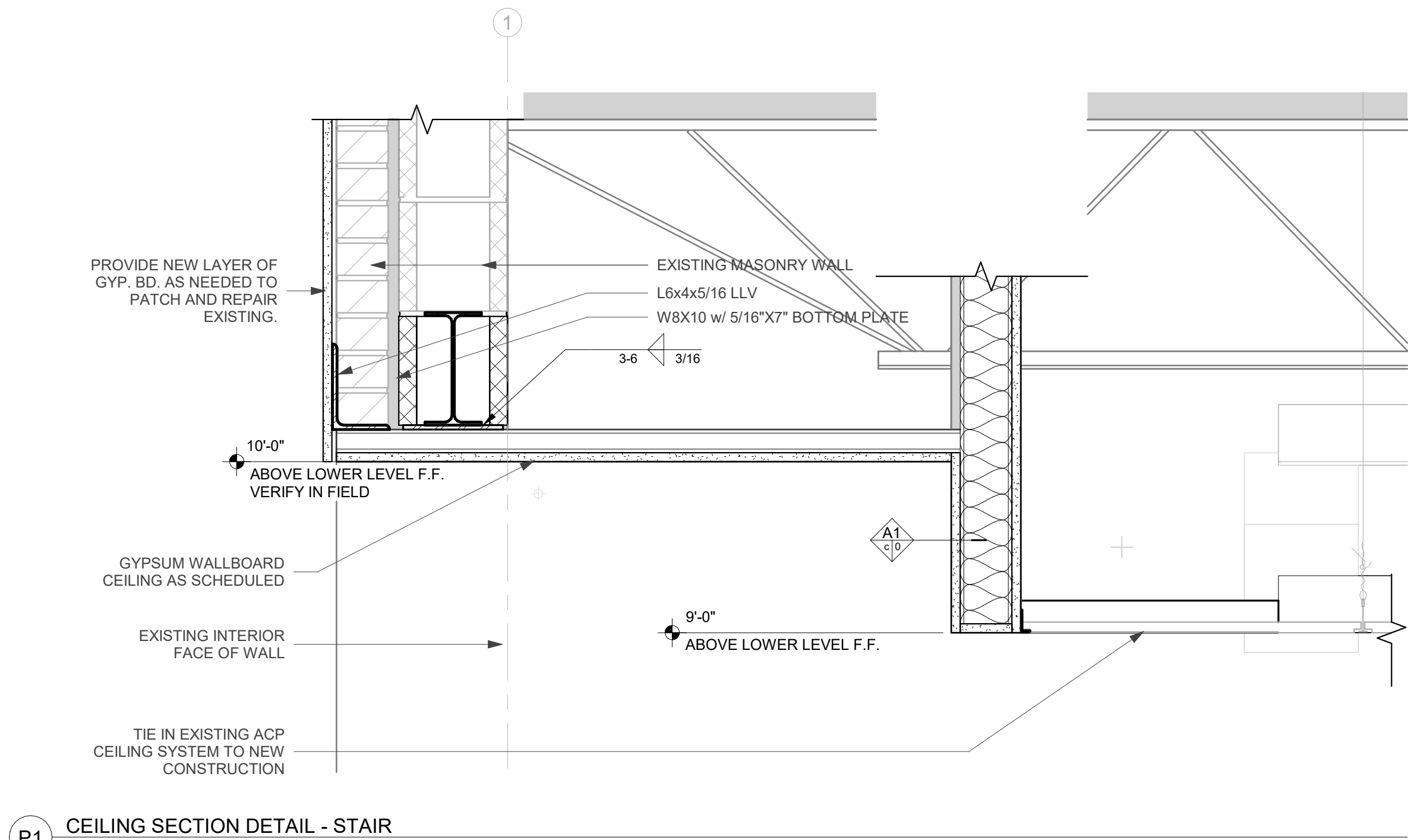


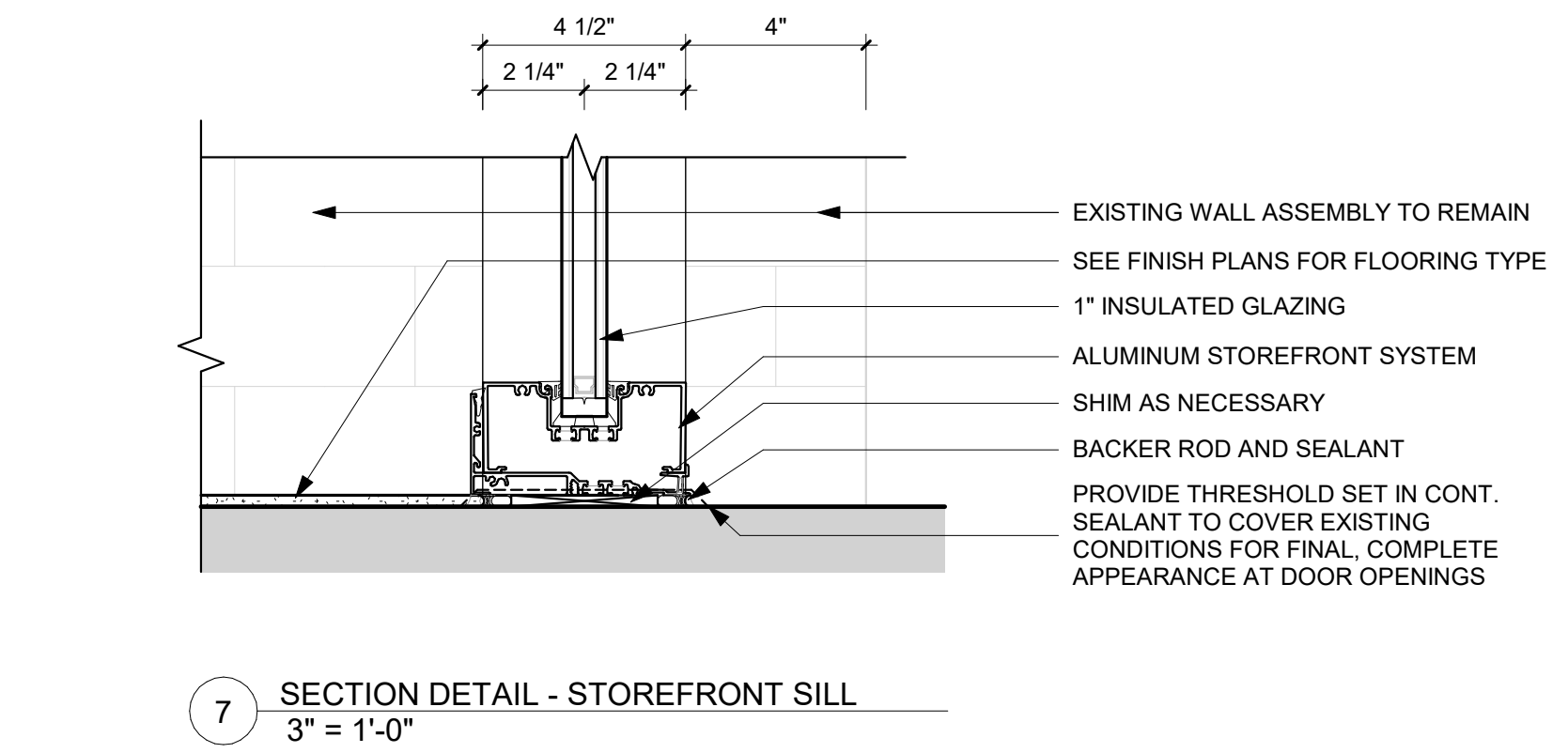
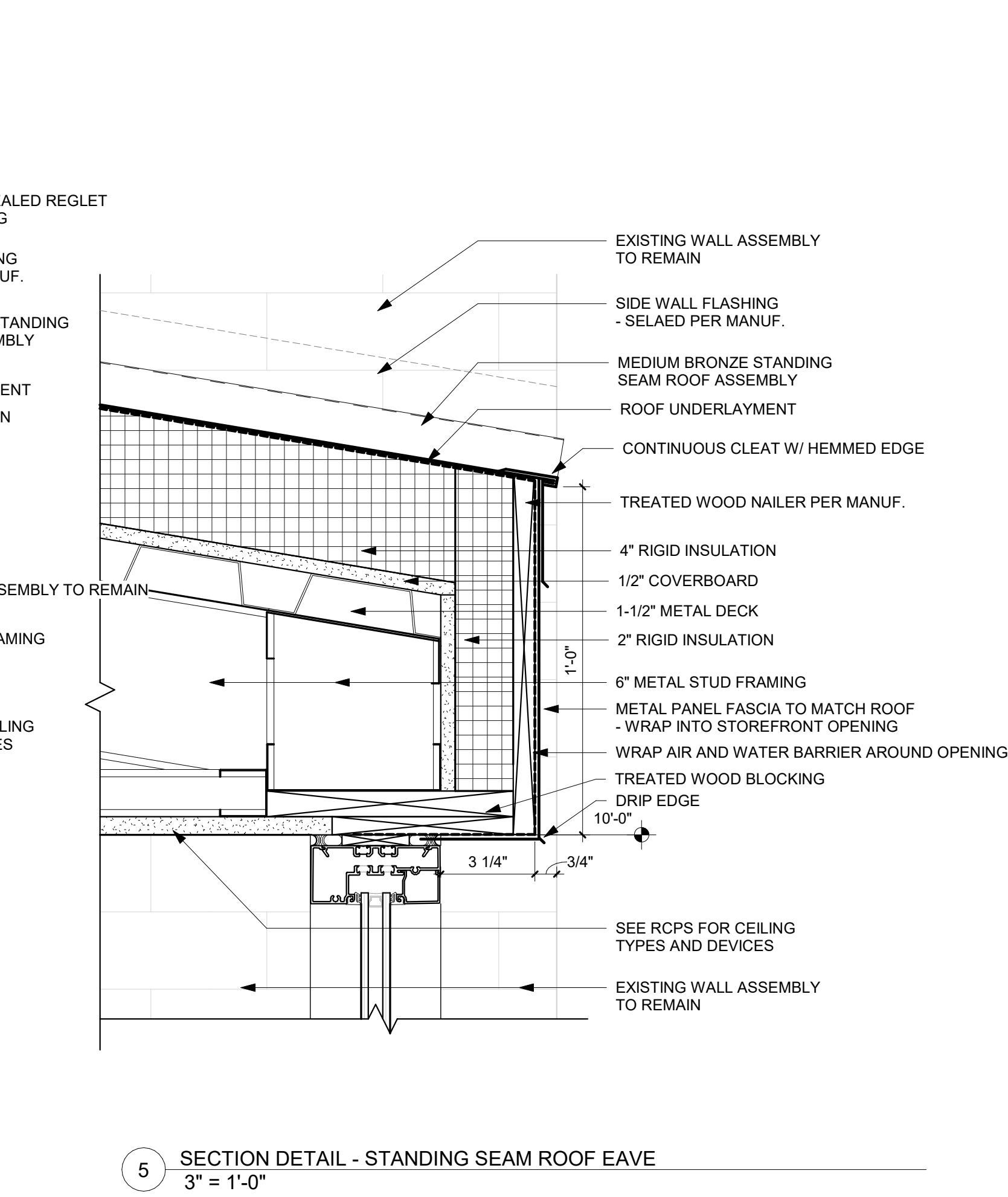
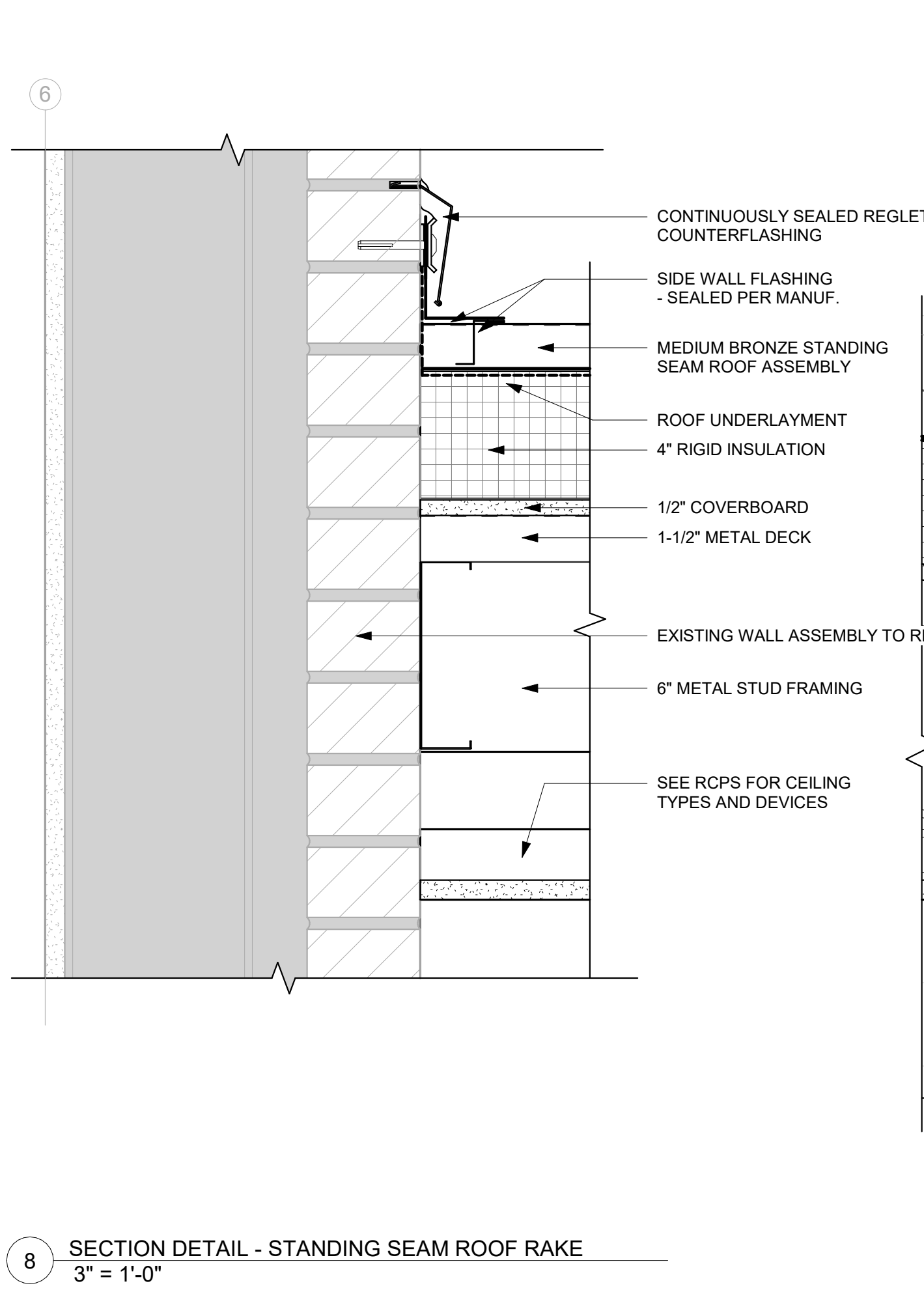
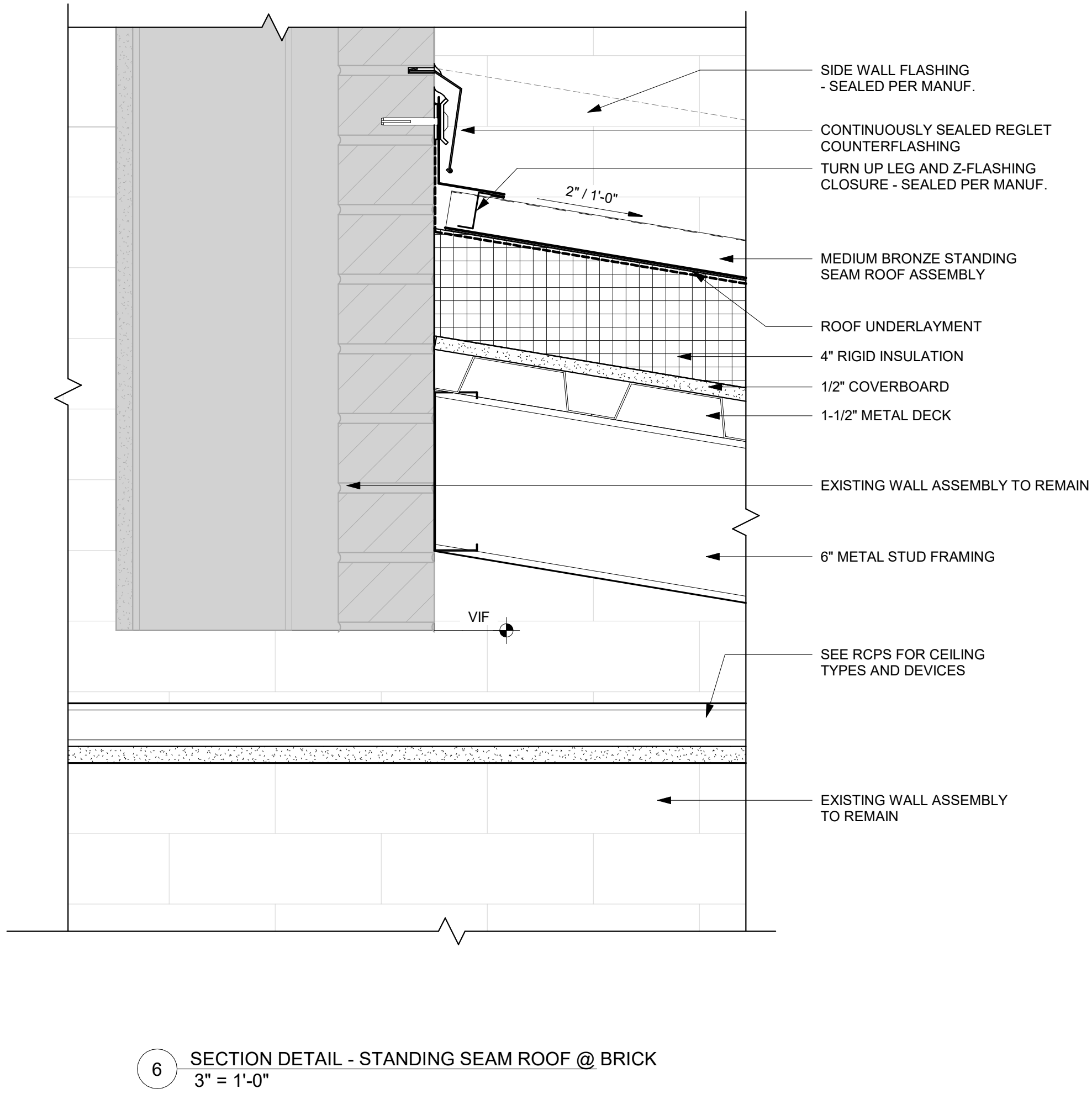
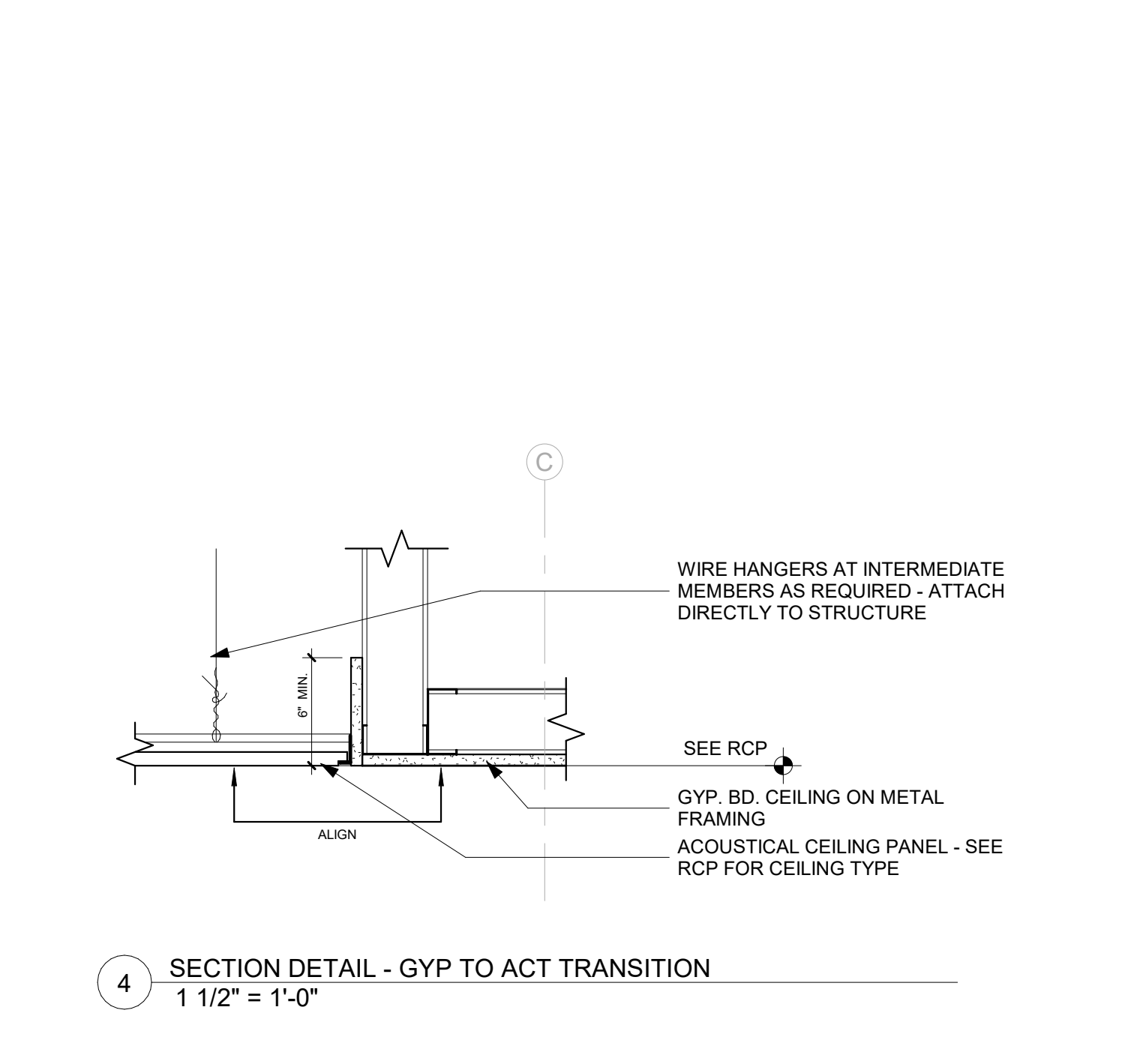
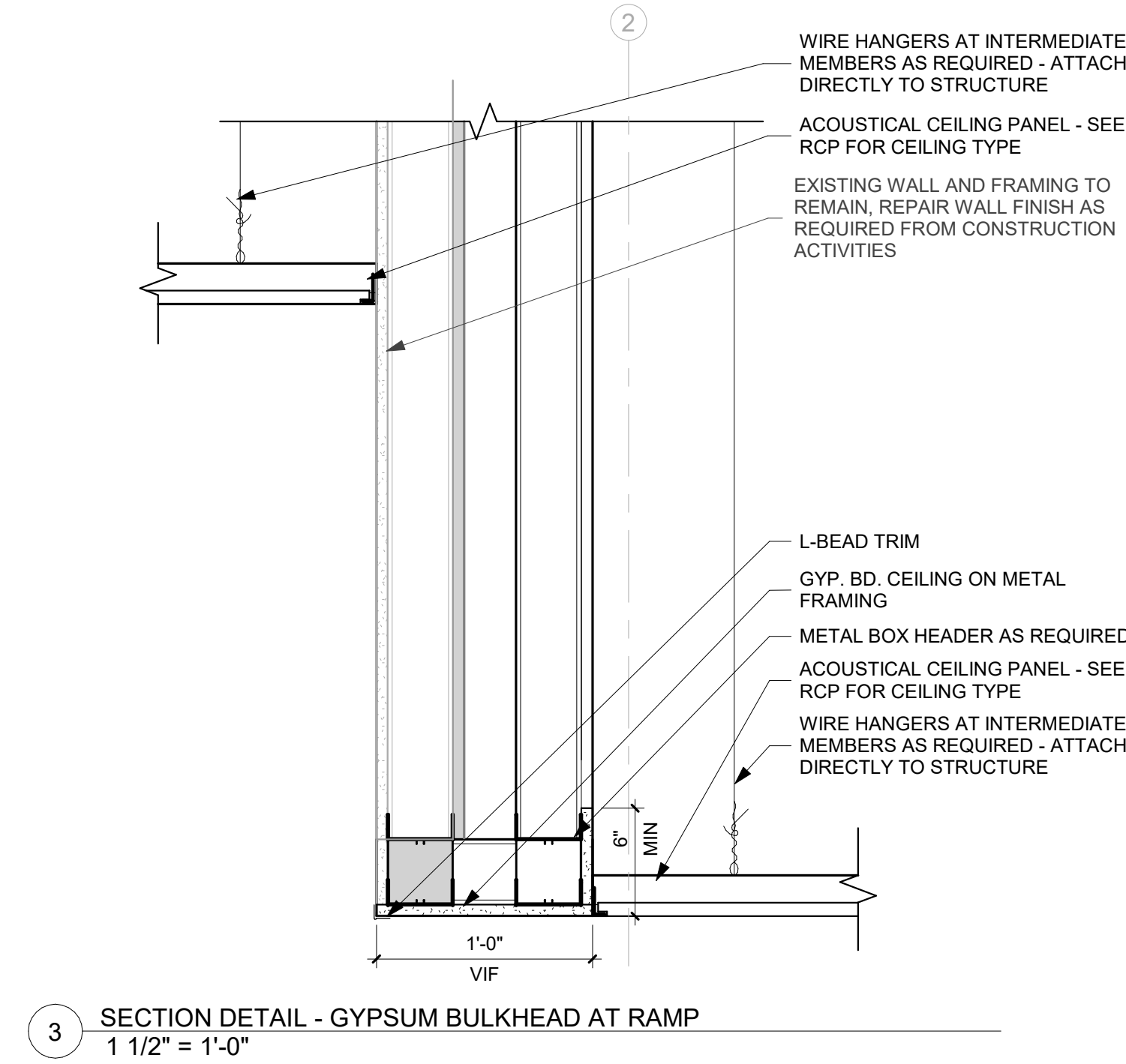
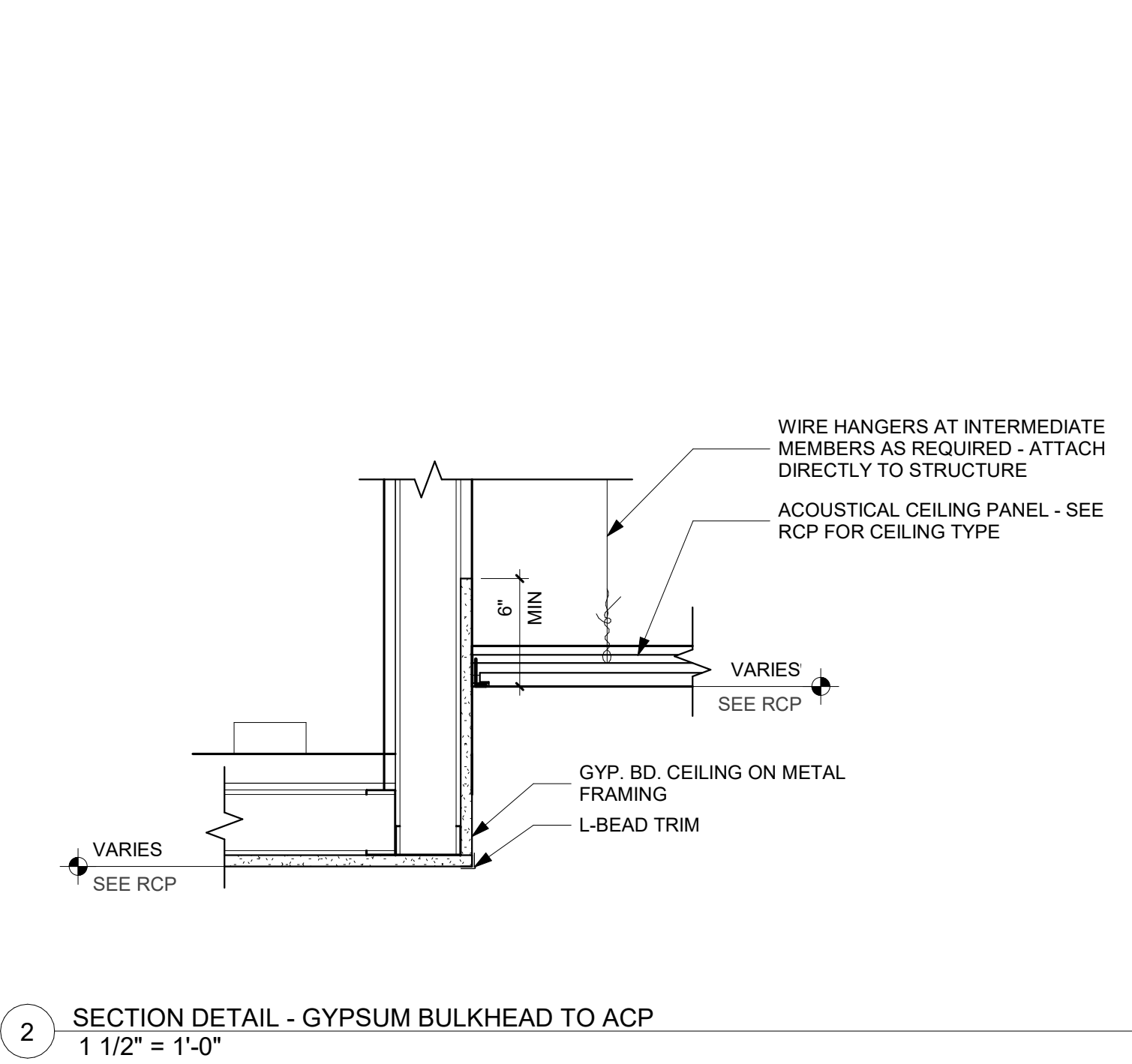
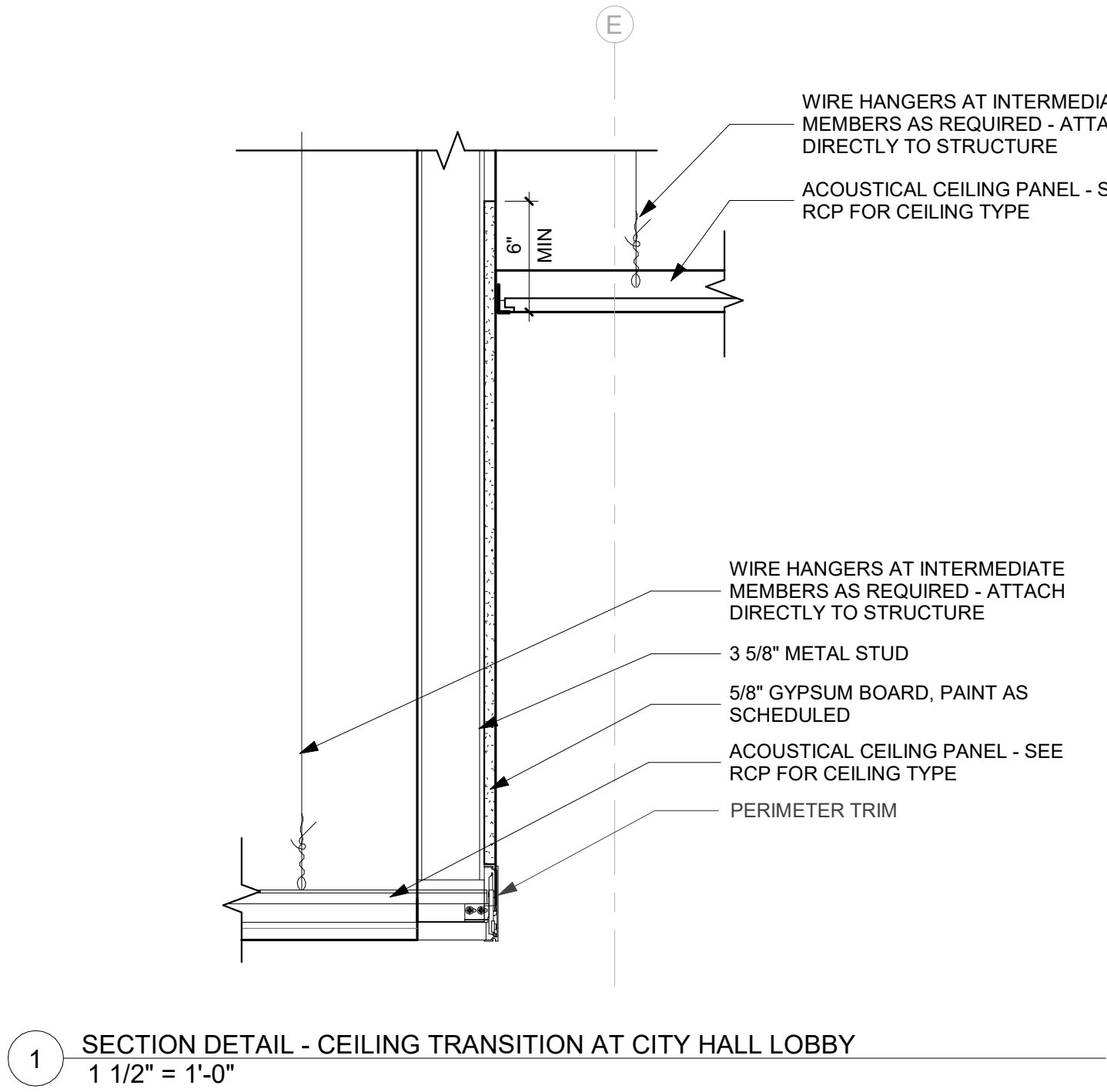
A1 BUILDING SECTION - NORTH/SOUTH
1/4" = 1'-0"

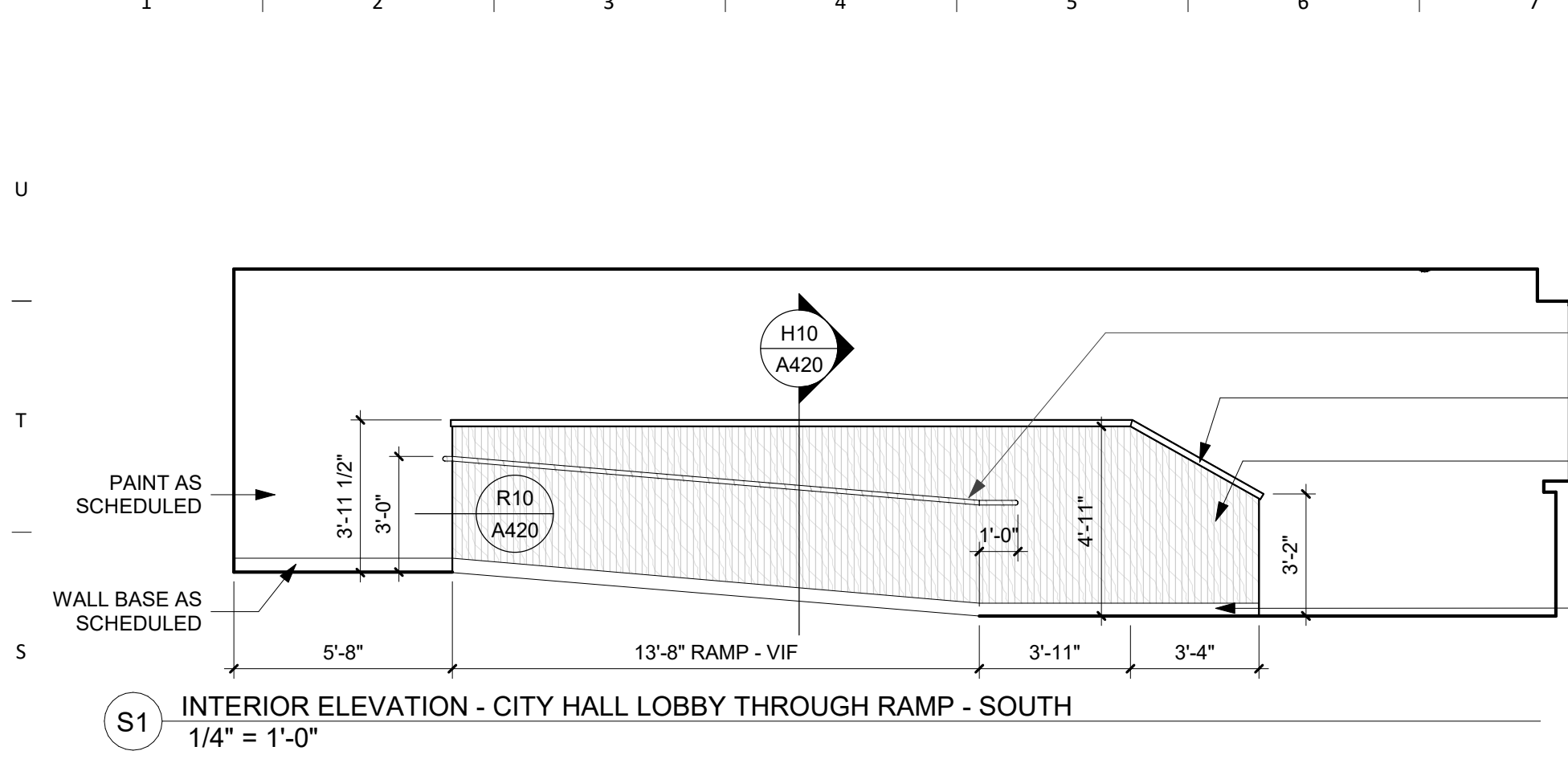
Key Plan:



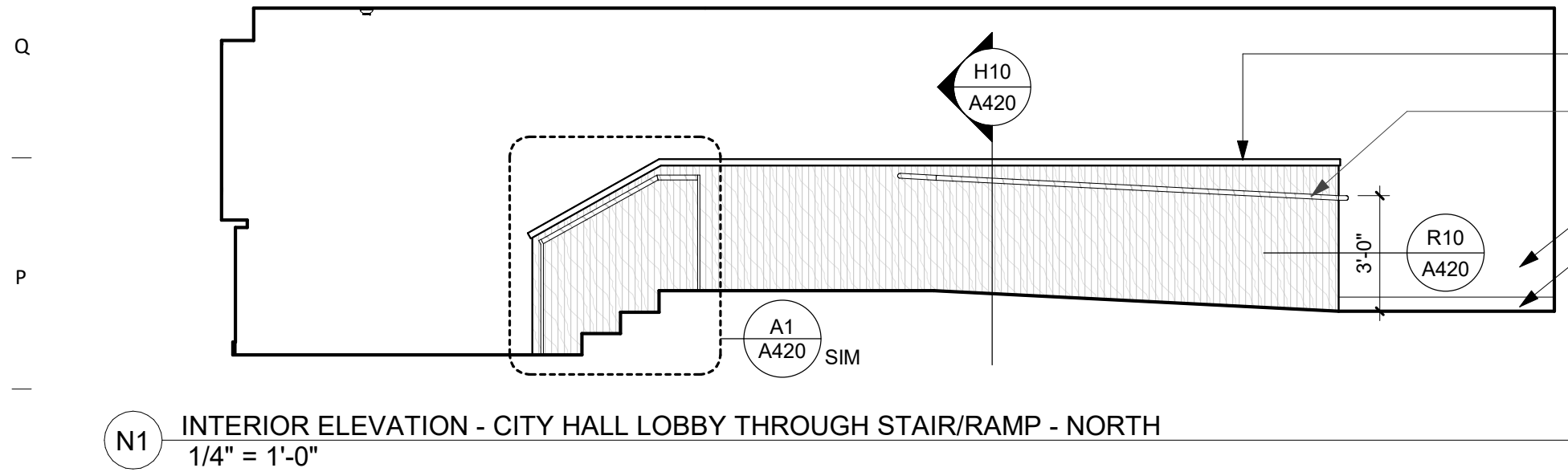
Revision Description Date



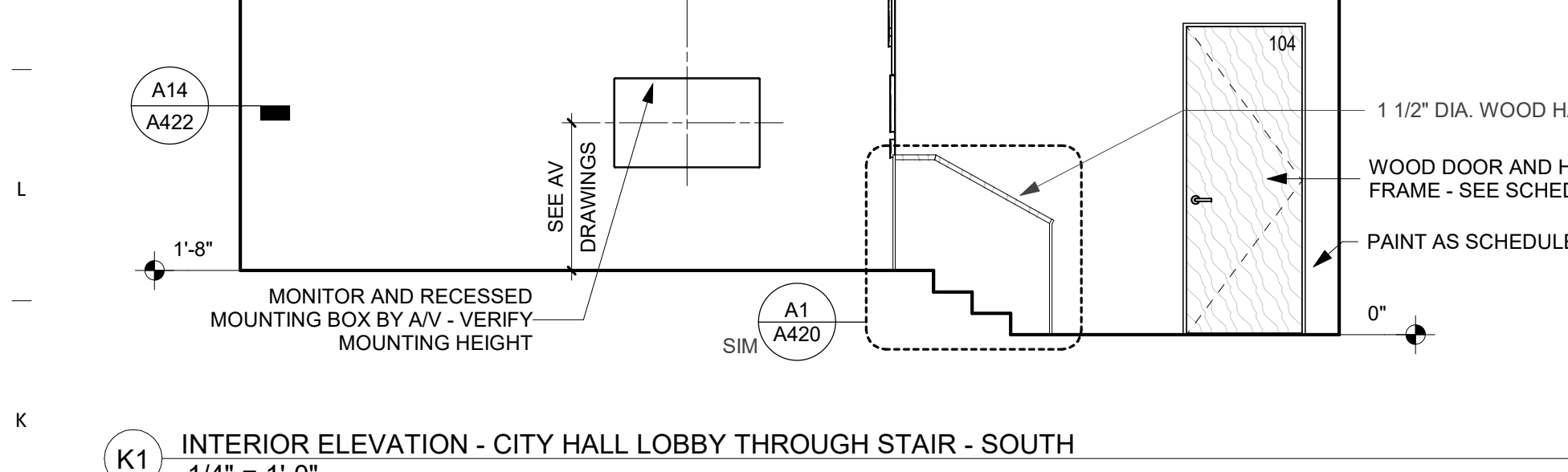




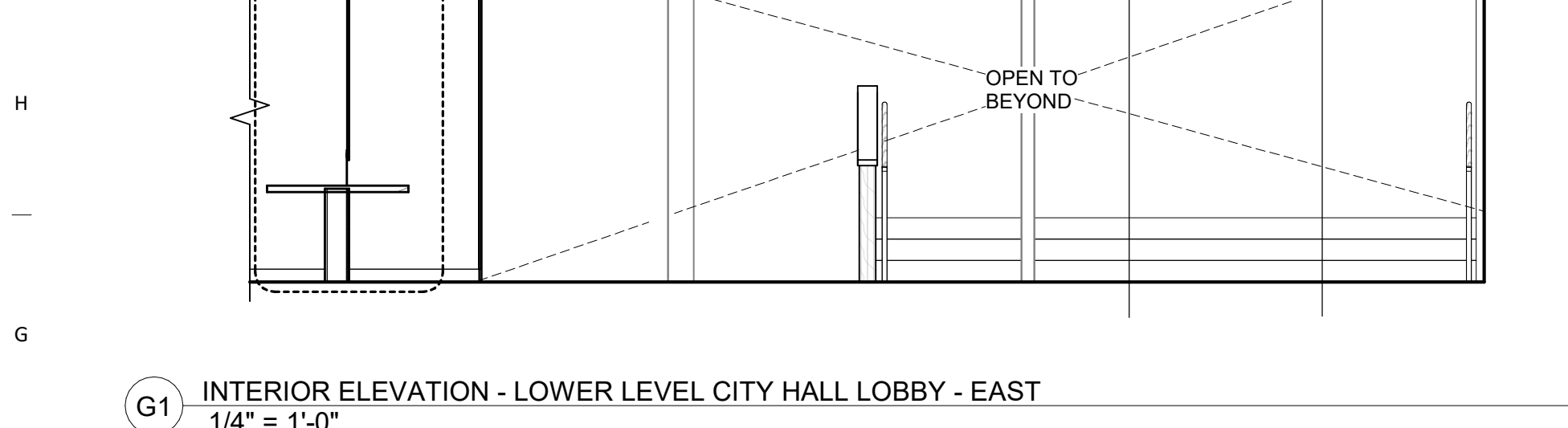
S1 INTERIOR ELEVATION - CITY HALL LOBBY THROUGH RAMP - SOUTH
1/4" = 1'-0"



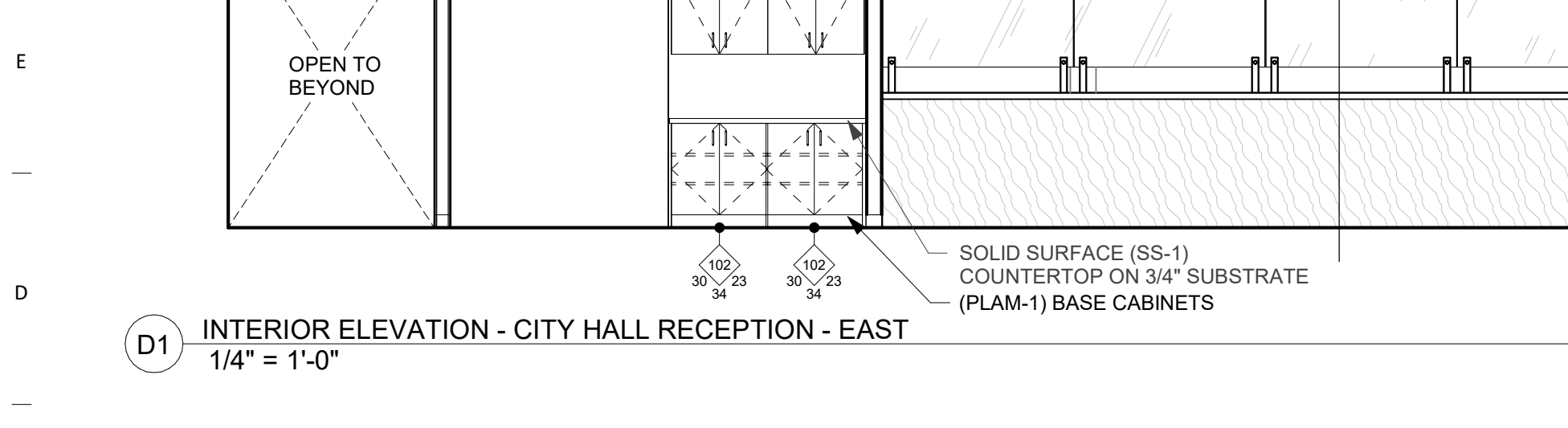
N1 INTERIOR ELEVATION - CITY HALL LOBBY THROUGH STAIR/RAMP - NORTH
1/4" = 1'-0"



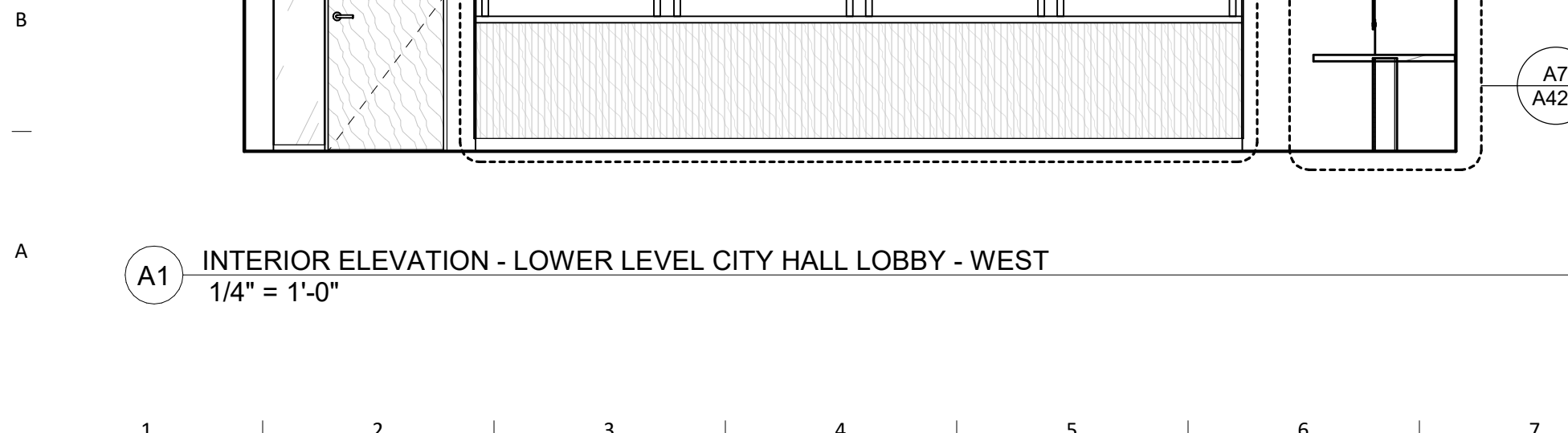
K1 INTERIOR ELEVATION - CITY HALL LOBBY THROUGH STAIR - SOUTH
1/4" = 1'-0"



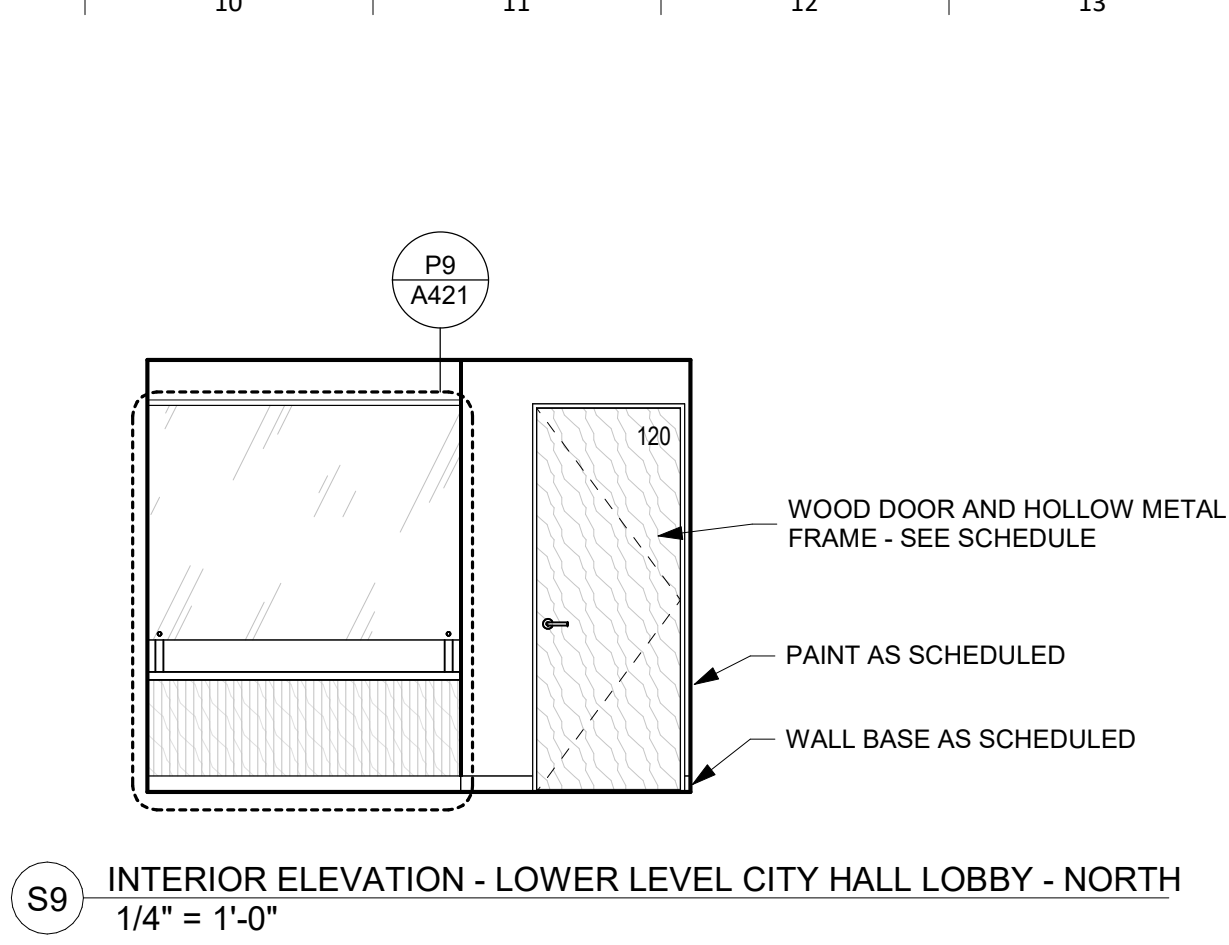
G1 INTERIOR ELEVATION - LOWER LEVEL CITY HALL LOBBY - EAST
1/4" = 1'-0"



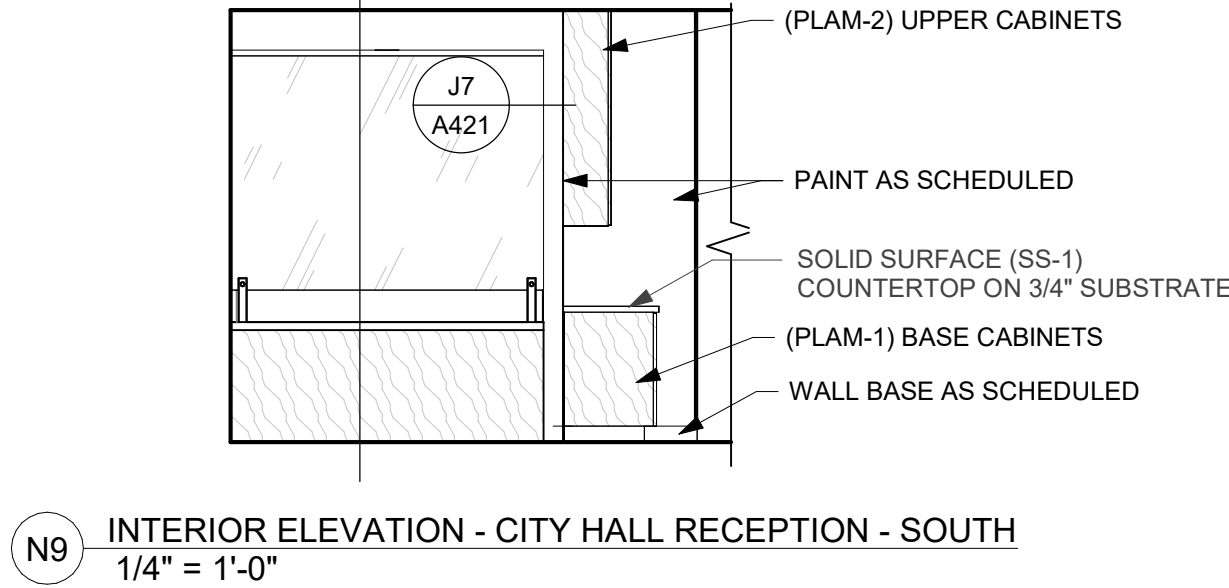
D1 INTERIOR ELEVATION - CITY HALL RECEPTION - EAST
1/4" = 1'-0"



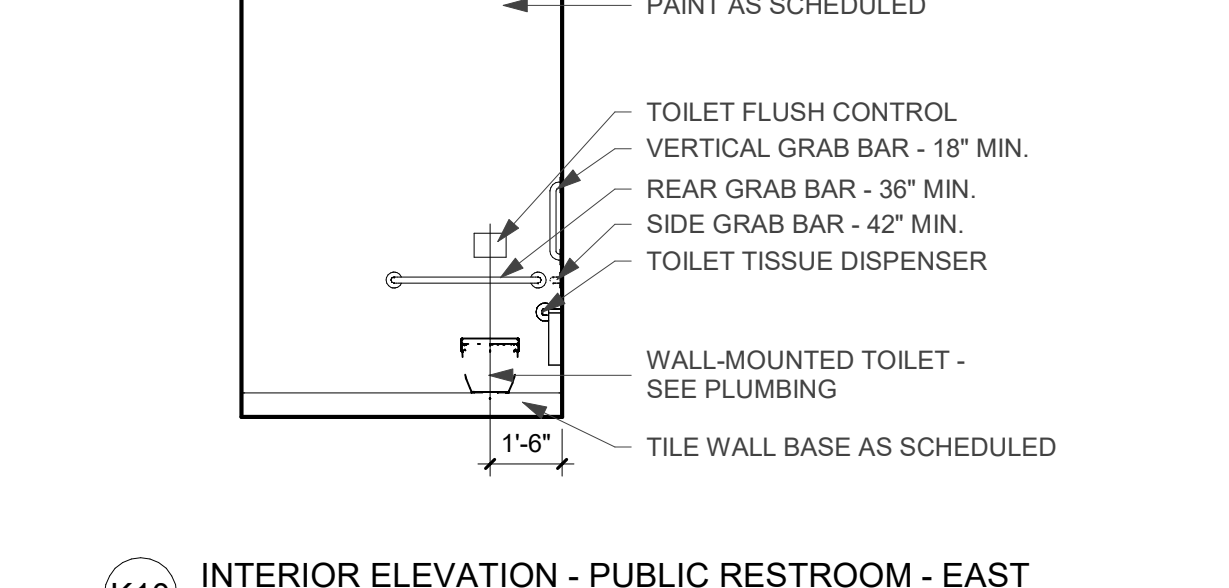
A1 INTERIOR ELEVATION - LOWER LEVEL CITY HALL LOBBY - WEST
1/4" = 1'-0"



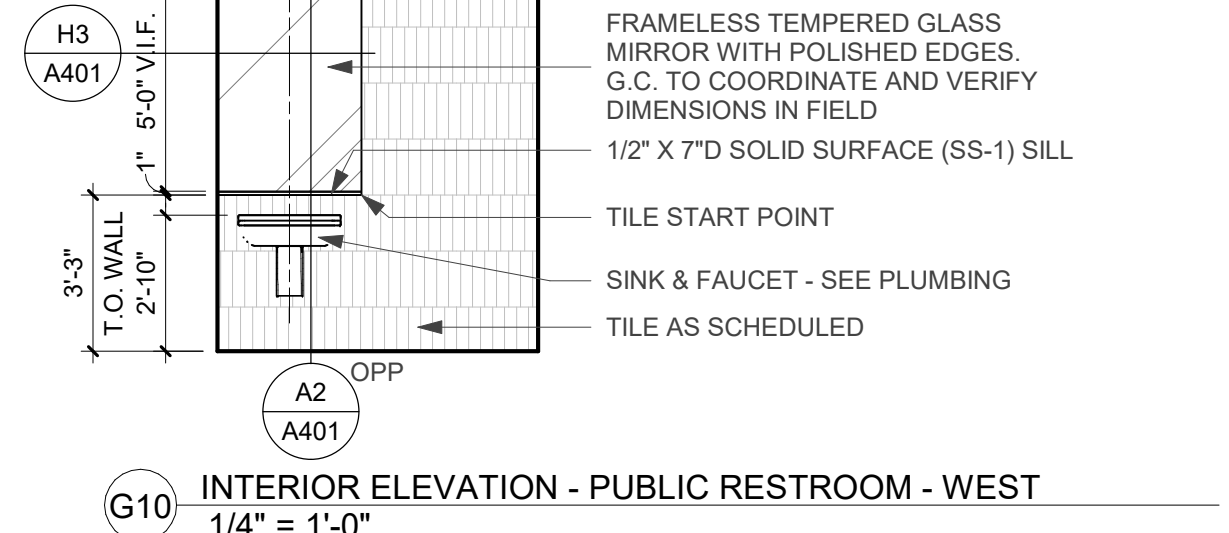
S9 INTERIOR ELEVATION - LOWER LEVEL CITY HALL LOBBY - NORTH
1/4" = 1'-0"



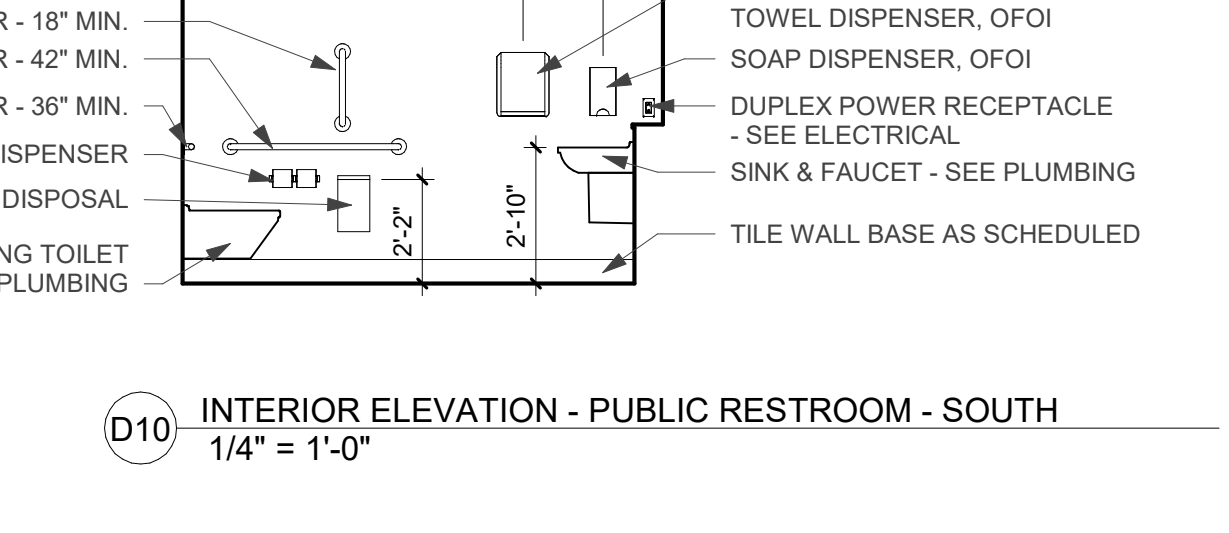
N9 INTERIOR ELEVATION - CITY HALL RECEPTION - SOUTH
1/4" = 1'-0"



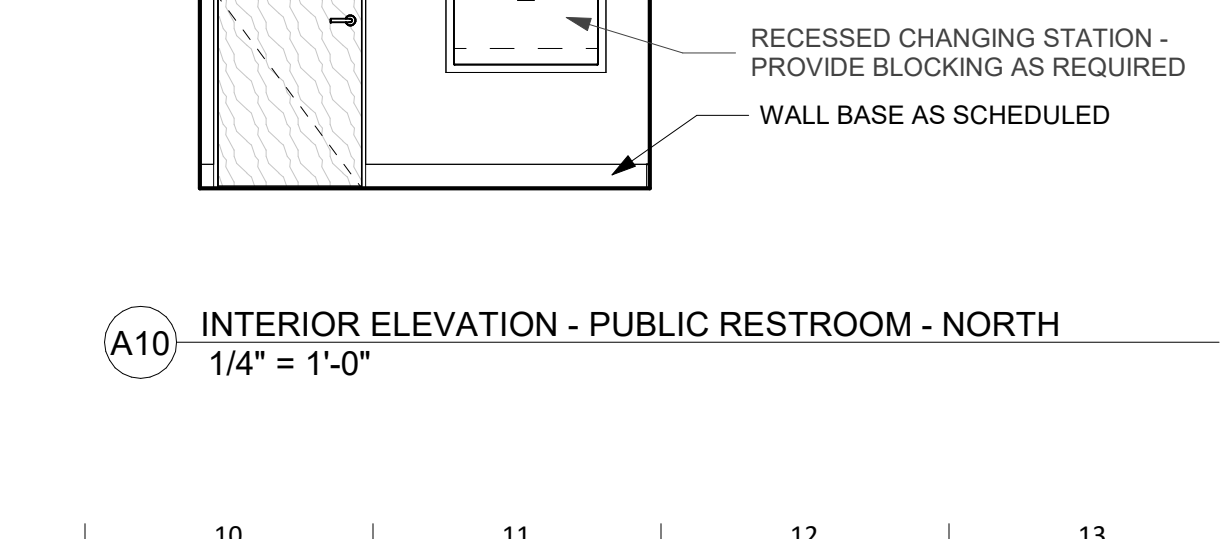
K10 INTERIOR ELEVATION - PUBLIC RESTROOM - EAST
1/4" = 1'-0"



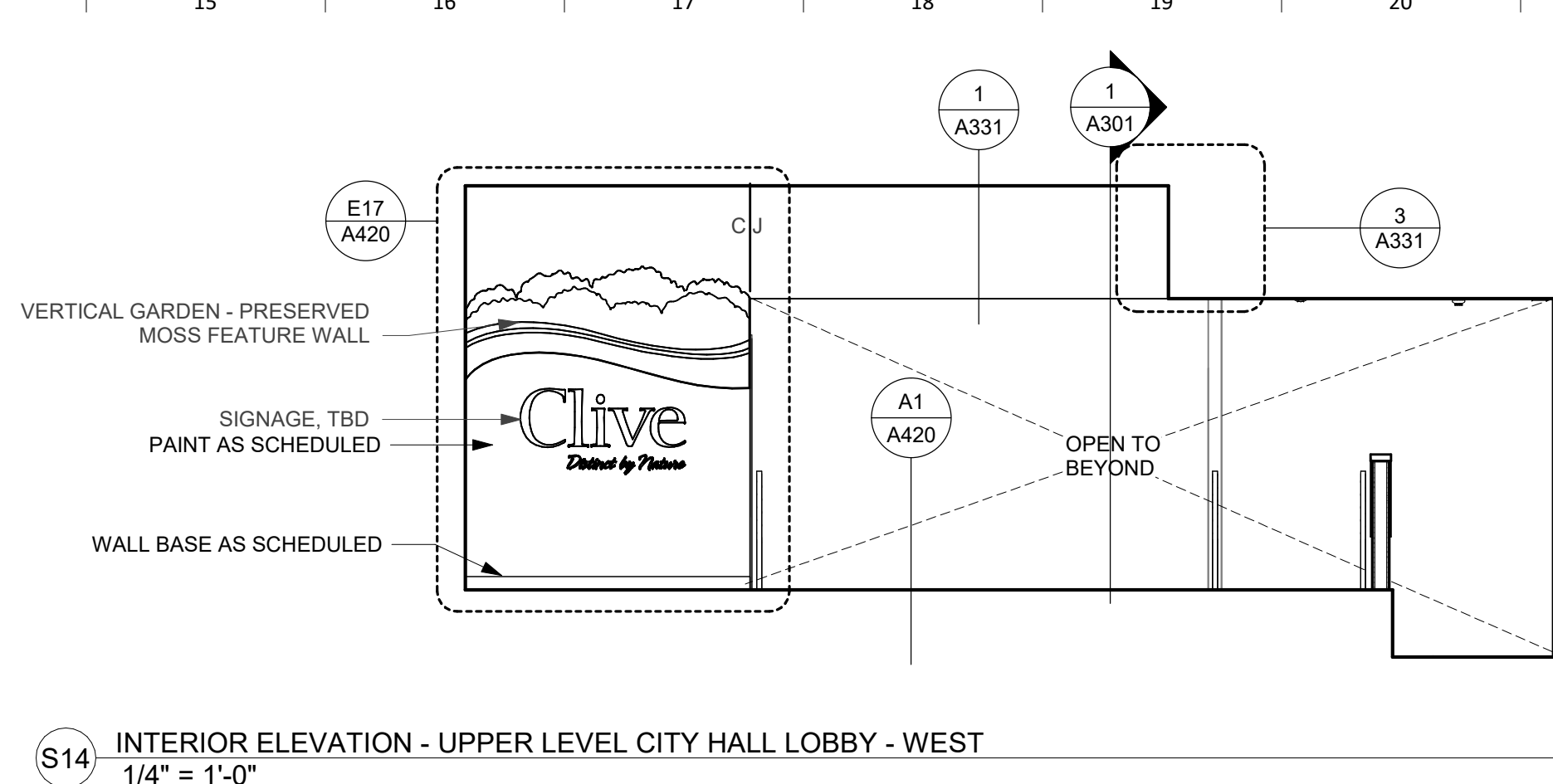
G10 INTERIOR ELEVATION - PUBLIC RESTROOM - WEST
1/4" = 1'-0"



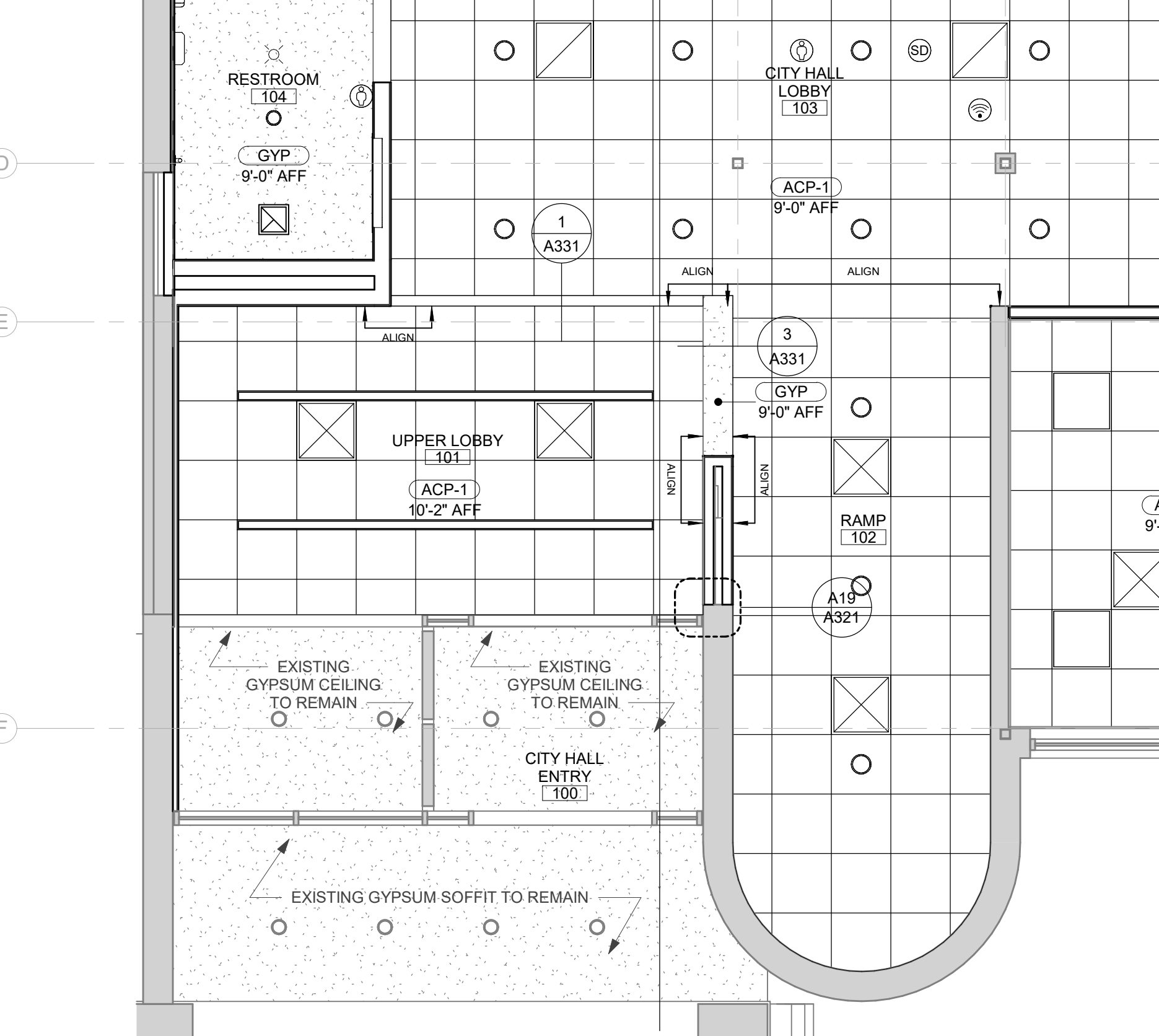
D10 INTERIOR ELEVATION - PUBLIC RESTROOM - SOUTH
1/4" = 1'-0"



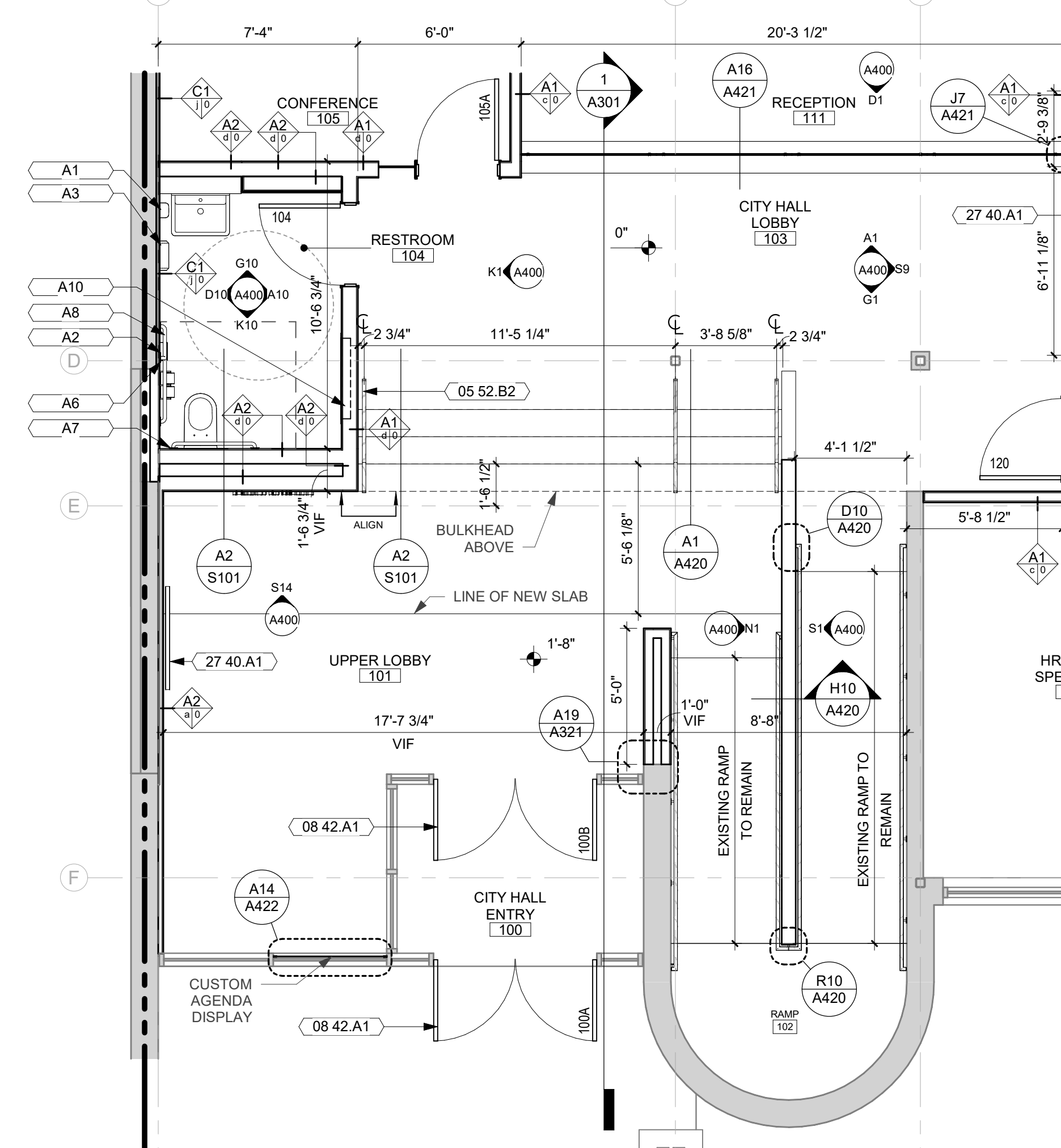
A10 INTERIOR ELEVATION - PUBLIC RESTROOM - NORTH
1/4" = 1'-0"



S14 INTERIOR ELEVATION - UPPER LEVEL CITY HALL LOBBY - WEST
1/4" = 1'-0"



J15 ENLARGED RCP - LOBBY AND PUBLIC RESTROOM
1/4" = 1'-0" Ref. K15/ A102



A15 ENLARGED FLOOR PLAN - LOBBY AND PUBLIC RESTROOM
1/4" = 1'-0" Ref. A15/ A102

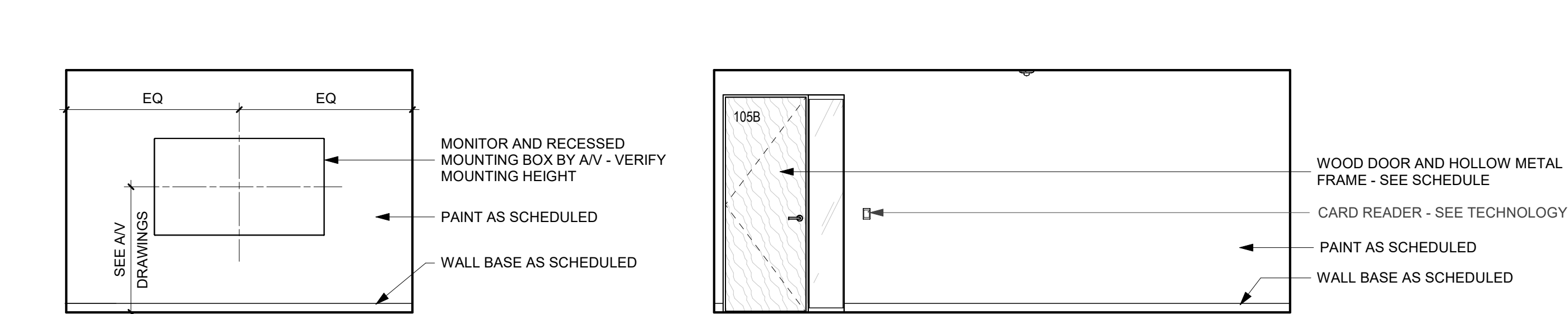
- GENERAL NOTES**
- DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR UNLESS NOTED OTHERWISE.
 - FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS - TYPICAL FOR ALL DRAWINGS.
 - IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS.
 - ALL PENETRATIONS IN FIRE RATED FLOORS AND WALLS MUST BE SEALED WITH APPROPRIATE FIRESTOPPING SYSTEM.
 - PATCH AND REPAIR EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION.
 - ALL WALLS A1.C.0 UNLESS OTHERWISE NOTED.
 - PROVIDE FIRE TREATED WOOD BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES - AS REQUIRED.

- GENERAL NOTES**
- CEILING ARE TYPE A AND INSTALLED TO MATCH EXISTING ELEVATION (8'-2") UNLESS NOTED OTHERWISE.
 - CEILING MOUNTED FIXTURES, SPRINKLERS AND EQUIPMENT SHALL BE CENTERED IN CEILING PANELS OR GYPSUM BOARD SOFFITS AND EQUALLY SPACED UNLESS NOTED OTHERWISE.
 - CENTER CEILING GRID IN ROOMS AS SHOWN UNLESS NOTED OTHERWISE.
 - CONCEALED SPRINKLER HEAD COVERS SHALL BE PAINTED BY MANUFACTURER TO MATCH ADJACENT SOFFIT/ACOP UNLESS NOTED OTHERWISE.
 - COORDINATE LOCATIONS OF EXIT LIGHTS AND EMERGENCY LIGHTS SHOWN ON ARCHITECTURAL DRAWINGS. IN THE EVENT OF A DISCREPANCY, VERIFY WITH ARCHITECT PRIOR TO INSTALLATION.
 - CEILING FIXTURE DIMENSIONS ARE TAKEN FROM CENTERLINE OF FIXTURE UNLESS NOTED OTHERWISE.
 - REFER TO ARCHITECTURAL DRAWINGS (ELEVATIONS & REFLECTED CEILING PLANS) FOR ALL MECHANICAL AND ELECTRICAL DEVICE AND FIXTURE LOCATIONS & MOUNTING HEIGHTS. IF NOT CLEARLY SPECIFIED, CONTACT ARCHITECT FOR FURTHER CLARIFICATION. MECHANICAL & ELECTRICAL DRAWINGS ARE FOR FIXTURE TYPE REFERENCE ONLY.
 - PAINT ALL EXPOSED STRUCTURE, DECK, DUCTWORK, CONDUIT, ETC. IN AREAS NOTED TO BE OPEN TO STRUCTURE UNLESS NOTED OTHERWISE. PAINTING OF EXPOSED STRUCTURE TO BE DONE AFTER ALL UTILITIES ARE INSTALLED.

- KEYNOTE LEGEND**
- | | |
|----------|---|
| 05 52 B2 | 1-1/2" DIA. STAINLESS STEEL PIPE HANDRAIL |
| 06 41 A3 | (PLAM-2) UPPER CABINETS |
| 06 41 B1 | (PLAM-1) BASE CABINETS |
| 06 42 A1 | TAMBOUR WOOD VENEER PANEL (WD-2) |
| 06 61 C7 | 1/2" SOLID SURFACE (SS-1) CAP W/ EASED EDGES AND MITERED CORNERS |
| 07 62 D2 | 1/4" THICK PREFINISHED METAL TOE KICK - BLACK |
| 08 14 A1 | WOOD DOOR AND HOLLOW METAL FRAME - SEE SCHEDULE |
| 08 42 A1 | NEW ALUMINUM DOOR AND OPERATOR TO MATCH EXISTING |
| 09 70 A1 | WALL BASE AS SCHEDULED |
| 09 91 B1 | PAINT AS SCHEDULED |
| 27 40 A1 | MONITOR AND RECESSED MOUNTING BOX BY A/V - VERIFY MOUNTING HEIGHT |

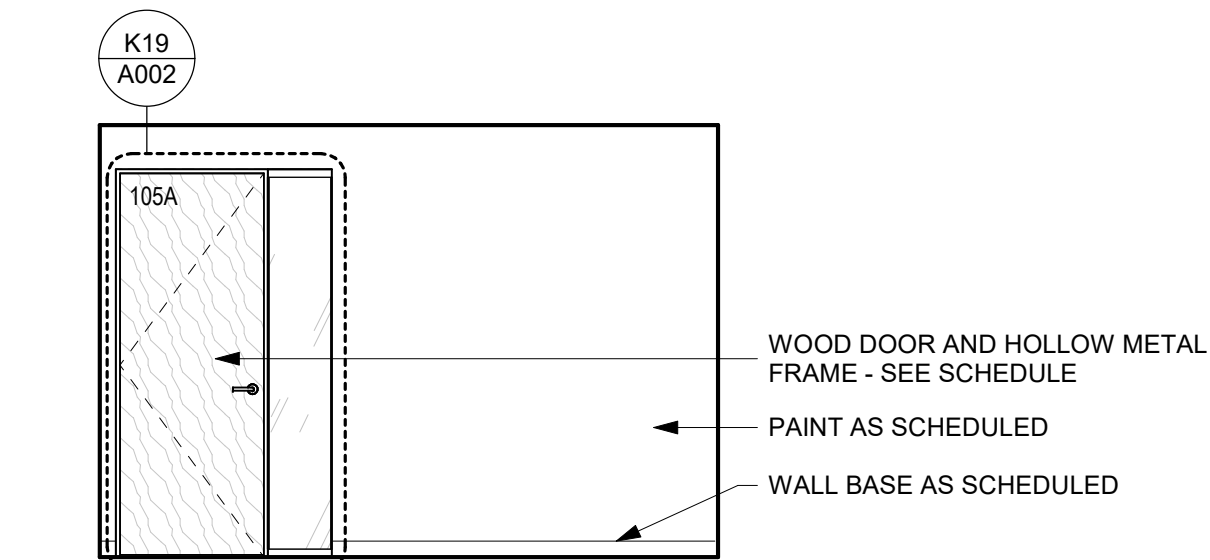
- RESTROOM KEYNOTE LEGEND**
- | | |
|-----|---|
| A1 | SOAP DISPENSER, OFOI |
| A2 | SANITARY NAPKIN DISPOSAL, CFCI |
| A3 | SURFACE MOUNTED PAPER TOWEL DISPENSER, OFOI |
| A6 | VERTICAL GRAB BAR - 18" MIN. |
| A7 | REAR GRAB BAR - 36" MIN. |
| A8 | SIDE GRAB BAR - 42" MIN. |
| A10 | FULLY RECESSED BABY CHANGING STATION, CFCI |

- CEILING LEGEND**
- DASHED LINE DENOTES LOCATIONS OF ACOUSTIC PARTITIONS TO RECEIVE ACOUSTICAL BAT.
- INSULATION AND SOUND SEALANT AT PERIMETER AND PENETRATIONS. REFER TO FLOOR PLANS FOR WALL TYPES.
- | | |
|--|---------------------------------|
| | ACCESS PANEL |
| | RECTANGULAR FIXTURE |
| | LINEAR FIXTURE |
| | DOWN LIGHTS |
| | LINEAR PENDANT |
| | DOWN LIGHT PENDANTS |
| | UTILITY LIGHTS |
| | CEILING & WALL MOUNT EXIT SIGNS |
| | HVAC SUPPLY DIFFUSER |
| | HVAC RETURN DIFFUSER |
| | HVAC EXHAUST DIFFUSER |
| | HVAC SLOT DIFFUSER |
| | HVAC ROUND DIFFUSER |
| | PROJECTOR |
| | PROJECTOR SCREEN |
| | OCCUPANCY SENSOR |
| | SPEAKER |
| | MICROPHONE |
| | WIRELESS ACCESS POINT |
| | CEILING & WALL MOUNT CLOCK |
| | SMOKE DETECTOR |
| | CEILING & WALL MOUNT CAMERA |
| | DATA & POWER |
| | SPRINKLER |

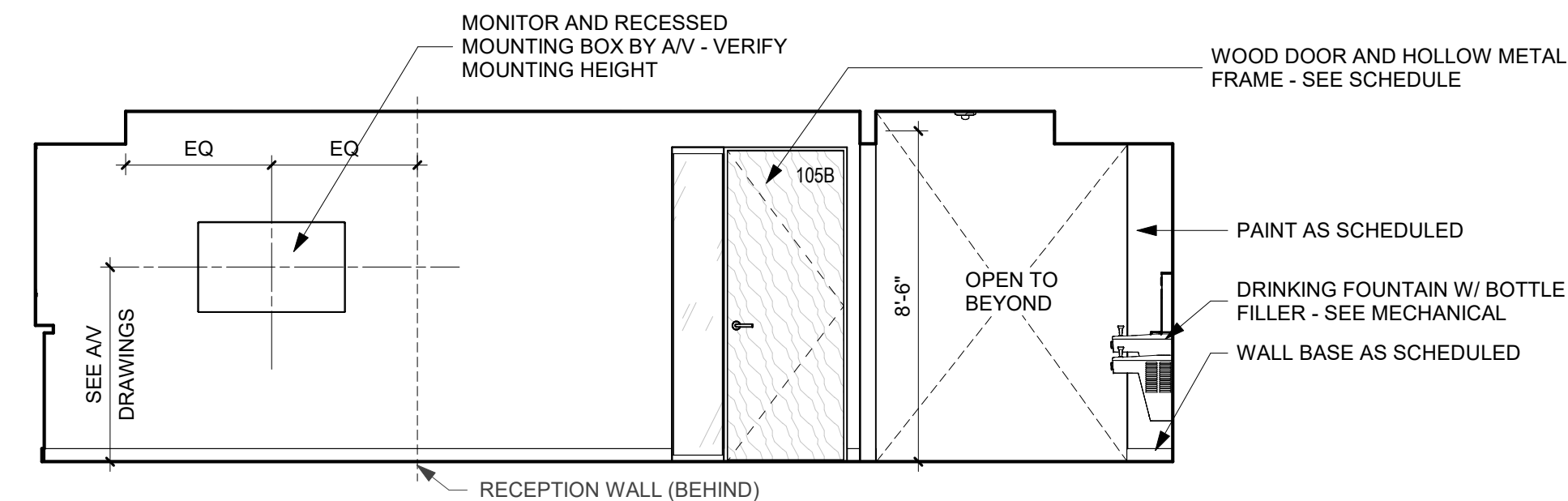


R1 INTERIOR ELEVATION - CONFERENCE 105 - WEST
1/4" = 1'-0"

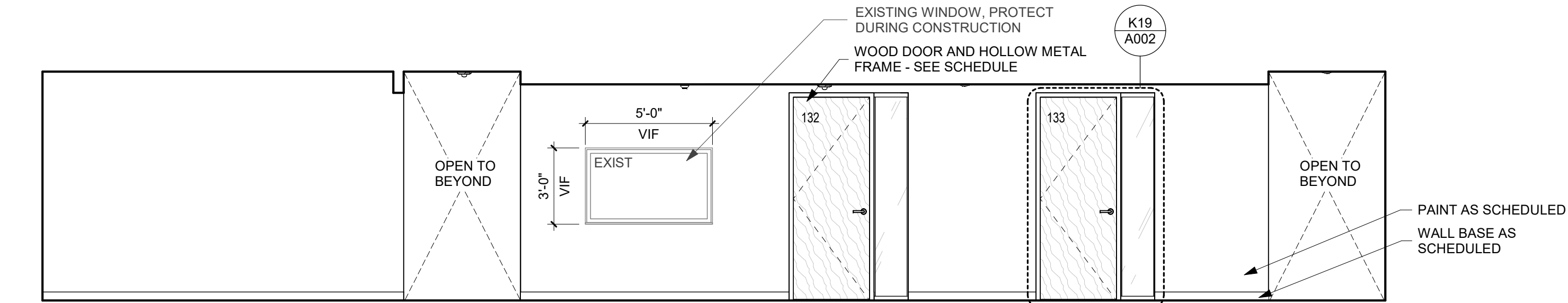
R5 INTERIOR ELEVATION - CONFERENCE 105 - NORTH
1/4" = 1'-0"



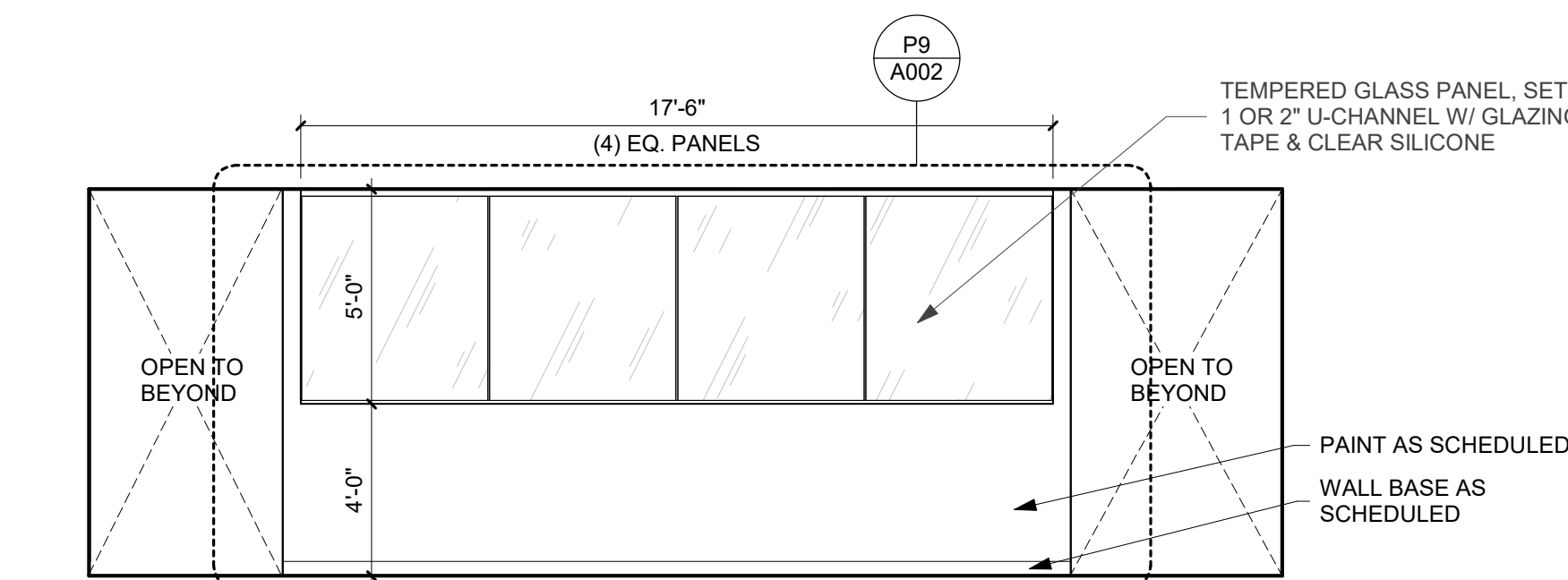
R11 INTERIOR ELEVATION - CONFERENCE 105 - EAST
1/4" = 1'-0"



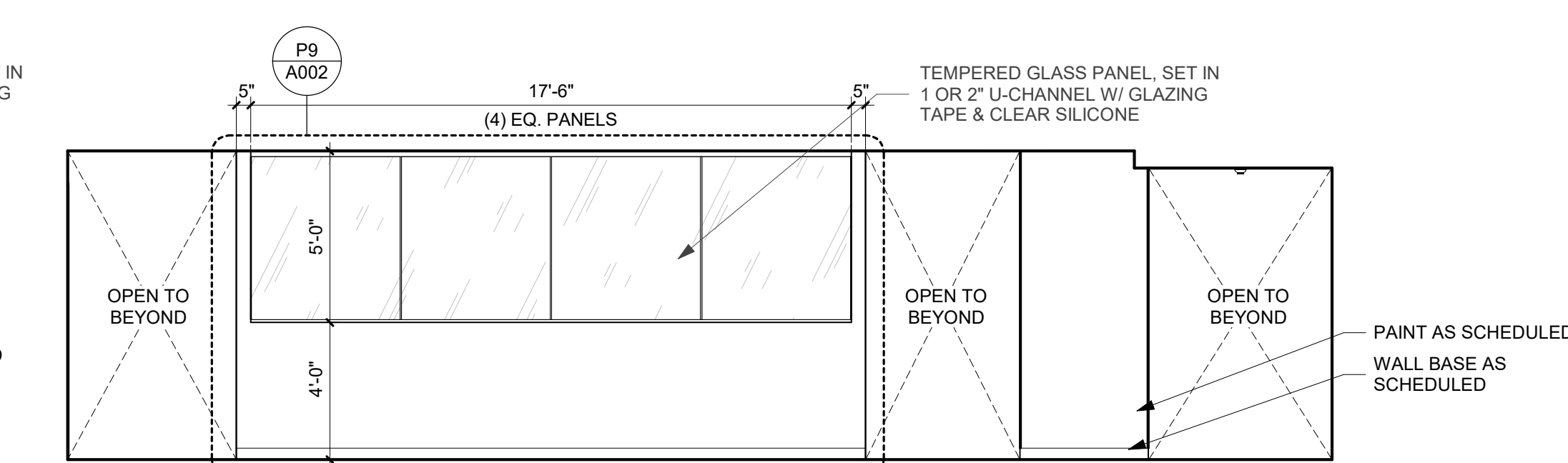
N1 INTERIOR ELEVATION - UTILITY BILLING/CITY HALL RECEPTION - SOUTH
1/4" = 1'-0"



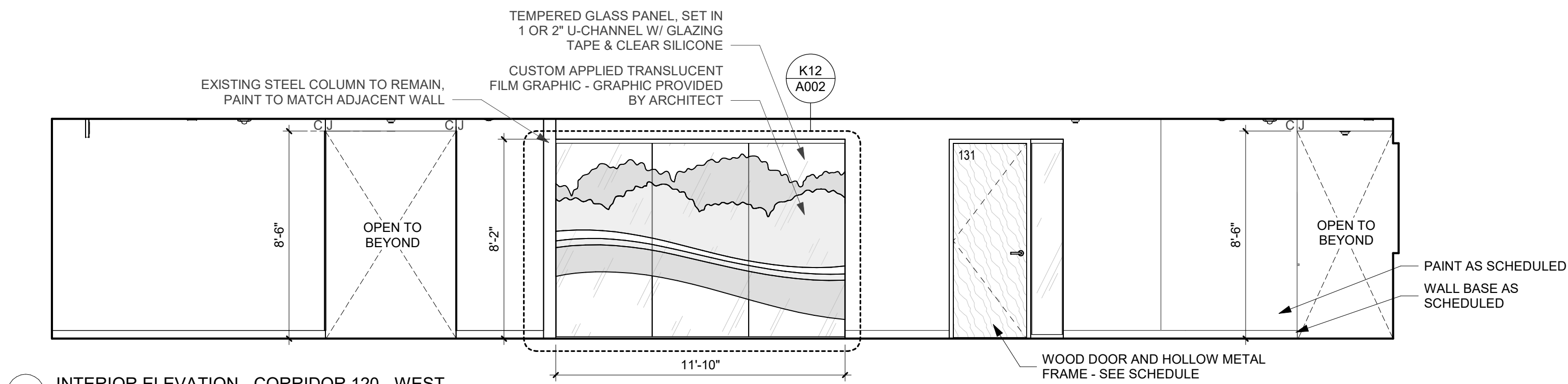
K1 INTERIOR ELEVATION - CORRIDOR 130 - SOUTH
1/4" = 1'-0"



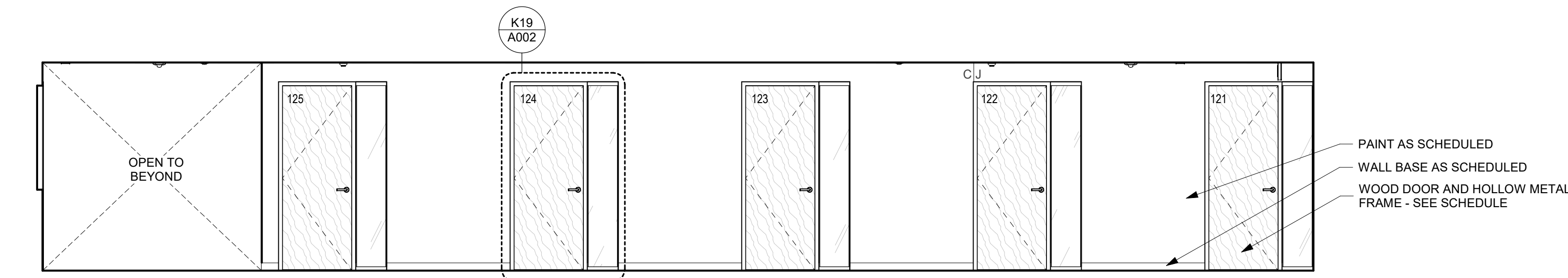
K12 INTERIOR ELEVATION - UTILITY BILLING - EAST
1/4" = 1'-0"



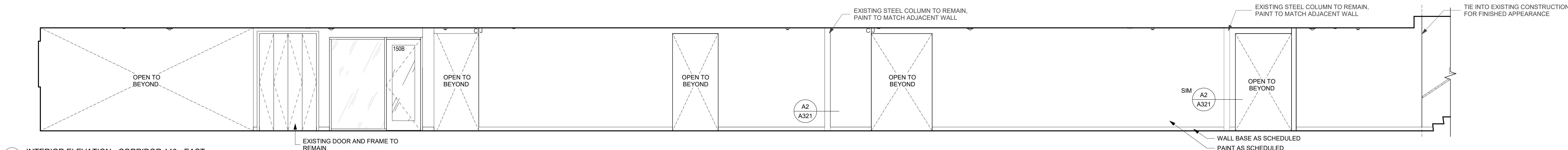
K18 INTERIOR ELEVATION - CITY HALL RECEPTION - WEST
1/4" = 1'-0"



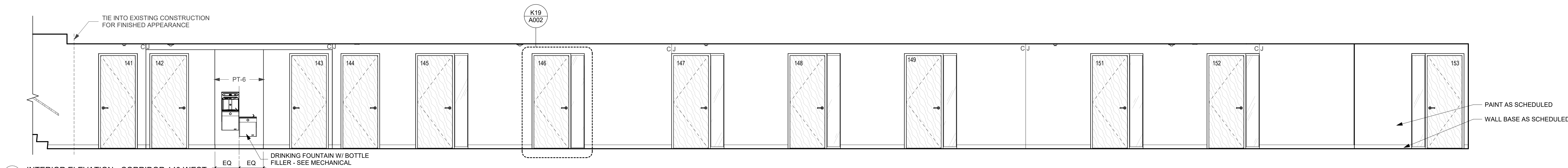
G1 INTERIOR ELEVATION - CORRIDOR 120 - WEST
1/4" = 1'-0"



G13 INTERIOR ELEVATION - CORRIDOR 120 - EAST
1/4" = 1'-0"

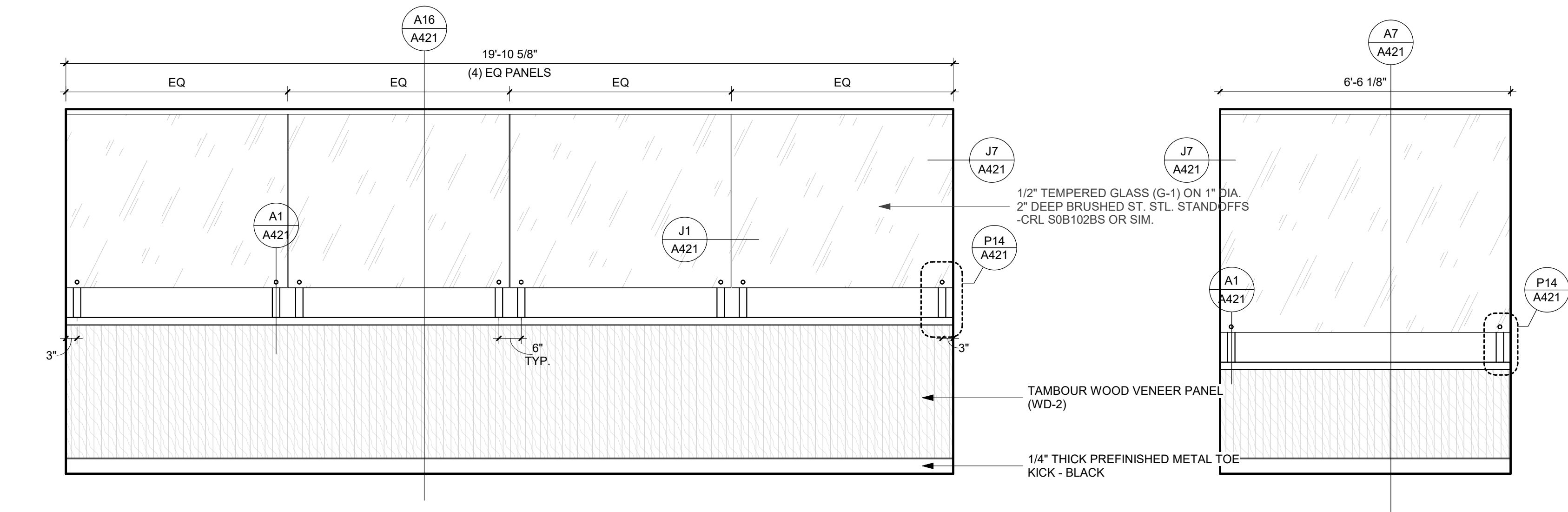


D1 INTERIOR ELEVATION - CORRIDOR 140 - EAST
1/4" = 1'-0"



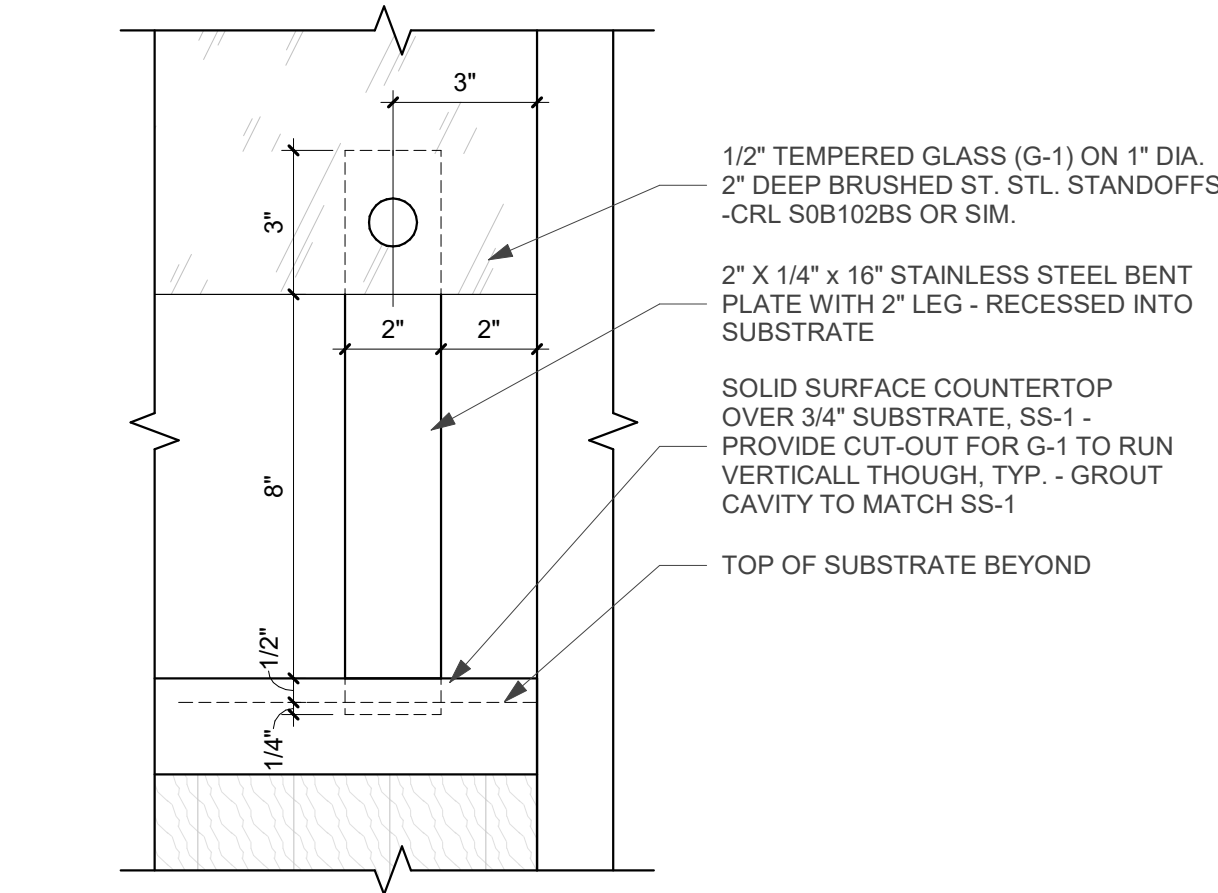
A1 INTERIOR ELEVATION - CORRIDOR 140 WEST
1/4" = 1'-0"

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A

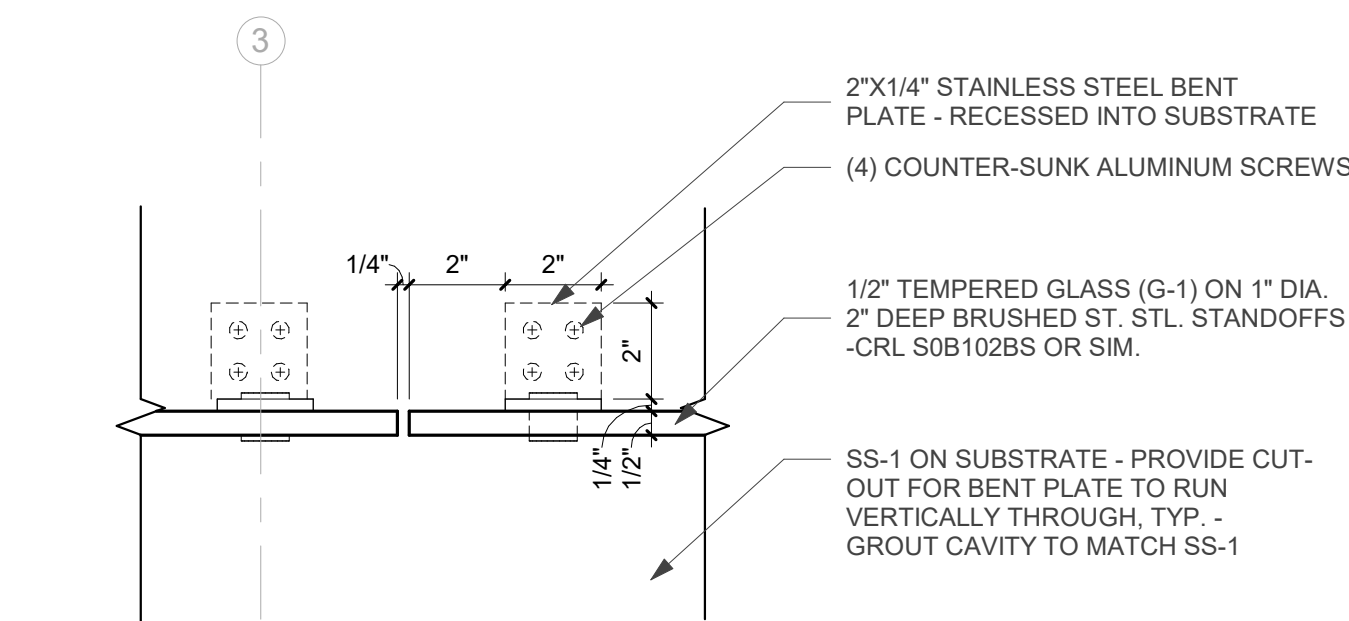


P1 INTERIOR ELEVATION - TRANSACTION COUNTER
1/2" = 1'-0"

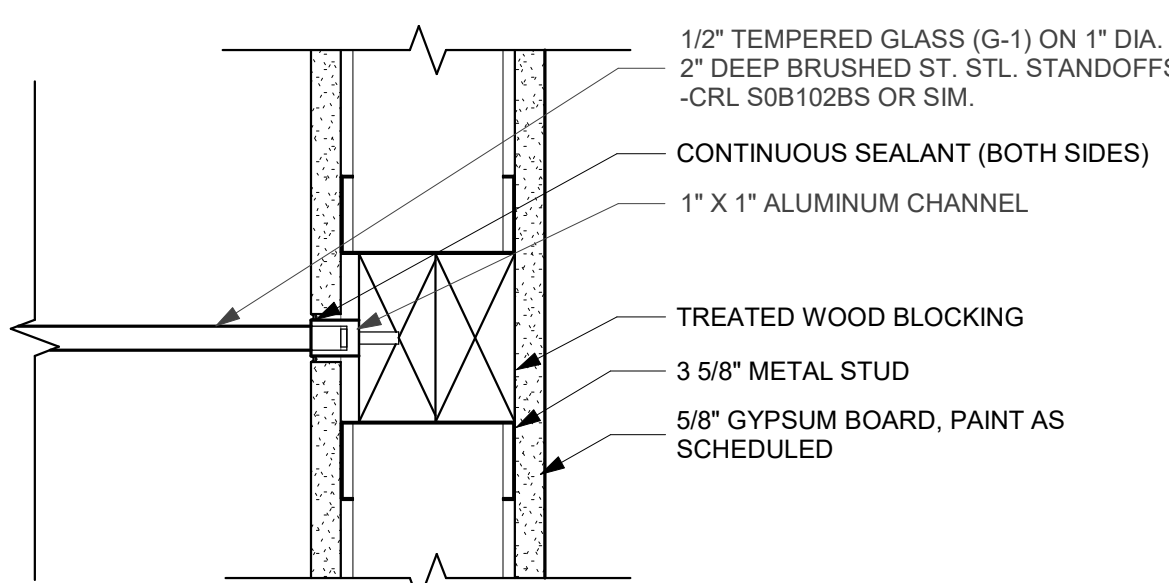
P9 INTERIOR ELEVATION - ADA TRANSACTION COUNTER
1/2" = 1'-0"



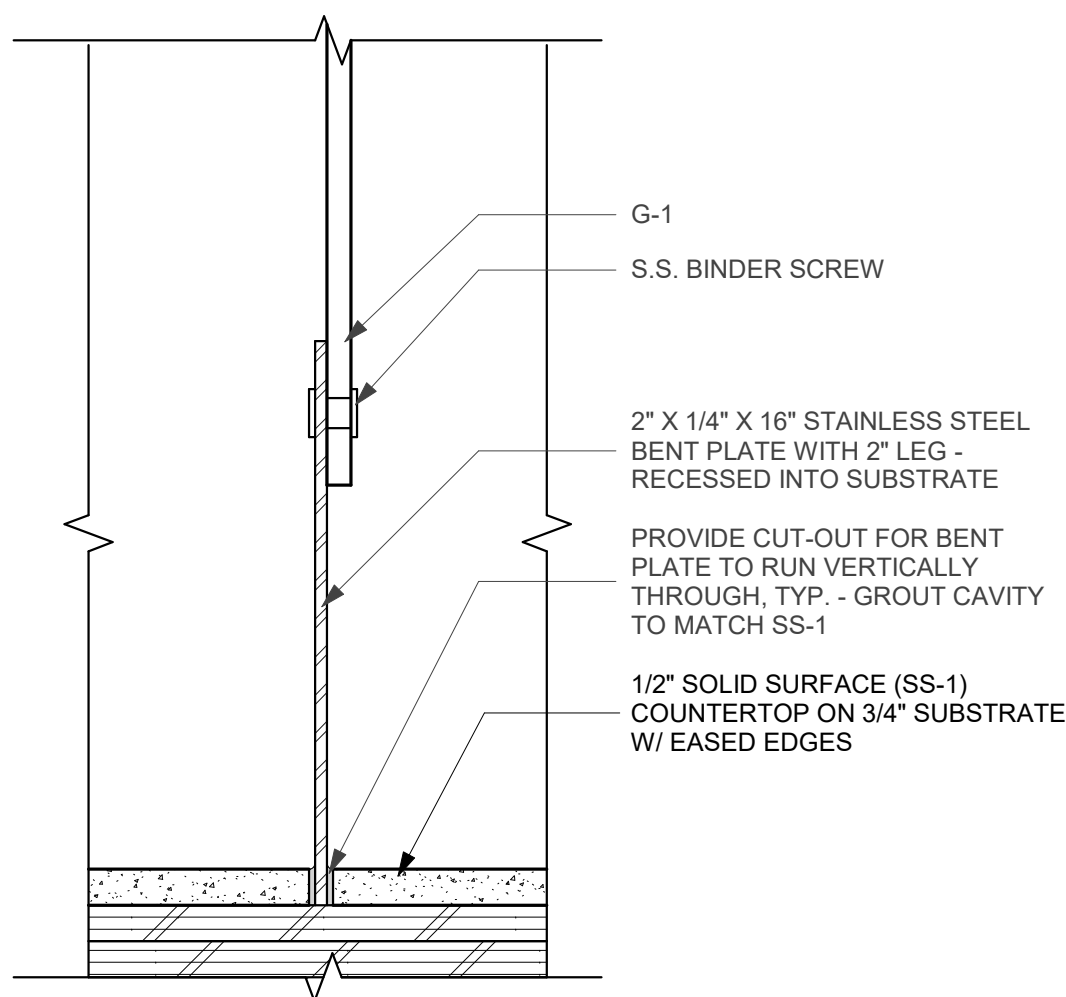
P14 ENLARGED ELEVATION - TRANSACTION COUNTER GLAZING SUPPORT
3" = 1'-0"



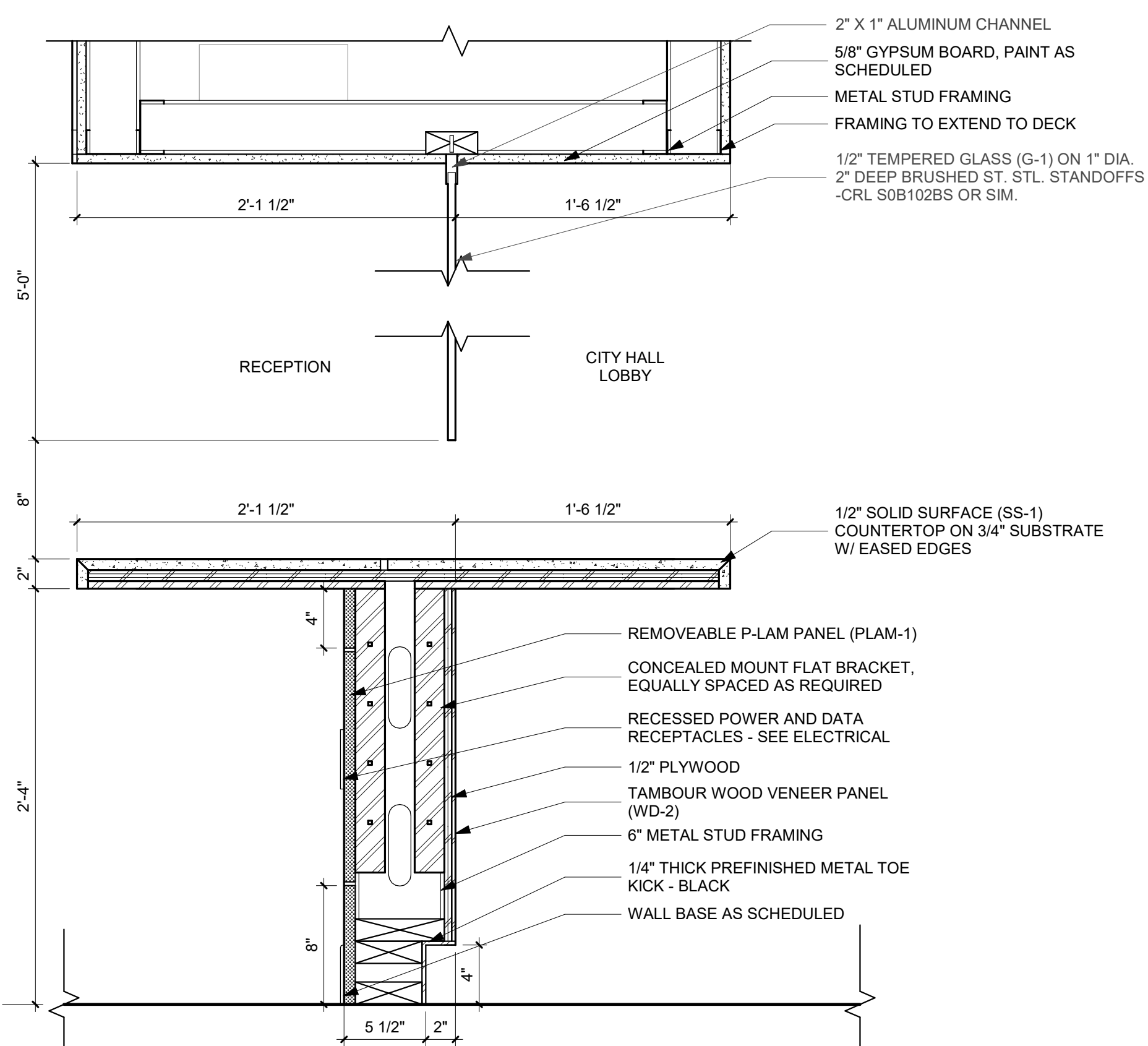
J1 PLAN DETAIL - BENT PLATE GLASS SUPPORT
3" = 1'-0"



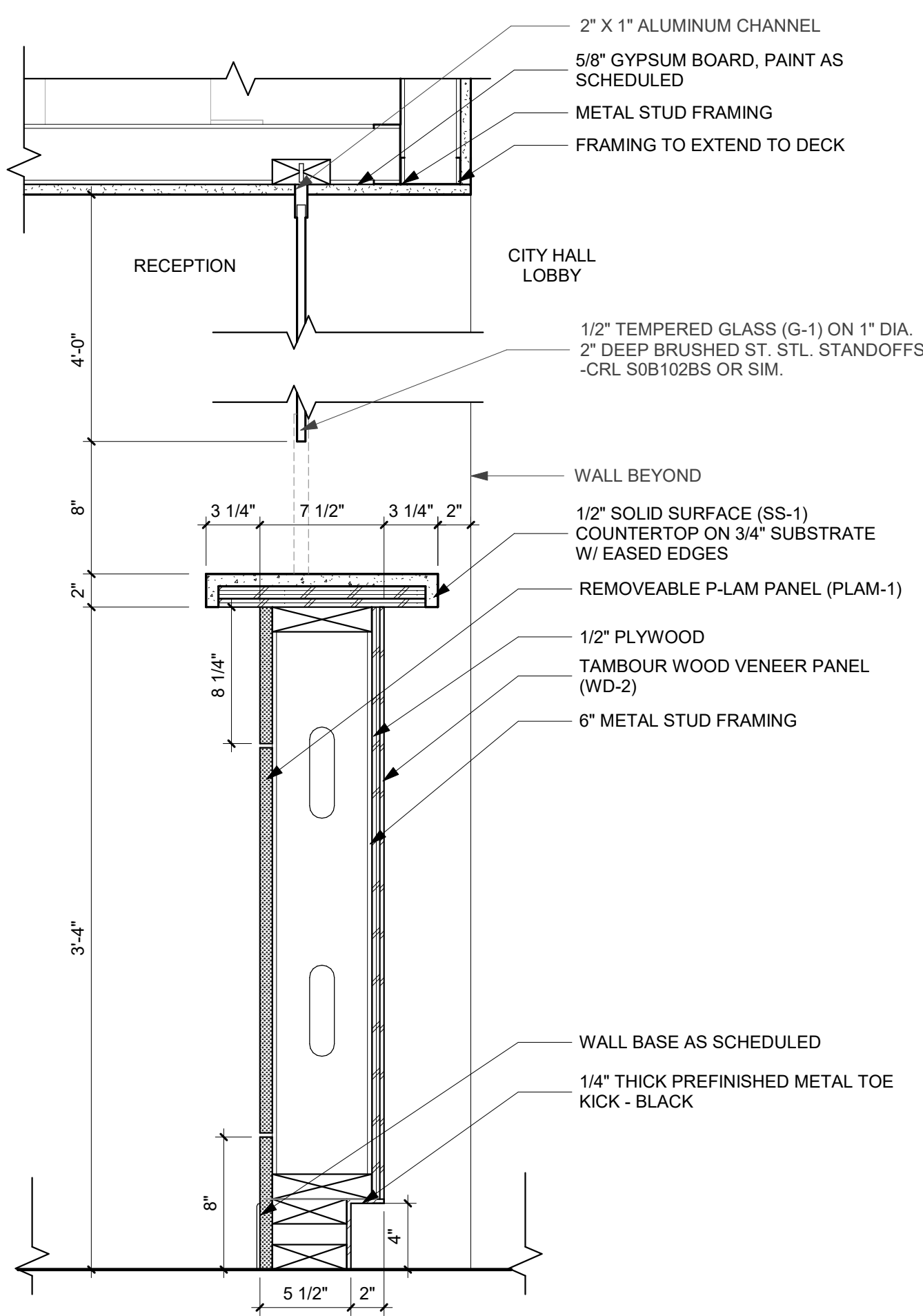
J7 PLAN DETAIL - TRANSACTION COUNTER GLAZING TO WALL
3" = 1'-0"



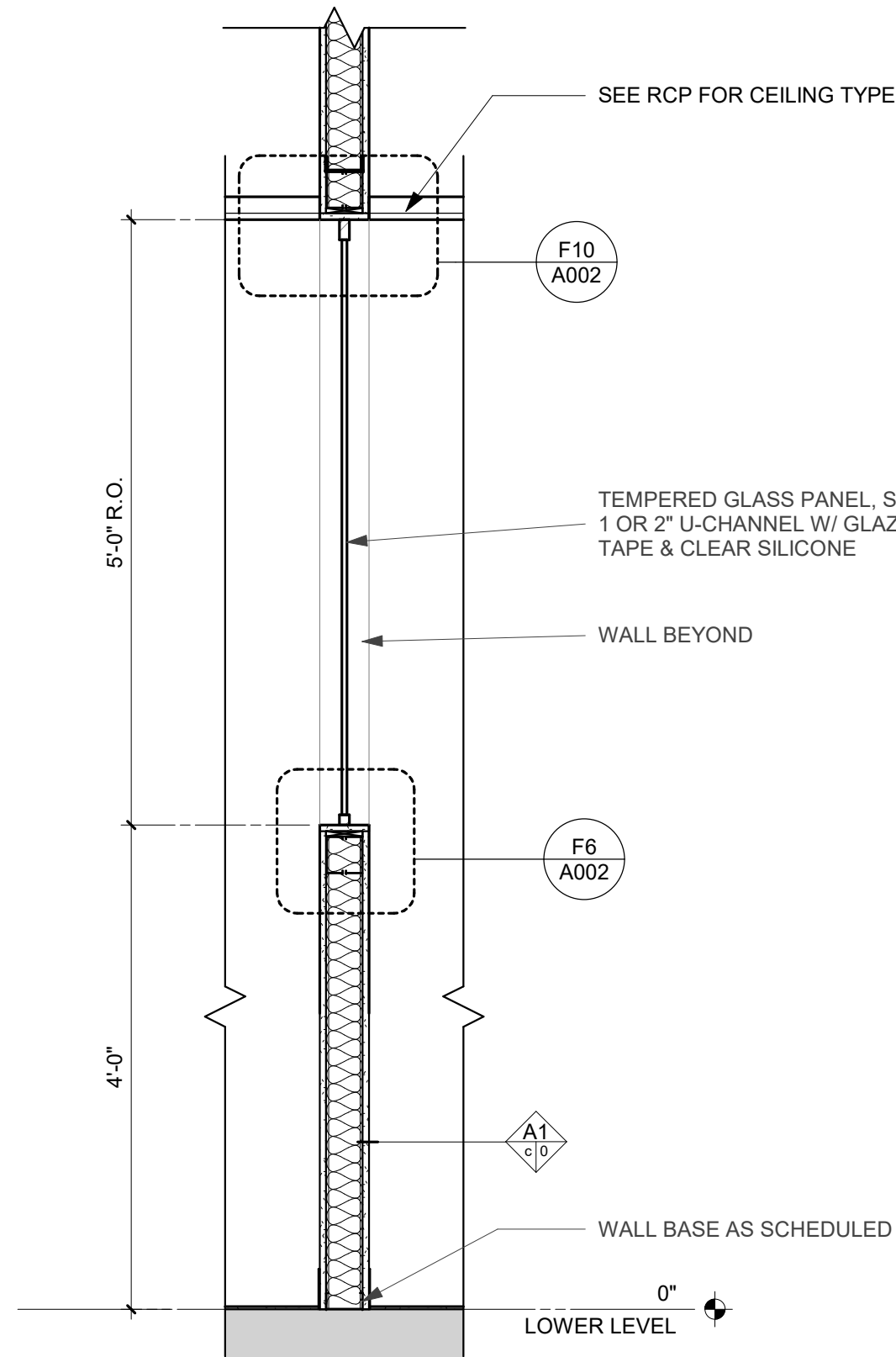
A1 SECTION DETAIL - TRANSACTION BENT PLATE
3" = 1'-0"



A7 SECTION DETAIL - ADA RECEPTION COUNTER
1 1/2" = 1'-0"



A16 SECTION DETAIL - RECEPTION COUNTER
1 1/2" = 1'-0"



1 SECTION DETAIL - RECEPTION WALL
3/4" = 1'-0"

KEYNOTE LEGEND

- 05 41.A2 6" METAL STUD FRAMING
- 05 41.A3 METAL STUD FRAMING
- 05 41.A4 FRAMING TO EXTEND TO DECK
- 06 16.B2 1/2" PLYWOOD
- 06 41.CC4 CONCEALED MOUNT FLAT BRACKET, EQUALLY SPACED AS REQUIRED
- 06 42.A1 TAMBOUR WOOD VENEER PANEL (WD-2)
- 06 42.B2 REMOVEABLE P-LAM PANEL (PLAM-1)
- 06 61.B2 1/2" SOLID SURFACE (SS-1) COUNTERTOP ON 3/4" SUBSTRATE W/ EASED EDGES
- 06 61.C6 1/2" SOLID SURFACE (SS-1) COUNTERTOP ON 3/4" SUBSTRATE W/ EASED EDGES
- 07 62.D2 1/4" THICK PREFINISHED METAL TOE KICK - BLACK
- 07 71.B3 TREATED WOOD BLOCKING
- 07 92.B2 CONTINUOUS SEALANT (BOTH SIDES)
- 09 22.D3 3 5/8" METAL STUD
- 09 29.A1 5/8" GYPSUM BOARD, PAINT AS SCHEDULED
- 09 70.A1 WALL BASE AS SCHEDULED
- 26 05.A4 RECESSED POWER AND DATA RECEPTACLES - SEE ELECTRICAL

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.
© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE

1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CITY HALL RENOVATION - PHASE 2

1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

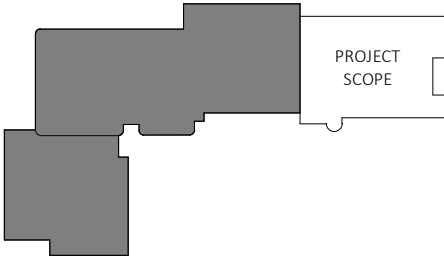
Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Structural Engineer

RAKER RHODES ENGINEERING
4704 GRAND AVENUE
DES MOINES, IA 50312
P. 515-277-0275

Key Plan



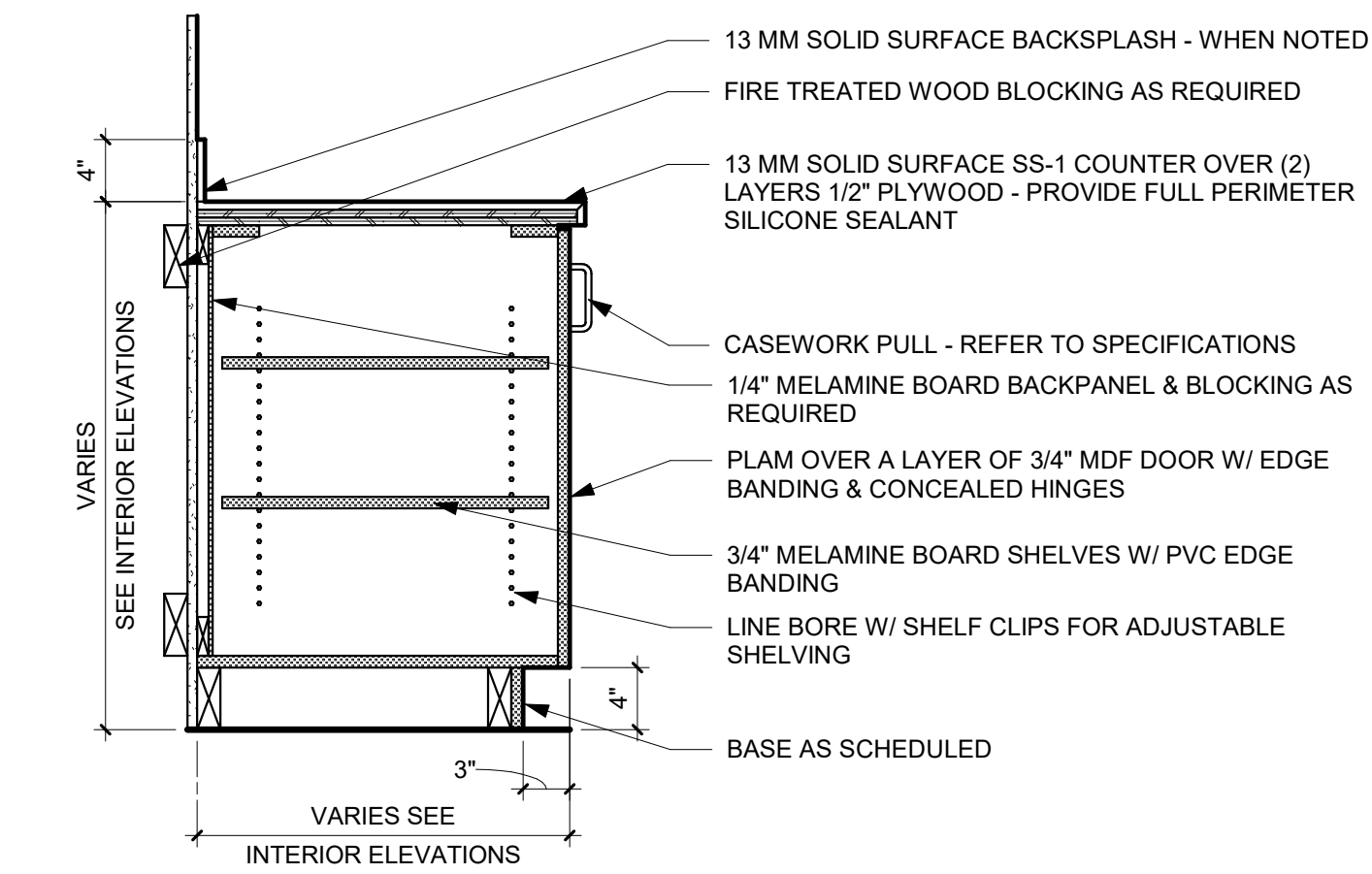
Revision Description Date

OPN Project No.
24811002

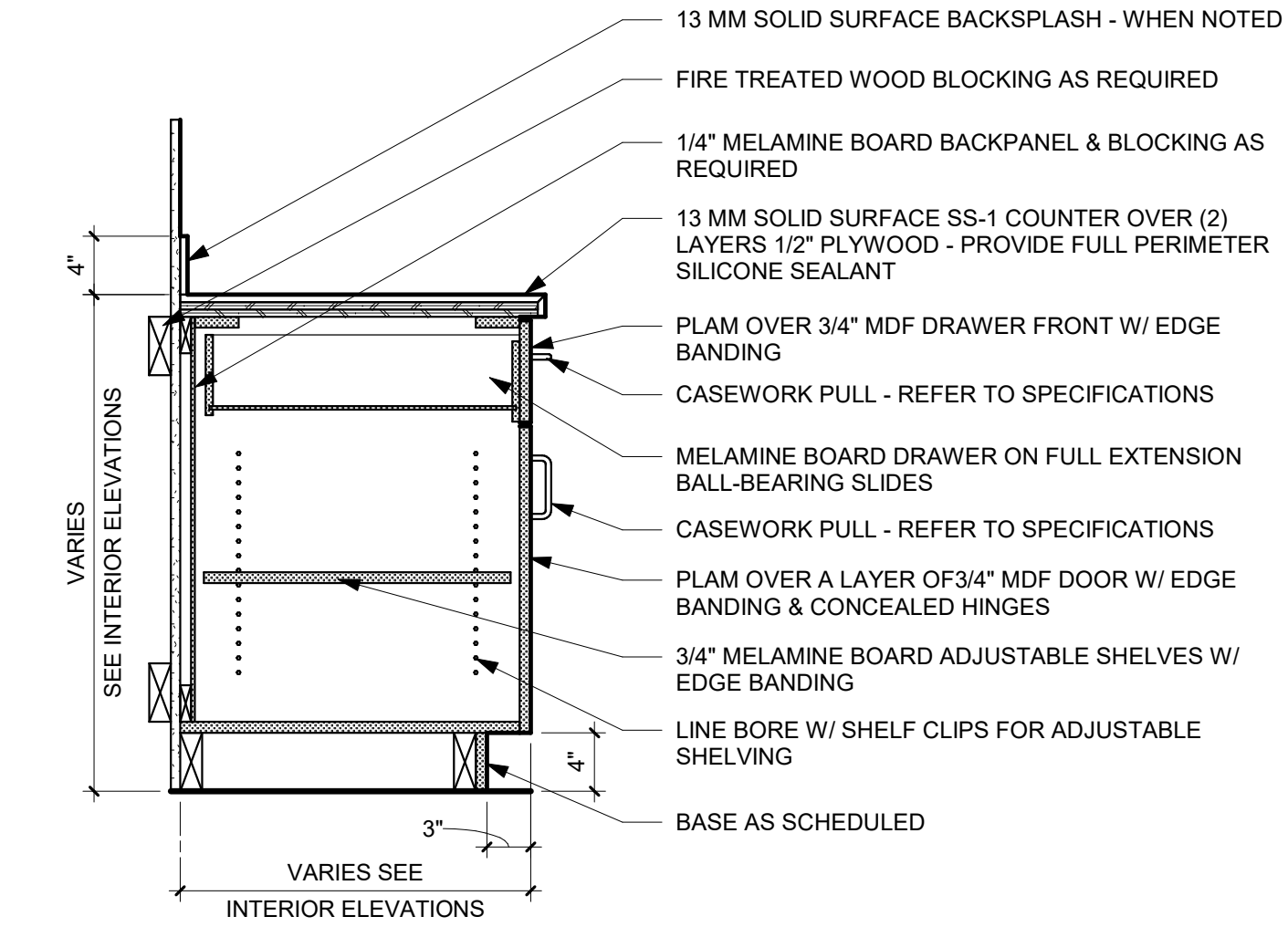
Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
SECTIONS & DETAILS - TRANSACTION COUNTERS

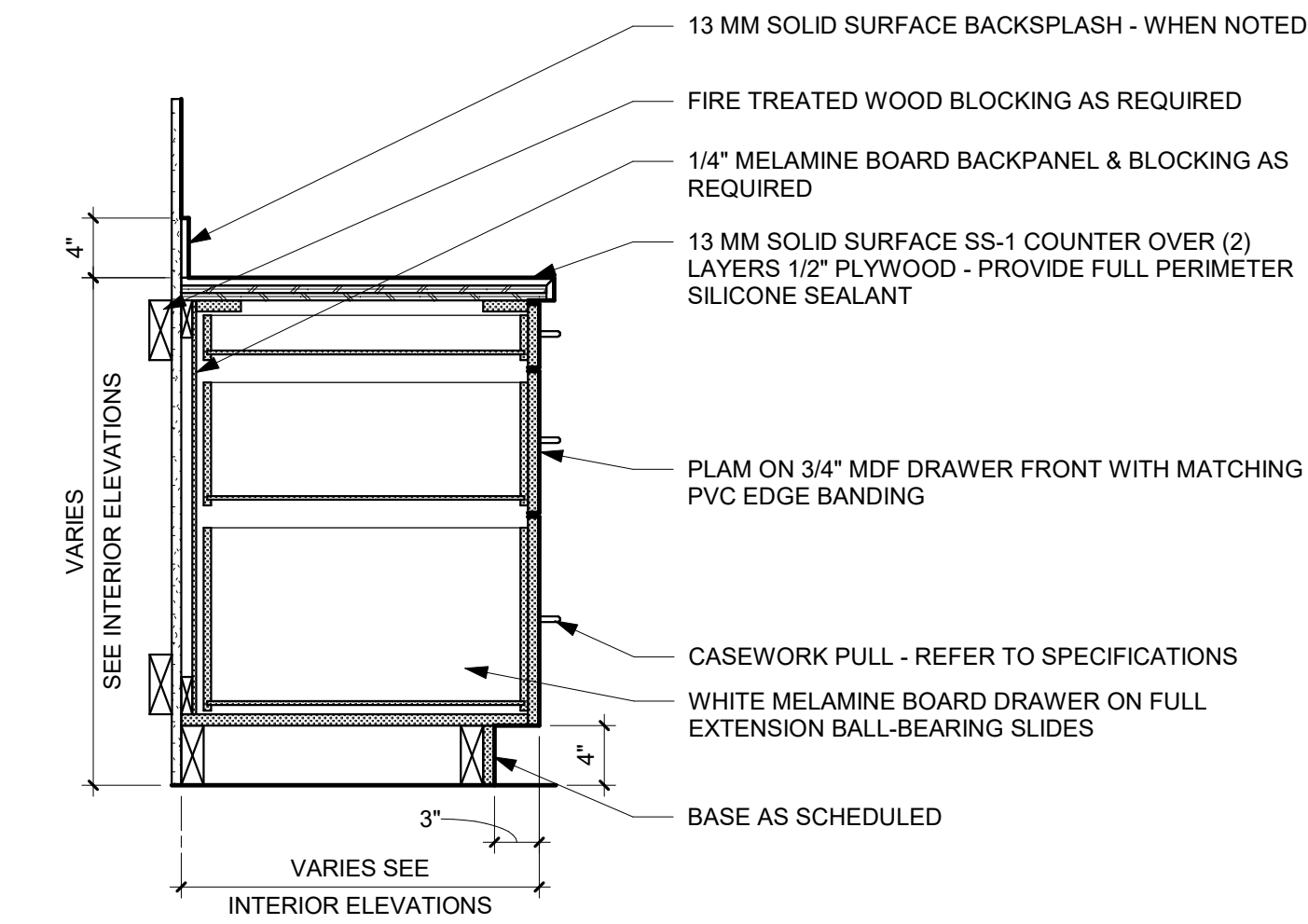
Sheet Number



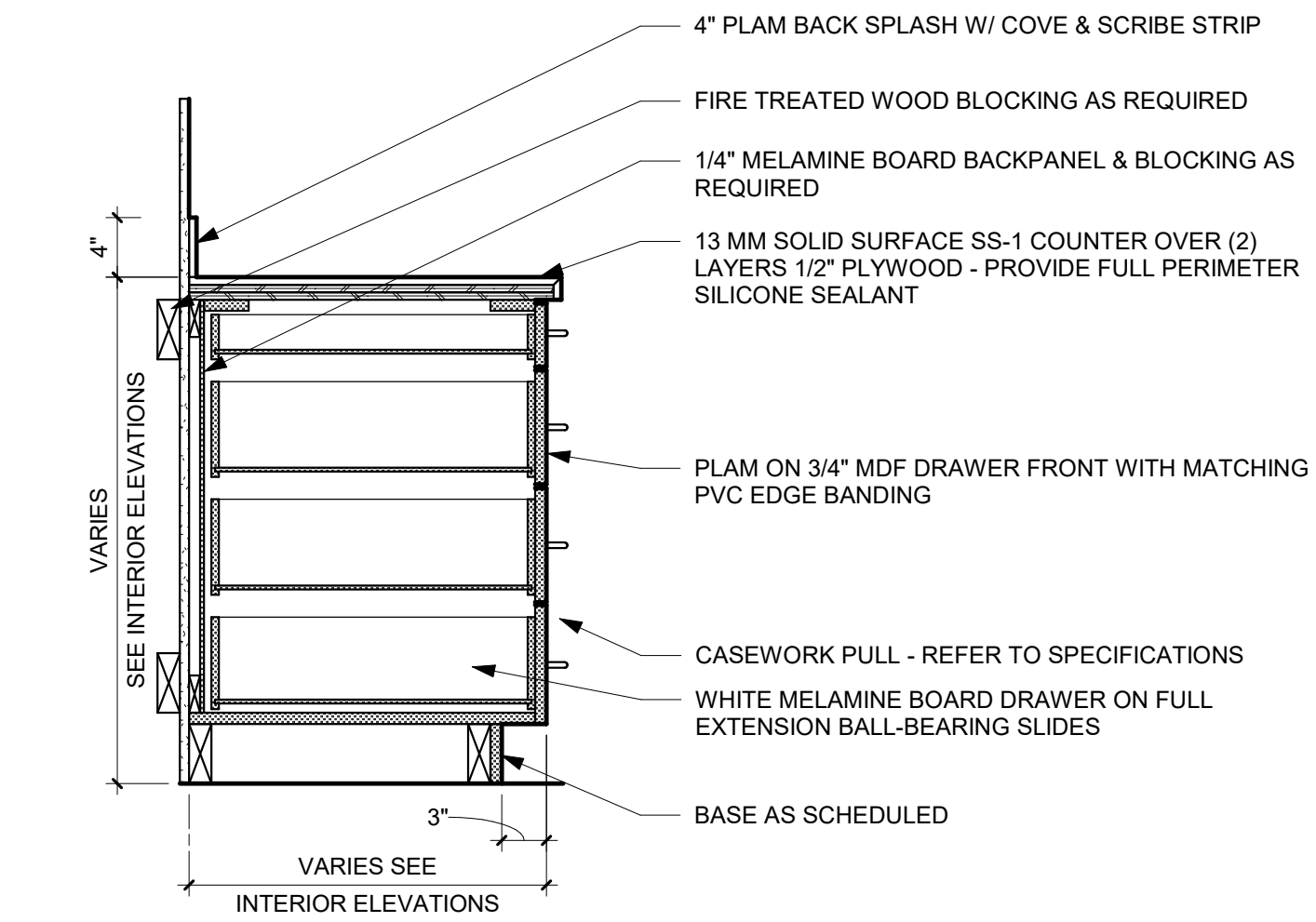
Q1 SOLID SURFACE - 1 DOOR
1" = 1'-0"



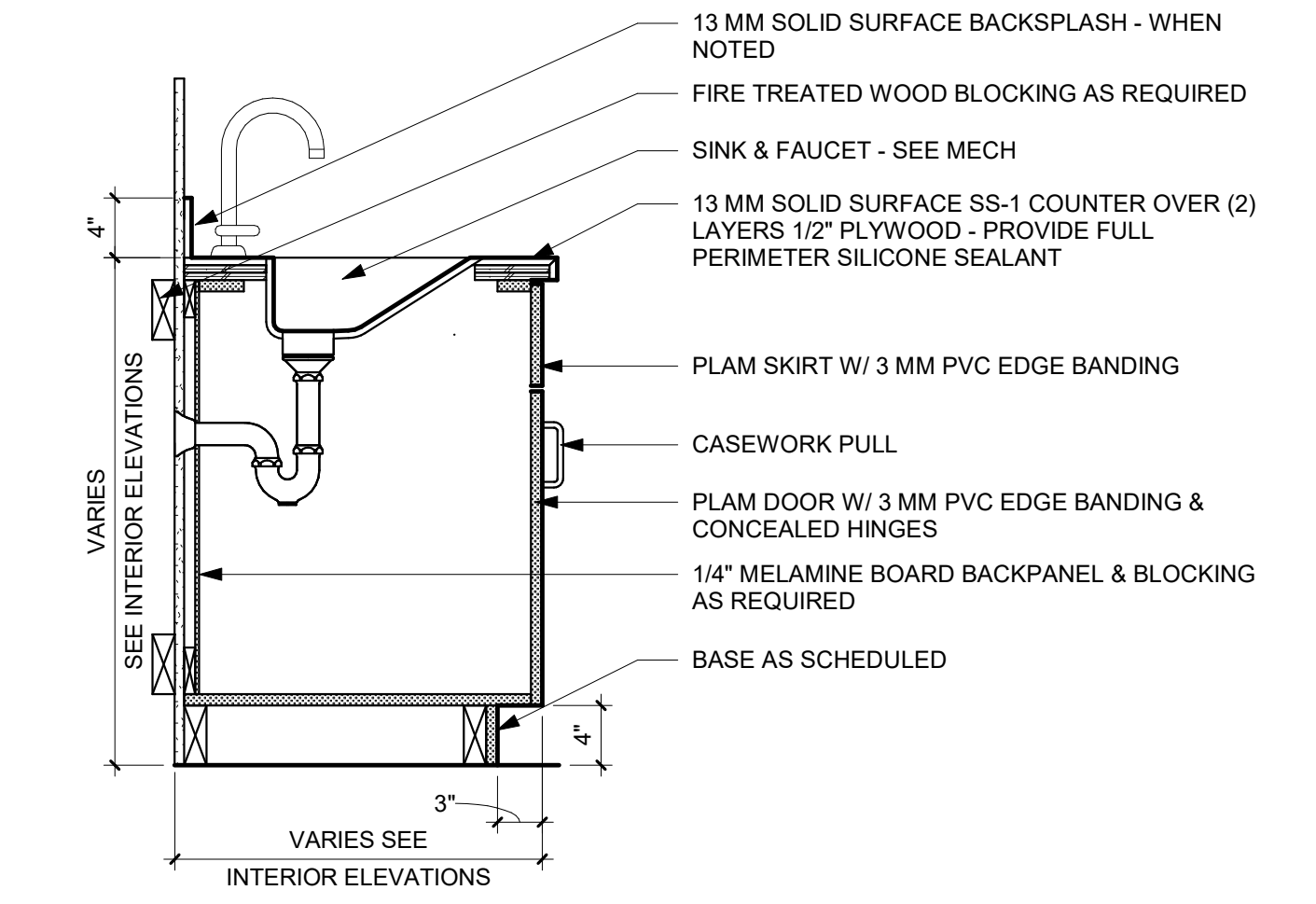
Q10 SOLID SURFACE - 1 DRAWER, 1 DOOR
1" = 1'-0"



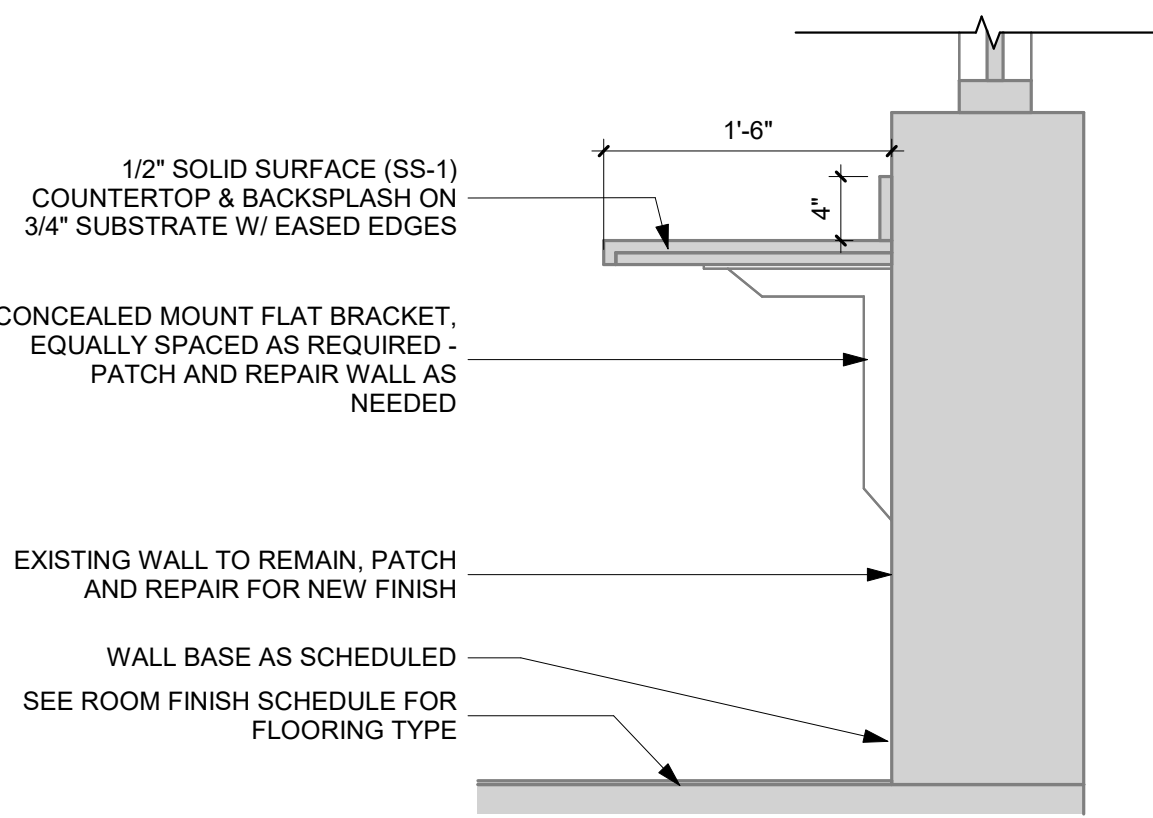
Q19 SOLID SURFACE - 3 DRAWER
1" = 1'-0"



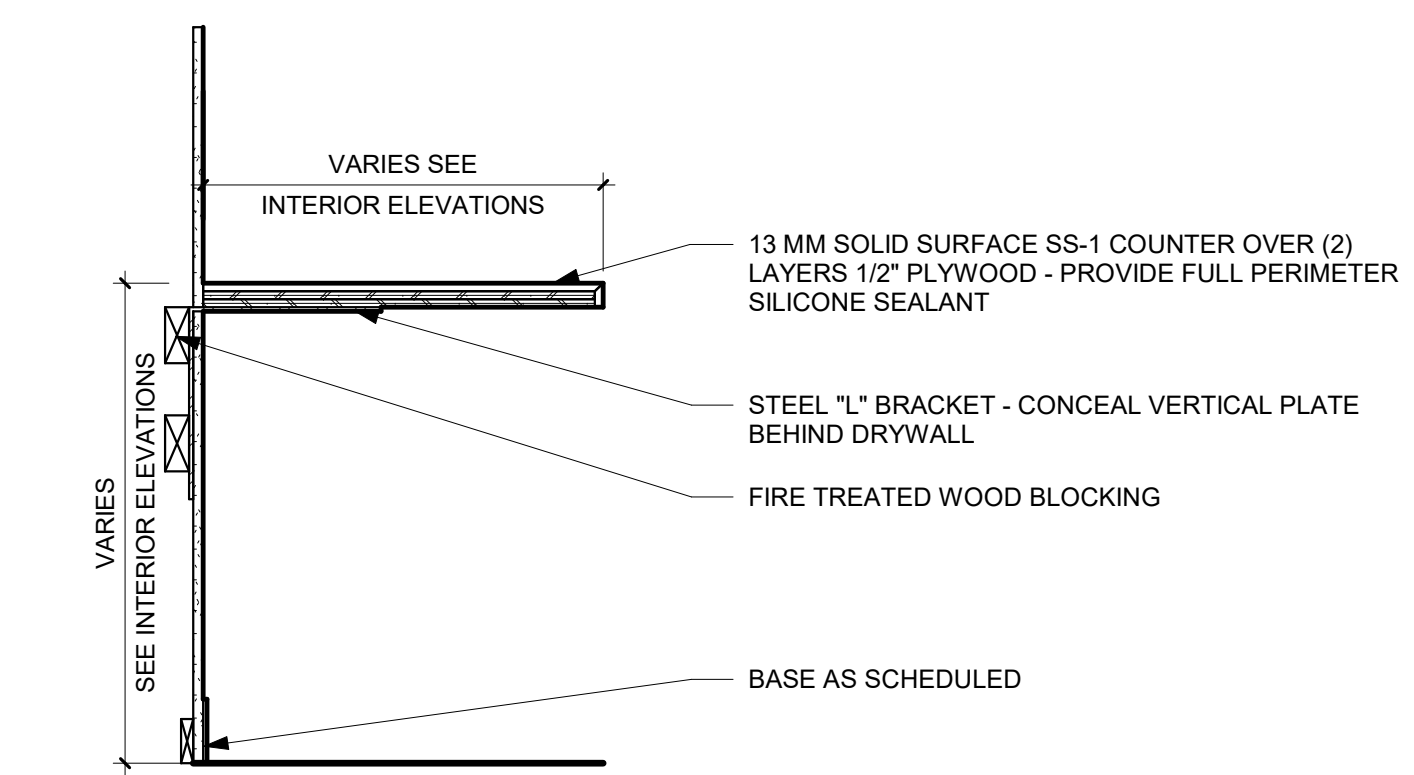
K1 SOLID SURFACE - 4 DRAWER
1" = 1'-0"



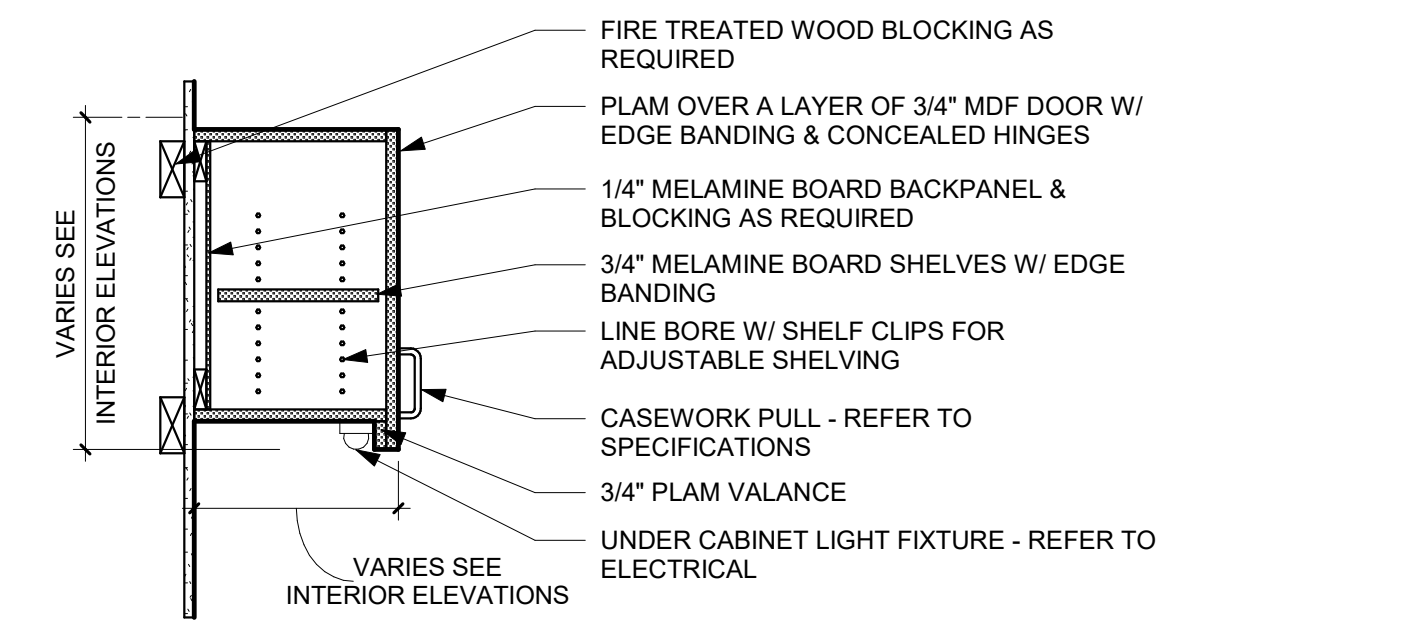
K10 SOLID SURFACE - SINK W/ FALSE DRAWER, 1 DOOR
1" = 1'-0"



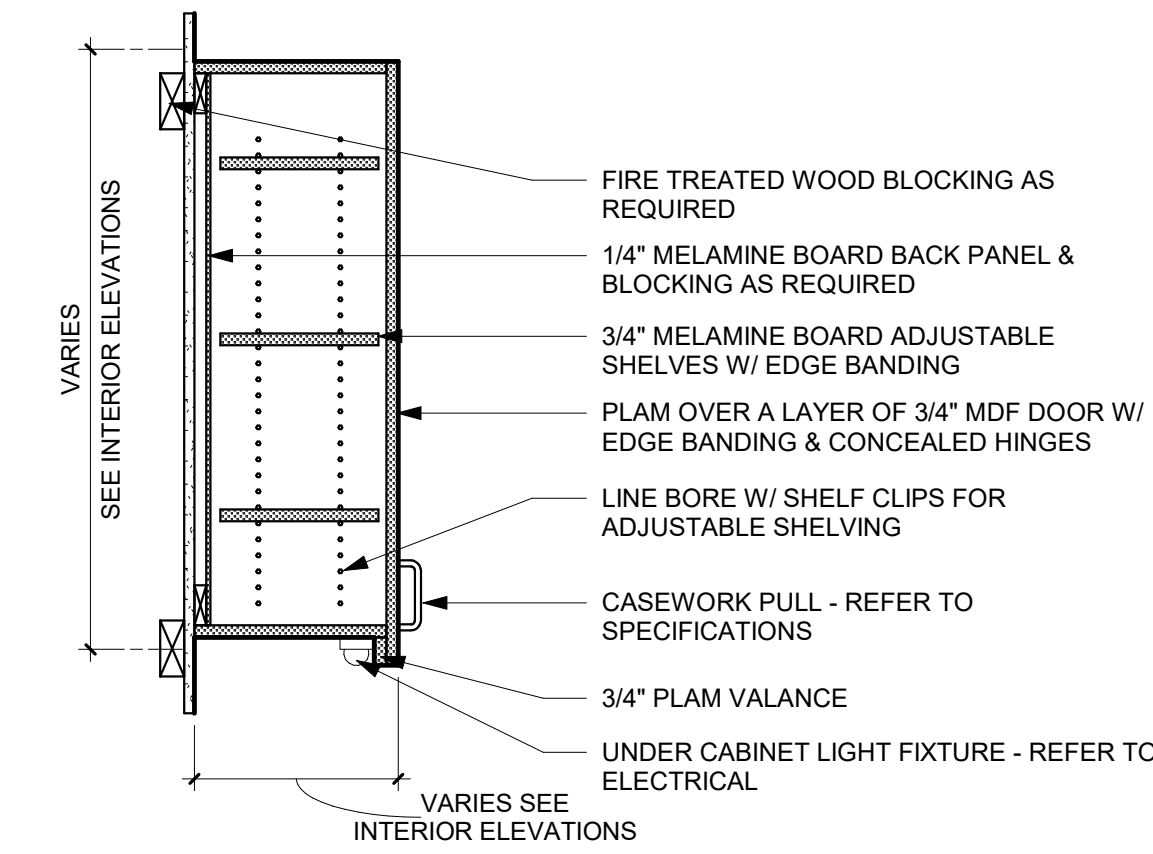
K19 SECTION DETAIL - WINDOW COUNTER @ BREAK
1" = 1'-0"



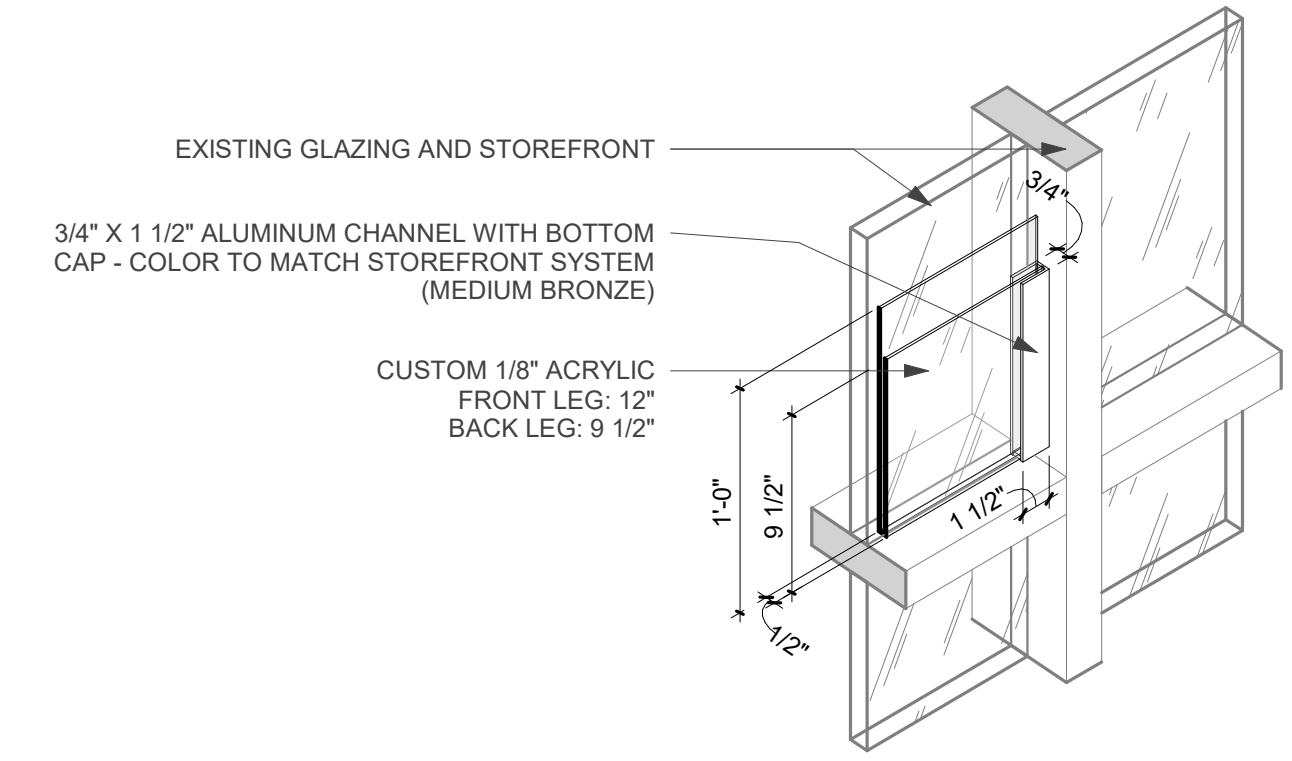
E1 SOLID SURFACE - COUNTERTOP
1" = 1'-0"



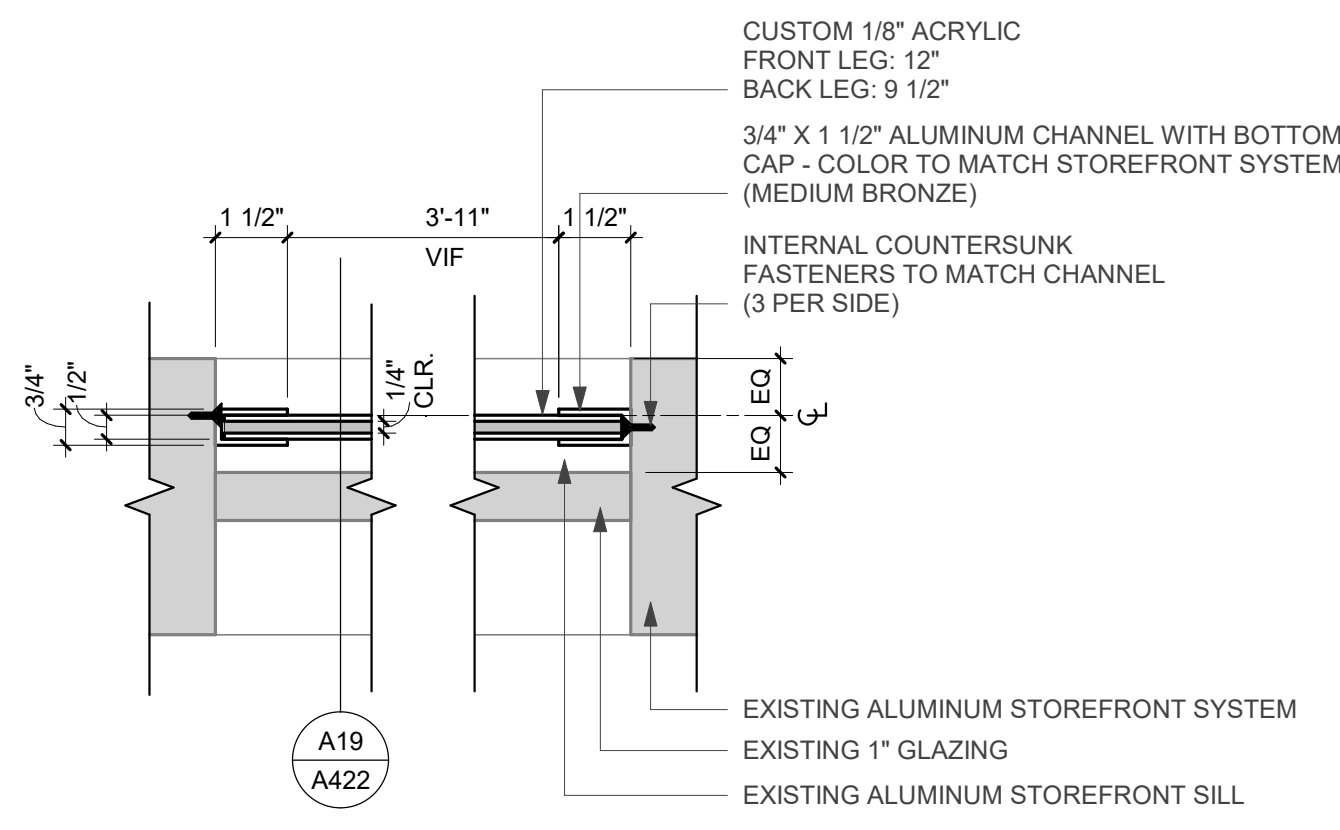
E10 SHORT UPPER CABINETS
1" = 1'-0"



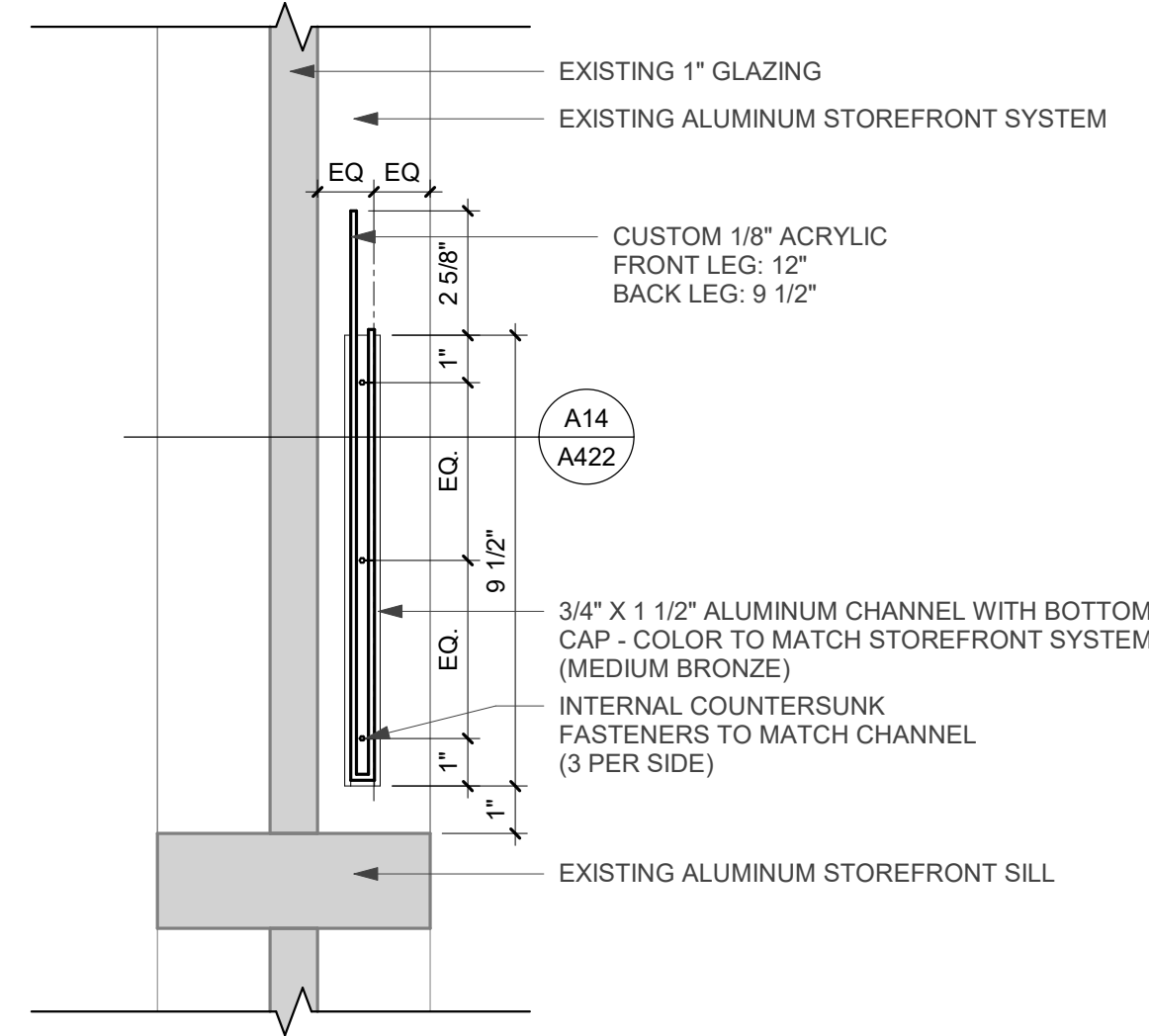
E19 TYPICAL UPPER CABINETS
1" = 1'-0"



A9 AXON - AGENDA DISPLAY



A14 PLAN DETAIL - CHANNEL
3" = 1'-0"



A19 SECTION DETAIL - LOBBY AGENDA DISPLAY
3" = 1'-0"

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



INTERIOR PERSPECTIVE - LOWER LEVEL OF CITY HALL LOBBY - LOOKING NORTH

NOTE: INTERIOR RENDERINGS CREATED FOR OWNER APPROVAL ONLY. FINISHED CONSTRUCTION APPEARANCE IS SUBJECT TO CHANGE.



INTERIOR PERSPECTIVE - UPPER LEVEL OF CITY HALL LOBBY

NOTE: INTERIOR RENDERINGS CREATED FOR OWNER APPROVAL ONLY. FINISHED CONSTRUCTION APPEARANCE IS SUBJECT TO CHANGE.



INTERIOR PERSPECTIVE - LOWER LEVEL OF CITY HALL LOBBY - LOOKING SOUTH

NOTE: INTERIOR RENDERINGS CREATED FOR OWNER APPROVAL ONLY. FINISHED CONSTRUCTION APPEARANCE IS SUBJECT TO CHANGE.

INTERIOR FINISH SPECIFICATIONS

ACOUSTICAL CEILING BAFFLES:

ACB-1 MANUFACTURER: TURF DESIGN
STYLE: BEAM
COLOR: 007 DARK WALNUT
SIZE: 8"D X 2-1/4"H. REFER TO DETAILS
MOUNTING: CABLE HUNG
CONTACT: JANE BENSON
913-219-1139
JBENSON@BSISK.COM

ACOUSTICAL CEILING PANELS:

ACP-1 MANUFACTURER: ARMSTRONG
STYLE: ULTIMA HIGH NRC
COLOR: WHITE
EDGE TRIM: BEVELED TEGULAR
NRC: 80
SIZE: 24"x24"
GRID: SUPRAFINE 9/16. SUSPENSION SYSTEM
GRID COLOR: WHITE
CONTACT: DANIELLE JAMES
402-417-9159
DJPJAMES@ARMSTRONGCEILINGS.COM

ACP-2 MANUFACTURER: ARMSTRONG
STYLE: ULTIMA HIGH NRC
COLOR: WHITE
EDGE TRIM: BEVELED TEGULAR
NRC: 80
SIZE: 24"x24"
GRID: SUPRAFINE 9/16. SUSPENSION SYSTEM
GRID COLOR: WHITE
CONTACT: DANIELLE JAMES
402-417-9159
DJPJAMES@ARMSTRONGCEILINGS.COM

CORNER GUARD:

CG-1 MANUFACTURER: INPRO CORP.
FINISH: ALUMINUM - CLEAR
WING SIZE: 1/2"
HEIGHT: 1/2" STANDARD HEIGHTS / CUT CEILING
HEIGHTS AS REQUIRED
CONTACT: CIARA BENSON
515-335-3707
CBENSON@INPROCORP.COM

CARPET:

CPT-1 MANUFACTURER: MOHAWK GROUP
COLLECTION: DATA TIDE
STYLE: RIVER CODE
COLOR: DELTA
SIZE: 12" X 36"
BACKING: ECO ONE
INSTALLATION: VERTICAL ASHLAR
CONTACT: ELYSE POE
515-823-8181
ELYSE_POE@MOHAWKIND.COM

CPT-2 MANUFACTURER: MOHAWK GROUP
COLLECTION: DATA TIDE
STYLE: BIOME
COLOR: DELTA
SIZE: 12" X 36"
BACKING: ECO ONE
INSTALLATION: VERTICAL ASHLAR
CONTACT: ELYSE POE
515-823-8181
ELYSE_POE@MOHAWKIND.COM

CPT-3 MANUFACTURER: MOHAWK GROUP
COLLECTION: DATA TIDE
STYLE: AQUA RHYTHM
COLOR: DELTA
SIZE: 12" X 36"
BACKING: ECO ONE
INSTALLATION: VERTICAL ASHLAR
CONTACT: ELYSE POE
515-823-8181
ELYSE_POE@MOHAWKIND.COM

FILM:

FILM-1 MANUFACTURER: DESIGNTEX
PRODUCT: DIGITALLY PRINTED GLASS FILM
ARTWORK: CUSTOM BY OWNER
CONTACT: MELISSA LINDBERG
402-616-6239
MLINDBERG@DESIGNTEX.COM

GROUT:

GT-1 MANUFACTURER: BOSTIK
PRODUCT: TRUCOLOR RAPID CURE
COLOR: NATURAL H146
APPLICATION: WALLS W/ T-2

GT-2 MANUFACTURER: BOSTIK
PRODUCT: TRUCOLOR RAPID CURE
COLOR: DELOREAN GRAY H160
APPLICATION: FLOORS W/ T-1

MARKERBOARDS:

MB-1 MANUFACTURER: DEKO
COLOR: DIAMOND
SIZE: 48"H X 96"W
CROWN: 'FIT' Z-CLIP
ACCESSORY: MARKER RAIL & ACCESSORY KIT

MOSS:

MOSS-1 MANUFACTURER: GREEN OASIS -
PRODUCT: PRESERVED MOSS WALL
CUSTOM - SEE DETAILS ON A420
SIZE: FELT BOARD
SUBSTRATE: SHELTON BURROWS
CONTACT: 210-272-7787
SHELDON@GREENOASIS.COM

PAINT:

"GC TO FOLLOW MANUFACTURER RECOMMENDATIONS FOR SHEENS ON EACH SURFACE. E=EPOXY"

E/PT-1 MANUFACTURER: BENJAMIN MOORE
COLOR: SIMPLY WHITE OC-117
FINISH: EGGSHELL
APPLICATION: FIELD PAINT

E/PT-2 MANUFACTURER: BENJAMIN MOORE
COLOR: PURE WHITE OC-64
FINISH: FLAT
APPLICATION: CEILINGS

E/PT-3 MANUFACTURER: BENJAMIN MOORE
COLOR: SIMPLY WHITE OC-117
FINISH: SEMI-GLOSS
APPLICATION: DOOR PANELS AS SCHEDULED

E/PT-4 MANUFACTURER: BENJAMIN MOORE
COLOR: DRAGON'S BREATH 1547
FINISH: SEMI-GLOSS ON DOOR FRAMES
EGGSHELL ON WALLS
APPLICATION: FLAT ON O.T.S.
DOOR FRAMES / RESTROOM ACCENT
O.T.S.

E/PT-5 MANUFACTURER: BENJAMIN MOORE
COLOR: SIMPLY WHITE OC-117
FINISH: SEMI-GLOSS
APPLICATION: DOOR FRAMES AS SCHEDULED

E/PT-6 MANUFACTURER: BENJAMIN MOORE
COLOR: SHARKSKIN 2139
FINISH: EGGSHELL
APPLICATION: ACCENT WALL PAINT

PLASTIC LAMINATE:

PLAM-1 MANUFACTURER: NEVAMAR
PRODUCT: STANDARD HPL
STYLE: BABBLING BROOK
FINISH: NATURAL WOOD
APPLICATION: CASEWORK - BASE CABINETS
CONTACT: MICHELLE GOENNER
651-219-0041
MICHELLE_GOENNER@PANOLAM.COM

PLAM-2

MANUFACTURER: NEVAMAR
PRODUCT: STANDARD HPL
STYLE: BLACK PEARL
FINISH: VELVET
APPLICATION: CASEWORK - UPPER CABINETS
CONTACT: MICHELLE GOENNER
651-219-0041
MICHELLE_GOENNER@PANOLAM.COM

RESILIENT BASE:

RB-1 MANUFACTURER: ROPPE
STYLE: PINNACLE RUBBER WALL BASE
HEIGHT: 4"
COLOR: 153 BLACK BROWN
NOTE: USE MICRO CORNERS ON INSIDE AND
OUTSIDE CORNERS AS NEEDED

SEALED CONCRETE:

SC-1 MANUFACTURER: SEE ARCHITECTURAL SPECIFICATIONS

SOLID SURFACE:

SS-1 MANUFACTURER: CORIAN
COLOR: CAMEO WHITE
SIZE: 1/2"
APPLICATION: TYPICAL COUNTERTOPS & SILLS
CONTACT: CHRISTINE MCDUFFIE
414-406-9841
CMCDUFFIE@HLLMARK.COM

TILE:

T-1 MANUFACTURER: DEL CONCA USA
STYLE: HORIZONS
COLOR: WHITE
SIZE: 24" X 48"
GROUT: GT-1
INSTALLATION: STACKED
APPLICATION: FIELD TILE
CONTACT: MAREN BRUESKE
507-480-2548
MAREN@CERAMICTILEWORKSMN.COM

T-2 MANUFACTURER: PORTOBELLO AMERICA
STYLE: TERRALMA
COLOR: MANDACARU
SIZE: 3" X 14"
GROUT: GT-1
INSTALLATION: VERTICAL STACKED, 1/3RD RUNNING BOND
WALL TILE IN RESTROOMS
NOTE: INCLUDE 5" X 14" PENCIL QTY. ~ 20-25
PER RESTROOM - SEE ELEVATIONS
CONTACT: MAREN BRUESKE
507-480-2548
MAREN@CERAMICTILEWORKSMN.COM

TRANSITIONS / EDGE PROTECTORS:

*ALL THRESHOLDS & TRANSITION STRIPS, PROFILES TO BE APPROVED
BY ARCHITECT

TS-1 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: SCHIENE

TS-2 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: RENO-U

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: TREP-E

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: TREP-E

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

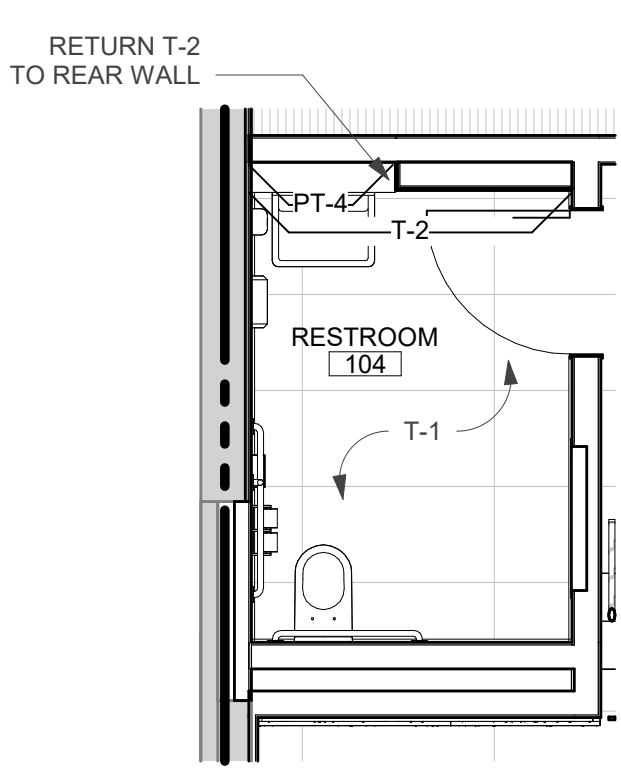
TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

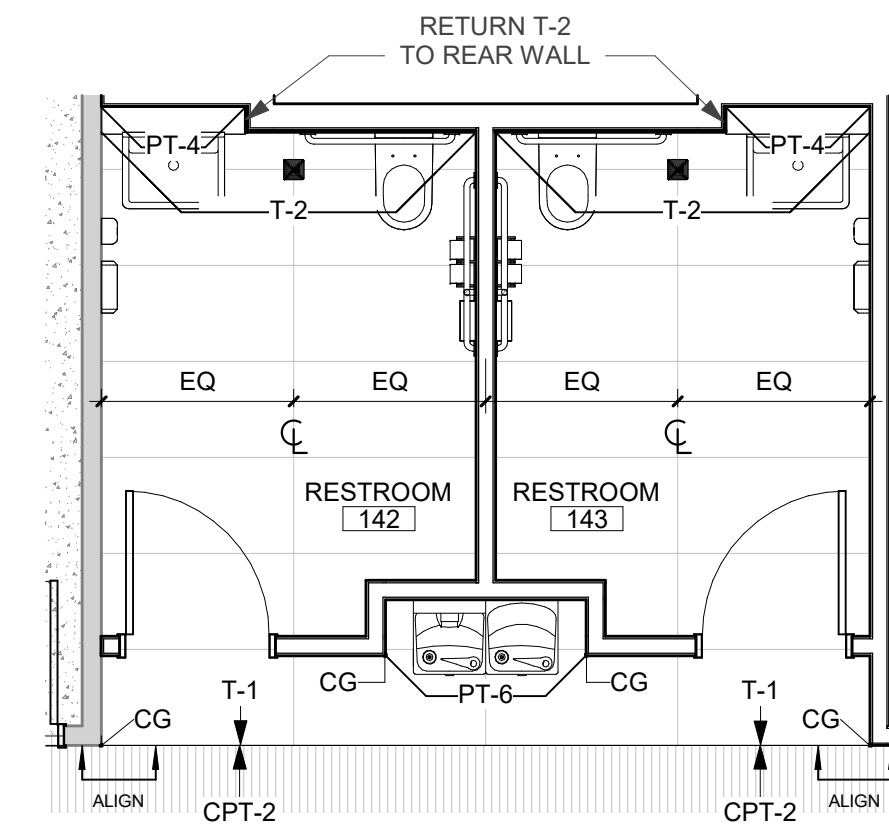
TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC

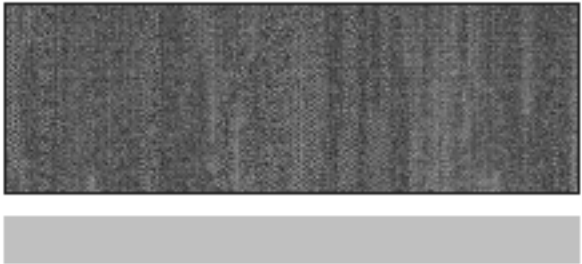
TS-3 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: FINEC



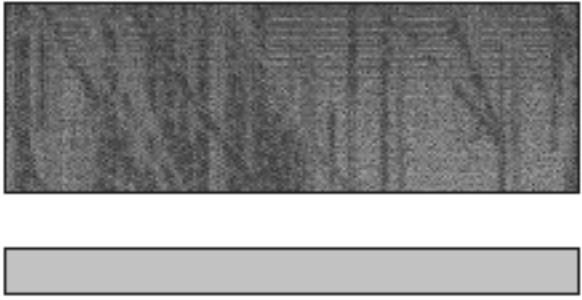
ENLARGED FINISH PLAN - LOBBY RESTROOM
1/4" = 1'-0"



Product Details



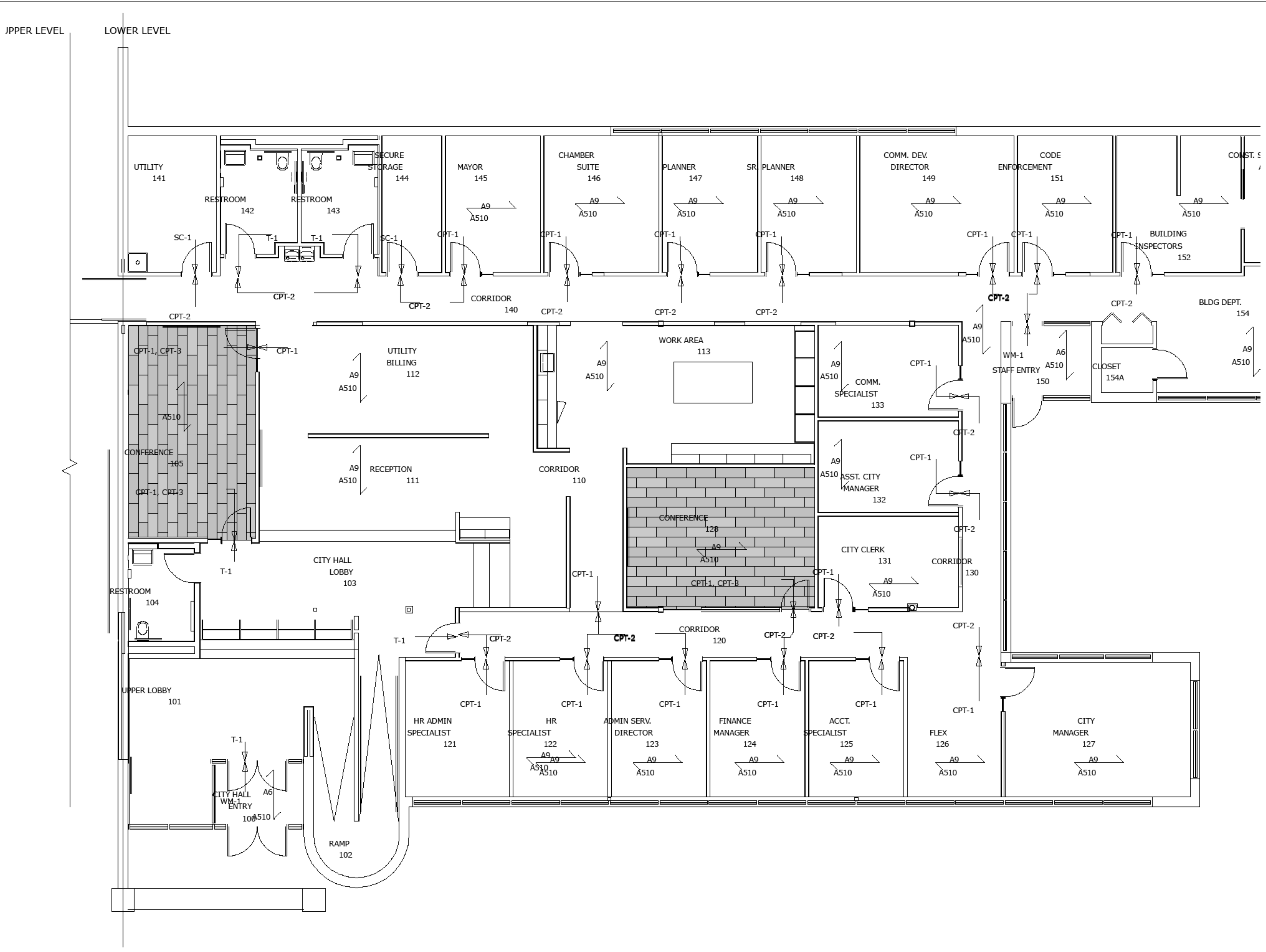
Collection: Data Tide
Product: River Code
Color: 859
Size: 12"x 36"
Installation: Brick Ashlar
Estimate: 45 SY



Collection: Data Tide
Product: Aqua Rhythm
Color: 859
Size: 12"x 36"
Installation: Brick Ashlar
Estimate: 19 SY

UPPER LEVEL

LOWER LEVEL



Installation Guide

THESE PLANS AND THE DESIGNS CONTAINED THEREIN ARE THE SOLE PROPERTY OF MOHAWK INDUSTRIES. PATTERNED CARPET (HEREINAFTER DESIGNATED MOHAWK INDUSTRIES). THESE PLANS MAY NOT BE REPRODUCED OR USED WITHOUT WRITTEN PERMISSION OF MOHAWK INDUSTRIES. UNAUTHORIZED USE WILL GIVE RISE TO A CLAIM FOR DAMAGES. ALL CONTRACTORS AND OTHERS UTILIZING THESE PLANS IN CONNECTION WITH THIS PROJECT ARE RESPONSIBLE FOR WORK DONE BY CONTRACTORS. MOHAWK INDUSTRIES IS NOT RESPONSIBLE FOR ANY ARCHITECTURAL OR ENGINEERING DETAILS OR SPECIFICATIONS. THE USE BY ANY PERSON OR FIRM OF THESE PLANS OR ANY PART THEREOF SHALL NOT IN ANY WAY SUBJECT MOHAWK INDUSTRIES TO ANY COST OR DAMAGES FOR ANY ERRORS OR OMISSION CONTAINED THEREIN.

Job Name: CLIVE CITY HALL -LOWER LEVEL PLAN

Job #: 176054

Drawing #: 53711

Account Executive: ELYSE POE

Revision: R2

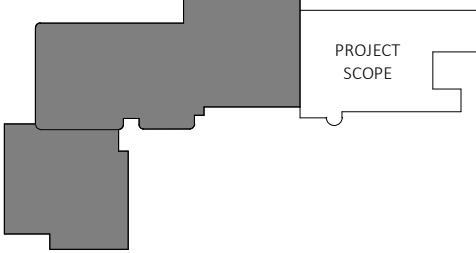
Date: 05/26/2025

Page: 04

Drawn By: RK



Key Plan



Revision Description Date

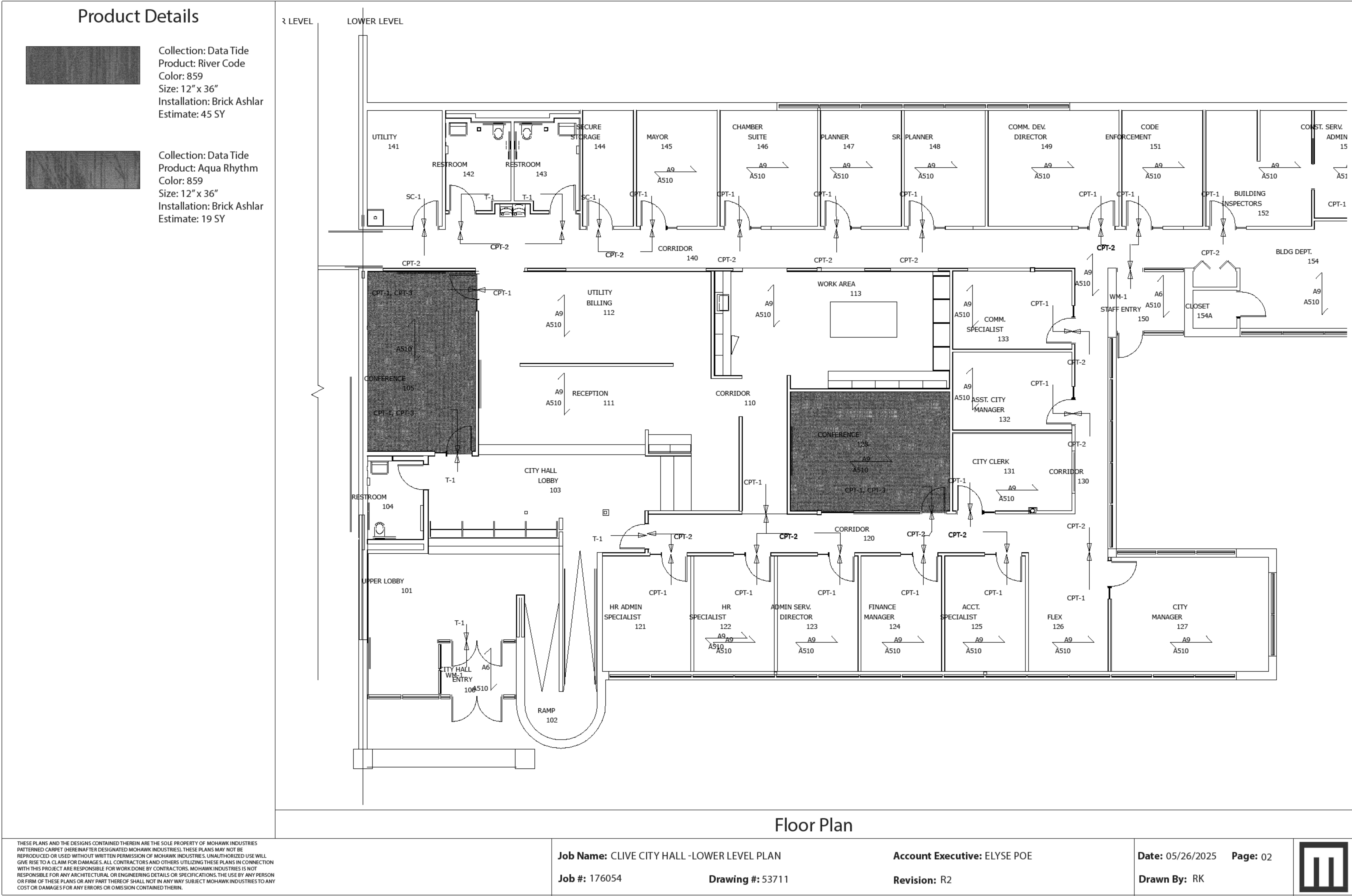
OPN Project No.
24811002

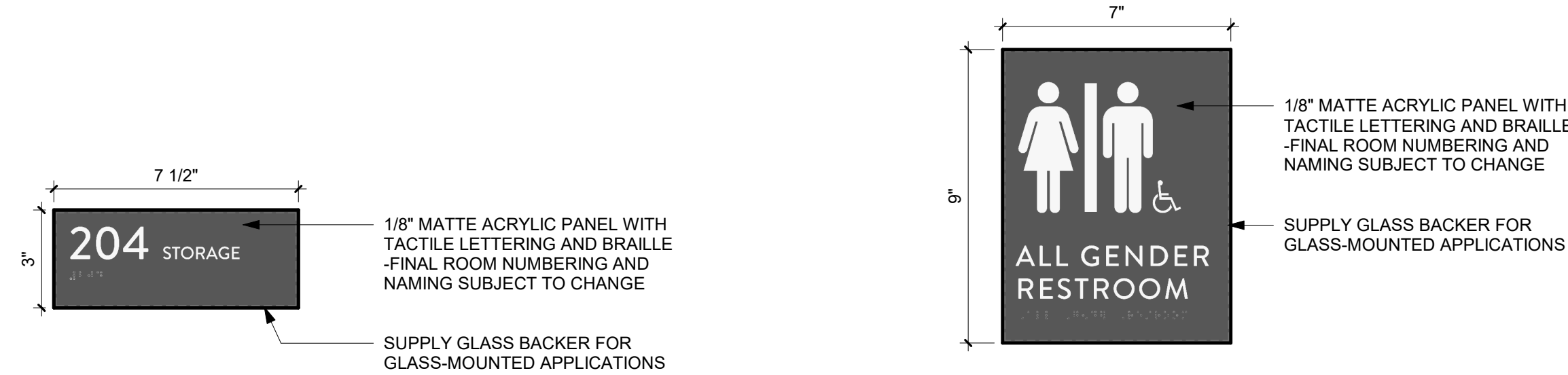
Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
FINISH PLAN DETAILS

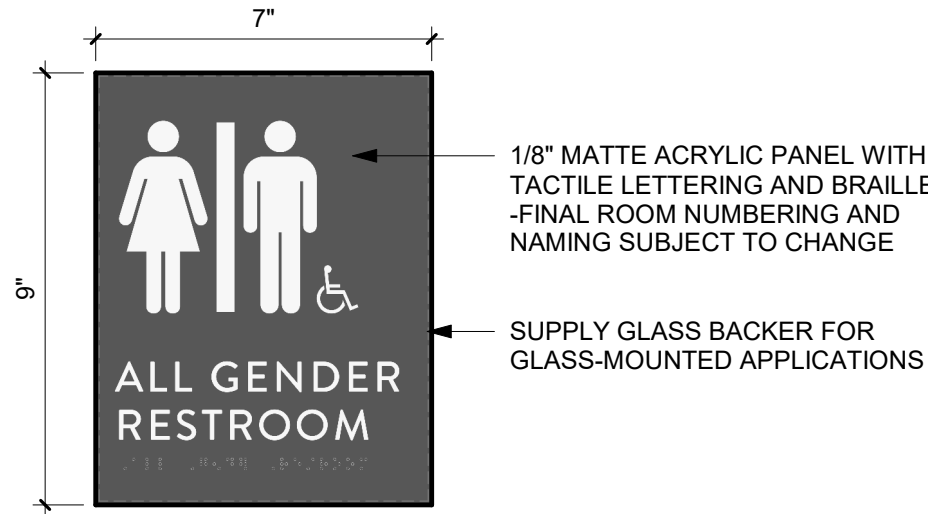
Sheet Number

A801

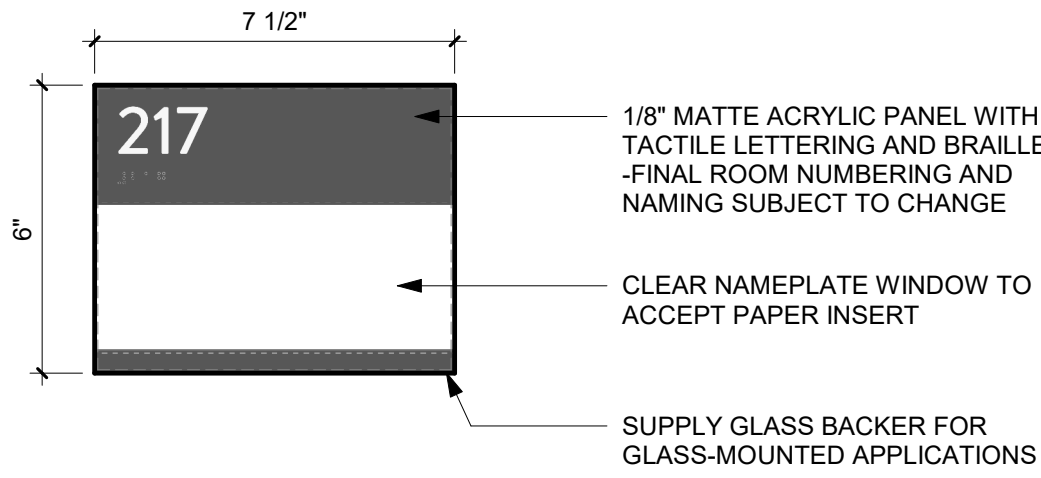




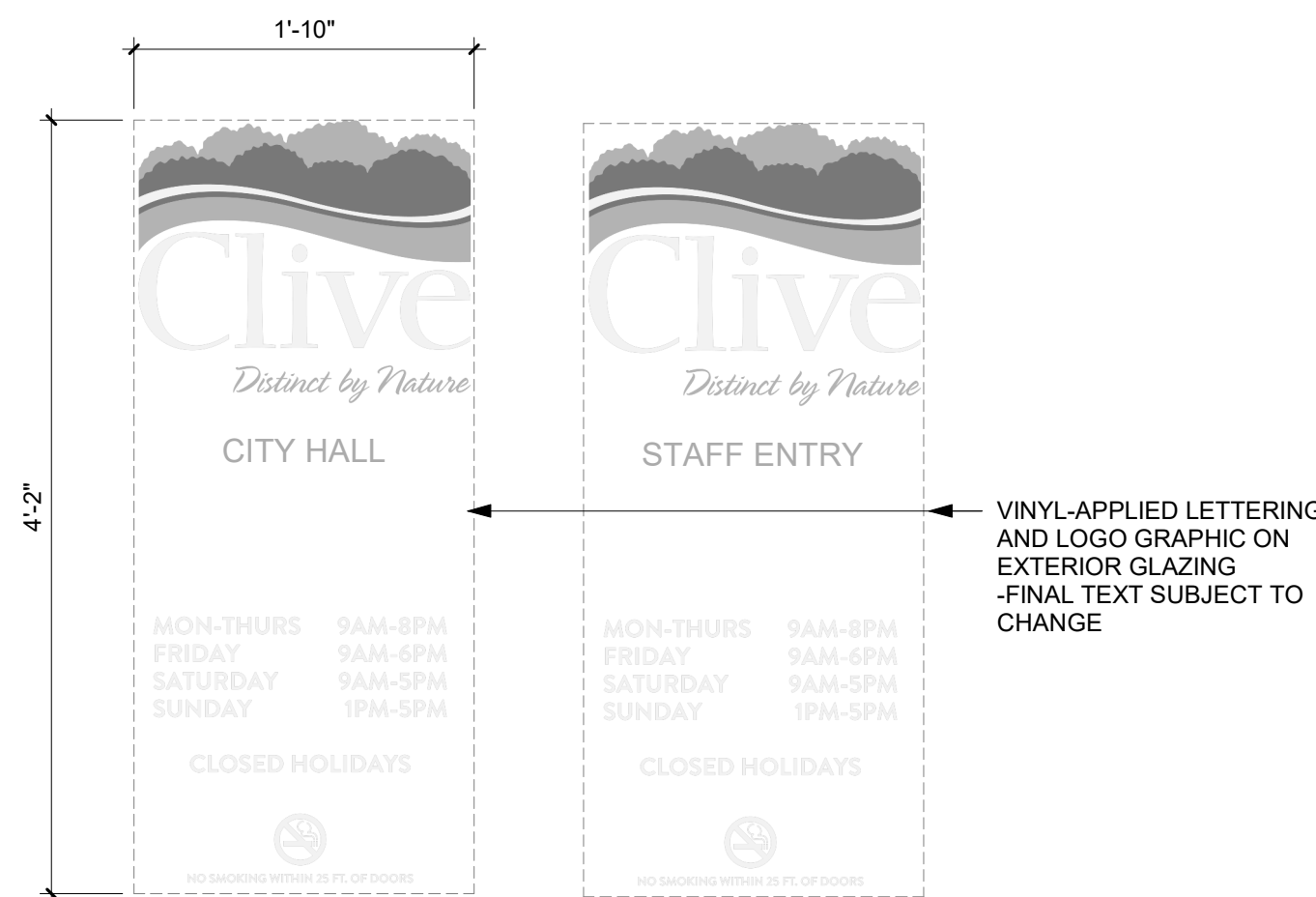
1 SIGNAGE TYPE - 1.0
3" = 1'-0" (TYPE 1.1: INCLUDE GLASS BACKER)



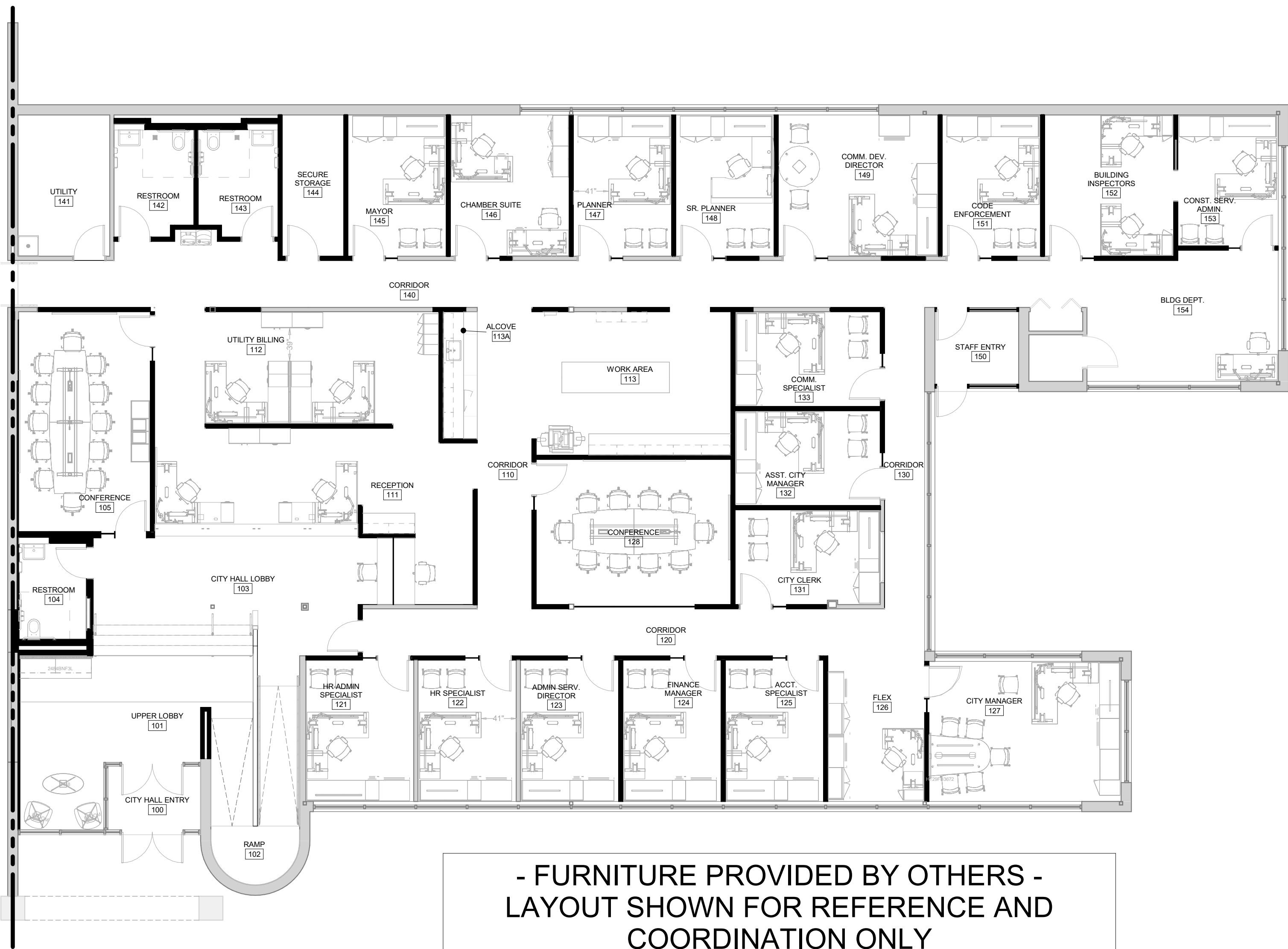
2 SIGNAGE TYPE - 2.0
3" = 1'-0"



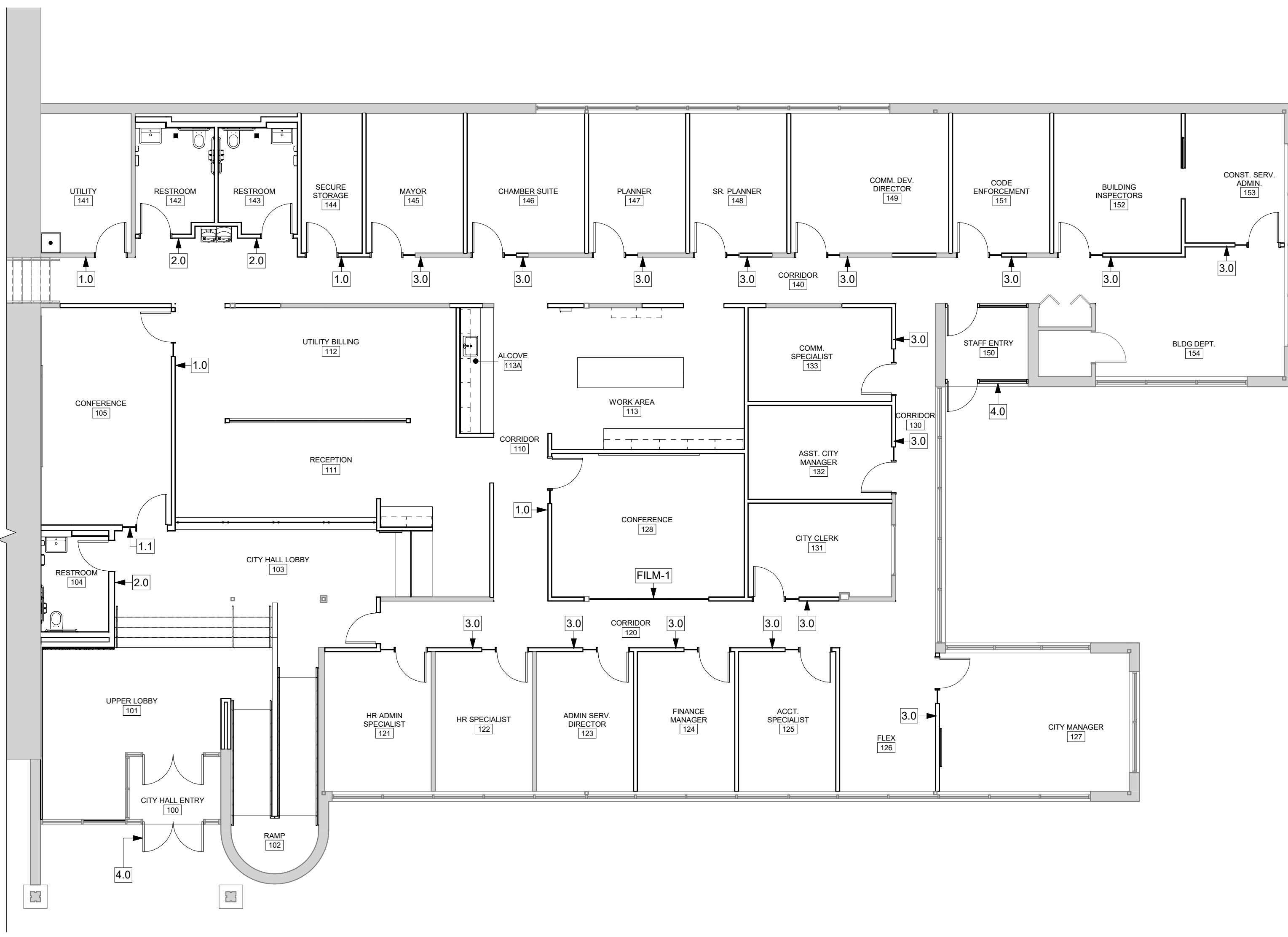
3 SIGNAGE TYPE - 3.0
3" = 1'-0"



4 SIGNAGE TYPE - 4.0
1" = 1'-0"



FFE PLAN
1/8" = 1'-0"



SIGNAGE PLAN
1/8" = 1'-0"

Key Plan



Revision Description Date

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

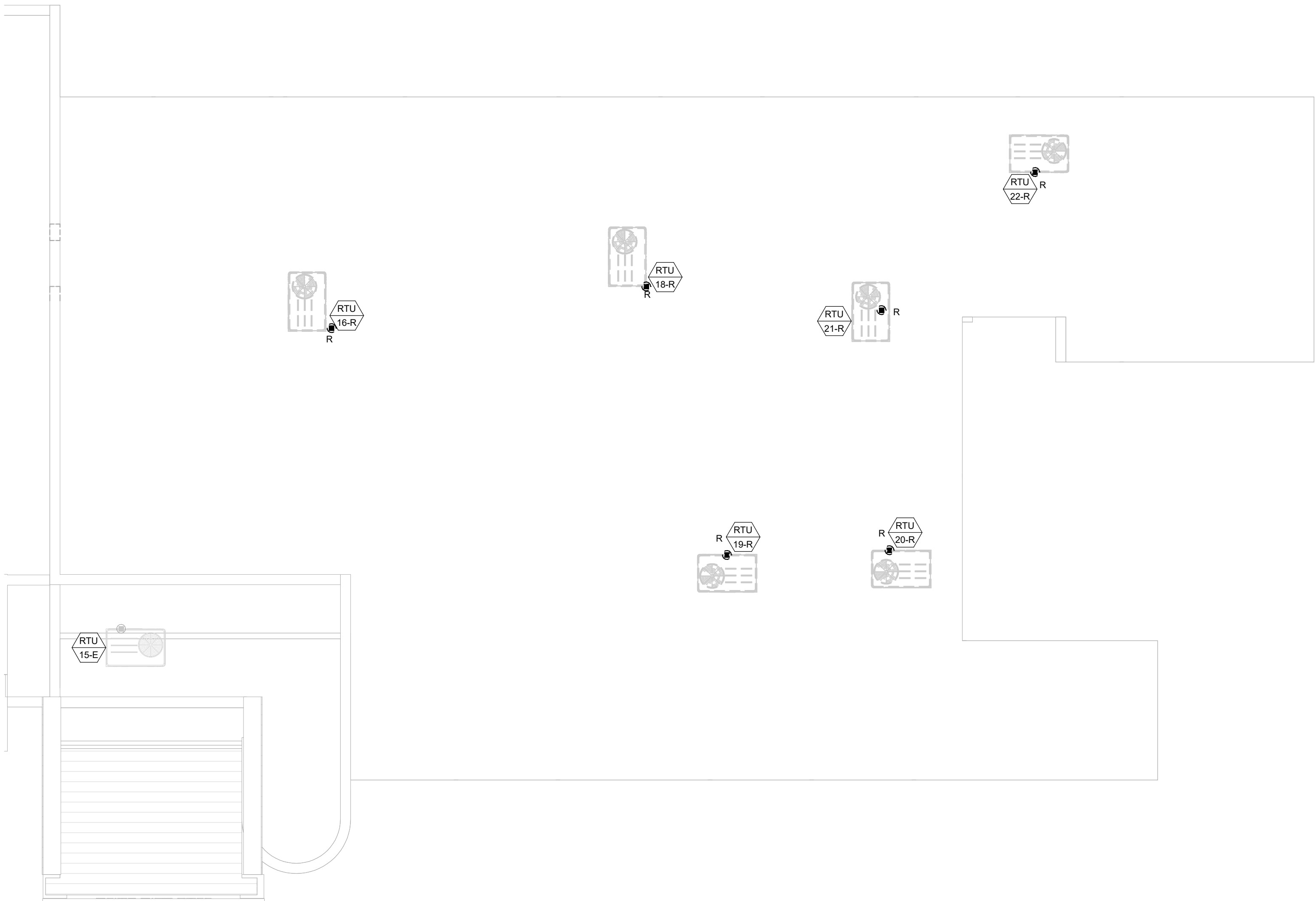
Sheet Name
FFE AND SIGNAGE PLANS

Sheet Number

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



2 ELECTRICAL - DEMOLITION - PHASE 2
1/8" = 1'-0"



1 ELECTRICAL - DEMOLITION - ROOF LEVEL PH2
1/8" = 1'-0"

ELECTRICAL DEMOLITION NOTES

- A. DEMOLITION DRAWINGS PRESENT LAYOUT OF EXISTING CONDITIONS AND MAJOR MECHANICAL/ELECTRICAL ITEMS. FIELD VERIFY EXISTING CONDITIONS AND BECOME FAMILIAR WITH EXISTING ELECTRICAL SYSTEM AND DEMOLITION SCOPE BEFORE WORK BEGINS.
- B. ADDITIONAL COMPONENTS MAY EXIST WHICH ARE NOT SHOWN. HANDLE SUCH ITEMS IN A MANNER SIMILAR TO THOSE ITEMS WHICH ARE SHOWN.
- C. REMOVE ELECTRICAL FACILITIES AND CLEAR THE AREA TO RECEIVE THE NEW WORK.
- a. REMOVE ALL CONDUIT, WIRE, BOXES, ETC., AS REQUIRED BY WALL AND CEILING DEMOLITION.
- b. IDENTIFY THE LOCATION OR ITEMS SERVED FOR ALL DISCONNECTED BRANCH CIRCUITS BEFORE DEMOLITION. MAINTAIN CIRCUITS SERVING AREAS BEYOND THE DEMOLITION AREA.
- c. REMOVE AND REINSTALL CEILING TILES AS REQUIRED TO REMOVE THE ELECTRICAL FACILITIES NOTED. REPLACE CEILING TILES DAMAGED DURING DEMOLITION.
- d. KEEP EXISTING SYSTEMS OPERATIONAL DURING ALL PHASES OF CONSTRUCTION UNLESS NECESSARY FOR DEMOLITION.
- e. OBTAIN OWNER'S PERMISSION TO SHUT OFF SERVICES OR SYSTEMS WHICH MAY AFFECT OTHER AREAS BEYOND DEMOLITION AREA. INFORM OWNER AS TO THE REASON FOR AND THE DURATION OF THE SHUTDOWN.
- f. REPAIR AT CONTRACTORS EXPENSE ANY DAMAGED CONDUIT OR WIRE NOT IDENTIFIED FOR DEMOLITION.
- g. INSTALL BLANK COVERPLATES/COVERS OVER OPENINGS AT REMOVED DEVICE LOCATIONS.
- D. ALL WIRING FOR REMODELED AREAS SHALL BE NEW UNLESS SPECIFICALLY NOTED OTHERWISE.
- E. PROTECT EXISTING DEVICES IDENTIFIED TO REMAIN OR BE RELOCATED. IF AN EXISTING DEVICE CANNOT BE REINSTALLED NOTIFY DESIGN TEAM DURING DEMOLITION. REPLACE FUNCTIONING ITEMS DAMAGED DURING DEMOLITION.
- F. REMOVED/DEMOLISHED EQUIPMENT REMAINS THE PROPERTY OF THE OWNER UNLESS OTHERWISE NOTED. VERIFY OWNERS SALVAGE SELECTIONS AND DISPOSE ALL OTHER MATERIALS.
- G. PLAN ABBREVIATIONS:
E - EXISTING ITEM TO REMAIN
ER - NEW LOCATION OF EXISTING ITEM
N - NEW ITEM IN EXISTING LOCATION
R - EXISTING ITEM TO BE REMOVED, PATCH AND/OR COVER
RN - REPLACE EXISTING WITH NEW
RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

Owner

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CLIVE CITY HALL RENOVATION -
PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager at Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan

Revision Description Date

ELECTRICAL ABBREVIATIONS			
A	DEVICE MOUNTED +8" ABOVE COUNTER TOP (VERIFY LOCATION)	NIC	NOT IN CONTRACT
AFF	ABOVE FINISHED FLOOR	NM	NONMETALLIC
ATS	AUTOMATIC TRANSFER SWITCH	NTS	NOT TO SCALE
C	CEILING	OC	ON CENTER
CB	CIRCUIT BREAKER	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
CT	CURRENT TRANSFORMER	OFOI	OWNER FURNISHED OWNER INSTALLED
E	EXISTING ITEM TO REMAIN	R	EXISTING ITEM TO BE REMOVED
EC	ELECTRICAL CONTRACTOR	RR	EXISTING ITEM TO BE REMOVED AND RELOCATED
EM	EMERGENCY LIGHT FIXTURE	RN	EXISTING ITEM TO BE REMOVED AND REPLACED WITH NEW
ER	NEW LOCATION OF EXISTING ITEM	SCCR	SHORT CIRCUIT CURRENT RATING
F	ROUGH IN FOR FUTURE DEVICE	T	TAMPER PROOF DEVICE
FAAP	FIRE ALARM ANNUNCIATOR PANEL	TCC	TEMPERATURE CONTROL CONTRACTOR
FACP	FIRE ALARM CONTROL PANEL	TV	TELEVISION
FSD	FIRE SMOKE DAMPER	TYP	TYPICAL
G	GROUND FAULT CIRCUIT INTERRUPTER	UPS	UNINTERRUPTIBLE POWER SUPPLY
GND	GROUND	V	VOLTS
KVA	KILO-VOLT-AMPERES	VA	VOLT-AMPERES
KW	KILOWATTS	WG	WIREGUARD COVER
MC	MECHANICAL CONTRACTOR	WP	WEATHERPROOF DEVICE
MCB	MAIN CIRCUIT BREAKER	WR	WEATHER RESISTANT DEVICE
MDP	MAIN DISTRIBUTION PANEL	+24"	INDICATES MOUNTING HEIGHT CENTER LINE OF DEVICE TO FINISHED FLOOR
MLO	MAIN LUGS ONLY		
N	NEW DEVICE IN EXISTING LOCATION		

GENERAL NOTES - ELECTRICAL

- COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. BEGIN INSTALLATION AND ROUGH-IN ONLY AFTER PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE PROJECT. COORDINATE WITH BUILDING STRUCTURE, ARCHITECTURE, MECHANICAL SHEET METAL, ALL PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, EQUIPMENT ACCESS/CLEARANCE, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR REWORK OF INSTALLED EQUIPMENT RESULTING FROM INSUFFICIENT COORDINATION.
- ELECTRICAL DRAWINGS ARE ONLY A PORTION OF THE COMPLETE SET OF PLANS AND CONTRACT DOCUMENTS. THE ELECTRICAL SCOPE OF WORK IS DEFINED BY THE COMPLETE SET OF CONTRACT DOCUMENTS. THIS INCLUDES BUT IS NOT LIMITED TO REFERENCING ARCHITECTURAL PLANS FOR DIMENSIONS AND DETAILS; EQUIPMENT PLANS FOR ROUGH-IN REQUIREMENTS; MECHANICAL PLANS FOR EQUIPMENT SIZES AND LOCATIONS.

INSTALLATION NOTES - ELECTRICAL

- INCREASE CONDUCTOR SIZES ON 20A 120V-1 PHASE CIRCUITS EXCEEDING 100 FEET TO CENTER OF LOAD TO ACCOUNT FOR VOLTAGE DROP.
- RACEWAYS AND BOXES ARE SHOWN DIAGRAMMATICALLY ONLY AND INDICATE GENERAL AND APPROXIMATE LOCATIONS. LAYOUTS DO NOT ALWAYS SHOW THE TOTAL NUMBER OF RACEWAYS OR BOXES FOR THE CIRCUITS REQUIRED. NOR ARE THE LOCATIONS OF INDICATED RUNS INTENDED TO SHOW THE ACTUAL ROUTING OF THE RACEWAYS.
- LIGHT FIXTURES, SWITCHES, DEVICES, ETC. ARE SHOWN IN PREFERRED LOCATION. MODIFY CONDUIT, HANGERS, CIRCUITING, ETC. TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM.
- PROVIDE A DEDICATED GREEN INSULATED GROUND CONDUCTOR TO ALL DEVICES. DO NOT USE CONDUIT SYSTEM AS THE ONLY EQUIPMENT GROUNDING METHOD.
- DO NOT INSTALL BOXES BACK-TO-BACK ON OPPOSITE SIDES OF THE SAME WALL. MAINTAIN MINIMUM OF 8" DISTANCE BETWEEN BOXES WHEREVER APPLICABLE.
- BALANCE PANEL LOADS DURING INSTALLATION. CIRCUIT NUMBERING SHOWN ON PLANS MAY BE ADJUSTED TO ACCOMMODATE.
- PROVIDE TYPED PANEL DIRECTORY AT PROJECT COMPLETION FOR NEW PANELS AND EXISTING PANELS WITH CIRCUITS MODIFIED DURING PROJECT. USE OWNER'S CURRENT ROOM NUMBERS AND EQUIPMENT NAMES. PROVIDE UNIQUE CIRCUIT IDENTIFICATION PER NEC 408.4(A).
- CONTRACTOR IS RESPONSIBLE FOR OPENINGS IN WALLS, FLOORS, CEILINGS, AND ROOFS THAT ARE REQUIRED TO COMPLETE THEIR SCOPE OF WORK. SEAL PENETRATIONS IN ACCORDANCE WITH THE RATING OF THE AFFECTED ASSEMBLY. REFER TO ARCHITECTURAL CODE PLAN FOR RATED WALLS, FLOORS, AND CEILINGS.

CODE NOTES - ELECTRICAL

- PROVIDE ELECTRICAL INSTALLATION IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES.
- THE CURRENT ADOPTED EDITION OF THE ELECTRICAL CODE IS THE STANDARD FOR THE ELECTRICAL INSTALLATION. VERIFY WITH LOCAL OFFICIALS WHEN PERMITS ARE OBTAINED. NOTIFY DESIGN TEAM OF ANY DISCREPANCIES BETWEEN THE PROJECT MANUAL OR DRAWINGS AND THE GOVERNING CODE.
- INSTALLATION SHALL FOLLOW REQUIREMENTS OF THE ADAAG - AMERICANS WITH DISABILITIES ACT.
- REFER TO PROJECT MANUAL AND PROJECT CODE REVIEW SHEET FOR LIST OF APPLICABLE CODES.
- PER NEC EVERY CIRCUIT AND CIRCUIT MODIFICATION SHALL BE LEGIBLY IDENTIFIED AS TO ITS CLEAR, EVIDENT AND SPECIFIC PURPOSE OR USE. CONTRACTOR TO PROVIDE FINAL CIRCUIT IDENTIFICATION FOR ALL NEW AND MODIFIED CIRCUITS AT PROJECT COMPLETION.

DEVICE INSTALLATION AND MATERIALS - ELECTRICAL

- PROVIDE NORMAL WIRING DEVICES AS WHITE, UNLESS OTHERWISE NOTED.
- PROVIDE DEVICES COVER PLATES AS PLASTIC, MATCH WIRING DEVICES COLOR.
- PROVIDE GFCI TYPE RECEPTACLES AT ALL LOCATIONS REQUIRED BY THE NEC.
- INSTALL WALL MOUNTED RECEPTACLES AT +18" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED.
- INSTALL WALL MOUNTED LIGHT SWITCHES AT +46" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED. EXCEPTION: INSTALL DEVICES ABOVE AN OBSTRUCTED HIGH FORWARD REACH OBSTACLE GREATER THEN 20 INCHES IN DEPTH AT +42".
- INSTALL ABOVE COUNTERTOP RECEPTACLES +8" ABOVE COUNTERTOP OR AS OTHERWISE INDICATED.
- AT A COMMON COUNTERTOP, INSTALL ALL RECEPTACLES AND SWITCHES AT THE SAME HEIGHT UNLESS OTHERWISE SPECIFICALLY INDICATED.

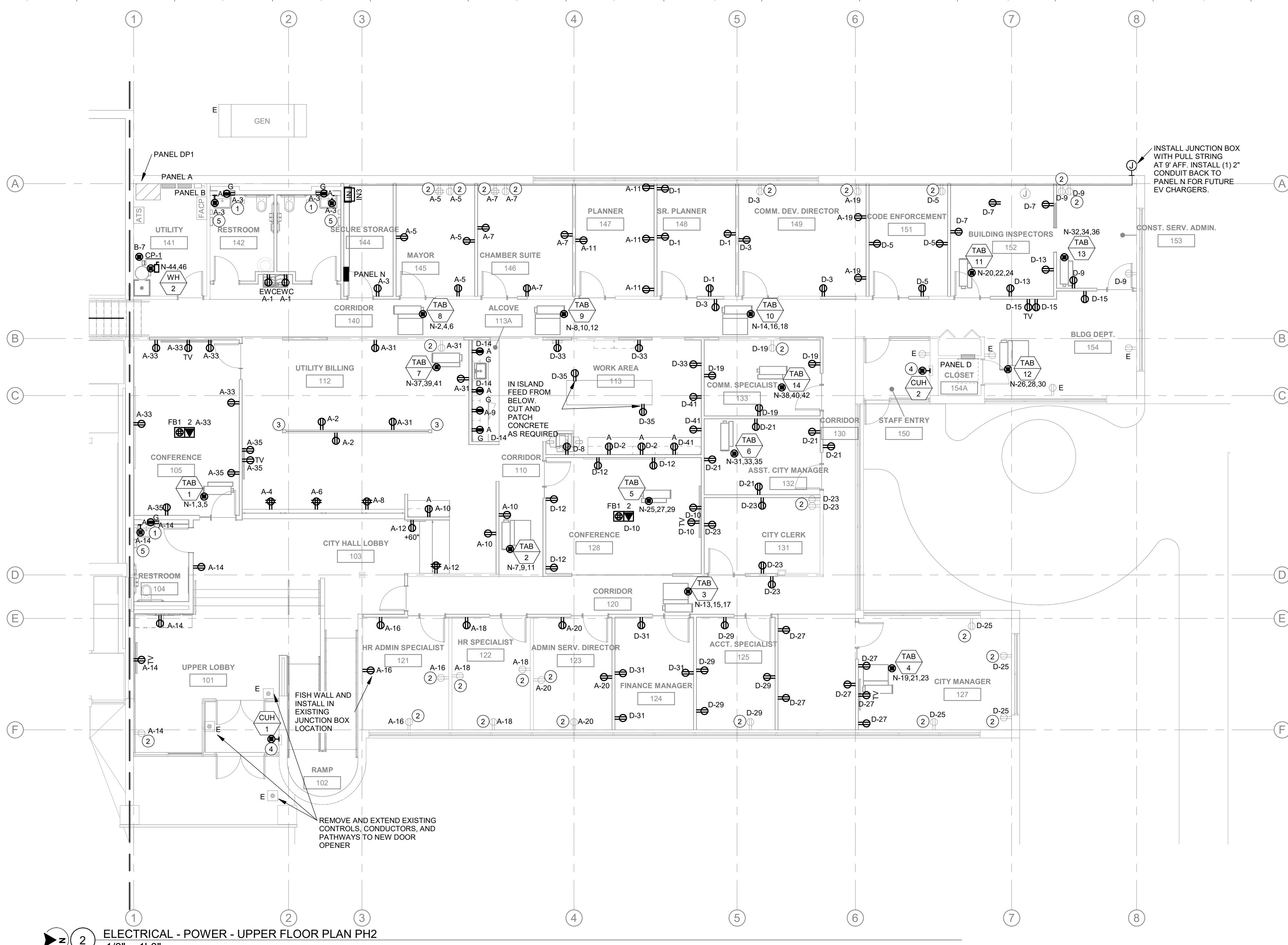
LIGHTING SYMBOLS	
	RECESSED LIGHT FIXTURE, LETTER INDICATES SWITCH LEG (TYPICAL), SHADING INDICATES EMERGENCY LIGHT (TYPICAL)
	ROUND LIGHT FIXTURE - SURFACE MOUNTED
	SQUARE LIGHT FIXTURE - SURFACE MOUNTED
	PENDANT MOUNTED LIGHT FIXTURE
	ROUND APERTURE RECESSED DOWNLIGHT FIXTURE, ARROW INDICATES WALLWASH
	SQUARE APERTURE RECESSED DOWNLIGHT FIXTURE, ARROW INDICATES WALLWASH
	SURFACE MOUNTED STRIP FIXTURE
	LINEAR PENDANT MOUNTED FIXTURE
	INDUSTRIAL STRIP LIGHT FIXTURE
	WALL MOUNTED STRIP LIGHT FIXTURE.
	TRACK LIGHTING, ELEVATION AS NOTED.
	EMERGENCY LIGHT FIXTURE, WALL MOUNT, +96" OR AS NOTED
	EMERGENCY LIGHT FIXTURE, CEILING MOUNT
	EXIT SIGN, WALL MOUNT +96", SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	EXIT SIGN, CEILING MOUNT, SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	COMBINATION EXIT SIGN & EMERGENCY LIGHT, WALL MOUNT +96", SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	COMBINATION EXIT SIGN & EMERGENCY LIGHT, CEILING MOUNT, SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	INTERIOR LIGHT FIXTURE, WALL MOUNT
	SINGLE POLE SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	THREE WAY SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	PILOT LIGHT SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	DIMMER SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	LIGHTING CONTROLS LOW VOLTAGE SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	OCCUPANCY SENSOR, WALL MOUNT +42" OR AS NOTED, NUMBER INDICATES TYPE, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	OCCUPANCY SENSOR, CEILING MOUNT, NUMBER INDICATES TYPE, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	DAYLIGHTING SENSOR, CEILING MOUNT, NUMBER INDICATES TYPE, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	LIGHTING CONNECTION, REFER TO LIGHTING FIXTURE SCHEDULE FOR FIXTURE DESCRIPTION
	EMERGENCY TRANSFER DEVICE
	LIGHTING CONTRACTOR
	RELAY
	ROOM/ZONE CONTROLLER, MOUNT ABOVE ACCESSIBLE CEILING

GENERAL SYMBOLS	
	CONDUIT SLEEVE
	CONDUIT UP, REFER TO TAG ON DRAWING FOR SIZE
	CONDUIT DOWN, REFER TO TAG ON DRAWING FOR SIZE
	JUNCTION BOX, CEILING OR FLOOR MOUNTED.
	JUNCTION BOX, WALL MOUNTED, ELEVATION AS NOTED.
	KEYNOTE
	EQUIPMENT IDENTIFICATION TAG. REFER TO EQUIPMENT CONNECTION SCHEDULE
	DETAIL DRAWING REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	SECTION CUT REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	INTERIOR ELEVATION DRAWING REFERENCE TAG

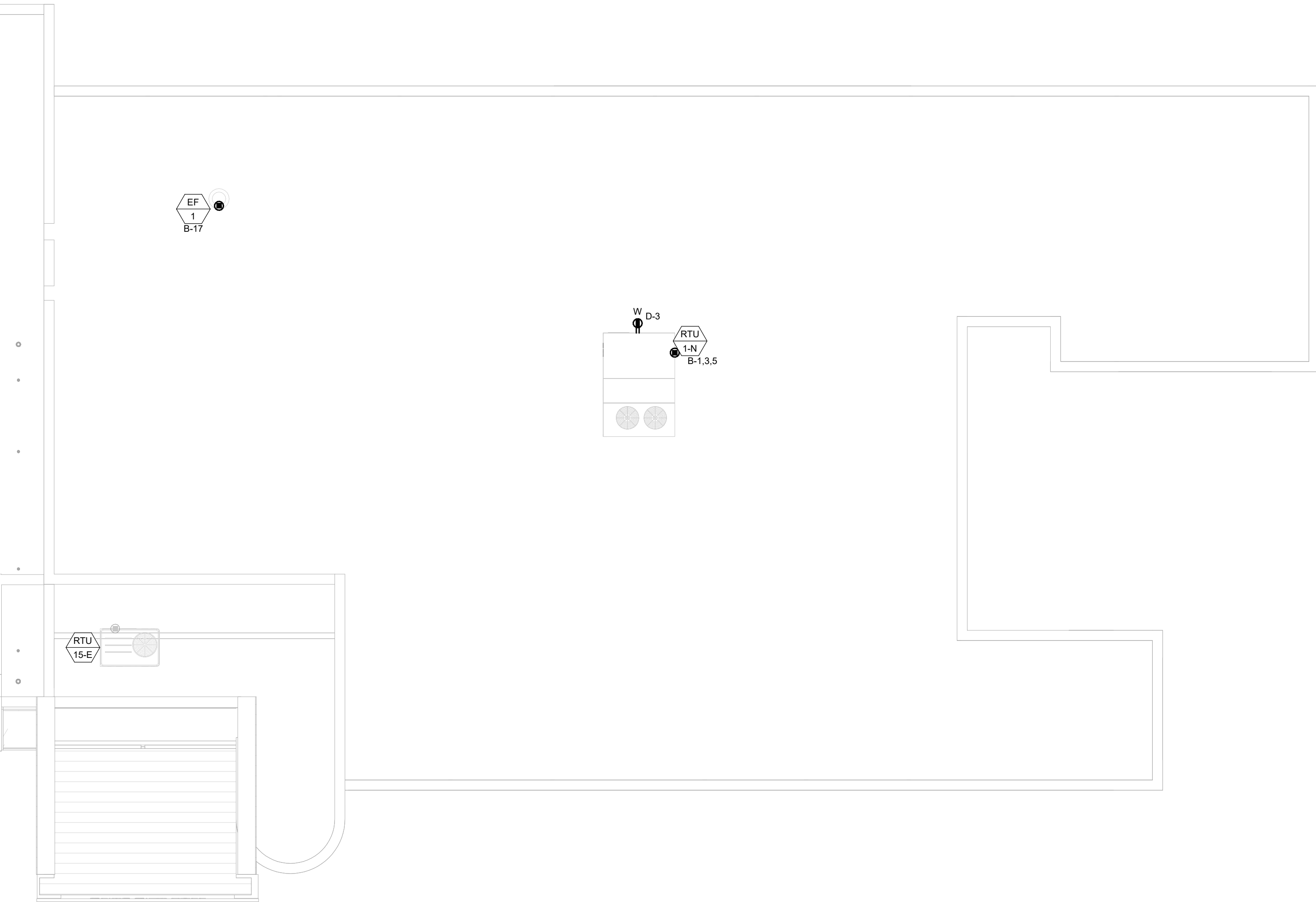
POWER SYMBOLS	
	DUPLEX RECEPTACLE, CEILING MOUNT
	DUPLEX RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED
	DUPLEX RECEPTACLE, SURFACE RACEWAY, WALL MOUNT +18", OR AS NOTED
	DUPLEX RECEPTACLE, TV POWER, COORDINATE ROUGH-IN WITH AV AND DISPLAY MOUNTING HARDWARE REQUIREMENTS, MOUNTED IN AV BOX.
	DUPLEX RECEPTACLE, TAMPER-RESISTANT, (1) USB A AND (1) USB C INTEGRAL TO DEVICE. 5A AT 5V OUTPUT MINIMUM. WALL MOUNT +18" OR AS NOTED.
	DUPLEX GFCI RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED "G" INDICATES PROTECTION INCLUDED IN DEVICE. SHADING INDICATES DEVICE PROTECTED BY EITHER UPSTREAM GFCI DEVICE OR CIRCUIT BREAKER
	DUPLEX GFCI WEATHER RESISTANT RECEPTACLE WITH WEATHER-PROOF IN-USE COVER, TAMPER-RESISTANT, WALL MOUNT +24", OR AS NOTED
	DUPLEX SWITCHED GFCI RECEPTACLE TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED
	QUADRAPLEX RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED
	QUADRAPLEX GFCI RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED "G" INDICATES PROTECTION INCLUDED IN DEVICE. SHADING INDICATES DEVICE PROTECTED BY EITHER UPSTREAM GFCI DEVICE OR CIRCUIT BREAKER
	DUPLEX RECEPTACLE IN FLOORBOX, TAMPER-RESISTANT. REFER TO SCHEDULE.
	QUADRUPLEX RECEPTACLE IN FLOORBOX, TAMPER-RESISTANT. REFER TO SCHEDULE.
	FLOOR BOX, COMBINATION POWER AND DATA ENCLOSURE. QUANTITY OF CABLES AS NOTED. DEVICES AS NOTED. REFER TO SCHEDULE.
	SPECIAL RECEPTACLE, WALL MOUNT +18", OR AS NOTED, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR RECEPTACLE TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	SPECIAL RECEPTACLE, CEILING MOUNT. REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR RECEPTACLE TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	EQUIPMENT CONNECTION, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR CONNECTION TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	EQUIPMENT CONNECTION, WALL MOUNT +18", OR AS NOTED, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR CONNECTION TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	DOOR PUSH BUTTON (WEATHERPROOF), +48" OR AS NOTED
	JUNCTION BOX, WITH PULL STRING, WALL MOUNT, REFER TO PLAN OR DETAIL FOR MOUNTING HEIGHT
	HAND DRYER, WALL MOUNT, REFER TO ARCHITECTURAL ELEVATIONS FOR MOUNTING HEIGHT.
	GROUND BAR
	UTILITY TRANSFORMER
	UTILITY METER
	SURGE PROTECTIVE DEVICE
	POWER POLE RACEWAY
	SAFETY DISCONNECT SWITCH
	EMERGENCY PUSH BUTTON
	PANELBOARD - SURFACE MOUNTED
	PANELBOARD - RECESSED IN WALL
	DISTRIBUTION PANELBOARD/SWITCHBOARD - SURFACE MOUNTED AS NOTED.
	GENERATOR

Key Plan

Revision	Description	Date
----------	-------------	------



2 ELECTRICAL - POWER - UPPER FLOOR PLAN PH2
1/8" = 1'-0"



1 ELECTRICAL - POWER - ROOF LEVEL PH2
1/8" = 1'-0"

POWER GENERAL NOTES

- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. COORDINATE ELECTRICAL REQUIREMENTS FOR MECHANICAL UNITS WITH MECHANICAL CONTRACTOR AND FINAL MECHANICAL SHOP DRAWINGS.
- C. PROVIDE PENETRATIONS REQUIRED FOR ROUTING RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- D. REFER TO TT, TA, AND TS DRAWING SETS FOR MORE ROUGH-IN REQUIREMENTS AND COORDINATION WITH TECHNOLOGY SYSTEMS.
- E. SEE ARCHITECTURAL SHEETS AND COORDINATE DEVICE LOCATIONS. IN THE EVENT OF A DISCREPANCY, NOTIFY THE ARCHITECT TO PROVIDE DIRECTION.

KEYNOTES

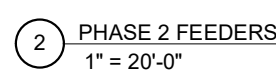
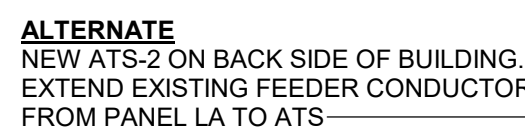
- 1 INSTALL RECEPTACLE ABOVE LEDGE IN RESTROOM.
- 2 EXISTING RECEPTACLE TO REMAIN. REFEED WITH NEW CIRCUIT IN SPACE. REPLACE EXISTING RECEPTACLE AND FACEPLATE WITH NEW.
- 3 INSTALL CONDUIT DOWN FURNITURE COLUMN FOR POWER AND DATA DOWN TO WALL.
- 4 REUSE EXISTING CIRCUIT FOR CABINET UNIT HEATER. INTERCEPT AND EXTEND CIRCUIT AS NECESSARY FOR NEW HEATER.
- 5 INSTALL POWER SUPPLY FOR LAVATORIES BELOW. COORDINATE LOCATION AND INSTALLATION WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.

Key Plan

Revision	Description	Date
Addendum #1		11.15.2024



- LIGHTING GENERAL NOTES**
- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, ALL PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. UNLESS NOTED OTHERWISE, CONNECT ALL EMERGENCY BATTERY FIXTURES WITH AN UN-SWITCHED LEG OF THE LIGHTING CIRCUIT THAT SERVES THE FIXTURES SPACE. MAINTAIN NORMAL SWITCHING SCHEME OF EMERGENCY FIXTURES UNDER NORMAL OPERATION.
- C. LIGHTING CONTROLS SENSORS SHOWN ON PLANS AT SUGGESTED LOCATIONS. VERIFY FINAL LOCATIONS AND QUANTITIES WITH MANUFACTURER GUIDELINES AND INSTALLATION RECOMMENDATIONS. COORDINATE RELOCATIONS WITH ARCHITECT'S CEILING PLAN.
- D. SEE ARCHITECTURAL SHEETS AND COORDINATE DEVICE LOCATIONS. IN THE EVENT OF A DISCREPANCY, NOTIFY THE ARCHITECT TO PROVIDE DIRECTION.

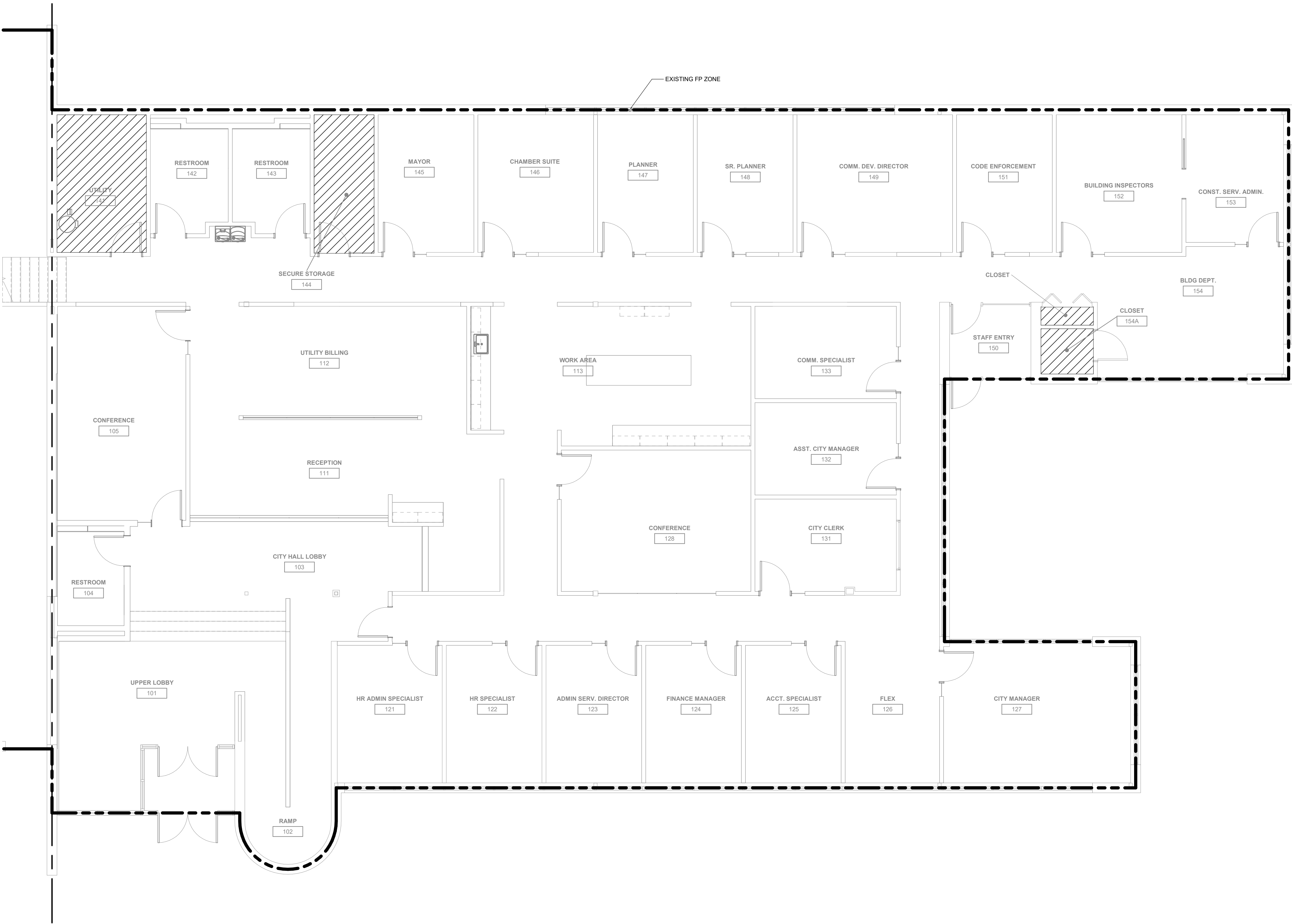


U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A

BRANCH PANEL: A				EXISTING							
LOCATION: UTILITY 141				VOLTAGE: 120/208 WYE				SCCR RATING: 10,000 A			
SUPPLY FROM: DP1				PHASES: 3				MAINS TYPE: MLO			
MOUNTING: SURFACE				WIRES: 4				MAINS RATING: 400 A			
ENCLOSURE: TYPE 1								FEED THROUGH... Yes			
NOTES: EXISTING SQUARE D NQ08 PANEL, EXISTING (24) 20A 1P BREAKERS CAN BE REUSED.											
CIRCUIT DESCRIPTION	P	AMP	CKT NO	A	B	C	CKT NO	AMP	P	CIRCUIT DESCRIPTION	
RECEPTACLE EWC (GFCI)	1	G 20 A	1	1000	360		2	20 A	1	RECEPTACLE	
RECEPTACLE	1	20 A	3		540	360	4	20 A	1	RECEPTACLE	
RECEPTACLE	1	20 A	5			1080	6	20 A	1	RECEPTACLE	
RECEPTACLE	1	20 A	7	1080	360		8	20 A	1	RECEPTACLE	
RECEPTACLE (GFCI)	1	G 20 A	9		180	540	10	20 A	1	RECEPTACLE	
RECEPTACLE	1	20 A	11			720	12	20 A	1	RECEPTACLE	
			13	900			14	20 A	1	RECEPTACLE	
			15		720		16	20 A	1	RECEPTACLE	
EXISTING POLE LIGHTS	1	-- 20 A	17			0	18	20 A	1	RECEPTACLE	
RECEPTACLE	1	20 A	19	540	720		20	20 A	1	RECEPTACLE	
			21				22				
EXISTING POLE LIGHTS	1	-- 20 A	23			0	24				
			25				26				
EXISTING MAIN ENTRY HEAT	2	-- 20 A	27		0		28				
			29			0	30				
RECEPTACLE	1	20 A	31	720			32				
RECEPTACLE	1	20 A	33		1260		34				
RECEPTACLE	1	20 A	35			720	36				
			37	0			38				
EXISTING RTU-15 TO REMAIN	3	-- 30 A	39		0		40				
			41			0	42				
FEED THROUGH LOAD:				24,442 VA		18,275 VA		19,198 VA			
				205 A		152 A		161 A			
				18,762 VA		14,675 VA		15,058 VA			
LEGEND: "G" INDICATES GFCI TYPE BREAKER, "L" INDICATES PROVIDE LOCKABLE HASP "F" INDICATES RED LOCK-ON HASP											
LOAD CLASSIFICATION	CONNECTED LOAD		DEMAND FACTOR		ESTIMATED DEMAND		PANEL TOTALS				
LIGHTING	5,089 VA		125.00%		6,361 VA						
Other	0 VA		0.00%		0 VA		TOTAL CONN. LOAD: 61,914 VA				
POWER	28,825 VA		100.00%		28,825 VA		TOTAL EST. DEMAND: 54,187 VA				
RECEPTACLE	28,000 VA		67.86%		19,000 VA		TOTAL CONN.: 172 A				
							TOTAL EST. DEMAND: 150 A				
NOTES:											

BRANCH PANEL: B				EXISTING							
LOCATION: UTILITY 141				VOLTAGE: 120/208 WYE				SCCR RATING: 10,000 A			
SUPPLY FROM: A				PHASES: 3				MAINS TYPE: MLO			
MOUNTING: SURFACE				WIRES: 4				MAINS RATING: 400 A			
ENCLOSURE: TYPE 1											
NOTES: EXISTING SQUARE D NQ08 PANELBOARD, EXISTING (27) 20A 1P BREAKERS CAN BE REUSED.											
CIRCUIT DESCRIPTION	P	AMP	CKT NO	A	B	C	CKT NO	AMP	P	CIRCUIT DESCRIPTION	
RTU-1-N	3	110 A	1	7782	0		2	20 A	-- 1	EXISTING ELECTRICAL ROOM LIGHTS	
			3		7782		4				
			5			7782	6				
CP-1	1	20 A	7	5000			8				
EXISTING FIRE ALARM	1	-- 20 A	9		0		10				
LIGHTING	1	20 A	11			607	12				
LIGHTING	1	20 A	13	1120			14				
LIGHTING	1	20 A	15		472		16				
EF-1	1	20 A	17			480	18				
EXISTING POLE POWER	1	-- 20 A	19	0			20				
INVERTER 3	1	-- 20 A	21		0		22				
			23				24				
			25				26				
			27				28				
			29				30				
			31				32				
			33				34				
			35				36				
			37				38				
			39				40				
			41				42				
EXISTING PANEL D	3	150 A	43	4860	0		44			REMOVED PANEL C - TURN OFF ONCE REMOVED	
			45		6421	0		46	150 A		-- 3
			47				6189	0	48		
							18,762 VA	14,675 VA	15,058 VA		
				157 A		122 A		126 A			
LEGEND: "G" INDICATES GFCI TYPE BREAKER, "L" INDICATES PROVIDE LOCKABLE HASP "F" INDICATES RED LOCK-ON HASP											
LOAD CLASSIFICATION		CONNECTED LOAD		DEMAND FACTOR		ESTIMATED DEMAND		PANEL TOTALS			
LIGHTING		5,089 VA		125.00%		6,361 VA					
Other		0 VA		0.00%		0 VA		TOTAL CONN. LOAD: 48,494 VA			
POWER		28,825 VA		100.00%		28,825 VA		TOTAL EST. DEMAND: 47,477 VA			
RECEPTACLE		14,580 VA		84.29%		12,290 VA		TOTAL CONN.: 135 A			
								TOTAL EST. DEMAND: 132 A			
NOTES:											

BRANCH PANEL: N				VOLTAGE: 120/208 WYE				SCCR RATING: 10,000				
SUPPLY FROM: MDP				PHASES: 3				MAINS TYPE: MLO				
MOUNTING: SURFACE				WIRES: 4				MAINS RATING: 225 A				
ENCLOSURE: TYPE 1												
NOTES:												
CIRCUIT DESCRIPTION	P	AMP	CKT NO	A	B	C	CKT NO	AMP	P	CIRCUIT DESCRIPTION		
TAB-1	3	20 A	1	333	333		2					
			3		333	333	4	20 A	3	TAB-8		
			5			333	6					
TAB-2	3	20 A	7	667	333		8					
			9		667	333	10	20 A	3	TAB-9		
			11			667	333	12				
TAB-3	3	20 A	13	667	667		14					
			15		667	667	16	20 A	3	TAB-10		
			17			667	667	18				
TAB-4	3	20 A	19	1000	333		20					
			21		1000	333	22	20 A	3	TAB-11		
			23			1000	333	24				
TAB-5	3	20 A	25	333	667		26					
			27		333	667	28	20 A	3	TAB-12		
			29			333	667	30				
TAB-6	3	20 A	31	333	333		32					
			33		333	333	34	20 A	3	TAB-13		
			35			333	333	36				
TAB-7	3	20 A	37	1000	333		38					
			39		1000	333	40	20 A	3	TAB-14		
			41			1000	333	42				
FUTURE EV	2	-- 40 A	43	0	2500		44	35 A	2	WH-2		
FUTURE EV	2	-- 60 A	45		0	2500		46				
			47				0	0	20 A	-- 1	SPARE	
			49	0	0			50	20 A	-- 1	SPARE	
FUTURE EV	2	-- 60 A	51			0	0		52	20 A	-- 1	SPARE
			53				0	0	54	20 A	-- 1	SPARE
				85 A	85 A	61 A						
LEGEND:												
"G" INDICATES GFCI TYPE BREAKER. "L" INDICATES PROVIDE LOCKABLE HASP												
"F" INDICATES RED LOCK-ON HASP												
LOAD CLASSIFICATION	CONNECTED LOAD			DEMAND FACTOR			ESTIMATED DEMAND			PANEL TOTALS		
POWER	27,000 VA			100.00%			27,000 VA			TOTAL CONN. LOAD: 27,000 VA		
										TOTAL EST. DEMAND: 27,000 VA		
										TOTAL CONN.: 75 A		
										TOTAL EST. DEMAND: 75 A		
NOTES:												



1 FIRE PROTECTION PLAN - NORTH
3/16" = 1'-0"

- GENERAL NOTES:**
- A. REFER TO M000 FOR GENERAL NOTES & SYMBOLS.
 - B. RECONFIGURE COVERAGE IN REMODELED AREAS. THE REMODELED AREAS SHALL BE FULLY SPRINKLED PER NFPA 13.
 - C. ANY PIPE SIZES INDICATED ARE ESTIMATES ONLY. FINAL SIZES SHALL BE DETERMINED BY HYDRAULIC CALCULATIONS.
 - D. REFER TO ARCHITECTURAL DRAWINGS FOR REFLECTED CEILING PLANS.
 - E. DUCTWORK HAS PRIORITY OVER SPRINKLER PIPING. COORDINATE PIPE ROUTING AND ELEVATIONS WITH DUCTWORK. RELOCATE SPRINKLER PIPING AS REQUIRED.
 - F. SPRINKLERS SHALL GENERALLY BE CONCEALED TYPE IN SPACES WITH FINISHED CEILINGS. SPRINKLERS IN SPACES WITH EXPOSED CEILINGS SHALL BE UPRIGHT.
 - G. SPRINKLER IN ELECTRICAL AND I.T. ROOMS SHALL BE SIDEWALL. DO NOT ROUTE PIPING OVER ELECTRICAL AND I.T. ROOMS.
 - H. IN REMODELED SPACES, REMOVE ALL EXISTING PIPING, HANGERS, AND SPRINKLERS TO ALLOW FOR INSTALLATION OF NEW DUCTWORK AND PIPING. INSTALL NEW PIPING AND SPRINKLERS.
 - I. SPRINKLERS IN VESTIBULES SHALL BE HIGH-TEMPERATURE, DRY-TYPE.

FIRE PROTECTION ZONES LEGEND	
	ZONE OUTLINE
	LIGHT HAZARD
	ORDINARY GROUP 1

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner:
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project:
CLIVE CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager at Agent:
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer:
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer:
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:

Revision	Description	Date
	Addendum #2	11.27.2024



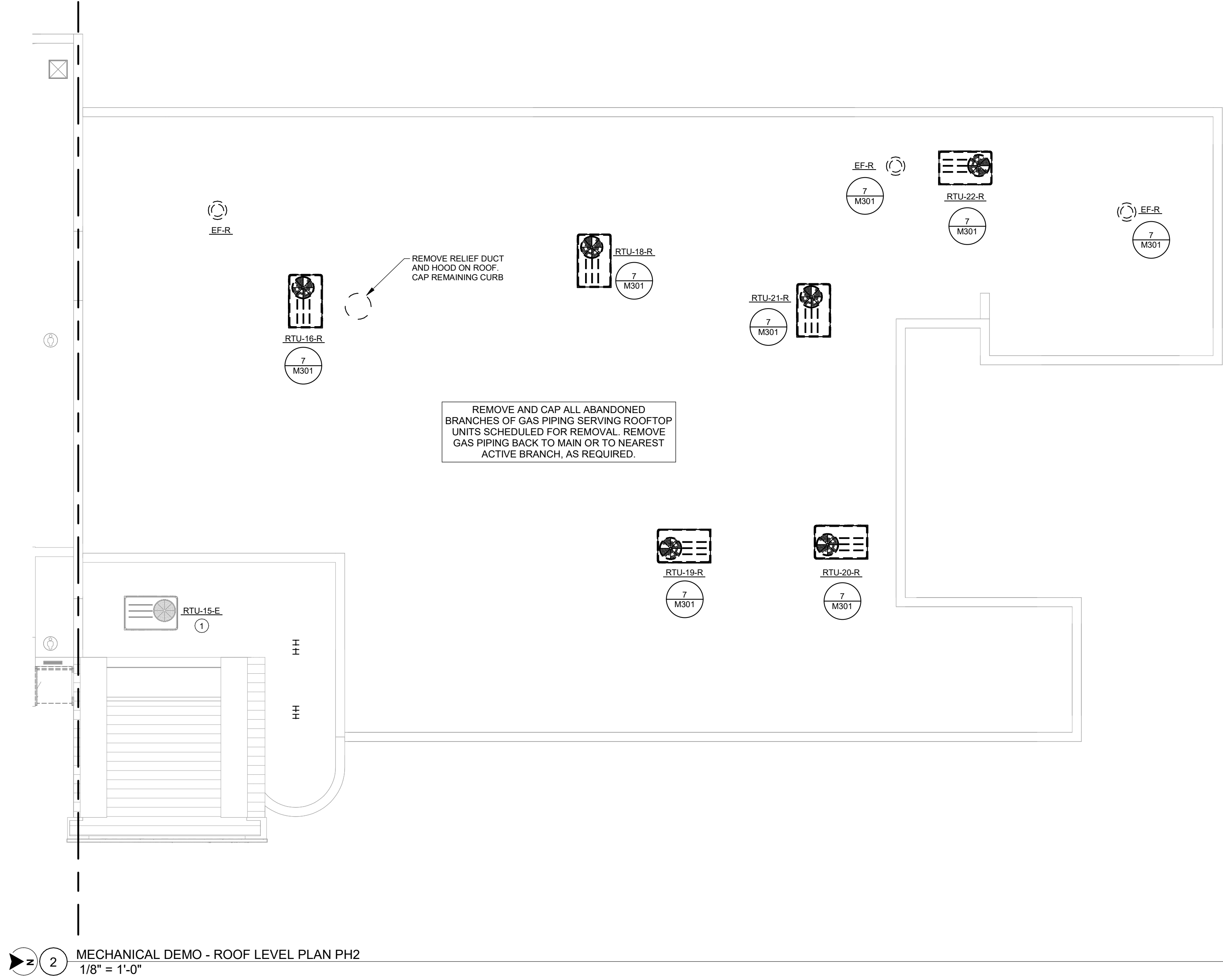
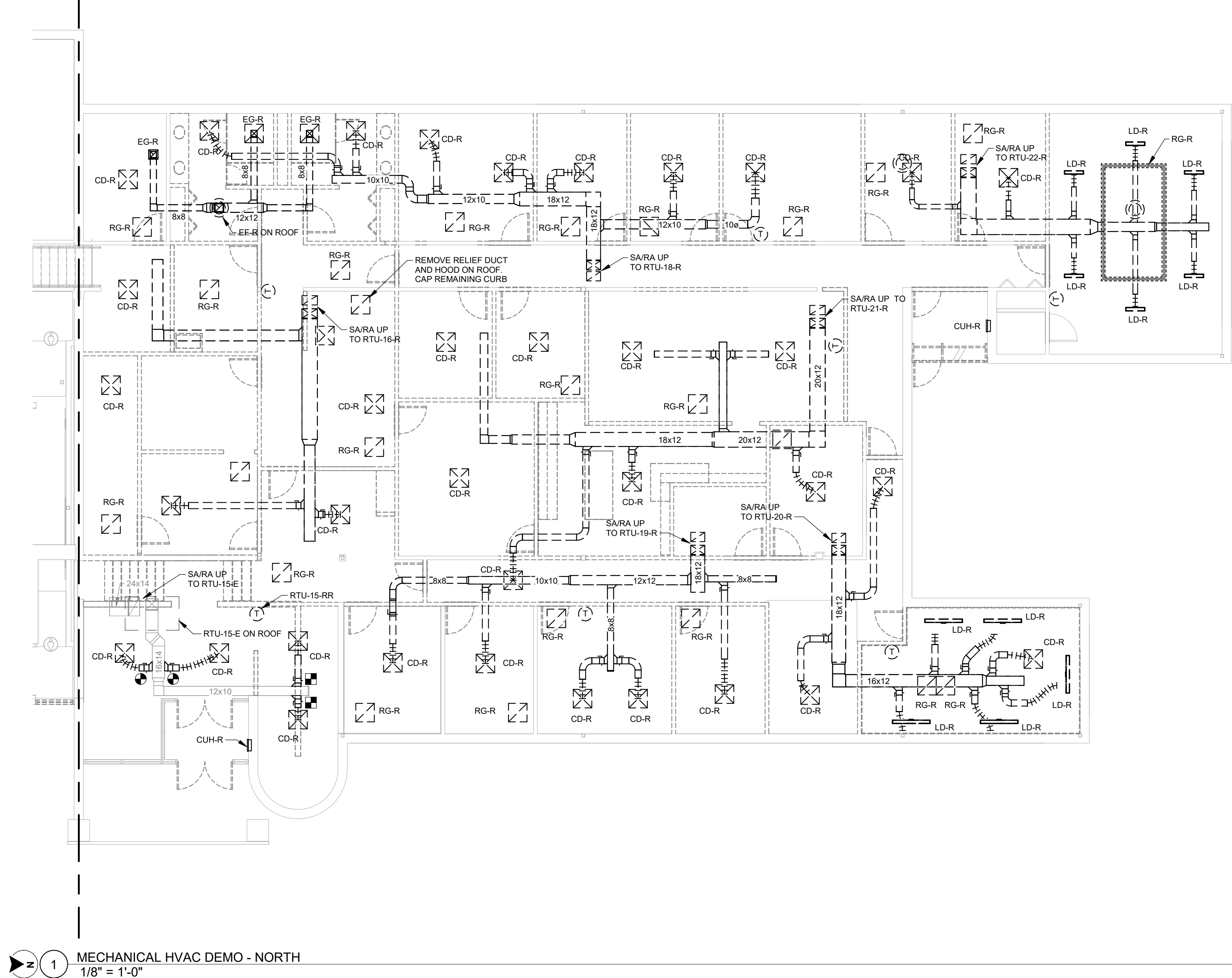
1 FIRE ALARM PLANS PH2 DEMO
1/8" = 1'-0"



2 FIRE ALARM PLANS PH2 NEW
1/8" = 1'-0"

FIRE DETECTION AND ALARM SYMBOLS	
	MANUAL FIRE ALARM PULL STATION
	FIRE ALARM ANNUNCIATOR PANEL
	FIRE ALARM CONTROL PANEL + EMERGENCY COMMUNICATIONS PANEL
	CARBON MONOXIDE DETECTOR
	COMBINATION CARBON MONOXIDE / SMOKE DETECTOR
	HEAT DETECTOR
	SMOKE DETECTOR
	SMOKE DETECTOR WITH 520Hz SOUNDER BASE
	DUCT SMOKE DETECTOR
	HORN
	COMBINATION HORN WITH STROBE
	COMBINATION SPEAKER WITH STROBE
	STROBE
	SPEAKER
	FIRE FIGHTER TELEPHONE STATION
	MAGNETIC DOOR HOLD
	SMOKE DAMPER
	COMBINATION FIRE/SMOKE DAMPER
	ADDRESSABLE INPUT MODULE; FS - SPRINKLER WATER FLOW SWITCH, TS - TAMPER SWITCH, PIV - POST INDICATOR VALVE
	ADDRESSABLE OUTPUT MODULE; SD - FAN SHUT DOWN RELAY, AM - AUDIO MUTE

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



- GENERAL NOTES:**
- A. REFER TO M000 FOR GENERAL NOTES & SYMBOLS.
 - B. EXISTING DUCTWORK IS BASED ON ROUGH ESTIMATION AND SITE OBSERVATION TO QUANTIFY DOMLITION SCOPE. CONTRACTOR TO FIELD VERIFY/REVIEW PRIOR TO STARTING REMOVAL.
 - C. PATCH WALLS, ROOFS, AND/OR FLOOR WHERE DUCTS, GRILLES, PIPES, OR EQUIPMENT ARE REMOVED. PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION.
 - D. WHERE DUCTWORK IS REMOVED, REMOVE ALL ASSOCIATED SUPPORTS.
 - E. WHERE EQUIPMENT IS REMOVED, REMOVE ALL ASSOCIATED SUPPORTS, DUCTWORK, PIPING, AND CONTROLS.
 - F. WHERE CONTROLS ARE REMOVED, REMOVE ALL ASSOCIATED WIRING. PATCH WALL OPENINGS AND PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION. IN WALLS THAT CANNOT BE PATCHED, INSTALL STAINLESS STEEL COVER PLATE.
 - G. EXISTING SYSTEM REPRESENTED BASED ON LIMITED EXISTING DRAWINGS AND FIELD INVESTIGATION. WHAT IS SHOWN ON PLANS IS TO PROVIDE ESTIMATED QUANTITIES AND SCOPE FOR BIDDING PURPOSES. AWARDED CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.
 - H. PLAN ABBREVIATIONS:
 - E - EXISTING ITEM TO REMAIN
 - ER - NEW LOCATION OF EXISTING ITEM
 - N - NEW ITEM IN EXISTING LOCATION
 - R - EXISTING ITEM TO BE REMOVED
 - RR - REPLACE EXISTING WITH NEW
 - RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

KEYNOTES #

1 EXISTING TO REMAIN.

PLUMBING - NOTES

- COORDINATE WORK WITH ALL OTHER TRADES AS DESCRIBED IN MECHANICAL GENERAL NOTE #1.
- PROVIDE A COMPLETE PLUMBING SYSTEM INCLUDING PIPE, INSULATION, HANGERS, SUPPORTS, EQUIPMENT, WATER HEATERS, FIXTURES, MIXING VALVES, VALVES, ACCESSORIES AND SPECIALTIES. INSTALL ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. SIZE AND INSTALL PLUMBING SYSTEM PER PLUMBING CODE. COMPLY WITH ALL LOCAL AND STATE CODES AND OWNER'S REQUIREMENTS.
- DRAWING PLANS, SCHEMATICS, AND DIAGRAMS INDICATE GENERAL LOCATION AND ARRANGEMENT OF PLUMBING SYSTEM.
- EXISTING PLUMBING DISTRIBUTION AND EQUIPMENT SHOWN ARE BASED ON NON-DESTRUCTIVE SITE OBSERVATION AND AS-BUILT DOCUMENTS PROVIDED BY THE OWNER. FIELD VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATING UNDER FLOOR PIPING AND PIPING CONCEALED IN BUILDING ASSEMBLIES WHERE WORK IS REQUIRED.
- SEAL ALL WALL PIPE PENETRATIONS. PROVIDE THROUGH-PENETRATION FIRESTOPPING WHERE REQUIRED. REFER TO ARCHITECTURAL DRAWINGS FOR WALL, FLOOR, AND CEILING ASSEMBLY RATINGS.
- CONTINUE PIPE INSULATION THROUGH WALL, FLOOR, AND CEILING PENETRATIONS UNBROKEN. SEAL AROUND PIPE INSULATION AT PENETRATIONS.
- VERIFY WITH ENGINEER FOR ANY FIXTURES NOT TAGGED OR PIPED PRIOR TO ANY WORK. CONTRACTOR IS RESPONSIBLE FOR ALL PLUMBING FIXTURES SHOWN ON ARCHITECTURAL DRAWINGS; TAGGED OR NOT TAGGED ON PLUMBING / MECHANICAL DRAWINGS UNLESS SPECIFICALLY NOTED AS EXCLUDED FROM SCOPE.

FIRE PROTECTION - NOTES

- COORDINATE WORK WITH ALL OTHER TRADES AS DESCRIBED IN MECHANICAL GENERAL NOTE #1.
- PROVIDE A COMPLETE FIRE PROTECTION SYSTEM INCLUDING PIPE, SPRINKLERS, COVERS, VALVES, FLOW SWITCHES, HANGERS, SUPPORTS, EQUIPMENT, AND ALL APPURTENANCES. INSTALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. SIZE AND INSTALL FIRE PROTECTION SYSTEM PER NFPA 13. COMPLY WITH ALL LOCAL AND STATE CODES AND REQUIREMENTS.
- DRAWING PLANS, SCHEMATICS, AND DIAGRAMS INDICATE GENERAL LOCATION AND ARRANGEMENT OF FIRE PROTECTION SYSTEM. ROUTE PIPING TO AVOID AND/OR MINIMIZE CONFLICT WITH OTHER TRADES. PIPING REQUIRED TO BE SLOPED HAS PRIORITY IN COORDINATION.
- LOCATE SPRINKLER HEADS TO PROVIDE SUFFICIENT COVERAGE IN INDIVIDUAL SPACES WITHOUT CONFLICT WITH LIGHTS, DIFFUSERS, AIR TERMINALS, AND OTHER CEILING ELEMENTS.
- PROVIDE MANUAL DRAIN VALVES AT ALL LOW POINTS IN THE SYSTEM WHERE OFFSETS ARE REQUIRED TO AVOID COORDINATION CONFLICTS.
- CENTER SPRINKLER HEADS WITHIN CEILING TILES OR AS INDICATED ON THE ARCHITECTURAL REFLECTED CEILING PLAN (RCP) UNLESS INDICATED OTHERWISE.
- INSTALL DRY TYPE HEADS TO COVER EXTERIOR CANOPIES OR AREAS EXPOSED TO FREEZING CONDITIONS.
- DO NOT INSTALL SPRINKLER MAINS SHALL THROUGH COMMUNICATION OR ELECTRICAL ROOMS. INSTALL SIDEWALL SPRINKLER HEADS IN COMMUNICATION AND ELECTRICAL ROOMS WITH NO PIPING INSIDE THE ROOM WHENEVER POSSIBLE.
- DO NOT INSTALL SPRINKLER PIPING OR SPRINKLERS THAT ENCR OACH ON THE REQUIRED CLEARANCE OF ANY OTHER EQUIPMENT. RELOCATE PIPING AND HEADS WHERE CLEARANCES ARE OBSTRUCTED.
- INCLUDE COST TO REMOVE AND REPLACE ALL EXISTING PIPING IN OUTLINED SCOPE OF WORK AREA, AS THE EXISTING PIPING MAY CONFLICT WITH NEW DUCTWORK. NEW DUCTWORK HAS PRIORITY OVER NEW AND EXISTING SPRINKLER PIPING.



GENERAL NOTE:

UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN SHOWN BASED UPON INFORMATION OBTAINED FROM FIELD LOCATIONS BY UTILITY COMPANIES, AVAILABLE SURVEYS AND RECORDS. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS ALSO POSSIBLE THAT THERE MAY BE OTHER UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES IN EXISTENCE THAT ARE NOT SHOWN. IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PARTY REFERENCING THIS PLAN TO DETERMINE THE EXACT LOCATION AND TYPE OF UNDERGROUND FACILITIES ON THE SITE. HAND EXCAVATE AT CRITICAL POINTS AS NECESSARY TO VERIFY LOCATIONS, SIZES, ELEVATIONS, FLOW LINES, ETC. IF A PROBLEM OR INTERFERENCE EXISTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING.

MECHANICAL ABBREVIATIONS

ABSOR	ABSORPTION	FT	FINTURE
ACU	AIR CONDITIONING UNIT	FTG	FOOTING
AD	ACCESS DOOR OR AREA DRAIN	GA	GAGE
AF	ABOVE FINISHED FLOOR	GAL	GALLON
AFG	ABOVE FINISHED GRADE	GALV	GALVANIZED
AHU	AIR HANDLING UNIT	GC	GENERAL CONTRACTOR
AV	AIR VENT	GW	GREASE WASTE
BOT	BOTTOM	GPM	GALLONS PER HOUR
BTU	BRITISH THERMAL UNIT	GPM	GALLONS PER MINUTE
BTUH	BTU PER HOUR	HR	HOUR
BV	BALL VALVE	HTG	HEATING
CA	COMPRESSED AIR	HB	HOSE BIBB
CB	CATCH BASIN	ISP	INTERNAL STATIC PRESSURE
CENT	CENTRIFUGAL	JR	JANITOR RECEPTOR
CFM	CUBIC FEET PER MINUTE	LAV	LAVATORY
CI	CAST IRON	LDBT	LEAVING DRY BULB
CL	CENTER LINE	LDBT	TEMPERATURE
COND	CONDENSATE	LWT	LEAVING WATER
CO	CLEAN OUT	TEMP	TEMPERATURE
CONC	CONCRETE	LWBT	LEAVING WET BULB
CONTR	CONTRACTOR	MB	MOTOR BASIN
CP	CONDENSATE PUMP/CIRC. PUMP	MBH	1000 BTUH
CJ	COPPER	MC	MECHANICAL CONTRACTOR
CUH	CABINET UNIT HEATER	MECH	MECHANICAL
CWP	CIRCULATING WATER PUMP	MH	MANHOLE
DDC	DIRECT DIGITAL CONTROLS	NTS	NOT TO SCALE
DN	DOWN	OD	OVERFLOW ROOF DRAIN
DR	DRAIN	PC	PLUMBING CONTRACTOR
DS	DOWNSPOUT	PSI	POUNDS PER SQUARE INCH
EA	EXHAUST AIR	PRV	POWER ROOF VENTILATOR
EAT	EXHAUST AIR TEMPERATURE	PRV	PRESSURE REDUCING VALVE
EC	ELECTRICAL CONTRACTOR	PV	PRESSURE VENT
EDBT	ENTERING DRY BULB	PVC	POLYVINYL CHLORIDE
TEMPERATURE	TEMPERATURE	RA	RETURN AIR
EEW	EMERGENCY EYE WASH	RD	ROOF DRAIN
EF	EXHAUST FAN	RH	RELATIVE HUMIDITY
EJ	EXPANSION JOINT	RTU	ROOF TOP UNIT
EQUIP	EQUIPMENT	RV	RELIEF VALVE
ESE	EMERGENCY SHOWER/EYEWASH	RVT	ROOF VENT TERMINATION
EST	EXTERNAL STATIC PRESSURE	SA	SINK
EWBT	ENTERING WET BULB	SH	SHOWER
FD	FLOOR DRAIN	SH	STORM OVERFLOW
EW	ELECTRIC WATER COOLER	ST	STORM
EWT	ENTERING WATER	TCC	TEMPERATURE CONTROL
EX	EXISTING	CONTRACTOR	CONTRACTOR
EXH	EXHAUST	TYP	TYPICAL
EXP	EXPANSION	UH	UNIT HEATER
FAI	FRESH AIR INTAKE	UR	URNAL
FCU	FAN COIL UNIT	UV	UNIT VENTILATOR
FD	FLOOR DRAIN	VA	VENTILATION AIR
FDC	FIRE DEPARTMENT CONNECTION	VTR	VENT THROUGH ROOF
FLEX	FLEXIBLE	WB	WALL BOX - CONDENSATE
FLR	FLOOR	WC	WATER CLOSET
FPM	FEET PER MINUTE	WHA	WATER HAMMER ARRESTOR
FPS	FEET PER SECOND	WH	WATER HEATER
FS	FLOOR SINK		
FSEC	FOOD SERVICE EQUIPMENT CONSULTANT		

MECHANICAL - GENERAL NOTES

- COORDINATE MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. BEGIN INSTALLATION AND ROUGH-IN AFTER COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION IS COMPLETE. COORDINATE BUILDING STRUCTURE, ARCHITECTURAL ASSEMBLIES, SHEET METAL, ALL PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR REWORK ASSOCIATED WITH FAILURE TO COORDINATE.
- INCORPORATE MECHANICAL SPECIFICATIONS, DRAWINGS, STATE AND LOCAL CODES, AND OWNER STANDARDS INTO WORK.
- WARNING - CALL 48 HOURS BEFORE YOU DIG: LAW REQUIRES ANYONE DOING ANY EXCAVATION, FENCING, PLANTING OR DRILLING TO CALL 48 HOURS IN ADVANCE. HAND DIG WITHIN 18 INCHES OF ANY LOCATE MARK OR FLAG. ONE CALL 811.
- REFER TO ARCHITECTURAL SPECIFICATIONS FOR THROUGH-PENETRATION FIRESTOPPING AND TO ARCHITECTURAL CODE PLAN FOR FIRE RATED WALLS, FLOORS, AND CEILINGS. EACH TRADE IS RESPONSIBLE TO FIRESTOP PENETRATIONS THROUGH RATED ASSEMBLIES.
- EACH TRADE IS RESPONSIBLE FOR MAKING PENETRATIONS WHERE REQUIRED IN EXISTING WALLS, FLOORS, CEILINGS, AND ROOFS. MAKE PENETRATIONS NEAT. PATCH, CONCEAL, OR CAULK OVERCUT.
- COVER EXPOSED WALL PENETRATIONS WITH ESCUTCHEONS OR SHEET METAL AS APPROPRIATE.
- CAULK ALL CONCEALED AND EXPOSED PIPING AND DUCT WALL PENETRATIONS TO PREVENT NOISE TRANSFER BETWEEN SPACES.
- CREATE OPENINGS IN THE BUILDING THAT ARE REQUIRED TO REMOVE EXISTING ITEMS AND TO BRING IN NEW EQUIPMENT. PATCH ALL OPENINGS CREATED AND FINISHED WITH MATERIALS TO MATCH EXISTING CONDITIONS. INCLUDE THIS NOTE IN BID.

MECHANICAL – DEMOLITION NOTES

- MECHANICAL DEMOLITION DRAWINGS SHOWING EXISTING CONDITIONS HAVE BEEN PREPARED BASED ON NON-DESTRUCTIVE FIELD OBSERVATION AND AS-BUILT DRAWINGS PROVIDED BY THE OWNER. FIELD VERIFY EXISTING SYSTEMS BEFORE BEGINNING WORK. NOTIFY ARCHITECT/ENGINEER IF EXISTING CONDITIONS ARE MATERIALLY DIFFERENT THAN THOSE SHOWN ON THE PLANS.
- BE FAMILIAR WITH EXISTING MECHANICAL SYSTEMS THAT WILL BE AFFECTED BY THE DEMOLITION WORK. OBTAIN PERMISSION FROM THE OWNER'S REPRESENTATIVE TO SHUT OFF SERVICES OR SYSTEMS THAT AFFECT AREAS BEYOND THE LIMITS OF THE IMMEDIATE DEMOLITION AREA. INFORM THE OWNER'S REPRESENTATIVE OF THE REASON FOR AND DURATION OF THE SHUT-DOWN. MINIMIZE IMPACT TO OTHER AREAS. PROCEED WITH THE SHUT-DOWN AFTER PERMISSION FROM THE OWNER IS GRANTED.
- REMOVE PIPING, HANGERS, DUCTWORK, GRILLES, REGISTERS, DIFFUSERS, ETC. THAT ARE INDICATED TO BE REMOVED IN A TIMELY MANNER IN ACCORDANCE WITH THE GENERAL DEMOLITION SPECIFICATIONS. COORDINATE WITH THE OWNER AND OTHER CONTRACTORS.
- UNLESS EQUIPMENT TO BE REMOVED IS NOTED AS OWNER'S SALVAGE, DISPOSE OF EQUIPMENT AND/OR MATERIALS INDICATED TO BE REMOVED PROMPTLY.
- REMOVE ALL ABANDONED PIPING AND DUCTWORK THAT IS EXPOSED OR ACCESSIBLE WITHOUT WALL OR CEILING DEMOLITION. REFER TO ARCH PLANS FOR CEILINGS TO BE REMOVED.
- REPAIR OR REPLACE TELECOMMUNICATIONS FACILITIES OR EQUIPMENT FOUND TO BE DAMAGED OR NON-FUNCTIONAL AFTER SUBSTANTIAL COMPLETION.

HVAC - NOTES

- COORDINATE WORK WITH ALL OTHER TRADES AS DESCRIBED IN MECHANICAL GENERAL NOTE #1.
- PROVIDE A COMPLETE HVAC SYSTEM, INCLUDING SUPPLY, RETURN, EXHAUST, AND VENTILATION DUCTWORK, MECHANICAL EQUIPMENT, SUPPORTS, HANGERS, DIFFUSERS, GRILLES, REGISTERS, AND ALL APPURTENANCES. INSTALL ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. INSTALL SYSTEM TO MEET ALL CITY AND STATE CODES AND REQUIREMENTS.
- DRAWING PLANS, SCHEMATICS, AND DIAGRAMS INDICATE GENERAL LOCATION AND ARRANGEMENT OF DUCT SYSTEM, INDICATED DUCT LOCATIONS, CONFIGURATIONS, AND ARRANGEMENTS WERE USED TO SIZE DUCTS AND CALCULATE FRICTION LOSS FOR AIR. HANDLING EQUIPMENT SIZING AND FOR OTHER DESIGN CONSIDERATIONS. INSTALL DUCT SYSTEMS AS INDICATED UNLESS DEVIATIONS TO LAYOUT ARE APPROVED BY ARCHITECT/ENGINEER.
- ALL DUCT DIMENSIONS INDICATED ARE INTERIOR FREE AREA DUCT DIMENSIONS AND DO NOT INCLUDE INSULATION REQUIREMENTS.
- SEAL ALL WALL AND FLOOR DUCT PENETRATIONS. PROVIDE FIRE CAULKING ASSEMBLIES FOR PENETRATIONS OF RATED ASSEMBLIES. REFER TO ARCHITECTURAL DRAWINGS FOR ASSEMBLY RATINGS.
- CONTINUE DUCT AND PIPE INSULATION THROUGH WALLS, FLOORS, AND CEILING PENETRATIONS UNBROKEN, EXCEPT WHERE FIRE OR FIRE/SMOKE DAMPERS ARE INSTALLED IN DUCTWORK. SEAL AROUND DUCT INSULATION AT WALL PENETRATIONS.

PIPING LEGEND - PLUMBING

AV	---	ACID VENT
AW	---	ACID WASTE
CA	---	COMPRESSED AIR
CW	---	DOMESTIC COLD WATER
HW	---	DOMESTIC HOT WATER
DSW	---	DOMESTIC SOFT WATER
GW	---	GREASE WASTE
G	---	NATURAL GAS
GV	---	NATURAL GAS VENT
NPCW	---	NON-POTABLE COLD WATER
NPHW	---	NON-POTABLE HOT WATER
NPSW	---	NON-POTABLE SOFT WATER
OSW	---	OIL / SAND WASTE
PA	---	PROCESSED AIR
LP	---	PROPANE
PD	---	PUMPED DISCHARGE
RHW	---	RECIRCULATING HOT WATER
SAN	---	SANITARY
ST	---	STORM
SO	---	STORM OVERFLOW
P	---	TRAP PRIMER
V	---	VENT

PIPING LEGEND - FIRE PROTECTION

FPD	---	FIRE PROTECTION DRY
FPF	---	FIRE PROTECTION PRE-ACTION
FPW	---	FIRE PROTECTION WET

PIPE FITTINGS

SINGLE LINE	DOUBLE LINE
ELBOW	ELBOW
ELBOW - DOUBLE BRANCH	ELBOW - DOUBLE BRANCH
ELBOW - OUTLET DOWN	ELBOW - OUTLET DOWN
ELBOW - OUTLET UP	ELBOW - OUTLET UP
ELBOW - LONG RADIUS	ELBOW - LONG RADIUS
ELBOW - SHORT RADIUS	ELBOW - SHORT RADIUS
45° ELBOW	45° ELBOW
TEE - VENT	TEE - VENT
TEE - SANITARY	TEE - SANITARY
TEE - OUTLET DOWN	TEE - OUTLET DOWN
TEE - OUTLET UP	TEE - OUTLET UP
TEE - SIDE OUTLET DOWN	TEE - SIDE OUTLET DOWN
TEE - SIDE OUTLET UP	TEE - SIDE OUTLET UP
CROSS - VENT	CROSS - VENT
CROSS - SANITARY	CROSS - SANITARY
LATERAL	LATERAL
TEE - SINGLE SWEEP "COMBO WYE"	TEE - SINGLE SWEEP "COMBO WYE"
REDUCER - CONCENTRIC	REDUCER - CONCENTRIC
REDUCER - ECCENTRIC	REDUCER - ECCENTRIC
CAPPED CONNECTION	CAPPED CONNECTION
FLANGED CONNECTION	FLANGED CONNECTION

PLUMBING ACCESSORY LEGEND

HB	HOSE BIBB
RH	ROOF HYDRANT
CO	CLEAN OUT
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
#\"/>	VENT THRU ROOF (# DENOTES PIPE DIAMETER)
RD / ORD	ROOF DRAIN / OVERFLOW ROOF DRAIN
RD	COMBO ROOF/OVERFLOW DRAIN
LT	LAMB TONGUE
	BACKFLOW PREVENTER
	VALVE - BALL / SHUT-OFF

NOTE: ALL SYMBOLS MAY NOT APPLY TO THIS PROJECT

GENERAL SYMBOLS

	EXISTING = HALFTONE LINEWORK
	NEW = DARK LINEWORK
	DEMO = DASHED DARK LINEWORK
	BELOW GRADE = LONG DASHED DARK LINEWORK
	NEW CONNECTION POINT
	POINT OF DISCONNECT
	KEYNOTE
	EQUIPMENT IDENTIFICATION TAG
	DETAIL DRAWING REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	SECTION CUT REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	INTERIOR ELEVATION DRAWING REFERENCE TAG

H.V.A.C. / DUCTWORK SYMBOLS

RECT.	RND.	OVAL
SUPPLY (SA), OUTSIDE (OA), VENTILATION (VA) AIR DUCT (UP / DOWN / SECTION)		
RETURN (RA) AIR DUCT (UP / DOWN / SECTION)		
EXHAUST (EA) AIR DUCT (UP / DOWN / SECTION)		
RECTANGULAR DUCT (WIDTH / HEIGHT / SYSTEM)		
ROUND DUCT (DIAMETER / SYSTEM)		
FLAT OVAL DUCT (WIDTH / HEIGHT / SYSTEM)		
SUPPLY DIFFUSER		
SUPPLY REGISTER OR GRILLE		
LINEAR SLOT DIFFUSER		
RETURN REGISTER OR GRILLE		
EXHAUST REGISTER OR GRILLE		
DUCT ACCESS DOOR		
DUCT END CAP		
TURNING VANES		
VAV TERMINAL UNIT		
FLEXIBLE DUCTWORK		
ELEVATION CHANGE (RISE OR DROP)		
HIGH EFF. TAKE OFF FITTING w/ VOLUME DAMPER		
BACKDRAFT DAMPER		
OPPOSED BLADE DAMPER		
PARALLEL BLADE DAMPER		
VOLUME DAMPER		
FIRE DAMPER		
SMOKE DAMPER		
FIRE/SMOKE DAMPER		
MOTORIZED ACTUATOR		
THERMOSTAT		
CARBON MONOXIDE SENSOR		
HUMIDISTAT		
SIDE WALL DIFFUSER		
ROUND DIFFUSER		
EXTERIOR LOUVER		
FIXTURE IDENTIFICATION TAG NECK SIZE / CFM		

PIPING LEGEND - MECHANICAL

CD	---	CONDENSATE DRAIN
PC	---	PUMPED CONDENSATE
RS	---	REFRIGERANT GAS
RL	---	REFRIGERANT LIQUID

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. are instruments of service and shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and/or other reserved rights, including the copyright thereto.

Owner:
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project:
CLIVE CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager at Large:
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer:
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer:
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:

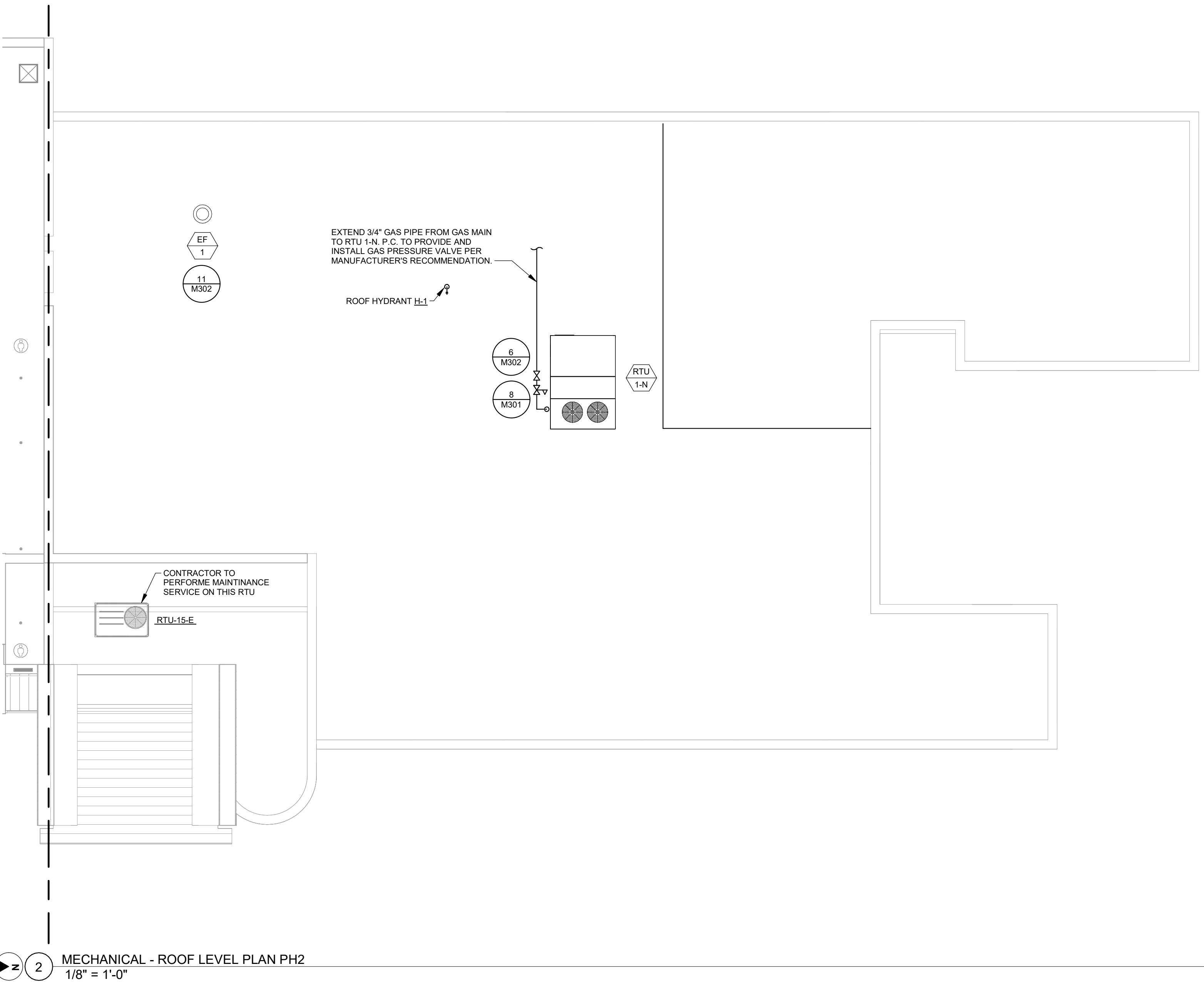
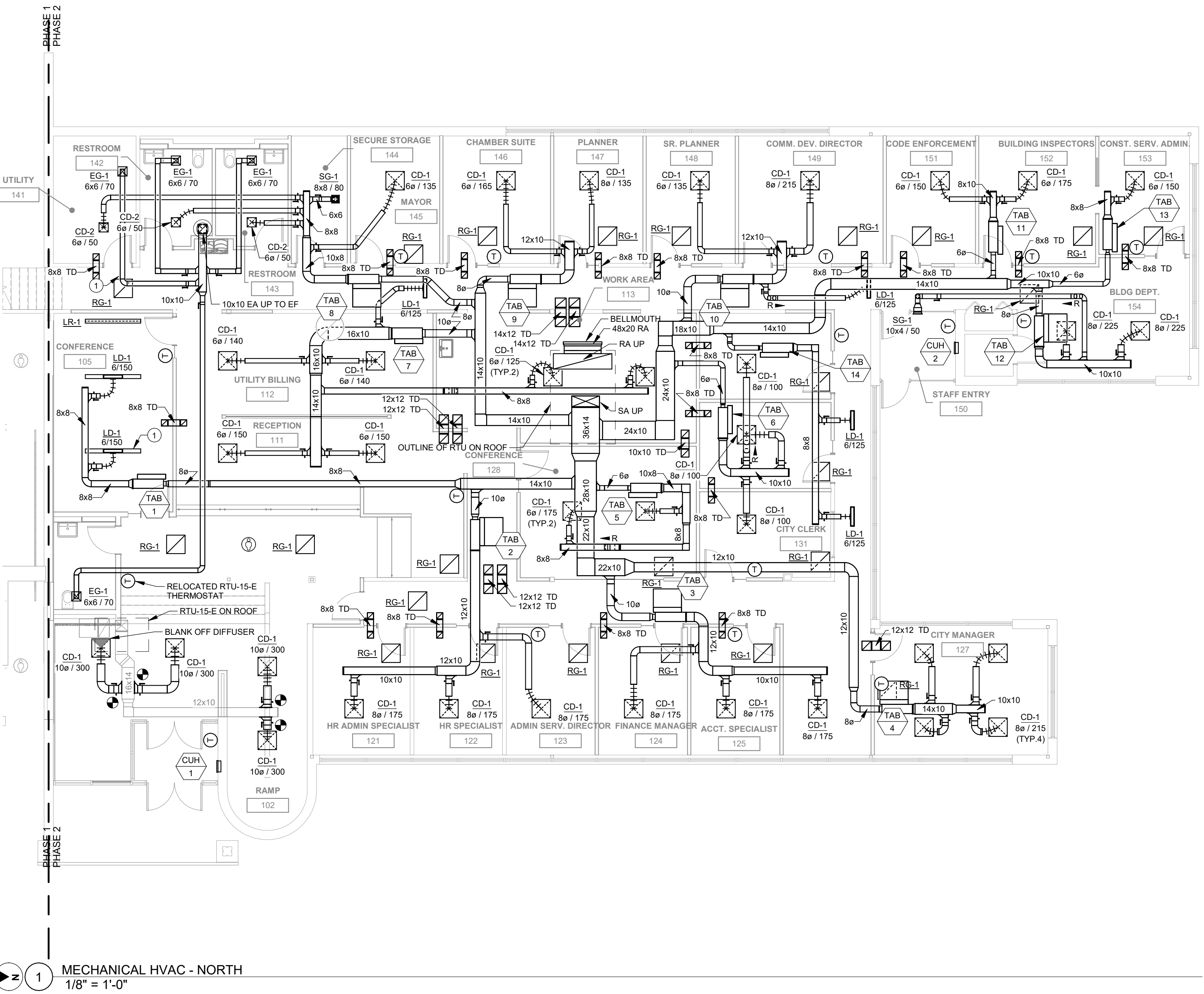
Revision Description Date

OPN Project No:
24811002

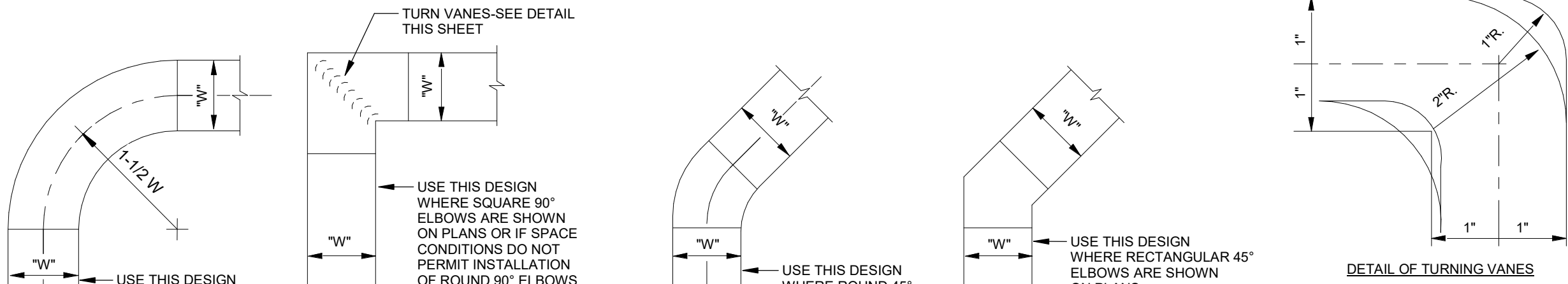
Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
MECHANICAL GENERAL NOTES & SYMBOLS

Sheet Number

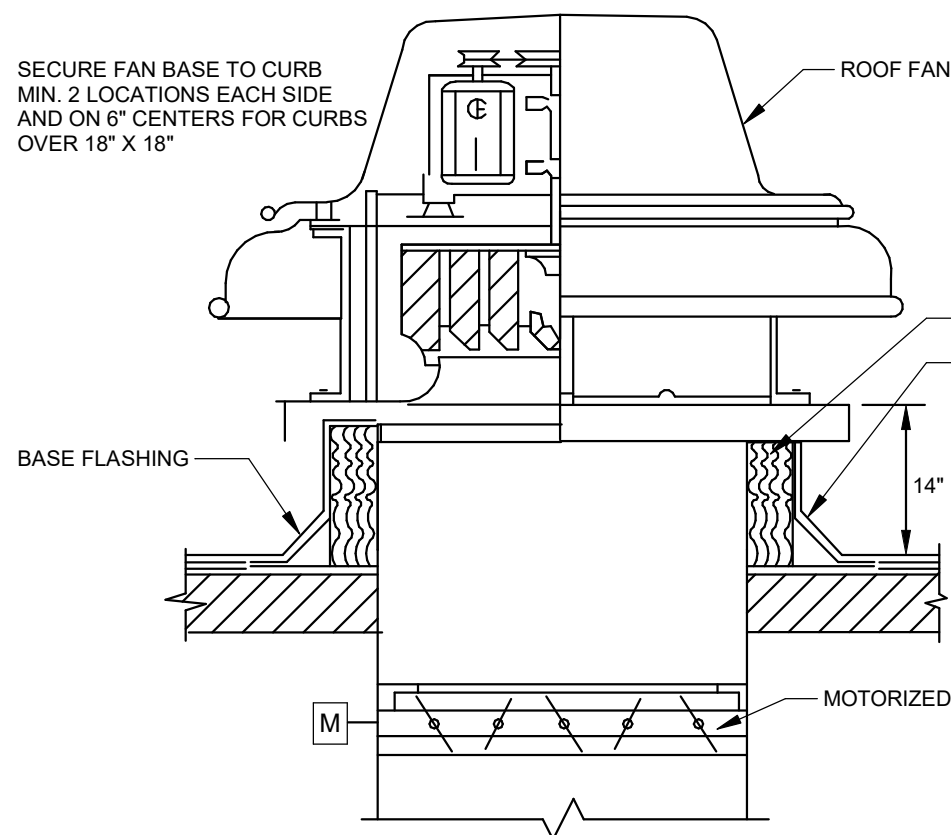
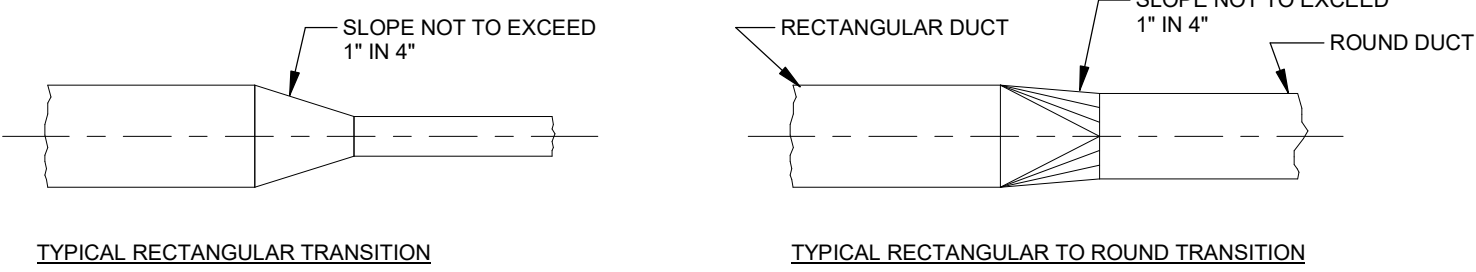


- GENERAL NOTES:
- A. REFER TO M000 FOR GENERAL NOTES & SYMBOLS.
 - B. REFER TO M302 FOR MECHANICAL DETAILS.
 - C. REFER TO M402 FOR CONTROLS SEQUENCES AND DIAGRAMS.
 - D. REFER TO M502 FOR MECHANICAL SCHEDULES.
 - E. BRANCH DUCT SIZES TO AIR TERMINALS SHALL MATCH NECK SIZE OF GRILLE, REGISTER, OR DIFFUSER UNLESS NOTED OTHERWISE.
 - F. MAXIMUM FLEXIBLE DUCT LENGTH TO DIFFUSERS SHALL BE 60', WITH MAXIMUM OF ONE 90 DEGREE ELBOW.
 - G. BRANCH DUCT SIZES TO TERMINAL AIR BOXES SHALL MATCH INLET SIZE, UNLESS NOTED OTHERWISE.
 - H. MAXIMUM FLEXIBLE DUCT LENGTH TO TERMINAL AIR BOXES SHALL BE 36'. NO BENDS ARE ALLOWED.
 - I. ROUTE AND SIZE REFRIGERANT PIPING PER MANUFACTURER RECOMMENDATIONS.

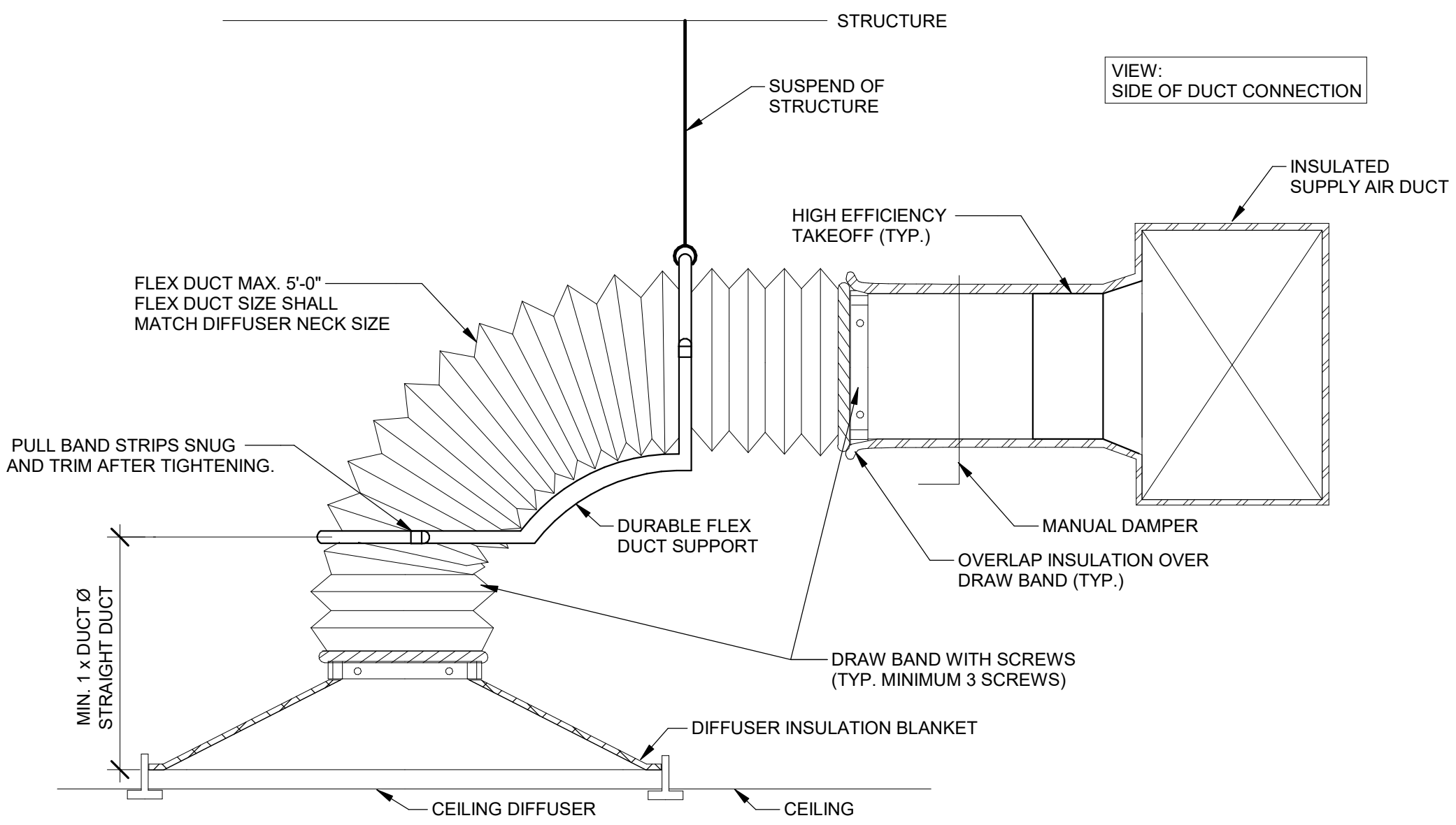
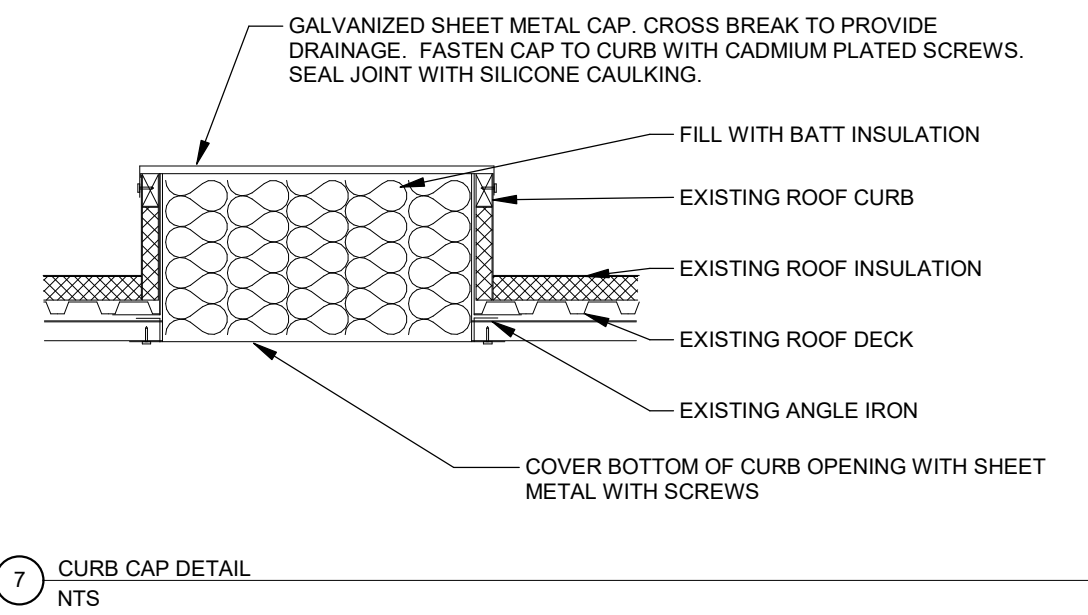
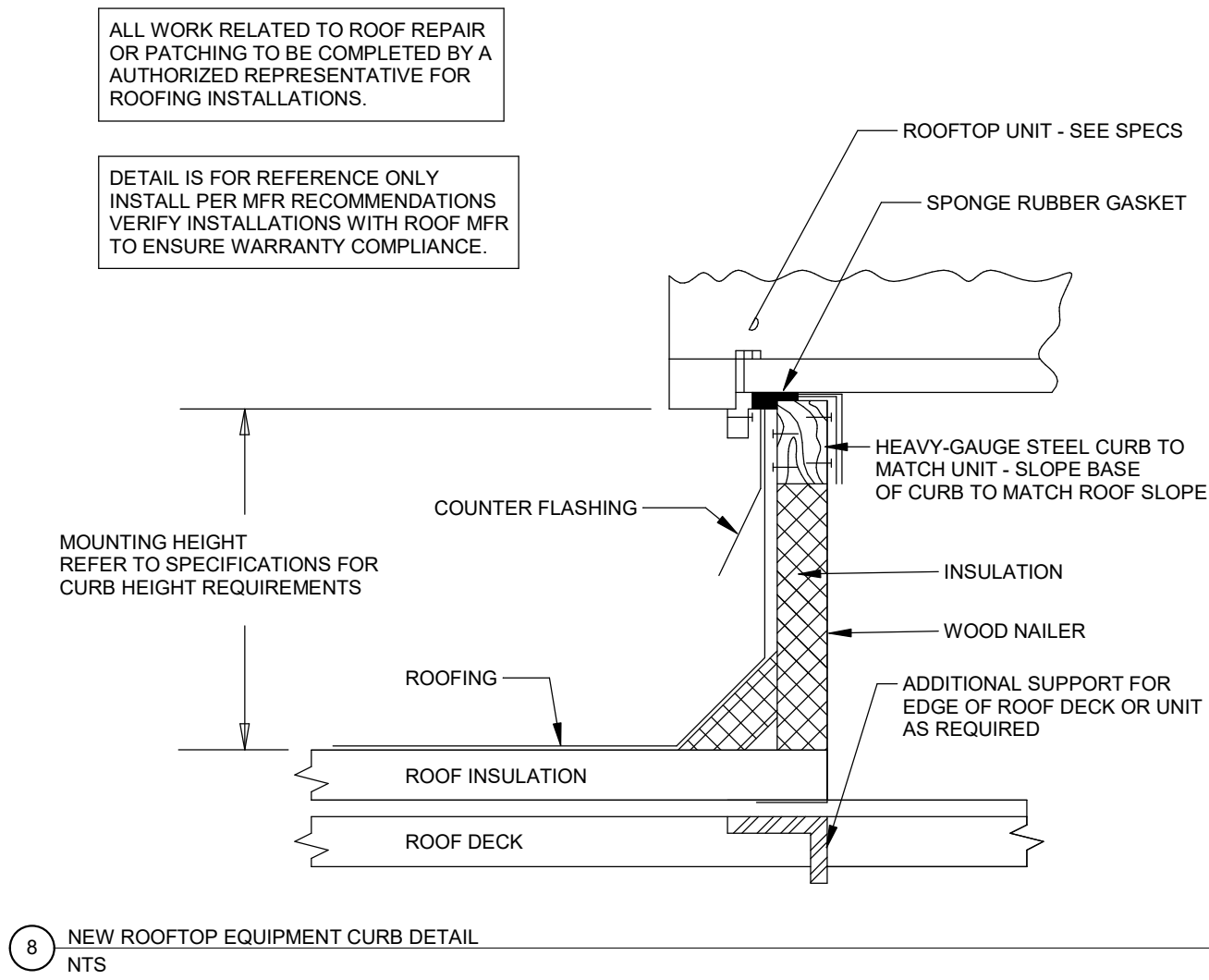
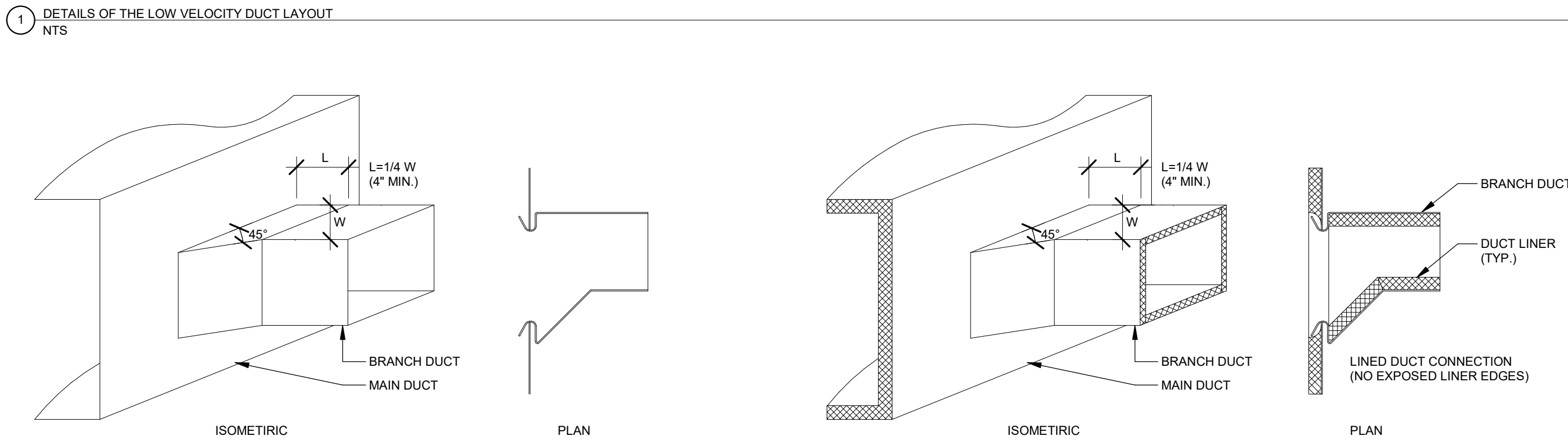


INSTALLATION NOTES

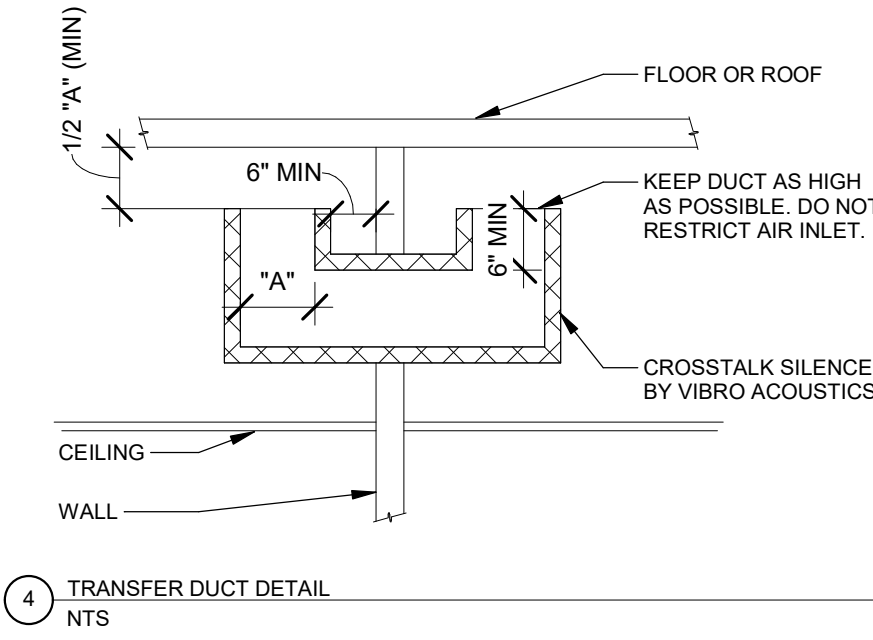
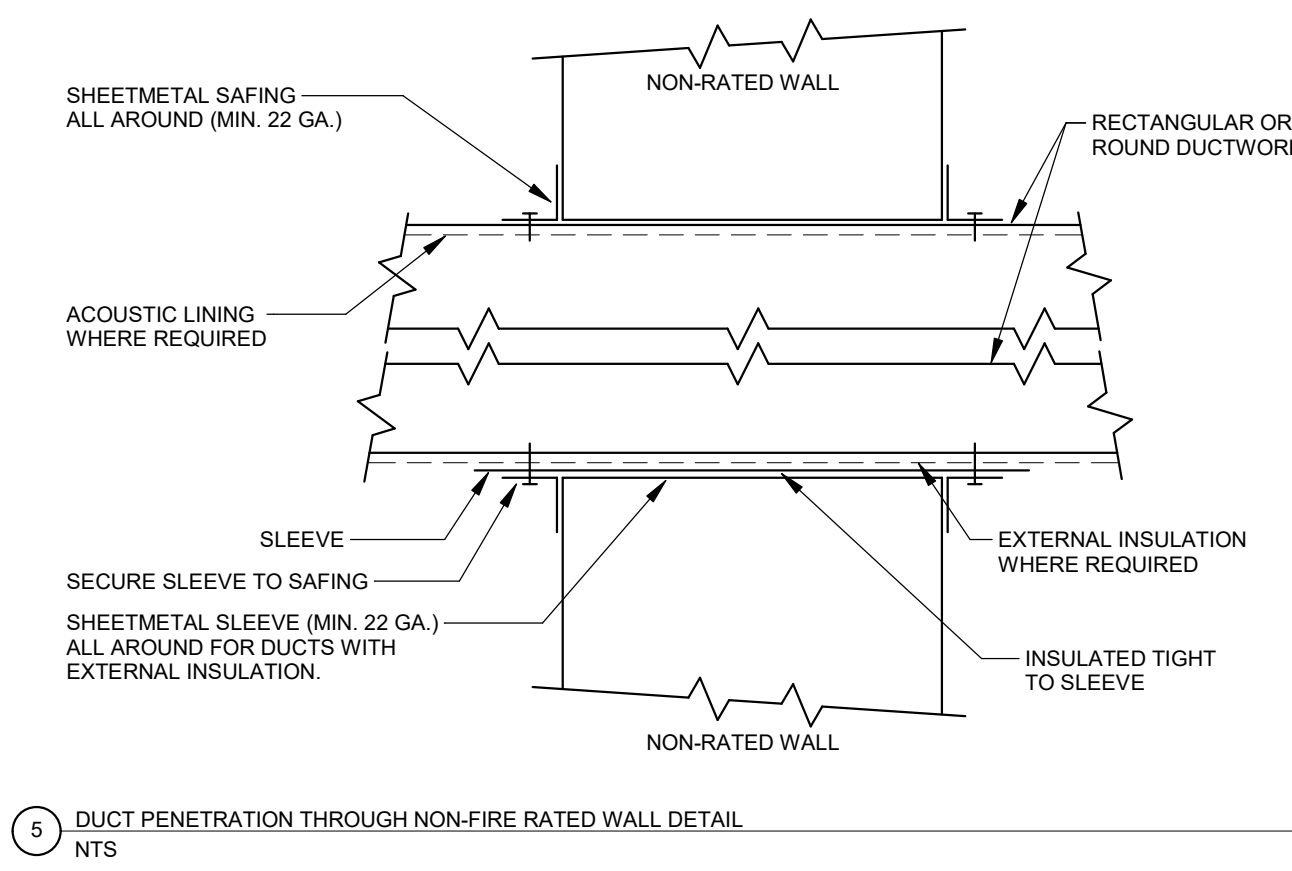
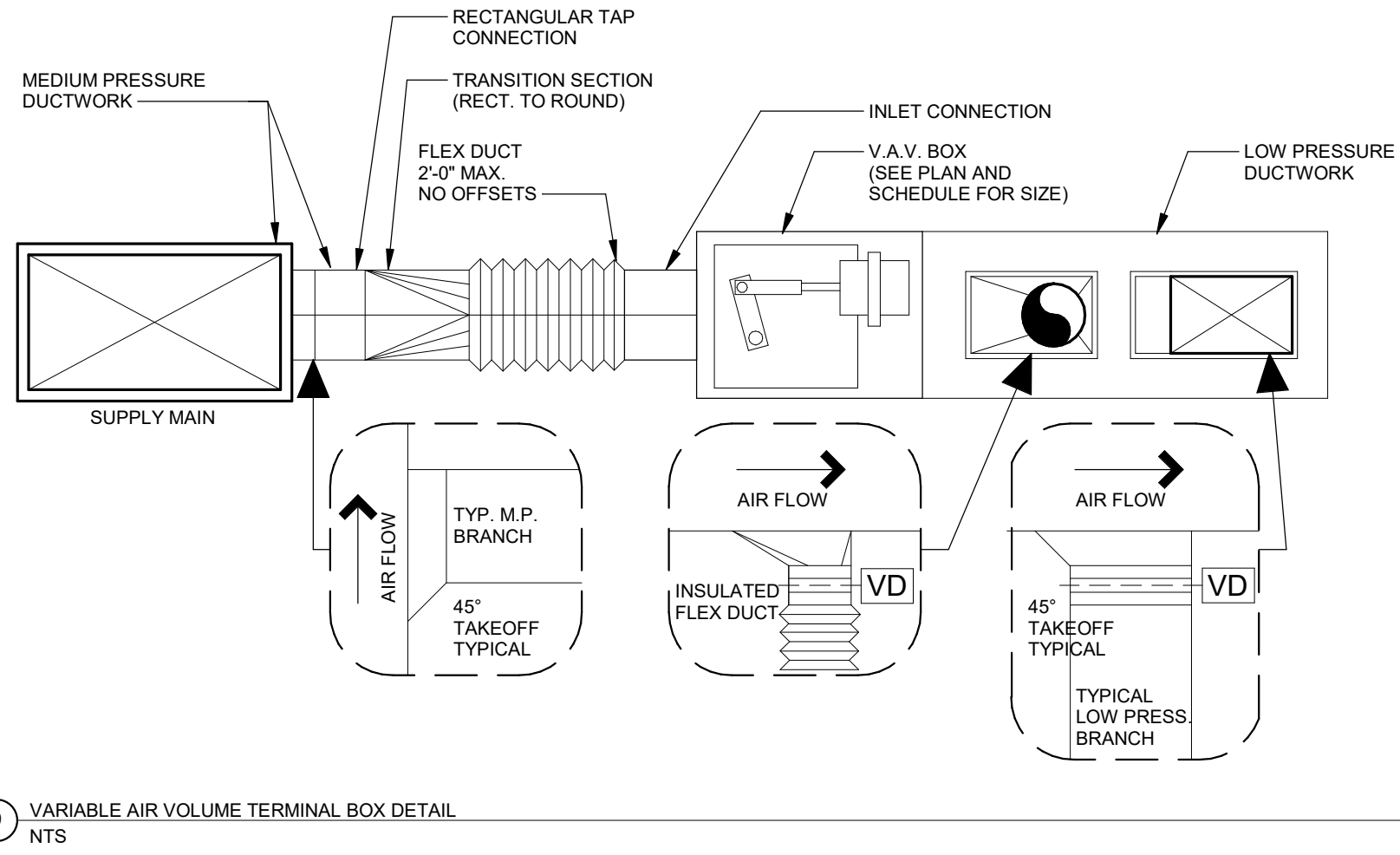
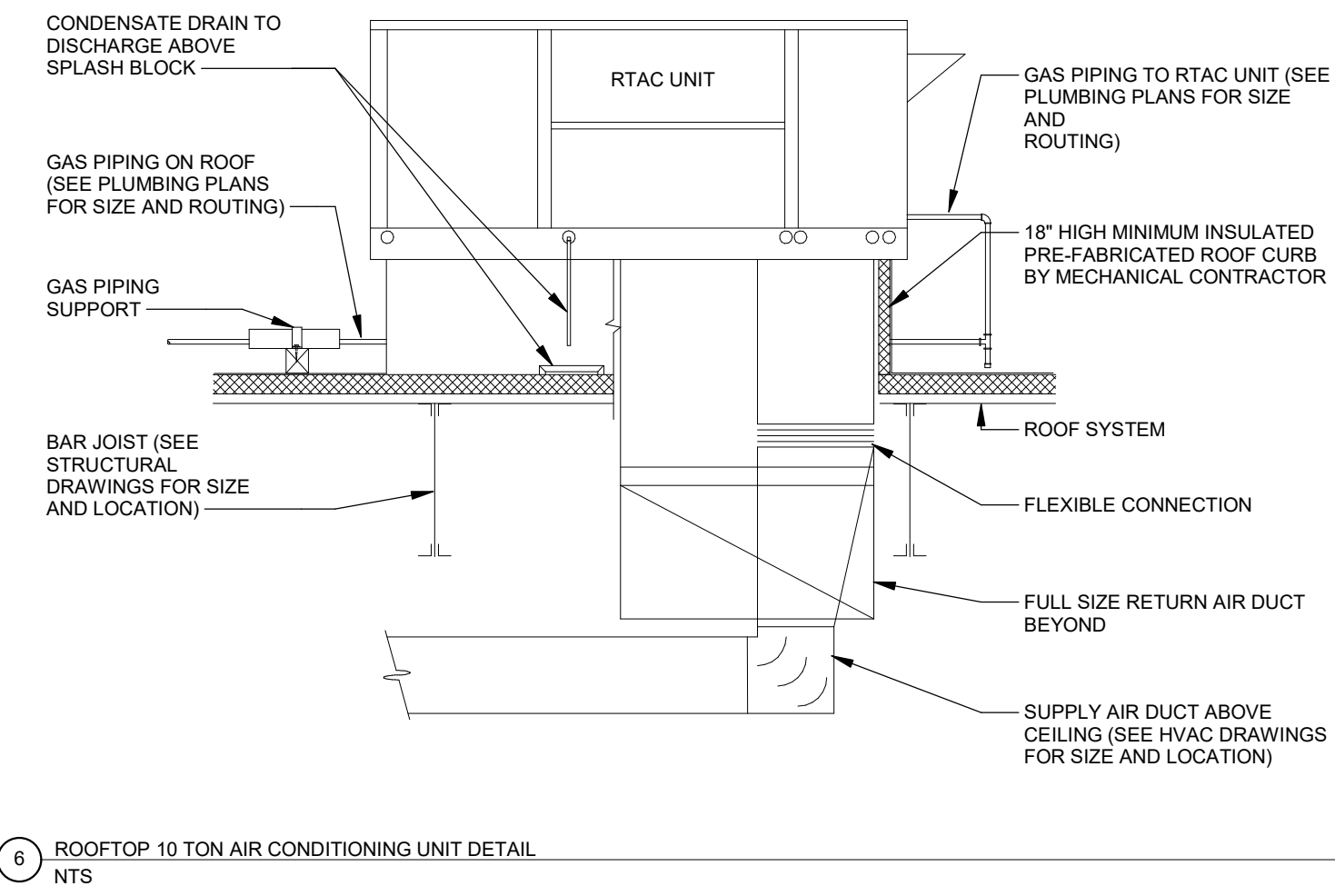
- ALL DUCTS SHALL BE CONSTRUCTED AND ERECTED IN A NEAT AND WORKMAN LIKE MANNER
- DUCTS SHALL BE CONSTRUCTED OF THE WEIGHTS, GAGES AND MATERIAL AS SPECIFIED.
- THE DIMENSION SHOWN FOR ALL DUCTS SHOWN IN PLAN GIVE THE WIDTH FIRST AND THEN THE HEIGHT. DUCT RISERS SHOULD BE SUPPORTED BY ANGLES AT EVERY FLOOR.
- TURNING VANES SHALL BE INSTALLED IN ALL ABRUPT ELBOWS TO PREVENT TURBULANCE.
- DUCTS SHALL BE SECURELY ATTACHED TO THE BUILDING CONSTRUCTION IN AN APPROVED MANNER. DIVERGING TRANSITION PIECES SHALL BE MADE AS GRADUAL AS POSSIBLE.
- INSTALL FIRE DAMPERS IN ACCORDANCE TO ALL APPLICABLE REQUIREMENTS INCLUDING UL 555.
- ACCESS PANELS SHALL BE PLACED BEFORE AND/OR AFTER EQUIPMENT INSTALLED IN THE DUCT.
- DUCT AREA SHALL NOT BE DECREASED MORE THAN 10 PERCENT WHEN OBSTRUCTIONS CANNOT BE AVOIDED, AND THEN A STREAMLINED FITTING SHALL BE USED.
- FLEXIBLE FABRIC CONNECTIONS (OR EQUAL) SHALL BE USED ON BOTH INLETS AND OUTLETS OF ALL FANS.
- JOINTS AND SEAMS OF SUPPLY DUCTS SHALL BE FASTENED SECURELY AND MADE AIR TIGHT.



11 ROOF EXHAUST FAN MOUNTING DETAIL NTS



- NOTES:
- CONTRACTOR TO UTILIZE DURABLE FLEX DUCT SUPPORT EQUIVALENT TO TITUS "FLEXRIGHT". FIELD FABRICATED ALTERNATIVES NOT ACCEPTABLE.



Key Plan

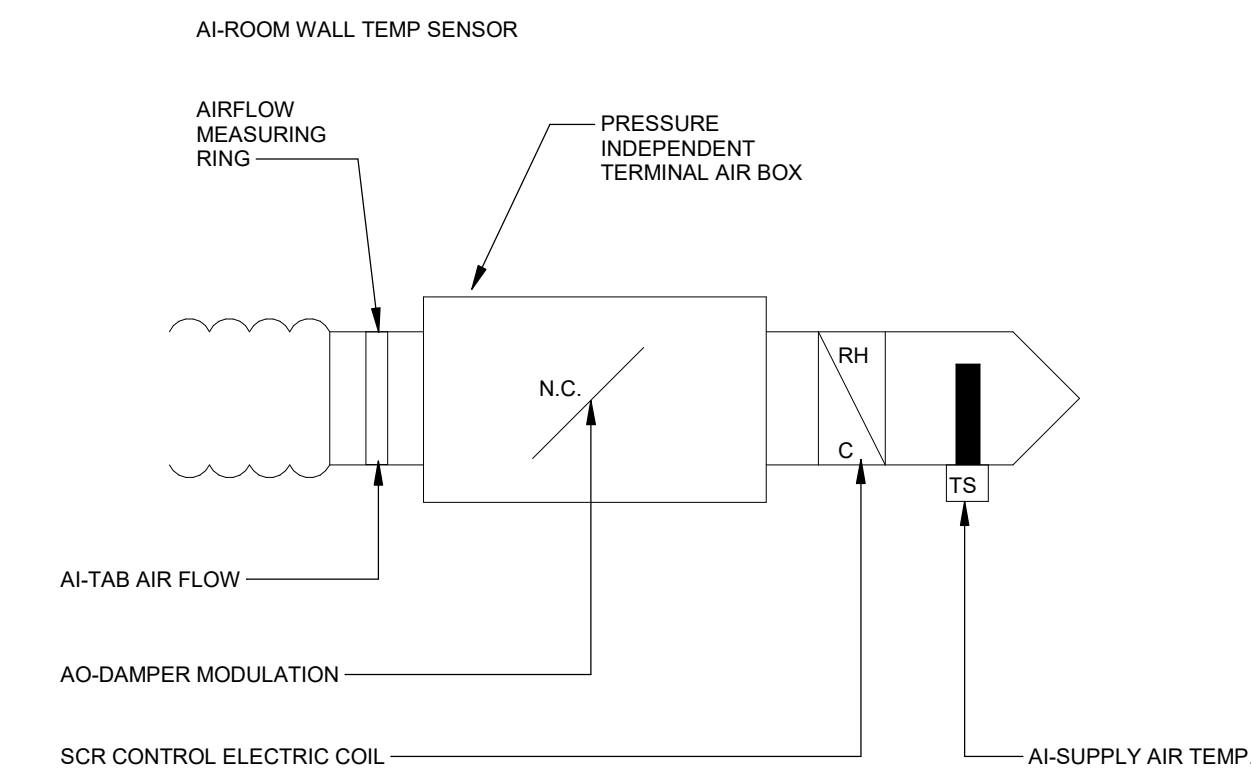
Revision Description Date

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
MECHANICAL DETAILS

Sheet Number



VAV BOX CONTROL DIAGRAM - HW REHEAT COIL

1 VAV BOX CONTROL DIAGRAM - HW REHEAT COIL NTS

RTU SEQUENCE OF OPERATION

GENERAL:

-AIR HANDLING UNIT SHALL BE CONTROLLED BY FACTORY PACKAGED CONTROLLER AND SHALL COMMUNICATE WITH THE DDC SYSTEM VIA A BACnet MS/TP CONNECTION. THE POINTS LISTED ARE BASIC POINTS THAT SHOULD BE FACTORY INSTALLED BY THE UNIT MANUFACTURER UNLESS SPECIFICALLY LISTED AS DUCT MOUNTED OR REMOTE MOUNTED. THE TEMPERATURE CONTROL CONTRACTOR SHALL BE RESPONSIBLE TO WORK WITH MANUFACTURER TO INCORPORATE POINTS AND PROVIDE PROGRAMMING NECESSARY TO ACCOMPLISH THE BASIC OPERATING SEQUENCES AS LISTED BELOW.

SEQUENCE OF OPERATION:

-DDC SYSTEM SHALL SEND A START SIGNAL TO THE ROOF TOP UNIT INDEXING THE UNIT TO RUN. THE SUPPLY FAN SHALL RUN CONTINUOUSLY DURING OCCUPIED MODE. % SPEED SHALL BE ESTABLISHED BY THE REMOTE DUCT STATIC PRESSURE SENSOR. THE SUPPLY FAN SHALL CYCLE ON AND OFF DURING UNOCCUPIED TIMES TO MAINTAIN SPACE SET POINT TEMPERATURES.

-WHEN THE RTU IS COMMANDED TO RUN THE FOLLOWING SHALL OCCUR:

-OUTSIDE AIR DAMPER SHALL MODULATE TO A 10% MINIMUM POSITION (ADJ.) TO PROVIDE CALCULATED MINIMUM OUTSIDE AIR FLOW.

-DUCT STATIC SETPOINT SHALL BE RESET BY THE DDC SYSTEM TO MAINTAIN AT LEAST ONE SUPPLY VAV DAMPER 90% TO 95% (ADJ.) OPEN. THE DDC SYSTEM SHALL UTILIZE DAMPER POSITION FEEDBACK FROM ALL OF THE NEW SUPPLY BOXES (INSTALLED FOR THIS PROJECT) TO RESET THE STATIC PRESSURE SETPOINT. THE DDC SYSTEM SHALL SEND SIGNAL TO THE RTU CONTROLLER TO ADJUST VFD SPEED. TEMPERATURE CONTROL CONTRACTOR SHALL COORDINATE THIS INTERFACE WITH UNIT MANUFACTURER.

SUPPLY AIR SETPOINT:

-WHEN O.A. TEMPERATURE IS LESS THAN 40°F (ADJ.) THE SUPPLY AIR SETPOINT SHALL BE SET AT 60°F (ADJ.)

-WHEN O.A. TEMPERATURE IS ABOVE 50°F (ADJ.) SUPPLY AIR SETPOINT SHALL BE SET AT 55°F (ADJ.)

-WHEN O.A. TEMPERATURE IS BETWEEN 40°F AND 50°F THE DDC SHALL CALCULATE THE SUPPLY AIR SETPOINT BASED ON A LINEAR EQUATION BETWEEN THE TWO TEMPERATURES.

COOLING COIL OPERATION:

-THE ROOFTOP UNIT CONTROLLER SHALL STAGE UNIT SCROLL COMPRESSORS TO MAINTAIN DISCHARGE AIR SET POINT.

GAS FURNACE OPERATION:

-THE UNIT CONTROLLER SHALL STAGE BURNERS TO MAINTAIN DISCHARGE AIR TEMPERATURE SET POINT. UNIT CONTROLS SHALL ALLOW FOR MORNING WARM UP SEQUENCE.

ECONOMIZER OPERATION:

-ECONOMIZER CONTROLS SHALL BE ENABLED WHEN O.A. TEMPERATURES DROP BELOW 65°F (ADJ.) AND THE OUTDOOR AIR ENTHALPY IS LESS THAN THE RETURN AIR ENTHALPY. IF THE OUTDOOR AIR TEMPERATURE RISES ABOVE 80°F (ADJ.) FOR MORE THAN 10 MINUTES (ADJ.) OR IF THE O.A. ENTHALPY RISES ABOVE THE RETURN AIR ENTHALPY, UNIT CONTROLS SHALL DISABLE ECONOMIZER AND RETURN BACK TO NORMAL OPERATION. ONCE THE UNIT HAS CHANGED FROM ECONOMIZER MODE TO NORMAL MODE OR FROM NORMAL TO ECONOMIZER, THE UNIT SHOULD CONTINUE TO OPERATE IN THAT MODE FOR A MINIMUM OF 10 MINUTES TO PREVENT CYCLING OF THE UNIT.

-THE UNIT CONTROL SHALL UTILIZE THE MIXED AIR SENSOR TO OVERRIDE THE ECONOMIZER DAMPER POSITION TO PREVENT SUBCOOLING OF SUPPLY AIR TEMPERATURE.

CO2 CONTROL:

-DDC SYSTEM SHALL DETERMINE CO2 SET POINT BASED ON WORSE CASE SCENARIO FROM SENSORS INSTALLED IN THIS PROJECT.

-DDC SHALL SIGNAL ROOFTOP UNIT TO MODULATE THE OUTDOOR AIR DAMPER OPEN TO MAINTAIN LEVELS BELOW 800 PPM (ADJ.) ABOVE AMBIENT OUTDOOR AIR CO2 LEVELS. AS CO2 LEVELS DROP BELOW THE 800 PPM SETPOINT (ADJ.) THE OUTSIDE AIR DAMPER SHALL MODULATE TO ITS MINIMUM POSITION. ECONOMIZER CONTROL SHALL OVERRIDE CO2 CONTROL TO ALLOW ADDITIONAL OUTDOOR AIR TO BE INTRODUCED EVEN IF IT IS NOT NEEDED BASED ON CO2 LEVELS BEING BELOW THE 800 PPM SET POINT. REFER TO VAV BOX CONTROL SEQUENCE.

ALARMS AND INTERLOCK SAFETIES:

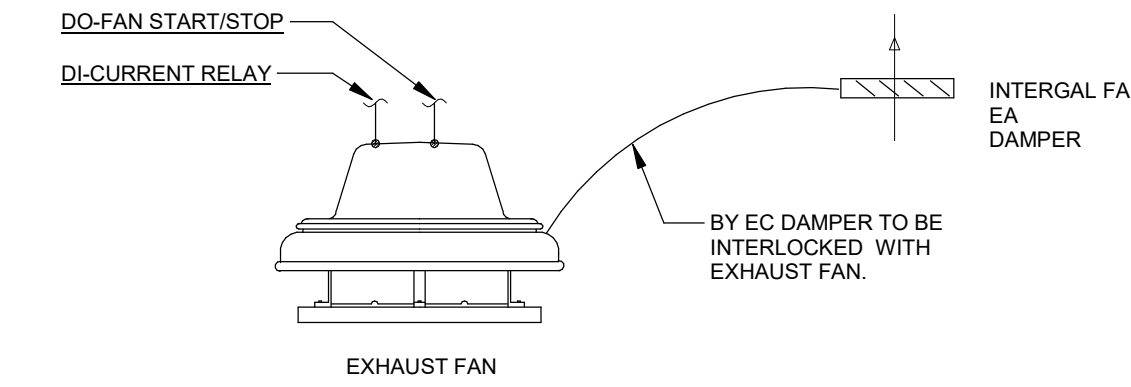
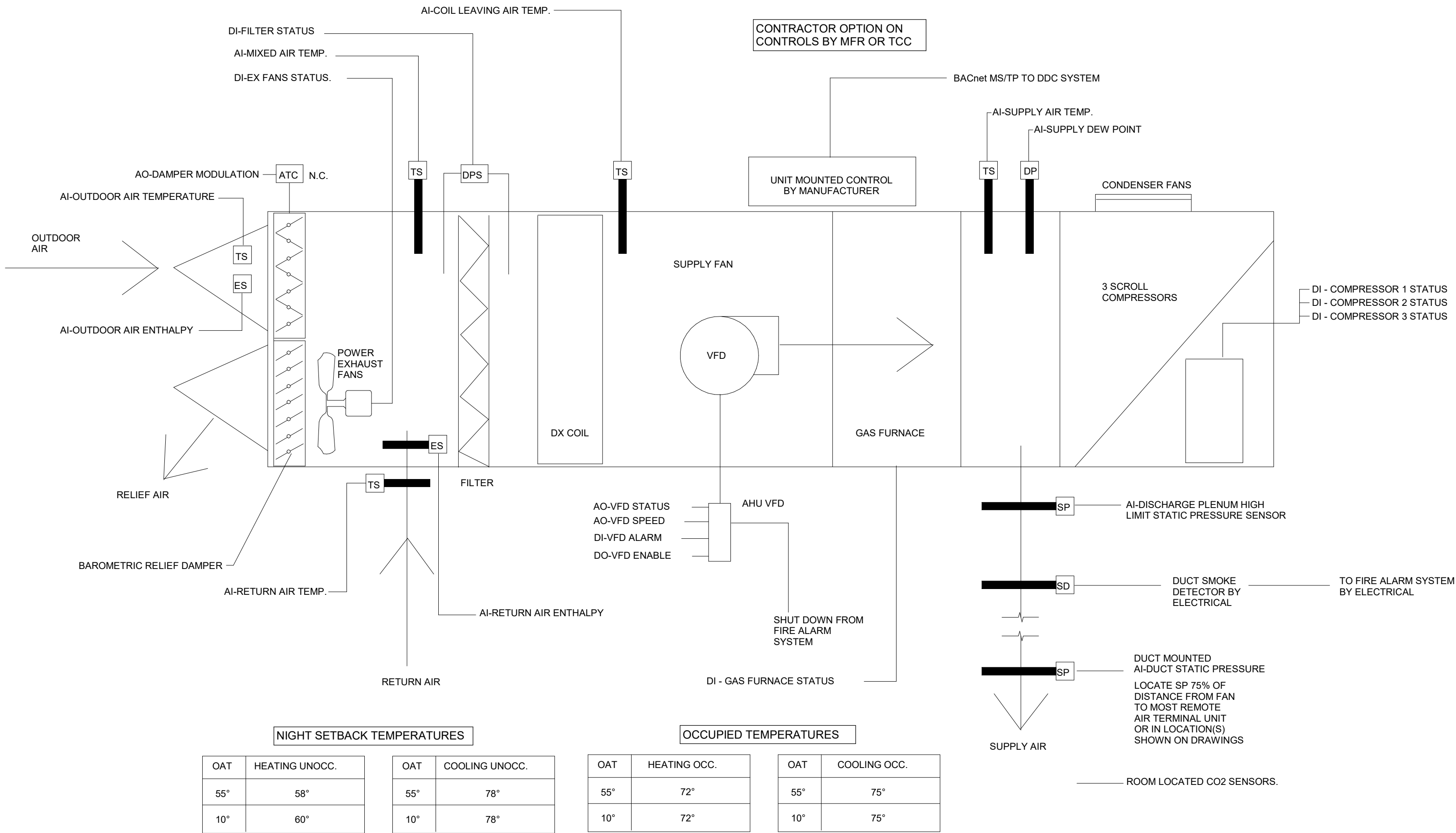
THE FOLLOWING SHALL SHUT DOWN THE ROOFTOP UNIT AND SHALL INDICATE AN ALARM CONDITION AT THE USER INTERFACE WORKSTATION:

- HIGH STATIC PRESSURE AT THE DISCHARGE PLENUM STATIC PRESSURE EXCEEDING 4.0" W.C.
- FIRE ALARM CONDITION SIGNAL SENT FROM FIRE ALARM PANEL (AUTO RESET).
- IF MIXED AIR TEMPERATURE DROPS MORE THAN 10°F (ADJ.) BELOW THE SUPPLY AIR TEMPERATURE SETPOINT. (AUTO RESET).

THE FOLLOWING SHALL INDICATE AN ALARM CONDITION AT THE USER INTERFACE WORKSTATION BUT ALLOW THE UNIT TO CONTINUE TO FUNCTION:

- DIRTY FILTER ALARM
- DUCT PRESSURE HIGH LIMIT
- EMERGENCY OFF
- HIGH RETURN AIR TEMPERATURE
- HIGH DISCHARGE TEMPERATURE
- LOW DISCHARGE TEMPERATURE
- FAN FAILURE
- COMPRESSOR FAULT.

2 RTU CONTROL DIAGRAM - MULTI ZONE VAV UNIT NTS



CONTROL SEQUENCE

EXHAUST FANS SHALL BE CONTROLLED THRU THE DDC SYSTEM. FANS SHALL BE ENABLED/DISABLED BASED ON A TIME OF DAY SCHEDULE. FAN STATUS SHALL BE MONITORED THRU A CURRENT RELAY. MOTORIZED DAMPER SHALL BE WIRED TO OPEN/CLOSE ON ACTIVATION OF FAN. DAMPER WIRING SHALL BE BY EC.

ALARMS

AN ALARM SHALL BE GENERATED AT THE DDC IF FAN STATUS IS NOT PROVIDED.

TRENDS

ALL POINTS SHALL BE HISTORICALLY TRENDED. TREND POINTS AT 15 MIN. INTERVALS OVER A MINIMUM 7 DAY PERIOD OF TIME.

3 EXHAUST FAN CONTROL NTS

SPACE TEMPERATURE MONITORING

SPACE SETPOINT TEMPERATURE MONITORING PROGRAMMING:

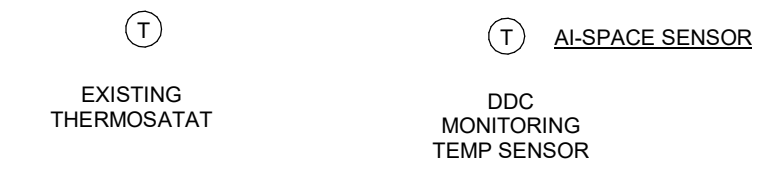
PROVIDE SPACE TEMPERATURE SENSOR NEXT TO EXISTING RTU THERMOSTATS FOR SPACE TEMPERATURE MONITORING FOR SPACES IN RENOVATED AREAS.

ALARMS:

-AN ALARM SHALL BE GENERATED IF ROOM TEMPERATURE IS MORE THAN 2° F (ADJ.) ABOVE OR BELOW SPACE SETPOINT.

TRENDS:

-ALL POINTS SHALL BE HISTORICALLY TRENDED. TREND POINTS AT 15 MIN. INTERVALS OVER A MINIMUM 24 HOUR PERIOD OF TIME.



4 SPACE TEMPERATURE MONITORING NTS

SPACE TEMP MONITORING MATRIX	
EQUIPMENT/ZONE	TYPE
RTU-1-N	2IM01 AND 1IM01
CUH-1CUH-2	TEMP MONITORING
RTU-15-EX	TEMP MONITORING

LINEAR DIFFUSER SCHEDULE												
ID TAG	REFERENCE	MATERIAL	NUMBER OF SLOTS	SLOT WIDTH (IN)	LENGTH (IN)	DAMPER	PLENUM	PLENUM LINED	ADJUSTABLE SLOTS	MFR	MODEL	NOTES
LD-1	LINEAR SUPPLY	STEEL	2	1 1/2	24	YES	YES	YES	YES	TITUS	FL-10	1, 2, 3, 4
LR-1	LINEAR RETURN	STEEL	2	1 1/2	72	NO	YES	YES	NO	TITUS	FL-10	1, 2, 3, 4
NOTES:												
1.	REFER TO ARCH DRAWINGS FOR FINAL CEILING TYPE FOR MOUTING TYPE.											
2.	PROVIDE WITH WHITE VANES AND TRIM. FINAL FINISH SELECTION BY ARCHITECT.											
3.	PROVIDE CONCEALED FASTENERS WITH LENEAR DIFFUSER.											
4.	PROVIDE WITH CONTINUOUS FACE TO FORM 72" GRILLE AND BLANK OFF INACTIVE SECTIONS.											

GRILLES REGISTERS AND DIFFUSERS SCHEDULE								
REFERENCE	MATERIAL	MARGIN (IN)	INLET (IN)	FACE (IN)	DAMPER	MFR	MODEL	NOTES
CD-1 (CEILING DIFFUSER)	STEEL	LAY-IN	SEE DWG	24 x 24	NO	TITUS	OMNI	1,2
CD-2 (CEILING DIFFUSER)	STEEL	LAY-IN	SEE DWG	12 x 12	YES	TITUS	OMNI	1,2,3
SG-1 (SUPPLY GRILLE)	STEEL	1 1/4"	SEE DWG	INLET +2	NO	TITUS	300RS	2,5
RG-1 (RETURN GRILLE)	ALUMINIUM	1 1/4"	SEE DWG	24 x 24	YES	TITUS	PAR	1,2,3
EG-1 (EXHAUST GRILLE)	ALUMINIUM	1 1/4"	SEE DWG	12 x 12	NO	TITUS	OMNI	1,2

- NOTES:
- REFER TO ARCH DRAWINGS FOR FINAL CEILING TYPE FOR MOUTING TYPE.
 - PROVIDE WITH WHITE FINISH. COORDINATE COLOR SELECTION WITH ARCHITECT.
 - PROVIDE WITH RETURN CANOPY (SOUND DICIPATOR).

FAN SCHEDULE	
REFERENCE	EF-1
MANUFACTURER	GREENHECK
MODEL #	G-80-VG
TYPE	ROOF-DOWNBLAST
SERVES	SEE PLAN
WEIGHT (LBS)	17
AIRFLOW (CFM)	280
ESP (IN. W.C.)	0.50
FAN SPEED (RPM)	1,725
DRIVE TYPE	DIRECT
SPEED CONTROL	YES
SONES	
DAMPER TYPE	MOTORIZED
MOTOR HP	0.10
WATTS	-
VOLTAGE - PHASE	120 - 1
NOTES	1 THROUGH 5

- NOTES:
- EC TO POWER MOTORIZED DAMPER TO OPEN/CLOSE WITH FAN START OR STOP.
 - PROVIDE UNIT WITH SINGLE POINT POWER CONNECTION AND DISCONNECT.
 - PROVIDE MINIMUM 14" ROOF CURB. DISTANCE MEASURED FROM BOTTOM OF FAN BASE TO TOP OF ROOF.
 - REFER TO CONTROL DRAWINGS FOR ADDITIONAL DETAILS.
 - INSTALL SPEED CONTROLLER UNDER FAN SHROUD FOR BALANCING.

CABINET UNIT HEATER SCHEDULE	
REFERENCE	CUH-1/CUH-2
MANUFACTURER	QMARK
MODEL #	AWH
WEIGHT (LBS)	25
DIMENSIONS - L x W x D (INCHES)	19 x 16 x 4
TYPE	WALL - RECESSSED
HEATING	ELECTRIC
SERVES	VESTIBULE
AIRFLOW (CFM)	250
KILOWATTS	3.0
AMPS	14.4
VOLTAGE - PH	208-1
NOTES	1, 2, 3

- NOTES:
- PROVIDE UNIT WITH INTEGRAL THERMOSTAT AND DISCONNECT.
 - UNIT COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S STANDARD AND CUSTOM COLOR CHART.
 - REFER TO CONTROLS DRAWINGS FOR SEQUENCES.

ROOFTOP UNIT SCHEDULE	
REFERENCE	RTU-1-N
MANUFACTURER	TRANE
MODEL #	YZK
SERVES	SEE PLAN
APPROXIMATE WEIGHT W/ CURB & ACCESSORIES (LBS)	2,775
DIMENSIONS W/ CURB, HOOD & ACCESSORIES - L x W x H (FT)	10x7x5.5
FAN PERFORMANCE	
SUPPLY FAN	
AIRFLOW (CFM)	4,500
ESP (IN. W.C.)	1.5
MOTOR HP (QUANTITY)	3
MOTOR BHP	2
RETURN / EXHAUST FAN	
AIRFLOW (CFM)	4,330
COOLING PERFORMANCE	
COIL TYPE	DX
REFRIGERANT	R-454B
EFFICIENCY (EER)	13.6
AMBIENT DRY BULB AIR TEMP (°F)	95
EAT - DB / WB (°F)	78/65
LAT - DB / WB (°F)	54.12/53.93
UNIT LAT - DB / WB (°F)	56.18/54.78
NET TOTAL CAPACITY (MBH)	140.11
NET SENSIBLE CAPACITY (MBH)	109.56
NUMBER OF COMPRESSORS	2
1ST STAGE COMPRESSOR TYPE	SCROLL
HEATING PERFORMANCE	
TYPE	NATURAL GAS
CONTROL	STAGED
EAT - DB (°F)	50
LAT - DB (°F)	90.98
INPUT (MBH)	250
OUTPUT (MBH)	202.5
TURNDOWN	10:1
UNIT OPERATING PRESSURE (IN. W.C.)	7 TO 14
ELECTRICAL DATA	
VOLTAGE - PH	208 - 3
MCA	81
MOCP	110
SCCR	5K
DISCONNECT	INTEGRAL
NOTES	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

- NOTES:
- PROVIDE UNIT WITH SINGLE POINT POWER CONNECTION, POWERED CONVENIENCE OUTLET, AND INTERNAL NON-FUSED DISCONNECT.
 - REFER TO CONTROL DRAWINGS FOR ADDITIONAL DETAILS.
 - REFER TO SPECIFICATIONS FOR FILTER TYPES AND SIZE.
 - UNIT EXHAUST AND SUPPLY FANS ARE VARIABLE SPEED. PROVIDE FAN MOTORS RATED FOR VFD APPLICATION.
 - MINIMUM CFM FOR FANS TO BE 50% OF MAXIMUM, TAB TO VERIFY MIN VFD SETTINGS. TAB TO ADJUST EXHAUST FAN VFD OFFSET AND SYSTEM DAMPERS TO MAINTAIN A SLIGHT POSITIVE BUILDING PRESSURE (0.05 IN...).
 - PROVIDE GAS REGULATOR TO REGULATE DOWN FROM 2 PSI TO OPERATING PRESSURE. REFER TO MFR RECOMMENDATIONS FOR OPERATING PRESSURE.
 - PROVIDE UNIT WITH OUTDOOR AND EXHAUST LOW-LEAK DAMPERS; DAMPERS TO BE HARDWIRED TO CLOSE WHEN UNIT IS OFF.
 - UNIT SIZED FOR 100% ENTHALPY ECONOMIZER. O.A. DAMPER TO MODULATE BASED ON CO2 MEASUREMENT. REFER TO CONTROL DRAWINGS FOR DEMAND CONTROL OUTDOOR AIR VENTILATION.
 - PROVIDE UNIT WITH OPD, PREMIUM EFFICIENCY FAN MOTORS.
 - PROVIDE UNIT WITH PREMANUFACTURED ROOF CURB, BOTTOM OF UNIT TO MINIMUM 14-INCHES ABOVE TOP OF ROOFING. VERIFY & COORDINATE WITH ROOF CONSTRUCTION AND INSULATION
 - PROVIDE UNIT WITH FULL ECONOMIZER POWER EXHAUST.
 - PROVIDE UNIT WITH MANUFACTURED MINIMUM 18-INCH VIBRATION SPRING ISOLATION CURB.
 - PROVIDE EQUIPMENT MOUNTED PRIVACY SCREENING.

TERMINAL AIR BOX SCHEDULE - RTU-1															
REFERENCE	TAB-1	TAB-2	TAB-3	TAB-4	TAB-5	TAB-6	TAB-7	TAB-8	TAB-9	TAB-10	TAB-11	TAB-12	TAB-13	TAB-14	
MANUFACTURER	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	TITUS	
MODEL #	DESV	DESV	DESV	DESV	DESV	DESV	DESV	DESV	DESV	DESV	DESV	DESV	DESV	DESV	
TYPE	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	
SERVES	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN	
BOX SIZE / INLET SIZE (INCHES)	6	7	7	8	6	6	8	6	6	7	6	7	4	4	
MAXIMUM COOLING AIRFLOW (CFM)	300	525	525	860	350	300	705	365	300	475	325	500	150	250	
MAXIMUM HEATING AIRFLOW (CFM)	90	160	160	260	105	90	210	110	90	145	100	150	70	70	
MINIMUM AIRFLOW (CFM)	90	160	160	260	105	90	210	110	90	145	100	150	70	70	
SOUND LEVEL (NC)	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	≤ 35	
REHEAT COIL	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC	
CAPACITY (KW)	1	2	2	3	1	1	3	1	1	2	1	2	1	1	
MINIMUM ELECTRIC HEATER AIR FLOW...	70	70	70	70	70	70	70	70	70	70	70	70	70	70	
ELECTRICAL DATA															
VOLTAGE - PHASE	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	208 - 3	
NOTES	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	1 THROUGH 4	

- NOTES:
- NC SHALL NOT EXCEED 35. BOX A.P.D. SHALL NOT EXCEED 0.25".
 - MINIMUM AIR FLOWS SHOULD BE BALACNED TO MATCH MINIMUM VENTILATION AIR FLOW AS LISTED ON DRAWINGS.
 - SCR CONTROL FOR ELECTRIC COIL.
 - PROVIDE WITH INTEGRAL NON FUSED DISCONNECT.

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CLIVE CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager at Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan

Revision

Description

Date

OPN Project No.

24811002

Sheet Issue Date

BID DOCUMENTS

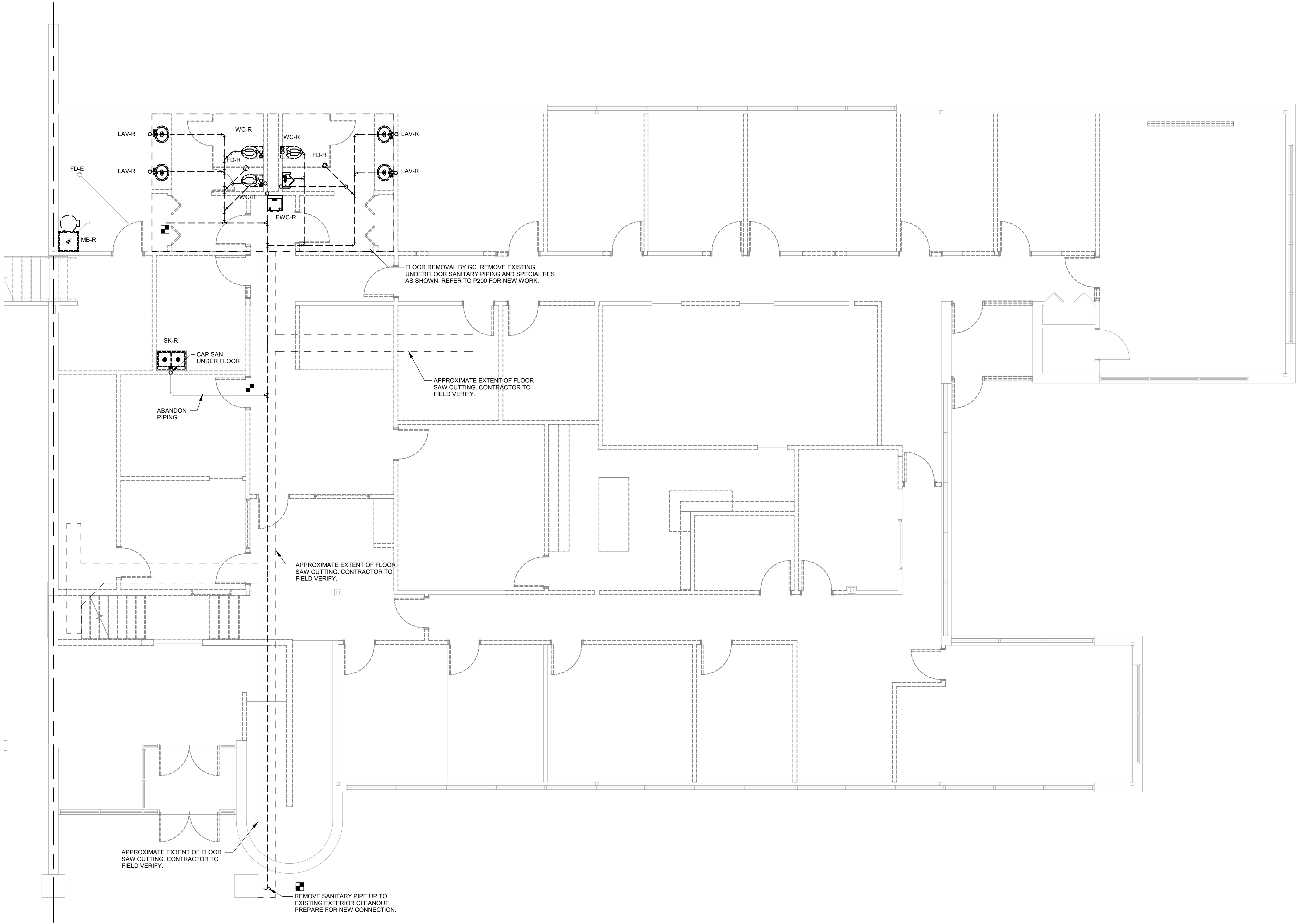
07/03/2025

Sheet Name

MECHANICAL SCHEDULES

Sheet Number

M502



1 PLUMBING FOUNDATION DEMO PH2
3/16" = 1'-0"

GENERAL NOTES:

- REFER TO M000 FOR GENERAL NOTES & SYMBOLS.
- PATCH WALLS, ROOFS, AND/OR FLOOR WHERE PIPES OR EQUIPMENT ARE REMOVED. PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION.
- WHERE PIPING, EQUIPMENT, AND PLUMBING FIXTURES ARE REMOVED, REMOVE ALL VALVES, SUPPORTS, INSULATION, AND APPURTENANCES. REMOVE PIPING BACK TO MAINS AND CAP. DO NOT LEAVE DEAD LEGS LONGER THAN 12".
- EXISTING SYSTEM REPRESENTED BASED ON LIMITED EXISTING DRAWINGS AND FIELD INVESTIGATION. WHAT IS SHOWN ON PLANS IS TO PROVIDE ESTIMATED QUANTITIES AND SCOPE FOR BIDDING PURPOSES. AWARDED CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.
- PLAN ABBREVIATIONS:
 - E - EXISTING ITEM TO REMAIN
 - ER - NEW LOCATION OF EXISTING ITEM
 - N - NEW ITEM IN EXISTING LOCATION
 - R - EXISTING ITEM TO BE REMOVED
 - RN - REPLACE EXISTING WITH NEW
 - RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

OPN ARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project
CLIVE CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:

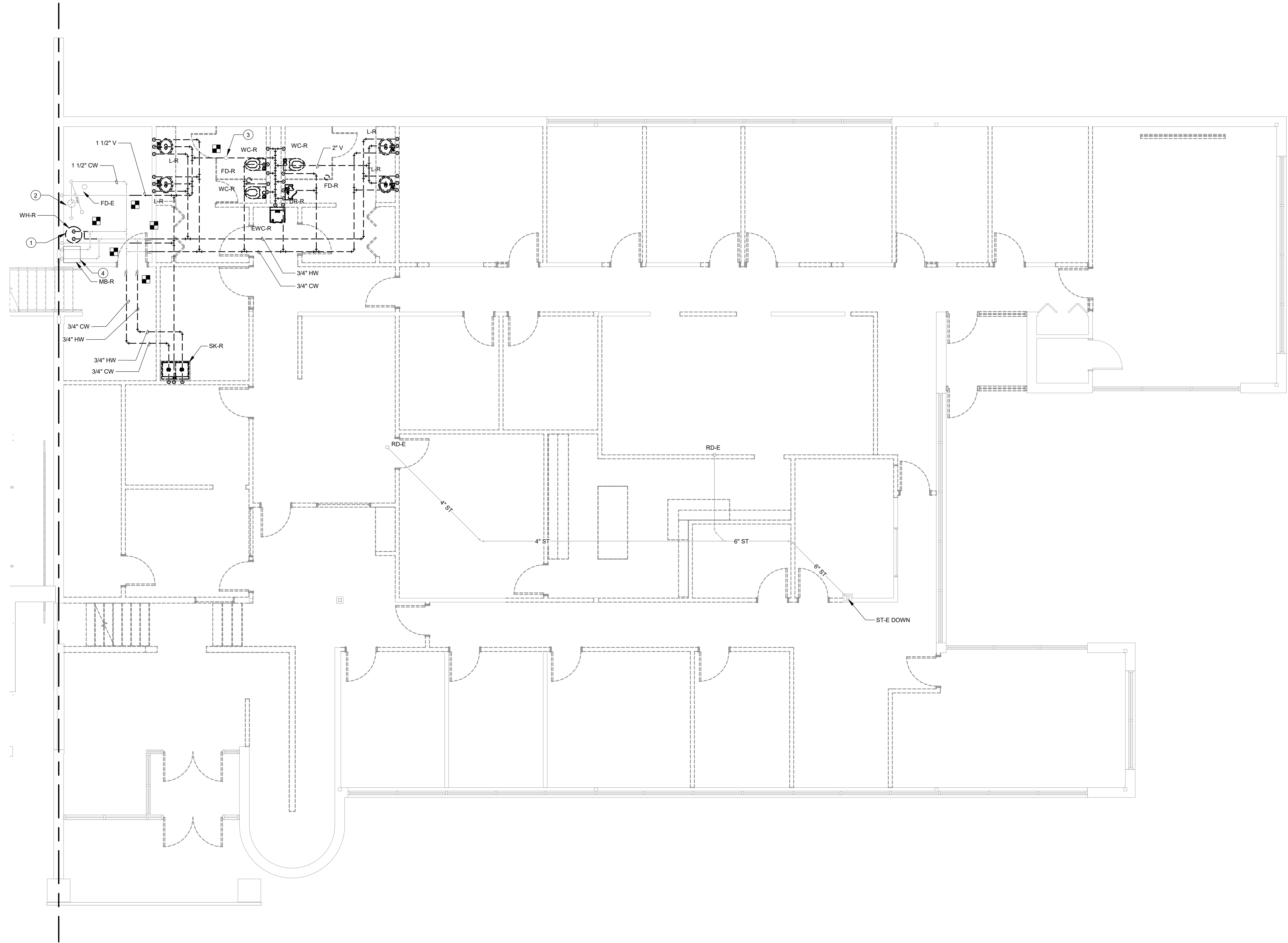
Revision	Description	Date
----------	-------------	------

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
PLUMBING FOUNDATION DEMO

Sheet Number



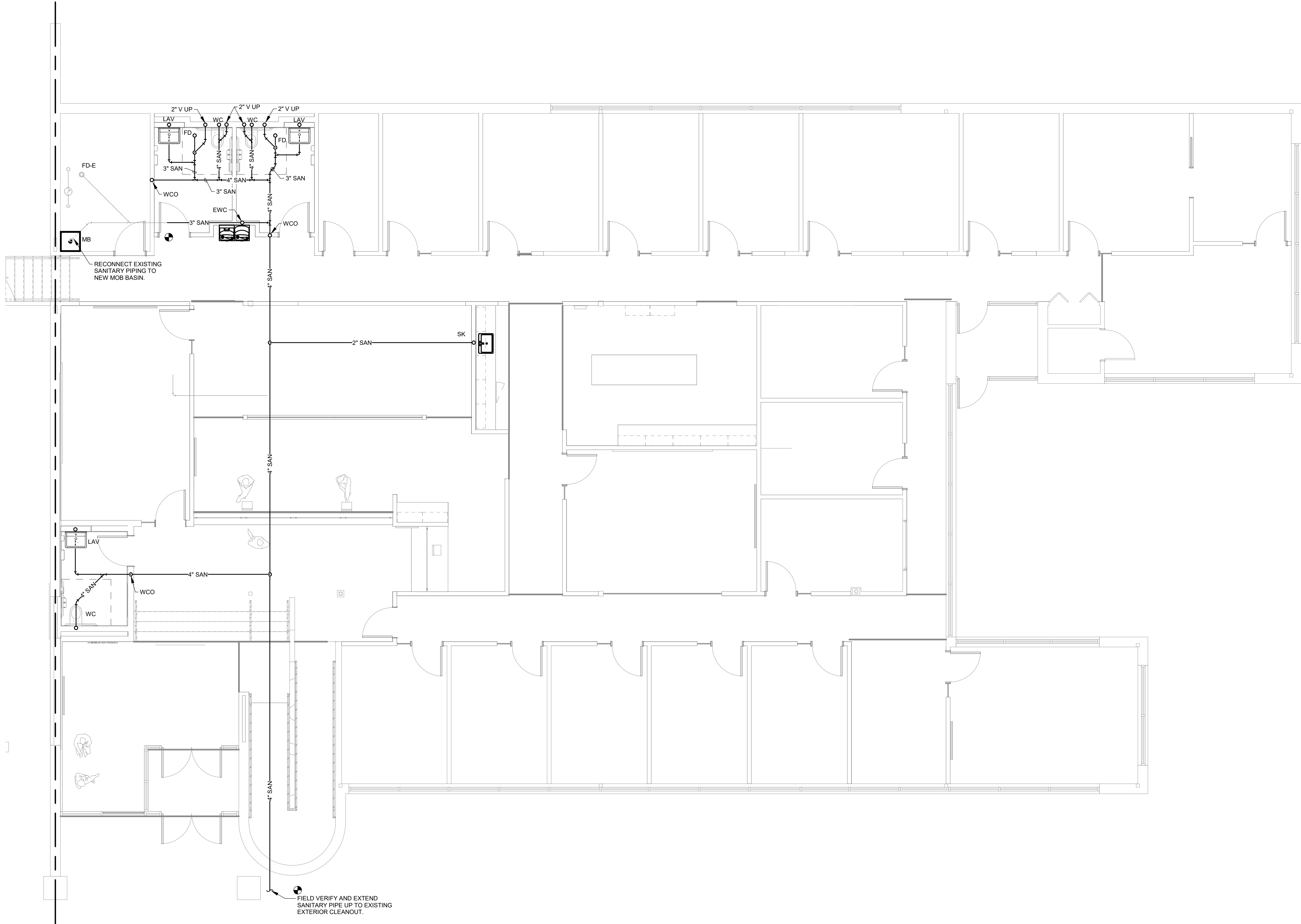
1 PLUMBING DEMOLITION - UPPER FLOOR PLAN PH2
3/16" = 1'-0"

GENERAL NOTES:

- A. REFER TO M000 FOR GENERAL NOTES & SYMBOLS.
- B. PATCH WALLS, ROOFS, AND/OR FLOOR WHERE PIPES OR EQUIPMENT ARE REMOVED. PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION.
- C. WHERE PIPING, EQUIPMENT, AND PLUMBING FIXTURES ARE REMOVED, REMOVE ALL VALVES, SUPPORTS, INSULATION, AND APPURTENANCES. REMOVE PIPING BACK TO MAINS AND CAP. DO NOT LEAVE DEAD LEGS LONGER THAN 12'.
- D. EXISTING SYSTEM REPRESENTED BASED ON LIMITED EXISTING DRAWINGS AND FIELD INVESTIGATION. WHAT IS SHOWN ON PLANS IS TO PROVIDE ESTIMATED QUANTITIES AND SCOPE FOR BIDDING PURPOSES. AWARDED CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.
- E. PLAN ABBREVIATIONS:
E - EXISTING ITEM TO REMAIN
ER - NEW LOCATION OF EXISTING ITEM
N - NEW ITEM IN EXISTING LOCATION
R - EXISTING ITEM TO BE REMOVED
RN - REPLACE EXISTING WITH NEW
RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

KEYNOTES

- 1 REMOVE EXISTING GAS WATER HEATER AND ASSOCIATED APPURTENANCES. REFER TO P201 FOR NEW WORK.
- 2 EXISTING WATER ENTRANCE, METER AND IRRIGATION BFP TO REMAIN. REFER TO 201 FOR NEW WORK.
- 3 REUSE EXISTING VENT THROUGH ROOF. VERIFY EXISTING FLASHING IS IN GOOD WORKING ORDER.
- 4 REMOVE MOB BASIN AND ALL ASSOCIATED DRAINS, ACCESSORIES AND SUPPORTS. SANITARY ROUGH-INS REMAIN FOR NEW WORK. EXISTING FAUCET AND DOMESTIC PIPING TO REMAIN.



1 PLUMBING FOUNDATION PH2
3/16\"/>

GENERAL NOTES:

- A. REFER TO M000 FOR GENERAL NOTES & SYMBOLS.
- B. REFER TO P302 FOR PLUMBING DETAILS.
- C. REFER TO P502 FOR PLUMBING SCHEDULES.
- D. REFER TO PLUMBING FIXTURE ROUGH-IN SCHEDULE FOR BRANCH PIPE SIZING TO INDIVIDUAL PLUMBING FIXTURES.
- E. COORDINATE PIPE ROUTING WITH DUCTWORK. DUCTWORK HAS PRIORITY OVER PRESSURE PIPING. ROUTE PIPING WITHIN JOIST SPACES WHERE POSSIBLE.
- F. BRANCH PIPING SHALL BE TAKEN OFF THE TOP OF MAIN PIPING.

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CLIVE CITY HALL RENOVATION -
PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager at Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:

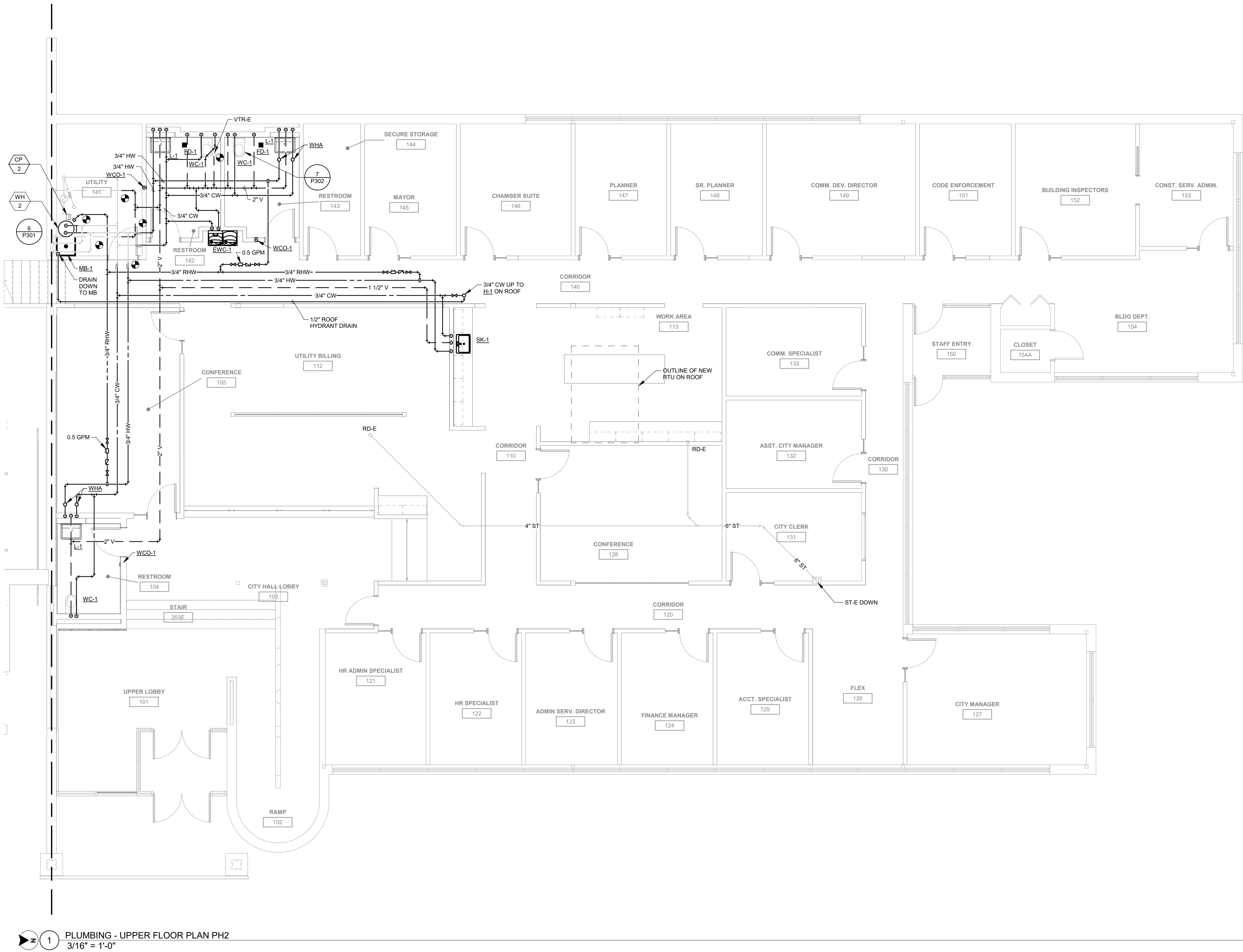
Revision	Description	Date
----------	-------------	------

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

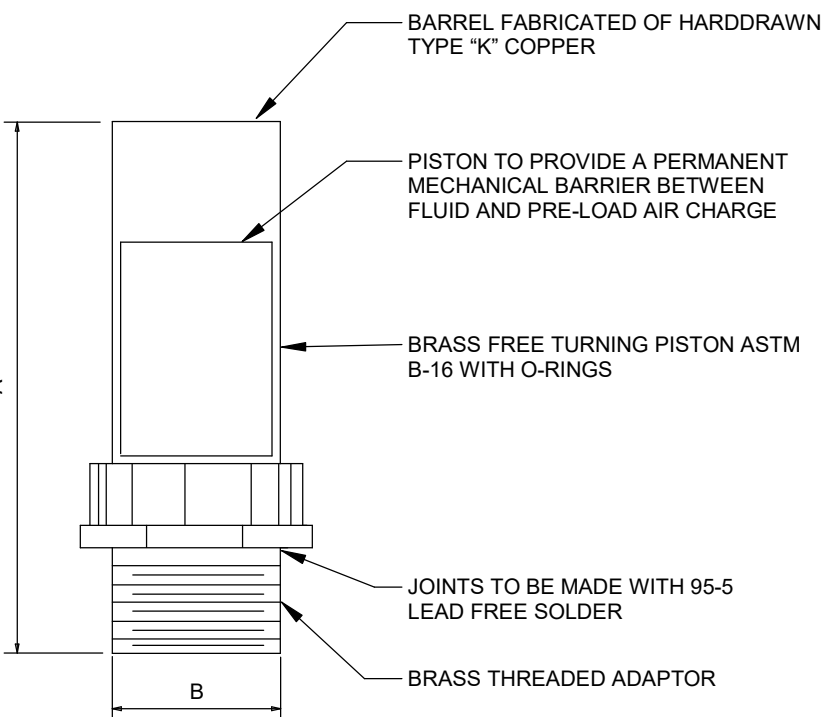
Sheet Name
PLUMBING FOUNDATION

Sheet Number
P200



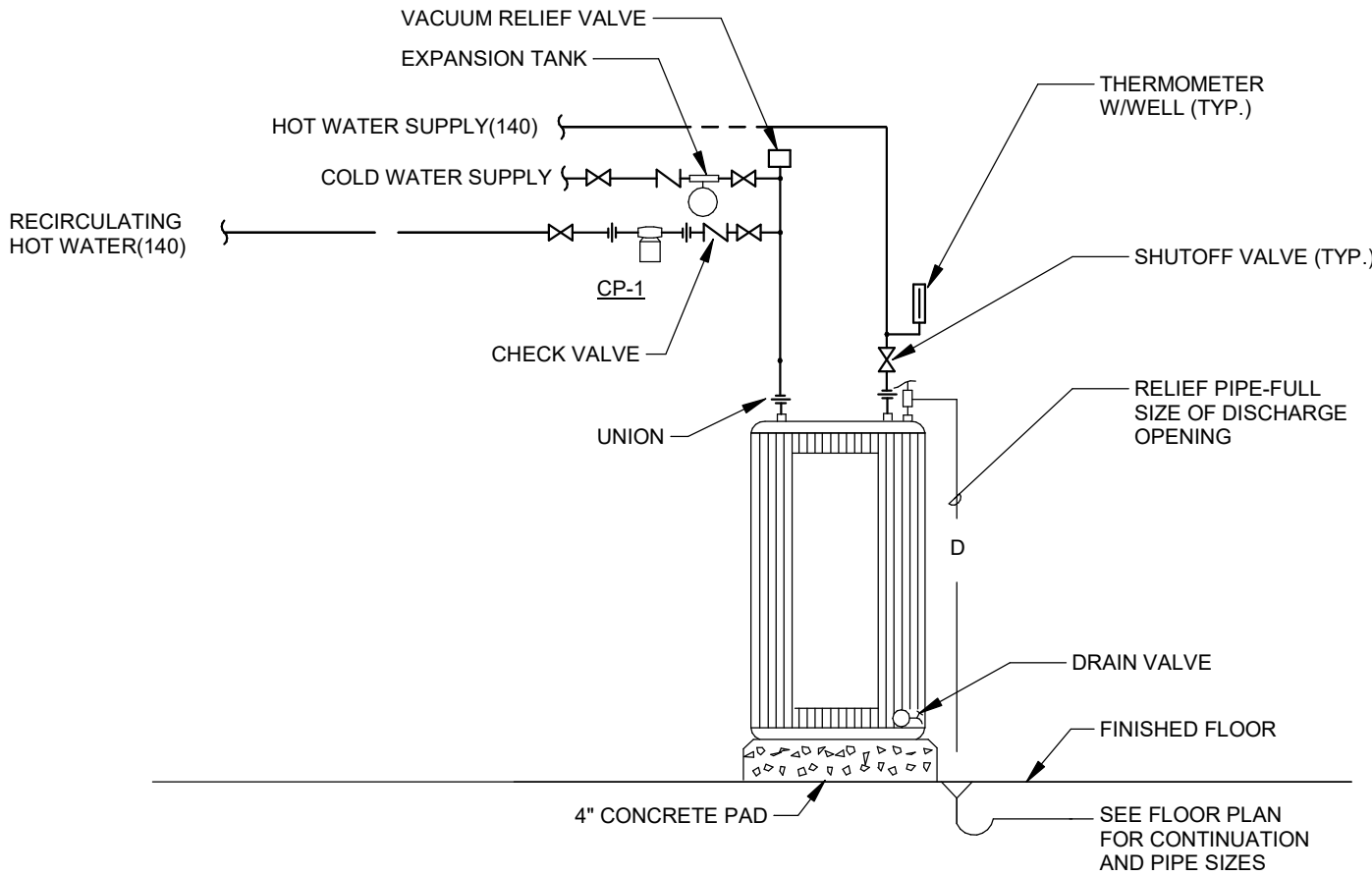
- GENERAL NOTES:**
- A. REFER TO M000 FOR GENERAL NOTES & SYMBOLS.
 - B. REFER TO P302 FOR PLUMBING DETAILS.
 - C. REFER TO P502 FOR PLUMBING SCHEDULES.
 - D. REFER TO PLUMBING FIXTURE ROUGH-IN SCHEDULE FOR BRANCH PIPE SIZING TO INDIVIDUAL PLUMBING FIXTURES.
 - E. COORDINATE PIPE ROUTING WITH DUCTWORK. DUCTWORK HAS PRIORITY OVER PRESSURE PIPING. ROUTE PIPING WITHIN JOIST SPACES WHERE POSSIBLE.
 - F. BRANCH PIPING SHALL BE TAKEN OFF THE TOP OF MAIN PIPING.

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A

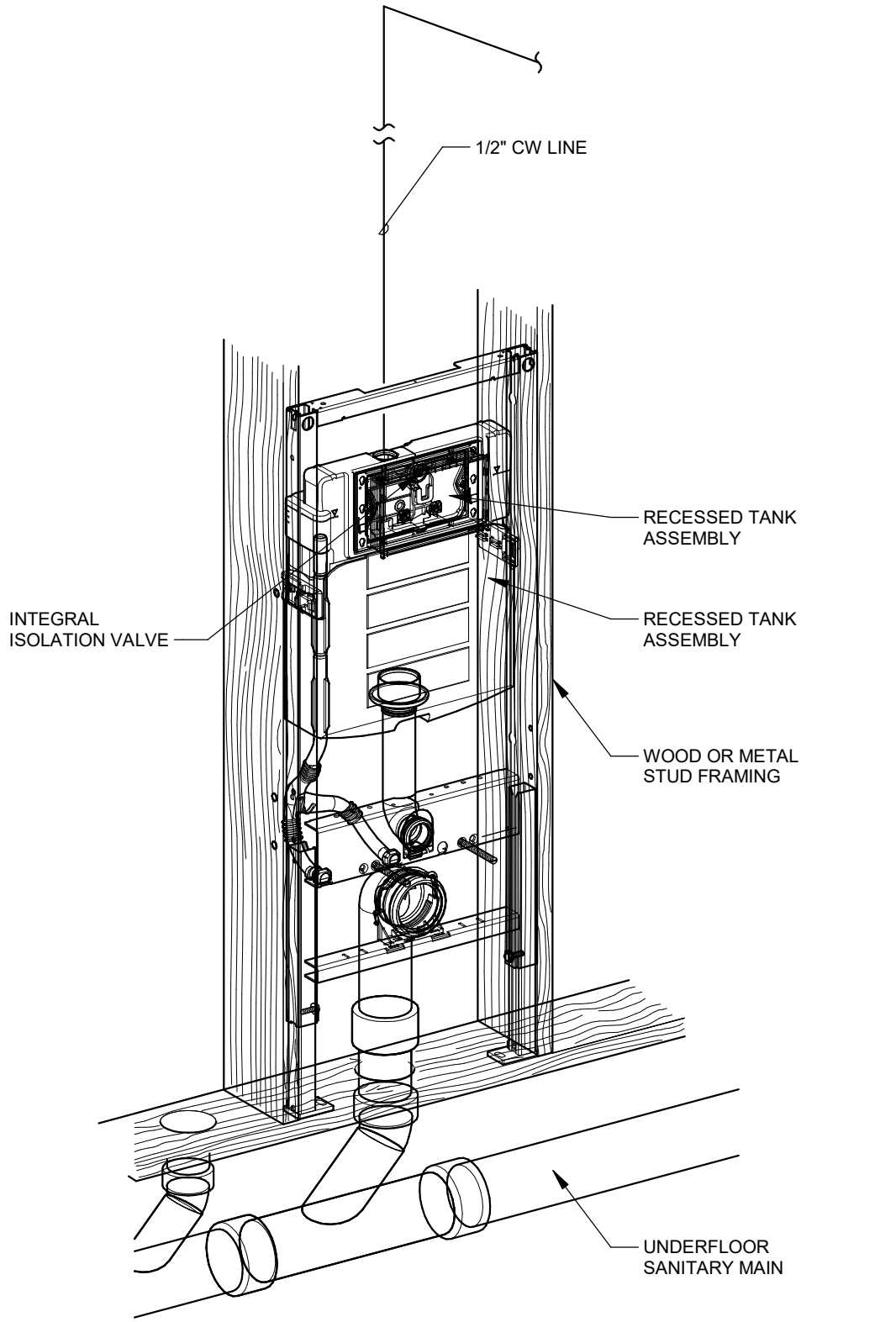


SIZE	SYMBOL	FIXTURE UNIT RATINGS	A SIZE	B SIZE
1/2"	A	1 - 11	5"	1/2"
3/4"	B	12 - 32	5"	3/4"
1"	C	33 - 60	7"	1"
1-1/4"	D	61 - 113	7"	1-1/4"
1-1/2"	E	114 - 154	9"	1-1/2"
2"	F	155 - 330	9"	2"

5 WATER SHOCK ARRESTOR DETAIL
NOT TO SCALE

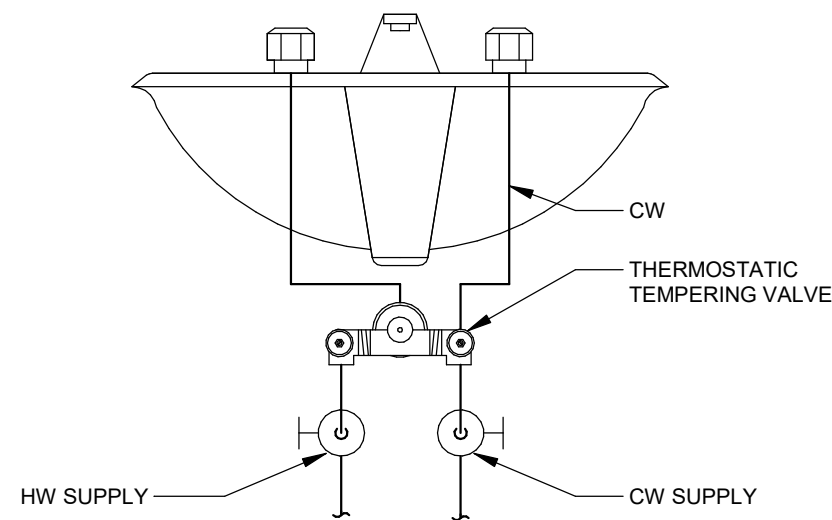


6 WATER HEATER PIPING DETAIL
NTS

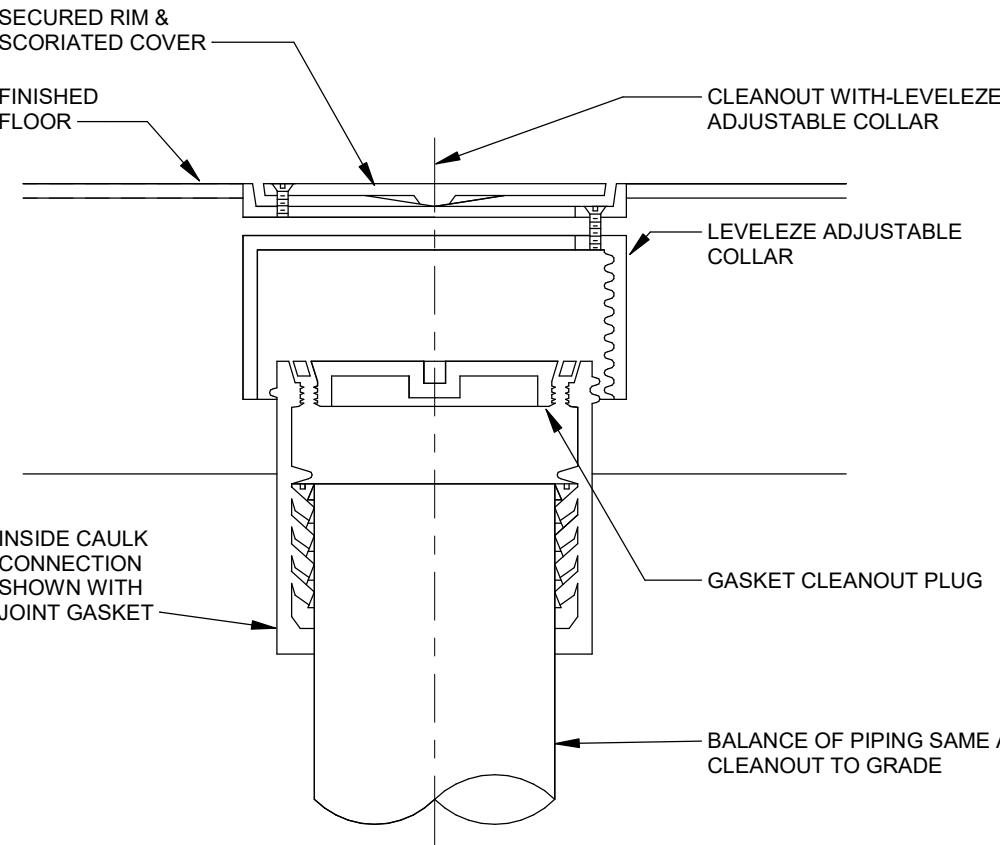


- NOTES:
- REFER TO MANUFACTURERS RECOMMENDATIONS FOR AND INSTALLATION DETAILS.
 - COORDINATE TANK ASSEMBLY ROUGH-IN REQUIREMENTS WITH GENERAL CONTRACTOR (FRAMING CONTRACTOR).
 - PROVIDE PROTECTIVE COVERS ON ALL EXPOSED PIPING AND CONTROLS DURING CONSTRUCTION.
 - UTILIZE LOCK WASHERS AND LOCK NUTS WHEN ACHORING THE TOILET ASSEMBLY TO STUD FRAMING AND FLOOR.

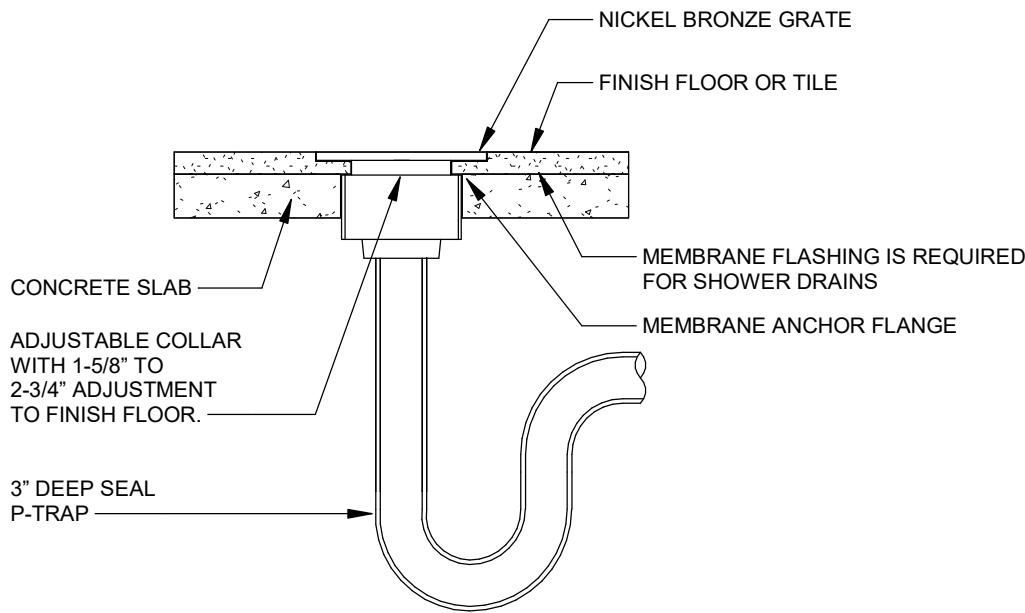
7 TOILET DETAIL
NTS



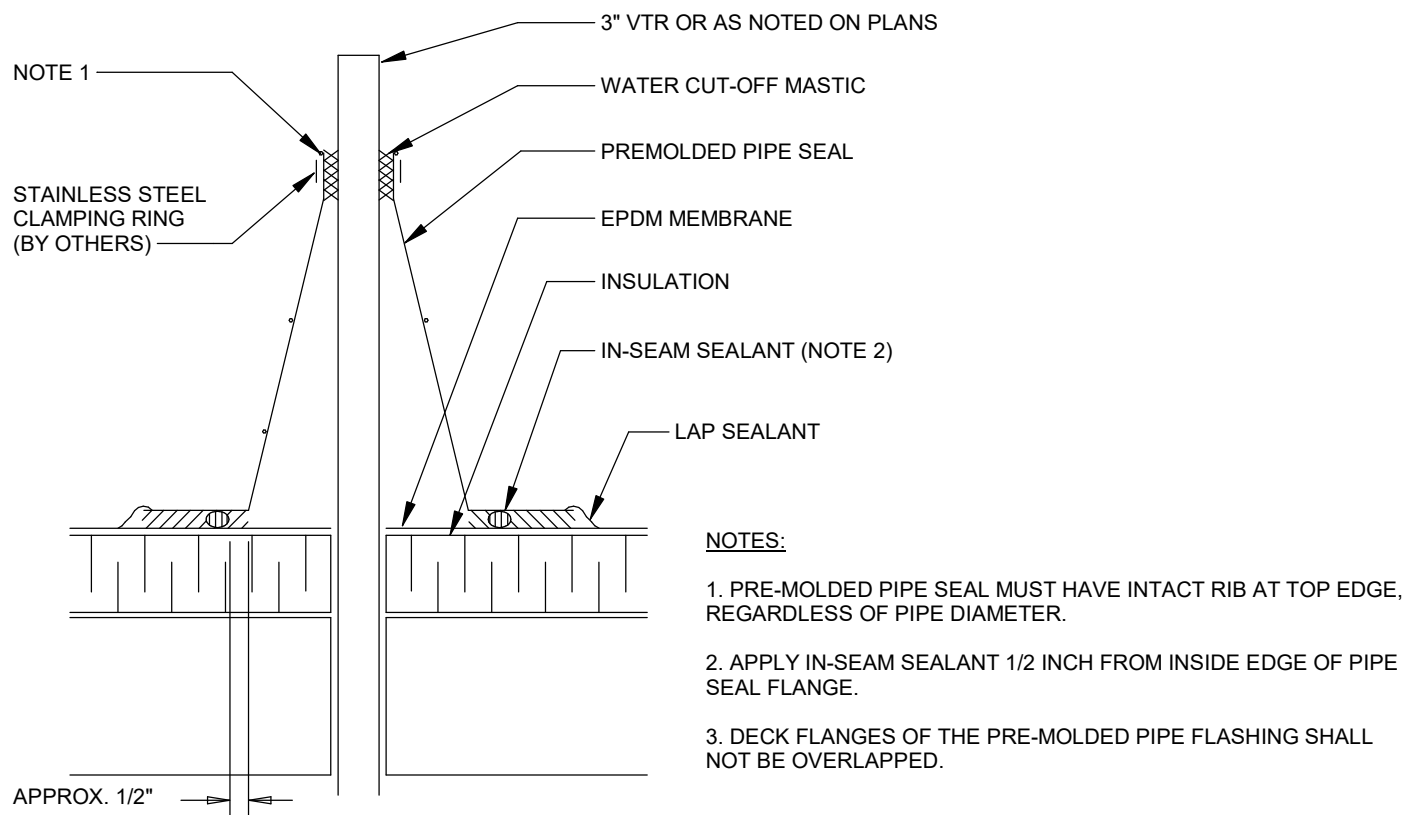
1 POINT-OF-USE MIXING VALVE DETAIL
NTS



2 FLOOR CLEANOUT DETAIL
NTS



3 FLOOR DRAIN DETAIL
NTS



- NOTES:
- PRE-MOLDED PIPE SEAL MUST HAVE INTACT RIB AT TOP EDGE, REGARDLESS OF PIPE DIAMETER.
 - APPLY IN-SEAM SEALANT 1/2 INCH FROM INSIDE EDGE OF PIPE SEAL FLANGE.
 - DECK FLANGES OF THE PRE-MOLDED PIPE FLASHING SHALL NOT BE OVERLAPPED.

4 PLUMBING VENT THROUGH EPDM ROOF DETAIL
NTS

PLUMBING FIXTURE SCHEDULE				
REFERENCE	MFR	MODEL	DESCRIPTION	TRIM
EWC-1 (BI-LEV/ADA)	ELKAY	EZSTL8WSSK	ADA COMPLIANT, WALL HUNG BI-LEVEL ELECTRIC WATER COOLER WITH FRONT AND SIDE PUSHBAR ACTIVATION. STAINLESS STEEL WRAPPER AND BASIN WITH INTEGRAL GRID DRAIN. SAFETY BUBBLER, 8 GPH OF 50°F WATER AT 90°F AMBIENT TEMPERATURE AND 90°F INLET WATER. 115V COMPRESSOR PROVIDED WITH ELECTRIC CORD AND PLUG. ADA COMPLIANT MOUNTING HEIGHTS. ACCESSORY APRON, PROVIDES MANDATORY 27" FLOOR TO UNDERSIDE REQUIREMENTS - THERMO-FORMED TEXTURED ABS PLASTIC, EQUIPPED WITH BOTTOM COVER PLATE. DRAIN & TRAP ASSEMBLY, ADJUSTABLE THERMOSTAT, MOUNTING ACCESSORIES, AND ANGLE STOPS. UNIT SHALL CONFORM TO ANSI 61 & 372.	ELKAY "EZH20", INTEGRAL ADA BOTTLE FILLING STATION. ELECTRONIC SENSOR FOR NO-TOUCH ACTIVATION WITH AUTOMATIC 30-SECOND SHUT-OFF TIMER. STATION SHALL PROVIDE 1.1-1.5 GPM FLOW RATE WITH LAMINAR FLOW OUTLET TO MINIMIZE SPLASHING, NO FILTER, INTEGRATED SILVER ION ANTI-MICROBIAL PROTECTION, CERTIFIED TO NSF/ANSI 42 AND 53.
FD-1	ZURN	Z415B	CAST IRON BODY FLOOR DRAIN, TYPE "B" 6" ROUND POLISHED NICKEL BRONZE STRAINER. OUTLET SIZE AS NOTED ON DRAWINGS.	PROVIDE WITH TRAP GUARD; PROSET "TRAP GUARD", SURE SEAL "MODEL SS", OR APPROVED EQUAL.
H-1	WOODFORD	RHY2-MS	FREEZELESS ROOF HYDRANT, GALVANIZED PIPE CASING, ROD GUIDE, ONE PIECE VARIABLE FLOW PLUNGER WITH CUSHION TYPE SEAL, BUILT IN VENT AND DRAIN PORT DOUBLE CHECK BACKFLOW PREVENTER, HEAVY DUTY CAST IRON MOUNTING SYSTEM WITH SHIM FOR PITCH ADJUSTMENT, CAST IRON HYDRANT SUPPORT, WELL SEAL, EPDM BOOT COVER, ASSE 1052 APPROVED AND LISTED.	NA
IMB-1	SIOUX CHIEF	OX BOX(TM)	ICE MAKER OUTLET BOX - ABS PLASTIC ENCLOSURE, FIRE RATED, 1/2" FIP INLET, 1/4" OD OUTLET LEAD FREE QUARTER TURN BRASS BALL VALVE WITH FACEPLATE.	INSTALL BFP-1 DOWNSTREAM OF ICE MAKER OUTLET BOX.
L-1(ADA)	DURAVIT	30055	WALL HUNG, VITREOUS CHINA LAVATORY, OVERALL DIMENSIONS 21 1/2" x 16 3/4", SINGLE CENTER HOLES, OVERFLOW, NO BACKSPLASH. WALL MOUNT / PROVIDE WITH CONCEALED ARM CARRIER. ADA COMPLIANT. PROVIDE WITH SHROUD BELOW BASIN.	SLOAN "EAF-250", ADA COMPLIANT, BATTERY POWERED SENSOR TYPE FAUCET, WITH OFFSET GRID STRAINER AND TRAP, TRUEBRO "102W, 105" CW, HW, AND WASTE PIPE GUARDS AND ESCUTCHEONS. MAXIMUM FIXTURE FLOW TO BE 0.5 GPM. PROVIDE POWERS "LFE480" POINT OF USE MIXING UNDER FIXTURE. MIXING VALVE MUST MEET ASSE 1070 AND UPC 2009 REQUIREMENTS. PROVIDE WITH 1/4 TURN, 3/8" BRASS STOPS.
MB-1	FIAT	TSB100	SQUARE MOP BASIN - PRECAST TERRAZZO, 24"x24"x12", CONTINUOUS STAINLESS STEEL CAPS ON ALL CURBS, STAINLESS STEEL INTEGRAL DRAIN WITH REMOVABLE STRAINER, 3" OUTLET. CAULK BETWEEN MOP BASIN AND WALL WITH SILICONE BASED CAULK. PROVIDE WITH STAINLESS STEEL SPLASH PLATE WHICH EXTENDS 8" ON EACH SIDE, MOP HANGER, HOSE AND HOSE BRACKET, AND DEEP SEAL TRAP.	EXISTING FAUCET TO SERVE NEW MOB BASIN.
SK-1	ELKAY	ELUHAQD3218	DOUBLE BOWL, UNDERCOUNTER MOUNT, 18-GAUGE STAINLESS STEEL, COMPLETELY UNDERCOATED, 32" SIDE TO SIDE x 18 1/2" FRONT TO BACK, EACH BOWL 14 1/4" x 16 1/2" x 8" DEEP. VERIFY FINAL DIMENSIONS FROM ARCH ELEVATION AND MILWORK DRAWINGS. COORDINATE ALL REQUIRED HOLES FOR TRIM AND INDICATE IN SUBMITTAL. REMOVABLE STAINLESS STEEL BASKET STRAINERS AND TAILPIECE.	DELTA "9159-DST", ADA, BRASS CONSTRUCTION, CHROME-PLATED FINISH, STANDARD SWIVEL SPOUT, 9" REACH, 1.8 GPM AERATOR, SINGLE LEVER HANDLE, INTEGRAL DUAL-FUNCTION SPRAY WITH DUAL INTEGRAL CHECK VALVES AND 53" LONG HOSE, 10-1/2" ESCUTCHEON, THREE HOLE FAUCET. PROVIDE WITH 1/4 TURN, 3/8" BRASS STOPS.
WC-1 (CONEALED TANK/WALL HUNG)	DURAVIT	2530090092	ADA, WALL HUNG DUAL FLUSH (1.28GPF/1.6 GPF), WHITE VITREOUS CHINA, ELONGATED BOWL, CONCEALED FLUSH TANK WITH INTEGRATED CARRIER RATED FOR MINIMUM 500 LBS, BOLT CAPS. ADA COMPLIANT BOWL HEIGHT. MANUAL PUSH BUTTON DUAL FLUSH CONTROLS WITH PLASTIC TRIM. TANKS AND CARRIERS FROM OTHER MANUFACTURERS (GEBERIT, TOTO, KOHLER) ARE ACCEPTABLE. PROVIDE WITH 5 YEAR WARRANTY.	DURAVIT "0064390000" (OR SAME AS TOILET MFR) WHITE OPEN FRONT, SELF-SUSTAINING HEAVY SEAT, INJECTION MOLDED PLASTIC, STAINLESS STEEL POSTS, ESCUTCHEON & WAX RING. PROVIDE WITH INTEGRAL 1/4 TURN, 3/8" BRASS STOP.
WCO-1 (WALL CLEANOUT)	ZURN	Z-1441	WALL CLEANOUT - END CAP, CAST IRON ACCESS BODY, GAS AND WATERTIGHT BRONZE OR BRASS THREADED PLUG, ROUND STAINLESS STEEL ACCESS COVER, EXTENDED MACHINE SCREW.	NA

NOTES:
1. REFER TO PLUMBING FIXTURE ROUGH-IN SCHEDULE FOR MINIMUM CONNECTION SIZES.

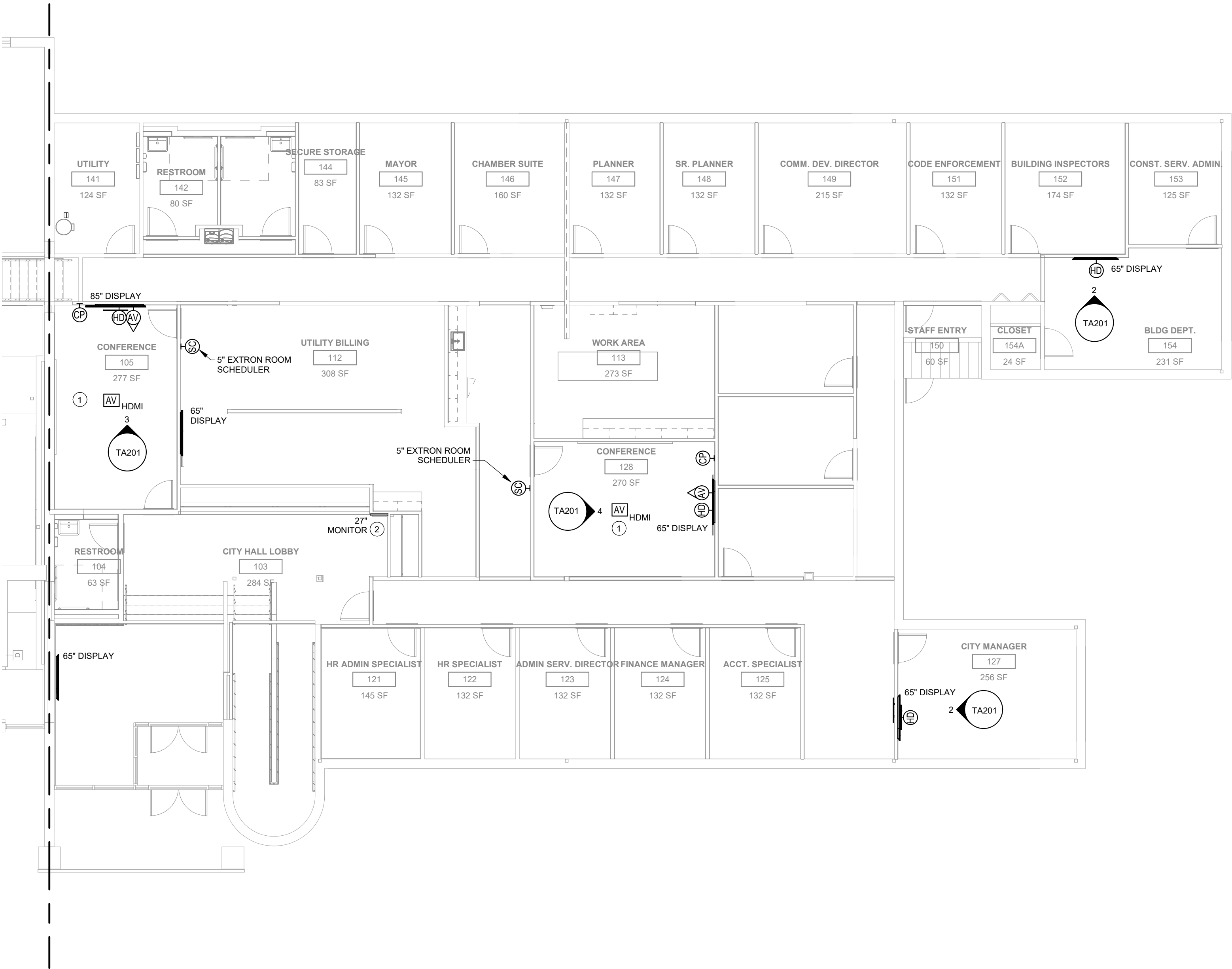
PLUMBING PIPING AND INSULATION SCHEDULE									
SYSTEM	SIZE RANGE (INCHES)	LOCATION	PIPE MATERIAL (NOTE 1)	JOINT TYPE (NOTE 1)	VALVE TYPES (NOTE 3)	INSULATION TYPE (NOTE 2)	INSULATION THICKNESS (INCHES)	JACKET (NOTE 4)	NOTES
DOMESTIC COLD WATER	3/4 - 1 1/4	ABOVE GROUND	TYPE L COPPER	SOLDER/PRESSURE SEAL	BRONZE BALL W/ SS TRIM	MINERAL FIBER	1/2	PVC	5
DOMESTIC HOT WATER	3/4 - 1 1/4	ABOVE GROUND	TYPE L COPPER	SOLDER/PRESSURE SEAL	BRONZE BALL W/ SS TRIM	MINERAL FIBER	1	PVC	5
DOMESTIC HOT WATER CIRC	3/4 - 1 1/4	ABOVE GROUND	TYPE L COPPER	SOLDER/PRESSURE SEAL	BRONZE BALL W/ SS TRIM	MINERAL FIBER	1	PVC	5
SANITARY DRAIN (GRAVITY)	1 1/2 - 8	BELOW GROUND	SCH 40 PVC DWV / CI	SOLVENT / HUB & SPIGOT	N/A	--	--	--	
SANITARY VENT PIPING	1 1/4 - 4	BELOW GROUND	SCH 40 PVC DWV / CI	SOLVENT / HUB & SPIGOT	N/A	--	--	--	
SANITARY DRAIN (GRAVITY)	1 1/2 - 8	ABOVE GROUND	SCH 40 PVC DWV / CI	SOLVENT / NO HUB	N/A	--	--	--	
SANITARY VENT PIPING	1 1/4 - 6	ABOVE GROUND	SCH 40 PVC DWV / CI	SOLVENT / NO HUB	N/A	MINERAL FIBER	1	--	5,6

NOTES:
1. ALL PIPING UTILIZED FOR POTABLE WATER SHALL MEET NSF 14, 61 AND 372. PUSH TO CONNECT / PUSH ON TYPE JOINTS ARE NOT ALLOWED. REFER TO SPECIFICATIONS FOR FURTHER JOINT AND MATERIAL REQUIREMENTS.
2. REFER TO SPECIFICATIONS FOR FURTHER INSULATION REQUIREMENTS. INSULATION R-VALUE SHALL MEET INTERNATIONAL ENERGY CODE 2012 REQUIREMENTS.
3. ALL VALVES UTILIZED IN POTABLE WATER SYSTEMS SHALL MEET NSF 61 AND 372. REFER TO SPECIFICATIONS FOR FURTHER VALVE REQUIREMENTS.
4. EXPOSED PIPING MOUNTED BELOW 10'-0" ABOVE FLOOR SHALL HAVE PVC JACKET.
5. INSULATION APPLIED TO PIPING THAT IS LOCATED IN RETURN AIR PLENUMS SHALL MEET ASTM E 94 25/50 FLAME AND SMOKE SPREAD RATING AND COMPLY WITH NFPA STANDARD 90A.
6. VENT PIPING SHALL BE INSULATED A MINIMUM OF 5'-0" FROM EXTERIOR WALL OR ROOF PENETRATION.
7. STORM PIPING SHALL BE INSULATED A MINIMUM OF 5'-0" FROM ROOF DRAIN CONNECTION. ALL HORIZONTAL PIPING ABOVE CEILING SHALL BE INSULATED.

DOMESTIC CIRC. PUMP	
REFERENCE	CP-2
MANUFACTURER	GRUNDFOS
MODEL #	UP SERIES
TYPE	INLINE
SERVES	WH-1
GPM	1.5
FT HEAD	20
VOLTAGE/PH	120/1
NOTES	1,2,3,4,5
NOTES: 1. PUMP TO OPERATE CONTINUOUSLY. 2. EC TO PROVIDE DISCONNECT. 3. PROVIDE WITH LINE-VOLTAGE, UL LISTED, STRAP-ON AQUASTAT WITH REMOTE SENSOR. INSTALL PER MFR.. 4. PUMP TO CYCLE ON/OFF WITH AQUASTAT. 5. PUMP RATED FOR 125 PSIG AT 225°F	

WATER HEATER SCHEDULE	
REFERENCE	WH-2
MANUFACTURER	AO SMITH
MODEL #	DEL-50D-S
SERVES	SEE PLAN
DIMENSIONS (DIAM, HEIGHT)	27"/32"
GALLONS	50
RECOVERY GPH 80°F RISE	26
KW	5
DELIVERY WATER TEMP (°F)	120
VOLTAGE/PH	208/1
NOTES	1,2,3
NOTES: 1. PROVIDE WITH ASME RATED T&P RELIEF VALVE 2. UNIT TO MEET REQUIREMENTS OF IECC 2012.	

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



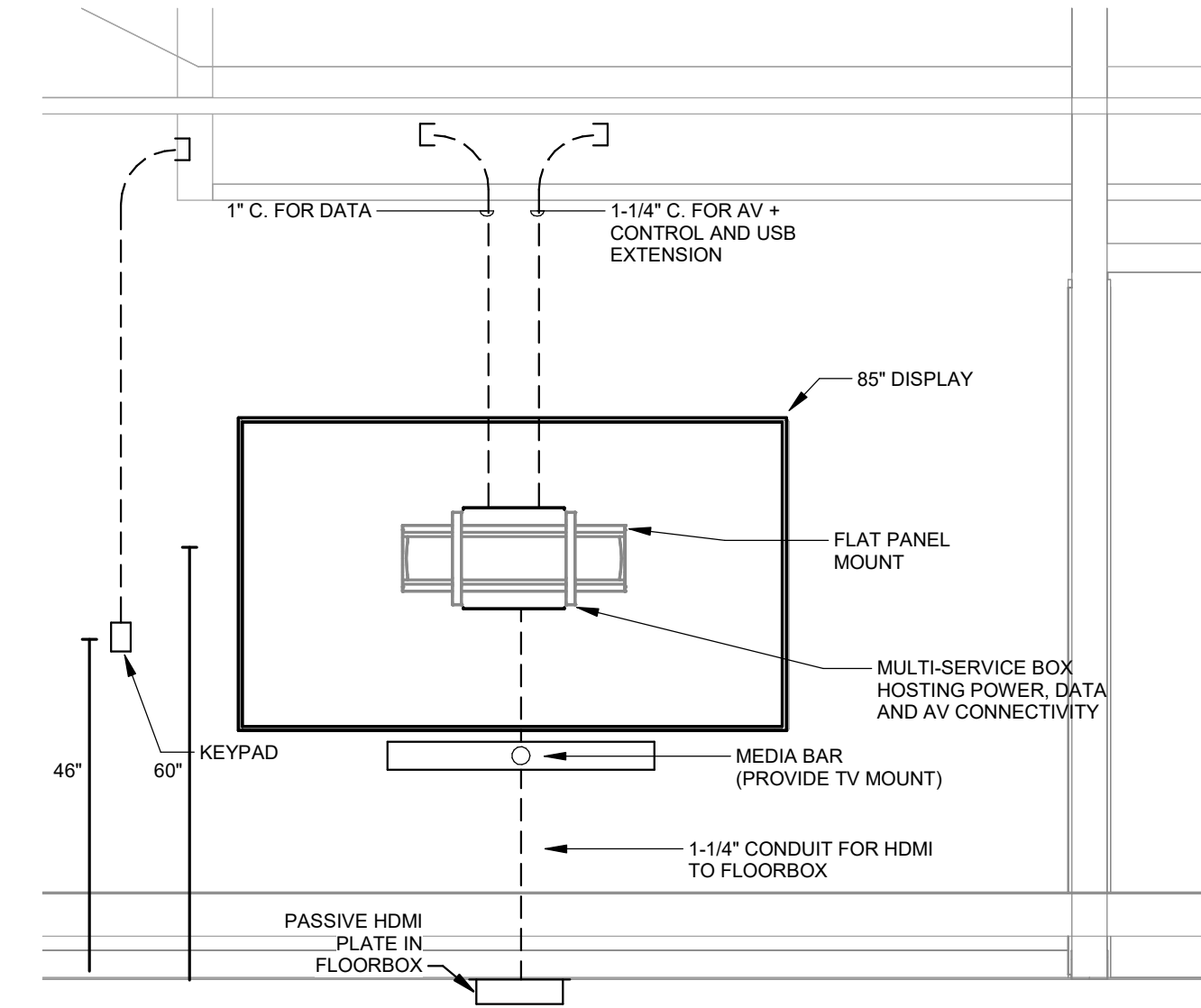
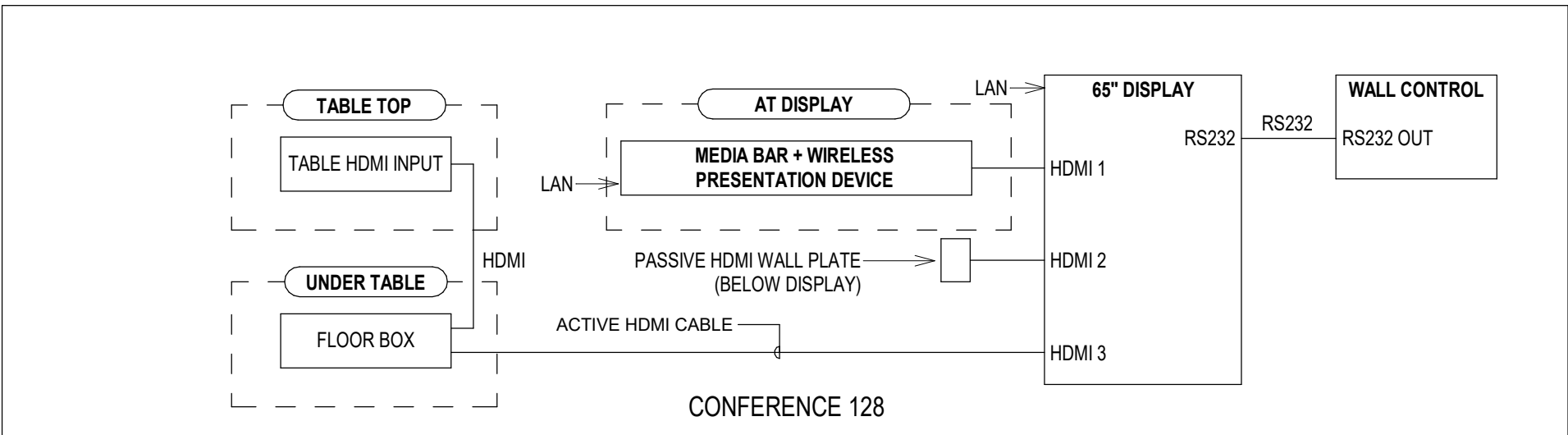
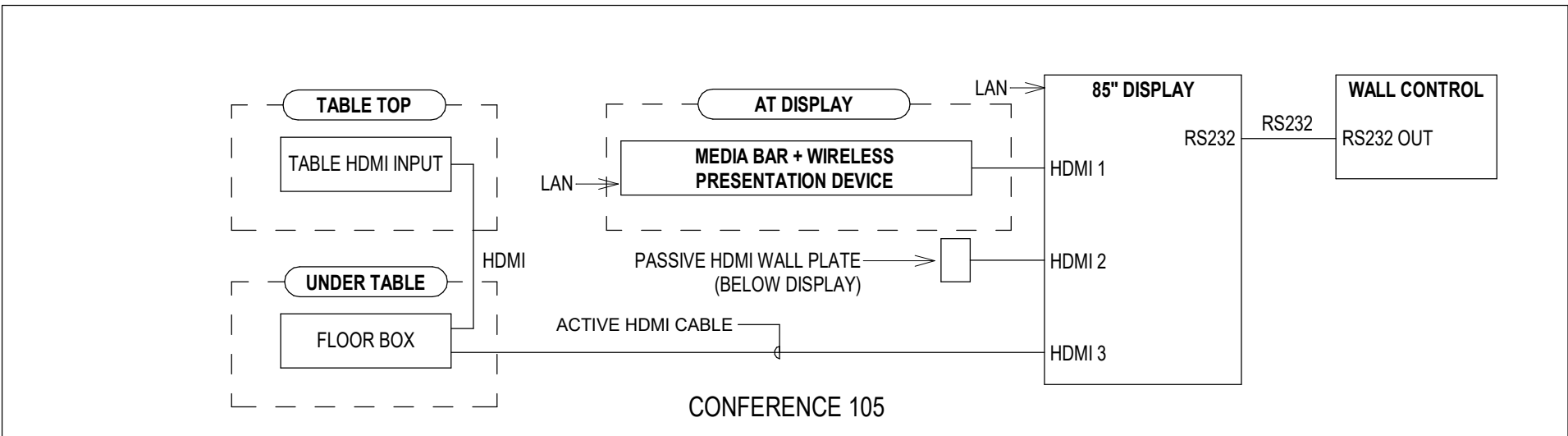
1 AUDIO VISUAL - NEW - FLOOR PLAN PH2
1/8" = 1'-0"

Conference Room 105

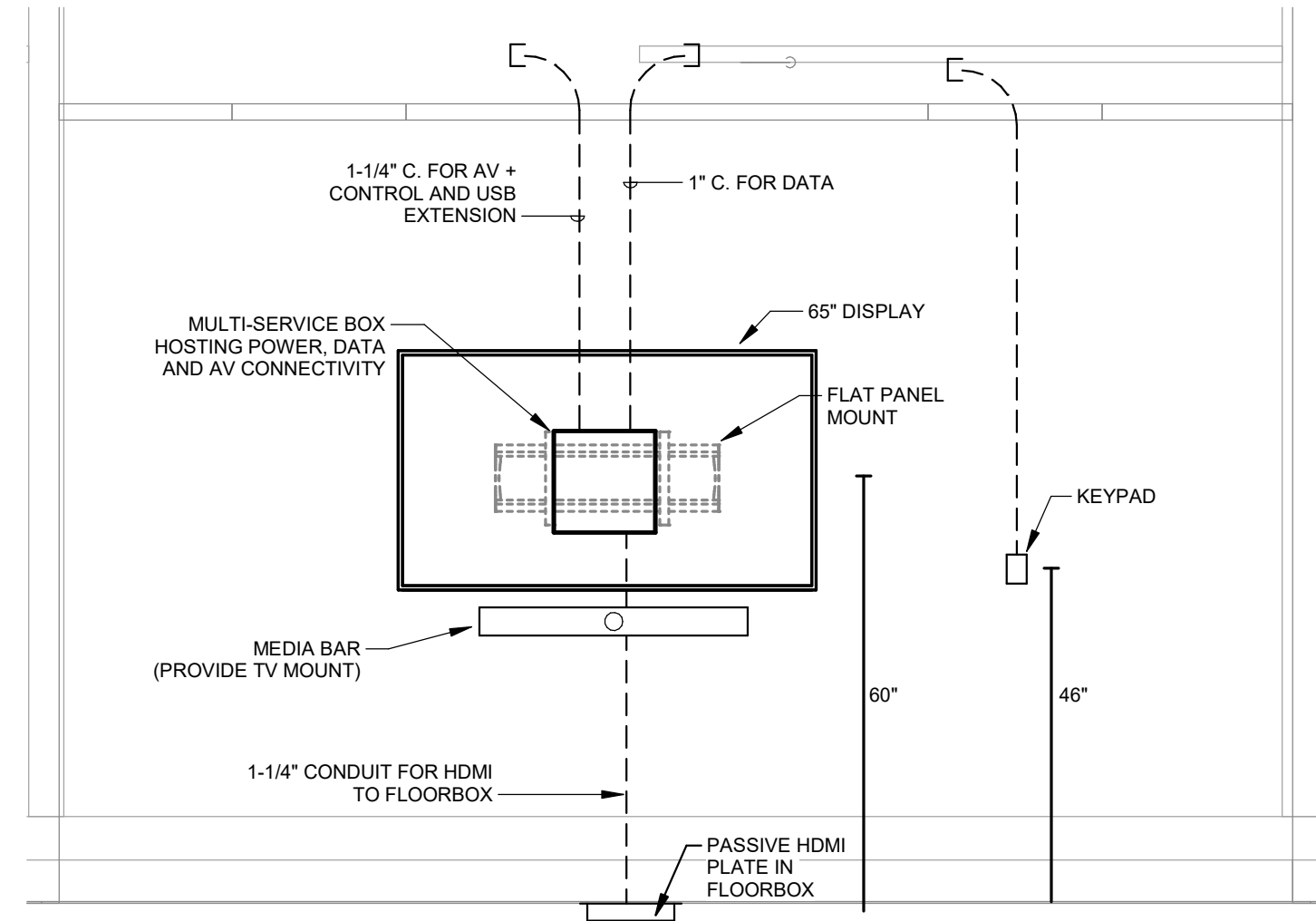
BASE BID				
BASIS-OF DESIGN				
	DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video	85" wall mounted displays	Sony	FW-85BZ40L	1
	Display wall mount for 85" displays	Chief	XSM1U	1
	*Back Box for installation behind displays	*Chief	*PAC 526F	1
	Video conferencing media bar + wireless presentation	Barco	Clickshare Bar Pro	1
	Media Bar TV Mount	Barco	Clickshare TV Mount	1
	Clickshare Dongles (included with media bar)	Barco	Clickshare	2
	Control panel (include 12VDC Power Supply)	Extron	MLC 55 RS	1
	Misc			
	Room Scheduler (Outside of Room on Wall)	Extron	TLS 525M	1
	Passive HDMI wall plate (immediately below display)	Vendor choice	Vendor choice	1
Misc.	35 foot fiber HDMI cable (input to below table)	Extron	26-726-35	1
	6 foot flexible HDMI cables (for table top connection)	Extron	26-663-06	2
	Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.	Custom by AV contractor. Itemize and provide lump sum pricing		
	AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.			
* This product to be provided and installed by electrical contractor				

Conference Room 128

BASE BID				
BASIS-OF DESIGN				
	DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video				
	65" wall mounted display	Sony	FW-65BZ40L	1
	Display wall mount for 65" displays	Chief	XSM1U	1
	*Back Box for installation behind displays	*Chief	*PAC 526F	1
	Video conferencing media bar + wireless presentation	Barco	Clickshare Bar Pro	1
	Media Bar TV Mount	Barco	Clickshare TV Mount	1
	Clickshare Dongles (included with media bar)	Barco	Clickshare	2
	Control panel (include 12VDC Power Supply)	Extron	MLC 55 RS	1
Misc				
	Room Scheduler (Outside of Room on Wall)	Extron	TLS 525M	1
	Passive HDMI wall plate (immediately below display)	Vendor choice	Vendor choice	1
	35 foot fiber HDMI cable (input to below table)	Extron	26-726-35	1
	6 foot flexible HDMI cables (for table top connection)	Extron	26-663-06	2
	Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.	Custom by AV contractor. Itemize and provide lump sum pricing		
AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.				
* This product to be provided and installed by electrical contractor				



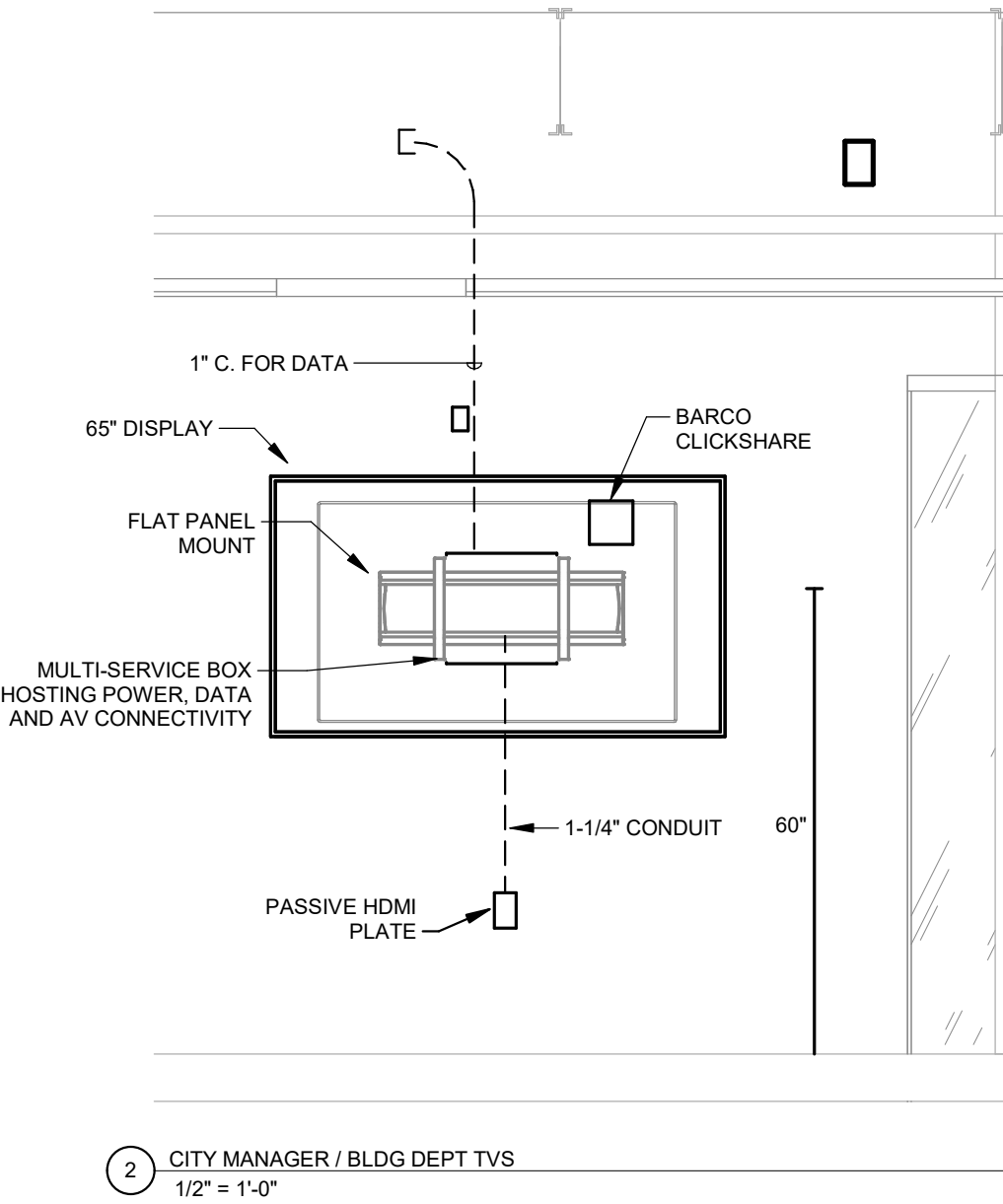
3 ELEVATION WEST WALL - CONFERENCE 105
1/2" = 1'-0"



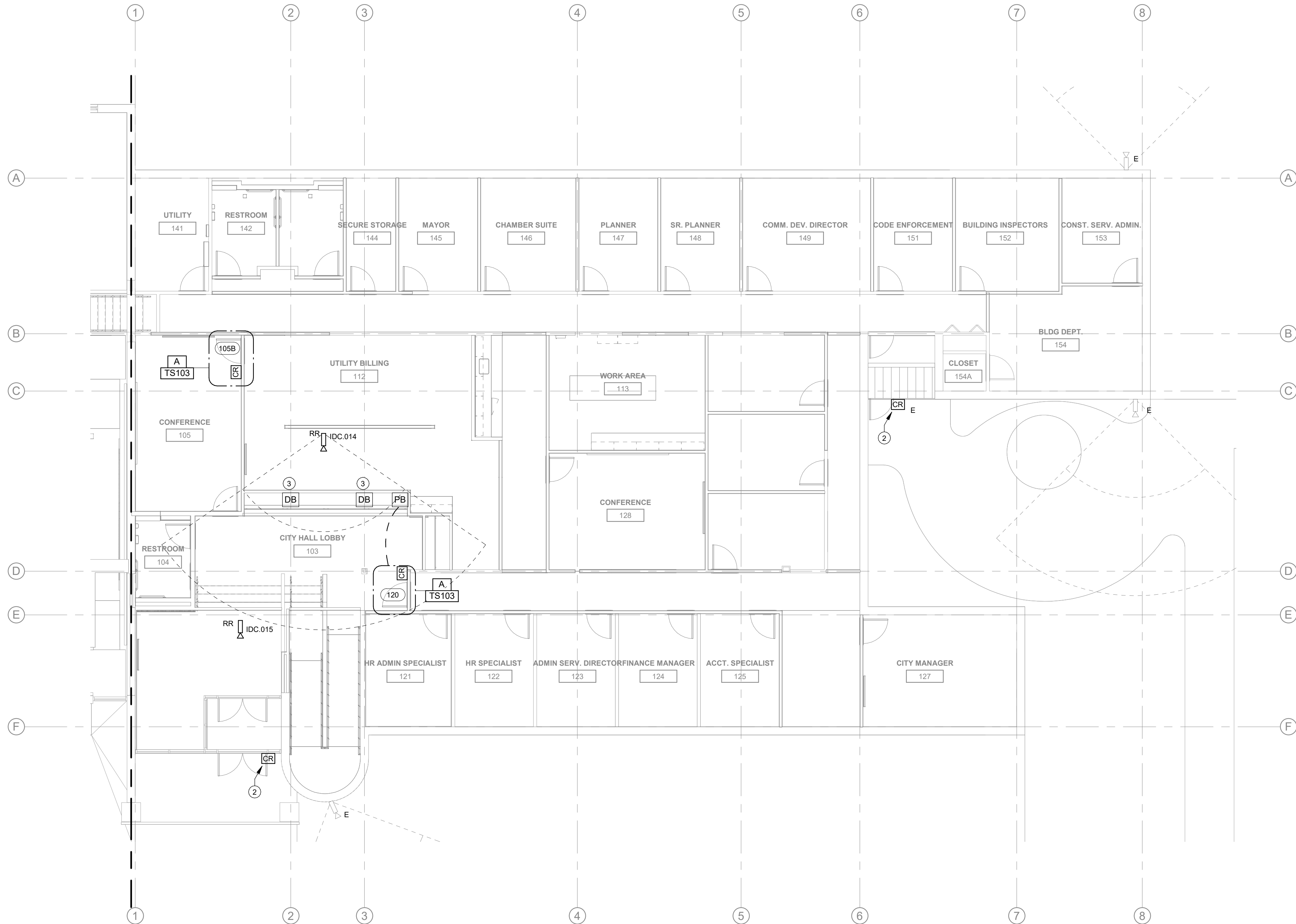
4 ELEVATION SOUTH WALL - CONFERENCE 128
1/2" = 1'-0"

KEYNOTES

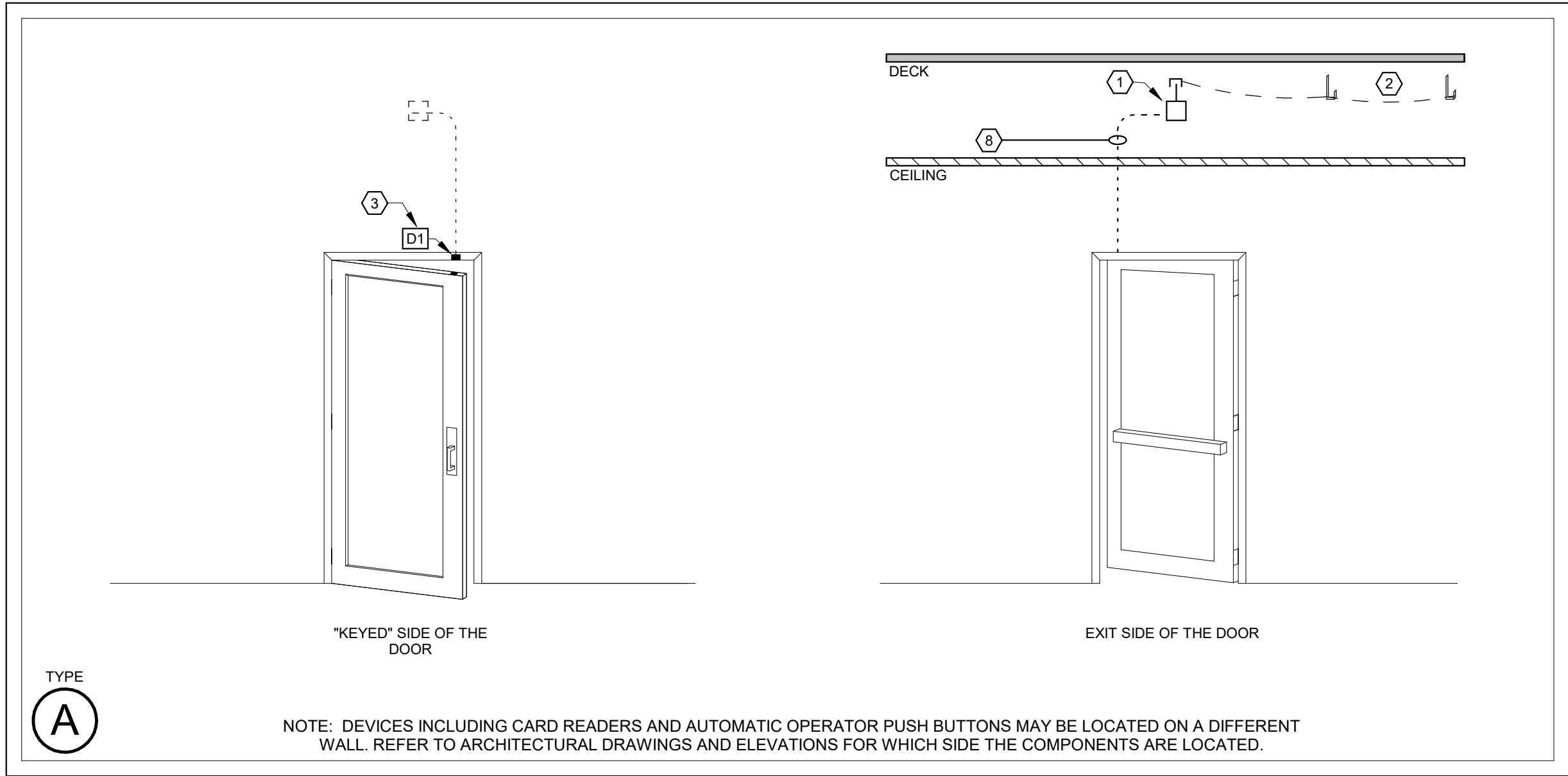
- 1 FLOOR BOX SHALL ACCOMMODATE ONE (1) HDMI CABLE ROUTED FROM THE ROOM DISPLAY TO AN HDMI PLATE IN THE FLOOR BOX. REFER TO THE RISER DIAGRAM DETAILS FOR ADDITIONAL INFORMATION.
- 2 LOCATION OF 27" MONITOR. MONITOR SOURCE SHALL BE FROM BARCO CLICKSHARE C-10 FROM CABINET BEHIND WALL. PROVIDE HDMI CABLE BEHIND MONITOR WITH PATHWAY INTO UPPER CABINET WHERE THE CLICK SHARE SHALL RESIDE.



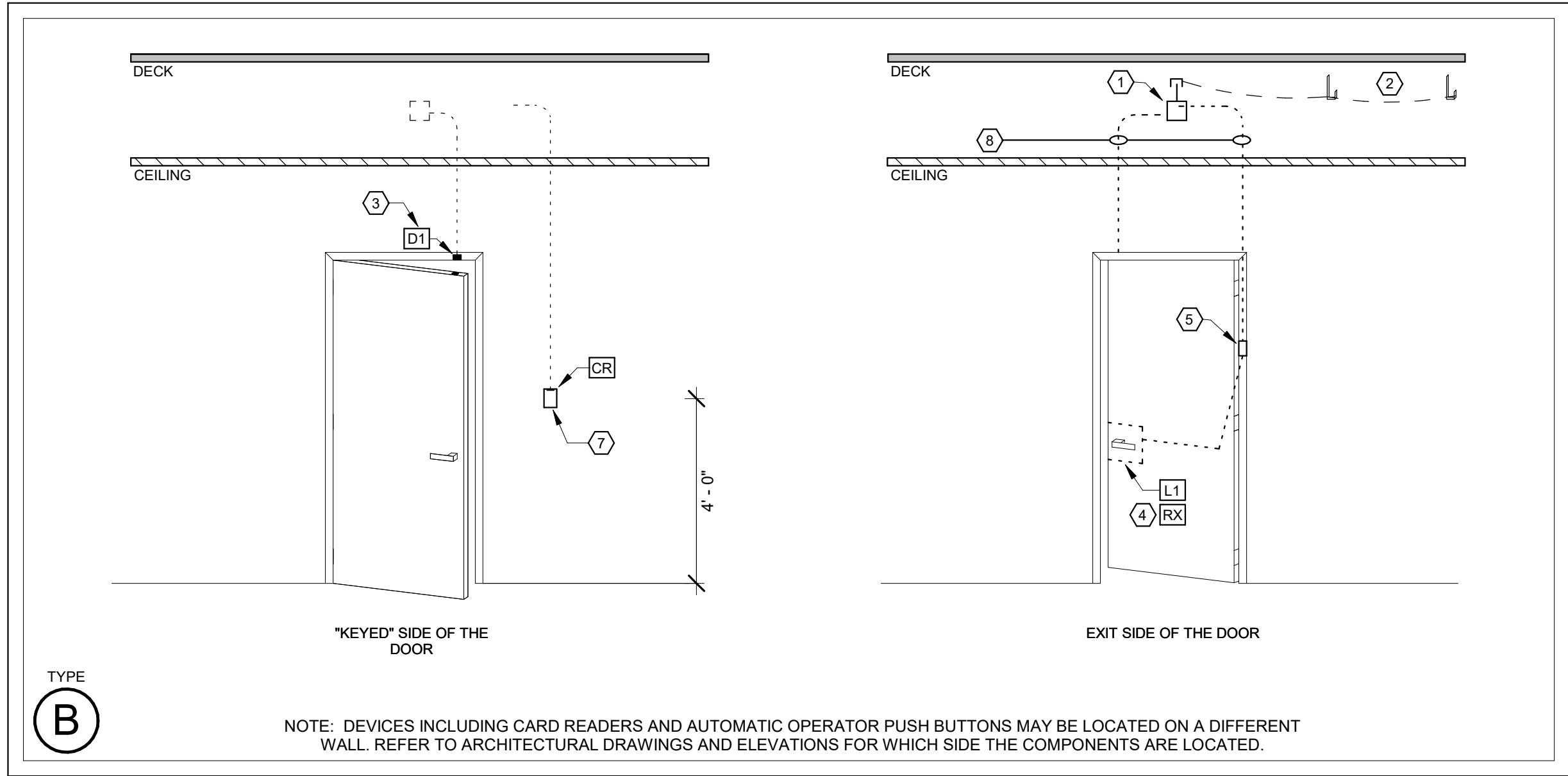
2 CITY MANAGER / BLDG DEPT TVS
1/2" = 1'-0"



1 SECURITY - NEW - UPPER FLOOR PLAN - Dependent 1
1/8" = 1'-0"



A ACCESS CONTROL DETAIL "A" PH2
3/8" = 1'-0"



B ACCESS CONTROL DETAIL "B" PH2
3/8" = 1'-0"

CAMERA SCHEDULE

REFERENCE	MANUFACTURER	MODEL	MOUNT TYPE	RATING	FIELD OF VIEW	RESOLUTION	FRAMERATE	WIDE DYNAMIC RANGE	DESCRIPTION
1DC.014	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
1DC.015	AVIGILON	8.0C-H6A-FE-D01-IR	CEILING	IK10 / IP66	FISHEYE (360°)	2048 x 2048	25FPS	120dB	FISHEYE, IR, OUTDOOR READY CAMERA

GENERAL NOTES:

- A. PROVIDE ALL NECESSARY MOUNTING HARDWARE FOR PROPER INSTALLATION.
B. CAMERAS TO BE LOCATED AND FOCUSED TO PROVIDE MAXIMUM COVERAGE FOR AREAS SERVED, WHILE PREVENTING FIELD OF VIEW FROM BEING OBSTRUCTED.
C. COORDINATE ROUGH-IN LOCATION WITH ELECTRICAL CONTRACTOR (DIV 26) AND ALL OTHER TRADES TO AVOID CONFLICTS WITH BUILDING FEATURES.

GENERAL NOTES

- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLING.

KEYNOTES

- 2 PROVIDE A REPLACEMENT ACCESS CONTROL CARD READER AT THIS LOCATION. EXISTING HARDWARE, WIRING AND HEAD END COMPONENTS ARE INTENDED TO REMAIN. DESIGN INTENT IS TO UPDATE CARD READER TECHNOLOGY.
- 3 PROVIDE AN UNDER COUNTER MOUNTED DURESS BUTTON EQUAL TO ALARM CONTROLS TS-20D. BUTTON SHALL HOST DOUBLE POLE DOUBLE THROW CONTACTS. ROUTE WIRING BACK TO THE INTRUSION DETECTION PANEL AND THE TO THE ACCESS CONTROL HEAD END. IN THE EVENT THIS BUTTON IS PRESSED, CENTRAL MONITORING SHALL BE NOTIFIED OF THE DURESS EVENT AND THE BUILDING SHALL ENTER A LOCKDOWN STATE FOR ACCESS CONTROL PURPOSES. PROVIDE ACCESS CONTROL PROGRAMMING THAT CHANGES READER MODES TO A "LOCKED" OR "RESTRICTED" MODE THAT ONLY ALLOWS SPECIFIC CARDHOLDERS TO ENTER THE BUILDING.

GENERAL NOTES:

- A. EXTEND THE EXISTING CITY-WIDE AVIGILON SECURITY MANAGEMENT ACCESS CONTROL SYSTEM. DETAILS ILLUSTRATED HERE ARE DIAGRAMMATIC TO ILLUSTRATE PATHWAY, ROUGH-IN, DEVICE AND CABLING REQUIREMENTS. REVIEW SPECIFICATION SECTION 08 71 00 FOR ALL SPECIFIC ELEMENTS THAT ARE SCHEDULED AT EACH OPENING.
- B. IT IS THE INTENT THAT PATHWAYS AND ROUGH-IN SERVING ACCESS CONTROL DEVICES SHALL BE RECESSED AND CONCEALED IN NEW OR FURRED OUT WALLS. EXPOSED CABLING SHALL NOT BE ACCEPTED. FOR ALL SURFACE PATHWAY NEEDS, ENSURE CONDUIT IS PAINTED TO MATCH FINISHES.
- C. DETAILS NOT INTENDED TO ACCURATELY ILLUSTRATE CEILING TYPES, CEILING AND DECK HEIGHTS, DOOR SWING OR DOOR FINISHES. COORDINATE EACH OPENINGS SPECIFIC ROUGH-IN AND PATHWAY NEEDS WITH ARCHITECTURAL PLANS AND ELEVATIONS.
- D. ALL CONDUIT SHALL BE PROVIDED A PULL STRING TO ALLOW EASE OF CABLE INSTALLATION.

KEYED REFERENCE NOTES:

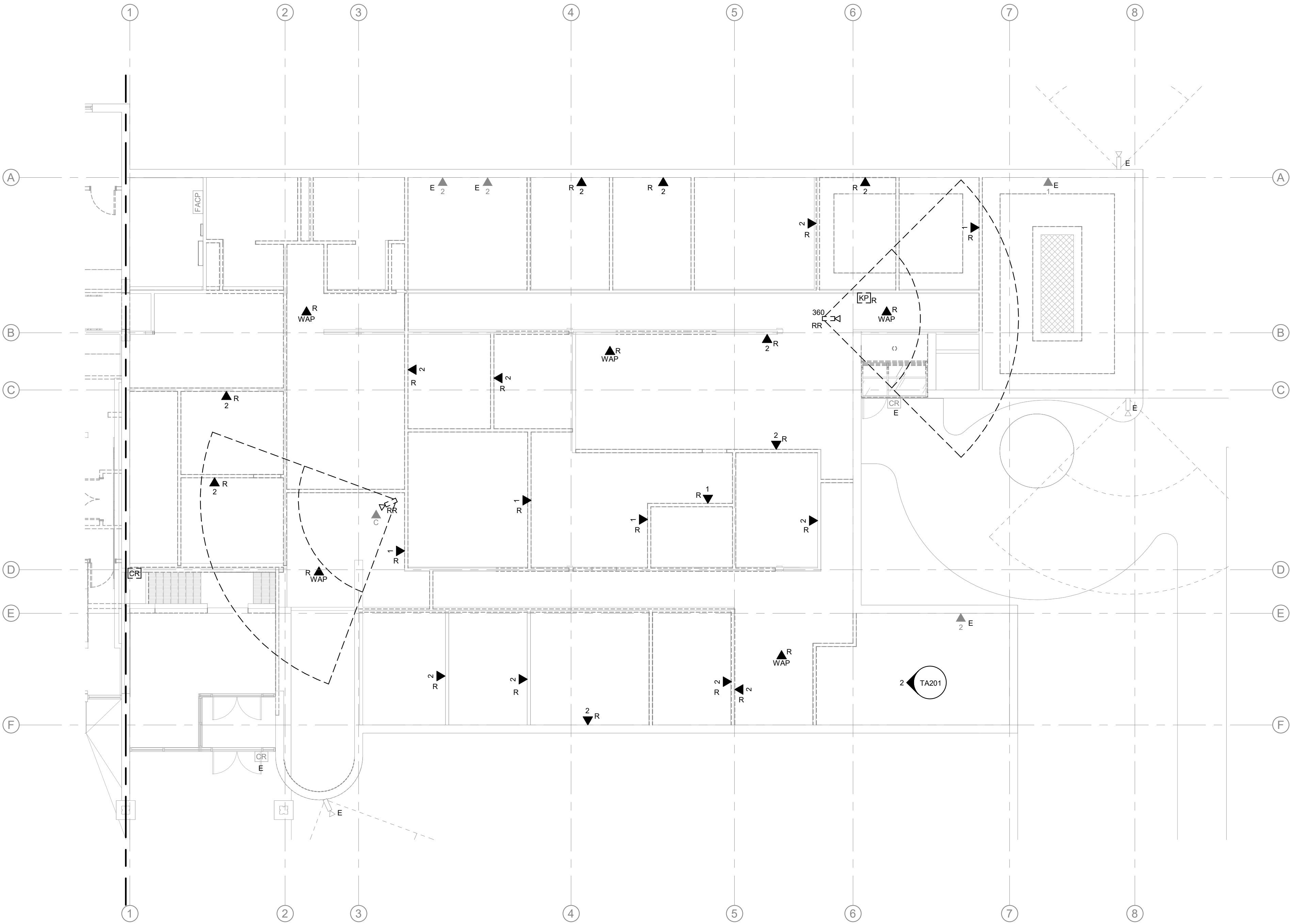
- 1 ACCESS CONTROL JUNCTION BOX. PROVIDE ONE (1) 4-SQUARE BOX ABOVE THE NEAREST CONCEALED ACCESSIBLE CEILING SPACE. THIS BOX SHALL BE USED AS A JUNCTION POINT FOR ALL DOOR DEVICE WIRING.
- 2 PROVIDE SECURITY MANAGEMENT SYSTEM CABLING BACK TO THE HEAD END/CONTROL CABINET USING ITS OWN DEDICATED PATHWAYS. PROVIDE J-HOOKS TO SUPPORT THIS INFRASTRUCTURE.
- 3 PROVIDE FLUSH MOUNTED DOOR CONTACTS WITH A DOUBLE-POLE, DOUBLE-THROW CONFIGURATION. ONE SET OF CONTACTS SHALL BE RESERVED FOR THE ACCESS CONTROL SYSTEM WHILE THE OTHER SET SHALL BE UTILIZED FOR THE INTRUSION DETECTION SYSTEM. PREPARE FRAME FOR PATHWAYS AND SENSOR INSTALLATION.
- 4 THE SCHEDULED DOOR HARDWARE HOSTS BUILT-IN MOMENTARY SWITCHES TO INTERFACE THE REQUEST TO EXIT FUNCTION FOR ACCESS CONTROL.
- 5 ELECTRONIC POWER TRANSFER. PROVIDE A 1/2" PATHWAY TO THE FRAME TO SERVE THE LOCK AND REQUEST TO EXIT DEVICE.
- 6 NOT USED.
- 7 PROVIDE SINGLE GANG BOX AND CONDUIT PATHWAY FOR NEW CARD READER.
- 8 PROVIDE A 1/2" CONDUIT PATHWAY TO THE FRAME.

DEVICE AND CABLING LEGEND:

- AUTOMATIC OPERATOR ACTUATOR: REFER TO MANUFACTURERS RECOMMENDATIONS
- DT1 FLUSH-MOUNT DOOR POSITION SWITCH (DPDT): 20 AWG / 4 CONDUCTOR
- D2 SURFACE-MOUNT OVERHEAD DOOR POSITION SWITCH (DPDT): 20 AWG / 4 CONDUCTOR
- LB LATCHBOLT MONITOR: 20 AWG / 4 CONDUCTOR
- CR COMBINATION CARD READER/PINPAD: 22 AWG / 6 CONDUCTOR (WIEGAND) OR 20 AWG / 4 CONDUCTOR (OSDP)
- CR CARD READER: 22 AWG / 6 CONDUCTOR (WIEGAND) OR 20 AWG / 4 CONDUCTOR (OSDP)
- EL ELECTRIFIED EXIT DEVICE: 16 AWG / 2 CONDUCTOR
- NE NON-ELECTRIFIED EXIT DEVICE (MECHANICAL EXIT): NO WIRING NECESSARY
- RX DEVICE CONTAINS REQUEST-TO-EXIT MOMENTARY CONTACTS: 20 AWG / 4 CONDUCTOR
- ES ELECTRIFIED STRIKE: 18 AWG / 2 CONDUCTOR
- ET ELECTRIFIED TRIM: 18 AWG / 2 CONDUCTOR
- L1 ELECTRIFIED MORTISE LOCKSET: 18 AWG / 4 CONDUCTOR
- DE DELAYED EGRESS EXIT DEVICE: 16 AWG / 4 CONDUCTOR
- IR REQUEST TO EXIT MOTION DETECTOR: 20 AWG / 4 CONDUCTOR

CABLING DEFINITIONS ARE BASED ON A TRADITIONAL WIRING APPROACH. BIDDING CONTRACTOR IS ENCOURAGED TO UTILIZE COMPOSITE CABLE AT OPENINGS REQUIRING MULTIPLE DEVICE CONNECTIONS. COORDINATE WIRE GAUGE WITH VOLTAGE, AMPERAGE AND DISTANCE REQUIREMENTS.

Revision	Description	Date
	Addendum #2 ITC-003	11.27.2024 01.27.2025



1 TELECOM - DEMOLITION - UPPER FLOOR PLAN Copy 1
1/8" = 1'-0"

- DEMOLITION NOTES**
- A. DEMOLITION DRAWINGS PRESENT LAYOUT OF EXISTING CONDITIONS AND MAJOR LOW VOLTAGE ITEMS. FIELD VERIFY EXISTING CONDITIONS AND BECOME FAMILIAR WITH EXISTING SYSTEMS AND DEMOLITION SCOPE BEFORE WORK BEGINS.
- B. ADDITIONAL COMPONENTS MAY EXIST WHICH ARE NOT SHOWN. HANDLE SUCH ITEMS IN A MANNER SIMILAR TO THOSE ITEMS WHICH ARE SHOWN.
- C. REMOVE ELECTRICAL FACILITIES AND CLEAR THE AREA TO RECEIVE THE NEW WORK.
- a. REMOVE ALL CONDUIT, WIRE, BOXES, ETC., AS REQUIRED BY WALL AND CEILING DEMOLITION.
- b. IDENTIFY THE LOCATION OR ITEMS SERVED FOR ALL DISCONNECTED BRANCH CIRCUITS BEFORE DEMOLITION. MAINTAIN CIRCUITS SERVING AREAS BEYOND THE DEMOLITION AREA.
- c. REMOVE AND REINSTALL CEILING TILES AS REQUIRED TO REMOVE THE ELECTRICAL FACILITIES NOTED. REPLACE CEILING TILES DAMAGED DURING DEMOLITION.
- d. KEEP EXISTING SYSTEMS OPERATIONAL DURING ALL PHASES OF CONSTRUCTION UNLESS NECESSARY FOR DEMOLITION.
- e. OBTAIN OWNER'S PERMISSION TO SHUT OFF SERVICES OR SYSTEMS WHICH MAY AFFECT OTHER AREAS BEYOND DEMOLITION AREA. INFORM OWNER AS TO THE REASON FOR AND THE DURATION OF THE SHUTDOWN.
- f. REPAIR AT CONTRACTORS EXPENSE ANY DAMAGED CONDUIT OR WIRE NOT IDENTIFIED FOR DEMOLITION.
- g. INSTALL BLANK COVERPLATES/COVERS OVER OPENINGS AT REMOVED DEVICE LOCATIONS.
- D. ALL WIRING FOR REMODELED AREAS SHALL BE NEW UNLESS SPECIFICALLY NOTED OTHERWISE.
- E. PROTECT EXISTING DEVICES IDENTIFIED TO REMAIN OR BE RELOCATED. IF AN EXISTING DEVICE CANNOT BE REINSTALLED NOTIFY DESIGN TEAM DURING DEMOLITION. REPLACE FUNCTIONING ITEMS DAMAGED DURING DEMOLITION.
- F. REMOVED/DEMOLISHED EQUIPMENT REMAINS THE PROPERTY OF THE OWNER UNLESS OTHERWISE NOTED. VERIFY OWNERS SALVAGE SELECTIONS AND DISPOSE ALL OTHER MATERIALS.
- G. PLAN ABBREVIATIONS:
E - EXISTING ITEM TO REMAIN
ER - NEW LOCATION OF EXISTING ITEM
N - NEW ITEM IN EXISTING LOCATION
R - EXISTING ITEM TO BE REMOVED, PATCH AND/OR COVER
RN - REPLACE EXISTING WITH NEW
RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

KEYNOTES (7)

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CLIVE CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager at Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan

Revision	Description	Date
	Addendum #2	11.27.2024

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
TELECOM DEMOLITION PH2

Sheet Number

TT105

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A



GENERAL NOTES

- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLEING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLEING.

KEYNOTES

1. PROVIDE A RECESSED MULTI-SERVICE BOX TO HOST POWER, DATA AND AUDIO VISUAL SYSTEMS CONNECTIVITY. SEPARATE ROUGH-IN FOR THE DEVICES SHALL NOT BE ACCEPTED. REFER TO THE TA-SERIES DRAWINGS FOR ADDITIONAL INFORMATION.
2. PROVIDE CATEGORY 6 CABLE TERMINATED TO A SURFACE STYLE JACK ABOVE THE ACCESSIBLE CEILING. PROVIDE A MANUFACTURER TERMINATED PATCH CABLE TO MAKE THE FINAL CONNECTION TO THE CONTRACTOR-FURNISHED AND INSTALLED CAMERA.
3. PROVIDE CATEGORY 6 CABLE TERMINATED TO A SURFACE STYLE JACK ABOVE THE ACCESSIBLE CEILING. PROVIDE A MANUFACTURER TERMINATED PATCH CABLE TO MAKE THE FINAL CONNECTION TO THE OWNER PROVIDED WIRELESS ACCESS POINT.

OPNARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

© 2024 OPN Architects, Inc.

Owner

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project

CLIVE CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan

Revision	Description	Date
Addendum #1		11.15.2024

OPN Project No.

24811002

Sheet Issue Date

BID DOCUMENTS

07/03/2025

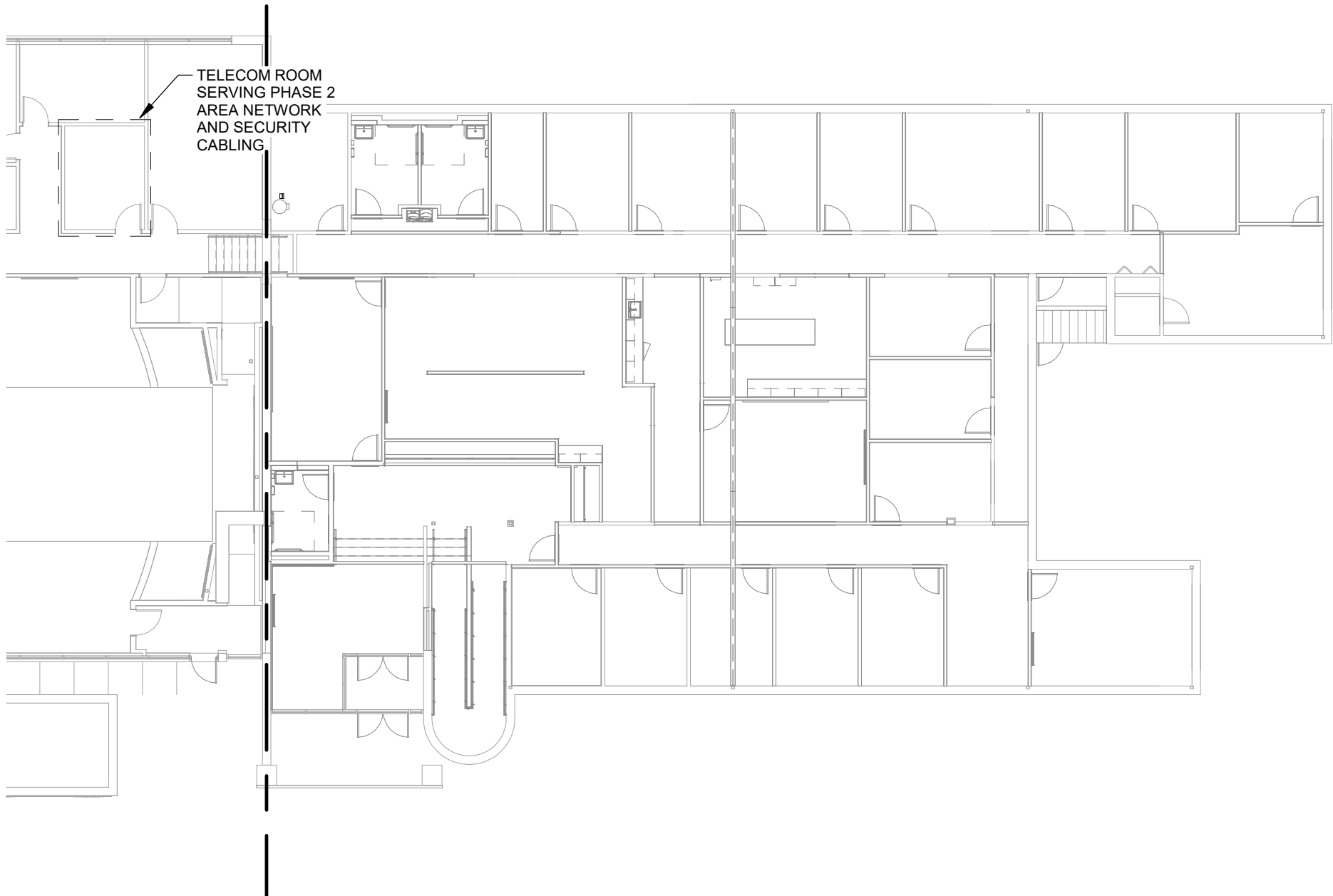
Sheet Name

TELECOM FLOOR PLAN PH2

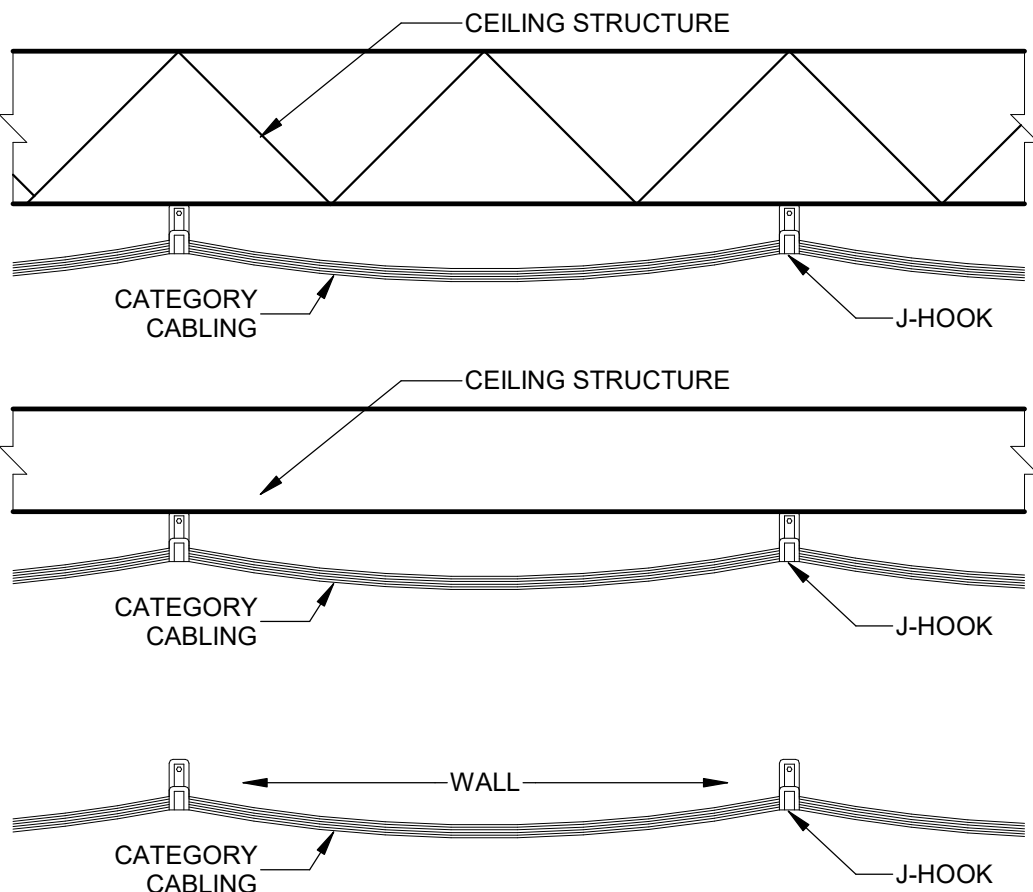
Sheet Number

TT106

U
—
T
—
S
—
R
—
Q
—
P
—
N
—
M
—
L
—
K
—
J
—
H
—
G
—
F
—
E
—
D
—
C
—
B
—
A

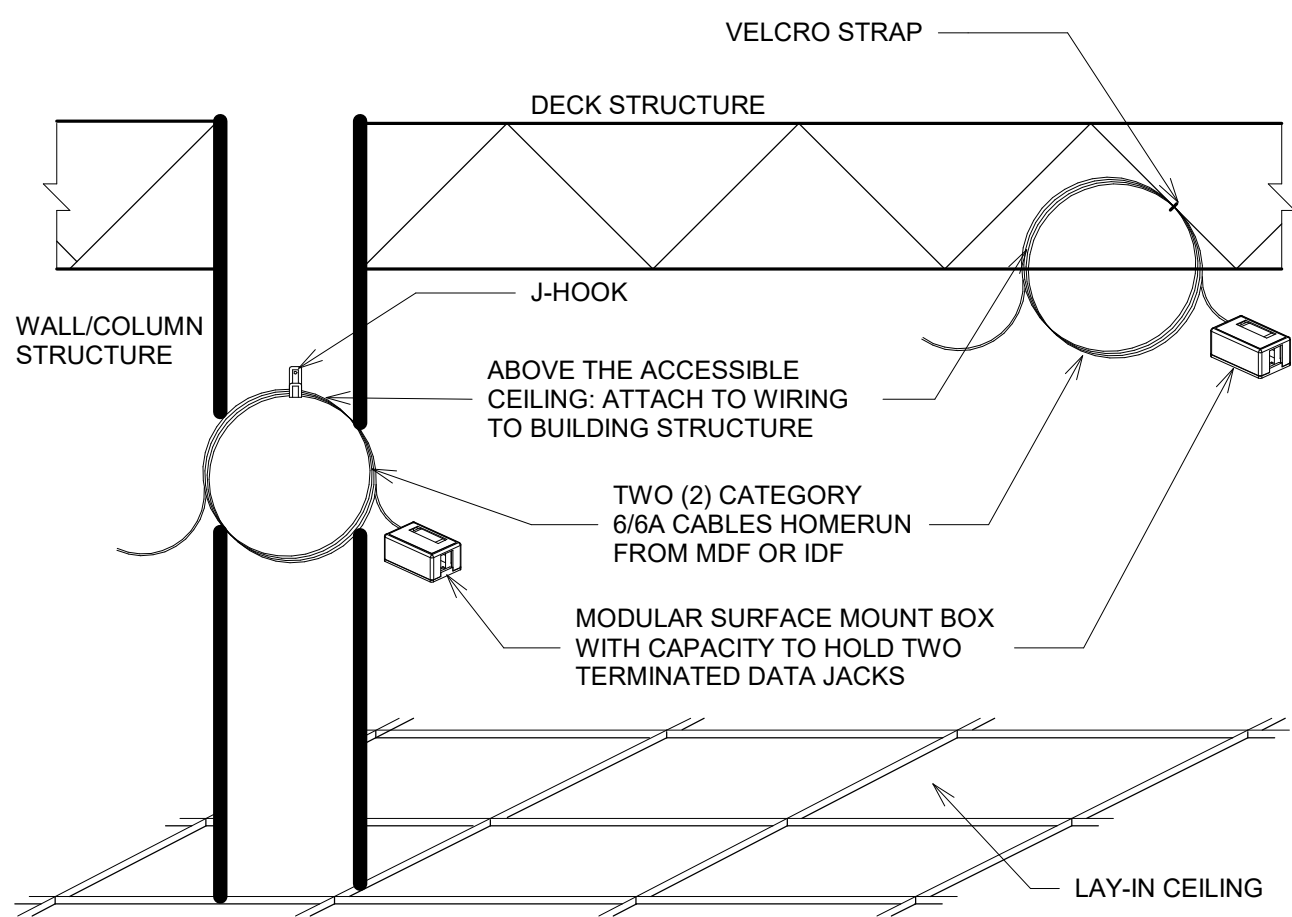


1 CABLEING MAP
1/16" = 1'-0"



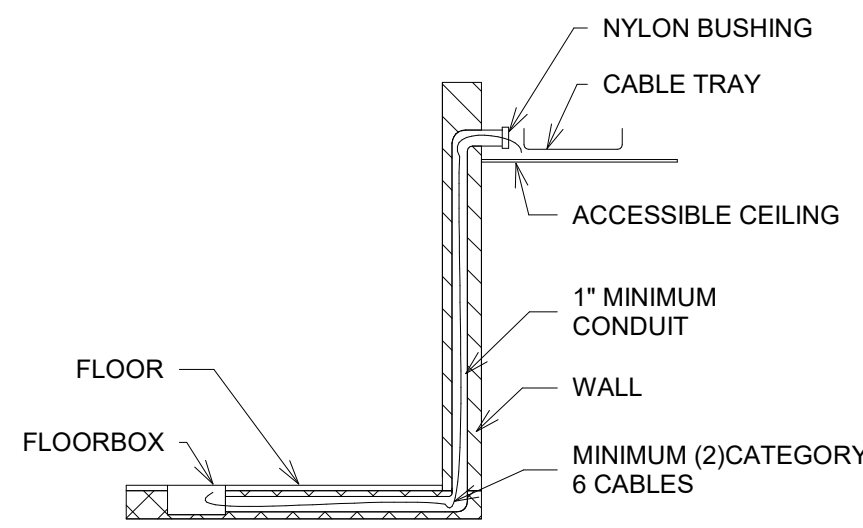
- NOTES:**
- A. CABLING SHALL NOT BE SUPPORTED BY DUCTWORK, PIPING, ELECTRICAL CONDUIT, OR CEILING GRID.
 - B. CABLING SHALL RUN PARALLEL OR AT RIGHT ANGLES TO THE WALL/STRUCTURE.
 - C. SPACING OF J-HOOKS SHALL BE NO MORE THAN 3' BETWEEN HOOKS.

DETAIL - ABOVE CEILING CABLE MANAGEMENT



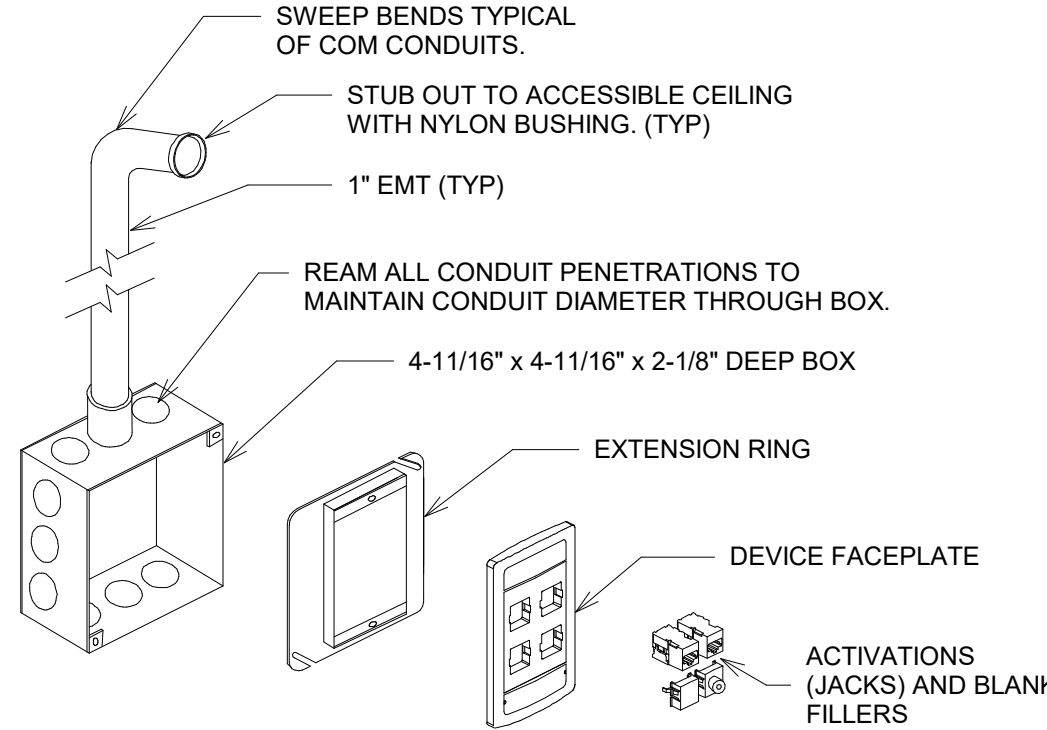
- NOTES:**
- A. FOR EACH ABOVE CEILING LOCATION (CAMERAS AND WIRELESS ACCESS POINTS) PROVIDE A MODULAR SURFACE STYLE JACK. COIL 10' OF EXTRA WIRE AND ATTACH IT WITH A VELCRO STRAP ON TO DECK STRUCTURE OR WITH A J-HOOK ON WALL OR COLUMN STRUCTURE. DO NOT ALLOW THE JACK OR WIRE TO BE RESTING ON CEILING TILE.

ABOVE CEILING DATA OUTLET



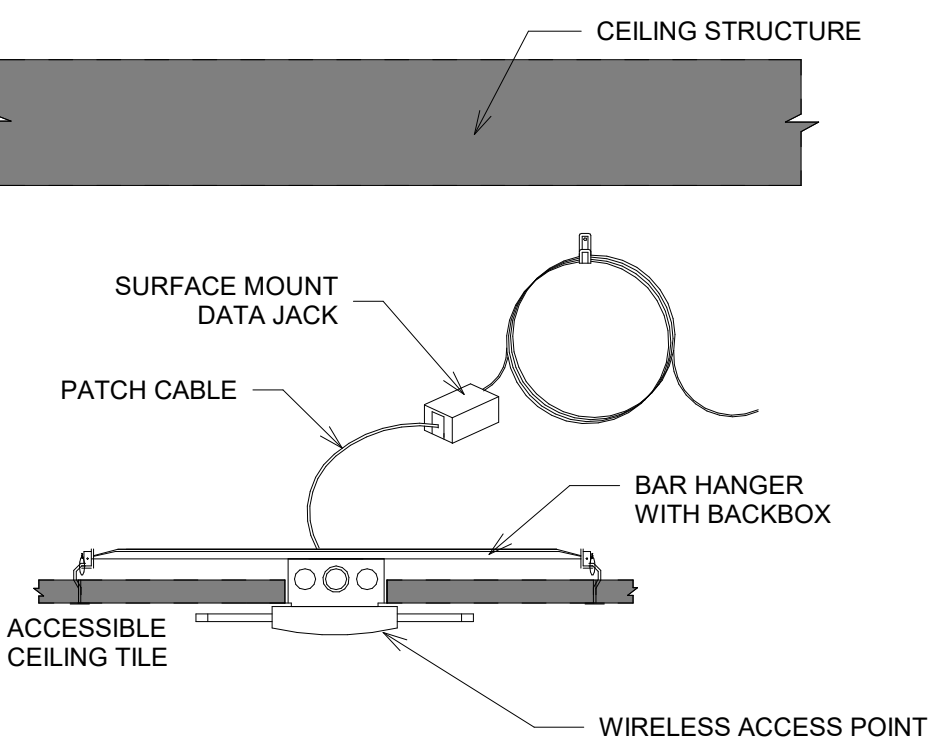
- NOTES:**
- A. SEE ELECTRICAL SCHEDULE FOR ALL POKE-THRU LOCATIONS.

FLOOR BOX - STANDARD ROUGH-IN DETAIL



- NOTES:**
- A. FOR EACH DATA WORK AREA OUTLET, WITH EXCEPTION TO FLAT PANEL TELEVISION LOCATIONS, PROVIDE A 2-GANG BOX WITH A SINGLE-GANG PLASTER-RING.
 - B. INSTALL ONE (1) 1" CONDUIT STUBBED OUT TO THE ABOVE ACCESSIBLE CEILING IN THE SAME ROOM UNLESS OTHERWISE NOTED. IF THE ROOM DOES NOT HAVE A LAY-IN GRID CEILING, ROUTE CONDUITS TO ABOVE THE NEAREST ACCESSIBLE CEILING SPACE. PROVIDE NYLON BUSHINGS ON CONDUIT ENDS TO PROTECT CABLING.

SINGLE GANG GYP. ROUGH-IN DETAIL



- NOTES:**
- A. ACCESS POINT AND MOUNT MANUFACTURER MAY VARY.
 - B. MOUNT SO ANTENNAS ARE NOT DIRECTLY NEAR LIGHTING FIXTURES OR OTHER CEILING DEVICES THAT MAY AFFECT PERFORMANCE OR MAINTENANCE.
 - C. PROVIDE IDENTIFICATION LABEL MOUNTED WITHIN AP LABEL WINDOW. LABEL SHALL INDICATE IDENTIFICATION NUMBER PROVIDED BY OWNER.

WIRELESS ACCESS POINT - ACCESSIBLE CEILING MOUNT

Owner
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project
CLIVE CITY HALL RENOVATION - PHASE 2
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:

Revision	Description	Date
----------	-------------	------

OPN Project No.
24811002

Sheet Issue Date
BID DOCUMENTS 07/03/2025

Sheet Name
TELECOM DETAILS

Sheet Number



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: August 28, 2025
RE: Receipt of Bids

SYNOPSIS:

Attached please find a summary and bid tabulations of the bids received on August 5 for the five prime contract/bid packages for the construction of the City Hall Renovations Phase 2 project.

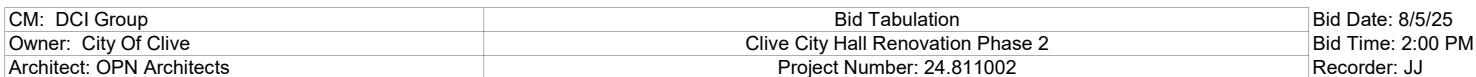
Attachments:

1. City Hall Phase 2 - Bid Tab - 8-5-25

CM: DCI Group	Bid Tabulation			Bid Date: 8/5/25
Owner: City Of Clive	Clive City Hall Renovation Phase 2			Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811002			Recorder: JJ
Clive City Hall & Library Renovation				
Bid Package	Contractor	CD Estimate	Base Day	DELTA
BP #1 - General Construction		\$640,033	\$549,000	\$91,033
BP #2 - Aluminum Frames and Glazing		\$137,454	\$78,500	\$58,954
BP #3 - Mechanical and Plumbing		\$360,079	\$413,408	-\$53,329
BP #4 - Electrical and Low Voltage		\$362,761	\$172,270	\$190,491
BP #5 - Fire Sprinklers		\$18,513	\$26,400	-\$7,887
	Total Budget vs. Bids:	\$1,518,839.37	\$1,239,578.00	\$279,261.37
Base Bid	Alternate #1 - Generator ATS			Base bid and alternates
\$1,518,839		\$0	\$0	\$1,518,839
\$1,239,578	\$43,890	\$0	\$0	\$1,283,468
				Delta \$235,371

CM: DCI Group	Bid Tabulation	Bid Date: 8/5/25
Owner: City Of Clive	Clive City Hall Renovation Phase 2	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811002	Recorder: JJ

BID PACKAGE #1					
General Construction					
Budget: \$640,032.99					
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Eick and Day Construction	X	X	X	X	\$603,500.00
Keystone Construction	X	X	X	X	\$549,000.00
Ball Team	X	X	X	X	\$628,900.00
DDVI	X	X	X	X	\$598,000.00
Munro Construction	X	X	X	X	\$597,500.00
Concord Construction	X	X	X	X	\$699,600.00

[illegible]

CM: DCI Group	Bid Tabulation	Bid Date: 8/5/25
Owner: City Of Clive	Clive City Hall Renovation Phase 2	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811002	Recorder: JJ

BID PACKAGE #3					
Mechanical and Plumbing					
Budget: \$360,078.52					
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Proctor Mechanical	X	X	X	X	\$443,000.00
Dahl Air Conditioning & Heating	X	X	X	X	\$419,300.00
Cunningham	X	X	X	X	\$413,408.00
AMC Mechanical	X	X	X	X	\$430,040.00
Kruck Plumbing and Heating	X	X	X	X	\$429,975.00
Pleva Mechanical	X	X	X	X	\$447,808.00

CM: DCI Group	Bid Tabulation	Bid Date: 8/5/25
Owner: City Of Clive	Clive City Hall Renovation Phase 2	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811002	Recorder: JJ

BID PACKAGE #4	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid	Alternate #1 - Generator ATS
Electrical and Low Voltage						
Budget: \$362,761.00						
Bidder Name						
Van Maanen	X	X	X	X	\$224,468.00	\$41,560.00
Par Industries	X	X	X	X	\$239,200.00	\$29,500.00
DeVries Electric	X	X	X	X	\$250,800.00	\$60,800.00
NAI Electrical Contractors	X	X	X	X	\$172,270.00	\$43,890.00
Tri City Electric	X	X	X	X	\$316,510.00	\$64,513.00

[illegible]



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 28, 2025

RE: Resolution Awarding Contracts for Prime Construction Packages - \$1,204,968

SYNOPSIS:

Following the construction bids received for Phase 2 of the City Hall Renovation project on August 5, the City's construction manager, DCI Group has met with all contractors and feels confident that the bids were complete and reasonable – except Bid Package #2 Aluminum Frames & Glazing. There is more information included below on Bid Package #2.

As shown in the bid summary except for Bid Package #2, the City received multiple bidders for the various bid packages with six bidders for Package #1 and Package #3, five bidders for Package #4 and two for Package #5. When totaling the four bid packages recommended at this time (#1, #3-5) the low bids came in 13% below DCI's estimates. It is also good to see two of the contractors who worked on phase 1 submitting low bids for phase 2 (Keystone and Elite Fire Sprinkler) as having that continuity will be beneficial to the phase 2 project. DCI representatives will be present during the public hearing on August 28 to explain any variances in more detail.

One bid alternate was included for bidding and is recommended for inclusion, associated with the Electrical and Low Voltage Bid Package #4. The alternate is for an additional transfer switch for the generator to give us the ability to place the entire building on back-up generator power as the main library area has not been on generator power since the building was originally purchased by the City. The City prepped for this work in the Phase 1 portion of the project, running needed power conduits to provide the ability to place the Library electrical panels on the back-up generator. The alternate included completes this work.

There was very high interest in this project due to current market conditions from all contractors. Multiple contractors noted aggressive bid prices to win the job. All contractors have labor ready and can start work in late September/early October as defined by DCI's construction schedule. There are no schedule concerns related to the start date or material procurement at this time.

Therefore, staff and DCI would recommend award of construction contracts for Bid Package #1 (General Construction), Bid Package #3 (Mechanical & Plumbing), Bid Package #4 (Electrical & Low Voltage) and Bid Package #5 (Fire Sprinkler) in the total amount of \$1,204,968

Bid Package #2 Aluminum Frames & Glazing:

- The only bidder for this bid package was Mid-American Glazing Systems. Mid-American was the winning bidder for this work on Phase 1 of the project. After a conversation with their team, DCI identified multiple red flags with their bid. Most notably, they did not include the door hardware for all the exterior doors. They believed the language was this scope was to be provided by a separate construction contract or the owner. As shown in the email communications with Mid-American Glazing representatives, DCI has pointed out these errors, resulting in a significant amount of scope missed in their bid, which is likely to explain why their bid was only 57% of DCI's estimate. As indicated

in the email, Mid-American Glazing has withdrawn their bid due to these significant omissions in their bid.

- Next steps:

- Staff and DCI would recommend re-bidding Bid Package #2 to ensure we are receiving accurate and complete bids, while also working to attract more than one bidder for this bid package to ensure market competitiveness.
- With no complete bids received for Bid Package #2 it makes sense to immediately re-bid Bid Package #2 with no changes in the design as DCI was expecting multiple contractors to bid on this package but were made aware of multiple bids occurring in the market around the same time the City held our bid letting for Phase 2.
- Later in the agenda there is an action to set a new public hearing for the September 25 City Council meeting to consider bids for Bid Package #2. The City would receive those bids at 11:00 AM on September 11.

Attachments:

1. Res Award Contracts for CH Phase 2 Project 8-28-25
2. Bid Package 2 - Bid Withdrawal Communication
3. CH Phase 2 Agreement - Keystone - Final
4. CH Phase 2 Agreement - Cunningham - Final - (1)
5. CH Phase 2 Agreement - NAI Electrical - Final
6. CH Phase 2 Agreement - Elite Fire - Final - (1)

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACTS FOR PRIME CONSTRUCTION PACKAGES
FOR CLIVE CITY HALL RENOVATION PHASE 2 PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Clive City Hall Renovation Phase 2 Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

WHEREAS, the Notice to Bidders for the taking of bids for the Project has been published, the bids have been received and opened at a public meeting, and the results of such bids have been considered at a public hearing.

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

That the bids described on Exhibit A, for the various packages of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bids received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 28th day of August, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Exhibit A

Lowest Responsible Bidders - Clive City Hall Renovation Phase 2 Construction Packages (No Bid Package #2 at this time as waiting for re-bid of this bid package)

Bid Package #1 – General Construction

Keystone Construction	\$549,000
-----------------------	-----------

Bid Package #3 – Mechanical & Plumbing

Cunningham Inc.	\$413,408
-----------------	-----------

Bid Package #4 – Electrical and Low Voltage

NAI Electrical Contractors	\$216,160 (inclusive of Alternate #1 – Generator ATS for Library back-up power in the amount of \$43,890)
----------------------------	---

Bid Package #5 – Fire Sprinkler

Elite Fire Sprinkler	\$26,400
----------------------	----------

Total for all Packages (No #2)	\$1,204,968
---------------------------------------	--------------------

Fw: [External] RE: Clive Phase 2

From Drew Johnson <drewj@dcigroup-us.com>
Date Tue 8/19/2025 3:03 PM
To Matt McQuillen <mmcquillen@cityofclive.com>

External sender <drewj@dcigroup-us.com>
Make sure you trust this sender before taking any actions.

Drew Johnson, CHC
Project Manager
220 SE 6th Street - Suite 200
Des Moines, IA 50309
C 641-425-6419 | W 515-244-5043



From: Mike Carlson <mikec@midamglazing.com>
Sent: Thursday, August 14, 2025 10:42 AM
To: Drew Johnson <drewj@dcigroup-us.com>
Cc: Josip Juric <josipj@dcigroup-us.com>
Subject: [External] RE: Clive Phase 2

We did not pick up the hardware since the spec section was not listed and the actual spec section noted that the door supplier was to provide only the perimeter seal and astragal. Since the Hardware specifically noted that we only provide the seals, we do not pick up all the other hardware since it appears to be by others.
Regrettably, If the intent was for us to provide, we will have to withdraw our bid.

Mike Carlson

2931 104th St. Suite "F"

Urbandale, IA. 50322

PH. (515) 635-0019

Web: www.MidAmGlazing.com

Facebook: www.facebook.com/midamglazing

The information contained in this message is privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to the message and deleting it from your computer. Thank you.

From: Drew Johnson <drewj@dcigroup-us.com>
Sent: Thursday, August 14, 2025 9:38 AM
To: Mike Carlson <mikec@midamglazing.com>
Cc: Josip Juric <josipj@dcigroup-us.com>
Subject: Clive Phase 2

Mike,

Thanks for meeting with me earlier this week.

The door hardware is your scope to carry. This was identified in the bid package #2 in section 1.2 STOREFRONT & GLAZING - Note J. *THIS CONTRACTOR IS REQUIRED TO SUPPLY AND INSTALL ALL HARDWARE ASSOCIATED WITH ALUMINUM DOORS. THIS CONTRACTOR SHALL PROVIDE BLANK CYLINDERS TO BID PACKAGE #01 FOR KEYING.*

You are correct the door hardware spec section was not specifically listed but there is a note that says Bid Package is not limited to the specs listed. The direct language calling out the requirement to supply and install hardware confirms this is your scope.

**SECTION 00 7402 - BID PACKAGE #02
ALUMINUM FRAMES AND GLAZING**

Specification sections below, are included in their entirety under this bid package unless noted otherwise. Specification Sections included in this Bid Package include but not limited to:

- (1) Division 0 Procurement and Contracting Requirements
- (2) Division 01 General Requirements
- (3) 07 62 00 – Sheet Metal Flashing and Trim
- (4) 07 92 00 – Joint Sealants
- (5) 08 43 13 – Aluminum-Framed Storefronts
- (6) 08 80 00 – Glazing

Since this was a public bid you do not have the option to revise your bid. You either perform this scope within your bid or you will need to withdraw your bid. I have attached a drafted version of your contract. Please take a look to make sure this looks correct to you. Let me know if I need to fix anything.

Thanks,

Drew Johnson, CHC
Project Manager
220 SE 6th Street - Suite 200
Des Moines, IA 50309
C 641-425-6419 | W 515-244-5043





AIA® Document A132® – 2019

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

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five
(*In words, indicate day, month, and year.*)

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

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

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

Keystone Construction Services LLC
1650 NW Gettysburg Ln
Waukee IA 50263

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

Clive City Hall – Phase 2 Remodel

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

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

The Architect:
(*Name, legal status, address, and other information*)
OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. ____1____

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 04-15-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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

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

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

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

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

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

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

[X] By the following date: April 15, 2026

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

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

ARTICLE 4 CONTRACT SUM

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

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be five hundred forty-nine thousand (\$ \$549,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

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

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

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

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

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

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

(Paragraphs deleted)

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

(Paragraphs deleted)

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

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

N/A

§ 8.3 The Contractor’s representative:

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

N/A

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

Init.

§ 8.9 Other provisions:

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

Number	Title	Date
24811002	City Hall Renovation – Phase 2	7/3/2025

- .6 Specifications
City of Clive City Hall Renovation Phase 2 Project Manual

Section	Title	Date	Pages
	City of Clive City Hall Renovation Phase 2 Project Manual	7/11/2025	760

.7 Addenda, if any:

Number	Date	Pages
1	7/23/2025	5
2	7/31/2025	36

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

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

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

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

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

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

OWNER

CONTRACTOR

CITY OF CLIVE (Signature)

John Edwards, Mayor
(Printed name and title)

JUSTIN MENKE

CONTRACTOR (Signature)

Justin Menke, President
(Printed name and title)

01858234-1\99520-374

Additions and Deletions Report for

AIA® Document A132® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:04:49 ET on 08/20/2025.

PAGE 1

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five

...

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

...

Keystone Construction Services LLC
1650 NW Gettysburg Ln
Waukee IA 50263

...

Clive City Hall – Phase 2 Remodel

...

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

...

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

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 1

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

...

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: be
04-15-2026.

...

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

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

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

PAGE 3

☒ By the following date: April 15, 2026

...

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

...

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section ~~4-5.4.3~~.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☐ — a Stipulated Sum, in accordance with Section 4.2 below
- ☐ — ~~Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below~~
- ☐ — ~~Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

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

...

§ 4.2.1 The Contract Sum shall be five hundred forty-nine thousand (\$ \$549,000.), subject to additions and deductions as provided in the Contract Documents.

...

N/A

N/A

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

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~
~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

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

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

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

~~§ 4.3.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

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

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

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

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

~~§ 4.4.2~~ The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee.)

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

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

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

~~§ 4.4.6~~ Unit Prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.4.7 Guaranteed Maximum Price		
§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed — (\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.		

~~§ 4.4.7.2 Alternates~~
~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

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

Item	Price	Conditions for Acceptance
§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)		

Item	Price
§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption.)	

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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

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

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

...

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

month.

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

...

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

PAGE 5

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

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

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

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...

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

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

otherwise mutually agreed upon by the parties.

...

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

...

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

☒ Litigation in a court of competent jurisdiction.

☐ ~~Other: (Specify)~~

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

PAGE 6

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

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

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

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

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

§ 7.2.1 Termination

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

§ 7.2.1.2 Termination by the Owner for Cause

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

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

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

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

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

§ 7.2.1.3 Termination by the Owner for Convenience

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

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

§ 7.3 Suspension

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

...

N/A

...

N/A

...

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

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

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

Intentionally left blank.

...

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

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

§ 8.9 Other provisions:

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

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

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred

on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds ExhibitNot Used

...

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

...

City Hall Renovation – Phase 2

...

24811002

City Hall Renovation –
Phase 2

7/3/2025

...

City of Clive City Hall Renovation Phase 2 Project Manual

...

City of Clive City Hall
Renovation Phase 2
Project Manual

7/11/2025

760

PAGE 8

1
2

7/23/2025
7/31/2025

5
36

...

N/A

...

Document Title Date Pages

...

OWNER CONTRACTOR

...

OWNER CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

John Edwards, Mayor

Justin Menke, President

...

01858234-1\99520-374



Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:04:49 ET on 08/20/2025 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

Drew Johnson Drew Johnson

(Signed)

Project Manager DCI Group

(Title)

August 20, 2025 | 9:08 AM CDT

(Dated)



AIA® Document A132® – 2019

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

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five
(In words, indicate day, month, and year.)

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

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

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

Cunningham Inc.
808 S Market St.
Oskaloosa IA 52577

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

Clive City Hall – Phase 2 Remodel

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. 3

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 04-15-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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

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

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

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

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

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

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

☒ By the following date: April 15, 2026

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

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

ARTICLE 4 CONTRACT SUM

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

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be four hundred thirteen thousand and eight dollars (\$ \$413,408), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

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

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

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

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

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

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

(Paragraphs deleted)

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

(Paragraphs deleted)

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

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

N/A

§ 8.3 The Contractor’s representative:

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

N/A

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

Init.

§ 8.9 Other provisions:

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

Number	Title	Date
24811002	City Hall Renovation – Phase 2	7/3/2025

- .6 Specifications
City of Clive City Hall Renovation Phase 2 Project Manual

Section	Title	Date	Pages
	City of Clive City Hall Renovation Phase 2 Project Manual	7/11/2025	760

.7 Addenda, if any:

Number	Date	Pages
1	7/23/2025	5
2	7/31/2025	36

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

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

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

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

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

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

OWNER

CONTRACTOR

CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

John Edwards, Mayor
(Printed name and title)

Doug Spurgeon, Plumbing Division Manager
(Printed name and title)

01858234-1\99520-374

Additions and Deletions Report for AIA® Document A132® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:12:33 ET on 08/19/2025.

PAGE 1

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five

...

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

...

Cunningham Inc.
808 S Market St.
Oskaloosa IA 52577

...

Clive City Hall – Phase 2 Remodel

...

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

...

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

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 3

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: be
04-15-2026.

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

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

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

PAGE 3

☒ By the following date: April 15, 2026

...

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

...
§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4-5.4.3.

...
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☐ ~~a~~ Stipulated Sum, in accordance with Section 4.2 below
- ☐ ~~Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below~~
- ☐ ~~Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

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

...

§ 4.2.1 The Contract Sum shall be four hundred thirteen thousand and eight dollars (\$ 413,408.), subject to additions and deductions as provided in the Contract Documents.

...

N/A

N/A

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

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~
~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

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

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

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

~~§ 4.3.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

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

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

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

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

~~§ 4.4.2~~ The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee.)

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

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

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

~~§ 4.4.6~~ Unit Prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.4.7 Guaranteed Maximum Price		
§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed — (\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.		

~~§ 4.4.7.2 Alternates~~
~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

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

Item	Price	Conditions for Acceptance
§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price: <i>(Identify each allowance.)</i>		

Item	Price
§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based: <i>(Identify each assumption.)</i>	

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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

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

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

...

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

month.

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

...

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

PAGE 5

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

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

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

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...

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

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

otherwise mutually agreed upon by the parties.

...

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

...

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

☒ Litigation in a court of competent jurisdiction.

☐ ~~Other: (Specify)~~

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

PAGE 6

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

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

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

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

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

§ 7.2.1 Termination

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

§ 7.2.1.2 Termination by the Owner for Cause

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

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

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

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

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

§ 7.2.1.3 Termination by the Owner for Convenience

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

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

§ 7.3 Suspension

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

...

N/A

...

N/A

...

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

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

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

Intentionally left blank.

...

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

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

§ 8.9 Other provisions:

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

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

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred

on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds ExhibitNot Used

...

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

...

City Hall Renovation – Phase 2

...

24811002 City Hall Renovation – 7/3/2025
Phase 2

...

City of Clive City Hall Renovation Phase 2 Project Manual

...

City of Clive City Hall 7/11/2025 760
Renovation Phase 2
Project Manual

PAGE 8

1 7/23/2025 5
2 7/31/2025 36

...

N/A

...

Document Title Date Pages

...

OWNER CONTRACTOR

...

OWNER CITY OF CLIVE (Signature)

John Edwards, Mayor

CONTRACTOR (Signature)

Doug Spurgeon, Plumbing Division Manager

...

01858234-1\99520-374



Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:12:33 ET on 08/19/2025 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

Drew Johnson Drew Johnson

(Signed)

Project Manager DCI Group

(Title)

August 19, 2025 | 10:12 PM CDT

(Dated)



AIA® Document A132® – 2019

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

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five
(In words, indicate day, month, and year.)

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

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

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

NAI Electrical Contractors
2730 Ford St., Ste 101
Ames, IA 50010

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

Clive City Hall – Phase 2 Remodel

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. 4

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 04-15-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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

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

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

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

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

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

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

☒ By the following date: April 15, 2026

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

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

ARTICLE 4 CONTRACT SUM

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

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be two hundred sixteen thousand and one hundred and sixty doollars (\$ 216,160), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
Alternate #1	\$43,890

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

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

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

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

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

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

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

(Paragraphs deleted)

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

(Paragraphs deleted)

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

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

N/A

§ 8.3 The Contractor’s representative:

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

N/A

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

Init.

§ 8.9 Other provisions:

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

Number	Title	Date
24811002	City Hall Renovation – Phase 2	7/3/2025

- .6 Specifications
City of Clive City Hall Renovation Phase 2 Project Manual

Section	Title	Date	Pages
	City of Clive City Hall Renovation Phase 2 Project Manual	7/11/2025	760

.7 Addenda, if any:

Number	Date	Pages
1	7/23/2025	5
2	7/31/2025	36

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

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

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

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

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

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

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

John Edwards, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Chris Burkhart, General Manager

(Printed name and title)

01858234-1\99520-374

Additions and Deletions Report for

AIA® Document A132® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:52:17 ET on 08/19/2025.

PAGE 1

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five

...

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

...

(Name, legal status, address, and other information)

NAI Electrical Contractors
2730 Ford St., Ste 101
Ames, IA 50010

...

Clive City Hall – Phase 2 Remodel

...

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

...

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

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 4

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

...

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: be
04-15-2026.

...

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

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

Portion of Work	Substantial Completion Date
PAGE 3	
☒	By the following date: <u>April 15, 2026</u>

...

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4-5.4.3.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ~~one of the following:~~
(Check the appropriate box.)

- ☐ ~~a~~ Stipulated Sum, in accordance with Section 4.2 below
- ☐ ~~Cost of the Work plus the Contractor’s Fee, in accordance with Section 4.3 below~~
- ☐ ~~Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

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

...

§ 4.2.1 The Contract Sum shall be two hundred sixteen thousand and one hundred and sixty doollars (\$ \$216,160), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate #1</u>	<u>\$43,890</u>
---------------------	-----------------

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

...

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
------------	------------	------------

...

<u>N/A</u>	<u>N/A</u>
------------	------------

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor’s Fee without a Guaranteed Maximum Price~~
~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor’s Fee:~~
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee.)

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

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

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

~~§ 4.3.6 Unit prices, if any:~~
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.		
§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price		
§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.		
§ 4.4.2 The Contractor's Fee: <i>(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)</i>		
§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:		
§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:		
§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (____%) of the standard rental rate paid at the place of the Project.		
§ 4.4.6 Unit Prices, if any: <i>(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)</i>		

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.4.7 Guaranteed Maximum Price		
§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.		
§ 4.4.7.2 Alternates		
§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:		

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

Item	Price	Conditions for Acceptance
§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price: <i>(Identify each allowance.)</i>		

Item	Price
§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based: <i>(Identify each assumption.)</i>	

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

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

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

...

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

month.

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

...

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

PAGE 5

.5 Retainage withheld pursuant to Section 5-1-7.5.1.5.

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

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

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- .1—The aggregate of any amounts previously paid by the Owner;
- .2—The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3—Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4—For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;
- .5—The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6—Retainage withheld pursuant to Section 5.1.7.

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

otherwise mutually agreed upon by the parties.

...

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

...

☐ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~
☒ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

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

PAGE 6

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

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

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

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

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

§ 7.2.1 Termination

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

§ 7.2.1.2 Termination by the Owner for Cause

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

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

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

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

§ 7.2.1.3 Termination by the Owner for Convenience

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

§ 7.3 Suspension

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

...
N/A

...
N/A
...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser

Edition, ~~Exhibit A, Insurance and Bonds, and AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.~~

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

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

Intentionally left blank.

...

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

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

§ 8.9 Other provisions:

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

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

entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

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

PAGE 7

- .2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds ExhibitNot Used
- ...
- .4 Building Information Modeling Exhibit, if completed: Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- ...

City Hall Renovation – Phase 2

...	24811002	City Hall Renovation – Phase 2	7/3/2025	
...		City of Clive City Hall Renovation Phase 2 Project Manual		
...		City of Clive City Hall Renovation Phase 2 Project Manual	7/11/2025	760

PAGE 8

...	<u>1</u>	<u>7/23/2025</u>	<u>5</u>
...	<u>2</u>	<u>7/31/2025</u>	<u>36</u>

...

N/A

...

Document	Title	Date	Pages
----------	-------	------	-------

...

<u>OWNER</u>	<u>CONTRACTOR</u>
--------------	-------------------

...

<u>OWNER-CITY OF CLIVE (Signature)</u>	<u>CONTRACTOR (Signature)</u>
--	-------------------------------

John Edwards, Mayor

Chris Burkhart, General Manager

...

01858234-1\99520-374



Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:52:17 ET on 08/19/2025 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

Drew Johnson

Drew Johnson

(Signed)

Project Manager

DCI Group

(Title)

August 20, 2025 | 4:07 PM CDT

(Dated)

.7 Addenda, if any:

Number	Date	Pages
1	7/23/2025	5
2	7/31/2025	36

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

.8 Other Exhibits:

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

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

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:

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

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

OWNER

CITY OF CLIVE (Signature)

 John Edwards, Mayor
 (Printed name and title)

CONTRACTOR

 (Signature)
CONTRACTOR (Signature)

 Chris Burkhardt, General Manager
 (Printed name and title)

01858234-1\99520-374

Init.



AIA® Document A132® – 2019

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

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five
(*In words, indicate day, month, and year.*)

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

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

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

Elite Fire Sprinkler Systems
5104 Park Ave
Des Moines IA 50321

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

Clive City Hall – Phase 2 Remodel

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

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

The Architect:
(*Name, legal status, address, and other information*)
OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. 5

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 04-15-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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

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

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

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

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

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

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

[X] By the following date: April 15, 2026

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

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

ARTICLE 4 CONTRACT SUM

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

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be twenty-six thousand and four hundred dollars (\$ \$26,400), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
(Paragraphs deleted)		
(Table deleted)		
(Paragraphs deleted)		
(Table deleted)		
(Paragraphs deleted)		
(Table deleted)		
(Paragraphs deleted)		
(Table deleted)		
(Paragraphs deleted)		
(Table deleted)		
(Paragraphs deleted)		
ARTICLE 5 PAYMENTS		
§ 5.1 Progress Payments		
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.		
§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.		
§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25 th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)		
§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum		
§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.		
§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.		
§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:		
§ 5.1.4.3.1 The amount of each progress payment shall first include:		
.1 That portion of the Contract Sum properly allocable to completed Work;		
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and		
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.		

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

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

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

§ 5.1.5 Retainage

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

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

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

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

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

(Paragraphs deleted)

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

(Paragraphs deleted)

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

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

N/A

§ 8.3 The Contractor’s representative:

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

N/A

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

§ 8.9 Other provisions:

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

Number	Title	Date
24811002	City Hall Renovation – Phase 2	7/3/2025

- .6 Specifications
City of Clive City Hall Renovation Phase 2 Project Manual

Section	Title	Date	Pages
	City of Clive City Hall Renovation Phase 2 Project Manual	7/11/2025	760

.7 Addenda, if any:

Number	Date	Pages
1	7/23/2025	5
2	7/31/2025	36

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

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

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

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

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

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

OWNER

CONTRACTOR

Josh Pearson

CITY OF CLIVE (Signature)
John Edwards, Mayor
(Printed name and title)

CONTRACTOR (Signature)
Josh Pearson, Area Manager
(Printed name and title)

01858234-1\99520-374

Additions and Deletions Report for AIA® Document A132® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:15:17 ET on 08/19/2025.

PAGE 1

AGREEMENT made as of the twenty-eighth day of August in the year Two thousand twenty-five

...

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

...

Elite Fire Sprinkler Systems
5104 Park Ave
Des Moines IA 50321

...

Clive City Hall – Phase 2 Remodel

...

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

...

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

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 5

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29th, 2025**.

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: be
04-15-2026.

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

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

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

PAGE 3

☒ By the following date: April 15, 2026

...

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

...
§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4-5.4.3.

...
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☐ — a Stipulated Sum, in accordance with Section 4.2 below
- ☐ — ~~Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below~~
- ☐ — ~~Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

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

...

§ 4.2.1 The Contract Sum shall be twenty-six thousand and four hundred dollars (\$ \$26,400), subject to additions and deductions as provided in the Contract Documents.

...

N/A

N/A

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

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~
~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

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

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

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

~~§ 4.3.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

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

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

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

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

~~§ 4.4.2~~ The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee.)

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

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

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

~~§ 4.4.6~~ Unit Prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.4.7 Guaranteed Maximum Price		
§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed — (\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.		

~~§ 4.4.7.2 Alternates~~
~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

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

Item	Price	Conditions for Acceptance
§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price: <i>(Identify each allowance.)</i>		

Item	Price
§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based: <i>(Identify each assumption.)</i>	

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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

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

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

...

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

month.

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

...

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

PAGE 5

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

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

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

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...

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

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

otherwise mutually agreed upon by the parties.

...

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

...

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

☒ Litigation in a court of competent jurisdiction.

☐ ~~Other: (Specify)~~

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

PAGE 6

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

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

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

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

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

§ 7.2.1 Termination

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

§ 7.2.1.2 Termination by the Owner for Cause

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

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

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

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

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

§ 7.2.1.3 Termination by the Owner for Convenience

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

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

§ 7.3 Suspension

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

...

N/A

...

N/A

...

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

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

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

Intentionally left blank.

...

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

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

§ 8.9 Other provisions:

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

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

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred

on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds ExhibitNot Used

...

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

...

City Hall Renovation – Phase 2

...

24811002 City Hall Renovation – 7/3/2025
Phase 2

...

City of Clive City Hall Renovation Phase 2 Project Manual

...

City of Clive City Hall 7/11/2025 760
Renovation Phase 2
Project Manual

PAGE 8

1 7/23/2025 5
2 7/31/2025 36

...

N/A

...

Document Title Date Pages

...

OWNER CONTRACTOR

...

OWNER CITY OF CLIVE (Signature)

John Edwards, Mayor

CONTRACTOR (Signature)

Josh Pearson, Area Manager

...

01858234-1\99520-374



Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:15:17 ET on 08/19/2025 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

Drew Johnson Drew Johnson

(Signed)

Project Manager DCI Group

(Title)

August 19, 2025 | 10:18 PM CDT

(Dated)



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 28, 2025

RE: Resolution Approving Construction Manager as Agent (CMA) Contract - DCI Group - City Hall Renovation Phase 2 Project

SYNOPSIS:

Prior to the start of Phase 1 of the City Hall & Library Renovation Project, the City negotiated with DCI Group on providing construction management services for the project as they had already been selected to serve as Construction Manager for the Greenbelt Landing Project across the street from the Clive City Hall & Library. With the close adjacency of the two projects, DCI and City staff identified significant cost savings that could be achieved by sharing CM staff across the two projects, particularly an on-site project superintendent who would oversee both projects. DCI has been overseeing construction management for the Phase 1 project and the City can continue to take advantage of the close adjacency with the Greenbelt Landing Project for the Phase 2 renovations of the City Hall facility. To date, DCI has been providing support to the City and the OPN design team with pre-construction services for phase 2 project and with the vast majority of the prime construction contracts ready to be approved for phase 2, it is time to also approve DCI's main construction manager contract based on those construction bids received.

Included in the packet is the final form of the DCI Construction Manager contract. The overall CM fee is 3% and is set as a lump sum based on the prime construction contracts at an amount of \$39,239.88. This is a set fee that will not be adjusted even if change orders increase the contract costs, but will be amended if needed following the rebid of bid package #2. The general conditions and staffing expenses will be billed throughout the project and are estimated at \$304,071.07 for a total estimated contract cost of \$343,310.95. The general conditions and staff expenses are estimated at this time, while the fee is a set amount that will be locked in. City legal counsel reviewed the form and format of the contract and the City Manager would recommend approval of the attached Construction Manager as Agent contract for DCI Group to complete the Phase 2 City Hall Renovation Project.

Attachments:

1. Res Approving CMA Contract w DCI Group Phase 2 CH Proj 8-28-25
2. C132-2019 - Final - 001 DCI Group City Hall Phase 2

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH DCI GROUP, INC. FOR
CONSTRUCTION MANAGEMENT SERVICES FOR THE PHASE 2 CLIVE CITY HALL
RENOVATION PROJECT

WHEREAS, the City has finalized construction documents for the phase 2 renovation of Clive City Hall and

WHEREAS, the City issued a request for proposals to seek potential construction management firms to work with to manage the construction of said project prior to the start of the Phase 1 of said project; and

WHEREAS, following an evaluation and interview process DCI Group, Inc. was identified as the preferred construction management firm to collaborate with on the Phase 1 Project; and

WHEREAS, the City desires to continue the construction management partnership with DCI for Phase 2 of said project; and

NOW, THEREFORE, be it resolved by the City Council of Clive that the city of Clive, Iowa authorizes a contract with DCI Group, Inc. of Des Moines for Construction Management As Agent (CMA) services for the Phase 2 Clive City Hall Renovation Project and authorizes the Mayor to sign said contract.

PASSED AND APPROVED this 28th day of August, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 28th day of August in the year 2025
(In words, indicate day, month and year.)

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

City of Clive
1900 NW 114th St
Clive IA 50325

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

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

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

Clive City Hall - Phase 2
Clive City Hall
1900 NW 114th St.
Clive IA 50325

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

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

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER’S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER’S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER’S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Phase 2 of an interior remodel of an existing split level 26,890 SF City Hall facility. The phase includes renovation of approximately 7,200 sf including new reception area, offices, work rooms, conference rooms, new entry doors, new finishes, room layout, security measures, MEPT systems will be included in the scope of work.

§ 1.1.2 The Project’s physical characteristics:
(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Phase 2 of City of Clive – City Hall Renovation located at 1900 NW 114th St., Clive IA 50325

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Total cost of work is estimated at \$1,723,635.68 with an estimated construction cost of \$1,307,996.00

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:
.1 Design phase milestone dates, if any:

Bid Documents received July 3, 2025

.2 Construction commencement date:

September 29, 2025

.3 Substantial Completion date or dates:

April 15, 2026

.4 Other milestone dates:

To be determined and incorporated into the Agreement by reference herin

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitively bid multiple prime contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Matthew McQuillen
 City Manager
 City of Clive
 1900 NW 114th St
 Clive IA 50325

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

Init.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

N/A

.4 Contractors, as defined in Section 1.4:

TBD

.5 Separate Contractors, as defined in Section 1.4:

TBD

.6 Other, if any:
(List any other consultants retained by the Owner.)

N/A

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Michael Steen
Vice President
DCI Group
220 SE 6th St., Suite 200
Des Moines IA 50309

§ 1.1.13 The Construction Manager’s staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Nick Bruck – Project Executive
Drew Johnson – Project Manager
Brandon Halsey – Superintendent
Josip Juric – Project Engineer

§ 1.1.14 The Construction Manager’s consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager’s consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Construction Manager shall appropriately adjust the Construction Manager’s services, and the Owner and Construction Manager shall adjust the schedule for the Construction Manager’s services, and the Construction Manager’s compensation, as necessary and as mutually agreed upon by the parties. The Owner may adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may, as applicable agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish protocols for the development, use, transmission, and exchange of digital data.

(Paragraph deleted)

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner’s own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager, as a representative of the Owner, shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing with experience in projects similar to the Project in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously and economically as is consistent with such skill and care and the orderly progress of the Project.

§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with public projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this Project.

§ 2.2.2 Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that it is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction of this Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition as amended. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance for the duration of this Agreement, except as noted herein. The owner may modify the requirements set forth below by requesting quotes from the Construction Manager to provide additional coverage and issue an amendment for the additional cost, if any, for the Project.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000) per occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000)

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the

Init.

Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager, the extent utilized, shall assist the Owner, Architect, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 2.10 A centralized electronic document management system may be used on the Project.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.3.1 The Construction Manager shall also prepare a detailed estimate of construction costs to include all phases and costs associated with the Project. The Construction Budget shall be accompanied by a report to the Owner identifying variances from the Owner's Project Budget. Such report shall be updated on a monthly basis and as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the Construction Budget and shall facilitate decisions by the Owner and Architect when changes to the design are required to remain within the Owner's Project and Construction Budget.

§ 3.2.4 The Construction Manager shall prepare and routinely update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities with anticipated construction schedules and highlight critical and long lead-time items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest Owner approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and any other construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

Init.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings, Specifications, and other Construction Documents, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall work with the Owner and its legal counsel, as necessary, to ensure compliance with all Iowa Competitive Bidding Laws as outlined in Iowa Code Chapters 26 and 573, as amended from time to time.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall prepare Contracts for Construction to be reviewed and approved by the Owner. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.22.1 The Construction Manager shall receive Certificates of Insurance and Bond Documents from the Contractors and forward them to the Owner with a copy to the Architect.

§ 3.2.23 The Construction Manager shall obtain on behalf of the Owner building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed, and if and when necessary, even when Work is not being performed, as mutually determined by the Construction Manager and the Owner.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents. Owner and Construction Manager agree that Construction Manager will provide full-time (or some other amount of time as agreed between the parties) administration at the Project site during the Construction Phase.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. If necessary, the Construction Manager may stop the Work pending notification to Owner and Architect and decision by Owner as to a course of action, following a recommendation by the Construction Manager. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 The Construction Manager shall review and then submit the Shop Drawings, Project Data, Samples and other submittals to the Architect for approval with copies to the Owner. If the Construction Manager recognizes during its review that portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing. By reviewing and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it has checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the Work and of the Construction Documents and have noted concerns or questions, where warranted, to the Owner and Architect. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

(Paragraph deleted)

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;

- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 The Contractors and the Construction Manager shall maintain and make available, at the Project site, the Contract Documents, including copies of all Contracts, Drawings, Specifications, Addenda Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25.1 Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to

Init.

reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of Iowa Code Chapter 573 (the equivalent of lien waivers for public projects in Iowa) or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors’ compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Construction Manager,. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager’s responsibility or if subsequently requested and authorized by the Construction Manager, and in that case the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner, Through Archicte
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Not Provided
§ 4.1.1.4 Development of a commissioning plan	Not Provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner & Construction Manager
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Construction Manager
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Assistance with selection of the Architect	Construction Manager
§ 4.1.1.10 Furnish land survey	Not Provided
§ 4.1.1.11 Furnish geotechnical engineering services	Not Provided
§ 4.1.1.12 Provide insurance advice	Not Provided
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14 Stakeholder relationships management	Not Provided
§ 4.1.1.15 Owner moving coordination	Not Provided
§ 4.1.1.16 Coordination of Owner’s Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

Init.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner, in consultation with the Architect and Construction Manager shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner, with assistance from the Architect and Construction Manager shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, required to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner, as may be necessary at any time for the Project. Construction Manager shall collect from the Contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. The Construction Manager shall further review and verify entitlement to release of retainage and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect;

the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

Intentionally left blank.

(Paragraph deleted)

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications, and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Each party reserves all rights and defenses under federal and state law for municipalities, including but not limited to Iowa Torts Claims Act.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages,

except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law (each, a "Claim"), arising out of or resulting from or in connection with: (i) the professional services performed by Construction Manager under this Agreement, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Construction Manager, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Construction Manager of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Construction Manager of its obligations hereunder, except to the extent that the Construction Manager is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Construction Manager to direct the defense and settlement of any such Claim, with counsel of the Construction Manager's choosing, and shall provide the Construction Manager, at the Construction Manager's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Construction Manager shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Construction Manager shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or One Million Dollars (\$1,000,000), whichever is greater.

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

§ 8.1.4 To the extent permitted by law, the Owner shall indemnify and hold the Construction Manager and the Construction Manager's officers, directors, and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, its employees and its consultants in the performance of its obligations under this Agreement. The Owner's duty to indemnify the Construction Manager under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit to non-binding by mediation, which, unless the parties mutually agree otherwise, shall be administered by in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. If the Owner and Construction Manager are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation either party may institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

\$0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other,

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Fix Fee of \$12,883.20 per Pre-Construction Services dated April 9, 2025

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Construction Fee: \$39,239.88 (calculated at 3% of the estimated Construction Cost equaling \$1,307,996

In addition to fee, Professional Staff (Cost of Work):

Project Executive - \$142/hr

Project Manager - \$112/hr

Superintendent - \$118/hr

Project Engineer - \$85/hr

Estimated Staff During Construction and Closeout:

Project Executive - \$22,152

Project Manager - \$82,656

Superintendent - \$66,854

Project Engineer - \$66,300

Total Estimated Staff During Construction: \$237,962

General Conditions: Reference DCI Group Document City of Clive – City Hall Renovation Phase 2 General Conditions Exhibit 25.08.14 for estimate.

Total Estimated General Conditions - \$66,108.99

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Executive - \$142/hr

Project Manager - \$112/hr

Superintendent - \$118/hr

Project Engineer - \$85/hr

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Executive - \$142/hr
Project Manager - \$112/hr
Superintendent - \$118/hr
Project Engineer - \$85/hr

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:
(Insert amount of, or basis for computing, Construction Manager’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager’s consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager’s and Construction Manager’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Project Executive	\$142/hour
Project Manager	\$112/hour
Project Superintendent	\$118/hour
Project Engineer	85/hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Construction Manager’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 Company vehicles for project use

- .13 Cellular phones for assigned project personnel
- .14 Project software utilized for project – Procore, P6, Dronedeploy

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus three percent (3 %) of the expenses incurred.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.
(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (\$45) days after the invoice date shall bear interest at the rate
(Paragraphs deleted)
specifically set by rule pursuant to Iowa Code Section 74A.2 or the rate set by Iowa Code Section 573.14 whichever is less.

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser
Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

Init.

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

City of Clive City Hall Renovation Phase 2 – General Conditions Exhibit 25.08.14

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*
Matt McQuillen City Manager
(Printed name and title)

Michael Steen

CONSTRUCTION MANAGER *(Signature)*
Michael Steen Vice President
(Printed name and title)

Additions and Deletions Report for **AIA® Document C132® – 2019**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:23:09 ET on 08/20/2025.

PAGE 1

AGREEMENT made as of the 28th day of August in the year 2025

...

City of Clive
1900 NW 114th St
Clive IA 50325

...

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

...

Clive City Hall - Phase 2
Clive City Hall
1900 NW 114th St.
Clive IA 50325

...

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

PAGE 2

Phase 2 of an interior remodel of an existing split level 26,890 SF City Hall facility. The phase includes renovation of approximately 7,200 sf including new reception area, offices, work rooms, conference rooms, new entry doors, new finishes, room layout, security measures, MEPT systems will be included in the scope of work.

...

Phase 2 of City of Clive – City Hall Renovation located at 1900 NW 114th St., Clive IA 50325

...

Total cost of work is estimated at \$1,723,635.68 with an estimated construction cost of \$1,307,996.00

...

PAGE 3

Bid Documents received July 3, 2025

September 29, 2025

April 15, 2026

To be determinied and incorporated into the Agreement by reference herin

Competitively bid multiple prime contracts

N/A

N/A

N/A

Matthew McQuillen
City Manager
City of Clive
1900 NW 114th St
Clive IA 50325

N/A

PAGE 4

N/A

N/A

N/A

TBD

TBD

...

N/A

...

Michael Steen
Vice President
DCI Group
220 SE 6th St., Suite 200
Des Moines IA 50309

...

Nick Bruck – Project Executive
Drew Johnson – Project Manager
Brandon Halsey – Superintendent
Josip Juric – Project Engineer

PAGE 5

N/A

...

N/A

...

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the ~~Owner and the Construction Manager~~ shall appropriately adjust the Construction Manager's services, and the Owner and Construction Manager shall adjust the schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall compensation, as necessary and as mutually agreed upon by the parties. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties ~~shall may, as applicable~~ agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish protocols for the development, use, transmission, and exchange of digital data.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.2 The Construction ~~Manager~~ Manager, as a representative of the Owner, shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing with experience in projects similar to the

Project in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously and economically as is consistent with such skill and care and the orderly progress of the Project.

§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with public projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this Project.

§ 2.2.2 Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that it is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction of this Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. Edition as amended. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

PAGE 6

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7 for the duration of this Agreement, except as noted herein. The owner may modify the requirements set forth below by requesting quotes from the Construction Manager to provide additional coverage and issue an amendment for the additional cost, if any, for the Project.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000) per accident occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. One Million Dollars (\$ 1,000,000)

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

PAGE 7

~~§ 2.9~~ The Construction Manager, the extent utilized, shall assist the Owner, Architect, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

~~§ 2.10~~ A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include the following:
(List any items that are to be included in the centralized electronic management system.) may be used on the Project.

...

§ 3.2.3.1 The Construction Manager shall also prepare a detailed estimate of construction costs to include all phases and costs associated with the Project. The Construction Budget shall be accompanied by a report to the Owner identifying variances from the Owner's Project Budget. Such report shall be updated on a monthly basis and as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the Construction Budget and shall facilitate decisions by the Owner and Architect when changes to the design are required to remain within the Owner's Project and Construction Budget.

§ 3.2.4 The Construction Manager shall prepare and ~~periodically~~ routinely update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities with anticipated construction schedules and highlight critical and long lead-time items that affect the Project's timely completion.

PAGE 8

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide it's own suggestions.

...

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding ~~or negotiating~~, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest Owner approved Project budget, and make recommendations for corrective action.

...

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and any other construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

PAGE 9

§ ~~3.2.18~~ Following the Owner's approval of the ~~Drawings and Specifications, Drawings, Specifications, and other Construction Documents~~, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ ~~3.2.19~~ The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall ~~issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.~~ work with the Owner and its legal counsel, as necessary, to ensure compliance with all Iowa Competitive Bidding Laws as outlined in Iowa Code Chapters 26 and 573, as amended from time to time.

...

§ ~~3.2.21~~ The Construction Manager, with the assistance of the Architect, shall review bids, ~~and prepare bid analyses,~~ and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ ~~3.2.22~~ The Construction Manager, with the assistance of the Architect, shall ~~assist the Owner in preparing Contracts for Construction, prepare Contracts for Construction to be reviewed and approved by the Owner.~~ The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ ~~3.2.22.1~~ The Construction Manager shall receive Certificates of Insurance and Bond Documents from the Contractors and forward them to the Owner with a copy to the Architect.

§ ~~3.2.23~~ The Construction Manager shall ~~assist obtain on behalf of the Owner in obtaining~~ building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

...

§ ~~3.3.1~~ The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition–Edition, as amended.~~ If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

PAGE 10

§ ~~3.3.3~~ The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being ~~performed, performed,~~ and if and when necessary, ~~even when Work is not being performed,~~ as mutually determined by the Construction Manager and the Owner.

§ ~~3.3.4~~ The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents. Owner and Construction Manager agree that Construction Manager will provide full-time (or some other amount of time as agreed between the parties) administration at the Project site during the Construction Phase.

...

§ ~~3.3.9~~ The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not

being fulfilled. If necessary, the Construction Manager may stop the Work pending notification to Owner and Architect and decision by Owner as to a course of action, following a recommendation by the Construction Manager. The Construction Manager shall work solely for the benefit of the Owner.

PAGE 11

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

PAGE 12

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall review and then submit the Shop Drawings, Project Data, Samples and other submittals to the Architect for approval with copies to the Owner. If the Construction Manager recognizes during its review that portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing. By reviewing and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it has checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the Work and of the Construction Documents and have noted concerns or questions, where warranted, to the Owner and Architect. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

PAGE 13

§ 3.3.22 Utilizing the documents provided by the Contractors, The Contractors and the Construction Manager shall maintain and make available, at the Project site, the Contract Documents, including copies of all Contracts, Drawings, Specifications, Addenda Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

...

§ 3.3.25.1 Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of ~~liens-Iowa Code Chapter 573 (the equivalent of lien waivers for public projects in Iowa)~~ or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

PAGE 14

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, ~~Construction Manager, Architect, and Contractors.~~ Construction Manager. Consent shall not be unreasonably withheld.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's ~~responsibility, and responsibility~~ or if subsequently requested and authorized by the Construction Manager, and in that case the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1	Measured drawings	<u>Owner, Through Archiecte</u>
§ 4.1.1.2	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.3	Commissioning	<u>Not Provided</u>
§ 4.1.1.4	Development of a commissioning plan	<u>Not Provided</u>
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	<u>Owner & Construction Manager</u>
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	<u>Construction Manager</u>
§ 4.1.1.8	Assistance with site selection	<u>Not Provided</u>
§ 4.1.1.9	Assistance with selection of the Architect	<u>Construction Manager</u>
§ 4.1.1.10	Furnish land survey	<u>Not Provided</u>
§ 4.1.1.11	Furnish geotechnical engineering services	<u>Not Provided</u>
§ 4.1.1.12	Provide insurance advice	<u>Not Provided</u>
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	<u>Not Provided</u>
§ 4.1.1.14	Stakeholder relationships management	<u>Not Provided</u>
§ 4.1.1.15	Owner moving coordination	<u>Not Provided</u>
§ 4.1.1.16	Coordination of Owner's Separate Contractors	<u>Construction Manager</u>
§ 4.1.1.17	Other Supplemental Services	<u>Not Provided</u>

PAGE 15

N/A

...

N/A

PAGE 16

§ 5.2 The ~~Owner-Owner~~ Owner, in consultation with the Architect and Construction Manager shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The ~~Owner-Owner~~ Owner, with assistance from the Architect and Construction Manager shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for

the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

PAGE 17

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, ~~that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~ required to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner, as may be necessary at any time for the Project. Construction Manager shall collect from the Contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. The Construction Manager shall further review and verify entitlement to release of retainage and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.

...

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

~~**§ 5.18** Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.~~

PAGE 18

Intentionally left blank.

~~**§ 6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.~~

...

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications, and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

...

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Each party reserves all rights and defenses under federal and state law for municipalities, including but not limited to Iowa Torts Claims Act.

PAGE 19

§ 8.1.3 The Construction Manager shall ~~indemnify~~ indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, law (each, a "Claim"), arising out of or resulting from or in connection with: (i) the professional services performed by Construction Manager under this Agreement, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend, and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Construction Manager, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Construction Manager of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Construction Manager of its obligations hereunder, except to the extent that the Construction Manager is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Construction Manager to direct the defense and settlement of any such Claim, with counsel of the Construction Manager's choosing, and shall provide the Construction Manager, at the Construction Manager's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Construction Manager shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Construction Manager shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

The Construction Manager's duty to indemnify the Owner under this ~~Section 8.1.3 provision~~ shall be limited to the available proceeds of ~~the insurance coverage required by this Agreement.~~ insurance coverage or One Million Dollars (\$1,000,000), whichever is greater.

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

§ 8.1.4 ~~The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. To the extent permitted by law, the Owner shall indemnify and hold the Construction Manager and the Construction Manager's officers, directors, and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, its employees and its consultants in the performance of its obligations under this Agreement. The Owner's duty to indemnify the Construction Manager under this provision shall be limited to the available proceeds of insurance coverage.~~

...

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit to non-binding by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement, in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may

nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. If the Owner and Construction Manager are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation either party may institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

PAGE 20

[☒] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

PAGE 21

\$0.00

...

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.~~

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution.~~ The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

PAGE 22

§ 10.10 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

...

Fix Fee of \$12,883.20 per Pre-Construction Services dated April 9, 2025

...

Construction Fee: \$39,239.88 (calculated at 3% of the estimated Construction Cost equaling \$1,307,996

In addition to fee, Professional Staff (Cost of Work):

Project Executive - \$142/hr

Project Manager - \$112/hr

Superintendent - \$118/hr

Project Engineer - \$85/hr

Estimated Staff During Construction and Closeout:

Project Executive - \$22,152

Project Manager - \$82,656

Superintendent - \$66,854

Project Engineer - \$66,300

Total Estimated Staff During Construction: \$237,962

General Conditions: Reference DCI Group Document City of Clive – City Hall Renovation Phase 2 General Conditions Exhibit 25.08.14 for estimate.

Total Estimated General Conditions - \$66,108.99

...

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Executive - \$142/hr

Project Manager - \$112/hr

Superintendent - \$118/hr

Project Engineer - \$85/hr

PAGE 23

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Executive - \$142/hr

Project Manager - \$112/hr

Superintendent - \$118/hr

Project Engineer - \$85/hr

...

<u>Project Executive</u>	<u>\$142/hour</u>
<u>Project Manager</u>	<u>\$112/hour</u>
<u>Project Superintendent</u>	<u>\$118/hour</u>
<u>Project Engineer</u>	<u>85/hour</u>

...

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

...

.11 Other similar Project-related expenditures.

.12 Company vehicles for project use

.13 Cellular phones for assigned project personnel

.14 Project software utilized for project – Procore, P6, Dronedeploy

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus three percent (3 %) of the expenses incurred.

PAGE 24

§ 11.8.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (\$45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

—%—specifically set by rule pursuant to Iowa Code Section 74A.2 or the rate set by Iowa Code Section 573.14 whichever is less.

PAGE 25

[☒] Other Exhibits incorporated into this Agreement:

...

City of Clive City Hall Renovation Phase 2 – General Conditions Exhibit 25.08.14

...

Matt McQuillen City Manager

Michael Steen Vice President



Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:23:09 ET on 08/20/2025 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, other than those additions and deletions shown in the associated Additions and Deletions Report.

Drew Johnson Drew Johnson

(Signed)

Project Manager DCI Group

(Title)

August 20, 2025 | 4:27 PM CDT

(Dated)



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: August 28, 2025

RE: Resolution Setting Public Hearing (9/25/25, 6:00 PM) to Consider Taking of Bids for the Clive City Hall Remodel Phase 2 Project - Bid Package #2

SYNOPSIS:

Staff and the City's Construction Manager, DCI Group, recommends the City set a public hearing for the re-bidding of Bid Package #2 - Aluminum Frames & Glazing, for the City Hall Remodel Phase 2 project. A bid letting would occur at 11:00 AM on Thursday, September 11 with a hearing during the September 25 City Council meeting to review and consider the bids received.

Attachments:

1. 2025 Setting PH City Hall remodel project Phase 2 - Package 2 Re-Bid 8-28-25
2. 00 10 01 - Notice of Bid Letting - Bid Package 2 Re-Bid
3. 00 10 05 - Notice of Hearing - Bid Package 2 Re-Bid

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
TAKING OF BIDS FOR THE CLIVE CITY HALL REMODEL PHASE 2
PROJECT – BID PACKAGE #2

WHEREAS, the City Council of the City of Clive, Iowa (the "City") has determined that it is necessary and desirable to remodel and make improvements to the City Hall Facility in the City of Clive, Iowa, as described in the proposed plans and specifications and form of contract for Bid Package #2 – Aluminum Frames & Glazing (the "Project"), which plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the 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 11th day of September, 2025, at 11:00 a.m., at the Clive City Hall, Clive, Iowa. The 25th day of September, 2025, at 6:00 p.m., at the Council Chambers, City Hall, is hereby fixed as the time and place of hearing on the 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 28th day of August, 2025

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

August 19, 2025

**SECTION 00 10 01
NOTICE OF BID LETTING**

NOTICE IS HEREBY GIVEN: **That sealed bids will be received at the Clive City Hall, 1900 NW 114th Street, Clive, Iowa, until 11:00 a.m. CST on September 11, 2025.** Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the above noted time. All bidders are welcome to attend. Questions will be due ten (10) days prior to the bid due date. Please submit questions to drewj@dcigroup-us.com by 11:00 a.m. CST on September 1, 2025.

Bids will be considered by the Clive City Council at its meeting at 6:00 PM on September 25, 2025, at the Clive City Hall. The City Council may award the contract at said meeting, or at such other time and place as shall be announced.

Target Dates: Start of Work – September 2025, Completion of Work – April 2026

Project Description: Clive City Hall Renovation – Phase 2 – Interior remodel of an existing split level 26,890 SF City Hall facility. New reception areas, offices, work rooms and conference rooms will be modified. New finishes, room layout, security measures, and MEPT systems will be included in the scope of this work. All existing space uses, occupancy and egress will be maintained. Drawings and Specifications prepared by OPN Architects dated July 3, 2025.

Project consists of Prime Contractor Package:

Bid Package #2 – Aluminum Frames and Glazing

Pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5), tax exempt certificates and authorization letters will be issued to the successful bidder and subcontractors thereby exempting the successful bidder and subcontractors from having to pay sales tax on this project. Sales tax shall not be added to any bid submitted.

Plans and Specifications governing the installation of the proposed work have been prepared by OPN Architects of Des Moines, IA. Bidding Documents will be available on July 11, 2025. Specifications and Bid Forms for the project are available from Beeline and Blue at 2507 Ingersoll Avenue, Des Moines, IA 50312. Alternatively, Bid Documents can be viewed at beelineandblue.com. Project documents will be loaned to qualified bidders upon receipt of either a Master Builders of Iowa non-cash deposit card, or a check for one-hundred dollars (\$100.00) per set. Deposit checks will be refunded if documents are returned complete and in a reusable condition to Beeline and Blue within fourteen (14) days after the award of the project. Checks are to be made to Beeline and Blue.

Bid security in the amount of 10% of the total bid must accompany each Bid in accordance with the Instruction to Bidders. The successful bidder shall be required to furnish a Performance Bond and a Payment Bond, each in an amount equal to the Bid, guaranteeing faithful performance of the Contract. No bidder may withdraw its bid for a period of thirty [30] business days after the date and hour set for opening of bids.

A public hearing will be conducted at the regular Clive City Council meeting, to be held at Clive City Hall on September 25, 2025, at 6:00 PM for a hearing on the form of contract, and estimated total project cost. This will include bid results and award recommendations.

The award of the contract may be made by the City of Clive to any responsive, responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the schedule, quality of material, or service in the best interest of the City of Clive.

August 19, 2025

The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract as shall be deemed in the best interest of the City of Clive.

For further information, contact:

Drew Johnson
DCI Group, Inc.
220 SE 6th Street, Suite 200
Des Moines IA 50309
drewj@dcigroup-us.com
Telephone: 641-425-6419

END OF SECTION 00 10 01

August 19, 2025

**DOCUMENT 00 10 05
NOTICE OF HEARING**

NOTICE IS HEREBY GIVEN that the Clive City Council will meet at the Clive City Hall, 1900 NW 114th Street, Clive, IA 50325 on September 25th, 2025, at 6:00 p.m. for a public hearing on the form of contract, estimated total cost, bid results, and award recommendations of the following public improvement.

Clive City Hall Renovation- Phase 2 – Interior remodel of an existing split level 26.890 SF City Hall facility. New reception areas, offices, work rooms and conference rooms will be modified. New finishes, room layout, security measures, and MEPT systems will be included in the scope of this work. All existing space uses, occupancy and egress will be maintained. Drawings and Specifications prepared by OPN Architects dated July 3, 2025.

Project consists of Prime Contractor Package:

Bid Package #2 – Aluminum Frames and Glazing

END OF SECTION 00 10 05



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 28, 2025

RE: Public Hearing - Grant of Permanent Sanitary Sewer Easement to the Des Moines Metropolitan Wastewater Reclamation Authority for the WRA Common Joint Trunk Sewer Phase 1 - Joint Trunk West (Phase 14 Segment 4) Project

SYNOPSIS:

The Des Moines Metropolitan Wastewater Reclamation Authority (WRA) is 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.

Staff is recommending the approval of the granting of 12 easements, parcels 21-25, 27, and 30-35, for the Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14, Segment 4) Project to the WRA. The easement documents are attached.

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:

None



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 28, 2025

RE: Resolution Approving Grant of Certain Permanent Sanitary Sewer Easements (Parcels 21-25, 27 & 30-35) to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) for the WRA Common Joint Trunk Sewer Phase 1 - Joint Trunk West (Phase 14, Segment 4) Project

SYNOPSIS:

The Des Moines Metropolitan Wastewater Reclamation Authority (WRA) is 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.

Staff is recommending the approval of the granting of 12 easements, parcels 21-25, 27, and 30-35, for the Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14, Segment 4) Project to the WRA. The easement documents are attached.

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 - 08-28-25 - Hold Hearing - Granting of WRA Common Trunk Easements
2. 08-28-25 - WRA Common Trunk Easement - Parcel 21 - City of Clive - OFFER PACKET 8.5.25
3. 08-28-25 - WRA Common Trunk Easement - Parcel 22 - City of Clive - OFFER PACKET 8.5.25
4. 08-28-25 - WRA Common Trunk Easement - Parcel 23 - City of Clive - OFFER PACKET 8.5.25
5. 08-28-25 - WRA Common Trunk Easement - Parcel 24 - City of Clive - OFFER PACKET 8.5.25
6. 08-28-25 - WRA Common Trunk Easement - Parcel 25 - City of Clive - OFFER PACKET 8.5.25
7. 08-28-25 - WRA Common Trunk Easement - Parcel 27 - City of Clive - OFFER PACKET 8.5.25
8. 08-28-25 - WRA Common Trunk Easement - Parcel 30 - City of Clive - OFFER PACKET 8.5.25
9. 08-28-25 - WRA Common Trunk Easement - Parcel 31 - City of Clive - OFFER PACKET 8.5.25
10. 08-28-25 - WRA Common Trunk Easement - Parcel 32 - City of Clive - OFFER PACKET 8.5.25
11. 08-28-25 - WRA Common Trunk Easement - Parcel 33 - City of Clive - OFFER PACKET 8.5.25
12. 08-28-25 - WRA Common Trunk Easement - Parcel 34 - City of Clive - OFFER PACKET 8.5.25
13. 08-28-25 - WRA Common Trunk Easement - Parcel 35 - City of Clive - OFFER PACKET 8.5.25

14. 08-28-25 - WRA Common Trunk Easements - Offer Sheet - P21 22 23 24 25 - City of Clive - OFFER PACKET 7.24.25
15. 08-28-25 - WRA Common Trunk Easements - Offer Sheet - P30 31 32 33 34 35 - Offer to Purchase - SPECIAL PROVISIONS 7.24.25

RESOLUTION NO. _____

**RESOLUTION APPROVING THE GRANT OF CERTAIN PERMANENT SANITARY
SEWER EASEMENTS TO THE DES MOINES METROPOLITAN WASTEWATER
RECLAMATION AUTHORITY FOR THE WRA COMMON JOINT TRUNK SEWER
PHASE 1 – JOINT TRUNK WEST (PHASE 14, SEGMENT 4) PROJECT**

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 Sanitary Sewer Easements for Parcels No. 21–25, 27, and 30–35 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, on August 14, 2025, by roll call no. _____, it was duly resolved by the City Council that the proposed conveyance of the easements to the WRA be set down for hearing on August 28, 2025, at 6:00 p.m., in the City Council Chambers; and

WHEREAS, due notice of the proposal was published as required by Iowa Code § 364.7, setting forth the time and place for hearing; and

WHEREAS, a public hearing on the proposed easements has been held, giving those interested in the proposal, both for and against, the opportunity to be heard with respect thereto.

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

That the WRA Common Joint Trunk Sewer Phase 1 – Joint Trunk West (Phase 14, Segment 4) Project Easements in favor of the WRA for the installation of the WRA Common Joint Trunk Sewer on City property at a location generally 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, are hereby approved by the City, and the Mayor and City Clerk are hereby authorized to execute said WRA Common Joint Trunk Sewer Phase 1 Project easements on behalf of the City, and the City Clerk is hereby authorized to attest to the signature of the Mayor thereon.

PASSED AND APPROVED THIS 28th 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
▲ ▲
● ○
■ □
⊞ ⊞
○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

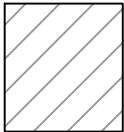
PN: 123.0122.01A
T-R-S:79N-25W-31



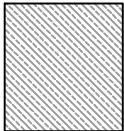
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024
PM/TECH: EDG/DCG

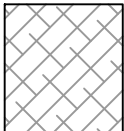
EASEMENT PLAT



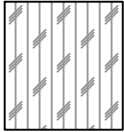
=PARCEL 21



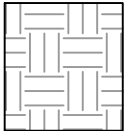
=PARCEL 22



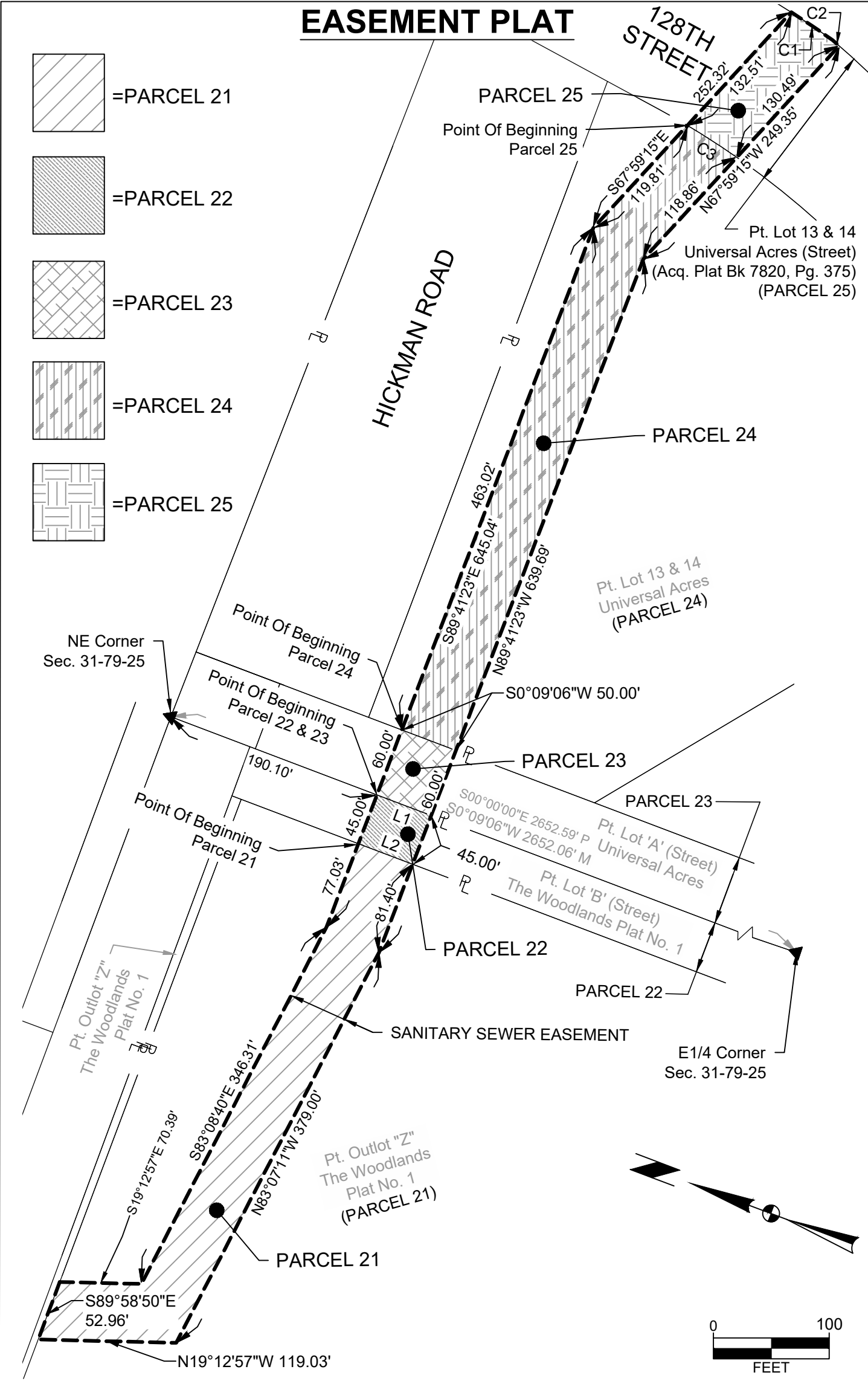
=PARCEL 23



=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, & 25	SHEET 2 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

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

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

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

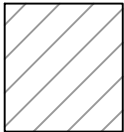
PN: 123.0122.01A
T-R-S:79N-25W-31



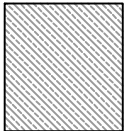
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024
PM/TECH: EDG/DCG

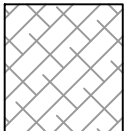
EASEMENT PLAT



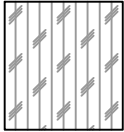
=PARCEL 21



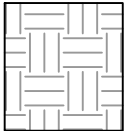
=PARCEL 22



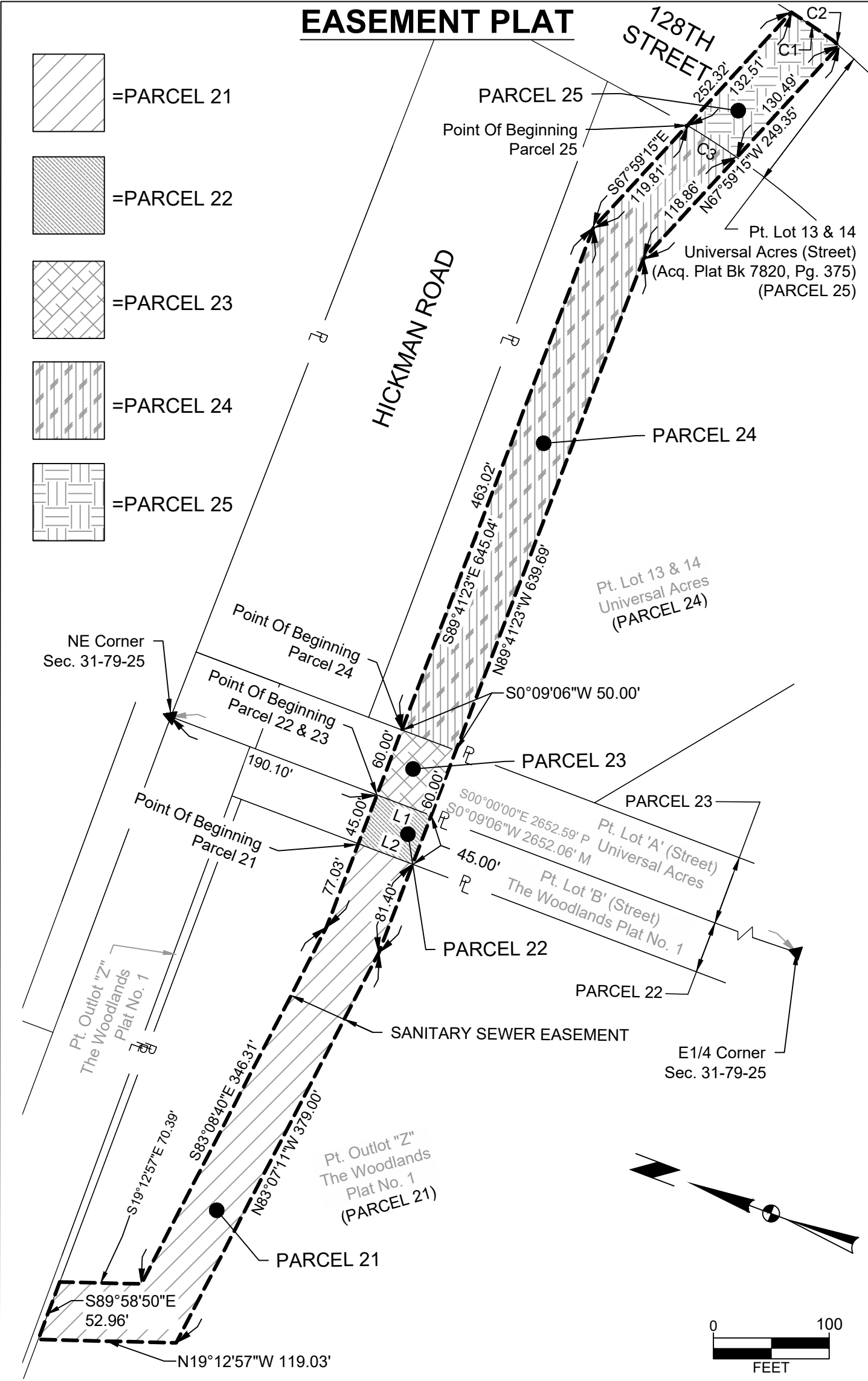
=PARCEL 23



=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, & 25	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

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
▲ △
● ○
■ □
⊞ ⊞
⊙ 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

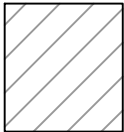


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

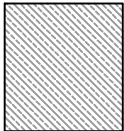
DATE: 10/11/2024

PM/TECH: EDG/DCG

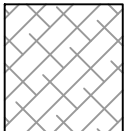
EASEMENT PLAT



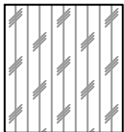
=PARCEL 21



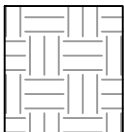
=PARCEL 22



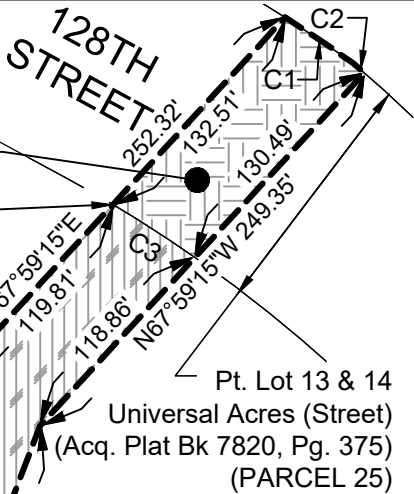
=PARCEL 23



=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

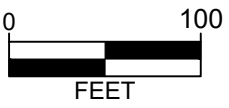
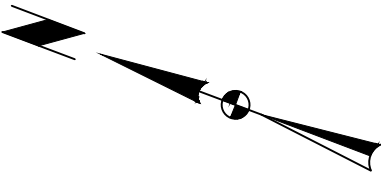
PARCEL 23

PARCEL 22

PARCEL 21

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

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
▲ ▲
● ○
■ □
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

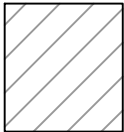
PN: 123.0122.01A
T-R-S:79N-25W-31



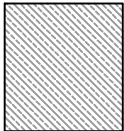
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024
PM/TECH: EDG/DCG

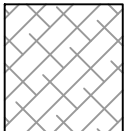
EASEMENT PLAT



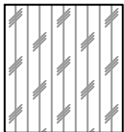
=PARCEL 21



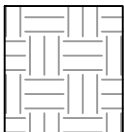
=PARCEL 22



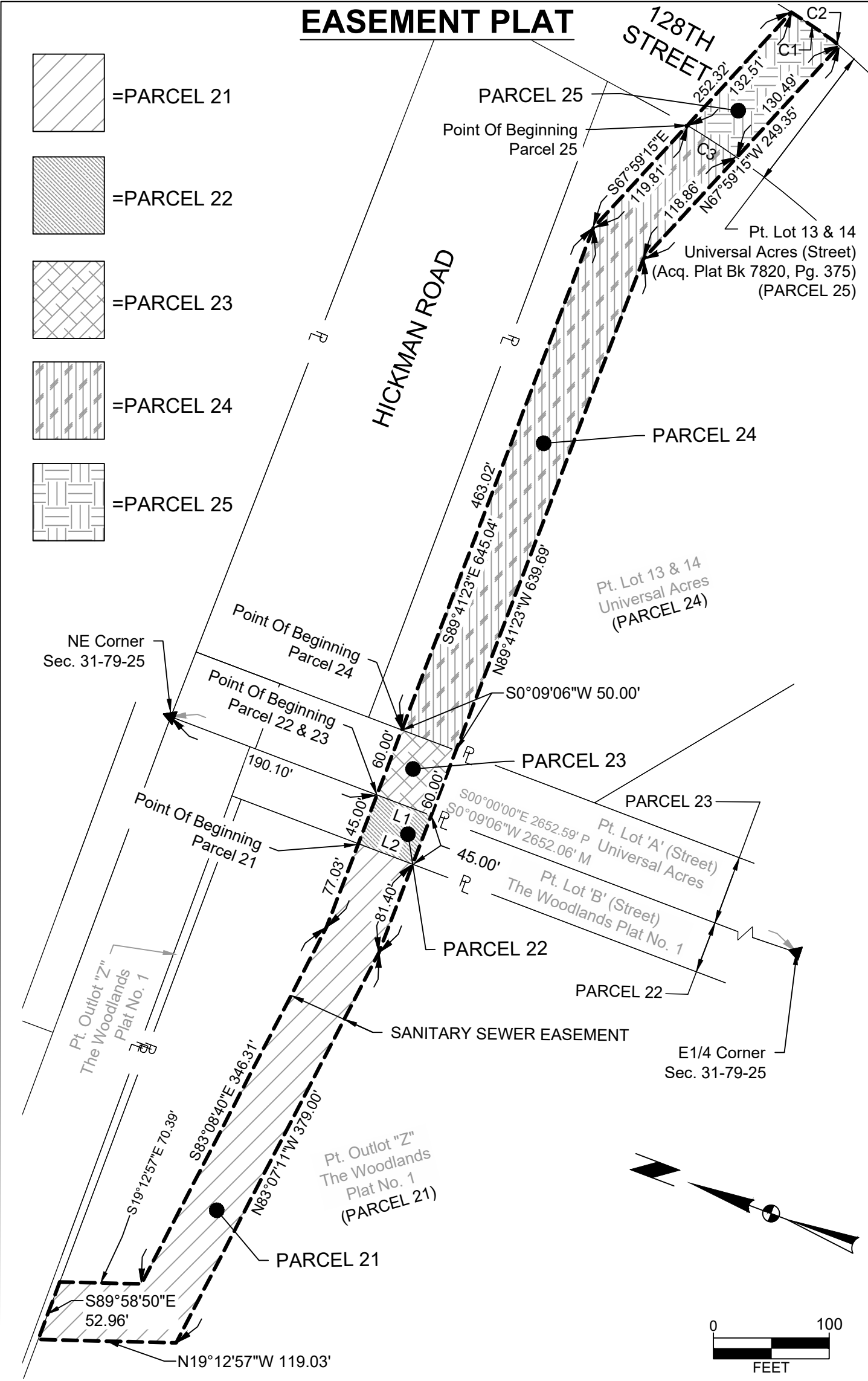
=PARCEL 23



=PARCEL 24



=PARCEL 25



WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1 PARCELS 21, 22, 23, 24, & 25	SHEET 2 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

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

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
▲ △
● ○
■ □
⊞ ⊞
⊙ 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

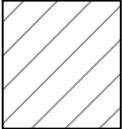
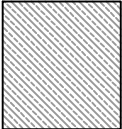
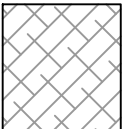
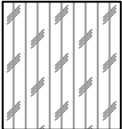
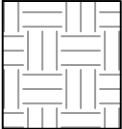
PARCELS 21, 22, 23, 24, & 25

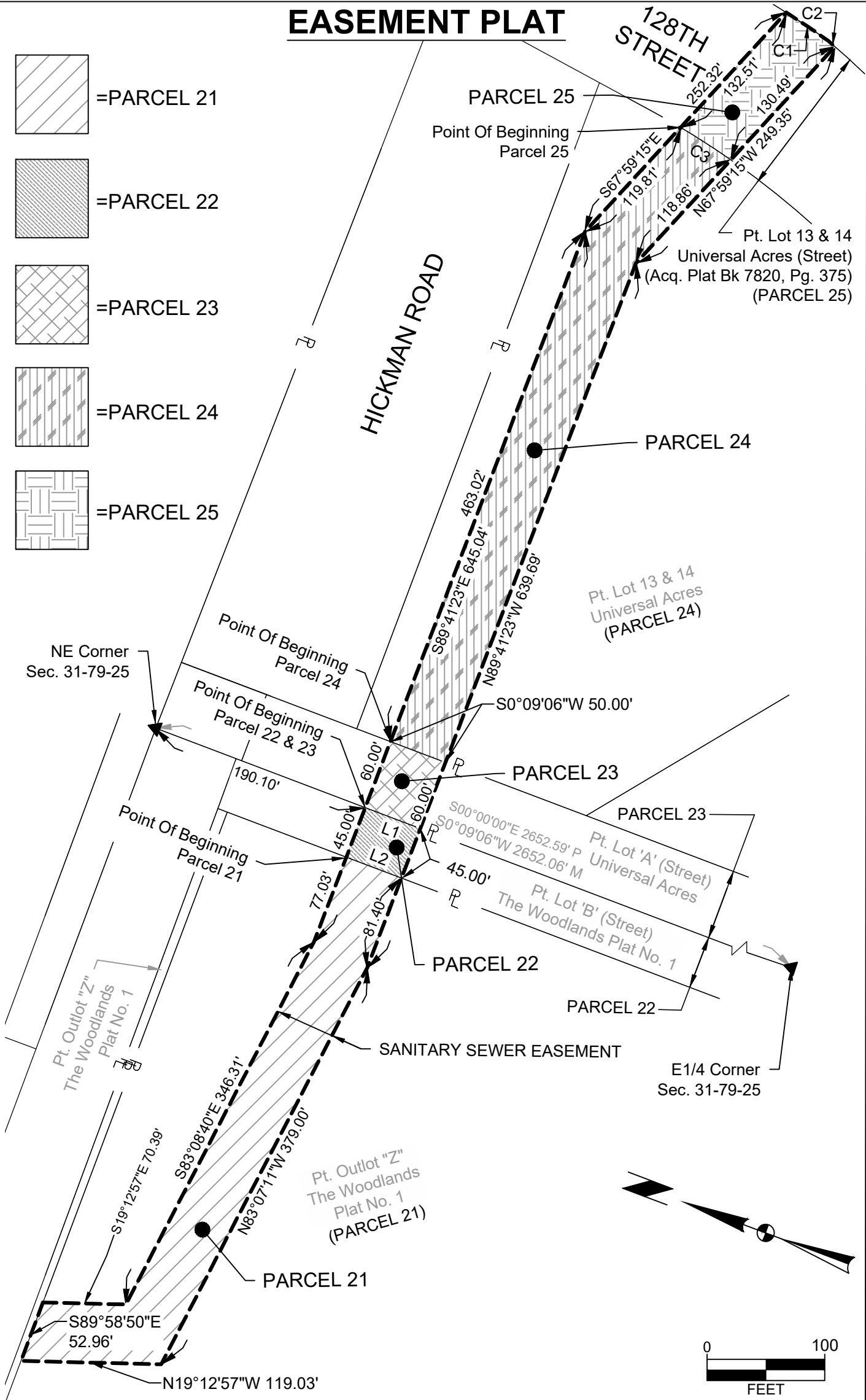


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 1 OF 3
PN: 123.0122.01A
T-R-S:79N-25W-31
DATE: 10/11/2024
PM/TECH: EDG/DCG

EASEMENT PLAT

- =PARCEL 21
- =PARCEL 22
- =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:

Permanent Sanitary Sewer Easement 18,263 sf x \$0.00 sf x 50%	= \$00.00
Total	= \$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

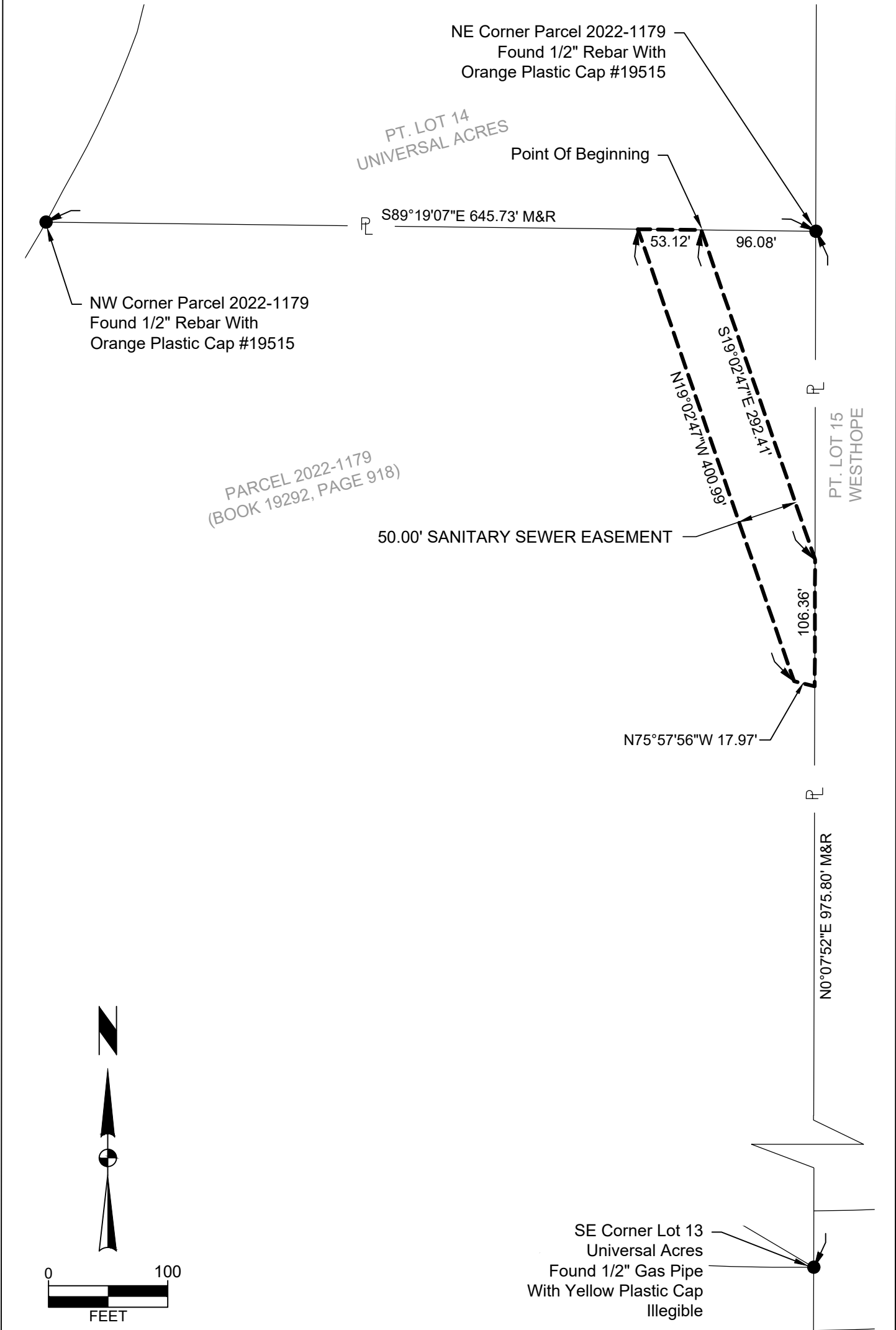


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

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

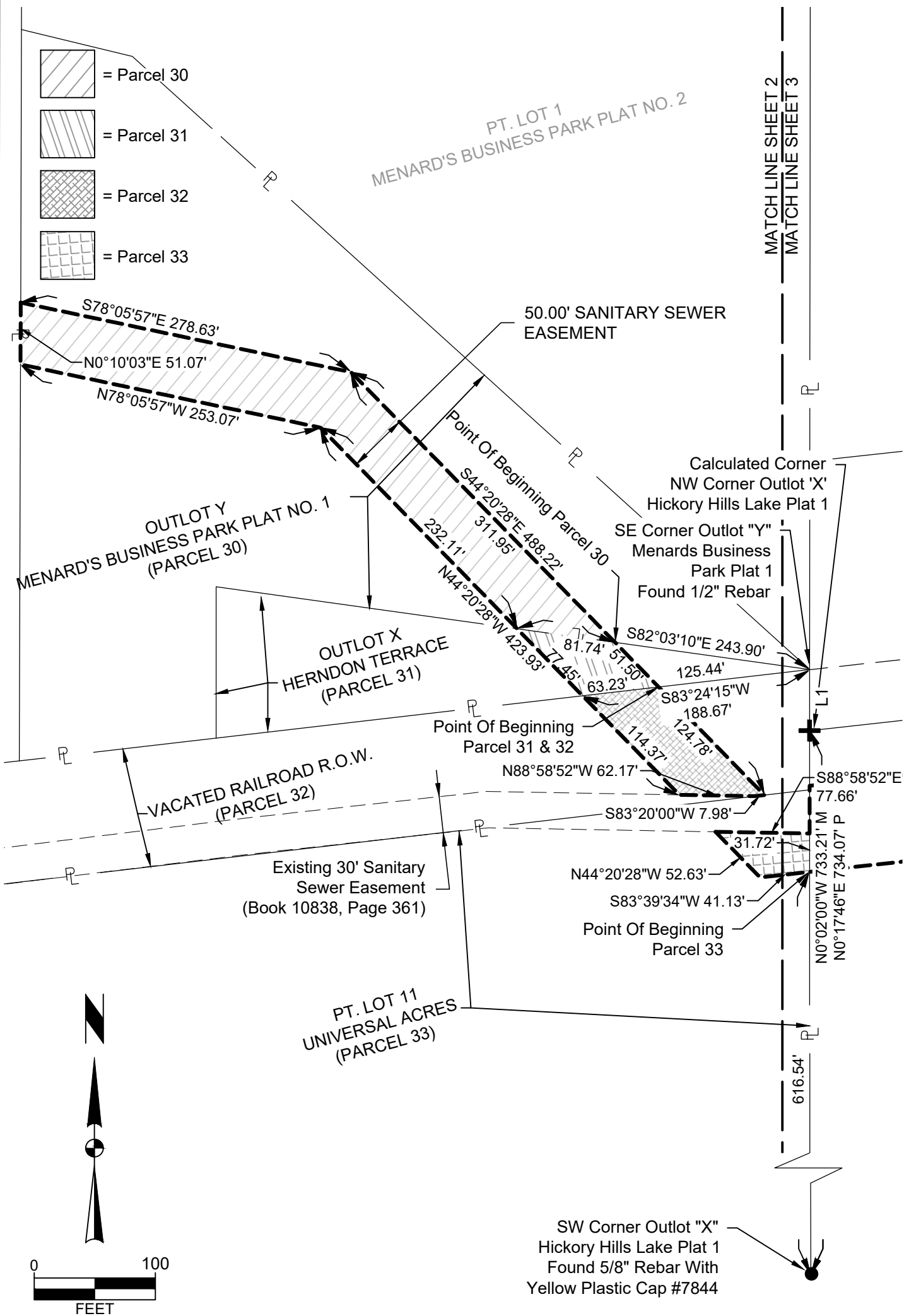


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

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
SNYDER & ASSOCIATES 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

SE Corner Parcel "A"
Found 5/8" Rebar

S0°39'59"W 315.50' R
N0°13'10"E 316.07' M

S6°45'29"E 199.77' P
N6°50'01"W 199.77' M

Calculated Corner
NE Corner Parcel "A"
(Book 7816, Page 50)

Point Of Beginning
Parcel 35

Easterly Corner Lot 1
Corporate Woods Office
Park Plat 1
Found ROW Rail



= Parcel 34



= Parcel 35

PARCEL "A"
(BOOK 7816, PAGE 50)
(PARCEL 35)

LOT 1
CORPORATE WOODS
OFFICE PARK
PLAT 1

S0°43'57"W 19.73'

N0°34'17"E 19.68'

SANITARY SEWER EASEMENT

PT. LOT 4
STATE FARM ADDITION

N88°08'11"E 199.98'

S88°09'28"W 200.71'

OUTLOT X
HICKORY HILLS LAKE PLAT 1
(PARCEL 34)

PT. LOT 1
STATE FARM
ADDITION

LOT 3
STATE FARM
ADDITION



SW Corner Outlot "X"
Hickory Hills Lake Plat 1

S88°58'52"E 77.66'

N0°02'00"W 71.14'
Point Of Beginning
Parcel 34

MATCH LINE SHEET 2
MATCH LINE SHEET 3

616.54'

PT. LOT 11
UNIVERSAL ACRES
(PARCEL 33)

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 30, 31, 32, 33, 34, & 35



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 3 OF 4
PN: 123.0122.01A
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	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 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:

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.).

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

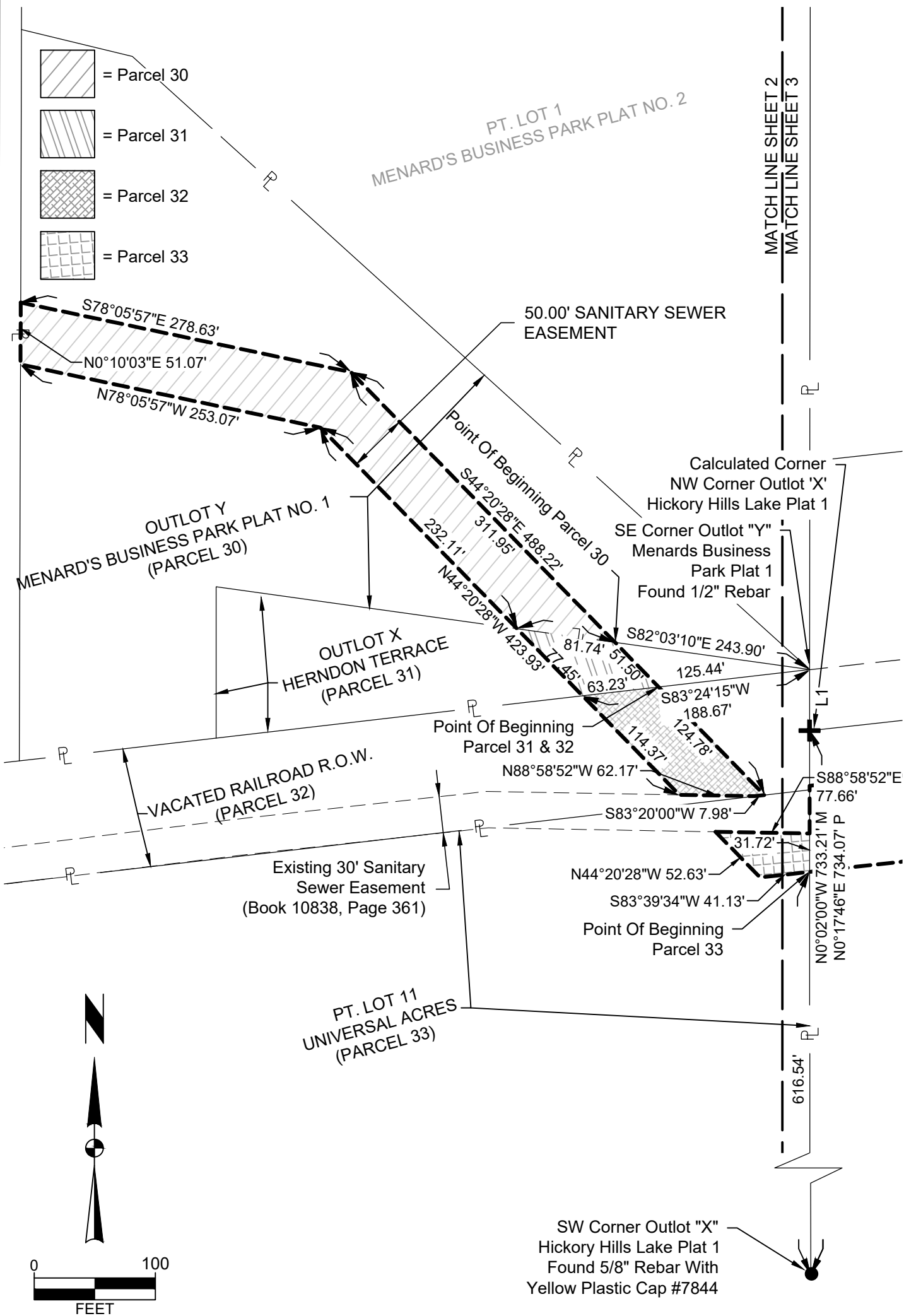


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

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

SE Corner Parcel "A"
Found 5/8" Rebar

S0°39'59"W 315.50' R

-N0°13'10"E 316.07' M

—S6°45'29"E 199.77' P
N6°50'01"W 199.77' M

Calculated Corner
NE Corner Parcel "A"
(Book 7816, Page 50)

Point Of Beginning Parcel 35

- Easterly Corner Lot 1
Corporate Woods Office
Park Plat 1
Found ROW Rail

= Parcel 34

= Parcel 35

PARCEL "A"
(BOOK 7816, PAGE 50)
(PARCEL 35)

LOT 1
CORPORATE WOODS
OFFICE PARK
PLAT 1

-S0°43'57"W 19.73'

SANITARY SEWER EASEMENT

PT. LOT 4
STATE FARM ADDITION

N88°08'11"E 199.98'

-S88°09'28"W 200.71'

OUTLOT X
- HICKORY HILLS LAKE PLAT 1 -
(PARCEL 34)

PT. LOT 1
STATE FARM
ADDITION

LOT 3
STATE FARM
ADDITION

SW Corner Outlot "X"
Hickory Hills Lake Plat 1

Point Of Beginning
Parcel 34

S88°58'52"E 77.66'

MATCH LINE SHEET 2
MATCH LINE SHEET 3

616.54'

PT. LOT 11
UNIVERSAL ACRES
(PARCEL 33)

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 30, 31, 32, 33, 34, & 35



SNYDER
& ASSOCIATES

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 3 OF 4

PN: 123.0122.01A

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	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 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

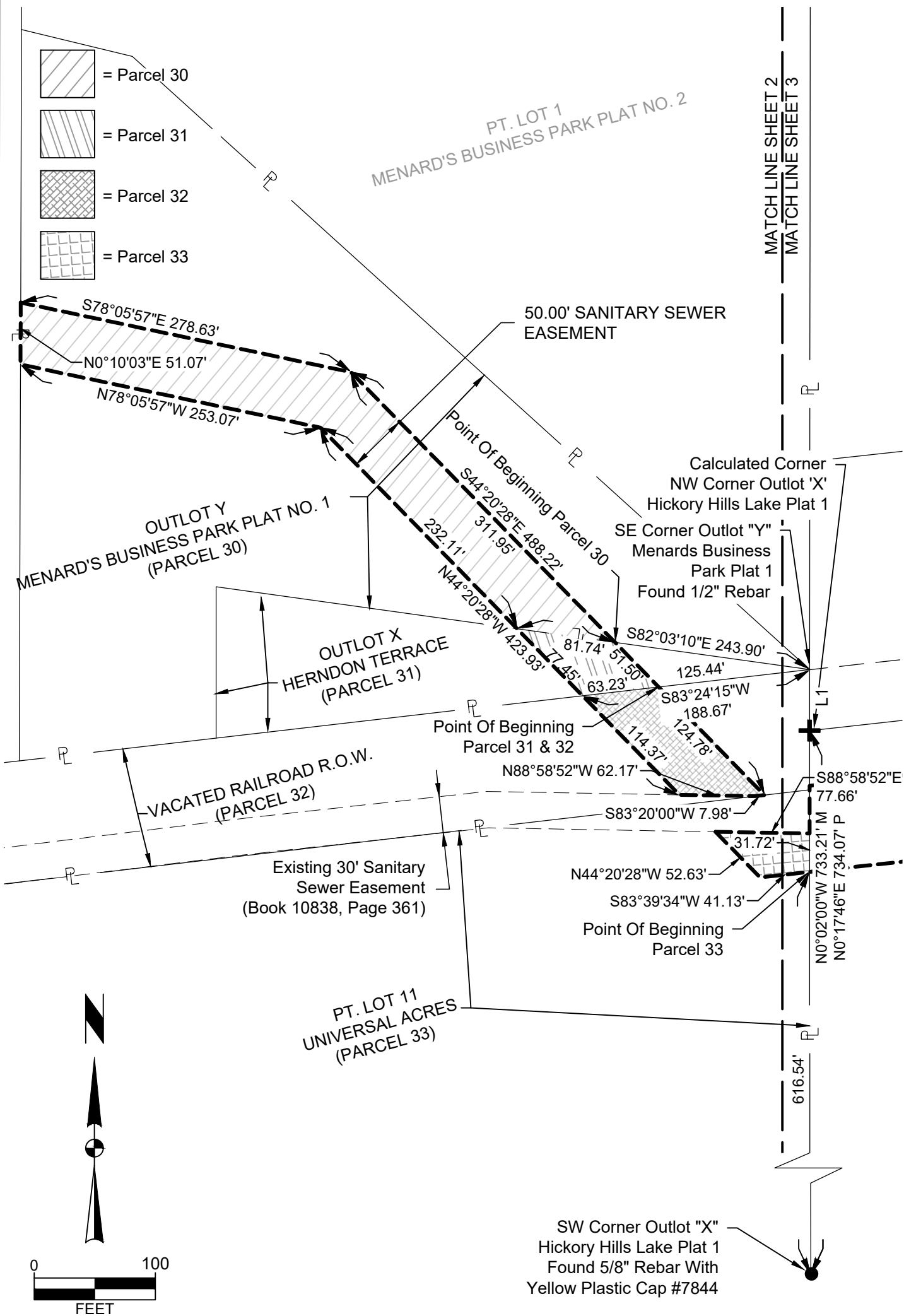


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

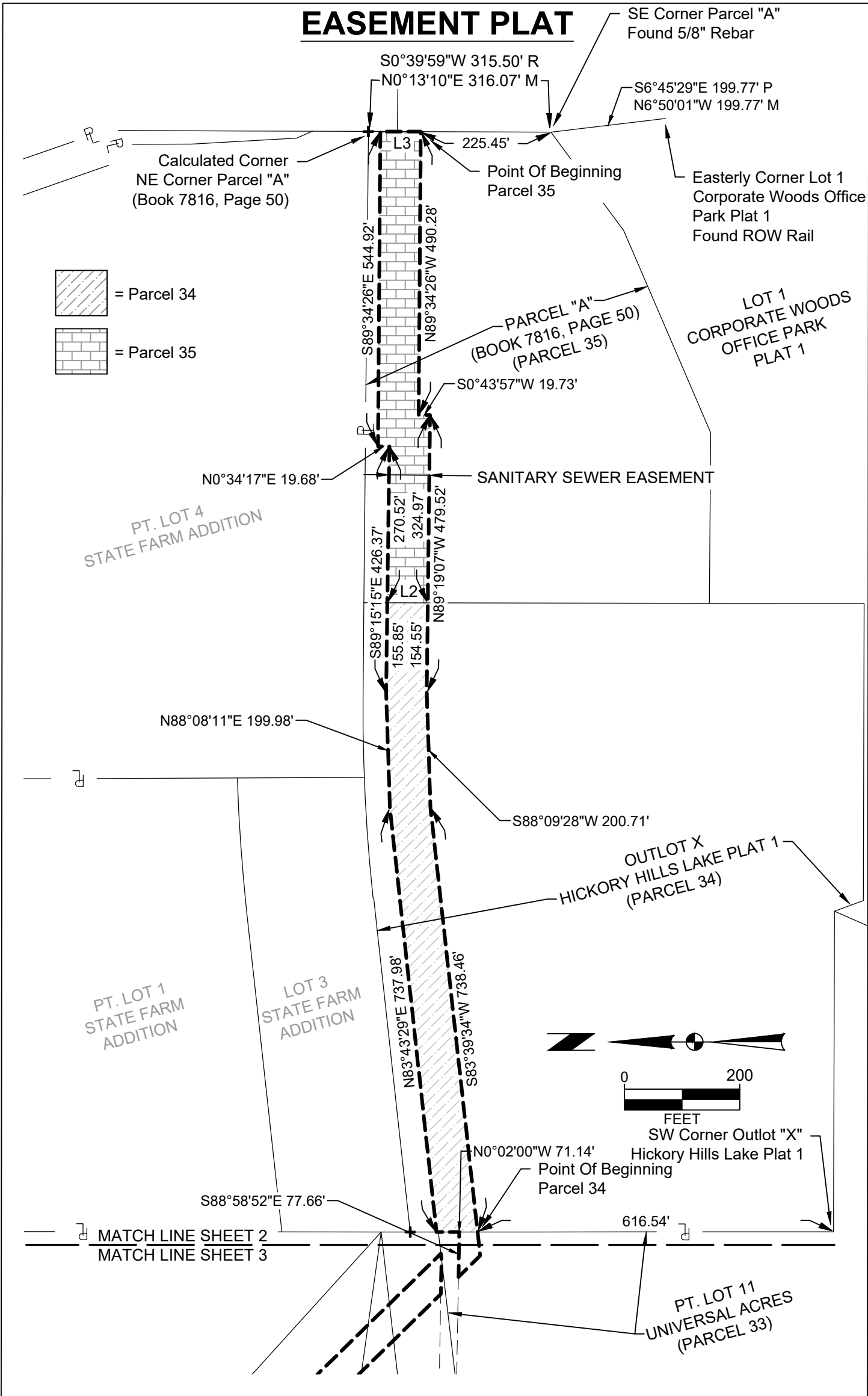
PM/TECH: EDG/DCG

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
	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.).

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		
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

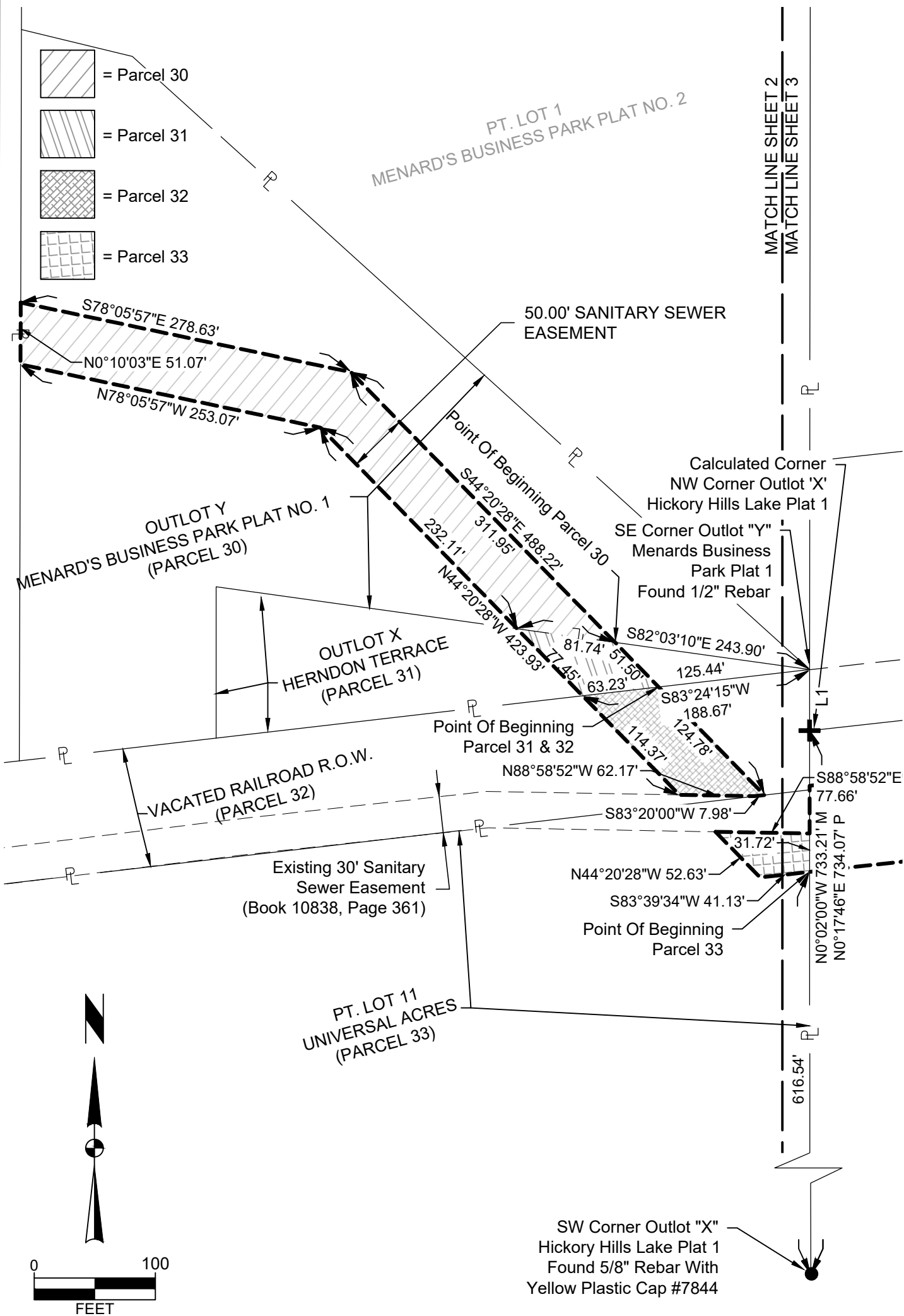


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

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

SE Corner Parcel "A"
Found 5/8" Rebar

S0°39'59"W 315.50' R

-N0°13'10"E 316.07' M

-S6°45'29"E 199.77' P
N6°50'01"W 199.77' M

Calculated Corner
NE Corner Parcel "A"
(Book 7816, Page 50)

Point Of Beginning Parcel 35

- Easterly Corner Lot 1
Corporate Woods Office
Park Plat 1
Found ROW Rail

= Parcel 34

= Parcel 35

PARCEL A
(BOOK 7816, PAGE 50)
(PARCEL 35)

LOT 1
CORPORATE WOODS
OFFICE PARK
PLAT 1

-S0°43'57"W 19.73'

SANITARY SEWER EASEMENT

PT. LOT 4
STATE FARM ADDITION

N88°08'11"E 199.98'

-S88°09'28"W 200.71'

OUTLOT X
- HICKORY HILLS LAKE PLAT 1
(PARCEL 34)

PT. LOT 1
STATE FARM
ADDITION

LOT 3
STATE FARM
ADDITION

SW Corner Outlot "X"
Hickory Hills Lake Plat 1

S88°58'52"E 77.66'-

Point Of Beginning
Parcel 34

MATCH LINE SHEET 2
MATCH LINE SHEET 3

616.54'

PT. LOT 11
UNIVERSAL ACRES
(PARCEL 33)

WEST JOINT TRUNK SEWER - PHASE 14 SEGMENT 1

PARCELS 30, 31, 32, 33, 34, & 35



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 3 OF 4

PN: 123.0122.01A

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 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

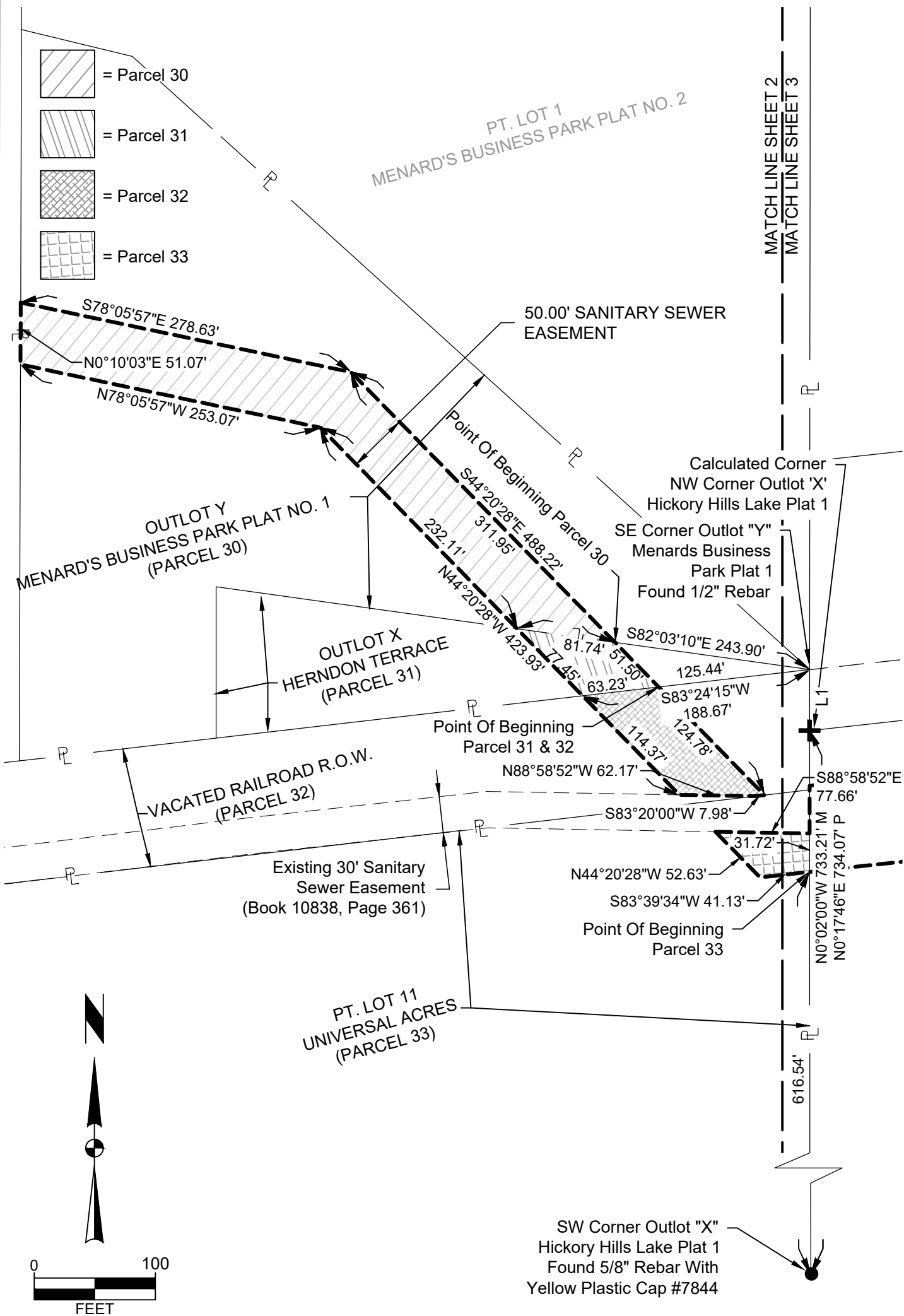


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

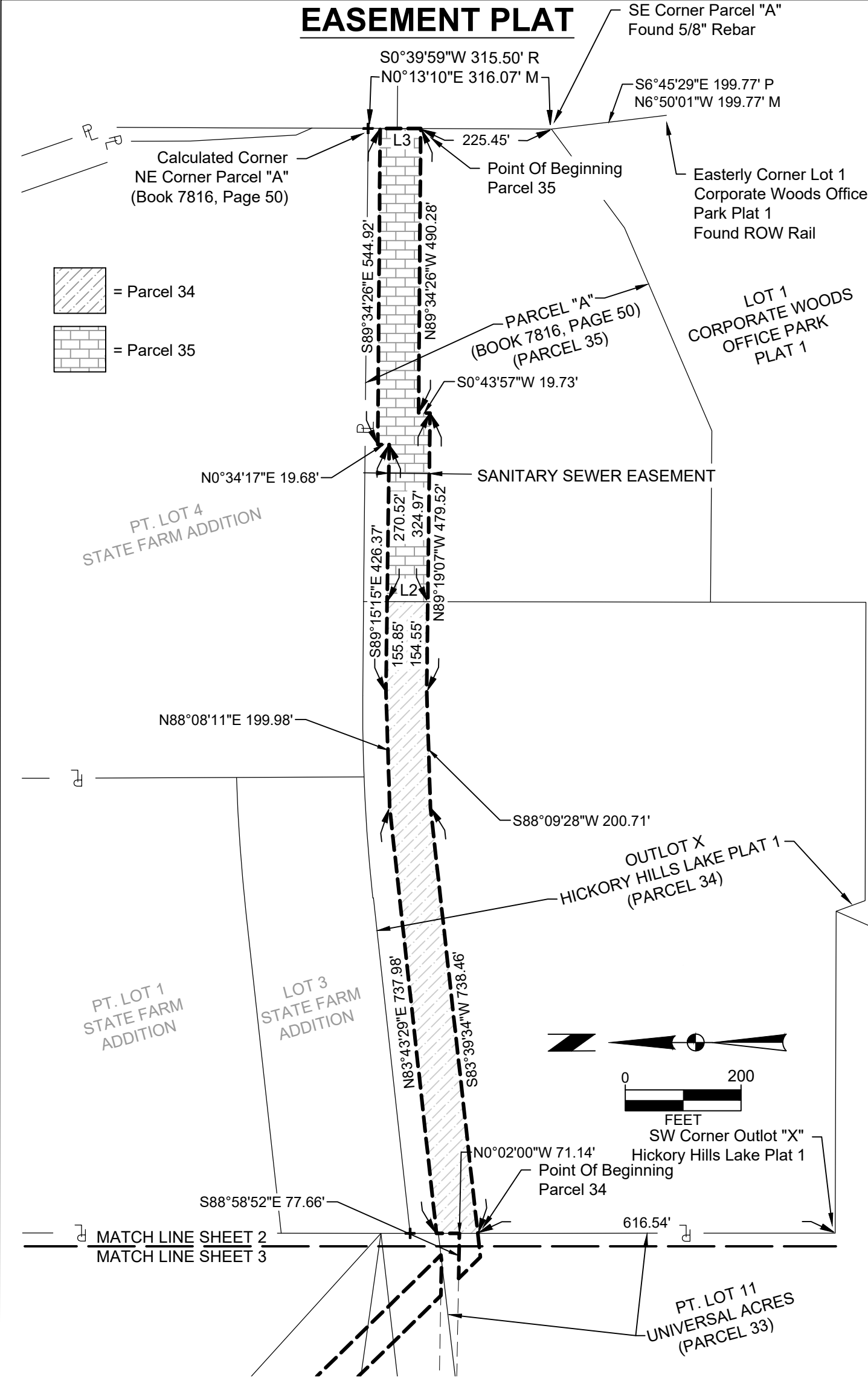
PM/TECH: EDG/DCG

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.).

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	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

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 "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.).

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		
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

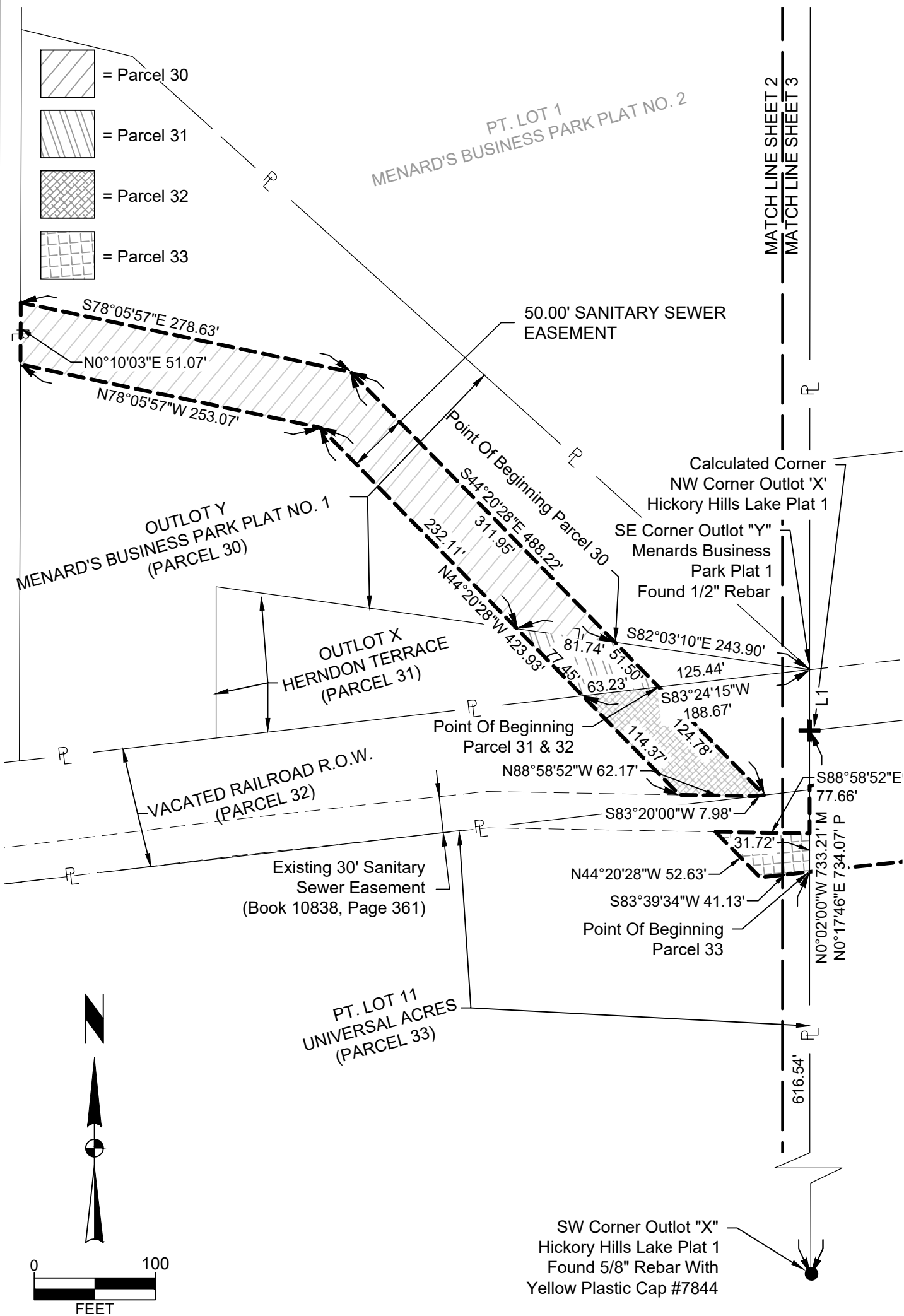


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 10/11/2024

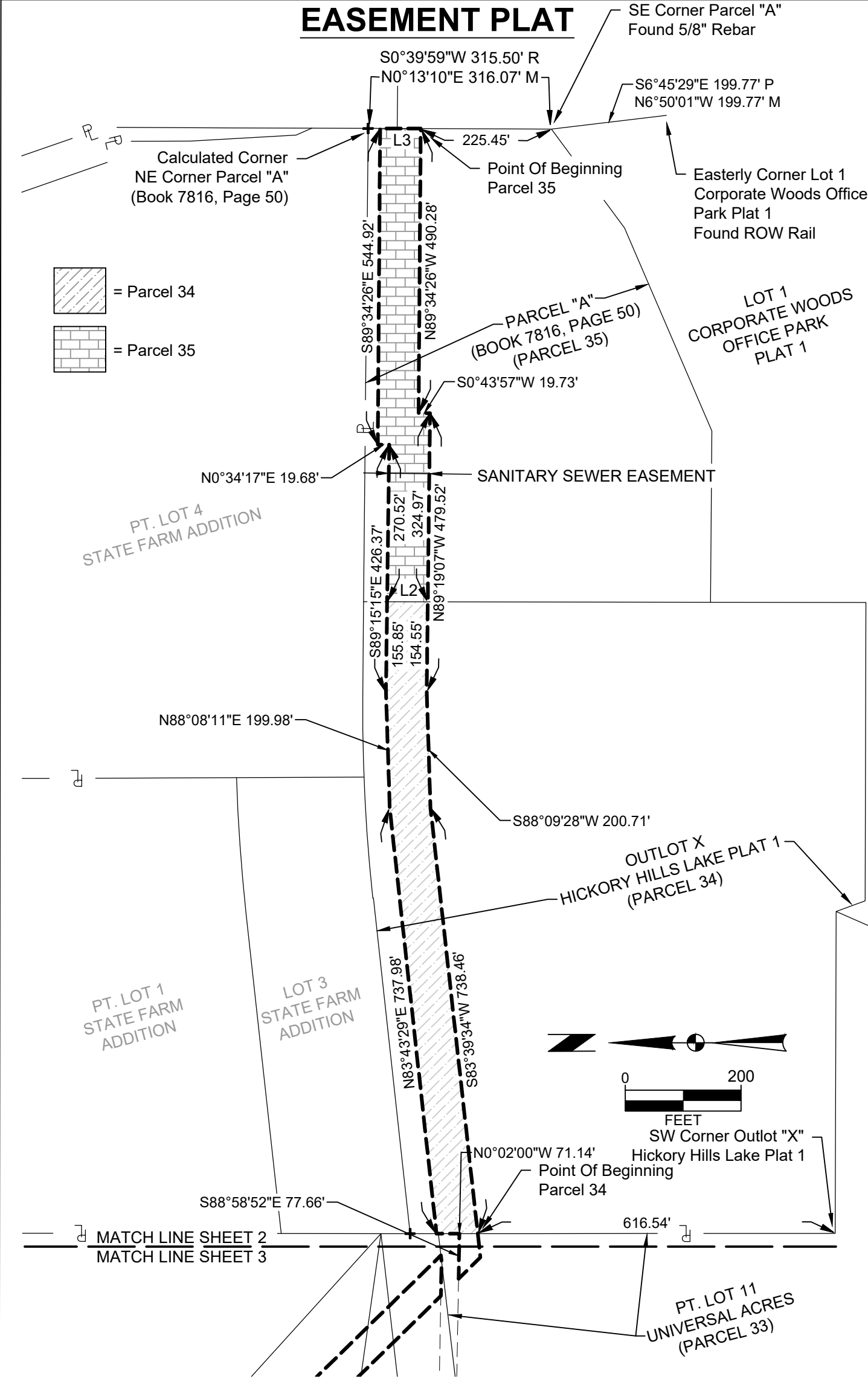
PM/TECH: EDG/DCG

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.).

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	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

**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
▲ ▲
● ○
■ □
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

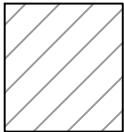


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

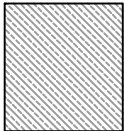
DATE: 10/11/2024

PM/TECH: EDG/DCG

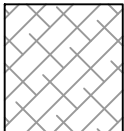
EASEMENT PLAT



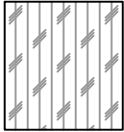
=PARCEL 21



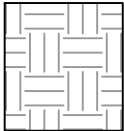
=PARCEL 22



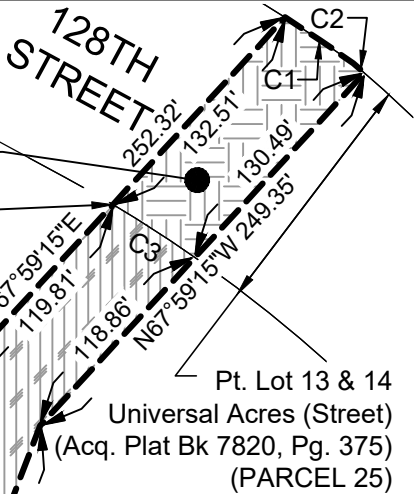
=PARCEL 23



=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 23

PARCEL 22

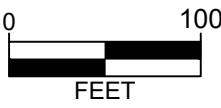
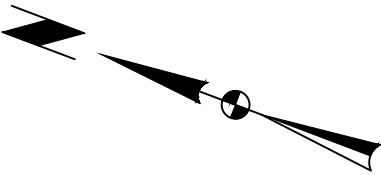
PARCEL 21

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 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: Jim Hagelie, Engineering Services Administrator

DATE: August 28, 2025

RE: Public Hearing - NW 86th Street Pavement Repair Project

SYNOPSIS:

Bids for the above referenced project were received on August 14, 2025. This project will complete a full-depth pavement repair in the northbound lanes of NW 86th Street between Harbach Boulevard and Alice Avenue.

A breakdown of the six bids received is as follows:

The Concrete Contracting Co.	\$82,086.00
TK Concrete	\$84,215.00
Brothers Concrete	\$86,053.00
Grimes Asphalt & Paving Corporation	\$93,869.00

The engineer's Opinion of Probable Construction Cost was \$92,170.00. There is a late start date of October 6, 2025 assigned to the project followed by 20 working days to complete the work. The City has worked successfully on the completion of several similar projects with this Contractor in recent years. As a result, staff would recommend award to the low bidder, The Concrete Contracting Company, in the amount of \$82,086.00.

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or would like to review the plans for the project.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 28, 2025

RE: Resolution Approving Plans and Specifications

SYNOPSIS:

Attachments:

1. Resolution - Plans

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COSTS FOR
THE NW 86th STREET PAVEMENT REPAIR PROJECT

WHEREAS, on the _____ day of _____, 2025, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the NW 86th Street Pavement Repair Project (the "Project"); and

WHEREAS, notice of hearing on said plans, specifications, form of contract and estimate of costs was published, and a public hearing has been held thereon.

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

That the said plans, specifications, form of contract and estimate of costs for the Project are hereby approved and adopted.

PASSED AND APPROVED this _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 28, 2025

RE: Receipt of Bids

SYNOPSIS:

Attachments:

1. Bid Tabulation

BID TABULATION FORM													
PROJECT: NW 86th STREET PAVEMENT REPAIR PROJECT													
BIDS RECEIVED: August 14, 2025													
			Engineer's Opinion of Probable Construction Cost		The Concrete Contracting Co. Grimes, IA 10% Bid Bond		TK Concrete Pella, IA 10% Bid Bond		Brothers Concrete Des Moines, IA 10% Bid Bond		Grimes Asphalt & Paving Corp Des Moines, IA 10% Bid Bond		
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1.	Curb and Gutter, PCC, 30"	126.0 SY	\$ 45.00	\$ 5,670.00	\$ 65.00	\$ 8,190.00	\$ 40.00	\$ 5,040.00	\$ 65.00	\$ 8,190.00	\$ 74.00	\$ 9,324.00	
2.	Median, Dowelled, PCC, 6"	12.0 SY	\$ 200.00	\$ 2,400.00	\$ 250.00	\$ 3,000.00	\$ 250.00	\$ 3,000.00	\$ 185.00	\$ 2,220.00	\$ 406.00	\$ 4,872.00	
3.	Asphalt Overlay, 3", Surface, 1/2", HT	178.0 SY	\$ 75.00	\$ 13,350.00	\$ 65.00	\$ 11,570.00	\$ 85.00	\$ 15,130.00	\$ 95.00	\$ 16,910.00	\$ 92.00	\$ 16,376.00	
4.	Removal of Sidewalk	29.0 SY	\$ 25.00	\$ 725.00	\$ 15.00	\$ 435.00	\$ 20.00	\$ 580.00	\$ 15.00	\$ 435.00	\$ 40.00	\$ 1,160.00	
5.	Removal of Driveway	89.0 SY	\$ 30.00	\$ 2,670.00	\$ 15.00	\$ 1,335.00	\$ 20.00	\$ 1,780.00	\$ 15.00	\$ 1,335.00	\$ 23.00	\$ 2,047.00	
6.	Sidewalk, PCC, 4"	14.0 SY	\$ 100.00	\$ 1,400.00	\$ 80.00	\$ 1,120.00	\$ 125.00	\$ 1,750.00	\$ 125.00	\$ 1,750.00	\$ 187.00	\$ 2,618.00	
7.	Sidewalk, PCC, 6"	15.0 SY	\$ 125.00	\$ 1,875.00	\$ 95.00	\$ 1,425.00	\$ 200.00	\$ 3,000.00	\$ 145.00	\$ 2,175.00	\$ 180.00	\$ 2,700.00	
8.	Driveway, Paved, PCC, 6"	48.0 SY	\$ 75.00	\$ 3,600.00	\$ 95.00	\$ 4,560.00	\$ 80.00	\$ 3,840.00	\$ 85.00	\$ 4,080.00	\$ 111.00	\$ 5,328.00	
9.	Full-Depth Patches, PCC, 10"	144.0 SY	\$ 200.00	\$ 28,800.00	\$ 145.00	\$ 20,880.00	\$ 150.00	\$ 21,600.00	\$ 195.00	\$ 28,080.00	\$ 130.00	\$ 18,720.00	
10.	Subbase Over-Excavation	20.0 Ton	\$ 350.00	\$ 7,000.00	\$ 25.00	\$ 500.00	\$ 55.00	\$ 1,100.00	\$ 65.00	\$ 1,300.00	\$ 235.00	\$ 4,700.00	
11.	Pavement Removal, HMA	178.0 SY	\$ 60.00	\$ 10,680.00	\$ 60.00	\$ 10,680.00	\$ 20.00	\$ 3,560.00	\$ 18.50	\$ 3,293.00	\$ 22.00	\$ 3,916.00	
12.	Pavement Removal, Median	12.0 SY	\$ 50.00	\$ 600.00	\$ 15.00	\$ 180.00	\$ 125.00	\$ 1,500.00	\$ 250.00	\$ 3,000.00	\$ 141.00	\$ 1,692.00	
13.	Curb and Gutter Removal	126.0 LF	\$ 25.00	\$ 3,150.00	\$ 13.50	\$ 1,701.00	\$ 22.50	\$ 2,835.00	\$ 25.00	\$ 3,150.00	\$ 16.00	\$ 2,016.00	
14.	Temporary Traffic Control	1.0 LS	\$ 7,500.00	\$ 7,500.00	\$ 8,750.00	\$ 8,750.00	\$ 15,000.00	\$ 15,000.00	\$ 5,850.00	\$ 5,850.00	\$ 12,000.00	\$ 12,000.00	
15.	Seeding, Fertilizing, and Mulching	1.0 LS	\$ 1,500.00	\$ 1,500.00	\$ 3,575.00	\$ 3,575.00	\$ 3,000.00	\$ 3,000.00	\$ 2,850.00	\$ 2,850.00	\$ 5,000.00	\$ 5,000.00	
16.	Slurry Control	1.0 LS	\$ 750.00	\$ 750.00	\$ 3,835.00	\$ 3,835.00	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 700.00	\$ 700.00	
17.	Secondary Slurry Control - Grate Intake Sediment Filter Bag	1.0 Each	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 185.00	\$ 185.00	\$ 700.00	\$ 700.00	
TOTAL CONSTRUCTION COST				\$ 92,170.00	\$ 82,086.00		\$ 84,215.00		\$ 86,053.00		\$ 93,869.00		



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 28, 2025

RE: Resolution Awarding Contract - The Concrete Contracting Co. -
\$82,086.00

SYNOPSIS:

Attachments:

1. Resolution - Award

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACT FOR THE
NW 86th STREET PAVEMENT REPAIR PROJECT

WHEREAS, the plans, specifications, form of contract and estimate of costs for the NW 86th Street Pavement Repair Project (the "Project") have previously been approved; and

WHEREAS, the Notice to Bidders for the taking of bids for the Project has been published, the bids have been received and opened at a public meeting, and the results of such bids have been considered at a public hearing.

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

That the bid in the sum of \$82,086.00 by The Concrete Contracting Co. for the Project, as described in the plans and specifications adopted by the City of Clive be and hereby is accepted, the same being the lowest responsible bid received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

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: Richard Brown, Leisure Services Director

DATE: August 28, 2025

RE: Greenbelt Landing Signage Concepts

SYNOPSIS:

Staff will give a brief update on construction progress and present signage and donor recognition concepts for the Greenbelt Landing project.

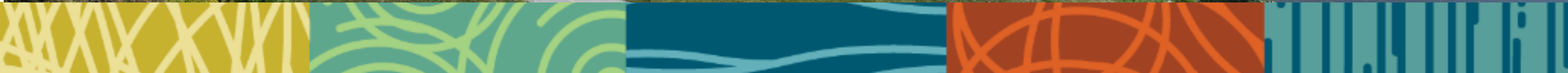
Attachments:

1. Greenbelt Landing Signage - Final

An aerial photograph of a park area. On the left, a paved path leads to a wooden bridge with a metal railing that crosses a small stream. The surrounding area is lush with green trees and grass. On the right, a large pond with several water fountains is visible. The text "Construction Update and Project Signage" is overlaid in the center in a large, white, sans-serif font.

Construction Update and Project Signage

August 28, 2025



Construction Update

- Construction was slowed by the very wet July
- Dry weather is now allowing contractors to catch up
- Most construction should be complete by end of year



Project Signage and Donor Recognition

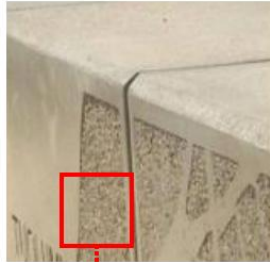
- Oxbows district
- Materials and colors based on overall project design



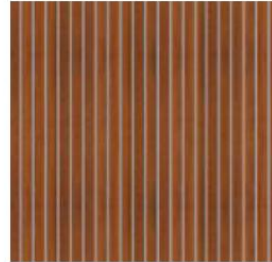
Coated Aluminum
Painted green to match
green paint and tile



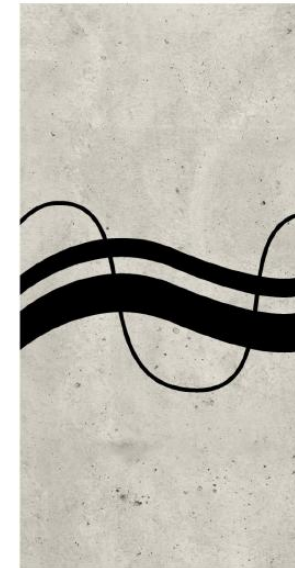
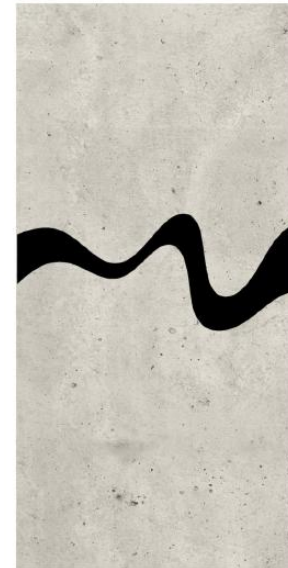
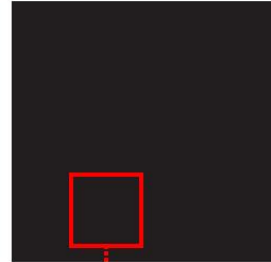
Precast Concrete
Complements cast stone



Linear Metal Planks
Corten or weathered steel



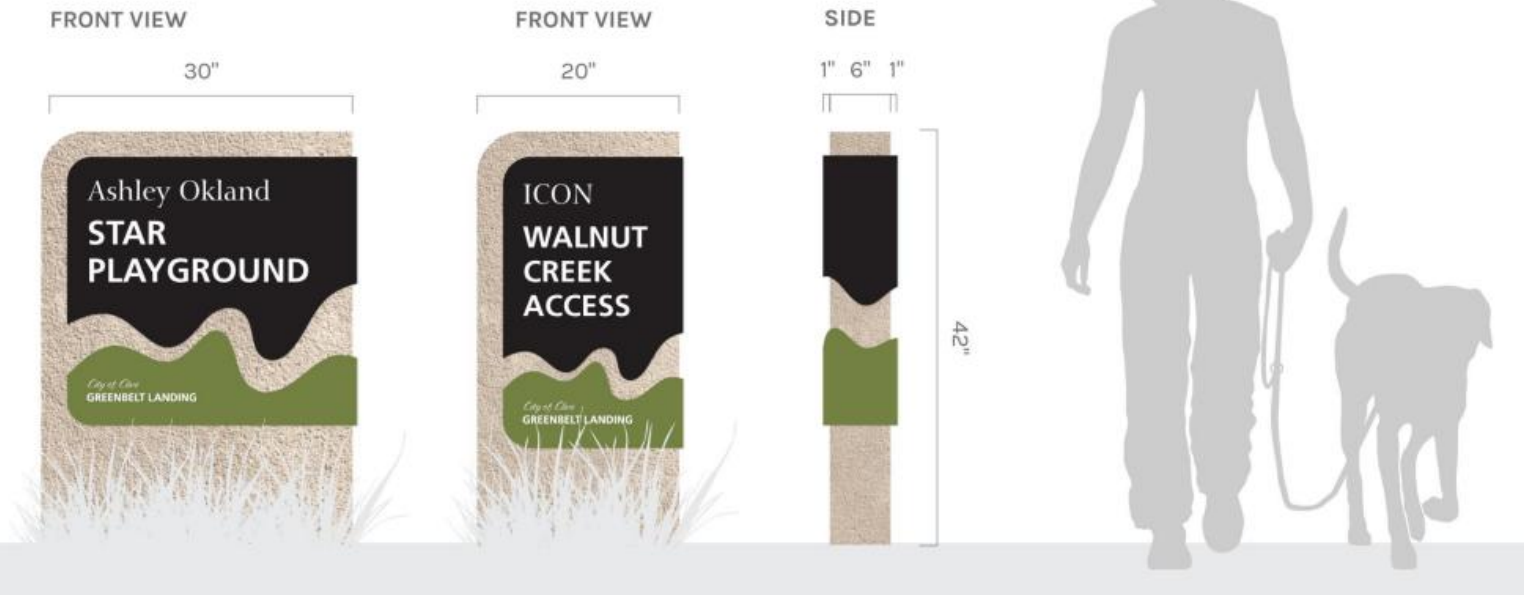
Coated Aluminum
Painted obsidian to
match materials used



Gateway and donor recognition sign

- Located at the main entry to the festival lawn
- All project donors are recognized at the gateway sign
- Information about the greenbelt and the project





Named Donor Recognition Signage

- Ashley Okland Star Playground
- Polk County Wetland Walk
- Polk County Festival Lawn
- Opus Water Playground
- Food Truck Grove (no sponsor currently)
- Accessible Fishing Pier (no sponsor currently)





Clive
COMMUNITY BUILDING

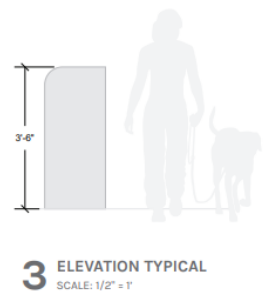
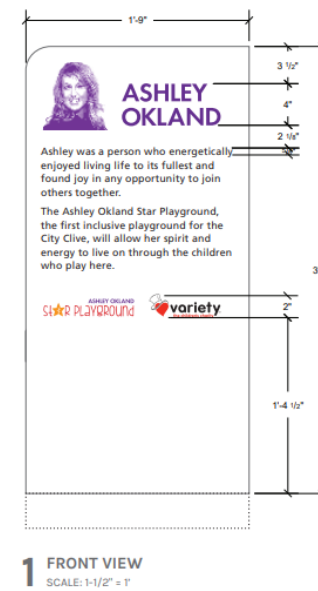
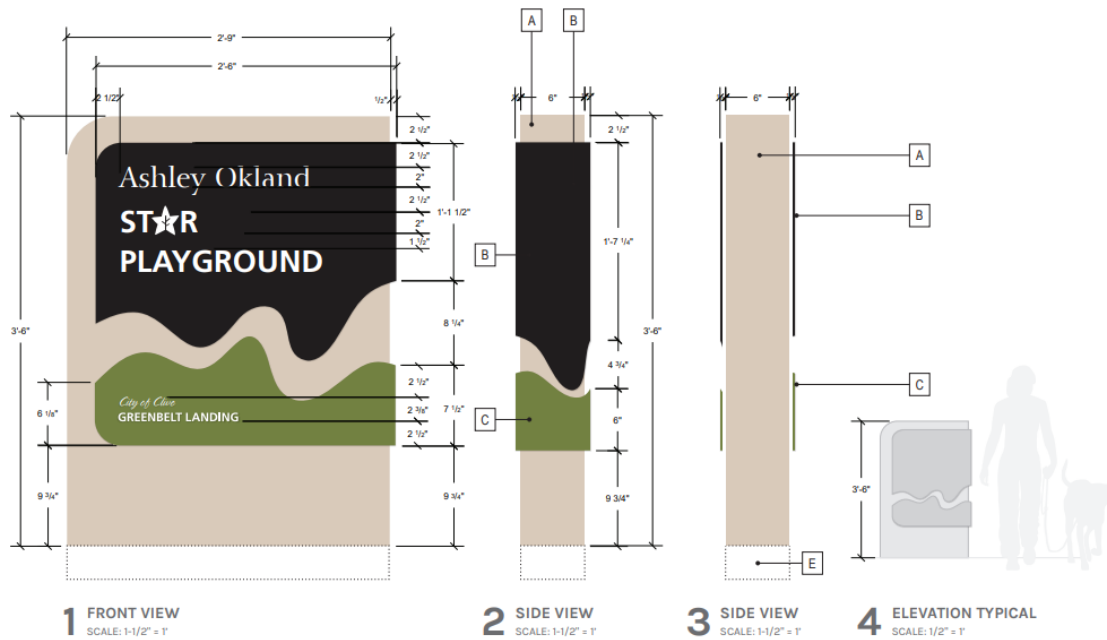
Community Building Signage

Page 10 of 10

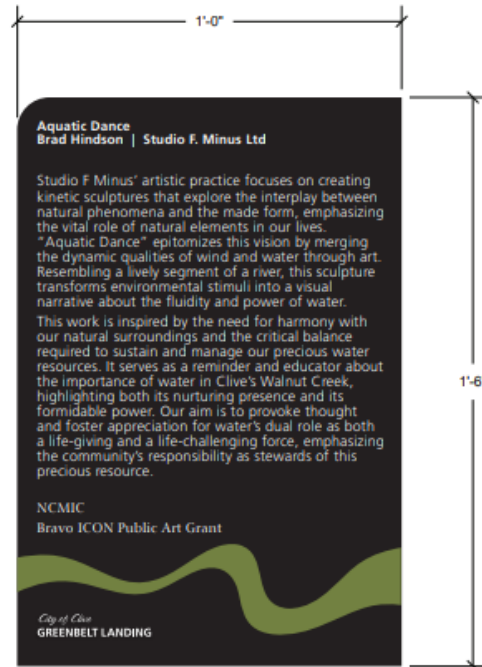
- To be located at the water trail access point
- Asking ICON for the ability to change the colors to match Greenbelt Landing



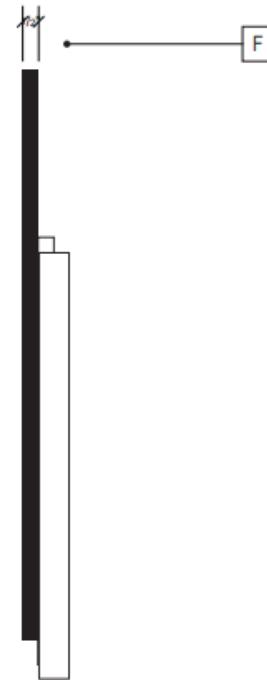
Ashley Okland Star Playground



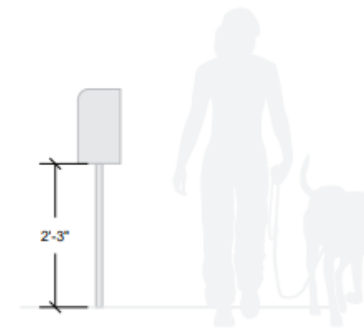
Public Art Signage



1 FRONT VIEW
SCALE: 3" = 1'



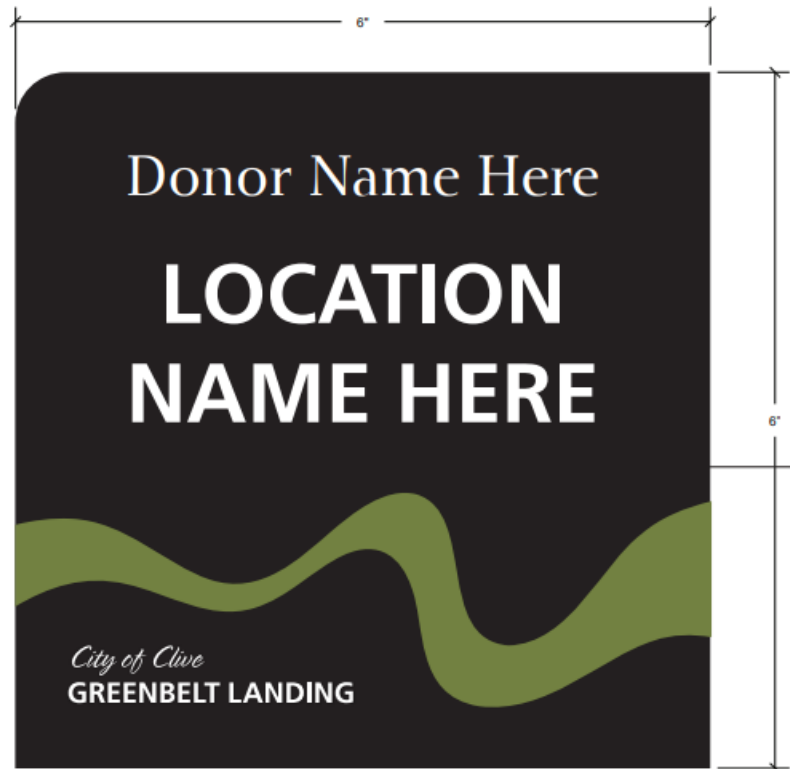
2 SIDE VIEW
SCALE: 3" = 1'



3 ELEVATION TYPICAL
SCALE: 1/2" = 1'

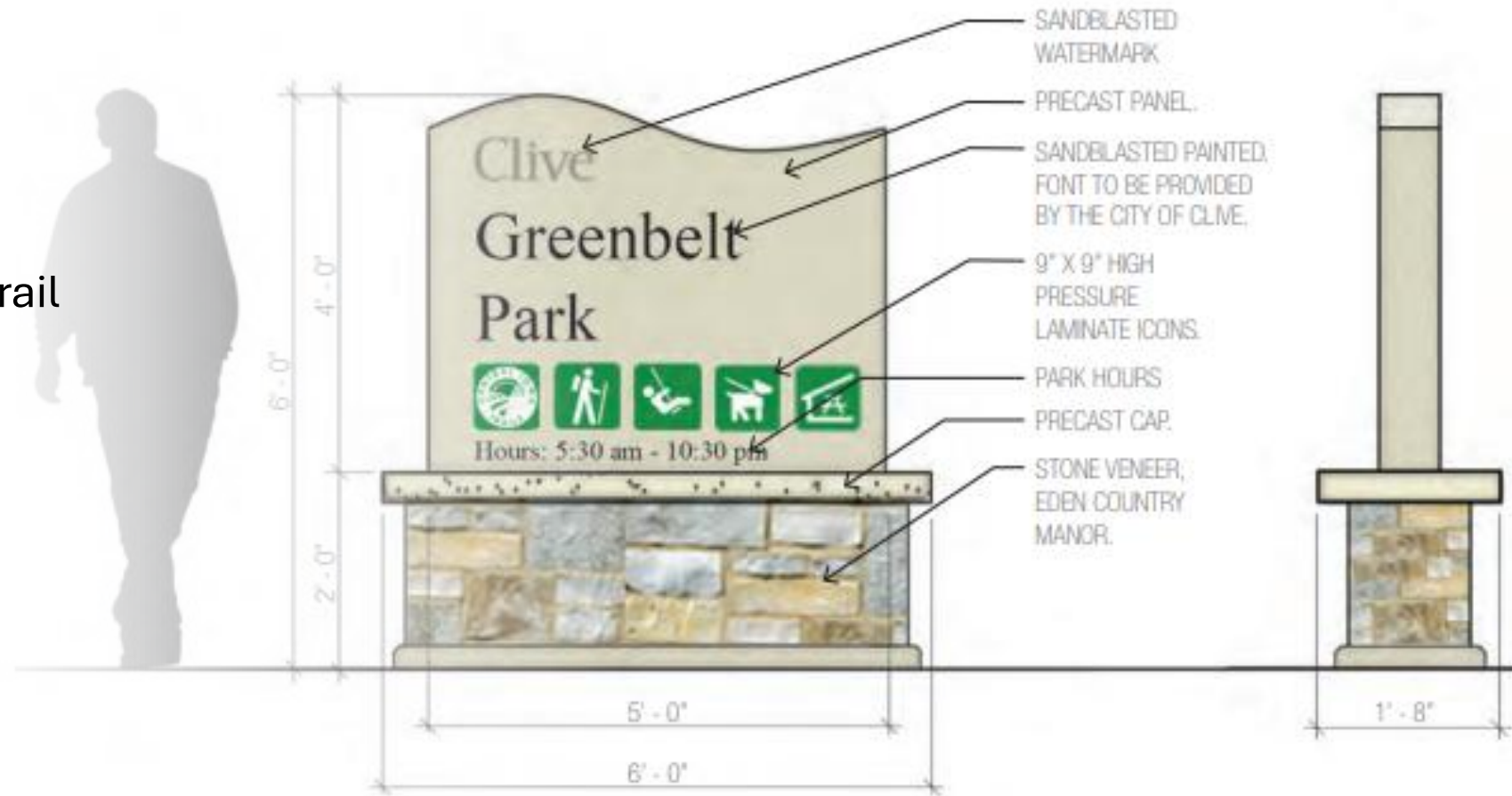
Small Donor Recognition

- Plaques along wetland walk
- Overlooks, fishing access points, porch swings, etc.



Park Entry Sign

- Located along 114th Street
- Consistent with park and trail signage master plan



Signage Timeline

- Bidding – Fall 2025
- Manufacturing – Winter 2025/26
- Installation – Spring 2026



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

RE: State Historical Museum - Thank You Letter

SYNOPSIS:

Attachments:

1. Mayor Edwards Thank You from the State Historical Museum

VALERIE VAN KOOTEN, ADMINISTRATOR

August 2025

John Edwards
Mayor
City of Clive
1900 NW 114th St
Clive, IA 50325

Dear Mayor Edwards,

Thank you for your support of the State Historical Museum of Iowa through the GC25 Bravo Greater Des Moines Operating Support Grant program, which is funded by a portion of the hotel-motel taxes from your city. The State Historical Museum is utilizing these grant funds for the development and delivery of educational programs and resources that reach children, families, educators, school groups and individuals throughout the central Iowa region as well as visitors to the area. In light of many federal grants being canceled and foundations and corporations cutting back on their charitable giving, Bravo's contribution is more important than ever.

The State Historical Museum is continuing to offer diverse programmatic experiences through both in-person and virtual programs so that our programming is available to all who want to participate. A few examples of these offerings include free or low cost in-person programs for ages six and up such as *Goldie's Kids Club programs*, *Goldie's Family Day Camps*, *Junior Curator Day Camps*, *Digging Up the Past Day Camp*, *History Pod-Camp*, *Exhibit Tours*, *Museum Collection tours*, *Goldie's Kids Club programs*, *Young Writers Workshop*, the *National History Day program*, *Student & Youth Field Trips* and much, much more. In addition, the museum's 50,000 square feet of exhibits are open daily for free, self-guided exploration. Meanwhile, a wide variety of free virtual programs are offered, including the *Virtual Classroom Program*, making the State Historical Museum's exhibits and programs accessible to classrooms with live staff-led experiences and educator-led resources; *Iowa History 101*, a biweekly webinar series for adults; and a wide variety of educator resources, including the *Iowa Inquiry Hub*, *Primary Source Sets*, *Read Iowa History*, *Goldie's History Kits* and *Read.Write.Inquire.*, supporting Iowa Core Standards for Social Studies and Literacy.

The State Historical Museum also has a strong focus on accessibility. Acknowledging this work, the museum was recently awarded the Association of Midwest Museums 2025 Groundbreakers Award for our commitment to accessibility through our collaboration with the Iowa Council for the United Blind and the Iowa Department for the Blind to bring building navigation technology to the museum along with many other accessibility advancements in the building and on the museum website.

We are extremely grateful for the city of Clive's support of the State Historical Museum. As noted above, this funding is particularly critical in light of funding cuts from other sectors, helping the State Historical Museum continue to offer experiences for the community that would not be possible without the benefit of the Bravo Operating Support Grant program. If you or other city representatives would like a tour of the museum and/or collections vault, please let us know as we would be happy to provide it.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Van Kooten".

Valerie Van Kooten
Administrator
State Historical Society of Iowa



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 28, 2025

RE: Public Hearing Notice - Voluntary Severance and Annexation

SYNOPSIS:

Attachments:

1. 20250822123111742

**IN THE MATTER OF THE CITY OF
URBANDALE
VOLUNTARY SEVERANCE FROM THE CITY
OF GRIMES AND ANNEXATION INTO
URBANDALE WITHIN THE URBANIZED AREA
OF THE CITY OF GRIMES**

NOTICE OF PUBLIC HEARING

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Ms. Maria Brownell	Ahlers & Cooney, PC	100 Court Avenue, Suite 600	Des Moines	IA	50309
Ms. Nicole Lundes	City of Urbandale	3600 - 86th Street	Urbandale	IA	50322
Mr. David Jones	City of Urbandale	3600 - 86th Street	Urbandale	IA	50322
City Council	City of Urbandale	3600 - 86th Street	Urbandale	IA	50322
District Transportation Planner	Iowa Department of Transportation	1020 S Fourth Street	Ames	IA	50010
Polk County Attorney		222 Fifth Avenue	Des Moines	IA	50309
Polk County Auditor		111 Court Avenue Room 230	Des Moines	IA	50309
Polk County Board of Supervisors		111 Court Avenue Room 300	Des Moines	IA	50309
Polk County Recorder		111 Court Avenue Room 245	Des Moines	IA	50309
Urbandale Water Utility		3720 - 86th Street	Urbandale	IA	50322
City Council	City of Grimes	101 NE Harvey Street	Grimes	IA	50111
Des Moines Area Metropolitan Planning Organization		420 Watson Powell Jr Way #200	Des Moines	IA	50309
Aureon		7760 Office Plaza Drive S	West Des Moines	IA	50266
Urbandale Sanitary Sewer District		6701 Westown Parkway, Suite 101	West Des Moines	IA	50266
Black Hills Energy		505 - 5th Avenue	Des Moines	IA	50309
CenturyLink		400 E Court Avenue	Des Moines	IA	50309
Metro Fibernet LLC		505 - 5th Avenue	Des Moines	IA	50309
Windstream Communications		400 East Court Avenue, Suite 110	Des Moines	IA	50309
NexGen Communications		505 - 5th Avenue, Suite 729	Des Moines	IA	50309
City Council of Clive	City of Clive	1900 NW114th Street	Clive	IA	50325
Mediacom		400 E Court Avenue	Des Moines	IA	50309

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa on the 18th day of August, 2025.

Local Delivery
Honorable Brenna Bird, Iowa Attorney General

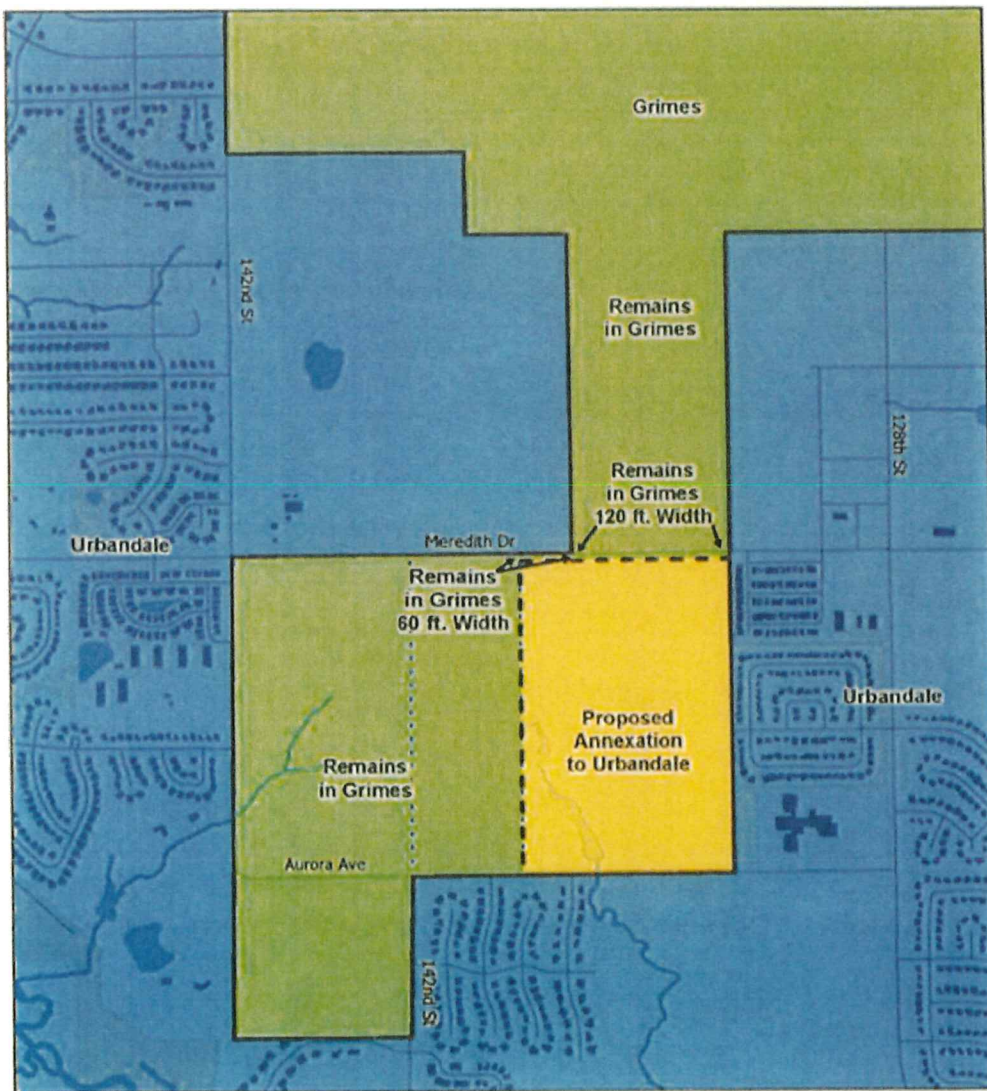

Jessica Drake, Manager
City Development Board

**LEGAL DESCRIPTION OF TERRITORY PROPOSED TO BE ANNEXED
TO THE CITY OF URBANDALE, IOWA
CDB CASE NO. S/UA25-20**

Parcels 2023-188 and 2023-189 of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 5, 2023, and recorded in Book 19668 at Page 700, being part of the West Half of the Northeast Quarter of Section 19, Township 79, Range 25 West of the 5th PM in Polk County, Iowa.

AND

Parcels 2023-187 and 2023-190 of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 5, 2023 and recorded in Book 19668 at Page 700, being a part of the Northwest Quarter and a part of the Northwest Quarter in Section 19, Township 79, Range 25 West of the 5th PM in Polk County, Iowa.



Proposed Annexation Boundaries



City of Urbandale, Iowa
3000 89th Street
Phone Number: (515) 278-3900
Fax Number: (515) 331-6755

Legend

 Current Market Boundaries

 Proposed Market Boundaries

0 100 200

Feet

Proposed formation from

-  Lithology
-  Gravel
-  Proposed formation to Lithology

1 inch equals 1,000 ft



THE CITY KNOWLEDGE
To the best of our knowledge, the information contained in this report is accurate as of the date of publication. However, the City assumes no liability for the accuracy of the information.

Date Printed: 3/10/2025 2:15 PM

