



CLIVE CITY COUNCIL
AGENDA, REGULAR MEETING
1900 NW 114th Street
August 8, 2024 6:00 PM

This meeting will be conducted in-person in the City Council Chambers and virtually via Zoom platform. To participate virtually use the following link: <https://us06web.zoom.us/j/81787049126> - Call-in number: (312) 626-6799 - Meeting ID: 817 8704 9126

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Consent Items

1. City Manager Memo
2. Minutes
3. Bill List
4. Approve New Retail Alcohol License (New Ownership) - Aura Restaurant and Lounge - 12851 University Avenue, Suite 400
5. Approve Retail Alcohol License Renewal - Cracker Barrel 144 - 11701 University Avenue
6. Approve Retail Alcohol License Renewal - Rookies Sports Bar - 2180 NW 156th Street, Suite 107, 108, 109
7. Resolution Approving Temporary Street Closing - Block Party - Lincoln Avenue at 123rd Street and 124th Street at Lincoln Avenue - Saturday, August 31, 2024 - 4:00 p.m. - 11:00 p.m.
8. Resolution Approving Temporary Street Closing - Block Party - Portions of Sunset Terrace - Saturday, August 31, 2024 - 1:00 p.m. - 10:00 p.m.
9. Resolution Approving Temporary Street Closing - Block Party - NW 155th Court - Saturday, August 24, 2024 - 5:00 p.m. - 11:00 p.m.
10. Resolution Approving Temporary Street Closing - Block Party - NW 183rd Street and NW Valleyview Drive - Friday, September 13, 2024 - 5:00 p.m. - 11:00 p.m.
11. Approve Pay Request #2 - J&K Contracting - NW Alderleaf Drive Water Connection - \$2,067.90

12. Approve Pay Request #2 - Des Moines Asphalt and Paving - 2024 Residential HMA Pavement Rehabilitation Project - \$263,247.65
13. Approve Pay Request #2 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$455,353.50
14. Approve Pay Request #4 - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - \$60,418.10
15. Approve Pay Request #4 - Mainline Construction - NW 99th Court Reconstruction - \$265,092.13
16. Approve Pay Request #4 - Alliance Construction Group - NW 114th Street Reconstruction - \$114,289.69
17. Approve Pay Request #7 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 Design - \$81,010.36
18. Approve Pay Request #8 - Smithgroup - Linnan Redesign Project - \$15,619.60
19. Approve Pay Request #9 - Smithgroup - Linnan Redesign Project - \$7,809.80
20. Resolution Approving Additional Payment for the Emerald Isle Drive Public Improvements Related to Iowa Trust and Savings Bank Plat 1
21. Resolution Accepting Rio Valley Water Main Replacement Phase 2 Project
22. Resolution Approving Cybersecurity Incident Response Plan Updates
23. Resolution Approving a Preconstruction Agreement for the I35/80 & Hickman Project
24. Resolution Accepting 1st Amendment to Storm Sewer Easement for Karp Plaza Plat 1, Lot 7 - 10944 Hickory Drive
25. Resolution Accepting 1st Amendment to Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement for Deer Ridge West Plat 3, Lot 69 - 15037 Buena Vista DR
26. Resolution Approving the Suspension of Civil Service Commission Practices
27. Approve Pay Rate - Brian Kempnich - Police Sergeant - \$46.28/Hr - Effective 08/09/2024
28. Approve Pay Rate - Conner Seymour - PT Firefighter/EMT - \$18.16/Hr - Effective 08/09/2026
29. Approve Pay Rate - Cole Patava - PT Firefighter/EMT - \$18.16/Hr - Effective 08/09/2024
30. Approve Pay Rate - Gabriel Bolanos - PT Firefighter/EMT - \$18.16/Hr - Effective 08/09/2024
31. Approve Pay Rate - Nathan Schiltz - PT Firefighter/EMT - \$18.16/Hr - Effective 08/09/2026

Oath of Office

1. Swearing in - Oath of Office and Oath of Honor
 - a. Jermaine Allen
 - b. Shane Piteo

2. Promotion - Oath of Office Sgt. Brian Kempnich

Presentation

1. GIS Process Improvement Presentation

Action Items

1. Approve Retail Alcohol License Renewal - European Flavors - 1150 73rd Street
2. Resolution Approving Amendment to the Clive Stormwater Management Manual
3. Resolution Authorizing Charging and Fueling Infrastructure Regional Grant Application

Discussion

1. Clive Communications Performance and Future Opportunities

Correspondence

Reports

Adjournment

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: August 5, 2024

Re: General Information Memo – August 8, 2024 City Council Meeting

The August 8, 2024, City Council meeting will be in-person & virtually:

<https://us06web.zoom.us/j/81787049126>

Consent Agenda – A few items to note on the consent agenda. First, staff is ready to present the preconstruction agreement for the Hickman/Interstate 35/80 interchange project in partnership with the Iowa DOT and the City of Urbandale. With approximately \$10 million of the \$120 million project supporting City-requested improvements (bike/pedestrian, aesthetics, stormwater management) the agreement outlines the funding split between the DOT and the two cities. The agreement considers grant funding already secured and results in approximately \$3 million in funding needed from the City of Clive at the end of the project, with payment spread out over three years. This number could be reduced as the cities continue to look for additional grant funding for the City Enhancement elements of the project.

Second, passed during this previous legislative session, SF2205 provides the City more flexibility in civil service hiring for police officers. The City would like to take advantage of this flexibility to allow for more timely recruitment efforts during the current police officer hiring process, especially for candidates who are already certified police officers. Staff have drafted a resolution for your approval to provide this flexibility. Finally, the Fire Department recently completed a part-time hiring process and has several new hires for wage rate approval. Also, staff are ready for Council wage rate approval for two promotions, one for the Police Department and the second for the Public Works Department anticipating a retirement in October.

Oath of Office/Presentation – At the beginning we will have a swearing-in ceremony for the Clive Police Department's most recent Police Officer hires, Jermaine Allen and Shane Piteo, and for the promotion of Brian Kempnich to fill a vacant Police Sergeant role, completing the transition of the Police Command staff from the previous Council meeting. Following the oaths of office, Senior GIS Analyst Corey Phillips from the Technology Services team will present their 2024 process improvement project.

Liquor License/European Flavors – Tabled from the July 25th City Council meeting, consideration to renew the liquor license for European Flavors by applicant Alexsandr Litvak is scheduled for this meeting. As mentioned previously, Alexsandr has resolved the fire code issues at European Flavors, however he refuses to pay for the reinspection fees that were charged to him for the numerous visits Fire Marshal Boyle to the business as he was resolving his fire code violations and has a pending bootlegging charge for selling alcohol without a license. As discussed during the July 25 meeting, we are awaiting decisions from Alexsandr on the pending bootlegging charge and whether he wishes to use an existing utility bill credit to

pay his fees. Alexandr's attorney has been in contact with the City's legal counsel, however final resolution of the bootlegging charge or fee payment had not been determined by the writing of this memo.

Clive Stormwater Management Manual Amendment – Due to the passage of SF455 during the previous State of Iowa legislative session, staff is recommending the City include a brief sentence in the manual noting the new state law regarding stormwater management, while a larger scale amendment to the manual is being researched, developed and recommended to the City Council for consideration later this year.

EV Chargers Grant Application – In collaboration with a regional grant application being made by the Des Moines MPO, staff would like support to seek future grant funding for installation of public electric vehicle chargers for both the Greenbelt Landing and City Hall/Library parking lots. Both the Greenbelt Landing project and future City Hall/Library remodel project will include the ability to support these types of chargers in the public parking lots and the hope is secure grant funds through this regional effort to support purchase and installation of the EV chargers.

Discussion Item – Assistant City Manager Pete De Kock and Communications Specialist Molly Elder will present a recap of communication activities for the first half of 2024 and discuss the next steps staff is focused on for Clive communications, including the adoption of a more formal communications policy.

Tentative Upcoming Agenda Items

August 22

- Public Hearing: Greenbelt Landing Construction Bids
- Action – Greenbelt Landing Public Art Commission Contract

September 12

- Action – Approve Strategic Plan Update



CLIVE CITY COUNCIL MEETING MINUTES

Regular Session

July 25, 2024

City Hall Council Chambers

Call to Order/Roll Call/Pledge of Allegiance

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members Present: Eric Klein, Michael McCoy, Srikant Mikkilineni, Ted Weaver. Absent: Susan Judkins. Public access was provided in-person at City Hall, and virtually 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

Approve Agenda

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.

Presentation

1. Retirement Recognition - Police Chief Michael Venema and Human Resources Manager RoxAnne Hunerdosse

Consent Items

Srikant Mikkilineni moved approval, seconded by Eric Klein. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.

a. City Manager Memo; b. City Manager Report - June 2024; c. Administrative Services Report - June 2024; d. Assistant City Manager Tech Services Report - June 2024; e. Community Development Report - June 2024; f. Leisure Services Report - June 2024; g. Police Department Report - June 2024; h. Public Works Report - June 2024; i. Treasurer's Report - June 2024; j. Minutes 07/11/2024; k. Bill List; l. Approve Retail Alcohol License Renewal - Flying Moose - 8980 Hickman Road; m. Approve Retail Alcohol License Renewal - Miss Kittys - 8800 Swanson Boulevard; n. Approve Retail Alcohol License Renewal - Pally's Bar and Grill - 1800 NW 86th Street, #33; o. Approve New Retail Alcohol License (New Location) - The Rack Billiard Club - 8801 University Avenue; p. **Resolution 2024-179** Approving Change Order #1 - Mainline Construction - NW 99th Court Reconstruction - \$25,000.00; q. **Resolution 2024-180** Approving Change Order #1 - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - \$98,952.50; r. Approve Pay Request #3 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - \$42,564.64; s. Approve Pay Request #3 - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - \$33,772.50; t. Approve Pay Request #6 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 Design - \$90,560.74; u. Approve Pay Request #9 (retainage release) - Hawkeye Paving Corporation - Hickman Road & NW 161st Street Intersection Improvement Project - \$8,325.90; v. Approve Pay Request #40 - Smithgroup - Greenbelt Landing Project - \$25,300.00; w. Approve Purchase - 3/4" Neptune Water Meters - Ferguson Waterworks - \$52,800.00; x. **Resolution 2024-181** Approving Service Agreement and Statement of Work - RingCentral - Phone System Migration to Cloud Services - \$45,010.80; y. **Resolution 2024-182** Approving TSIP Grant Application for the I 35/80 & US 6 (Hickman Road) Interchange Project; z. **Resolution 2024-183** Accepting Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement over Certain Property Located within Lot 13 Ravenwood Plat 2; aa. **Resolution 2024-184** Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 3, Lot 17 - 17548 Berkshire Parkway; ab. **Resolution 2024-185** Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 9, Lot 22 - 18062 Alpine Drive; ac. **Resolution 2024-186** Accepting 1st Amendment to Surface Water Flowage Easement for Walnut Creek Hills of Clive Plat 3, Lot 9 - 16847 Alpine Court; ad. **Resolution 2024-187** Accepting 1st Amendment to Public Storm Sewer Line Easement for Shadow Creek Plat 3, Lot 17 - 17548 Berkshire Parkway; ae. Receive and File Civil Service List for Police Captain; af. Approve Pay Rate - Rai Tokuhisa - Water Resources Engineer - \$102,243.00/Yr - Effective 07/26/2024; ag. Approve Pay Rate - Damon Herzog - Police Captain - \$131,400.00/Yr - Effective 07/26/2024; ah. Approve Pay Rate - Adam Johnston - Police Lieutenant -

\$106,900.00/Yr - Effective 07/26/2024; ai. Approve Pay Rate - Joe Nielsen - Police Sergeant - \$46.28/Hr - Effective 07/26/2024.

Oath of Office

1. Police Promotions
 - a. Chief Mark Rehberg
 - b. Captain Damon Herzog
 - c. Lieutenant Adam Johnston
 - d. Sergeant Joe Nielsen

Action Items

1. **Public Hearing - 2024 Clive Soil Quality Restoration Program.** Public Hearing Notice published 07/08/2024 in the Des Moines Register. Assistant City Manager Pet De Kock presented the matter to Council and recommended award to the low bidder. Michael McCoy moved to close the public hearing, seconded by Eric Klein. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - a. **Resolution 2024-188 Approving Pans and Specs.** Michael McCoy moved approval, seconded by Eric Klein. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - b. **Receipt of Bids.** Michael McCoy moved to receive bids, seconded by Eric Klein. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - c. **Resolution 2024-189 Awarding Contract.** Michael McCoy moved approval, seconded by Eric Klein. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.
2. **Hickman Road & NW 161st Street Intersection Improvements Project.** Engineering Services Administrator Jim Hagelie presented the matter to Council and recommended approval.
 - a. **Resolution 2024-190 Accepting Work Covering the Hickman Road & NW 161st Street Intersection Improvements Project.** Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - b. **Resolution 2024-191 Adopting Final Assessment Schedule for the Hickman Road & NW 161st Street Intersection Improvements Project and Amending, Confirming and Levying the Assessments.** Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.
3. **Approve Retail Alcohol License Renewal - European Flavors - 1150 73rd Street.** City Clerk Matthew Graham presented the matter to Council and explained that there is a recommendation from the Fire Marshal and Police Chief not to approve this license application due to an outstanding bootlegging charge and outstanding fire reinspection fees. License applicant Alexander Litvak provided further dialogue with Council. The applicant agreed to arrangements made to pay the outstanding fees, to resolve the bootlegging charge, and to wait for Council to consider approval of his application at a future meeting. Ted Weaver moved to table to the August 8, 2024 City Council Meeting, seconded by Srikant Mikkilineni. Roll Call: Ayes: Klein, McCoy, Mikkilineni, Weaver. Motion carried.

Discussion

1. 2024 Clive Resident Survey. Presentation provided by Assistant City Manager Pete De Kock.

Council Member McCoy left the meeting at 7:42 p.m.

2. 2024 State Legislation of Note. Presentation provided by Assistant City Manager Pete De Kock.

Reports

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

The meeting was adjourned at 8:17 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 8, 2024

RE: Approve New Retail Alcohol License (New Ownership) - Aura Restaurant and Lounge - 12851 University Avenue, Suite 400

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Aura Restaurant and Lounge 08_01_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 8, 2024

RE: Approve Retail Alcohol License Renewal - Cracker Barrel 144 - 11701 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Cracker Barrel #144 09_30_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 8, 2024

RE: Approve Retail Alcohol License Renewal - Rookies Sports Bar - 2180
NW 156th Street, Suite 107, 108, 109

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Rookies Sports Bar and Grill 09_01_2024



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Resolution Approving Temporary Street Closing - Block Party - Lincoln Avenue at 123rd Street and 124th Street at Lincoln Avenue - Saturday, August 31, 2024 - 4:00 p.m. - 11:00 p.m.

SYNOPSIS:

Attachments:

1. Morgan Block Party Application
2. Morgan Block Party Resolution



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Resolution Approving Temporary Street Closing - Block Party - Portions of Sunset Terrace - Saturday, August 31, 2024 - 1:00 p.m. - 10:00 p.m.

SYNOPSIS:

Attachments:

1. Dorfman Block Party Resolution
2. Dorfman Block Party Application



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Resolution Approving Temporary Street Closing - Block Party - NW
155th Court - Saturday, August 24, 2024 - 5:00 p.m. - 11:00 p.m.

SYNOPSIS:

Attachments:

1. Vaske Block Party Application
2. Vaske Block Party Resolution



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Resolution Approving Temporary Street Closing - Block Party - NW
183rd Street and NW Valleyview Drive - Friday, September 13, 2024 - 5:00
p.m. - 11:00 p.m.

SYNOPSIS:

Attachments:

1. Uncoastal Social Block Party Application
2. Uncoastal Social Block Party Resolution



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 8, 2024

RE: Approve Pay Request #2 - J&K Contracting - NW Alderleaf Drive Water Connection - \$2,067.90

SYNOPSIS:

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

Pay Estimate #2 - \$2,067.90

A breakdown of the contract status is as follows:

Contract Amount	- \$49,832.00
Paid to Date	- <u>\$47,525.40</u>
Contract Remaining	- \$2,306.60

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

Attachments:

1. Pay Request #2



City of Clive

Payment Invoice

ALDERLEAF WATER CONNECTION

Description	Boring water main under Warrior to connect into Waukee's system.
Payment Number	2
Pay Period	06/30/2024 to 07/27/2024
Approval Date	08/08/2024
Prime Contractor	J&K Contractors IA
Payment Status	Pending
Awarded Project Amount	\$49,832.00
Authorized Amount	\$49,832.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	24-060	CY	12.000	\$11.000	\$132.00
ON-SITE TOPSOIL, 8"					
0090	24-067	AC	0.110	\$16,000.000	\$1,760.00
HYDRAULIC SEEDING TYPE 1					
0100	23-023	LF	110.000	\$2.500	\$275.00
FILTER SOCK					
					Section Total: \$2,167.00
					Project Total: \$2,167.00

Summary

Current Approved Work:	\$2,167.00	Approved Work To Date:	\$50,017.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$99.10	Retainage To Date:	\$2,491.60
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:	\$2,067.90	Payments To Date:	\$47,525.40
Previous Payment:	\$45,457.50	Previous Payments To Date:	\$45,457.50

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



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 8, 2024

RE: Approve Pay Request #2 - Des Moines Asphalt and Paving - 2024
Residential HMA Pavement Rehabilitation Project - \$263,247.65

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 #2 - \$263,247.65

A breakdown of the contract status is as follows:

Contract Amount - \$508,646.30

Paid to Date - \$355,815.65

Contract Remaining - \$152,830.65

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

2024 RESIDENTIAL HMA PAVEMENT REHABILITATION PROJECT

Description	HMA OVERLAY WITH SOME FULL DEPTH PATCHING, INTAKE REPLACEMENT, AND SIDEWALK REPLACEMENT
Payment Number	2
Pay Period	06/30/2024 to 07/27/2024
Approval Date	08/08/2024
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Payment Status	Pending
Awarded Project Amount	\$508,646.30
Authorized Amount	\$508,646.30

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0030	24-003	EACH	14.000	\$475.000	\$6,650.00
CASTING EXTENSION RING					
0070	24-007	MILE	0.600	\$2,170.000	\$1,302.00
CLEANING AND PREPARATION OF BASE					
0080	24-008	TON	557.200	\$134.000	\$74,664.80
HMA PAVEMENT, INTERLAYER					
0090	24-009	TON	1,022.300	\$99.000	\$101,207.70
HMA PAVEMENT, ST SURFACE, 1/2", NO FRICTION					
0100	24-010	LS	1.000	\$575.000	\$575.00
HMA PAVEMENT SAMPLES AND TESTING					
0180	24-018	SY	3,604.000	\$3.500	\$12,614.00
Project Total:					\$277,102.79

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
MILLING (PAVEMENT SCARIFACATION)					
0190	24-019	LS	0.500	\$13,500.000	\$6,750.00
TEMPORARY TRAFFIC CONTROL					
0240	24-024	EACH	14.000	\$200.000	\$2,800.00
SECONDARY SLURRY CONTROL- GRATE INTAKE SEDIMENT FILTER BAG					
0260	24-026	LS	0.500	\$15,000.000	\$7,500.00
MOBILIZATION					
0290	24-029	EACH	6.000	\$475.000	\$2,850.00
CASTING EXTENSION RING					
0320	24-032	MILE	0.200	\$2,170.000	\$434.00
CLEANING AND PREPERATION OF BASE					
0330	24-033	TON	124.490	\$168.010	\$20,915.56
HMA PAVEMENT, INTERLAYER					
0340	24-034	TON	251.970	\$109.000	\$27,464.73
HMA PAVEMENT, ST SURFACE, 1/2", NO FRICTION					
0350	24-035	LS	1.000	\$113.000	\$113.00
HMA PAVEMENT SAMPLES AND TESTING					
0380	24-038	SY	1,096.000	\$4.500	\$4,932.00
MILLING (PAVEMENT SCARIFICTION)					
0390	24-039	LS	0.500	\$6,560.000	\$3,280.00
TEMPORARY TRAFFIC CONTROL					
0440	24-044	EACH	6.000	\$200.000	\$1,200.00
SECONDARY SLURRY CONTROL- GRATE INTAKE SEDIMENT FILTER BAG					
0450	24-045	LS	0.500	\$3,700.000	\$1,850.00
MOBILIZATION					
				Section Total: \$277,102.79	
				Project Total: \$277,102.79	

Summary

Current Approved Work:	\$277,102.79	Approved Work To Date:	\$374,542.79
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$13,855.14	Retainage To Date:	\$18,727.14
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:	\$263,247.65	Payments To Date:	\$355,815.65
Previous Payment:	\$92,568.00	Previous Payments To Date:	\$92,568.00

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



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 8, 2024

RE: Approve Pay Request #2 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$455,353.50

SYNOPSIS:

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

Pay Estimate #2 - \$455,363.50

A breakdown of the contract status is as follows:

Contract Amount - \$985,337.50

Paid to Date - \$507,243.47

Contract Remaining - \$478,094.03

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

2024 Arterial PCC Pavement Rehabilitation Project

Description	Arterial patching on University Ave. and 128th street.
Payment Number	2
Pay Period	06/30/2024 to 07/27/2024
Approval Date	08/08/2024
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$985,337.50
Authorized Amount	\$985,337.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	24-001	SY	2,593.000	\$165.000	\$427,845.00
PATCH, FULL DEPTH REPAIR					
0020	24-002	TON	225.000	\$45.000	\$10,125.00
SUBGRADE REPAIR					
0050	24-005	LS	0.500	\$16,000.000	\$8,000.00
TEMPORARY TRAFFIC CONTROL					
0060	24-006	EACH	14.000	\$415.000	\$5,810.00
FLAGGER					
0070	24-007	LS	0.750	\$25,000.000	\$18,750.00
MOBILIZATION					
0080	24-008	EA	1.000	\$1,250.000	\$1,250.00
Project Total:					\$479,330.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
WATER VALVE ADJUSTMENT					
0090	24-009	LS	0.500	\$6,850.000	\$3,425.00
PRIMARY SLURRY CONTROL					
0190	24-019	LS	0.750	\$5,500.000	\$4,125.00
MOBILIZATION					
					Section Total: \$479,330.00
					Project Total: \$479,330.00

Summary

Current Approved Work:	\$479,330.00	Approved Work To Date:	\$533,940.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$23,966.50	Retainage To Date:	\$26,697.03
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:	\$455,363.50	Payments To Date:	\$507,243.47
Previous Payment:	\$51,879.97	Previous Payments To Date:	\$51,879.97

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Jared Eslinger	Date
Contractor,	Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: August 8, 2024

RE: Approve Pay Request #4 - The Concrete Company - 2024 Residential
PCC Pavement Rehabilitation Project - \$60,418.10

SYNOPSIS:

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

Pay Estimate #4 - \$60,418.10

A breakdown of the contract status is as follows:

Contract Amount - \$690,458.75

Paid to Date - \$620,958.47

Retainage Remaining - \$ 69,500.28

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

2024 RESIDENTIAL PCC PAVEMENT REHABILITATION PROJECT

Description	Residential Patching
Payment Number	4
Pay Period	07/14/2024 to 07/27/2024
Approval Date	08/08/2024
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$591,506.25
Authorized Amount	\$690,458.75

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	24-001	SY	470.100	\$90.000	\$42,309.00
PATCH, FULL DEPTH REPAIR					
0110	24-011	SY	51.500	\$20.000	\$1,030.00
REMOVAL OF SIDEWALK					
0140	24-014	SY	48.400	\$85.000	\$4,114.00
SIDEWALK, PCC, 4"					
0150	24-015	SY	12.200	\$105.000	\$1,281.00
SIDEWALK, PCC, 6"					
0370	24-037	EACH	1.000	\$14,864.000	\$14,864.00
INTAKE, SW-506					
Section Total:					\$63,598.00
Project Total:					\$63,598.00

Summary

Current Approved Work:	\$63,598.00	Approved Work To Date:	\$653,640.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$3,179.90	Retainage To Date:	\$32,682.03
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:	\$60,418.10	Payments To Date:	\$620,958.47
Previous Payment:	\$33,772.50	Previous Payments To Date:	\$560,540.37

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Jared Eslinger	Date
Contractor, The Concrete company	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 8, 2024

RE: Approve Pay Request #4 - Mainline Construction - NW 99th Court
Reconstruction - \$265,092.13

SYNOPSIS:

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

Pay Estimate #4 - \$265,092.13

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,546,703.44
Paid to Date	- <u>\$931,344.60</u>
Contract Remaining	- \$615,358.84

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

Nw 99th Court Reconstruction

Description Total road reconstruction

Payment Number 4

Pay Period 06/30/2024 to 07/27/2024

Approval Date 08/08/2024

Prime Contractor Mainline Construction
PO Box 173
Bondurant, IA 50035

Payment Status Pending

Awarded Project Amount \$1,521,703.44

Authorized Amount \$1,546,703.44

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0020	24-002	CY	300.000	\$37.000	\$11,100.00
OFF-SITE TOPSOIL, 8"					
0080	24-008	LS	0.330	\$10,000.000	\$3,300.00
COMPACTION TESTING					
0090	24-009	LF	336.000	\$60.000	\$20,160.00
SANITARY SEWER 8" PVC TRUSS					
0100	24-010	LF	206.300	\$75.000	\$15,472.50
SANITARY SERVICE, 4"					
0110	24-011	LF	336.000	\$0.010	\$3.36
REMOVE SANITARY SEWER, 8" VCP					
0120	24-012	EA	6.000	\$850.000	\$5,100.00
Project Total:					\$279,044.35

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
SANITARY SEWER CLEANOUT					
0130	24-013	LF	296.000	\$80.000	\$23,680.00
STORM SEWER, 15" RCP					
0150	24-015	LF	318.000	\$10.000	\$3,180.00
REMOVE STORM SEWER, 15" RCP					
0210	24-021	LF	533.000	\$50.000	\$26,650.00
WATERMAIN, TRENCHED 8" PVC					
0220	24-022	LB	340.000	\$8.000	\$2,720.00
FITTING, DUCTILE IRON, MJ					
0230	24-023	EA	7.000	\$830.000	\$5,810.00
WATER SERVICE STUB					
0240	24-024	LF	110.000	\$54.000	\$5,940.00
WATER SERVICE PIPE, 1" COPPER					
0250	24-025	EA	4.000	\$2,300.000	\$9,200.00
VALVE, DI MJ GATE, 8"					
0260	24-026	EA	1.000	\$6,600.000	\$6,600.00
ALTERNATE FIRE HYDRANT ASSEMBLY					
0290	24-029	EA	2.000	\$5,700.000	\$11,400.00
SANITARY MANHOLE, 48" SW-301					
0300	24-030	EA	1.000	\$6,700.000	\$6,700.00
STORM SEWER INTAKE, SW-501					
0310	24-031	EA	0.400	\$10,700.000	\$4,280.00
STORM SEWER INTAKE, SW-503					
0320	24-032	EA	2.000	\$400.000	\$800.00
REMOVE MANHOLE					
0360	24-036	SY	322.500	\$7.000	\$2,257.50
REMOVAL OF DRIVEWAY					
0400	24-040	SY	108.600	\$63.150	\$6,858.09
DRIVEWAY, 6" PCC					
0410	24-041	SY	0.000	\$15.000	\$0.00
Project Total:					\$279,044.35

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
DRIVEWAY, 6" GRANULAR					
0420	24-042	SY	1,500.000	\$9.000	\$13,500.00
PAVEMENT REMOVAL					
0430	24-043	LS	0.330	\$6,850.000	\$2,260.50
TEMPORARY TRAFFIC CONTROL					
0480	24-048	TON	32.200	\$42.000	\$1,352.40
STABILIZED CONSTRUCTION ENTRANCE					
0530	24-053	LS	0.330	\$12,000.000	\$3,960.00
CONSTRUCTION SURVEY					
0540	24-054	LS	0.500	\$118,000.000	\$59,000.00
MOBILIZATION					
0550	24-055	LS	0.330	\$1,000.000	\$330.00
MAINTENANCE OF POSTAL SERVICE					
0560	24-056	LS	0.330	\$1,000.000	\$330.00
MAINTENANCE OF SOLID WASTE COLLECTION					
0580	24-058	EA	14.000	\$150.000	\$2,100.00
MAILBOXES, REMOVE AND REPLACE					
0590	24-100	LS	1.000	\$25,000.000	\$25,000.00
Stage 1 to be completed by 65 days after start date of stage 1					
				Section Total: \$279,044.35	
				Project Total: \$279,044.35	

Summary

Current Approved Work:	\$279,044.35	Approved Work To Date:	\$980,362.74
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$13,952.22	Retainage To Date:	\$49,018.14
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:	\$265,092.13	Payments To Date:	\$931,344.60
Previous Payment:	\$346,110.71	Previous Payments To Date:	\$666,252.47

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



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 8, 2024

RE: Approve Pay Request #4 - Alliance Construction Group - NW 114th Street Reconstruction - \$114,289.69

SYNOPSIS:

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

Pay Estimate #4 - \$114,289.69

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,352,231.28
Paid to Date	- <u>\$282,608.41</u>
Contract Remaining	- \$1,069,622.87

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	4
Pay Period	06/30/2024 to 07/27/2024
Approval Date	08/08/2024
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Payment Status	Pending
Awarded Project Amount	\$1,349,523.50
Authorized Amount	\$1,352,231.28

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0020	24-002	CY	300.000	\$22.000	\$6,600.00
CLASS 10 EXCAVATION					
0030	24-003	SY	1,371.200	\$2.750	\$3,770.80
SUBGRADE PREPARATION					
0040	24-004	TON	51.060	\$330.000	\$16,849.80
SUBGRADE TREATMENT,8% CEMENT					
0050	24-005	SY	1,371.200	\$12.500	\$17,140.00
SUBBASE, MODIFIED, 6"					
0060	24-006	LS	0.330	\$5,200.000	\$1,716.00
COMPACTION TESTING					
0070	24-007	LF	40.000	\$81.000	\$3,240.00
Project Total: \$121,271.60					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
SANITARY SEWER SERVICE STUB, PVC, 6"					
0120	24-012	LF	282.000	\$23.000	\$6,486.00
SUBDRAIN, TYPE 2, PVC, 8"					
0150	24-015	LF	2.000	\$111.000	\$222.00
WATERMAIN, TRENCHED, PVC, 6"					
0170	24-017	LB	160.000	\$16.000	\$2,560.00
FITTING, DUCTILE IRON, MECHANICAL JOINT					
0310	24-031	SY	840.000	\$68.500	\$57,540.00
PCC PAVEMENT, 8", C-SUD					
0380	24-038	SY	19.200	\$60.000	\$1,152.00
TEMPORARY DRIVEWAY, PAVED, HMA, 4"					
0490	24-049	LF	290.000	\$3.000	\$870.00
FILTER SOCK, 12", INSTALLATION					
0550	24-055	EA	9.000	\$50.000	\$450.00
INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL					
0560	24-056	LS	0.200	\$9,000.000	\$1,800.00
CONSTRUCTION SURVEY					
0580	24-058	LS	0.250	\$3,500.000	\$875.00
CONCRETE WASHOUT					
				Section Total: \$121,271.60	
				Project Total: \$121,271.60	

Summary

Current Approved Work:	\$121,271.60	Approved Work To Date:	\$289,947.88
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$918.33	Stockpile Recovery To Date:	\$85,325.08
Current Retainage:	\$6,063.58	Retainage To Date:	\$14,497.39
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:	\$114,289.69	Payments To Date:	\$282,608.41
Previous Payment:	\$24,105.85	Previous Payments To Date:	\$168,318.72

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Nolan Daft

Date

Contractor, Alliance Construction Group

Date



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 8, 2024

RE: Approve Pay Request #7 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 Design - \$81,010.36

SYNOPSIS:

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

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

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

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

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

The Professional Services Agreement (PSA) for Phase 1 includes the final design of Phase 1 plus the conceptual design of Phases 2-4. The design and conceptual design of the future phases will include the roadway, intersection configuration of all intersections, storm sewer, water, sanitary sewer, stormwater management, trails and aesthetics for the entire Alice's Road corridor. In addition, the conceptual design will include the Douglas Parkway corridor from Berkshire Parkway, including the intersection of Berkshire Parkway, to the west corporate limit. The PSA will also include work related to right-of-way and easement acquisition and assistance with finding and obtaining grants to assist with the cost of the project.

The PSA for Phase 1 is divided into 3 divisions. The first division includes the work from NE Horizon Drive in Waukee to just south of Douglas Parkway. Division 1 is split 50/50 with Waukee. Division 2 includes the work for the Douglas Parkway intersection and completion of Douglas Parkway in Clive. This Division will be split 85% Clive and 15% Waukee for billing purposes but will be reconciled when the work

is complete based on the actual percentages attributed to each community. Division 3 is for work related to Phases 3 and 4 and is 100% Clive responsibility.

Staff recommends approval of Pay Request #7 in the amount of \$81,010.36, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Pay Request Summary

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

Division 1 Approved Agreement

Amount	\$ 363,250.00	\$ 363,250.00	\$ 726,500.00
Pay Request			
#1 (02/22/24)	\$ 9,473.02	\$ 9,473.01	\$ 18,946.03
Pay Request			
#2 (03/14/24)	\$ 14,342.25	\$ 14,342.25	\$ 28,684.50
Pay Request			
#3 (04/11/24)	\$ 30,216.96	\$ 30,216.96	\$ 60,433.92
Pay Request			
#4 (05/23/24)	\$ 34,659.86	\$ 34,659.86	\$ 69,319.72
Pay Request			
#5 (06/13/24)	\$ 39,096.13	\$ 39,096.13	\$ 78,192.26
Pay Request			
#6 (07/25/24)	\$ 31,238.24	\$ 31,238.23	\$ 62,476.47
<u>Pay Request</u>			
#7 (08/08/24)	\$ 27,921.81	\$ 27,921.80	\$ 55,843.61
Amount Requested to Date – Division 1	\$ 186,948.27	\$ 186,948.24	
\$ 373,896.51			
Amount paid previously – Division 1	\$ 159,026.46	\$ 159,026.44	
\$ 318,052.90			
Amount due this pay request – Division			
1 \$ 27,921.81	\$ 27,921.80	\$ 55,843.61	
Amount remaining - Division			
1 \$ 176,301.73	\$ 176,301.76	\$ 352,603.49	

Division 2 Approved Agreement

Amount	\$ 292,485.00	\$ 51,615.00	\$ 344,100.00
Pay Request			
#1 (02/22/24)	\$ 13,838.18	\$ 2,442.03	\$ 16,280.21
Pay Request			
#2 (03/14/24)	\$ 6,614.86	\$ 1,167.33	\$ 7,782.19
Pay Request			
#3 (04/11/24)	\$ 10,151.77	\$ 1,791.49	\$ 11,943.26

Pay Request				
#4 (05/23/24)	\$	21,836.50	\$	3,853.50 \$ 25,690.00_
Pay Request				
#5 (06/13/24)	\$	5,536.05	\$	976.95 \$ 6,513.00
Pay Request				
#6 (07/25/24)	\$	4,659.70	\$	822.30 \$ 5,482.00
Pay Request				
#7 (08/08/24)	\$	6,543.30	\$	1,154.70 \$ 7,698.00
Total Requested to Date – Division				
2	\$	69,180.36	\$	12,208.30 \$ 81,388.66
Amount paid previously – Division				
2	\$	62,637.06	\$	11,053.60 \$ 73,690.66
Amount due this pay request – Division				
2	\$	6,543.30	\$	1,154.70 \$ 7,698.00
Amount remaining - Division				
2	\$	223,304.64	\$	39,406.70 \$ 262,711.34

Division 3 Approved Agreement

Amount	\$ 866,400.00	\$	0.00	\$ 866,400.00
Pay Request #1 (02/22/24)		\$	22,529.45	
\$	0.00	\$	22,529.45	
Pay Request #2 (03/14/24)		\$	17,857.06	
\$	0.00	\$	17,857.06	
Pay Request #3 (04/11/24)		\$	33,524.00	
\$	0.00	\$	33,524.00	
Pay Request #4 (05/23/24)		\$	41,203.75	
\$	0.00	\$	41,203.75_	
Pay Request #5 (06/13/24)		\$	20,341.50	
\$	0.00	\$	20,341.50	
Pay Request #6 (07/25/24)		\$	22,602.00	
\$	0.00	\$	22,602.00	
Pay Request #6 (07/25/24)		\$	17,468.75	
\$	0.00	\$	17,468.75	
Total Requested to Date – Division 3		\$	175,526.51	
\$	0.00	\$	175,526.51	
Amount paid previously – Division 3		\$	158,057.76	
\$	0.00	\$	158,057.76	
Amount due this pay request – Division 3		\$	17,468.75	
\$	0.00	\$	17,468.75	
Amount remaining - Division 3		\$	690,873.49	
\$	0.00	\$	690,873.49	

Total Amount Requested to

Date	\$	431,655.14	\$	199,156.54	\$	630,811.68
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Total Amount Paid

Previously	\$	379,721.28	\$	170,080.04	\$	549,801.32
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Total Amount due this pay

request	\$	58,499.94	\$	32,060.53	\$	90,560.47
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Total Amount Remaining on Contract	\$	1,090,479.86	\$	215,708.46	\$	1,306,188.32
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Please feel free to contact me prior to the meeting at 223-6231
or jmay@cityofclive.com if you have any questions or concerns.

Attachments:

1. 08-08-24 - Pay Request #7 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$81,010.36
2. CL - 08-08-24 - Pay Request #7 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$81,010.36



INVOICE FOR PROFESSIONAL SERVICES

July 31, 2024

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

Invoice No: 123.1396.01 - 7

Email jmay@cityofclive.com

Project 123.1396.01 Alice's Road Reconstruction- Phase 1

Professional Services through June 30, 2024

Division 1

(50% Waukee / 50% Clive)

	Hours	Rate	Amount	
Principal Engineer II	.25	252.00	63.00	
Principal Engineer I	43.50	237.00	10,309.50	
Land Surveyor VIII	.75	198.00	148.50	
Engineer VIII	68.50	198.00	13,563.00	
Engineer II	22.50	128.00	2,880.00	
Environmental Scientist I	11.00	115.00	1,265.00	
Lead Technician	74.50	150.00	11,175.00	
Technician VI	1.00	111.00	111.00	
Technician III	46.00	82.00	3,772.00	
Administrative II	.75	77.00	57.75	
Total Services	268.75		43,344.75	
Total Services				43,344.75

Allender Butzke Engineers, Inc.				
6/27/2024	Allender Butzke Engineers, Inc. Geotechnical Exploration	12,400.00		
Total Consultants				12,400.00

Employee Mileage	50.38			
Total Expenses				50.38

Fleet Mileage				48.48
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Billing Limits	Current	Prior	To-Date	
Total Billings	55,843.61	318,052.90	373,896.51	
Limit			726,500.00	
Remaining			352,603.49	
Phase Subtotal				\$55,843.61

Division 2

(15% Waukee / 85% Clive)

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD	Invoice	7
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	Hours	Rate	Amount	
Principal Engineer I	7.00	237.00	1,659.00	
Engineer VIII	30.50	198.00	6,039.00	
Total Services	37.50		7,698.00	
Total Services				7,698.00
Billing Limits	Current	Prior	To-Date	
Total Billings	7,698.00	73,690.66	81,388.66	
Limit			344,100.00	
Remaining			262,711.34	
		Phase Subtotal		\$7,698.00

Division 3

(0% Waukee / 100% Clive)

	Hours	Rate	Amount	
Principal Engineer I	5.50	237.00	1,303.50	
Engineer VIII	23.00	198.00	4,554.00	
Environmental Scientist VII	9.50	187.00	1,776.50	
Archaeologist V	27.25	166.00	4,523.50	
Environmental Scientist I	28.25	115.00	3,248.75	
Technician I	31.25	66.00	2,062.50	
Total Services	124.75		17,468.75	
Total Services				17,468.75
Billing Limits	Current	Prior	To-Date	
Total Billings	17,468.75	158,057.76	175,526.51	
Limit			866,400.00	
Remaining			690,873.49	
		Phase Subtotal		\$17,468.75

Amount Due this Invoice \$81,010.36

Outstanding Invoices

Number	Date	Balance	
OVERPAY	7/30/2024	-.27	
Total		-.27	
	Total Now Due		\$81,010.09

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Gabriel Nelson

July 30, 2024

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

RE: INVOICE NO. 7
ALICE'S ROAD RECONSTRUCTION – PHASE 1
NE HORIZON DRIVE TO MEREDITH DRIVE
PROJECT #123.1396

Dear Jeff:

The attached invoice covers work on the project through June 30, 2024.

During this period, we conducted a public information meeting for the phase 1 project. The bulk of our work effort this period was preparing for the public information meeting, then updating the Phase 1 design for the selected alternative. The current direction for the phase 1 project is to break the phase 1 project into two City-funded phases. Phase 1A will include a standard intersection at the Horizon Drive intersection and a roundabout at Boston Parkway. Phase 1A will end just south of Dellwood Drive. Phase 1B will go through the Dellwood Drive section and stop just south of Douglas Parkway. The intersection treatment for Dellwood Drive is still under consideration.

We continued with alternative development and information gathering for the Phase 2 – 4 project. We are going to begin drafting the purpose and need for the PEL/NEPA study to be able to evaluate alternatives. As we have discussed, we will be transitioning the management of this project to Nate Carhoff in our office. Please contact Nate with any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.



Gabriel A. Nelson, P.E.
Project Manager

Enclosure

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

	Division 1			Division 2			Division 3			Totals		
	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Contract Total	Clive	Waukee
		50%	50%		85%	15%		100%	0%			
Invoice #1	\$18,946.03	9,473.02	9,473.01	16,280.21	13,838.18	2,442.03	22,529.45	22,529.45	-	57,755.69	45,840.65	11,915.04
Invoice #2	28,684.50	14,342.25	14,342.25	7,782.19	6,614.86	1,167.33	17,857.06	17,857.06	-	54,323.75	38,814.17	15,509.58
Invoice #3	60,433.92	30,216.96	30,216.96	11,943.26	10,151.77	1,791.49	33,524.00	33,524.00	-	105,901.18	73,892.73	32,008.45
Invoice #4	69,319.72	34,659.86	34,659.86	25,690.00	21,836.50	3,853.50	41,203.75	41,203.75	-	136,213.47	97,700.11	38,513.36
Invoice #5	78,192.26	39,096.13	39,096.13	6,513.00	5,536.05	976.95	20,341.50	20,341.50	-	105,046.76	64,973.68	40,073.08
Invoice #6	62,476.47	31,238.24	31,238.23	5,482.00	4,659.70	822.30	22,602.00	22,602.00	-	90,560.47	58,499.94	32,060.53
Invoice #7	55,843.61	27,921.81	27,921.80	7,698.00	6,543.30	1,154.70	17,468.75	17,468.75	-	81,010.36	51,933.86	29,076.50
Total Billed to Date	373,896.51	186,948.27	186,948.24	81,388.66	69,180.36	12,208.30	175,526.51	175,526.51	-	630,811.68	431,655.14	199,156.54
Total Contract	726,500.00	363,250.00	363,250.00	344,100.00	292,485.00	51,615.00	866,400.00	866,400.00	-	1,937,000.00	1,522,135.00	414,865.00

Memo

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

FROM: Jeff May, Public Works Director

DATE: August 8, 2024

RE: Approve Pay Request #7 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$81,010.36



Public Works Department

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

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

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

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

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

The Professional Services Agreement (PSA) for Phase 1 includes the final design of Phase 1 plus the conceptual design of Phases 2-4. The design and conceptual design of the future phases will include the roadway, intersection configuration of all intersections, storm sewer, water, sanitary sewer, stormwater management, trails and aesthetics for the entire Alice’s Road corridor. In addition, the conceptual design will include the Douglas Parkway corridor from Berkshire Parkway, including the intersection of Berkshire Parkway, to the west corporate limit. The PSA will also include work related to right-of-way and easement acquisition and assistance with finding and obtaining grants to assist with the cost of the project.

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

Staff recommends approval of Pay Request #7 in the amount of \$81,010.36, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Pay Request Summary

	<u>Clive</u>	<u>Waukee</u>	<u>Total</u>
Approved Agreement Amount (1/11/24)	\$ 1,522,135.00	\$ 414,865.00	\$ 1,937,000.00
 Division 1 Approved Agreement Amount	 \$ 363,250.00	 \$ 363,250.00	 \$ 726,500.00
Pay Request #1 (02/22/24)	\$ 9,473.02	\$ 9,473.01	\$ 18,946.03
Pay Request #2 (03/14/24)	\$ 14,342.25	\$ 14,342.25	\$ 28,684.50
Pay Request #3 (04/11/24)	\$ 30,216.96	\$ 30,216.96	\$ 60,433.92
Pay Request #4 (05/23/24)	\$ 34,659.86	\$ 34,659.86	\$ 69,319.72
Pay Request #5 (06/13/24)	\$ 39,096.13	\$ 39,096.13	\$ 78,192.26
Pay Request #6 (07/25/24)	\$ 31,238.24	\$ 31,238.23	\$ 62,476.47
<u>Pay Request #7 (08/08/24)</u>	<u>\$ 27,921.81</u>	<u>\$ 27,921.80</u>	<u>\$ 55,843.61</u>
Amount Requested to Date – Division 1	\$ 186,948.27	\$ 186,948.24	\$ 373,896.51
Amount paid previously – Division 1	\$ 159,026.46	\$ 159,026.44	\$ 318,052.90
Amount due this pay request – Division 1	\$ 27,921.81	\$ 27,921.80	\$ 55,843.61
Amount remaining - Division 1	\$ 176,301.73	\$ 176,301.76	\$ 352,603.49
 Division 2 Approved Agreement Amount	 \$ 292,485.00	 \$ 51,615.00	 \$ 344,100.00
Pay Request #1 (02/22/24)	\$ 13,838.18	\$ 2,442.03	\$ 16,280.21
Pay Request #2 (03/14/24)	\$ 6,614.86	\$ 1,167.33	\$ 7,782.19
Pay Request #3 (04/11/24)	\$ 10,151.77	\$ 1,791.49	\$ 11,943.26
Pay Request #4 (05/23/24)	\$ 21,836.50	\$ 3,853.50	\$ 25,690.00
Pay Request #5 (06/13/24)	\$ 5,536.05	\$ 976.95	\$ 6,513.00
Pay Request #6 (07/25/24)	\$ 4,659.70	\$ 822.30	\$ 5,482.00
<u>Pay Request #7 (08/08/24)</u>	<u>\$ 6,543.30</u>	<u>\$ 1,154.70</u>	<u>\$ 7,698.00</u>
Total Requested to Date – Division 2	\$ 69,180.36	\$ 12,208.30	\$ 81,388.66
Amount paid previously – Division 2	\$ 62,637.06	\$ 11,053.60	\$ 73,690.66
Amount due this pay request – Division 2	\$ 6,543.30	\$ 1,154.70	\$ 7,698.00
Amount remaining - Division 2	\$ 223,304.64	\$ 39,406.70	\$ 262,711.34
 Division 3 Approved Agreement Amount	 \$ 866,400.00	 \$ 0.00	 \$ 866,400.00
Pay Request #1 (02/22/24)	\$ 22,529.45	\$ 0.00	\$ 22,529.45

Pay Request #2 (03/14/24)	\$ 17,857.06	\$ 0.00	\$ 17,857.06
Pay Request #3 (04/11/24)	\$ 33,524.00	\$ 0.00	\$ 33,524.00
Pay Request #4 (05/23/24)	\$ 41,203.75	\$ 0.00	\$ 41,203.75
Pay Request #5 (06/13/24)	\$ 20,341.50	\$ 0.00	\$ 20,341.50
Pay Request #6 (07/25/24)	\$ 22,602.00	\$ 0.00	\$ 22,602.00
Pay Request #6 (07/25/24)	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Total Requested to Date – Division 3	\$ 175,526.51	\$ 0.00	\$ 175,526.51
Amount paid previously – Division 3	\$ 158,057.76	\$ 0.00	\$ 158,057.76
Amount due this pay request – Division 3	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Amount remaining - Division 3	\$ 690,873.49	\$ 0.00	\$ 690,873.49
Total Amount Requested to Date	\$ 431,655.14	\$ 199,156.54	\$ 630,811.68
Total Amount Paid Previously	\$ 379,721.28	\$ 170,080.04	\$ 549,801.32
Total Amount due this pay request	\$ 58,499.94	\$ 32,060.53	\$ 90,560.47
Total Amount Remaining on Contract	\$ 1,090,479.86	\$ 215,708.46	\$ 1,306,188.32

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



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: August 8, 2024

RE: Approve Pay Request #8 - Smithgroup - Linnan Redesign Project - \$15,619.60

SYNOPSIS:

Staff is recommending approval of Pay Request #8 to Smithgroup for the Linnan Park project in the amount of \$15,619.60

The initial contract amount was \$390,490.00 with a budget amendment of an additional \$368,150.00 for a total of \$758,640.00.

Pay Request #1: \$27,334.30

Pay Request #2: \$27,334.30

Pay Request #3: \$31,239.20

Pay Request #4: \$31,239.20

Pay Request #5: \$11,714.70

Pay Request #6: \$19,524.50

Pay Request #7: \$31,239.20

Pay Request #8: \$15,619.60

Pay Request #9: \$7,809.80

Total remaining contract amount: \$563,395.00

Attachments:

1. Smithgroup Pay Request Linnan #8

INVOICE

SMITHGROUP

SMITHGROUP, INC

201 Depot Street, Second Floor
Ann Arbor, MI 48104
T 734.662.4457 F 313.442.8395
smithgroup.com

June 18, 2024
Project No: 14880
Invoice No: 0179328

Invoice Total \$15,619.60

Mr. Richard Brown
Leisure Services Director
City of Clive, Iowa
1900 NW 114Th St.
Clive, IA 50325

Professional Services from April 27, 2024 to May 31, 2024

Contract	000	City of Clive Linnan Park Improvements
Fee		
Total Fee	390,490.00	
Percent Complete	50.00	Total Earned 195,245.00
		Previous Fee Billing 179,625.40
		Current Fee Billing 15,619.60
		Total Fee 15,619.60
		Total this Contract \$15,619.60
		Total this Invoice \$15,619.60

Outstanding Invoices

Number	Date	Balance
0174735	11/8/2023	27,334.30
0175503	12/12/2023	27,334.30
0176285	1/23/2024	31,239.20
0176729	2/15/2024	31,239.20
0177627	3/25/2024	11,714.70
0177922	4/15/2024	19,524.50
0178623	5/15/2024	31,239.20
Total		179,625.40

"BE GREEN" - to receive your invoices via e-mail,
please contact Kim at the number above

SmithGroup PM Jacob Blue



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: August 8, 2024

RE: Approve Pay Request #9 - Smithgroup - Linnan Redesign Project - \$7,809.80

SYNOPSIS:

Staff is recommending approval of Pay Request #9 to Smithgroup for the Linnan Park project in the amount of \$555,585.20

The initial contract amount was \$390,490.00 with a budget amendment of an additional \$368,150.00 for a total of \$758,640.00.

Pay Request #1: \$27,334.30

Pay Request #2: \$27,334.30

Pay Request #3: \$31,239.20

Pay Request #4: \$31,239.20

Pay Request #5: \$11,714.70

Pay Request #6: \$19,524.50

Pay Request #7: \$31,239.20

Pay Request #8: \$15,619.60

Pay Request #9: \$7,809.80

Total remaining contract amount: \$555,585.20

Attachments:

1. Smithgroup Pay Request Linnan #9

INVOICE

SMITHGROUP

SMITHGROUP, INC

201 Depot Street, Second Floor
Ann Arbor, MI 48104
T 734.662.4457 F 313.442.8395
smithgroup.com

July 15, 2024
Project No: 14880
Invoice No: 0179969

Invoice Total \$7,809.80

Mr. Richard Brown
Leisure Services Director
City of Clive, Iowa
1900 NW 114Th St.
Clive, IA 50325

Professional Services from June 1, 2024 to June 28, 2024

Contract	000	City of Clive Linnan Park Improvements				
Fee						
Billing Phase	Fee	Percent Complete	Total Earned	Previous Fee Billing	Current Fee Billing	
Original Contract	390,490.00	52.00	203,054.80	195,245.00	7,809.80	
Amendment 2024-0531 (Approved 6/13/24)	368,150.00	0.00	0.00	0.00	0.00	
Total Fee	758,640.00		203,054.80	195,245.00	7,809.80	
Total Fee					7,809.80	
Total this Contract					\$7,809.80	
Total this Invoice					<u>\$7,809.80</u>	

Outstanding Invoices

Number	Date	Balance
0179328	6/18/2024	15,619.60
Total		15,619.60

"BE GREEN" - to receive your invoices via e-mail,
please contact Kim at the number above

SmithGroup PM Jacob Blue

Preparer Information: Amanda Grutzmacher, 1900 NW 114th Street, Clive, Iowa 50325 Phone (515)223-6221
Return to: Matthew Graham, City Clerk, City of Clive, 1900 NW 114th St., Clive, Iowa 50325

RESOLUTION NO. ____

RESOLUTION APPROVING ADDITIONAL PAYMENT FOR THE EMERALD ISLE DRIVE
PUBLIC IMPROVEMENTS RELATED TO IOWA TRUST AND SAVINGS BANK PLAT 1

WHEREAS, approval of the final plat for Iowa Trust and Savings Bank Plat 1 (the “Plat”) has previously been given by resolution of the City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed, and the City and Iowa Trust & Savings Bank (the “Developer”) entered into an Agreement to Complete Public Improvements at Book 2023, Page 15827 of the Dallas County Recorder’s Office for the Plat; and

WHEREAS, the City of Clive approved Resolution 2024-123 Accepting Public Improvements in Iowa Trust and Savings Bank Plat 1 on May 23, 2024, at Book 2024, Page 07618 of the Dallas County Recorder’s Office; and

WHEREAS, Resolution 2024-123 authorized a payment of \$112,966.50 to Iowa Trust and Savings Bank (the “Developer”) for the City’s obligation for the Emerald Isle Drive Public Improvements; and

WHEREAS, the construction project manager inadvertently omitted a portion of the eligible costs for the Emerald Isle Drive Public Improvements when providing documentation for City reimbursement; and

WHEREAS, additional documentation has been provided demonstrating the City owes Developer a total of \$131,784.03 for the costs of the Emerald Isle Drive Public Improvements; and

WHEREAS, the City owes Developer an additional payment of \$18,817.53.

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

1. That the City Clerk is directed to remit payment of \$18,817.53 to Iowa Trust & Savings Bank.
2. This resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED this ____ day of _____, 2024.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



7/1/2024

Billed to:

Iowa Trust and Savings Bank
15591 Hickman Rd.
Clive, IA 50325

Remit To:

Hubbell Construction Services
Attn: Jace Henderson
6900 Westtown Parkway
West Des Moines IA 50266

[illegible]



100 East Grand Ave Suite 350
Des Moines Iowa 50309

Distribution:

Owner X
Contract X

Owner: **Hubbell Construction Services, LLC**
6900 Westown Parkway
West Des Moines, Iowa 50266

Project Title	Iowa Trust and Savings Bank	
S-H Project File Number	11334-2	
Orig. Contract Amount & Date	\$1.00	
Change Order Number	2	
Date	May 23, 2023	

THE CONTRACT IS CHANGED AS FOLLOWS: Add Cost for Paving Emerald Isle Drive.

34	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 1	PCC Paving	L.S.	\$130,560.00	1.000	\$130,560.00
CO 1	Traffic Control-Emerald	L.S.	\$4,560.00	1.000	\$4,560.00
CO 1	Lane Closure-156th	L.S.	\$525.00	21.000	\$11,025.00
CO 1	Pavement Markings-Emerald Isle	L.S.	\$7,990.00	1.000	\$7,990.00
CO 1	Additional Clive Utility Services to North	L.S.	\$29,332.00	1.000	\$29,332.00
CO 1	Topsoil Amendment- ROW	L.S.	\$52.00	192.000	\$9,984.00
CO 1	Seeding- ROW	L.S.	\$800.00	6,800.000	\$3,150.00
TOTAL					\$196,601.00

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$598,698.00
Net Change by previously authorized Change Orders	\$22,213.00
The Contract Sum prior to This Change Order was	\$620,911.00
The Contract Sum will be increased by this Change Order in the amount of	\$196,601.00
The new Contract Sum including this Change Order will be	\$817,512.00
Aggregate Change Order as a percent of Original Contract	36.55%
The Contract Time will be increased/(decreased) by	26 Days
The date of Final Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor:	Owner: Hubbell Construction Services, LLC
McAninch Corporation	
Signature:	Signature:
Name: Daniel Sullivan	Name: Jace Henderson
Title: Project Manager	Title: Project Manager
Date: 5/23/2023	Date:

PROFESSIONAL SERVICES AGREEMENT

PARTIES:

This agreement is made between the following parties:

Client: Hubbell

and

Engineer: Civil Design Advantage, LLC

For services regarding the following project:

Project Name: Iowa Trust and Savings Bank

Location: Clive Iowa

SCOPE:

The ENGINEER agrees to perform the following professional services in connection with the Project:

See attached Exhibit 'A'

COMPENSATION:

The CLIENT agrees to compensate the Engineer for services rendered under this agreement as follows:

See attached Exhibit 'B'

This agreement is subject to the General Conditions attached.

CLIENT

ENGINEER

DATE

July 16, 2022
DATE

GENERAL CONDITIONS

1. Neither the CLIENT nor the ENGINEER shall assign or otherwise transfer their duties under this agreement without the written consent of the other.
2. This written agreement shall govern over any discrepancies or inconsistencies resulting from previous representations of scope or compensation projections.
3. CLIENT represents that CLIENT is the property owner or that CLIENT represents the property owner as an authorized agent related to the scope of this agreement. This agreement constitutes a contractual obligation between CLIENT, property owner, its related entities and ENGINEER.
4. CLIENT shall secure all necessary consents required to complete the Services and will execute any necessary agreements for the ENGINEER to access the site. ENGINEER shall be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precaution for any other parties, including CLIENT, CLIENT'S contractors, subcontractors or other parties present at the site.
5. Services performed by ENGINEER under this agreement are intended to be conducted in substantial conformance to locally accepted industry standards under similar conditions. No other representations, expressed or implied, and no guarantee or warranty is included in this agreement or in any other document or opinion represented by ENGINEER.
6. Construction cost projections provided by ENGINEER are based on ENGINEER's experience. Actual bids, proposals and costs may vary from these projections and ENGINEER does not warrant the accuracy of these projections as ENGINEER has no control over construction practices or market conditions.
7. All drawings, specifications and other work product (including all electronic media) of the PROJECT shall remain the property of the ENGINEER. Any reuse of this product by the CLIENT is at CLIENT's risk unless written permission is granted by ENGINEER. Any reuse of this product shall entitle the ENGINEER to further compensation, as determined by ENGINEER.
8. The CLIENT will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CLIENT and the ENGINEER, their consultants and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's or Subcontractor's negligence in the performance of the work described in the construction contract documents.
9. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, accidents, Government acts or other events beyond the control of the other.
10. CLIENT and ENGINEER have evaluated the risks and rewards associated with this agreement, including the ENGINEER'S fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law, the total aggregate liability of the ENGINEER to the CLIENT and to all contractors and subcontractors on the PROJECT due to any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER'S services or this agreement regardless of cause(s) or the theory of liability, including the ENGINEER's professional negligent acts, errors or omissions shall not exceed the Engineer's total fee of services on the PROJECT, or \$25,000, whichever is less.
11. Any direct project expenses including governmental fees shall be paid directly by the CLIENT. Services not specifically stated in scope shall not be assumed to be included in ENGINEER's responsibilities unless provided in writing by ENGINEER.
12. The ENGINEER may cease work on the project and the CLIENT shall waive any claim against the ENGINEER should CLIENT fail to pay ENGINEER any undisputed claims within 30 days following invoice date. CLIENT shall notify ENGINEER within 10 days of invoice date of any disputed claims in writing. Should this period expire, CLIENT shall have waived its rights to recourse against ENGINEER. Should CLIENT object to all or a portion of the invoice within the 10-day period, CLIENT shall pay the undisputed portion of the invoice and shall work with ENGINEER to resolve the matter within 60 days of written disputed claim. Either party may terminate agreement if a resolution is not achieved within the 60-day period as allowed in the termination portion of the agreement.
13. The ENGINEER or CLIENT may terminate this agreement, after giving 10 days written notice to the other party. The ENGINEER shall be paid, within 10 days, for services provided to the termination date. Should project be remobilized, CLIENT shall also pay the cost of remobilization.
14. Should full compensation of invoice not be provided to ENGINEER by CLIENT within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month from the 30th day unless a written waiver is provided by ENGINEER. The CLIENT is also responsible for legal fees should litigation be required for ENGINEER to obtain compensation from CLIENT.
15. ENGINEER may, without notice, file a Lien against CLIENT's property or current property owner, should CLIENT fail to abide by the payment terms of this agreement. The Lien will include interest terms previously noted and CLIENT shall also be responsible for associated legal and administrative fees. Should Lien Waivers be requested by CLIENT, the waivers shall only waive the ENGINEER's ability to Lien for the compensation amount paid by CLIENT and no other warranties or conditions shall apply.
16. ENGINEER is not responsible for the monitoring, implementing or updating of the Storm Water Pollution Prevention Plan. It is the CLIENT's sole responsibility to abide by the US Environmental Protection Agency, Iowa Department of Natural Resources or other permitting authorities rules and regulations.
17. Hourly services shall be billed for personnel time, materials and mileage in accordance with the current Standard Fee Schedule. The Standard Fee Schedule will be updated yearly and shall take effect on the first billing period of each year unless other arrangements are made in writing. Lump Sum Fee services are valid for 60 days from contract date to initiate contract and are valid for one year from contract date once contract is initiated.
18. CLIENT agrees that execution of this Professional Service Agreement (PSA) is a material element of the consideration ENGINEER requires to execute the Services, and if Services are initiated by ENGINEER prior to execution of this PSA as an accommodation for CLIENT at CLIENT'S request, (whether verbal, written, electronic or other) both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this PSA. In the event CLIENT uses a purchase order or other form to administer this PSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.
19. ENGINEER and CLIENT shall defend, indemnify and hold harmless the other, their agents, and employees, from and against all legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and CLIENT, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of ENGINEER'S services of this PSA regardless of cause(s) or theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of ENGINEER'S substantial completion of services on the project.
20. Neither party shall be liable to the other for loss of profits or revenue, loss of use or opportunity, loss of good will, cost of substitute facilities, goods or services, cost of capital or for any special, consequential, indirect, punitive or exemplary damages.
21. If topographic survey services are included within the scope of services of this agreement, ENGINEER shall utilize Iowa One-Call for locating of public utilities which typically results in map location of utilities (no locates in the field). If CLIENT wishes something other than map locates, CLIENT shall employ a utility locating service to provide field locates for the ENGINEER. CLIENT shall provide the location and/or arrange for the marking of private utilities and subterranean structures. ENGINEER shall take reasonable care to acquire the location of known utilities and subterranean structures. ENGINEER shall not be responsible for damage or injury to subterranean structures or utilities that are not called to ENGINEER'S attention, are incorrectly marked, including by a utility locate service, or are incorrectly shown on information furnished to ENGINEER.
22. CLIENT agrees that if changes are made during construction without the consultation of the ENGINEER, the CLIENT holds ENGINEER harmless for said changes.

EXHIBIT 'A'

Emerald Isle Dr. Public Improvements
Clive, IA
7/16/2022

PROJECT DESCRIPTION

Emerald Isle Drive improvements adjacent to the north property line of the Iowa Trust & Savings Bank. The City of Clive is requiring offsite public improvements associated with the proposed site development for Iowa Trust and Savings Bank. Currently there is existing 8" sanitary sewer and 8" watermain within the existing Emerald Isle Drive Right of Way. It is assumed that these facilities are in good condition and the scope of services for this project does not include reconstruction of the existing watermain or sanitary sewer. Existing Emerald Isle Drive is a rural section with ditches and does not have existing storm sewer. As there is not an existing storm sewer outfall it is assumed that the proposed Emerald Isle Drive public improvement will only be demolition, grading and paving activities. No utility extensions or relocations are part of the proposed scope of services. Civil Design Advantage (CDA) will provide the following Scope of Services:

SCOPE OF SERVICES

Task 1 - Public Improvement Drawings

CDA shall prepare construction drawings for Emerald Isle Drive. The plans shall show proposed grading, paving and other design details within the construction limits. Plan sheet layout shall generally consist of the following:

- Title Sheet
- Details and Typical Sections
- Tabulations of Project Quantities and General Notes
- Plan and Profile Sheets
- Intersection Spots and Geometrics

CDA shall coordinate with the appropriate Franchise Utility Company on installation of streetlights along the project corridor, if necessary. CDA shall also coordinate with other franchise utility providers along the corridor to inform them of potential existing utility relocations, if necessary. CDA is not responsible for design or relocation of any franchise utilities.

The Iowa Statewide Urban Design and Specifications (SUDAS) technical specifications shall be referenced for all public improvements. CDA assumes that CLIENT will be responsible for any front-end specification development.

EXHIBIT 'A'

The following is a list of services not included in current scope of services or compensation. This list is provided to further define this agreement scope. The list includes, but is not limited to;

- Due Diligence
 - ALTA Survey
 - Phase 1 Environmental Site Assessment (ESA)
 - Wetlands Delineation / Mitigation
 - Endangered Species Studies
 - Geotechnical Exploration / Testing / Pavement Thickness Calculations
 - Rezoning
 - Obtaining Signatures and/or Consent from Adjacent Land Owners
 - Annexation / Board of Adjustment Variance Requests
 - Traffic Impact Analysis / Traffic Studies / Traffic Signal Design
 - Right-of-Way Services
 - Due diligence reports / investigations / pro-formas
 - Zoning Compliance Verification of Overall Site
- Entitlement, Design, and Permitting
 - Private Utility Service Locates
 - Tree Survey / Mitigation Calculations
 - Submittal / Permitting Fees
 - Preliminary Plat
 - Final Plat
 - Plat of Survey
 - Acquisition Plat
 - Easement Exhibits
 - Legal Documents
 - Opinions of Probable Construction Cost
 - Iowa Department of Transportation (DOT) Permits
 - US Army Corps of Engineers (USACE) and Iowa Department of Natural Resources (IDNR) Environmental Permitting
 - Changes based on concept plan revisions once CLIENT has issued authorization to proceed with preparation and submission of the official Plan Submittal package to the Jurisdiction Having Authority (this excludes comments from City/County Staff that require changes through the Plan review process).
 - Specification Preparation – Reference Current Edition of “Iowa Statewide Urban Design and Specifications”
- Bid Phase Services
 - Lighting / Foot-candle Designs / Franchise Utility Designs
 - Existing Utility Capacity Analysis
 - Watermain Sizing
 - Irrigation Plan
 - Landscape Design / Entrance Features / Signage
 - Design of Off-site Improvements of Any Kind
 - Signage Design
 - Structural Design (including retaining walls or other structural elements)
 - Revisions to SWPPP (after Site Plan approval)
 - Regional / Off-site Storm Water Management Studies & Analysis
 - Detention Calculations and Design of Existing Site Conditions to Remain
 - Underground detention design
 - Lift Station, sump pump, septic system or grease interceptor designs
 - Well Water design
 - LEED certifications or extensive conservation design
 - Parkland Improvement design
 - Autoturn turn-path analysis
 - Individual Residential Lot Site Plans
- Construction Phase Services
 - Construction Staking
 - Construction Administration
 - Construction Observation
 - Shop Drawing Review
 - Pay Application Review
 - Detention Basin Record Drawings / Record Calculations
 - SWPPP Monitoring / SWPPP Plan Updates
 - ALTA Survey Requirements
 - Meetings beyond those identified in the Scope of Services

EXHIBIT 'B'

COMPENSATION

Civil Design Advantage will perform the above Scope of Services for the following proposed fees plus expenses:

<u>TASK</u>	<u>Description</u>	<u>Amount</u>	<u>Terms</u>
1	Public Improvement Drawings	\$ 9200	Lump Sum
2	Public Improvement Record Drawings	\$ 1800	Lump Sum
Construction Services Total		\$ 11000	

*All expenses shall be billed on an actual cost basis (see attached Standard Fee Schedule)

EXHIBIT 'B'

Standard Fee Schedule 2021-2022 Civil Design Advantage, LLC

<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$191 /	hour
Principal / Senior Land Surveyor	\$191 /	hour
Senior Engineer	\$182 /	hour
Engineer 8	\$166 /	hour
Engineer 7	\$155 /	hour
Engineer 6	\$144 /	hour
Engineer 5	\$133 /	hour
Engineer 4	\$122 /	hour
Engineer 3	\$110 /	hour
Engineer 2	\$98 /	hour
Engineer 1	\$87 /	hour
Senior Technician	\$142 /	hour
Technician 8	\$129 /	hour
Technician 7	\$119 /	hour
Technician 6	\$109 /	hour
Technician 5	\$100 /	hour
Technician 4	\$89 /	hour
Technician 3	\$78 /	hour
Technician 2	\$67 /	hour
Technician 1	\$56 /	hour
Senior Project Manager	\$178 /	hour
Project Manager 8	\$165 /	hour
Project Manager 7	\$150 /	hour
Project Manager 6	\$142 /	hour
Project Manager 5	\$134 /	hour
Project Manager 4	\$124 /	hour
Administrative 3	\$89 /	hour
Administrative 2	\$68 /	hour
Administrative 1	\$46 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.50 /	sheet
Plots (Color)	\$30 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: August 8, 2024

RE: Resolution Accepting Rio Valley Water Main Replacement Phase 2 Project

SYNOPSIS:

Staff is recommending final acceptance of the public improvements on the above referenced project. Final punch list items have been addressed to the satisfaction of City staff.

A breakdown of the contract status is as follows:

Revised Contract Amount	\$1,474,487.20
Paid to Date	\$1,438,663.84
Retainage Remaining	\$35,823.36

The final retainage amount will be released with 30 days of project acceptance. Please feel free to contact me at 515-223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Resolution - Final Acceptance

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK FOR THE
RIO VALLEY WATER MAIN REPLACEMENT PHASE 2 PROJECT

WHEREAS, the City entered into an agreement in connection with the Rio Valley Water Main Replacement Phase 2 Project (the “Project”); and

WHEREAS, the work has now been completed under the Project; and

WHEREAS, in the judgment of the City Council, the work appears to meet the requirements of the plans and specifications for the Project, and City staff has recommended the acceptance of such Project.

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

The work on the Project is hereby accepted, and except for the remaining retainage to be held by the City for not less than thirty (30) days after acceptance of the Project, the amount due to the contractor is hereby ordered paid from available funds from which payment for the Project may be made.

PASSED AND APPROVED THIS _____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Dennis Harken, Information Technology Manager

DATE: August 8, 2024

RE: Resolution Approving Cybersecurity Incident Response Plan Updates

SYNOPSIS:

The original Cybersecurity Incident Response Plan was a Strategic Planning initiative, for the necessity of an outlined process to deal with cyber threats and various levels of threats. As the city's reliance on technology and data continues to increase, so do cyber risks. The plan itself provides for the prevention, management, reporting, and resolution of cybersecurity incidents. The key to a security event is managing it in a time-effective manner to keep it contained, and to limit the consequences for our customers and other stakeholders. With changes in City department leadership, updates have been made to the Cybersecurity Incident Response Plan contacts. Additional updates were made to Appendix 4: Third Party Vendor List of the Plan to reflect similar changes in our departmental vendor lists. Technology Services staff recommend approval of the resolution to accept the changes in the Cybersecurity Incident Response Plan and Appendix 4: Third Party Vendor List.

Attachments:

1. Resolution-Cybersecurity Plan Updates
2. 01 - UPDATED Cybersecurity Incident Response Plan
3. 05 - UPDATED Appendix 4 - Third Party Vendor List

RESOLUTION NO. _____

RESOLUTION APPROVING CYBERSECURITY INCIDENT RESPONSE PLAN UPDATES

WHEREAS, the City of Clive desires to establish an up-to-date and documented Cybersecurity Incident Response Plan; and

WHEREAS, the City wishes to put in place a proactive and forward-thinking plan for preventing, managing, reporting, and resolving a cybersecurity incident as needed; and

WHEREAS, approval of Cybersecurity Incident Response Plan updates are complete and would serve as the next steps in building the appropriate necessary processes and procedures in place; and

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

That the Cybersecurity Incident Response Plan Updates are hereby approved and adopted.

PASSED AND APPROVED this ____ day of _____, 2024.

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: August 8, 2024

RE: Resolution Approving a Preconstruction Agreement for the I35/80 & Hickman Project

SYNOPSIS:

The Iowa Department of Transportation (DOT) is reconstructing the I35/80 and Hickman Interchange. The project includes the addition of lanes on I35/80, the widening of the bridge over Walnut Creek, the replacement of the bridge over Hickman Road, the construction of a diverging diamond intersection and the reconstruction of the NW 111th and Hickman intersection. As part of the project Clive and Urbandale requested additional improvements that will be included in the project that Clive and Urbandale will have to fund. Those improvements included aesthetic treatments, trails, pedestrian bridges, pedestrian culverts, and stormwater management. In addition, Clive will be responsible for the costs associated with the relocation of a Clive water main. The total cost of the improvements requested by Clive and Urbandale is \$9,658,882.00. Preconstruction Agreement No. 2023-6-117, identifies the responsibilities of each party. The estimated project costs breakdown as follows:

	Urbandale	Clive
Improvements	\$ 4,797,391	\$ 4,861,491
TAP Funds Awarded	\$ (400,000)	\$ (400,000)
STBG Funds Awarded	<u>\$(1,250,000)</u>	<u>\$(1,250,000)</u>
Project Costs	\$ 3,147,391	\$ 3,211,491

Clive's cost for the improvements is \$3,211,491. Clive will pay the DOT three installments of \$1,070,497, with the first being due upon completion of construction and billing by the DOT and the final two installments upon billing one and two years subsequent to the date of the first billing respectively. The final project costs will be adjusted based on the quantities in place, the accepted bid at the contract letting, any change order work related to the requested improvements and any additional grants and/or funding received.

Staff recommends approval of Agreement No. 2023-6-117 with the Iowa Department of Transportation.

Attachments:

1. Resolution - IDOT I35-80 & Hickman Interchange Preconstruction Agreement
2. I35-80 & Hickman Pre-construction Agreement_Clive_FinalV4

RESOLUTION NO. _____

**RESOLUTION APPROVING A PRECONSTRUCTION AGREEMENT NO. 2023-6-117
WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR
SERVICES AND IMPROVEMENTS ASSOCIATED WITH THE RECONSTRUCTION
OF THE I35/80 AND HICKMAN ROAD INTERCHANGE**

WHEREAS, the Iowa Department of Transportation (DOT) desires to reconstruct the I35/80 and Hickman Road interchange; and

WHEREAS, the City of Clive (Clive), The City of Urbandale (Urbandale) and the DOT desire to proceed with the reconstruction of the I35/80 and Hickman interchange (“Project”); and

WHEREAS, Clive and Urbandale have included additional elements in the Project; and

WHEREAS, the Clive, Urbandale and the DOT have agreed to a division of costs associated with the Project; and

WHEREAS, the DOT will pay for and construct the entire project including the elements added by Clive and Urbandale; and

WHEREAS, the Clive will reimburse the DOT for the improvements agreed to related to the design of the additional planning elements; and

WHEREAS, the City of Clive desires to execute an Addendum to Agreement No. 2022-P-019 with the Iowa Department of Transportation entitled “Addendum to Agreement No. 2022-P-019” for Clive’s portion of the additional professional services for the design of the planning elements associated with the design and reconstruction of the I35/80 and Hickman interchange:

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

The Addendum to Agreement No. 2022-P-019 with the Iowa Department of Transportation, as described herein, relating to the additional professional services for the design of additional planning elements associated with the design and reconstruction of the I35/80 and Hickman interchange, is hereby approved by the Clive City Council, and the Mayor is authorized to execute such Addendum on behalf of the City of Clive, and the City Clerk to attest to his signature.

PASSED AND APPROVED this _____ day of _____, 2024.

By: _____

Scott Cirkseña, Mayor

ATTEST:

Matthew Graham, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	Polk
City	Clive
Project No.	IM-080-3(264)124--13-77
	IM-080-3(269)124--13-77
	IM-080-3(274)125--13-77
	IMN-080-3(337)125--0E-77
	IMN-080-3(338)125--0E-77
	IMN-080-3(339)125--0E-77
	IMN-080-3(340)125--0E-77
	IMN-080-3(343)125--0E-77
	IMN-080-3(344)125--0E-77
Iowa DOT	
Agreement No.	2023-6-117
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and the city of Clive, Iowa, a Local Public Agency, hereinafter designated "LPA," in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 80 (I-80) within Polk County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

The DOT and the LPA previously entered into the following agreements for the above referenced project: Agreement No. 2022-P-019 for the U.S. 6/Hickman Road interchange Corridor Visioning and Planning cost share was executed by the LPA and DOT on November 2, 2021 and November 15, 2021 respectively; and Addendum No. 2022-P-019A for cost sharing and contract tasks for the Corridor Visioning and Planning component was executed by the LPA and DOT on January 12, 2023 and February 24, 2023 respectively; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Construction on I-80 from University Avenue to north of Douglas Avenue in Clive and Urbandale. The project provides for the construction of a diverging diamond interchange at U.S. 6 and Hickman Road.

- b. As part of the project, the LPA has requested corridor aesthetic treatments, trails, water main, pedestrian bridges, and pedestrian culverts within the city of Clive all which shall be at no cost to the DOT. (See Exhibit A for location and Exhibit B for costs).
- c. The trail will be incorporated into the project in accordance with the following terms and conditions:

- i. The LPA will maintain the trail surface within the Interstate right-of-way.
 - ii. The LPA will maintain the trail through the culverts.
 - iii. The DOT will maintain the structural integrity of the trail culverts.
 - iv. The DOT will maintain the retaining walls adjacent to U.S. 6, I-35/I-80, and the ramps.
 - v. The LPA will maintain the retaining walls, storm sewer, and culverts adjacent to or under the trail.
 - vi. The LPA will accept all liability for operation of the trail within the Interstate right-of-way.
- d. Traffic signals will be installed with this project. The LPA will own and operate the signals.
- e. The lighting along U.S. 6 and the trail will be incorporated into the project in accordance with the following terms and conditions:
- i. The DOT will install a lighting system including service, conduit, wire, handholes, and luminaires. The LPA shall be responsible for the cost of the lighting.
 - ii. The LPA agrees to accept ownership of and responsibility for all future energy and maintenance costs associated with the roadway and culvert lighting fixtures, including the cable connection to the nearest power source.
- f. The DOT will install underdeck lighting on the I-35/I-80 bridge over U.S. 6.
- i. The DOT will install an underdeck lighting system on the I-35/I-80 bridge over U.S. 6 including service, conduit wire, handholes, and luminaires. The DOT shall be responsible for the cost of the underdeck lighting.
 - ii. The DOT agrees to accept ownership of and responsibility for all future energy costs associated with the underdeck lighting fixtures, including the cable connection to the nearest power source.
 - iii. The LPA agrees to accept maintenance costs associated with the underdeck lighting fixtures, including the cable connection to the nearest power source.
- g. The storm water management features will be incorporated into the project in accordance with the following terms and conditions:
- i. The LPA will maintain the storm water management features.
 - ii. The LPA shall only access the storm water management features from a side road or the interstate ramps.
- h. All storm sewers located along trails and Hickman Road, constructed by the DOT as part of the project, shall become the property of the LPA, which shall be responsible for their maintenance and operations. See Exhibit C for a layout depicting LPA maintained storm sewers. The LPA shall not make any connections to said storm sewers without the prior written approval of the DOT. The LPA shall prevent use of such storm sewers as a sanitary sewer.
- i. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
- i. Aesthetic treatments, trails, and water main.

2. Project Costs

- a. The city of Urbandale, Iowa, a Local Public Agency, hereinafter designated "Urbandale", is responsible for a share of the project costs (see Exhibit B). The LPA was awarded a total of \$800,000 in federal Transportation Alternatives Set-aside (TAP) funds by the DOT to support the construction of bicycle and pedestrian facilities for the LPA and Urbandale as part of the Interstate 35/80 and Hickman Road interchange reconstruction project, which includes construction of a regional trail connection between the Racoon River Valley and the Clive Greenbelt Park and trail system. The LPA was also awarded \$2,500,000 of federal STBG funds by their Metropolitan Planning Organization to

be used towards the project. The LPA has agreed to equally split the value of the TAP and STBG funds awarded to them with Urbandale to be used towards the LPA's and Urbandale's share of the project costs. These funds are available to cover up to 80% of eligible item costs. The LPA and Urbandale are responsible for the minimum 20% required non-federal match costs.

- b. The LPA has requested the DOT to administer the TAP and STBG funds on their behalf as the project sponsor. The DOT will follow all applicable federal statutes and regulations in the administration of these funds.
- c. After applying their share of the TAP and STBG funds, the LPA shall reimburse the DOT for its share of the remaining project costs estimated at \$3,211,491.00, as shown in Exhibit B. LPA reimbursement shall be made in three (3) equal yearly installments of approximately \$1,070,497 each. The first installment shall be due upon completion of construction and billing by the DOT. The final two installments shall be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement shall be determined by the quantities in place, the accepted bid at the contract letting, and any change order work related to the aesthetic treatments, trails, water main, pedestrian bridges, and pedestrian underpasses. Costs for change order work shall be agreed to by the LPA prior to the work being performed.
- d. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. I-80 through-traffic shall be maintained during the construction.
- b. The DOT may temporarily close the highway project area by formal action in accordance with Iowa Code section 306.41. I-80 through-traffic may be detoured off the project for short-term overnight closures. The LPA shall authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices," as necessary to direct traffic to and along said detour route during the construction period. The DOT shall also remove said signs when the detour is discontinued. Details shall be shown on the traffic control sheet(s) within the project plans. A separate detour agreement shall be negotiated, and the LPA shall be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- c. It may be necessary to temporarily close LPA side road(s) during construction. The DOT shall furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures shall be the responsibility of the LPA all at no expense or obligation to the DOT.
- d. Since this project may cause the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) shall cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall also prevent the erection and/or placement of any structure or obstruction on said right of way or any

additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

- b. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way nor any future relocations of or alterations to existing utilities within said right of way shall be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has apprised itself of the value of these lands, and as a condition of their participation in the project, the LPA voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project, any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which shall be under the jurisdiction of the LPA, may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract, the LPA shall receive title from the contract seller and the LPA shall accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding shall be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.
- g. Access rights may be acquired by the DOT along all county secondary road intersections within the project limits. Access rights, if acquired, shall be in the name of the State of Iowa. The acquisition of access rights shall be in accordance with 761 Iowa Administrative Code Chapter 112.5(5). If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District Engineer to do so, with the final decision remaining with the DOT.

5. Construction & Maintenance

- a. The LPA, in cooperation with the DOT, shall take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA shall work together to minimize potential impacts to properties that may occur as a result of the project.
- b. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- c. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- d. New lighting and traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal installations at no cost to the LPA. Lighting installations shall not be constructed as part of the project

unless specifically requested by the LPA. Lighting which is requested by the LPA shall also be paid for entirely by the LPA at no cost to the DOT or project. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and traffic signal units which lie within the corporate boundaries.

- e. Structures built by the DOT over or under a primary road shall be maintained by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses shall be the responsibility of the LPA.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-6-117 as of the date shown opposite its signature below.

CITY OF CLIVE:

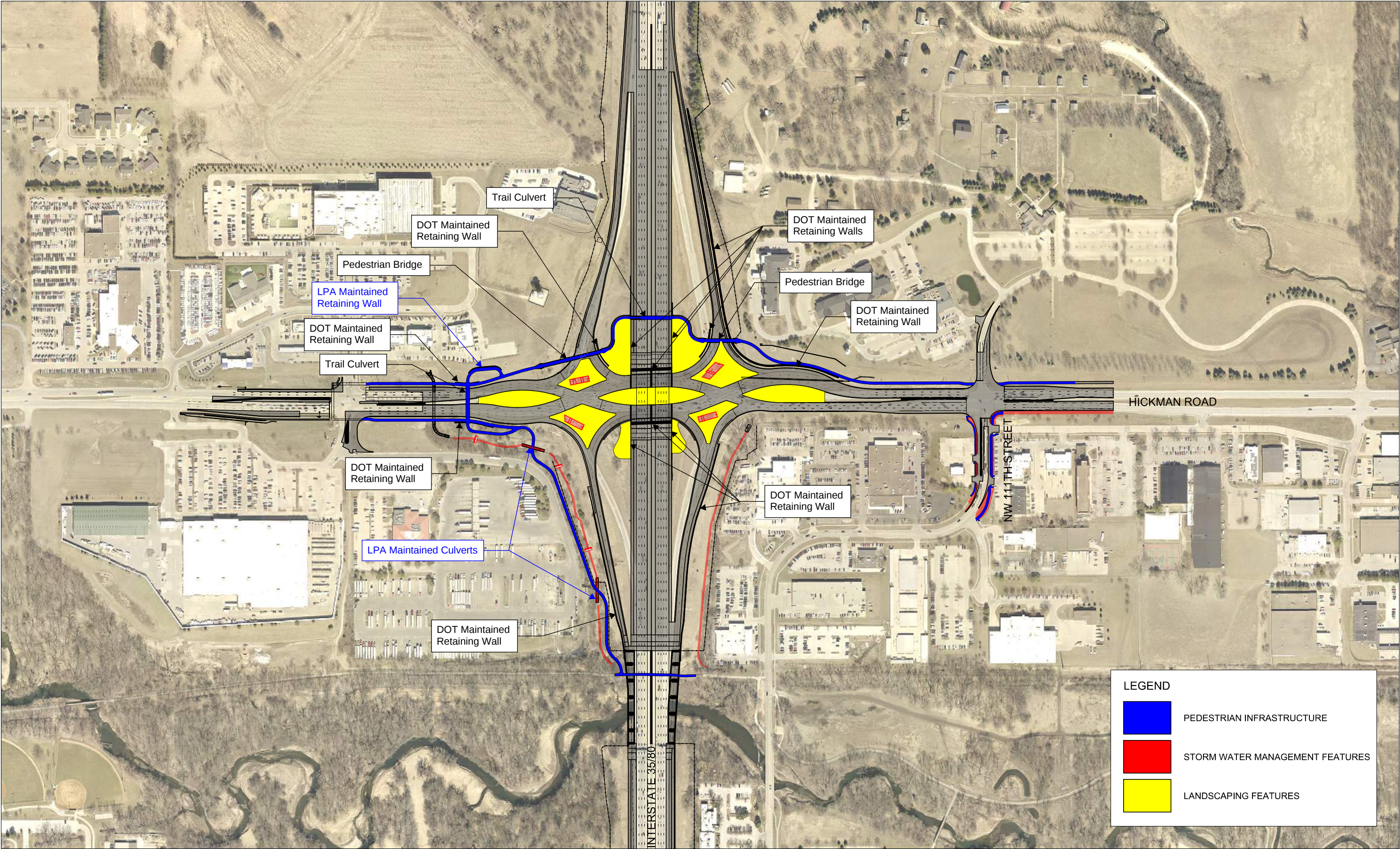
By: _____ Date _____, 20 ____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20 ____.

Signed: _____
City Clerk of Clive, Iowa

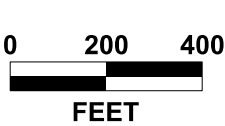
IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20 ____.
Allison Smyth, P.E.
District Engineer
District 1



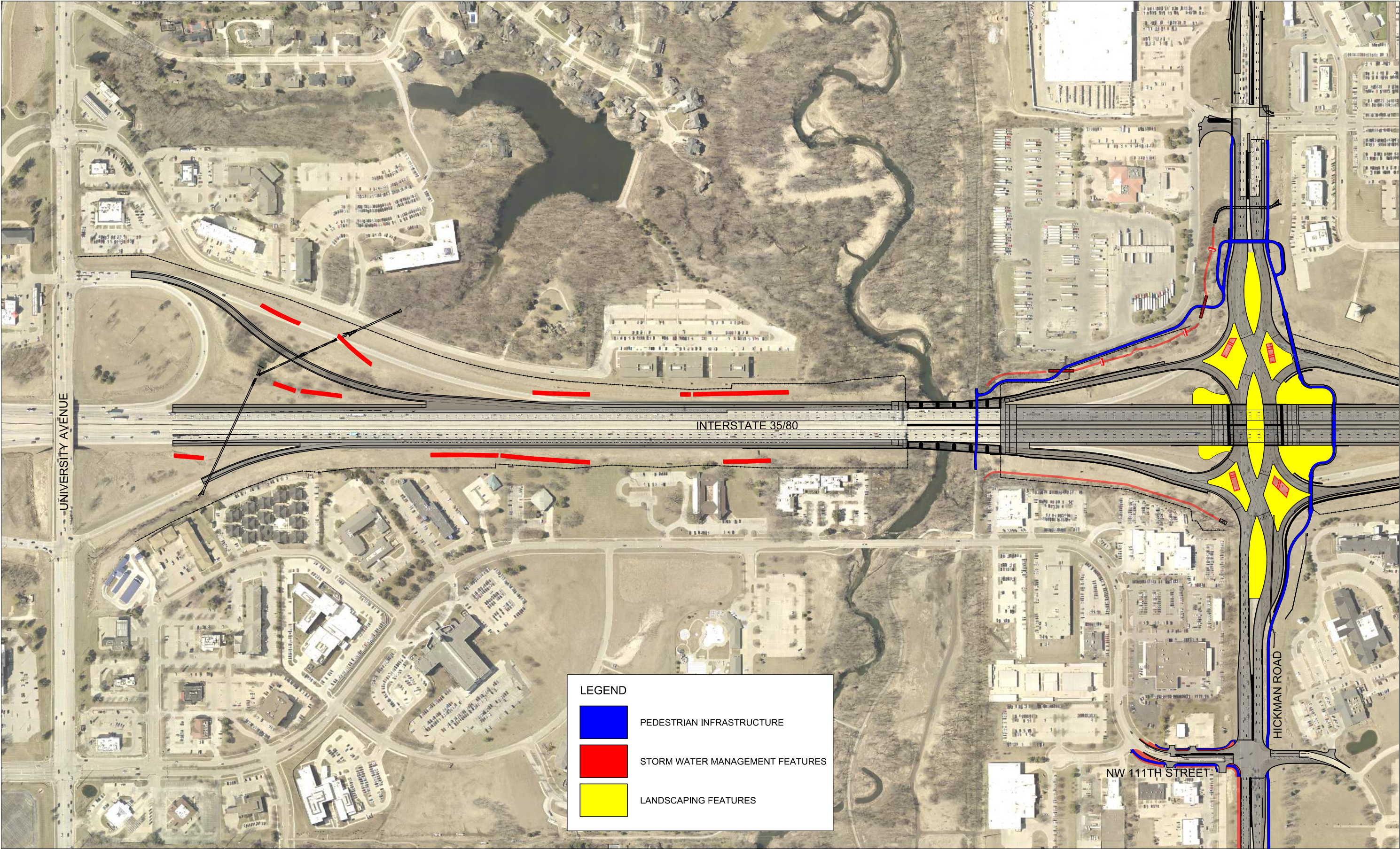
LEGEND

	PEDESTRIAN INFRASTRUCTURE
	STORM WATER MANAGEMENT FEATURES
	LANDSCAPING FEATURES



I-35/I-80/U.S. Highway 6 Interchange
Polk County, Iowa

Project Overview

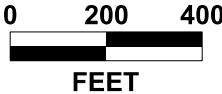


LEGEND

PEDESTRIAN INFRASTRUCTURE

STORM WATER MANAGEMENT FEATURES

LANDSCAPING FEATURES



I-35/I-80/U.S. Highway 6 Interchange
Polk County, Iowa

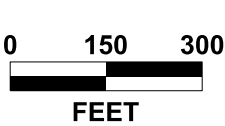
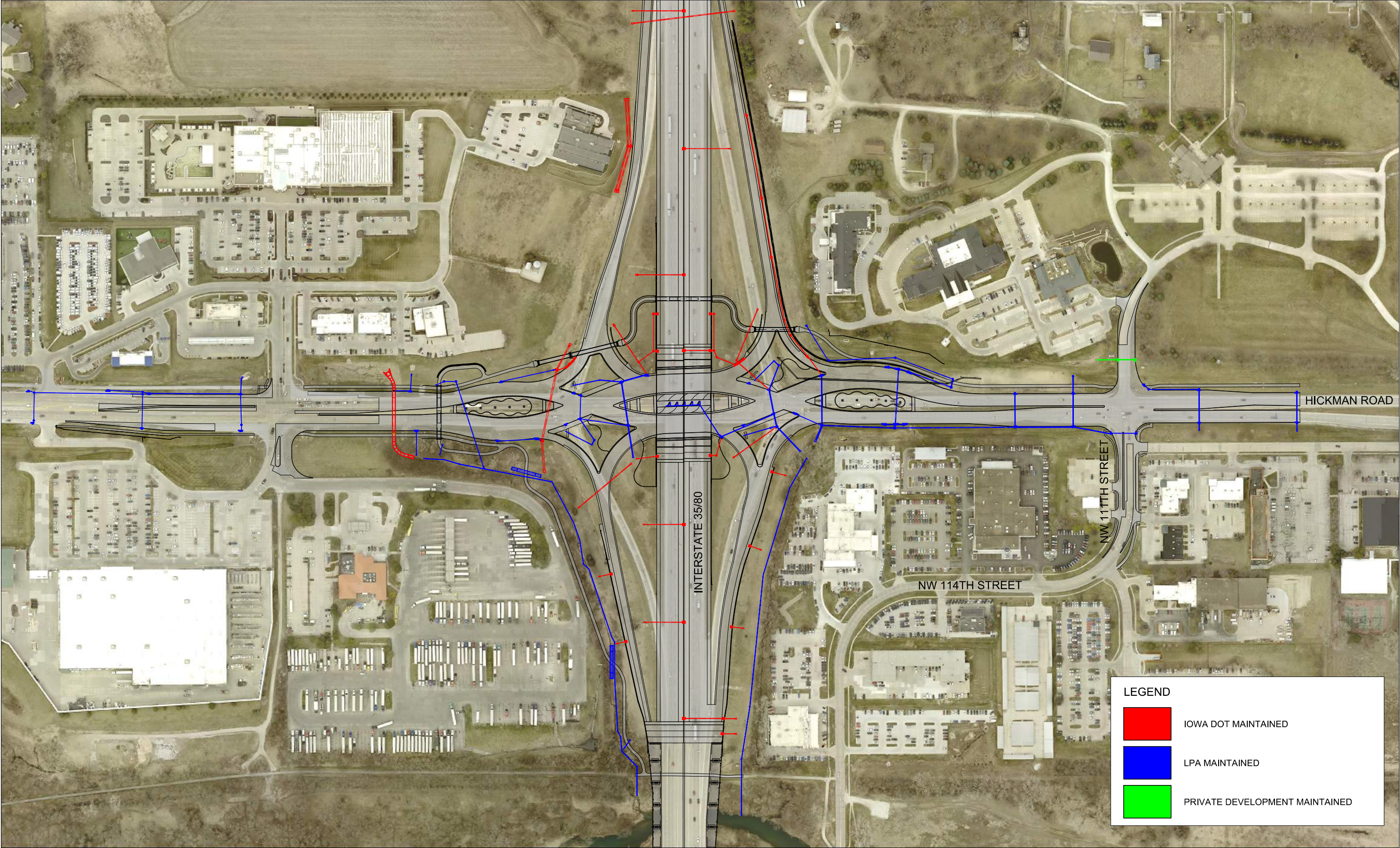
Project Overview



Interstate 35/80 U.S. 6 Interchange
Local Public Agency Design Opinion of Probable Construction Costs
December 2023

PROJECT NUMBER	DESCRIPTION	LOCATION	ITEMS INCLUDED	ESTIMATED COSTS	
				URBANDALE	CLIVE
IM-080-3(264)124--13-77	PCC Pavement - Grade and New	University Ave to N of Douglas Ave in Clive and Urbandale -US 6 / Hickman Rd Interchange (EB/WB)	Trail, Aesthetic Treatments, and Water Main (Clive only)	\$ 1,686,527.50	\$ 1,750,627.50
			Roadway Retaining Wall Aesthetic Treatments (Note 1)	\$ 24,500.00	\$ 24,500.00
IM-080-3(269)124--13-77	PCC Pavement - Grade and New	University Ave to N of Douglas Ave in Clive and Urbandale -US 6 / Hickman Rd Interchange (EB/WB)	Trail and Aesthetic Treatments	\$ 24,900.00	\$ 24,900.00
			Roadway Retaining Wall Aesthetic Treatments (Note 1)	\$ 8,750.00	\$ 8,750.00
IM-080-3(274)125--13-77	PCC Pavement - Grade and New	US 6 / Hickman Rd Interchange in Clive andUrbandale	Trail and Aesthetic Treatments	\$ 1,039,820.00	\$ 1,039,820.00
IMN-080-3(337)125--0E-77	Bridge New - Other	Hickman Rd Interchange - Ramp A (City Pedestrian Bridge)	Ramp A Pedestrian Bridge	\$ 830,705.00	\$ 830,705.00
IMN-080-3(338)125--0E-77	Bridge New - Other	Hickman Rd Interchange - Ramp D (City Pedestrian Bridge)	Ramp A Pedestrian Bridge	\$ 442,385.00	\$ 442,385.00
IMN-080-3(339)125--0E-77	RCB Culvert New - Single Box	N of Hickman Rd (City Pedestrian Underpass)	Hickman Trail Underpass	\$ 159,094.00	\$ 159,094.00
IMN-080-3(340)125--0E-77	RCB Culvert New - Single Box	W of I-35/80 (City Trail)	I-35/80 Trail Underpass	\$ 271,952.50	\$ 271,952.50
IMN-080-3(343)125--0E-77	RCB Culvert New - Single Box	N of Hickman Rd (City Pedestrian Underpass)	Hickman Trail Underpass	\$ 154,128.50	\$ 154,128.50
IMN-080-3(344)125--0E-77	RCB Culvert New - Single Box	W of I-35/80 (City Trail)	I-35/80 Trail Underpass	\$ 154,628.50	\$ 154,628.50
		TAP Funds Already Awarded from Iowa DOT	\$ (400,000.00)	\$ (400,000.00)	
		STBG Funds Already Awarded from MPO	\$ (1,250,000.00)	\$ (1,250,000.00)	
TOTAL:				\$ 3,147,391.00	\$ 3,211,491.00

Note 1: LPA Cost of Roadway MSE Wall Decorative Panels estimated at \$25 per square foot or 25%, whichever is less.



I-35/I-80/U.S. Highway 6 Interchange
Polk County, Iowa

Storm Sewer Maintenance



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: August 8, 2024

RE: Resolution Accepting 1st Amendment to Storm Sewer Easement for Karp Plaza Plat 1, Lot 7 - 10944 Hickory Drive

SYNOPSIS:

The owners of 10944 Hickory DR have requested approval to install a fence within the Storm Sewer Easement on the subject property. The project has been reviewed by city staff which have determined that the installation will not affect the city's ability to maintain the storm sewer within the easement.

The property owners have executed a First Amendment to Storm Sewer Easement and staff is recommending that Council approve the document so that it may 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 Storm Sewer Easement for Karp Plaza Plat 1, Lot 7 - 10944 Hickory DR

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO STORM SEWER EASEMENT FOR
LOT 7 IN KARP PLAZA PLAT 1
10944 HICKORY DR

WHEREAS, the owners of Lot 7 in Karp Plaza Plat 1 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to 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 Storm Sewer Easement.

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

That the First Amendment to Storm Sewer Easement (“First Amendment”) regarding Lot 7, Karp Plaza Plat 1, 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 Polk County Recorder.

PASSED AND APPROVED this 8th day of August, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

FIRST AMENDMENT TO STORM SEWER EASEMENT

This First Amendment to Storm Sewer Easement ("First Amendment") is entered into by and between Ryan Taft and Kristen Taft ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 7 of Karp Plaza Plat 1 (10944 Hickory DR), an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa ("Property").

WHEREAS, Karp Investment Company, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Storm Sewer Easement, dated August 14, 1975 recorded on September 12, 1975, in Book 4547, Page 231, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

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

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

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

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 Owners do 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 29th day of July 2024.

PROPERTY OWNERS



Ryan Taft



Kristen Taft

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of July 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Taft 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 May 28, 2027

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of July 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kristen Taft 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 May 28, 2027

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 8th day of August 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A STORM SEWER EASEMENT LOCATED ON LOT 7 OF KARP PLAZA PLAT 1,
AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA THAT IS
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

East 10.00 feet of Lot 7



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: August 8, 2024

RE: Resolution Accepting 1st Amendment to Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement for Deer Ridge West Plat 3, Lot 69 - 15037 Buena Vista DR

SYNOPSIS:

The owners of 15037 Buena Vista DR have requested approval to install a fence within the Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

In accordance with the staff requirement, the property owners have executed the attached First Amendment to Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement which outlines additional responsibilities associated with the fence. Staff recommends 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 Easement for Deer Ridge West Plat 3, Lot 69 - 15037 Buena Vista DR

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO PERMANENT SURFACE WATER FLOWAGE, STORM SEWER
AND DETENTION AREA EASEMENT FOR
LOT 69 IN DEER RIDGE WEST PLAT 3
15037 BUENA VISTA DR

WHEREAS, the owners of Lot 69 in Deer Ridge West Plat 3 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement to permit the installation of a open wrought-iron type within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement.

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

That the First Amendment to Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement (“First Amendment”) regarding Lot 69, Deer Ridge West Plat 3, 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 8th day of August, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

**FIRST AMENDMENT TO PERMANENT SURFACE WATER FLOWAGE, STORM
SEWER AND DETENTION AREA EASEMENT**

This First Amendment to Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement ("First Amendment") is entered into by and between Sergey Golovan and Nataliya Chikovani ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 69 of Deer Ridge West Plat 3 (15037 Buena Vista DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Foxfire LC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Permanent Surface Water Flowage, Storm Sewer and Detention Area Easement, dated November 12, 2003 recorded on January 29, 2004, in Book 2004, Page 1311, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

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

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

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

fence which location is within the Easement Area, provided that the Property Owners install and maintain the fence such that it does not impede the flow of storm/surface water within the Easement Area.

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

Additionally, the Property Owners acknowledge and agree that bottom of the fence 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 also be installed within the easement at the east and west sides of the rear of the property.

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 29th day of July 2024.

PROPERTY OWNERS


Sergey Golovan


Nataliya Chikovani

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of July 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sergey Golovan to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



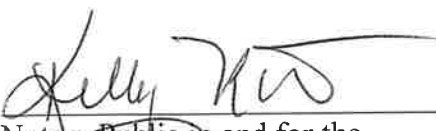


Notary Public in and for the
State of Iowa
My Commission expires May 28, 2027

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of July 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nataliya Chikovani to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa
My Commission expires May 28, 2027

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 8th day of August, 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A PERMANENT SURFACE WATER FLOWAGE, STORM SEWER AND DETENTION AREA EASEMENT LOCATED ON LOT 69 OF DEER RIDGE WEST PLAT 3, AN OFFICIAL PLAT IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The north 10 feet of Lot 69



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: August 8, 2024

RE: Resolution Approving the Suspension of Civil Service Commission Practices

SYNOPSIS:

The Iowa Legislature passed a revision to the Iowa Code Chapter 400, Civil Service, that allows for cities to suspend the requirement for a civil service examination and certified lists for positions covered by this code section.

For Clive, this new law could suspend the requirements for a year for the police department. If approved, this allows the police department the flexibility to hire and attract more police applicants without the burdensome and time-consuming restraints based upon current policy.

Attached is a copy of the Resolution suspending the rules and a copy of SF 2205. Staff recommends approval.

Attachments:

1. Resolution suspending Civil Service Rules.8-24
2. SF2205_GovLetter

RESOLUTION NO. _____

**RESOLUTION APPROVING THE SUSPENSION OF THE CIVIL SERVICE
COMMISSION PRACTICES**

WHEREAS, the Iowa legislature passed Senate File 2205, which was signed by Governor Reynolds on April 10, 2024, and

WHEREAS, SF 2205 is a revision to Iowa Code Chapter 400 to allow cities to suspend the requirement for a civil service examination and certified lists for positions covered by the code section for a year; and

WHEREAS, the civil service process affects the City of Clive police department for the hiring of police officer positions; and

WHEREAS, the City of Clive desires to allow the police department to be more agile regarding the hiring process for filling these key officer positions.

BE IT RESOLVED, that the Clive City Council of the City of Clive in Polk/Dallas Counties, Iowa, suspends the hiring practices of the civil service commission for a period of one year from August 8, 2024, to August 7, 2025.

PASSED AND APPROVED this 8th day of August 2024.

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

April 10, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 2205, an Act relating to requirements for the hiring of civil service positions.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds", written over a light blue circular stamp.

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 2205

AN ACT
RELATING TO REQUIREMENTS FOR THE HIRING OF CIVIL SERVICE
POSITIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 400.8, subsection 2, Code 2024, is amended to read as follows:

2. a. The commission shall establish the guidelines for conducting the examinations under subsection 1 of this section. The commission shall hire persons with expertise to prepare and administer the examinations approved by the commission. It may also hire persons with expertise to consult in the preparation of such examinations if the persons so hired are employed to aid personnel of the commission in assuring that a fair examination is conducted. A fair examination shall explore the competence of the applicant in the particular field of examination.

b. An applicant who has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy does not need to retake a civil service examination upon changing employment from one Iowa law enforcement agency to another Iowa law enforcement agency, or upon becoming employed by more than one Iowa law enforcement agency simultaneously, if the applicant has previously passed a civil service examination when the applicant was initially hired as a certified peace officer and if, without a break of not more than one hundred eighty days from prior law enforcement service, the applicant is hired by another Iowa law enforcement agency. However, the applicant shall complete and pass the applicable physical examination provided in subsection 1 prior to beginning the new employment.

Sec. 2. NEW SECTION. 400.12A Hiring practices — suspension — reinstatement.

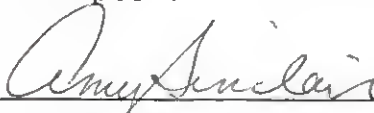
1. A city council, by majority vote, may suspend the practices specified in subsection 2 that are generally required pursuant to this chapter for the hiring of an employee of a department governed by civil service. A suspension shall not be in effect for more than one year, but a city council may immediately vote to implement a new suspension of the required practices upon the expiration of the prior suspension. Upon the expiration of a suspension, hiring practices required under this chapter shall be immediately reinstated for the applicable positions. A city council, by majority vote, may reinstate hiring practices suspended pursuant to this section prior to the expiration of the suspension. A subsequent vote to suspend required hiring practices, even if the vote occurs prior to the original expiration date of the prior suspension, shall be considered a vote for a new suspension.

2. The provisions of section 400.11, subsection 1, paragraph "a" may be suspended as provided in subsection 1.

3. a. This section does not relieve an employee of a department governed by civil service from the requirements to complete all examinations and tests applicable to those persons for positions subject to the provisions of this chapter.

b. This section shall not be construed to preclude an

employee of a department governed by civil service from accessing rights, benefits, or privileges provided outside of this chapter.

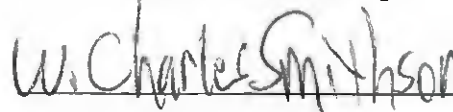


AMY SINCLAIR
President of the Senate



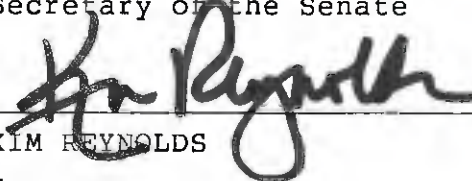
PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 2205, Ninetieth General Assembly.



W. CHARLES SMITHSON
Secretary of the Senate

Approved April 10th, 2024



KIM REYNOLDS
Governor



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Approve Pay Rate - Brian Kempnich - Police Sergeant - \$46.28/Hr -
Effective 08/09/2024

SYNOPSIS:

Attachments:

1. Kempnich Offer
2. Police_Sergeant Job Description
3. Kempnich_Sergeant_Resume



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Approve Pay Rate - Conner Seymour - PT Firefighter/EMT - \$18.16/Hr
- Effective 08/09/2026

SYNOPSIS:

Attachments:

1. Seymour Offer
2. Seymour_Resume
3. Firefighter_EMT_-_PT Job Description



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Approve Pay Rate - Cole Patava - PT Firefighter/EMT - \$18.16/Hr -
Effective 08/09/2024

SYNOPSIS:

Attachments:

1. Patava Offer
2. Patava_Resume
3. Firefighter_EMT_-_PT Job Description



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Approve Pay Rate - Gabriel Bolanos - PT Firefighter/EMT - \$18.16/Hr - Effective 08/09/2024

SYNOPSIS:

Attachments:

1. Bolanos Offer
2. Resume_Bolanos
3. Firefighter_EMT_-_PT Job Description



Memo

TO: Mayor and Council members

FROM:

DATE: August 8, 2024

RE: Approve Pay Rate - Nathan Schiltz - PT Firefighter/EMT - \$18.16/Hr -
Effective 08/09/2026

SYNOPSIS:

Attachments:

1. Schiltz Offer
2. Firefighter_EMT_-_PT Job Description
3. Schiltz_Resume



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: August 8, 2024

RE: Swearing in - Oath of Office and Oath of Honor

- a. Jermaine Allen
- b. Shane Piteo

SYNOPSIS:

Attachments:

- 1. OATH OF OFFICE Allen
- 2. Oath of Honor Allen
- 3. OATH OF OFFICE Piteo
- 4. Oath of Honor Piteo

OATH OF OFFICE

State of Iowa)

County of Polk) ss:

City of Clive)

Police Officer

I, Jermaine Allen, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all of the duties of the office of Police Officer, for the City of Clive, Iowa as now and hereafter required by Law.

Signature

Subscribed and Sworn to before me by the said Jermaine Allen this 8th Day of August, 2024.

Mayor, City of Clive

City Clerk

Law Enforcement Oath of Honor

*On my honor, I will never
betray my badge,
my integrity,
my character or the public trust.*

*I will always have the courage to hold
myself and others accountable for our actions.*

*I will always uphold the constitution,
my community and the agency I serve.*

Signature

Subscribed and Sworn to before me by the said
Jermaine Allen this 8th day of August, 2024.

Mayor, City of Clive

Chief of Police

OATH OF OFFICE

State of Iowa)

County of Polk) ss:

City of Clive)

Police Officer

I, Shane Piteo, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all of the duties of the office of Police Officer, for the City of Clive, Iowa as now and hereafter required by Law.

Signature

Subscribed and Sworn to before me by the said Shane Piteo this 8th Day of August, 2024.

Mayor, City of Clive

City Clerk

Law Enforcement Oath of Honor

*On my honor, I will never
betray my badge,
my integrity,
my character or the public trust.*

*I will always have the courage to hold
myself and others accountable for our actions.*

*I will always uphold the constitution,
my community and the agency I serve.*

Signature

Subscribed and Sworn to before me by the said
Shane Piteo this 8th day of August, 2024.

Mayor, City of Clive

Chief of Police



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: August 8, 2024

RE: Promotion - Oath of Office Sgt. Brian Kempnich

SYNOPSIS:

Following wage approval, Sgt Kempnich will be given his Oath of Office

Attachments:

1. OATH OF OFFICE Sgt Kempnich

OATH OF OFFICE

State of Iowa)

County of Polk) ss:

City of Clive)

Police Sergeant

I, Brian Kempnich, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all of the duties of the office of **Police Sergeant**, for the City of Clive, Iowa as now and hereafter required by Law.

Signature

Subscribed and Sworn to before me by the said Brian Kempnich this 8th day of August, 2024.

Mayor, City of Clive

City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: August 8, 2024

RE: Approve Retail Alcohol License Renewal - European Flavors - 1150
73rd Street

SYNOPSIS:

This item was previously tabled at the 07/25/2024 Council Meeting to allow the applicant time to rectify outstanding fire reinspection fees and a bootlegging charge. At the time of this writing, neither of the items have been dealt with. However, staff will monitor things closely and bring forward an appropriate recommendation at the 8/8 Meeting.

Attachments:

1. European_Flavors_07_04_2024



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: August 8, 2024

RE: Resolution Approving Amendment to the Clive Stormwater Management Manual

SYNOPSIS:

The Iowa Legislature passed legislation in spring 2024 changing how cities and counties may implement certain stormwater management requirements. The new law went into effect on July 1, 2024. Staff is reviewing the entire Clive Stormwater Management Manual to ensure it complies with state and federal requirements. This work will be done over the course of the next five months, and any recommended changes will be presented to the Council for consideration. In the interim, staff recommend making the following addition to the manual so the City is in compliance with state and federal laws and other requirements:

The policies, programs, and best management practices outlined in the Clive Stormwater Management Manual will be applied to the extent state and federal law allow.

Attachments:

1. Resolution_approving_amendments_to_the_Clive_Stormwater_Management_Manual_8.8.2

RESOLUTION APPROVING THE REVISED CLIVE STORMWATER MANAGEMENT
MANUAL

Whereas, the U.S. Environmental Protection Agency's (EPA) national pollution discharge elimination system (NPDES) permit program administered by the Iowa Department of Natural Resources (IDNR) requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of stormwater from a Municipal separate storm sewer system (MS4); and

Whereas, the City of Clive is subject to the NPDES program, and as such, has obtained an MS4 permit from the IDNR; and

Whereas, as a condition of the City's MS4 permit, the City is obligated to adopt and enforce a Post-Construction Stormwater Management ordinance; and

Whereas, in support of the Post-Construction Stormwater Management ordinance the City Council originally adopted the Clive Stormwater Management Manual on November 10, 2016;and

Whereas, modification and changes to the Clive Stormwater Management Manual are expected to occur in order to accommodate changes in the City's stormwater program requirements and responsibilities; and

Whereas, the City now desires to formally adopt a revised Clive Stormwater Management Manual to reflect changes in the City's stormwater program requirements and responsibilities.

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

That the revised Clive Stormwater Management Manual set forth in the attached Exhibit A is hereby approved and adopted.

PASSED AND APPROVED this ____ day of _____, 2024

CITY OF CLIVE, IOWA

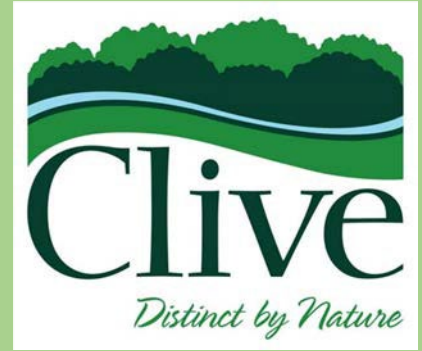
By: _____

John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Grahm, City Clerk

Exhibit A



Clive Stormwater Management Manual



Adopted d by City Council -	November 10, 2016
Revised by City Council -	June 22, 2017
Revised by City Council -	June 13, 2019
Revised by City Council -	February 11, 2021

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Introduction

The U.S. Environmental Protection Agency's National Pollution Discharge Elimination System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR") requires that cities meeting certain demographic and environmental criteria obtain from the IDNR an NPDES permit for the discharge of stormwater from a Municipal Separate Storm Sewer System ("MS4") permit. The City of Clive is subject to the Program and is required to obtain, and has obtained, an MS4 permit (Iowa NPDES Permit Number 77-20-0-02).

The permit authorizes all existing and new stormwater point source discharges from all areas within the boundaries of the City of Clive to discharge into waters of the State. Authorization under the permit is subject to the City complying with a Stormwater Pollution Prevention and Management Plan which outlines areas of responsibility for the City to implement Best Management Practices (BMP's):

Public Education and Outreach- Implement public education and outreach about the impacts of stormwater discharges and measures which the residents can implement to reduce pollutants in stormwater runoff.

Public Involvement and Participation- Involve local businesses, developers, homeowners and the general public in the development of the program.

Illicit Discharge Detection and Elimination- Enforcement of ordinances that prohibits anything other than stormwater, allowable non-stormwater, and pollutants for which an NPDES permit issued from entering the City's storm sewer system.

Construction Site Stormwater Runoff Control- Enforcement of construction site stormwater runoff control program to reduce pollutants in any stormwater runoff from construction activities.

Post Construction Stormwater Management- Enforcement of post construction stormwater management program to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion and nonpoint source pollution associated with stormwater runoff of developing and developed lands within the City.

Pollution Prevention and Good Housekeeping- Implement operation and maintenance programs that shall prevent or reduce pollutant runoff from municipal operations.

It shall be the long-term goal of the Clive Stormwater Management Manual to provide a centralized location to find background materials and references to the City of Clive's Stormwater Management Program.

This document is intended to be periodically updated to reflect changes in policy, programs and best management practices as determined by the City Council to be in the best interest of effectively managing stormwater with the City of Clive.

Application

Clive Post-Construction Stormwater Management Ordinance Reference: [Section 8-4C-6](#)

The City's Post Construction Stormwater Management Ordinance is generally applicable to the following properties and/or development sites:

- Any **New Development** creating more than 5,000 square feet (SF) of impervious cover. For the purpose of this policy, new development shall mean the construction of 5,000 square feet of impervious surfaces on a previously undeveloped site. New development includes projects on residential (non-single family), commercial, industrial and municipal sites.

In the case of new development, the stormwater runoff from all impervious surfaces on the new site shall be designed in accordance with all requirements of the [Unified Sizing Criteria section of this document](#).

- Any **Redevelopment** project. For the purpose of this policy, redevelopment shall mean a previously developed site in which more than 25% of the existing impervious surfaces will be removed to support an improved site. Redevelopment includes projects on residential (non-single family), commercial, industrial and municipal sites. This threshold is a cumulative amount of new square footage and may be reached over time in increments.

In the case of redevelopment, the stormwater runoff from all impervious surfaces on the new site shall be designed in accordance with all requirements of the [Unified Sizing Criteria section of this document](#).

- Any **Minor Incremental Improvement** project. For the purpose of this policy, minor incremental improvements shall mean the construction of at least 5,000 square feet but less than 10,000 square feet of new (whether an addition or replacement) impervious surfaces on any previously developed residential (non-single family), commercial, industrial and municipal sites that does not constitute a Redevelopment or a Reconstruction project. This threshold is a cumulative amount of new square footage and may be reached over time in increments.

In the case of minor incremental improvements on non single-family sites, the storm water runoff from the additional impervious surfaces shall be designed in accordance with the [Runoff Reduction section of this document](#).

- Any **Major Incremental Improvement** project. For the purposes of this policy, major incremental improvements shall mean the construction of more than 10,000 square feet of new (whether an addition or replacement) impervious surfaces on any

previously developed residential (non-single family), commercial, industrial and municipal sites that does not

constitute a Redevelopment or a reconstruction project. This threshold is a cumulative amount of new square footage and may be reached over time in increments.

In the case of major incremental improvements on non single-family sites, the storm water runoff from the additional impervious surfaces shall be designed in accordance with the [Unified Sizing Criteria section of this document](#).

- Any **Single-Family Residential Improvement** project. For the purpose of this policy, a single-family residential improvement shall mean any improvement project on a previously improved single-family residential parcel that results in a total impervious area of more than 5,000 SF. Single family residential properties that are in developments which were platted after November 10, 2016 are exempt from this requirement as long as the improvements don't increase the curve number used in the original Stormwater Management Plan.

In the case of a single-family residential improvement project, the storm water runoff from the improved impervious surfaces (either new or reconstructed) shall be mitigated by one of the following practices:

- A 6" deep raingarden equal to 20% of the size of the improvements. The rain garden must capture runoff from the new impervious area or from an equal amount of existing impervious area.
- Soil quality restoration of grassed areas equivalent to 3X the area of improved surfaces on the property by deep tine aeration and application of a ½-¾" thick compost blanket adhering to the compost specifications in the [Topsoil Preservation and Soil Management Plan section](#).
- Conversion of an area equal to the improvements from turf to native landscaping in accordance with Chapter 5 of ISWMM.
- Rain Barrel(s) or other water reuse system that captures a volume equal to one-inch times the area of improvements.
- Other BMP's as approved by the Water Resources Engineer.



Lion's Park Raingarden

- A **Reconstruction** project. For the purpose of this policy, reconstruction shall mean any project that involves substantial removal and replacement of a similar amount of impervious surfaces, of a street, sidewalk, trail, parking lot, etc. and does not alter the

function of the existing surface (i.e. is not an improvement or for redevelopment). For example, 50% of an existing parking lot is removed down to subgrade, or a large portion of 4' wide sidewalk is replaced with a 5' sidewalk.

In the case of reconstruction project, the storm water runoff from all impervious surfaces on the improved street, sidewalk, trail, parking lot, etc. shall be designed to infiltrate 1.0” of rainfall in accordance with [Runoff Reduction section of this document](#).

Exceptions:

- When the requirements cannot be made on-site, consideration for the construction of and/or payment of off-site improvements commiserate with the on-site requirement may be approved by the City on a site by site basis.
- Additional on-site requirements may be required if the receiving storm water conveyance system is not capable of providing safe passage of the additional runoff volume or rate from any site development project.

Exemptions:

- Any **Resurfacing** project. For the purpose of this policy, resurfacing shall mean any project intended to maintain or restore the existing capacity of an existing impervious surface. Projects such as asphalt overlay, full and partial depth patching, and sidewalk/trail patching would be considered resurfacing. This category also includes pavement removal needed to repair underground utilities.

No additional stormwater management shall be required for a resurfacing project.

State and Federal Limitations

The policies, programs, and best management practices outlined in the Clive Stormwater Management Manual will be applied to the extent state and federal law allow.

Post-Construction Stormwater Management Plan Process

Generally speaking, the steps that should be followed when developing a Stormwater Management Plan are listed in order in this manual and are also summarized below.

1. Before any site planning processes are begun, the designer or engineer should review the site conditions for the following (this list should not be considered exhaustive):
 - a. Natural resources including riparian areas
 - b. Sensitive or contaminated areas
 - c. Evaluate the need for new riparian buffers if they are not present
 - d. Floodplains
 - e. Steep slopes
 - f. Soils – including top soil as outlined later in this manual
2. Evaluate the permit needs including a joint permit from the Iowa Department of Natural Resources and U.S. Army Corp of Engineers (Section 404 Permit), a floodplain development permit, an Iowa DNR dam construction permit and others.
3. Once the site conditions are known, potential locations for stormwater BMPs should be determined. This should happen BEFORE the site plan is laid out. Some preliminary stormwater analysis should also occur at this time to get rough sizing needs.
4. Prepare a conceptual site plan incorporating the necessary stormwater elements. Consider the following responsible site design principles while developing the site plan:
 - a. Limit disturbance of land to the greatest extent practical, working with the lay of the land and minimizing cut and fill.
 - b. Consider methods to reduce connected impervious areas, breaking up impervious areas with open space where possible.
 - c. Consider a treatment train approach where stormwater can be treated, infiltrated and stored in multiple practices in series, rather than relying on one large practice to meet all of the site needs.
5. Schedule a pre-submittal meeting with the City. This is not required but strongly encouraged.
6. Complete the necessary hydrologic and hydraulic calculations and finalize the site plan and Post-Construction Stormwater Management Plan (PCSWMP). Please provide a summary data sheet like the example provided in [Appendix A](#) for each BMP for ease of review.

7. Complete the checklist in [Appendix B](#) and submit all necessary documents to the City.

Natural Resource Checklist

The stormwater management and maintenance plan shall include a written or graphic inventory of the site and immediate area as it exists prior to the commencement of the project. This inventory should include a description of the local watershed and its relation to the project site.

It is strongly encouraged that designers collect this information prior to initial concept or site design and consider it when preparing plans for the proposed development.

The City has compiled a map at <https://imap.cityofclive.com/H5/Index.html?viewer=public> that contains some of this information but should not be considered a complete map.

If any National Wetlands Inventory areas or blue/dash blue lines on USGS maps are shown; as well as any persistent waterway, hydric soils or natural areas, a Wetland Delineation will be required. A vegetation survey (all trees greater than 6" caliper shall be identified) will also be required for any forested or natural areas as well.

☐	Vegetative and forest cover
☐	Topography and Soils
☐	Areas of steep and/or highly erodible soils
☐	Soil types and hydrologic soil groups (from Web Soil Survey or geotechnical report) http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm
☐	Presence of hydric soils
☐	Soil conditions of areas for infiltration-based Best Management Practices (BMPs)
☐	Wetlands
☐	From National Wetlands Inventory and/or
☐	Current Wetlands Delineation / Determination Reports
☐	Native Vegetative Areas
☐	Environmentally sensitive resources that provide opportunities or constraints for development
☐	Existing Streams and Floodplains
☐	Receiving water(s) (with known impairments or water quality issues)
☐	Waterways and/or dry channels
☐	Intermittent streams
☐	Perennial stream
☐	FEMA FIRM Panel information
☐	Streambank stability of adjacent waterways and streams

Riparian Buffers and Bank Protection

Stream and riparian buffers have multiple benefits including filtering stormwater, maintaining habitat, and allowing adequate room for floodwaters and future stream migration. Riparian buffers must be preserved in their natural state and should be sized to include the 100-year floodplain, steep banks and if applicable the stream's meander belt width. The stream's meander belt width is generally determined by looking at past and current meanders. Various guidance is available to assist with this delineation. The buffer should also include a setback for maintenance access. Conservation easements or land dedication to the City are examples of ways to ensure the riparian buffer is maintained in a natural state.

If an adequate riparian buffer cannot be maintained, then bank protection may be required in actively eroding areas such as outer bends. The City's Greenbelt Stream Corridor Assessment should serve as a guide for this work and is available upon request. In the event that bank protection is required the River Restoration Toolbox shall be used as the design reference with bio-engineered methods being prioritized.

Floodplain Development

City of Clive Flood Control Ordinance Reference: [Title 11, Chapter 11](#)

Floodplains should be avoided for homes and structures to the maximum extent practical. Floodplain preservation and Riparian Buffers often go hand in hand by not only providing temporary flood storage, but ecosystem services and recreational benefits as well. Development and fill in the floodplain can reduce the capacity of the floodplain to store and convey stormwater, potentially increasing velocities and causing increased safety concerns.

Construction of structures within the Floodway Overlay District is generally prohibited with the exception of certain accessory structures for park and recreation uses.

Structures within the Flood Fringe Overlay District are allowed with restrictions. Please refer to Chapter 11 of the City Code for more information.

Generally, detention basins and other BMPs are not allowed within the floodway and discouraged within the flood fringe. BMPs in the flood fringe that require fill in order to construct shall not be permitted. BMPs would be allowed in the flood fringe if the storage for the basin/BMP is to be constructed by excavating within the flood fringe, without creation of a dam or berm that would effectively remove the basin from the flood fringe. Any earth-moving activities to construct dams or create excavated areas will need to comply with local, state and federal floodplain regulations. Changes in surface elevation that result in increased high-water elevations across the floodplain is prohibited. Basins located within flood-prone areas may require more frequent or extensive maintenance. When evaluating site locations within flood-prone areas, evidence of deposition or debris collection should be noted. If a basin is constructed in an area expected to collect sediment or debris, available storage could be reduced over time and additional maintenance to remove trapped materials would be necessary.

Steep Slopes

Disturbing existing slopes steeper than 4:1 should be avoided due to the high potential for soil erosion and slope failures. Steep slopes, especially those adjacent to waterways should be set aside in conservation easements to preserve their natural state if they aren't already included in riparian buffers or floodplains as previously discussed. Excessive grading should be avoided on all slopes, but steep slopes should be left alone wherever possible. In other words; no stripping, grading, or construction traffic should be allowed.

Topsoil Preservation and Soil Management Plan

- A. **Preservation of Top Soil:** No topsoil shall be permanently removed from any construction site in accordance with the Iowa Department of Natural Resources General Permit #2. The preservation of topsoil shall be met only when the depth of topsoil after soil disturbing activities have been completed and final stabilization achieved for the permitted activity is equal to, or greater than, 4.0 inches on all areas of the site where the surface of the ground disturbed for the permitted land disturbing activities is exposed and not covered by concrete, asphalt, gravel or other such impervious material. If 4.0 inches of on-site topsoil is not available, imported topsoil meeting the requirements below or the amendment of existing low-quality on-site material may be used to comply with this requirement. Three inches of low-quality on-site soil, may be incorporated with a minimum of 1.5 inches of compost meeting the requirements below to achieve an acceptable equivalent alternative.

Topsoil shall be defined as the soil material excavated from the upper 12-inches of the soil profile that has a uniform quality free from debris, hard clods, roots, sod, stiff clay, hard pan, stones larger than 1 inch, has a high degree of fertility with an organic matter content of at least 2%, is free of herbicides that prohibit plant growth, has a pH level between 6.0 and 8.0, and is friable with a clay content less than 25%. Soil that does not meet the parameters above shall be considered low quality on-site soil which shall be amended as defined by a soil scientist or by the proscribed standard above.

Compost shall be defined as stable, mature, decomposed organic solid waste that is the result of the accelerated, aerobic biodegradation and stabilization under controlled conditions. The result is a uniform dark, soil-like appearance with 100% of the material passing through a 1-inch sieve (3/8 or 1/2 inch screen preferred), a pH range between 5.5 and 9, a minimum organic matter content of 35% dry weight and a soluble salt content of less than 4.0 mmhos/cm.

Soil Compaction- For the purposes of compliance with the Iowa Department of Natural Resources General Permit #2 requirements, the minimum standard for “minimizing soil compaction” shall be defined as working the soil prior to seeding/sodding such that a penetrometer can be inserted into the upper 6 inches with less force than 200 psi. As an alternative to the penetrometer test, a soil with a bulk density of less than 1.49 grams/cubic centimeter shall be deemed compliant with this requirement.

- B. **Soil Management Plan (SMP):** A SMP is a required element of the PCSWMP. The plan shall identify existing soil conditions, areas not to be disturbed, areas where top soil will be stripped and stockpiled, and identify if tillage, amendment and/or import will be needed.

As part of the SMP, a geotechnical report shall be provided to substantiate the quality and quantity of on-site available topsoil. The report shall outline the collection methods utilized (minimum of two samples per acre unless alternative sampling is agreed upon by the Water Resources Engineer) and the characteristics of the topsoil (organic matter content shall be reported based on the loss on ignition method and clay content percentage shall be based on a particle size diameter of <0.002mm).

Process for Developing Soil Management Plans (SMPs):

1. Determine existing site soil conditions via a geotechnical report.
2. Determine areas where soils and vegetation will not be disturbed. Identify those areas on a site map or scale drawing as part of Contract Documents and on the Stormwater Pollution Prevention Plan (SWPPP).
3. Determine areas where topsoil can be stripped and stockpiled. Identify those areas on the site map or scale drawing.
4. Determine which method(s) of Soil Quality Restoration (SQR) are to be used and identify where they will be employed on the site map or scale drawing. If using top soil for stormwater management, verify the volume provided using table below.
5. When using methods of SQR which involve tillage, determine the depth of tillage involved.
6. If import of material is needed, determine and quantify types and amounts of materials to be provided to complete SQR requirements.
7. Specify methods for establishing permanent vegetative cover (i.e. sodding, seeding rates, etc.).
8. Incorporate SMP into site specific SWPPP (if one is required) to be implemented from initial disturbance to final stabilization. (Soil Quality Restoration is considered a non- structural BMP)

Methods of Soil Quality Restoration are described within [ISWMM](#), Chapter 5, Section 6. Re-establishing the ability of site soils to absorb runoff is one of the most effective practices in reducing site runoff.

Unified Sizing Criteria

Standards set by the City are intended to ensure compliance with the City's Post-Construction Stormwater Management Ordinance. The Uniform Sizing Criteria is an integrated approach to managing stormwater runoff quality and quantity by addressing the adverse impacts of stormwater runoff from development.

The intent is to comprehensively manage stormwater to remove pollutants and improve water quality, prevent downstream stream bank and channel erosion, reduce downstream overbank flooding and safely convey and reduce runoff from extreme storm events.

Stormwater calculations for all development sites should identify post- development conformance with the following design requirements:

1. **Recharge volume [Rev]:** Infiltrate, evapotranspirate, and/or harvest the volume that is expected to be generated from the first 0.5 inches of rainfall on site. The infiltration capacity of topsoil can be calculated using the tables in the [Recharge Capacity of Top Soil](#) section. If 1" of rainfall can be infiltrated, no WQv treatment will be required.
2. **Water Quality Volume [WQv]:** Capture and treat the remaining runoff that is expected to be generated from a given site after development from a 1.25" rainfall event, allowing the subtraction of the recharge volume (reference the [Small Storm Hydrology](#) section).
3. **Channel Protection Volume [CPv]:** Provide extended detention for the post-development 1-year, 24-hour storm per NOAA Atlas 14 such that the volume is released over 24-48 hours. The Cpv shall be calculated in accordance with Chapter 2 of the **ISWMM**. This requirement may be waived if the site generates less than 2 cfs in the post-development condition prior to detention.
4. **Overbank Flood Protection [Qp]:** Provide peak discharge control of the 2-year through 5-year 24-hour storms per NOAA Atlas 14 such that post-development discharge does not exceed pre-settlement discharge rates. The pre-settlement condition shall be defined as "meadow" per ISWMM. The meadow curve number shall be based on existing soil types but shall not exceed 71 (HSG C).
5. **Extreme flood protection [Qr]:** Provide safe conveyance of larger, rare storm events (10-year through 100-year, 24-hour storm events) If downstream conveyance is limited, provide peak discharge control for all storms larger than the 5-year 24-hour storm up to the 100-year 24-hour storm such that post-development discharge does not exceed the peak discharge rate for the 5-year, 24-hour pre-settlement storm. If through analysis the applicant can show that the downstream conveyance has adequate capacity, the City may allow for storms greater than the 5-year 24-storm to be released at a rate equal to that particular storm's pre-settlement release rate.

- *Runoff from the extreme flood protection events shall be released in a safe and non-erosive manner from a site (through an outlet pipe or properly designed emergency spillway) and it must be demonstrated that there are adequate flow paths (via storm sewers, easements, rights-of-way, etc.) to convey these developed storm flows to the receiving stream corridor without significant risk to public or private property.*

Recharge Capacity of Top Soil

Often times, the most cost-effective way to infiltrate water and reduce runoff from a site is through the use and preservation of good top soil. The following tables are provided for easy calculation of the infiltration capacity of top soil of various soil characteristics. If the top soil on site does not match these characteristics, the infiltration capacity of the soil can be calculated using the research performed by Berman D. Hudson (1994). This research is available upon request.

Table 1: Water Storage Capacity of Silt Loam Top Soil

% SOM by weight	Bulk Density (gm/cm ³)	Available Water Storage (in/in soil)	Available Water Storage (in/4 in soil)	Available Water Storage (in/6 in soil)	Available Water Storage (in/8 in soil)
1	1.25	0.13	0.52	0.77	1.03
2	1.25	0.17	0.66	1.00	1.33
3	1.25	0.20	0.81	1.22	1.62
4	1.25	0.24	0.96	1.44	1.92
5	1.25	0.28	1.11	1.66	2.22
6	1.25	0.31	1.26	1.88	2.51
7	1.25	0.35	1.40	2.11	2.81
8	1.25	0.39	1.55	2.33	3.10

Table 2: Water Storage Capacity of Silty Clay Loam Top Soil

% SOM by weight	Bulk Density (gm/cm ³)	Available Water Storage (in/in soil)	Available Water Storage (in/4 in soil)	Available Water Storage (in/6 in soil)	Available Water Storage (in/8 in soil)
1	1.25	0.09	0.36	0.55	0.73
2	1.25	0.12	0.48	0.71	0.95
3	1.25	0.15	0.59	0.88	1.18
4	1.25	0.18	0.70	1.05	1.40
5	1.25	0.20	0.81	1.22	1.62
6	1.25	0.23	0.92	1.39	1.85
7	1.25	0.26	1.04	1.55	2.07
8	1.25	0.287	1.148	1.722	2.296

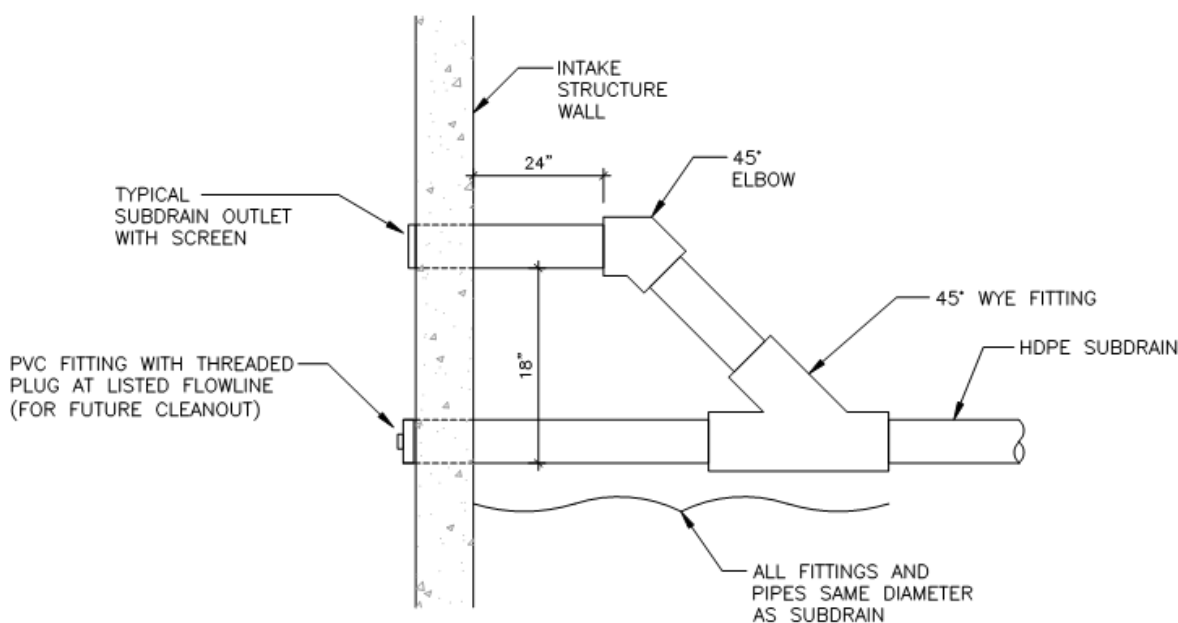
1. The column in orange can be used to calculate the available water storage for a soil of any depth, by selecting the value for a given organic matter content (SOM) and multiplying it by the depth of the soil profile in inches.
2. Remember that the first inch of water storage is needed to address the volume of rainfall that falls directly on the soil.

Runoff Reduction

The purpose of this section is to address existing sites in which complete compliance to the Unified Sizing Criteria section would prove too burdensome, but incremental improvements are needed to move towards the City's goal of mitigating the adverse impacts that development and impervious surfaces can have on flooding and water quality.

In order to be in compliance with this section, the storm water runoff generated from the impervious surfaces from **one inch** of rainfall shall be infiltrated or recycled on site. In other words, that inch of rainfall must not be allowed to leave the site. This can be accomplished with water reuse, soil quality restoration, or other infiltration-based practices. The volume should be calculated by assuming a uniform inch of rainfall across the impervious area.

If an underdrain is used in the infiltration-based practice such as a bioretention cell; a valve, upturned elbow or something similar to the below detail must be installed upstream of the outlet. If a valve is used, it should remain closed for regular operations. In the event that the normally closed position results in ponding for duration greater than 48 hours, modifications can be made subject to City approval.



3 SNORKEL SUBDRAIN OUTLET

SCALE: NO SCALE

NOTE: FOR USE ON ALL BIORETENTION CELL SUBDRAIN OUTLETS

Rainfall and Runoff Analysis

Preferred Design Assumptions

The following rainfall intensities and depths were derived from the NOAA Atlas 2014 rainfall data.

- Generally, rainfall intensities are used for the Rational Method (storm sewer design only) and rainfall depths are used for NRCS TR-20 and TR-55 (hydrograph development for storage routing).

Duration (minutes)	1-year	5-year	10-year	100-year
	Intensity (inches/hour)			
5	4.78	6.91	8.1	12.4
10	3.51	5.08	5.92	9.15
15	2.84	4.12	4.82	7.44
20	2.56	3.72	4.35	6.72
25	2.33	3.39	3.97	6.14
30	1.99	2.91	3.40	5.27
35	1.87	2.74	3.21	4.98
40	1.76	2.57	3.01	4.70
45	1.64	2.40	2.82	4.41
50	1.52	2.23	2.62	4.12
55	1.41	2.06	2.43	3.84
60	1.29	1.89	2.23	3.55
90	1.04	1.53	1.81	2.89
120	0.79	1.16	1.38	2.23

Rainfall Depth for Frequently Used Storm Durations

Duration (hours)	1-year	2-year	5-year	10-year	25-year	50-year	100-year
	Depth (inches)						
1	1.29	1.51	1.89	2.23	2.72	3.13	3.55
6	2.05	2.4	3.03	3.61	4.47	5.20	5.98
24	2.67	3.08	3.81	4.46	5.44	6.26	7.12

Time of Concentration

[Iowa Statewide Urban Design and Specifications \(SUDAS\) Reference: Section 2B-3](#)

Preferred Design Assumptions

The following values and methods are recommended for use in completing calculations for time of concentration within the City of Clive.

- *Design calculations shall include a detailed explanation and evidence supporting any variation from these recommended methods or values.*

Existing and proposed conditions near or within urbanized areas:

Use the NRCS Velocity Method, per SUDAS Section 2B-3.

Apply the following additional information:

- **Sheet flow.** Sheet flow is very shallow, uniform flow that usually occurs along the upper edges of a watershed. It only occurs until water reaches a point where flow will concentrate in a small depression or swale.
- Sheet flow should never be measured past the point where contours indicate flow will begin to funnel to a common path. Follow the following guidelines for sheet flow calculation:
 - Flow Length (maximum values – stop at point of concentration for each sub-area) should not be longer than 100 ft.
 - Roughness coefficient. Use values below selected from Table 2B-3.01 from SUDAS.
 - Note that these values for “n” are different than those to be used for Manning’s equation used for open channel flow.

Surface Description	n
Pavement or bare soil	0.011
Agriculture	0.17
Prairie grasses	0.15
Turf grass lawns	0.24
Woods	0.40

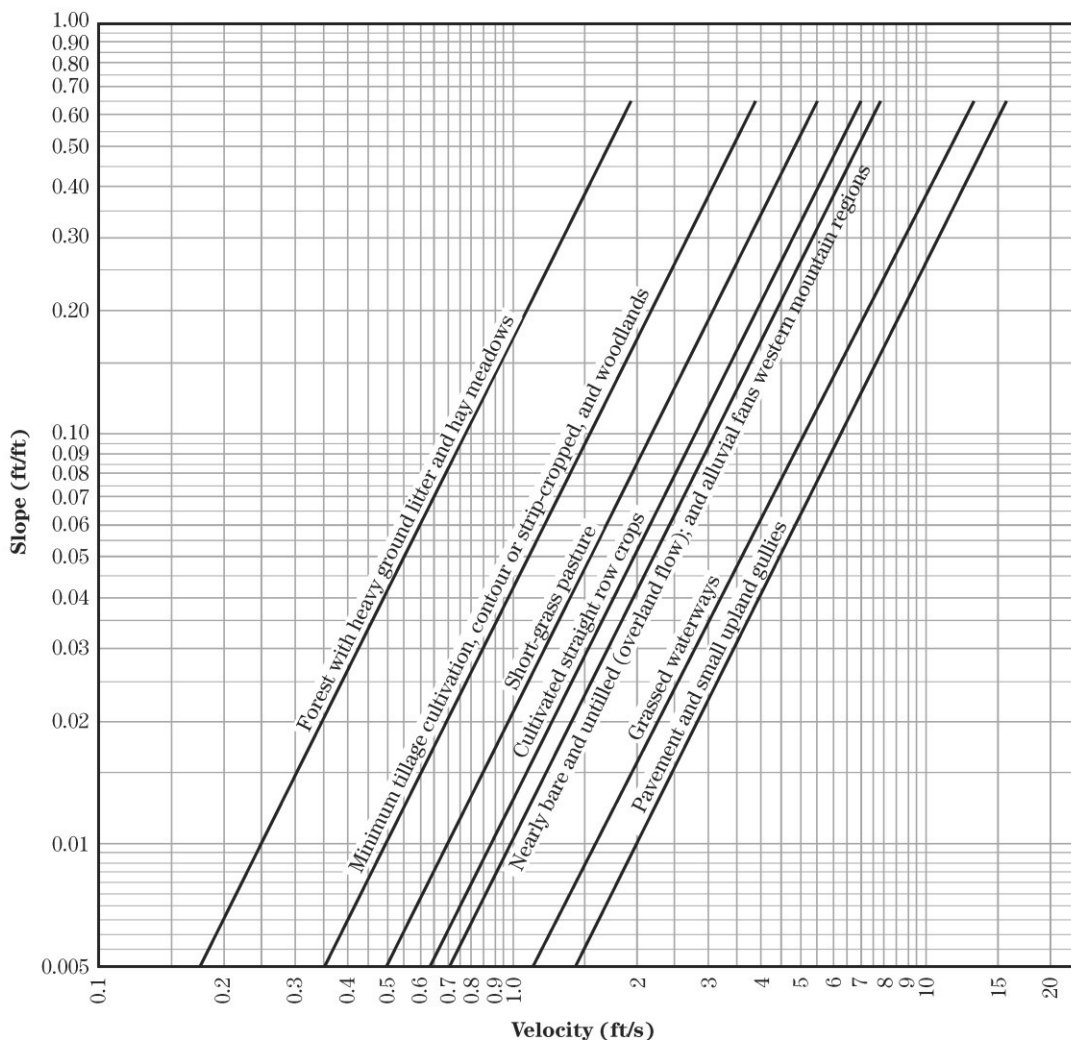
- **P2.** The 2-year, 24-hour rainfall event to be used is 3.08 inches.

Shallow concentrated flow. After approximately 100 feet, sheet flow usually becomes shallow concentrated flow collecting in swales, small rills, and gullies. Shallow concentrated flow is assumed not to have a well-defined channel and has flow depth of 0.1 to 0.5 feet. It is

assumed that shallow concentrated flow can be represented by one of seven flow types. These flow types are shown in Figure 2B-3.01 and Table 2B-3.02.

After estimating average velocity using Figure 2B-3.01 or the equations from Table 2B-3.02, use Equation 2B-3.01 to estimate travel time for the shallow concentrated flow segment.

Figure 2B-3.01: Velocity Versus Slope for Shallow Concentrated Flow



Source: NRCS National Engineering Handbook, Part 630, Chapter 15

Table 2B-3.02: Equations and Assumptions Developed from Figure 2B-3.01

Flow Type	Depth (feet)	Manning's n	Velocity Equation (ft/s)
Pavement and small upland gullies	0.2	0.025	$V = 20.238(s)^{0.5}$
Grassed waterways (and unpaved urban areas)	0.4	0.050	$V = 16.135(s)^{0.5}$
Nearly bare and untilled (overland flow); and alluvial fans	0.2	0.051	$V = 9.965(s)^{0.5}$
Cultivated straight row crops	0.2	0.058	$V = 8.762(s)^{0.5}$
Short-grass prairie	0.2	0.073	$V = 6.962(s)^{0.5}$
Minimum tillage cultivation, contour or strip-cropped, and woodlands	0.2	0.101	$V = 5.032(s)^{0.5}$
Forest with heavy ground litter and hay meadows	0.2	0.202	$V = 2.516(s)^{0.5}$

Channel flow. Use Manning's equation for open channel flow -- Equation 2B-3.04 (SUDAS Section 2B-3) based on channel cross-section properties and surface conditions.

- Refer to Table 2B-3.03 for values of "n" for this equation.
- Include with submitted calculations details on the assumed cross-section of the channel and surface conditions used to select value of "n".
- Note that these values for "n" are different than those to be used for sheet flow discussed earlier.
- *Caution: Improper calculation of time of concentration can dramatically affect calculated peak flow rates, especially when the Rational Method is being used. To a lesser extent, it will affect the shape and peak of hydrographs developed using the NRCS TR-20 or TR-55 methods.*
- *If it is not desired to calculate time of concentration in urban settings, a value of no more than 5 minutes must be used.*
- *Pre-settlement time of concentrations must always be calculated.*

Rational Method

SUDAS Reference:

Section 2B-4 Preferred

Design Assumptions

- Note: the modified rational method will only be allowed for detention storage and routing design for projects smaller than 1 acre with no off-site “pass through.”
- Rational method may be used in the design of storm sewers, swales and channels for watersheds of less than **20 acres**, when only a peak rate of flow is needed for sizing. TR- 20 or TR-55 methods are required to be for all other sites.

The rational method may be used to generate peak flow runoff values for design, provided the conditions of SUDAS Section 2B-4, B.1, and B.2 are met. A few of the key constraints are highlighted:

- **Carefully select a value for “C.”** A 20% increase or decrease in the value of C has the effect of changing a 5-year recurrence interval to a 15-year or 2-year interval respectively.
- **Use the method only for small watersheds.** Apply to drainage areas of less than 20 acres.
- **Take caution in selecting Tc in large hard surface areas.** When impervious surfaces are concentrated in a portion of the subarea nearest the outlet, it should be checked if ignoring the more distant open space (reduced area, but reduced Tc) may result in calculating a larger peak flow than would occur if the entire area (including the more distant open space) is considered.

Runoff Coefficient Selection

Select appropriate values from Table 2B-4.01 of SUDAS Section 2B-4, with the following provisions:

- **Hydrologic Soil Groups:** refer to the NRCS web soil survey to select Soil Group for undeveloped areas and areas where development has occurred without mass grading activities. If better data is available, such as geotechnical reports, use that instead.
- **Selection for Urban Land Uses:** in new development areas where proportions of hard surfaces can be determined, calculate runoff coefficient “C” by weighted average using lawn values (see below) for open spaces and appropriate value for type of hard surface. Use the value for the appropriate soil group.

Runoff Coefficients “C” for various storm events

Land Cover type	Soil Group A		Soil Group B		Soil Group C		Soil Group D	
	10-year or less	100-year	10-year or less	100-year	10-year or less	100-year	10-year or less	100-year
Open space with 4” topsoil and 6” de-compaction	0.10	0.15	0.30	0.50	0.55	0.65	0.65	0.75
Open Space with 6” topsoil and 8” de-compaction	0.05	0.10	0.20	0.35	0.40	0.55	0.55	0.65
Impervious	0.95	0.98	0.95	0.98	0.95	0.98	0.95	0.98

NRCS TR-55 METHODOLOGY

Preferred Design Assumptions

TR-55 is the required design method for projects involving storm water management and detention basin routing within the City of Clive for any sites larger than 1 acre. The TR-20 program is also acceptable, (being the basis for calculations for TR-55) but includes additional calculation features for stream and basin routing, and allows for a larger number of subwatersheds to be analyzed.

Rainfall: Use Type II distribution, based on 24-hour rainfall depths for storm recurrence interval of interest.

Shape Factor: 484

Curve Number (CN): For urbanized areas use values from the table on the next page. Otherwise use values selected from Tables 2, 3 and 4 of Section 2C-5 as advised below.

- *For smaller events (the Water Quality event and the Channel Protection event) adjustments to Curve Number are needed to adapt TR-20 and TR-55 to properly model these smaller rainfall depths. Refer to the Small Storm Hydrology Guidance Document for required adjustments to curve numbers for smaller, more frequent events.*
- **Pre-settlement Condition Analysis.** Use Soil Group B, Meadow in good condition for analysis (CN=58).
- **Existing and Developed Condition Analyses.**
 - Select by appropriate cover type.
 - Select by Soil Group based on County Soil Map data for undeveloped areas and areas where developed has occurred without mass grading activities.
 - For offsite developed areas where grading or soil compaction has occurred or is planned, consider open space in such area as being in poor condition unless methods of Soil Quality Restoration have been specified and are to be field verified after construction (or was verified for past development).
 - **Urbanized Areas.** In development areas where proportions of hard surfaces can be determined, calculate CN by weighted average using “Open Space in fair condition” for open spaces unless there is or will be 8” or more of a topsoil profile and “Paved parking lots, roofs and driveways” (CN=98) for hard surface areas. (See chart below.)

Weighted Curve Numbers by Percent Impervious Area for
Urbanized Areas For Areas with 4” of top soil and 6” of
de-compaction

Percent Impervious	Soil Group A	Soil Group B	Soil Group C	Soil Group D
0%	49	69	79	84
10%	54	72	81	85
20%	59	75	83	87
30%	64	78	85	88
40%	69	81	87	90
50%	74	84	89	91
60%	78	86	90	92
70%	83	89	92	94
80%	88	92	94	95
90%	93	95	96	97
100 %	98	98	98	98

- **Single Family Residential:** The City’s research has shown that single family lots in Clive neighborhoods contain more impervious surfaces on average then the guidelines set forth in the NRCS National Engineering Handbook which is the basis for most curve number tables. Due to this, the following minimum impervious percentages must be used:
 - ¼ acre lot subdivisions - 50%
 - 1/3-acre lot subdivisions – 40%
 - ½ acre lot subdivisions – 30%

Small Storm Hydrology

Management practices that address runoff from smaller storms will either capture and infiltrate (or filter) runoff from such events, or release runoff much more slowly than under previous design methods (slow drawdown over a minimum 24-hour period). This section provides guidance information for completing calculations that address smaller storm events.

Water Quality Volume: For Central Iowa, 90% of rainfall events are smaller than or equal to 1.25" in rainfall depth. The chart below contains values for the Water Quality Volume (WQv – volume to be captured and treated by selected BMPs to remove 80% of the annual total suspended solids (TSS) load) and adjusted NRCS Curve Numbers (CN).

1. Multiply WQv value from the table by total development site area (or subarea) to determine site WQv requirements. You can also utilize the below equations, where I is the percent of impervious cover, R_v is the site runoff volume coefficient and A is the site drainage area in square feet:

$$R_v = 0.05 + 0.009(I)$$

$$\frac{WQv}{A} = \frac{[1.25(RRWW)(AA)]}{12}$$

2. Use the adjusted values for CN for any TR-55 (or TR-20) modeling of runoff from the 1.25" rainfall event.

Water Quality Treatment Volume and Adjusted NRCS Curve Numbers for Small Storms

<u>Impervious Area</u>	<u>R_v</u>	<u>WQv (per acre)</u>	<u>Adjusted CN 1.25" event</u>
		(CF)	
0%	--	--	73
5%	0.095	431	77
10%	0.140	635	80
15%	0.185	839	82
20%	0.230	1044	85
25%	0.275	1248	86
30%	0.320	1452	88
35%	0.365	1656	89
40%	0.410	1860	90
45%	0.455	2065	92
50%	0.500	2269	93
55%	0.545	2473	93
60%	0.590	2677	94
65%	0.635	2881	95
70%	0.680	3086	96
75%	0.725	3290	97
80%	0.770	3494	97
85%	0.815	3698	98
90%	0.860	3902	98
95%	0.905	4106	99
100 %	0.950	4311	99

Small Storm Hydrology (Continued)

Channel Protection Volume: The procedure listed in ISWMM Section C3-S6 (explained below) is used to determine the initial estimate of the Channel Protection Volume (CPv) or the extended detention volume required to capture and slowly release runoff from the 1-year, 24-hour storm event.

- *This type of management reduces the flashy nature of runoff from urban development sites during small storm events, reducing the potential for erosion in downstream urban stream corridors.*

Note the following items when applying the step-by-step procedure for estimating CPv:

1. Calculate the NRCS curve number and time of concentration for a given watershed or subwatershed.
2. The 1-year, 24-hour storm depth in Clive, Iowa is 2.67 inches.
3. When reviewing the output from a TR-55 (or TR-20) analysis, know the following:
 - a. If the software used to run the analysis provides total runoff volume in cubic feet, the runoff volume in inches can be calculated as below:

$$Q_a = \text{Runoff Volume (cf)} \times 12 \text{ (in/ft)} / [43,560 \text{ (sf / ac)} \times \text{Watershed Area (ac)}]$$

- b. The unit peak discharge can be calculated as below:

$$q_u = \text{Peak discharge (cfs)} / [\text{Watershed Area (sq. mi)} \times Q_a \text{ (inches)}]$$

4. Draw a line up from q_u in **Figure C3-S6-1** in Chapter 3 of ISWMM, then over to the left to find the ratio (q_o / q_i).

5. Solve for the peak release rate from the extended detention basin during a 1-year event. For this equation, q_i is the Peak discharge from the TR-55 model output (in cfs). **$q_o = (q_o / q_i) \times q_i$**

- *An alternate method to demonstrate extended detention compliance would be to show graphically that the Channel Protection Volume (Runoff Volume in cubic feet from Step 3) is not fully released until 24 hours minimum after the peak of the storm.*

6. Solve for the estimated ratio of extended detention storage required compared to the runoff volume from the study area during the storm event.

7. Solve for the estimated extended detention storage volume required. This is an estimate for initial basin sizing to be used for preliminary site design. Software packages may give results for runoff volume in either inches or cubic feet. Note the required conversions for desired volume measurement.
8. When a preliminary site design has been developed that accommodates the storage above, solve for the preliminary size of the control outlet. Note that q_o comes from Step 5, and h_o depends on the design of the basin and the depth of storage required to achieve the required extended detention volume.
9. A perforated riser pipe may be required in lieu of an orifice of 3-inches in diameter or smaller (or other means applied to prevent clogging of the basin outlet).
10. Use preliminary basin design to develop stage-storage-discharge relationships for flow routing. Then perform an actual reservoir routing calculation using appropriate software to verify that the initial design meets the release peak rate requirements (from step 5) and an extended drawdown of the basin can be observed (minimum 24-hour drawdown).

Runoff Hydrograph Determination

Introduction

Given the variety of available software packages capable of performing calculations consistent with TR-55 methodology, it is assumed that designers will rarely use techniques to manually develop runoff hydrographs in the methods described. The designer should be familiar with the basis of such calculations, and the following information should be clearly indicated in storm water drainage reports:

1. **Rainfall depths for reviewed storms** (1-, 2-, 5-, 10-, 25- 50-, and 100-year events) consistent with prescribed values for Clive, Iowa. Models for 24-hour storms should indicate that a Type-II rainfall distribution was used.
2. **Drainage maps** identifying watershed (and subwatershed) areas. Maps should show all offsite watersheds that flow into the project area as well. Flow paths and land uses for both pre- and post-development conditions should be identified.
3. **Details of calculations of time of concentration**, consistent with preferred design assumptions.
4. **Details of selected curve numbers**, and the basis of their selection consistent with preferred design assumptions.
5. For models with multiple sub-areas, where hydrographs are to be combined with or routed through downstream areas or basins; provide a **flow chart or schematic plan or map that identifies how separate hydrographs have been routed or combined**.
6. For hydrograph routing through a detention basin, pond or outlet structure, all pond details need to be included such as basin volume calculations (stage-area data) outlet structure details including weir and orifice coefficients used, peak high water levels, inflows, outflows, and storage.

Stormwater Conveyance System Design

SUDAS Design Reference: Sections 2C, 2D, 2E and 2F.

SUDAS standards should be used for stormwater conveyance design. SUDAS specifications also applies to structures and pipe materials with the following exception:

Private storm sewer systems (intakes/structures/pipes) located solely on private property may be constructed with materials other than reinforced concrete pipe, however, alternate materials shall have a documented design life expectance of at least 50 years. All private storm sewer system components shall be specified and installed in accordance with SUDAS and the manufacturer.

The following is a summary of the applicable SUDAS section and the appropriate calculations that should be included as part of the PCSWMP.

- **Section 2C. Pavement Drainage and Intake Capacity.**
 - Provide calculations regarding intake capacity and spread of flow across the street and or right-of-way.
 - Provide calculations used to determine MPEs near rear yard swales or inlets.
- **Section 2D. Storm Sewer Design.**
 - Provide calculations demonstrating that the storm sewer network will operate without being under pressure during a 5-year storm event at a minimum. The 10-year storm may be required for major streets.
- **Section 2E. Culvert Design.**
 - Provide calculations demonstrating that the capacity of any culverts meet the requirements of this section.
 - Provide any calculations used to determine MPEs in the immediate area.
- **Section 2F. Open Channel Flow.**
 - Provide details regarding cross-section, slope, selection of roughness coefficients, etc. as needed to determine depth of flow and velocity within the channel.
 - Provide long lasting erosion control such as a turf reinforcement mat for any swales exceeding 5% slope. Any stabilization measures should consider the shear stresses of the channel prior to established vegetation.
 - Provide any calculations used to determine MPEs in the immediate area

Storm Sewer Outlet Location and Protection

[SUDAS Design Reference](#): Section 7E

Storm sewer outlets are often under designed resulting in structures that are susceptible to damage due to erosion, as well as causing downstream erosion due to the concentrated flows and increased velocities.

Two variables must be considered when properly designing storm sewer outlet protection. The first variable is the slope of the outlet pipe. The steeper the pipe, the higher the velocities exiting the pipe. The final pipe run should be less than 2% wherever possible. If this is unattainable, special outlet protection may be required beyond revetment, such as a stilling basin or run-down.

The second variable to consider is the slope of the ground once the flow exits the pipe. The slope immediately following the outlet for a length determined using Figure 7E-10.03 shall be flat. The 100-year design storm shall be utilized to determine the design of outlet protection. It will not be allowed to outlet storm sewer pipes on steep slopes, even if the immediate slope is flat, as the concentrated flow can still cause erosion downstream of the outlet protection. If the pipe outlet is directly into a waterway, the invert must be at or below base flow with bank protection upstream and downstream of the outlet to account for bank erosion. Bank protection should be in accordance with the River Restoration Toolbox.

All public storm sewer outlets must be constructed in accordance with [SUDAS detail 4030.221](#).



Example of a Riprap Stilling Basin

Overland Flowage Easement Requirements

Any ephemeral drainage swales that will not be wet all the time such as those in backyards in residential subdivisions shall be designed with adequate slope to ensure positive drainage, but not too steep as to cause erosion. Typically, greater than 2% is desired. If this cannot be achieved, the swale should be tiled or contain a minimum of 12" of compost amended soil. This can be achieved by incorporating 3 inches of compost into the subsoils. This will not only prevent standing water that could breed mosquitos, but can also be designed to meet the recharge requirement outlined in the [Unified Sizing Criteria section](#).



Grass Swale with Standing Water

Best Management Practices (BMPs)

BMP Locations

All BMP's required as part of the PCSWMP shall be generally located on one parcel such that the maintenance responsibilities are not shared between multiple property owners. BMP's that benefit more than one parcel should be located on outparcels or common/association property such that the maintenance responsibilities can be clearly distributed to all of the benefitted property owners.

Multi-purpose regional stormwater management facility development is strongly encouraged whenever possible for larger storm management.

BMP Access

Proper access routes and easements for BMPs need to be established up front in the planning process. Access paths should be 8:1 maximum slope and at least 12 feet wide to accommodate potential maintenance equipment, such as excavators, vacuum trucks, etc. Where there is only one way in and out, a turnaround should also be provided.

BMP Maintenance Plan and Agreement

A detailed maintenance plan which outlines inspection and maintenance procedures to ensure the long-term function of site BMPs is required. This should be a standalone document prepared by the engineer. The plan will identify the components of the BMPs that need to be maintained, the equipment and skills necessary to maintain the components, and the frequency of the inspection/maintenance. A map showing the location of the BMPs is also required. The need for a recorded maintenance agreement with the property owner or owner's association shall be determined at the time of approval of the Site Plan/Construction Drawing. [Appendix C](#) contains an example of a maintenance agreement.

At a minimum, all BMP's shall require an annual inspection by the property owner as required per 8-4C-7 of the [Clive Code of Ordinances](#).

Sediment Forebays and other Pretreatment devices

Sediment forebays are essential to long-term maintenance and performance of proposed stormwater management BMPs and therefore shall be a required element of every BMP design. A forebay is an area near a concentrated point of discharge to a certain BMP, where stormwater flows can be slowed to an extent where heavier sediments and debris can be captured before they enter the BMP itself.

These should be located in areas where they can be accessed for maintenance and sediment (and debris) removal. This helps reduce the amount of heavy pollutants that

enter a proposed treatment practice (pollutants that could clog or otherwise negatively affect the performance or appearance of those practices).

Key design considerations:

1. Sediment forebays should be sized for a minimum of 10% of the WQv draining to the forebay.
2. **Forebays are often separated from the BMP they protect by a physical barrier** of some type (berm, spillway, gabion or revetment stone wall, etc.) that forces water entering the BMP to pool temporarily near the entrance to the facility, reducing velocities and allowing suspended materials to settle out.



Example of Wetland/Pond Forebay

3. Forebays should be located where

they can be directly accessed for maintenance. Provide a 12 feet minimum wide clear path from adjacent streets to the facility that can accommodate expected maintenance equipment (trucks, small excavators, etc.). In some cases, this may require a hard surface access path. The path should be 8:1 or flatter.

4. **A hardened bottom surface** should be considered to help avoid over-excavation during cleanout operations.
5. **Plan for sediment cleanout on a schedule appropriate for forebay:** small bioretention forebays will need to be cleaned several times a year, whereas forebays for wetlands or ponds may only need to be cleaned out every 3 – 5 years.



Rain Guardian in Need of Maintenance

Mechanical Devices

Mechanical devices such as hydrodynamic devices

and oil and water separators will generally not be permissible as stand-alone water quality treatment. Using these devices for pretreatment however is allowed and encouraged in certain situations such as gas stations.

Underground Systems

Underground systems are discouraged except where space is a constraint. On these sites, underground systems may be used for detention and water quality as long as the system has adequate third-party testing performed and the design is performed by engineers knowledgeable of the system. Proper sizing of isolator rows and other pretreatment devices, as well as a robust maintenance plan is key when using these types of systems.

Design Approaches that are not acceptable

1. **Passive detention systems:** These systems direct captured runoff through a storm sewer network to the outlet from the site. At that point, a restriction such as an orifice plate is placed, which causes water to surcharge and back up out of an intake into a surface depression for temporary storage during large storm events. This design method allows runoff from smaller storm events to leave the site directly, without the opportunity to remove suspended pollutants and debris.
2. **Low-flow flumes and directly connected impervious areas:** These systems prevent infiltration of stormwater runoff and reduce or eliminate the possibility of providing water quality treatment or small-storm management. Virtually any storm event will direct surface runoff from paved areas to the receiving storm sewer system or stream.
3. **Flow path shortcutting:** When runoff enters a basin or treatment practice at nearly the same point where it outlets from the practice, the opportunity for absorption, infiltration or treatment of stormwater runoff is severely reduced. For this reason, it is recommended that stormwater runoff enter a basin or other treatment practice as far from the outlet as possible. Pipe outlets, flumes or other points of concentrated stormwater flows should enter a treatment practice or basin at a distance from the outlet of no less than twice the width of the practice, if feasible (a pipe entering a 30' wide detention basin should be located no closer than 60' from the point where water would leave the treatment area). In a dry basin, this length can be achieved by grading a sinuous path at the bottom of the basin for low flows. In a wetland or retention basin this could be achieved with low peninsulas that increase the flow path during small storms. Please refer to [Chapter 9](#) of the ISWMM for more information.

Appendix A

Stormwater Summary Data Sheet

Location _____

Subwatershed _____ Area _____

Tributary Stream _____

Provide a separate summary sheet for each watershed.

Storm Event	Pre-settlement runoff (cfs)	Offsite runoff (cfs)	Post-development runoff (cfs)	Allowable release rate (cfs)	Post-development release rate (cfs)	High water elevation (ft.)	Volume detained (cu. ft.)
1-year							
2-year							
5-year							
10-year							
25-year							
50-year							
100-year							

Appendix B

Post-Construction Stormwater Management Plan Checklist

Y/N	Item
Report and Narrative Information	
	1. Cover sheet including project name, location, engineer and developer contact information
	2. Certification Statement from Iowa Registered PE or LA
	3. Site Characteristics
	a. Natural Resources Checklist
	b. Existing & proposed basin characteristics and flow patterns
	4. Summary of any previous studies, master plans, site constraints
	5. City of Clive Summary Data Sheet
	6. Pre-settlement conditions and runoff analysis summary
	7. Existing Conditions Summary
	8. Proposed conditions and runoff analysis summary
	9. Offsite Conditions and runoff analysis if applicable
	10. Stormwater management design summary
	a. Stormwater conveyance design and paths (storm sewer, swales, etc.)
	b. Outfall and outlet design
	c. Detention/retention basin(s)
	d. BMPs
	11. Discussion of how MPEs were established
	12. Discussion of floodplains if applicable (location, elevation, etc.)
	13. Discussion of permits anticipated
Report Appendices	
	14. Computations
	a. Runoff coefficient and/or curve number calculations
	b. Time of concentration calculations
	c. Recharge volume calculations
	d. Water Quality volume calculations
	e. Runoff Reduction volume calculations (if applicable)
	f. Channel protection volume calculations
	g. Storm system capacities and flow rates (Storm sewer, swales, street intakes, etc.)
	h. Outlet velocities and energy dissipation calculations
	i. Detention volume (Stage-area) data and outlet discharge calculations (weir, orifice, etc.)
	j. Downstream capacity calculations if applicable
	15. Connectivity Diagram
	16. Runoff and routing hydrographs
	17. Floodplain modeling if applicable
	18. Existing and Proposed Basin Map with contours and applicable existing and proposed features
Other Attachments	
	19. BMP Maintenance plan
	a. Discuss operation and maintenance aspects of the design
	b. Show recorded maintenance agreement if required
	20. Construction Drawings
	21. Soil Management Plan
	a. Geotechnical report verifying top soil conditions according to the Manual
	b. Areas identified where soils and vegetation will not be disturbed
	c. Areas of topsoil strip and stockpile
	d. If soil quality restoration (SQR) is proposed, describe method and where used
	e. Tillage depth if used
	f. Types and quantities of materials needed for SQR
	g. Methods for establishing vegetation

Appendix C

Return Document To: City Clerk, City of Clive, 1900 NW114th Street, Clive, IA 50325
Preparer:

STORM WATER MANAGEMENT FACILITY

MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT (the “Agreement”) is entered into between _____ (“Grantor”) and the City of Clive, Iowa (the “City”), in consideration for the approval by the City of the [subdivision plat/site plan/grading permit].

Grantor is obligated by the Municipal Code of the City (the “Code”) to control storm water runoff for the proposed development as a part of the [subdivision plat/site plan/grading permit] approval process. In consideration for the City’s approval of Grantor’s [subdivision plat/site plan/grading permit], the parties enter into this Agreement to control and address storm water runoff for the following described property:

[insert legal description]

(the “Benefited Property”).

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on Grantor and its heirs, successors, and assigns shall only be amended terminated, or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the Benefited Property shall be controlled through installation, construction, and maintenance of a [insert Storm Water Management Facility] (“Storm Water Management Facility”) upon, over, under, through and across the following described property:

[insert legal description for easement only]

(the “Easement Area”).

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Code
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Code. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Code, each of the current and future Benefited Property owners (individually and collectively, the “Owners”) shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. The Owners hereby consent and agree to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Code.
5. Grantor hereby covenants and agrees that Grantor is the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
8. Should Grantor fail to inspect, maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City and binding on Grantor's heirs, successors, and assigns

9. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, inspecting, repairing, grading, and maintaining the Storm

Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

10. It is the obligation of Grantor to maintain the Easement Area and the Storm Water Management Facility as set forth below. Grantor shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins and wetlands:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion. Native vegetation should not be mowed more than twice per year.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design including erosion such as sloughing and rills and repair as needed.
- e. Maintain the dam per Iowa Code.
- f. Inspect and determine the depth of the pond or basin on an annual basis.
- g. Remove any accumulated sediment from the outlet structures into the pond and remove any sediment which may accumulate greater than 12 inches in ponds or basins. Underground detention basins need to be cleaned out whenever sediment exceeds 10% of the storage volume. Forebays need to be cleaned out whenever sediment exceeds 25% of the storage volume.
- h. All repairs shall conform to the original design.
- i. Maintain the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass swale to assure the effectiveness for storm water runoff for the subdivision/site.

Bioretention and other Infiltration based Practices:

- a. If turf, mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. If planted, remove and replace dead plants as needed.
- c. Remove all trash, litter, debris or obstructions in the practice and Easement Area.
- d. Inspect and clean out pretreatment areas/forebays as needed but no less than twice per year.
- e. Weed the area as needed to maintain the desired vegetation and remove invasive plant species.
- f. Insect and repair any erosion such as rills and sloughing.

Storm water underground detention:

- a. Remove all trash, litter, debris or obstructions in the underground detention facility and any inlets or outlets located within the Easement Area.
 - b. Inspect for any defects, obstructions, or any changes in the original design including damage to the pavement above the facility and any structural defects within the facility.
 - c. Inspect the isolator rows and determine the depth of accumulated sediment on an annual basis.
 - d. Remove any accumulated sediment from the isolator rows which may accumulate greater than 3 inches.
 - e. All repairs shall conform to the original design.
 - f. Maintain the underground facility to assure the effectiveness for storm water runoff for the Benefited Property.
11. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 12. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineering Department.
 13. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineering Department.
 14. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Plan on file with the City).
 15. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineering Department.
 16. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions

placed or erected under,

over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.

17. Except as may be caused by the negligent acts or omissions from the City, its employees, agents or its representatives, the City shall not be liable for any injury or property damages occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions therefrom resulting from the City's exercise of this Easement. City expressly reserves its rights and defenses under Iowa Tort Claims Act or other similar law. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the acts or omissions of Grantor, its employees, agents, or representatives. Grantor expressly agrees to pay City's reasonable attorneys' fees, costs and expenses related to enforcement of this Agreement.
18. Grantor covenants on behalf of the Benefited Property that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor from complying with the requirements of this Agreement.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in the Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SEPARATE SIGNATURE PAGES FOLLOW.)

Dated this _____ day of _____, 202__.

[NAME]

By: _____

Its: _____
Managing Member or Authorized
Representative

STATE OF IOWA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on _____, 202__
by _____ as _____ of [NAME OF
GRANTOR COMPANY]

Notary Public in and for the State
of Iowa

My commission expires:_____

Dated this _____ day of _____, 202__.

By

John Edwards,
Mayor

ATTEST:

Matthew D. Graham, City
Clerk

STATE OF IOWA)
)

SS
CO
UN
TY
OF
PO
LK
)

On this ____ day of _____, 202__, 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 _____,
202__, 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

Dated this _____ day of _____, ~~202~~_a.

My commission expires:



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: August 8, 2024

RE: Resolution Authorizing Charging and Fueling Infrastructure Regional Grant Application

SYNOPSIS:

Staff are working with the Metropolitan Planning Organization (MPO) and multiple neighboring cities to prepare a regional grant application for the Federal Highway Administration's Charging and Fueling Infrastructure Discretionary Grant Program (CFI). Clive has identified sites at Greenbelt Landing and Clive City Hall that would work well for electric vehicle charging stations. Should the grant application be successful, the funds would help cover costs for the proposed charging infrastructure. The grant has specific requirements for the number of charging stations, capacity of those stations, and public access. It also requires a twenty percent funding match from the City. Based on cost estimates prepared by Tri-City Electric in 2023, the estimated cost of purchasing and installing the stations at Greenbelt Landing is approximately \$92,000 and \$70,632 at Clive City Hall. These estimates also reflect costs for adapting the existing electrical systems on site to support EV charging. If successful, staff could incorporate the EV charging station installation with the construction work already scheduled for Greenbelt Landing and City Hall in the next 24 months. Staff recommend approval.

Attachments:

1. Resolution authorizing charging and fueling infrastructure regional grant application 8.8.24

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF CLIVE, IOWA, TO JOIN THE REGIONAL APPLICATION FOR FUNDING FROM THE FEDERAL HIGHWAY ADMINISTRATION'S CHARGING & FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM (CFI)

Whereas, the City of Clive, Iowa, is a full member of the Des Moines Area Metropolitan Planning Organization; and

Whereas, the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

Whereas, the Des Moines Area Metropolitan Planning Organization will be submitting a joint regional application to the program based on the cumulation of each interested jurisdiction's proposed sites, and

Whereas, the City has identified potential locations for electric vehicle charging stations at Clive City Hall and Greenbelt Landing Park.

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

1. The City Council supports and approves the proposed sites for the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program to be added to the regional application funding.
2. The City Council commits to matching monies as required by the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program funding (at least a 20% match).
3. The City commits to the standards and reporting required of this funding program and will work with the Des Moines Area Metropolitan Planning Organization to collect that data.
4. The Mayor and City Clerk are hereby authorized to execute the application on behalf of the City.

PASSED AND APPROVED this ____ day of _____, 2024

CITY OF CLIVE, IOWA

By: _____

John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Grahm, City Clerk

Communications Report

January - June 2024

Communications Report

The following report tracks communications activities from January - June 2024:

- Campaigns & Highlights
- Print Products
- Earned Media
- Social Media Highlights
- Digital Marketing Platform
- Website Highlights

Campaigns

Clive PD Recruitment Campaign - Print, video, and social materials promoted the Police Chief and Police Officer openings. This resulted in an increase in applicants, web traffic to Clive's website, and video content to boost social media engagement.

FY 2024/2025 Budget - Produced the budget 4-pager with graphics to highlight property rate decreases and major projects. The budget story was shared on social media, the website, Mayor's State of the City address, and the monthly newsletter.

Online Bill Pay - Promoted the Xpress Bill Pay service for approximately 6,800 utility customers. The communications team designed graphics, newsletter materials, Clive Fest marketing materials, and a customer letter. The campaign reached the goal of getting 40% of customers enrolled in paperless billing, which helps the city reduce costs with paper bill production

Campaigns

Stonegate Park - Promoted the playground vote and ribbon cutting. Distributed information on the website, newsletter, press release, and social media. Resulted in an attendance of 100+ people and news coverage.

Water Line Survey Campaign - Informational campaign directed at 3,500 Clive residents and businesses as part of the national lead service line survey. The information has been shared via mailings, the website, and monthly newsletters.

Resident Survey - Distributed multiple mail pieces to 3,000 randomly selected households with about 4% of mailed participants returned as undeliverable. Encouraged open participation on digital and print platforms. 433 completed the survey, providing an overall response rate of 15%.

Campaigns

Tree Debris Cleanup - Distributed press release, tree debris graphic, and website content to inform residents about the east side tree debris pick up.

Clive Streets - Supported communications for various street infrastructure projects.

- Little Walnut Creek Sanitary Sewer Project - Postcards to 1,200 residents, public meeting materials, and website content.
- Alice's Road - Postcards to 1,800 residents, public meeting materials, and website content.
- Country Club Neighborhoods - Virtual meeting, website content.
- Photo and video documentation - Collected visual documentation from ongoing projects.

Highlights

Google Analytics - All websites were reconnected to Google Analytics.

Facebook Reels - Utilize the short-form video format to boost reach in Facebook's algorithm.

Greenbelt Goats Instagram Page - Enhance Clive's storytelling around its care for natural spaces.

Newsletter Production - Moved newsletter design in-house and utilized a new vendor to print the newsletter in color. Production costs decreased.

HR Recruitment - Assisted the HR team with promotional materials, ad designs and copy, and paid ads to boost visibility for job openings.

Next Steps

Mass Notification System

- Platform for text notifications.

Digital Newsletter Decision

- Platform for electronic newsletters.

Website Redesign Decision

- Planning and development would start in 2025.

Recreation Programming Decision

- Upgrade recreation program (Sportsmans) to Civic.

Communication Policy

- Formal policy outlining communications and social media use.

Communications Guide

- Toolkit to support department communications.

Print Products

Recruiting Materials - Print/digital flyers.

Public Works Letters - Sent to residents impacted by major projects.

Postcards - Water Line Survey (7,000+), Alice's Road Meeting (1,800), Little Walnut Creek (1,200).

Newsletter - Print (4,300/month) and digital (2,000+/month).

Online Bill Pay - Customer letter, flyers, and graphics.

Earned Media

(January - June 2024)

Media Coverage:

- Clive joins CIWW
- Greenbelt fireworks fire (March)
- 2024/25 Budget and Tax Rate
- City Council approves \$300K playground project
- Stonegate Park reopens
- Tree Debris Pickup
- Spotlights on Clive Recreation

Social Media Analytics

- City of Clive
- Clive Police Department
- Clive Fire Department
- Clive Parks & Recreation
- Clive Public Library

Facebook

3,710

FOLLOWERS

LinkedIn

659

FOLLOWERS

Instagram

104

FOLLOWERS

CITY OF CLIVE

HIGHLIGHTS

- Overall reach and engagement increased compared to the previous 6 months.
- Content interaction went up (i.e. liking, sharing, or commenting on posts). However, there is still room to grow here.
- Incorporated more video reels to get into the Facebook algorithm.

Clive Snapshot (March 1-31, 2024)

Impressions ⓘ

197K ↑ 134.5%

Reach ⓘ

51.5K ↑ 107.1%

Content interactions ⓘ

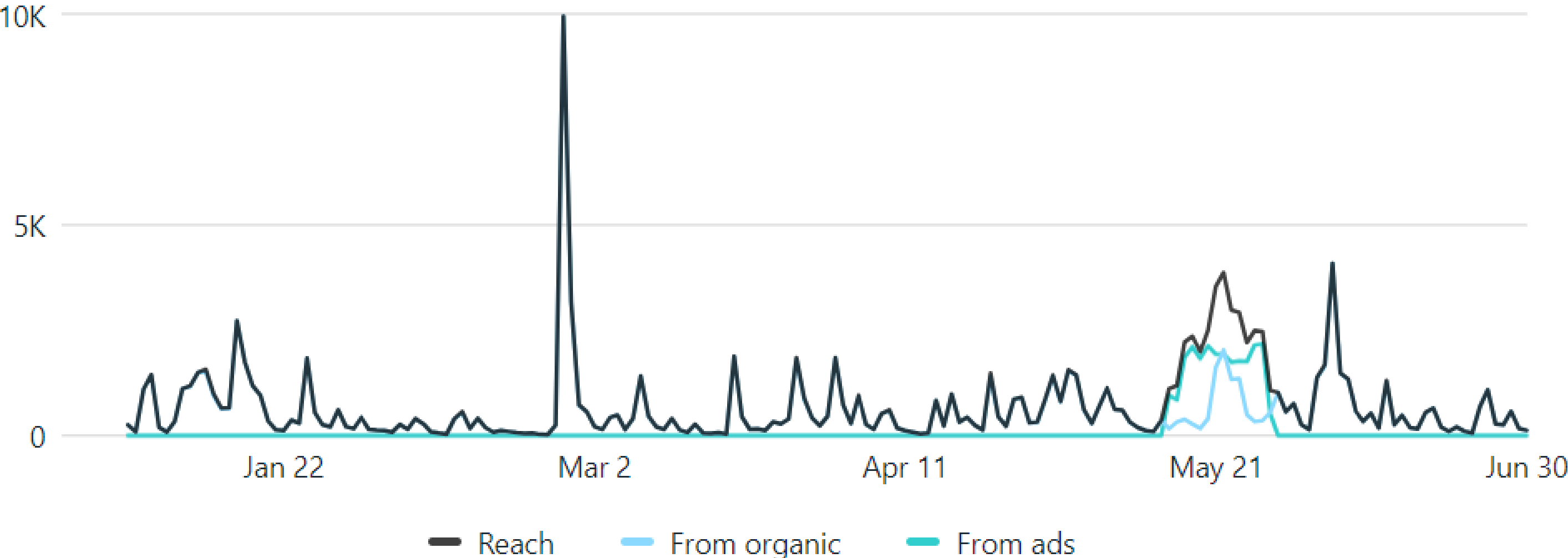
2.9K ↑ 641.1%

Followers ⓘ

Lifetime
3.8K

Link clicks ⓘ

1.2K ↑ 267.8%



Reach breakdown

Total

51,512 ↑ 107.1%

From organic

41,315 ↑ 66.1%

From ads

12,035 ↑ 100%

TOP POSTS



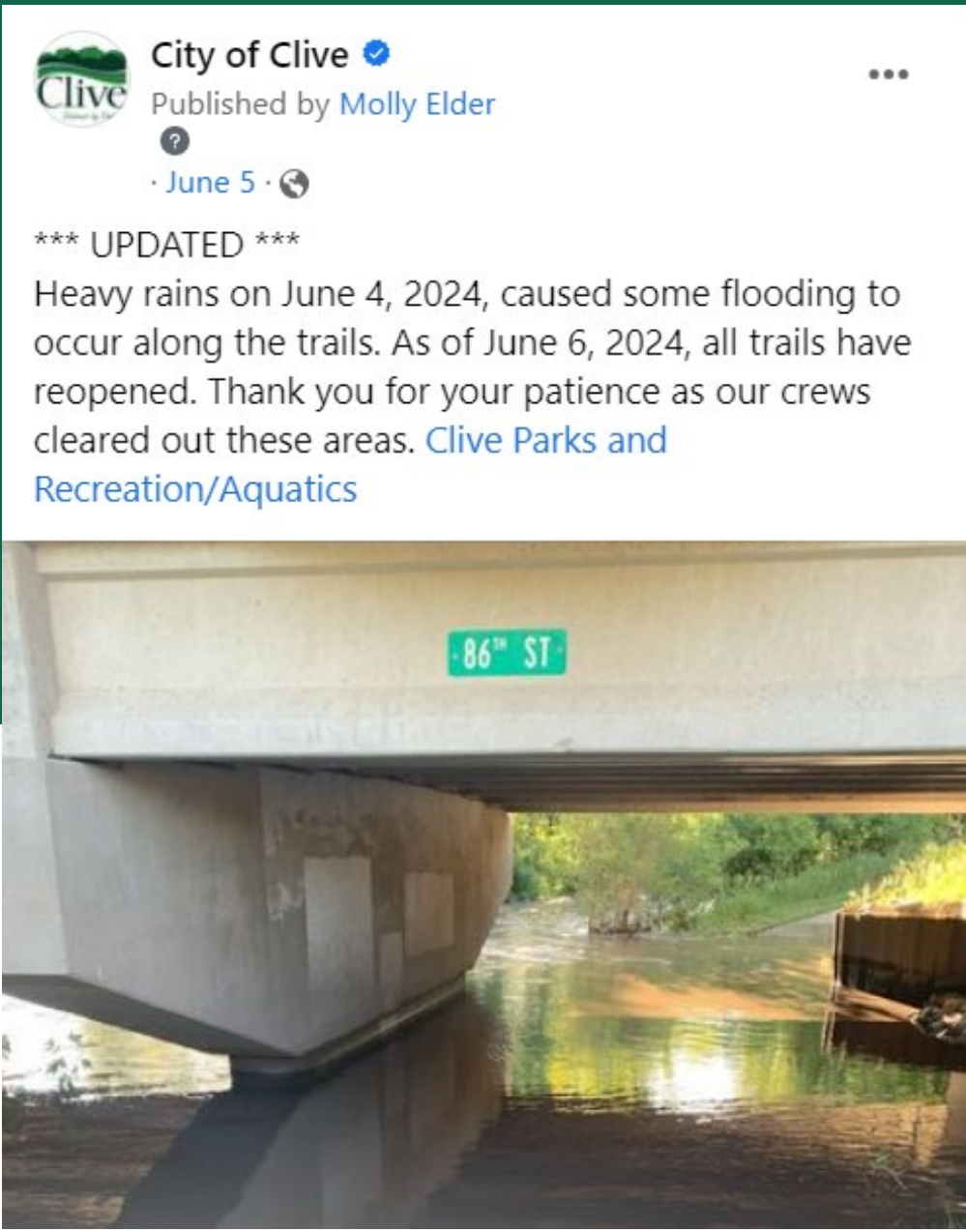
UTILITY WORK ON SWANSON BLVD

Reach: 13,621
Engagement: 72



PUBLIC WORKS THANK YOU

Reach: 5,550
Engagement: 582



FLOODED PATH - 86TH ST

Reach: 5,274
Engagement: 420

REELS

Overview

Reach ⓘ	Impressions ⓘ	Interactions ⓘ	Link clicks ⓘ
1,273	1,358	117	--
Higher than typical	Typical	Higher than typical	

Reach

Plays and minutes viewed

Plays ⓘ	Average minutes viewed ⓘ	Minutes viewed ⓘ
2,859	0:08	288
Higher than typical	Typical	Higher than typical

Interactions ⓘ

Reactions ⓘ	Comments ⓘ	Shares ⓘ	Saves ⓘ
100	5	11	1
Higher than typical	Higher than typical	Higher than typical	Higher than typical

Feed preview



City of Clive

Published by Molly Elder

June 6

...

★ The baby goats are here! ★ These two goats were born yesterday and there are more to come. Welcome to the herd, little ones! 🐐



REELS

Overview

Reach ⓘ

889

Typical

Impressions ⓘ

919

Typical

Interactions ⓘ

46

Higher than typical

Link clicks ⓘ

--

Reach

Plays and minutes viewed

Plays ⓘ

1,721

Higher than typical

Average minutes viewed ⓘ

0:09

Higher than typical

Minutes viewed ⓘ

205

Higher than typical

Interactions ⓘ

Reactions ⓘ

34

Higher than typical

Comments ⓘ

3

Higher than typical

Shares ⓘ

9

Higher than typical

Saves ⓘ

0

Typical

Feed preview

City of Clive

Published by Molly Elder

February 14

There's a lot to love about the Greenbelt Goats! During the warmer months, they help manage invasive plant species along the Greenbelt trail, supporting trees, shrubs, flowers, and wildlife. Although they are not grazing on the trails right now, they enjoy the off-season at their paddock next to City Hall.

Greenbelt Goats



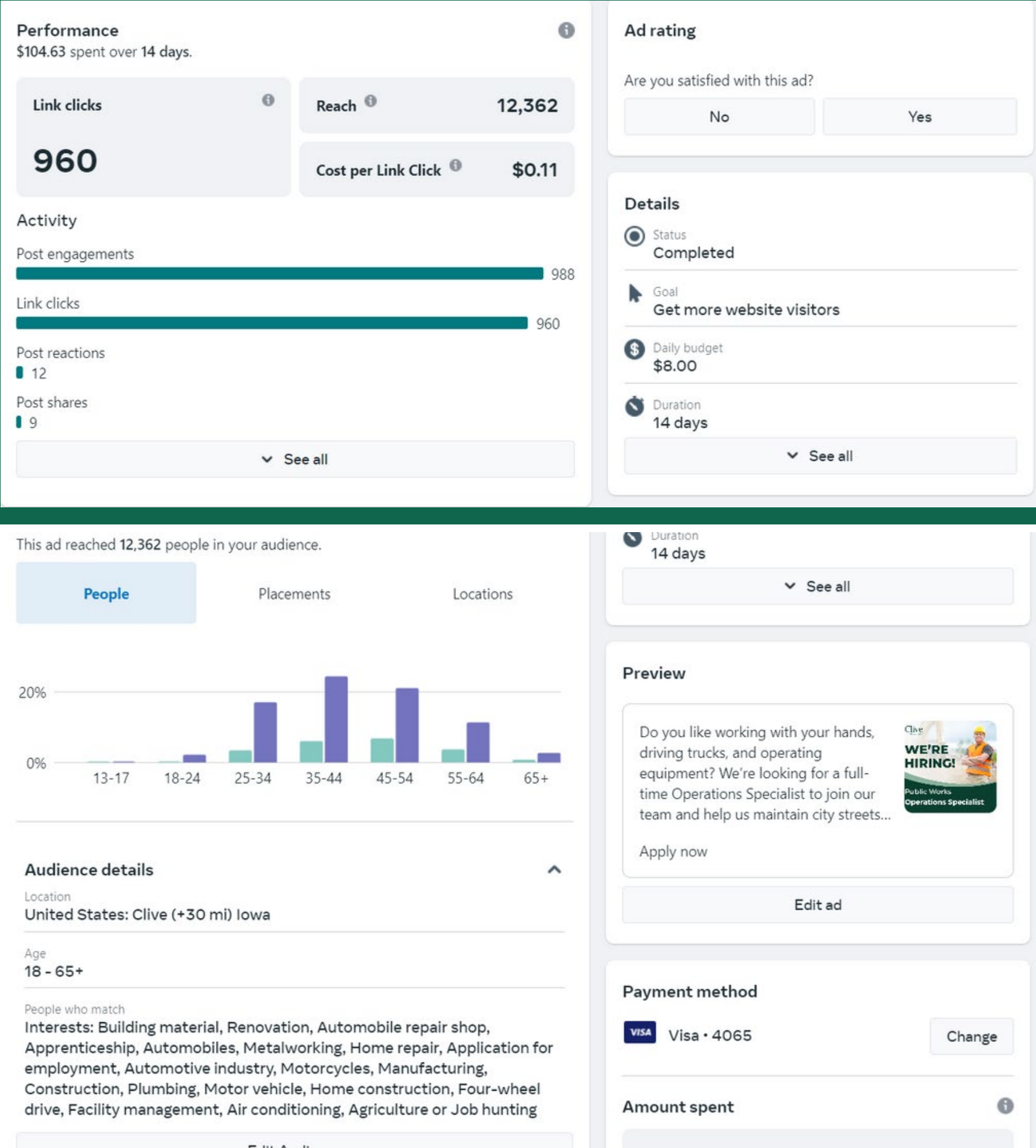
FACEBOOK ADS



Facebook ad for the Public Works Specialist position (May 2024):

- Ad targeted interests and geographic location.
- Generated significant web traffic to the job posting.
- Public Works team received quality applications for a hard-to-fill position, resulting in two hires.

Note: This ad ran again in July to fill a third specialist position.



Facebook

10,878

FOLLOWERS

CLIVE POLICE DEPARTMENT

HIGHLIGHTS

- Weekly themes perform well (i.e. “Way Back Wednesday” and “Traffic Safety Tuesday”). The topics are engaging because they impact residents in some way.
- Community alerts (like a missing child alert) reach a large audience because they are widely shared.
- The PD account had the largest reach (about 450,000) in the last 6 months compared to other accounts.

PD Snapshot (March 1-31, 2024)

Impressions ⓘ

1M ↑ 89.7%

Reach ⓘ

451.9K ↑ 194%

Content interactions ⓘ

15.3K ↑ 47.8%

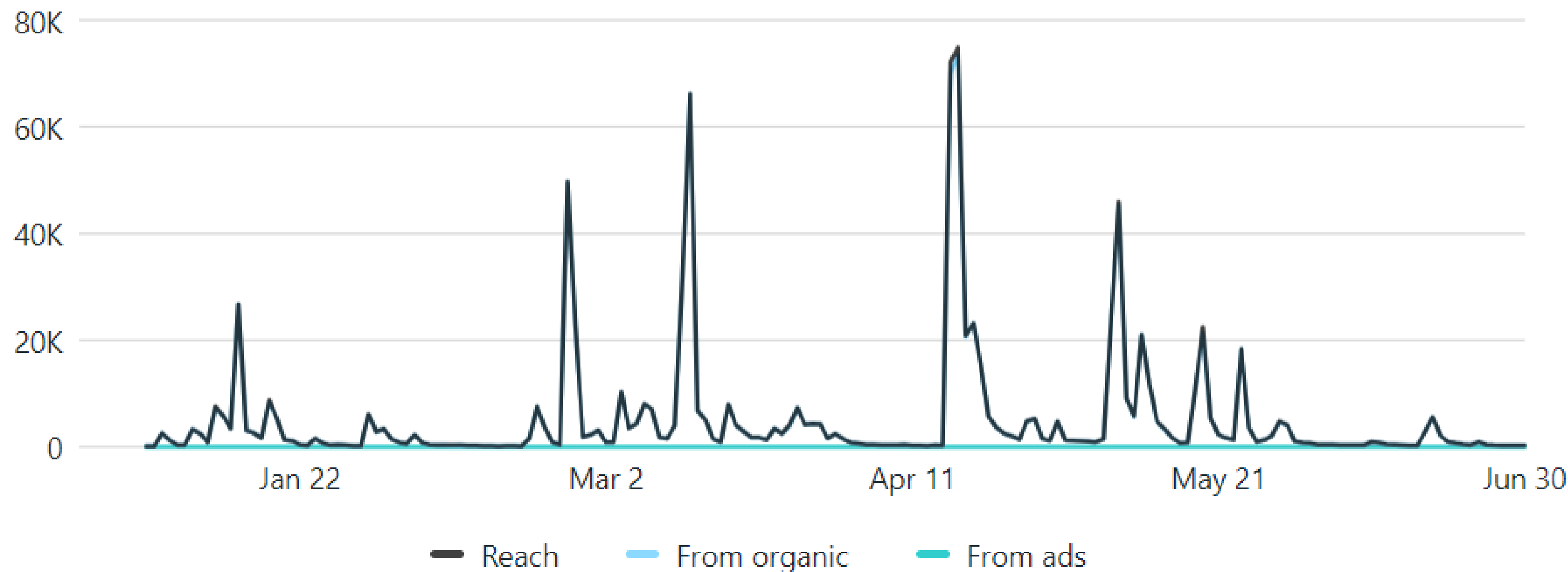
Followers ⓘ

Lifetime

10.9K

Link clicks ⓘ

316 ↓ 85.1%



Reach breakdown

Total

451,900 ↑ 194%

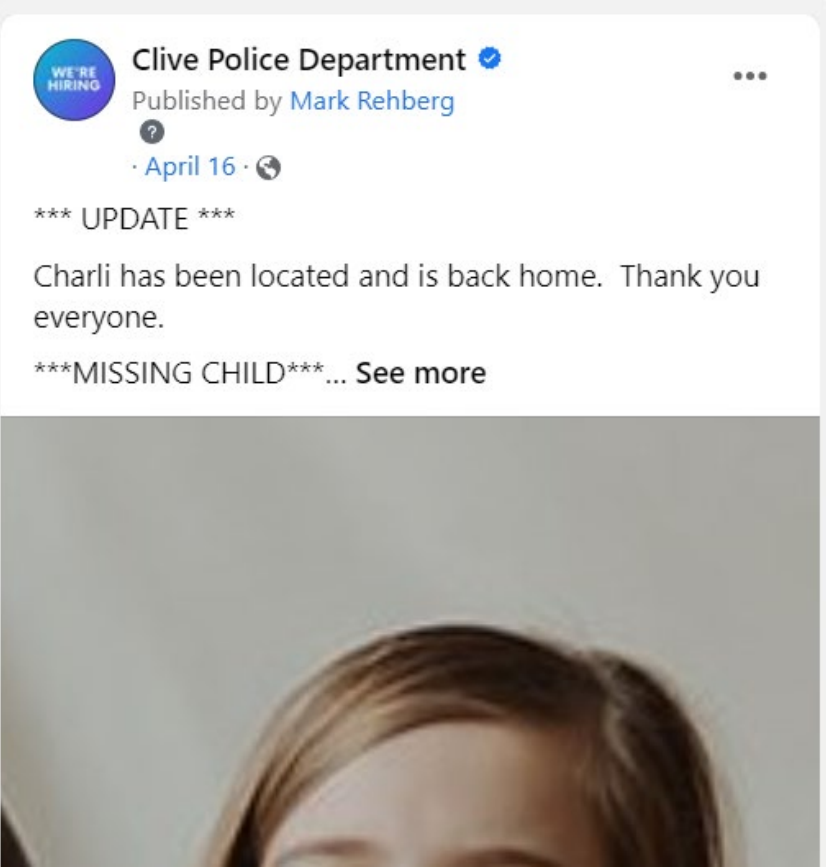
From organic

451,900 ↑ 195.1%

From ads

0 0%

TOP POSTS



MISSING CHILD ALERT & FOUND UPDATE

Reach: 189,823
Engagement: 16,122



TRAFFIC SAFETY TUESDAY

Reach: 96,353
Engagement: 4,550



RAINBOW AFTER THE STORM

Reach: 86,772
Engagement: 2,566

VIDEO CAMPAIGN

HIGHLIGHTS

- Multiple videos (Facebook Reels and Mission Video) were published as part of the Police Department's recruiting efforts in March.
- The videos expand our storytelling capabilities and help boost visibility in Facebook's algorithm.

REELS

“MAKE CAREER GAINS”



Viewer activity
How the post has performed since being published.

People reached	Plays	Average minutes...	Minutes viewed
1.8K	4K	0:11	531

Audience engagement
How people have engaged with the post.

Likes	Comments	Shares
90	12	6

“OPPORTUNITY TO STAND OUT”

Viewer activity How the post has performed since being published.			
People reached	Plays	Average minutes...	Minutes viewed
2K	3K	0:10	403
Audience engagement How people have engaged with the post.			
Likes	Comments	Shares	
55	1	1	



“TEAM - COMMUNITY - SERVICE”



Viewer activity
How the post has performed since being published.

People reached	Plays	Average minutes...	Minutes viewed
1.4K	2.5K	0:08	266

Audience engagement
How people have engaged with the post.

Likes	Comments	Shares
68	5	4

YOUTUBE

CLIVE
POLICE DEPARTMENT

JOIN OUR TEAM



Clive PD Mission Video

- Views: 802
- Total watch 20.4 hours
- Average view time per user: 1:31 minutes

Note: The video is 2:29 minutes. The average viewing time is very good.

*Data recorded between March 4 - May 1, 2024.

Facebook

5,956

FOLLOWERS

Instagram

120

FOLLOWERS

CLIVE FIRE DEPARTMENT

HIGHLIGHTS

- Overall reach and engagement decreased compared to the previous 6 months (July-December 2023).
- The decrease in reach and engagement could be due to a fewer posts compared to the previous 6 months.
- Posts with photos of staff generate more engagement.

FD Snapshot (March 1-31, 2024)

Impressions ⓘ

147.2K ↓ 44.2%

Reach ⓘ

33.9K ↓ 57.5%

Content interactions ⓘ

2.5K ↓ 61.5%

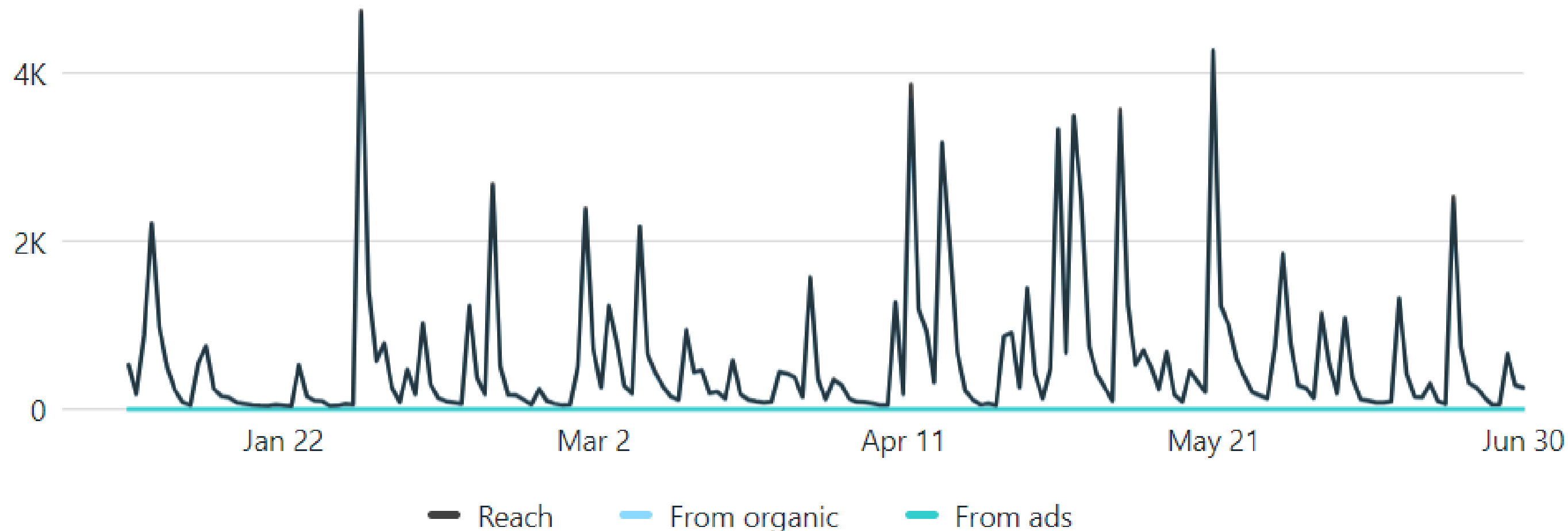
Followers ⓘ

Lifetime

6K

Link clicks ⓘ

112 ↓ 78.8%



Reach breakdown

Total

33,912 ↓ 57.5%

From organic

33,912 ↓ 56.9%

From ads

0 0%

TOP POSTS



Clive (Iowa) Fire Department

Published by Molly Elder

February 1

...

We're breaking the ice for a real-world scenario! Earlier this week, the Clive Fire Department partnered with the Urbandale and Waukee Fire Departments to conduct ice rescue training at Schuler Pond in Clive. The teams donned protective suits to respond to a scenario where they had to remove a person from an icy pond and pull them to safety. They practiced self-rescue skills for exiting the water with ice rescue techniques and equipment.

Thank you to the [Urbandale Fire De...](#) See more



ICE RESCUE TRAINING

Reach: 7,986

Engagement: 1,217



Clive (Iowa) Fire Department

Published by Abbey Mease

May 9

...

Three members of the department were recognized for 10 years of service. Thank you for all that you do!



STAFF MILESTONES

Reach: 6,254

Engagement: 360



Clive (Iowa) Fire Department

Published by Blake Boyle

April 12

...

STRUCTURE FIRE PRESS RELEASE



STRUCTURE FIRE RELEASE

Reach: 5,788

Engagement: 1,487

Facebook

7,149

FOLLOWERS

Instagram

1,614

FOLLOWERS

CLIVE PARKS & REC

HIGHLIGHTS

- Overall reach and engagement rates increased from the previous 6 months (July-December 2023)
- The highest performing posts had photos from specific events and programs. Most of the posts are flyers with program announcements. A key recommendation is to post more event/program photos to balance out the use of flyers.

Parks & Rec Snapshot (March 1-31, 2024)

Impressions ⓘ

443.6K ↑ 35%

Reach ⓘ

136.1K ↑ 168.5%

Content interactions ⓘ

3.6K ↑ 50%

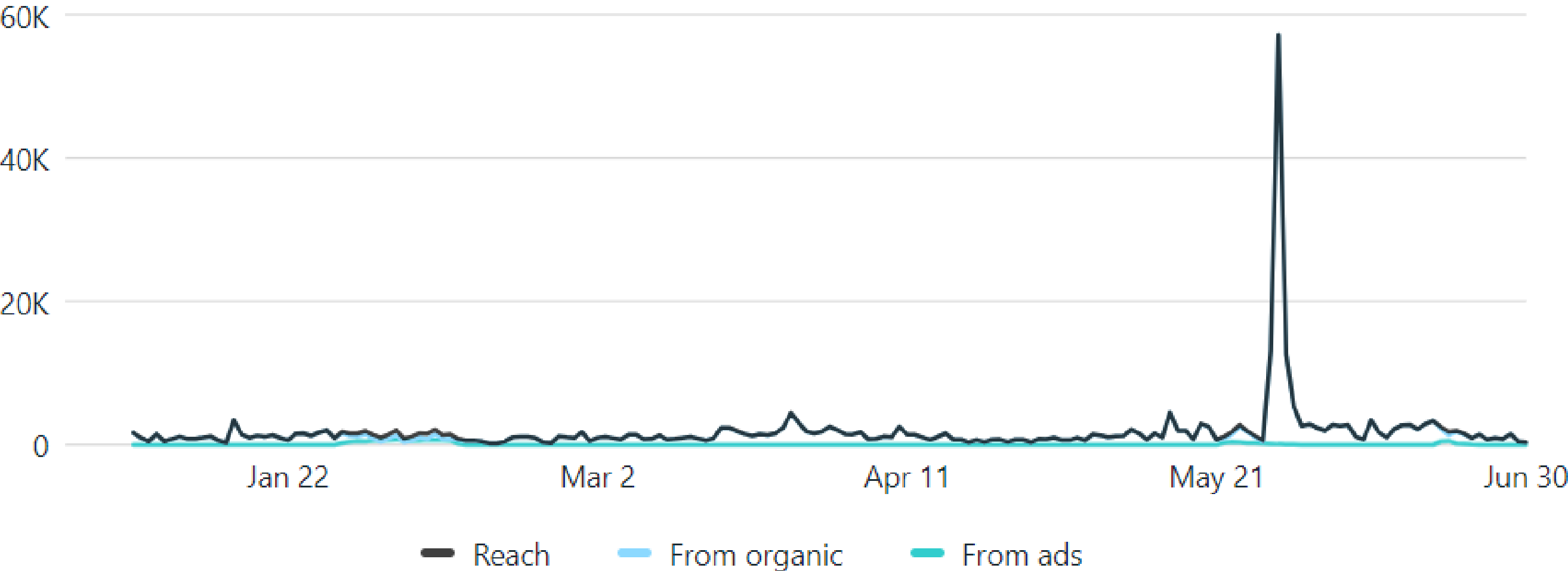
Followers ⓘ

Lifetime

7.1K

Link clicks ⓘ

1.7K ↓ 17.3%



Reach breakdown

Total

136,095 ↑ 168.5%

From organic

134,963 ↑ 215.9%

From ads

6,409 ↓ 52.1%

TOP POSTS



STONEGATE PARK

Reach: 89,957
Engagement: 4,353



AQUATIC CENTER VIDEO

Reach: 7,882
Engagement: 179



UPGRADES AT REC AREA

Reach: 6,000
Engagement: 446

Facebook

3,197

FOLLOWERS

Instagram

1,004

FOLLOWERS

CLIVE PUBLIC LIBRARY

HIGHLIGHTS

- Overall reach and engagement decreased when compared to the previous 6 months (July-December 2023). This is likely because content is posted less frequently.
- Photos of people at library events generated more engagement compared to other top-performing posts.
- The pages need more photos/videos about people and programs to balance out the use of event flyers.

Library Snapshot (March 1-31, 2024)

Impressions ⓘ

115.9K ↓ 42.8%

Reach ⓘ

29K ↓ 67.1%

Content interactions ⓘ

1K ↓ 76.7%

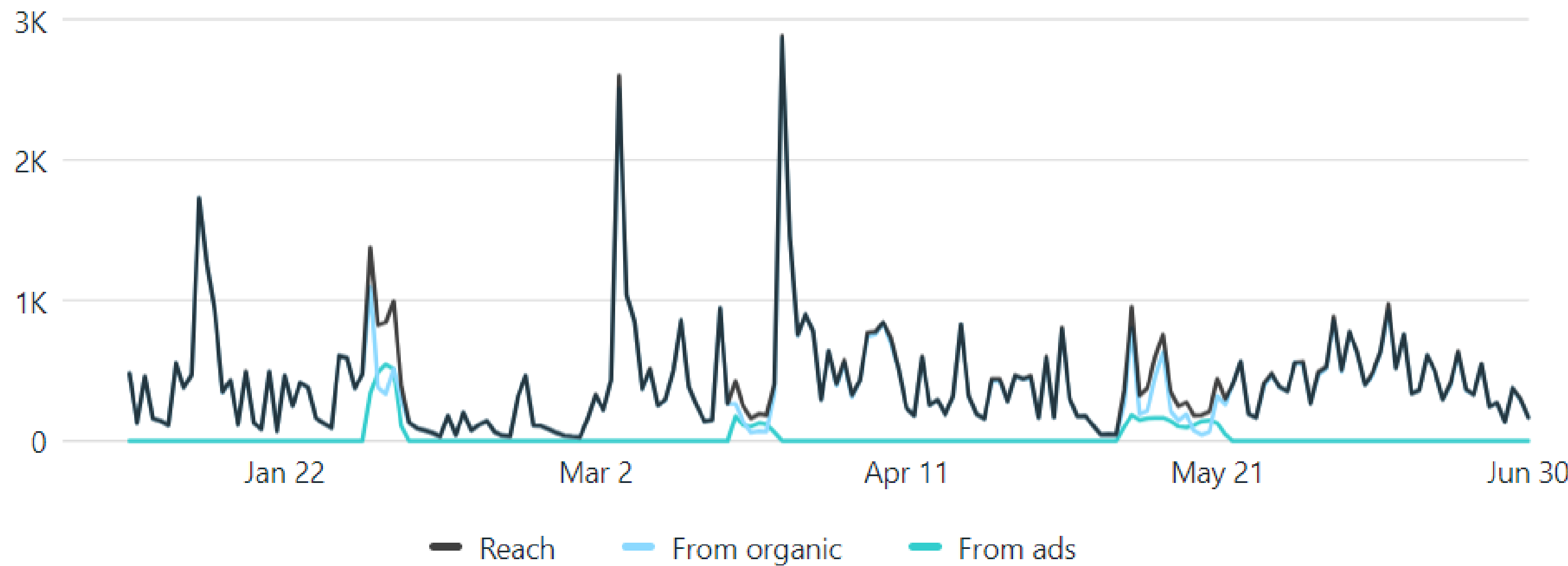
Followers ⓘ

Lifetime

3.2K

Link clicks ⓘ

425 ↑ 48.1%



Reach breakdown

Total

28,992 ↓ 67.1%

From organic

27,035 ↓ 69.3%

From ads

2,761 ↑ 32.8%

TOP POSTS



EVENT COVER PHOTO

Reach: 5,153
Engagement: 34



CLIVE CREATIONS

Reach: 3,745
Engagement: 311



ECLIPSE SAFETY

Reach: 1,345
Engagement: 47

Digital Marketing Platform

Combined data in Constant Contact:

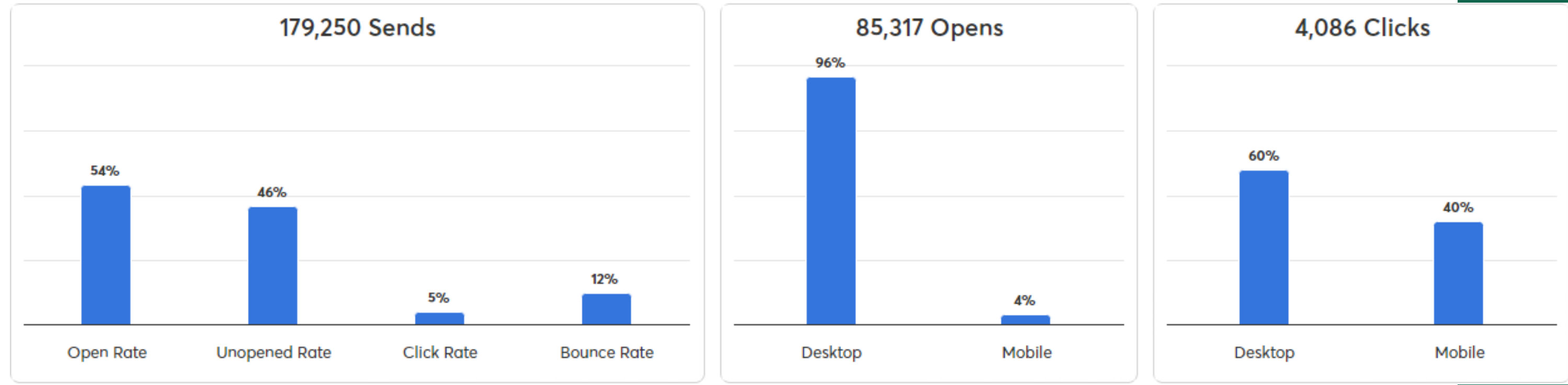
- Clive Parks & Recreation
- Clive Public Library

Email Newsletters - Leisure Services

17,346

Subscribers

Overview - January - June 2024



Note: The average **Open Rate** (54%) is very good compared to the industry average (41%). However, the average **Click Rate** (5%) is lower than the industry average (7%).

Email Newsletters - Leisure Services

Top Performing Newsletter based on Click-through Rate

“February/March 2024 P&R”

Sent

10867

Open Rate

55.8%

Click Rate

5.2%

Opens 5391

Sent 10867

Bounces 1199

Successful Deliveries 9668

Desktop Open Percentage 94.4%

Clicks 501

Did Not Open	4277
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Unsubscribed	14
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Spam Reports 0

Mobile Open Percentage 5.6%

Website Analytics

- City of Clive
- Clive Parks & Recreation
- Clive Public Library

Website Data Notes:

- User traffic numbers include repeat users that clear caches and/or use additional devices.
- The user traffic data also reflects city staff using the site.
- Direct traffic - When information about the referral search is not available. (i.e. The website was likely accessed from PDF links, other websites, etc.)
- Organic Search - When the website is accessed through a search engine (i.e. Google, Bing, etc.).
- Data streams started in mid-February. It will take a few months to get a better picture of average web traffic.

City of Clive

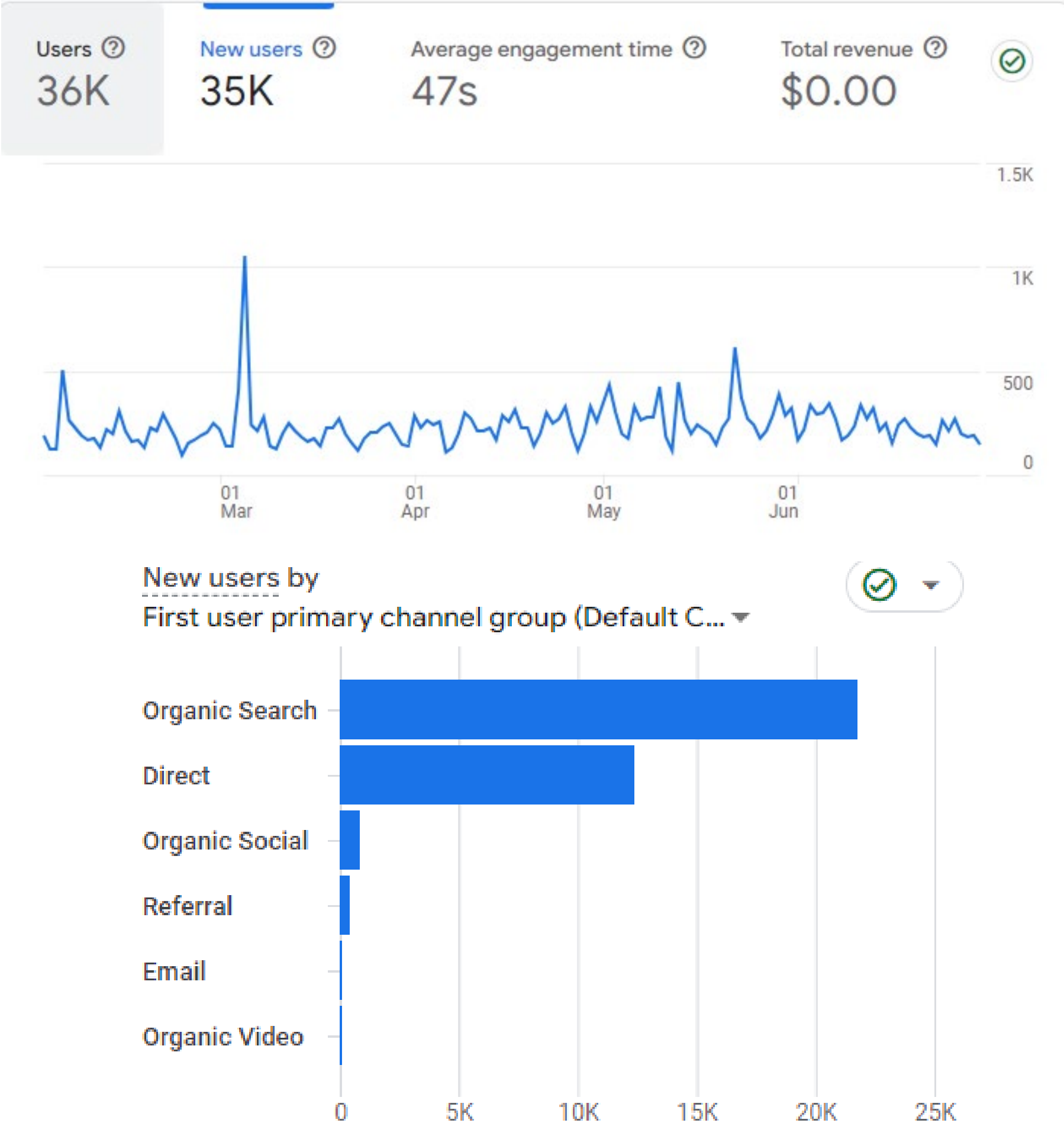
OVERVIEW

- Average amount of monthly users range between 6,500-7,800 since data collection started in February.
- The Clive Careers and Police Department pages were in the top five most-visited pages. Note: The Police Department campaign went through the month of March.
- The majority of users are accessing the website from a mobile device.
- The Mayor's Clean Up and the NW 114th Street Project pages were among the top 10 most visited pages.

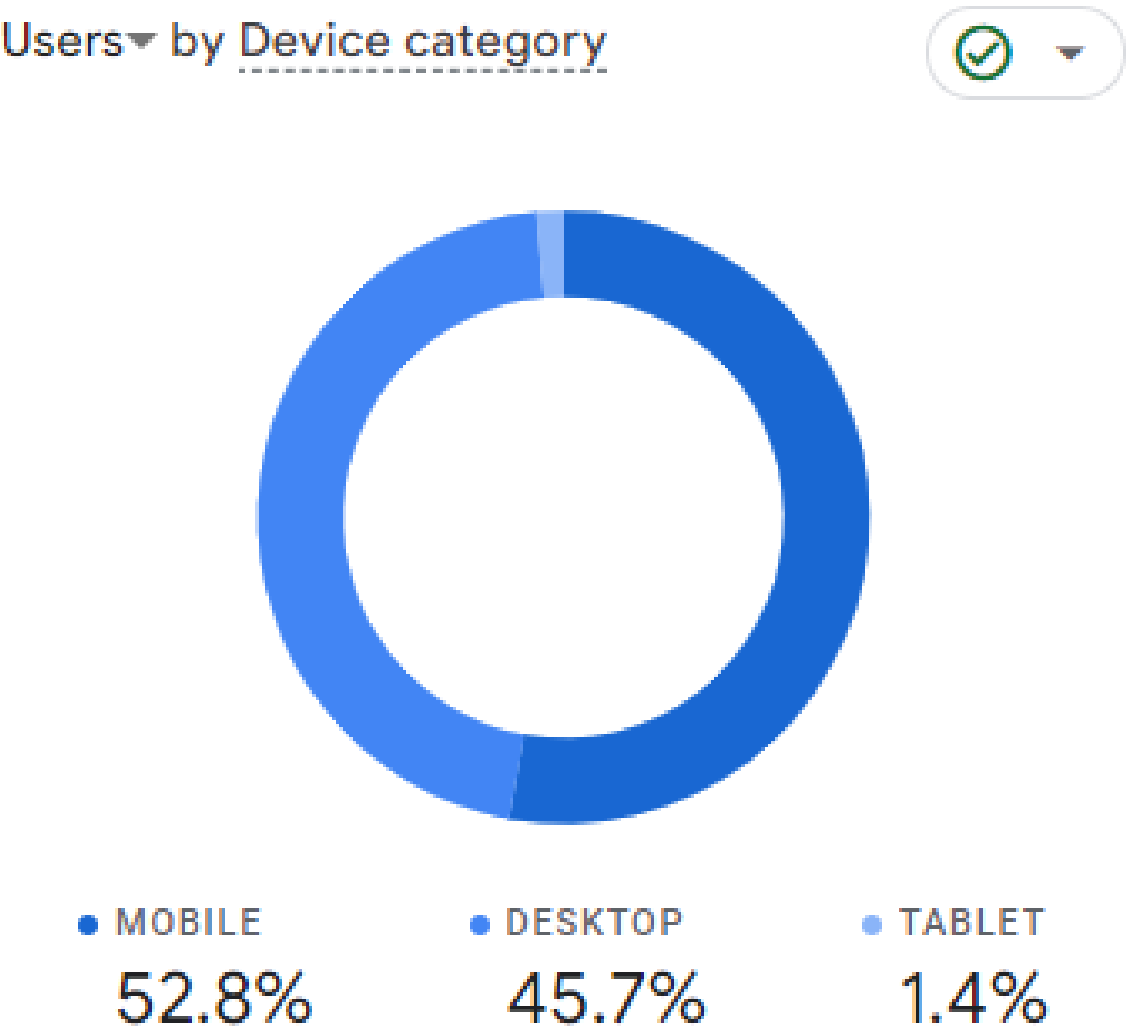
TOP PAGES FEBRUARY - JUNE 2024

www.cityofclive.com

Landing page		↓ Sessions	Users	New users	Average engagement time per session
		↓			
		56,020	35,525	35,378	29s
		100% of total	100% of total	100% of total	Avg 0%
1	/ Home Page	16,178	11,022	10,378	35s
2	(not set) Miscellaneous	3,744	2,156	0	8s
3	/connect/city_manger_s_office/administrative_services/clive_careers.php	2,622	1,755	1,629	9s
4	/how_do_i/pay_for/utility_bill_online.php	1,514	998	916	18s
5	/services/public_safety/police/index.php	1,509	1,278	1,198	52s
6	/news_detail_T14_R128.php Mayor's Spring Clean Up - News Story	1,336	1,125	1,042	33s
7	/connect/city_manger_s_office/administrative_services/corrugated_cardboard/garbage___recycling.php	1,271	1,017	930	28s
8	/services/jobs/index.php	1,035	777	699	9s
9	/project_detail_T51_R1069.php NW 114th Street Construction - Project Page	919	831	779	17s
10	/services/residents/permits_and_licenses.php	802	509	410	37s



- Total users between Feb - June 2024. Includes the user traffic numbers with repeat users that clear caches and/or use additional devices.
- Spike in web traffic on March 5, 2024. This is a day after the PD recruitment campaign began.
- Average monthly users range 7,000-9,600.



Parks & Recreation

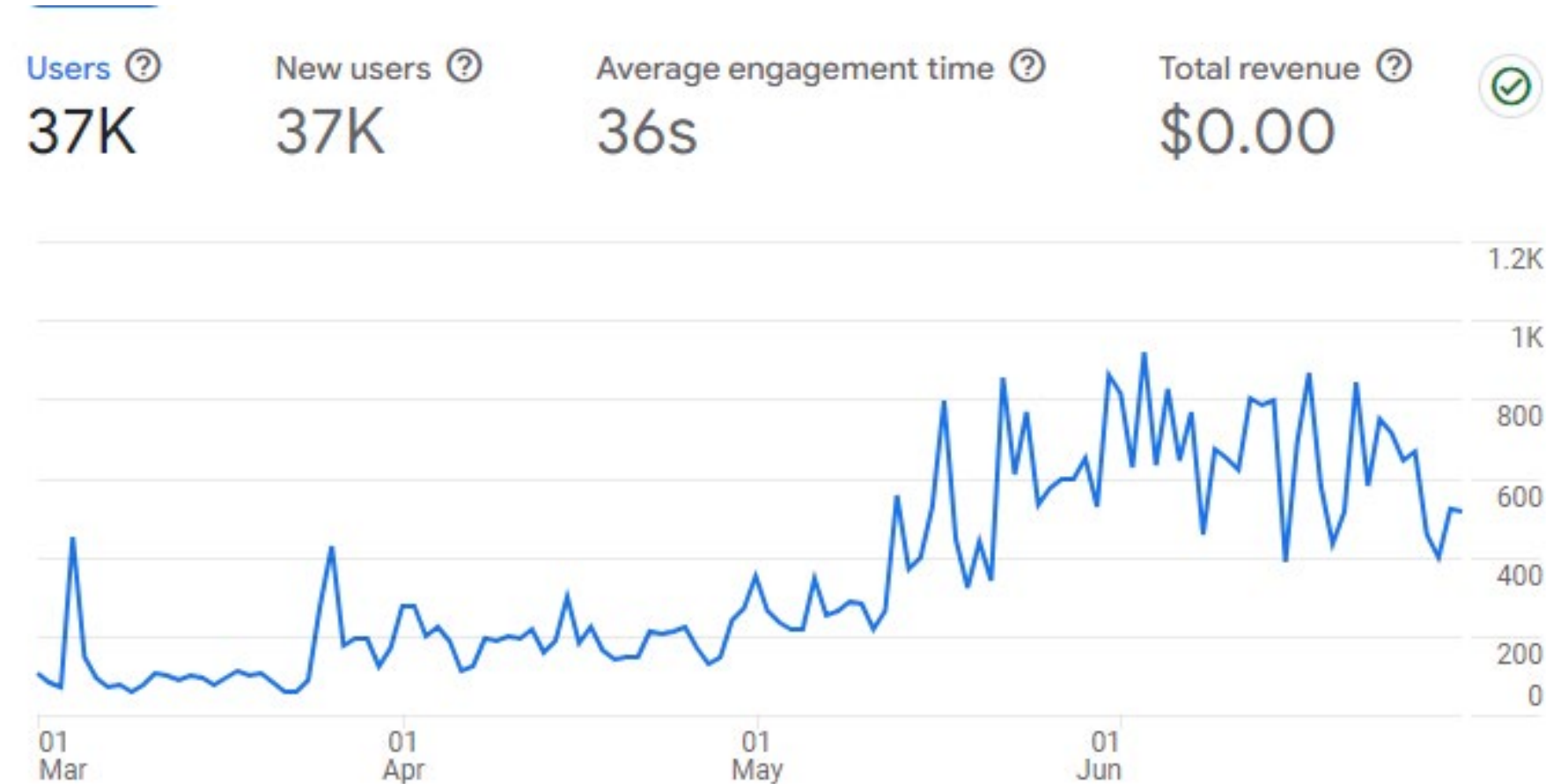
OVERVIEW

- Web traffic increased during summer months.
- The majority of users (71%) are accessing the website from a mobile device.
- The Aquatic Center, Program Calendar, Food Truck Fridays, and Clive Festival were among the most-visited pages.
- Data streams started in mid-February.

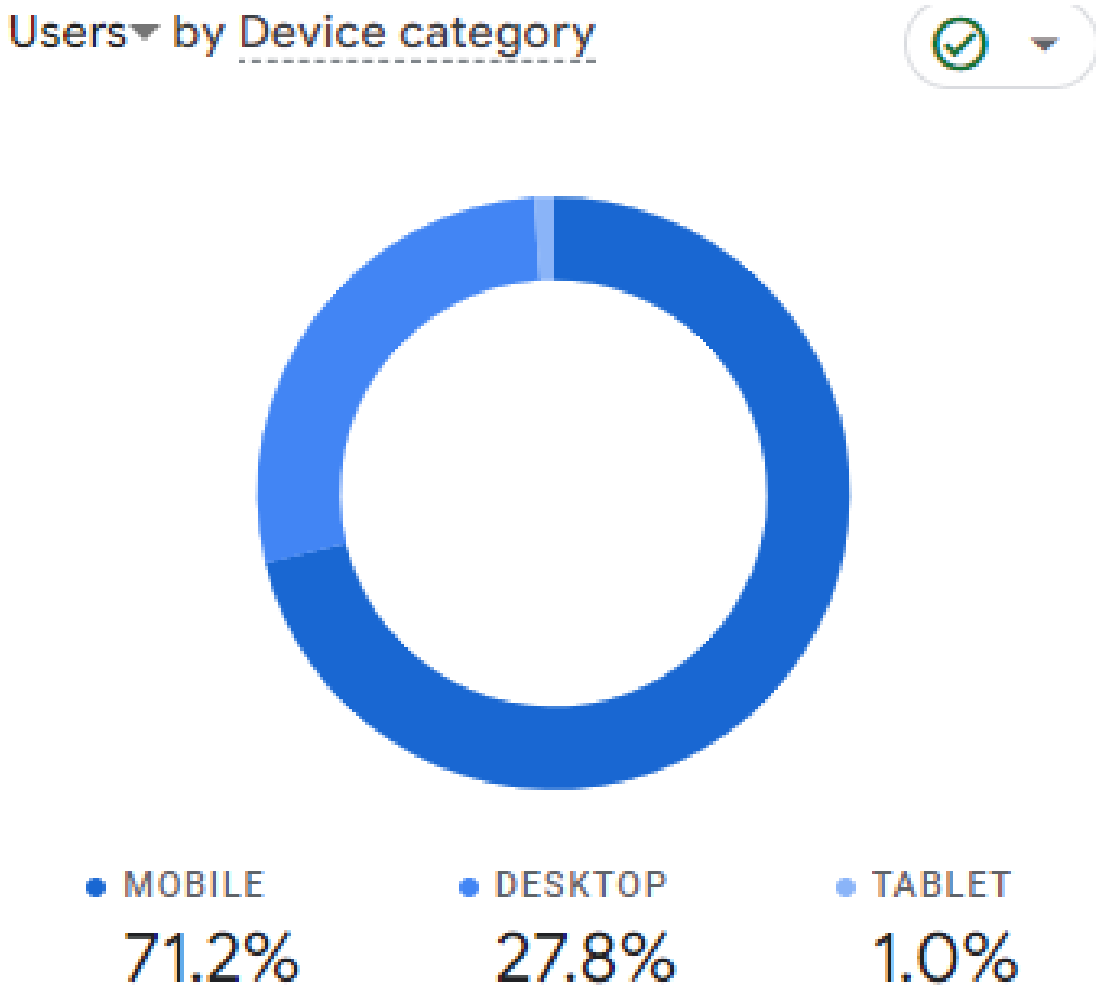
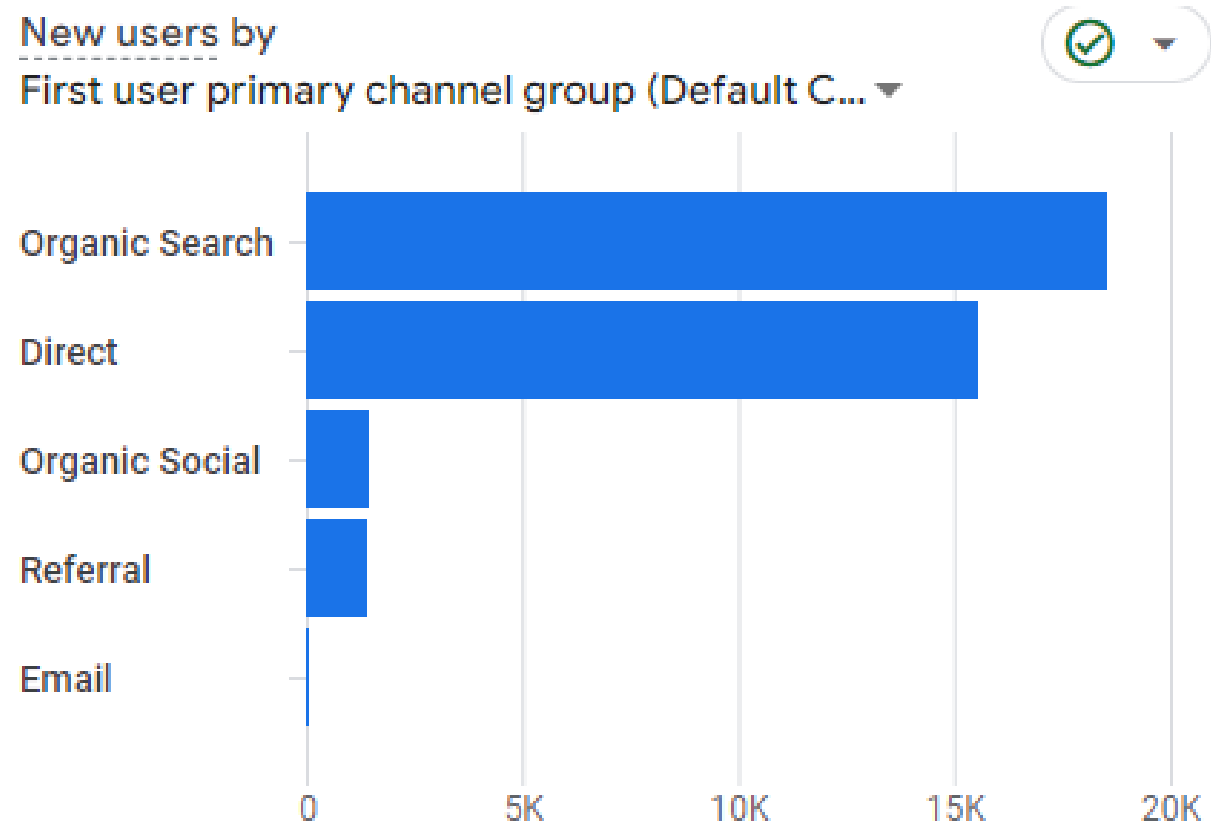
TOP PAGES

www.cityofclive.com/parksandrecreation

	Landing page	+	↓ Sessions	Users	New users	Average engagement time per session
			59,811 100% of total	37,059 100% of total	36,938 100% of total	22s Avg 0%
1	/parkandrecreation/aquatic_center/index.php		15,818	11,908	11,040	34s
2	/parkandrecreation/calendar_mini.php		10,827	7,291	6,988	8s
3	/parkandrecreation/aquatic_center/about.php		4,625	3,184	1,931	21s
4	/parkandrecreation		3,974	3,017	2,672	22s
5	/parkandrecreation/programs_and_events/food_truck_fridays/index.php		3,882	2,749	2,629	16s
6	(not set) Miscellaneous		3,084	2,158	0	10s
7	/parkandrecreation/aquatic_center/season_passes.php		1,988	1,537	1,311	40s
8	/parkandrecreation/programs_and_events/recreational_programs/index.php		1,695	1,312	1,193	14s
9	/parkandrecreation/programs_and_events/clive_festival.php		1,477	1,255	1,157	28s
10	/parkandrecreation/parks/campbell_recreation_area.php		1,096	945	881	21s



- Total users between March - June 2024. Includes the user traffic numbers with repeat users that clear caches and/or use additional devices.
- Average monthly users range 3,700-17,000. (See seasonal shifts in web traffic.)



Library

OVERVIEW

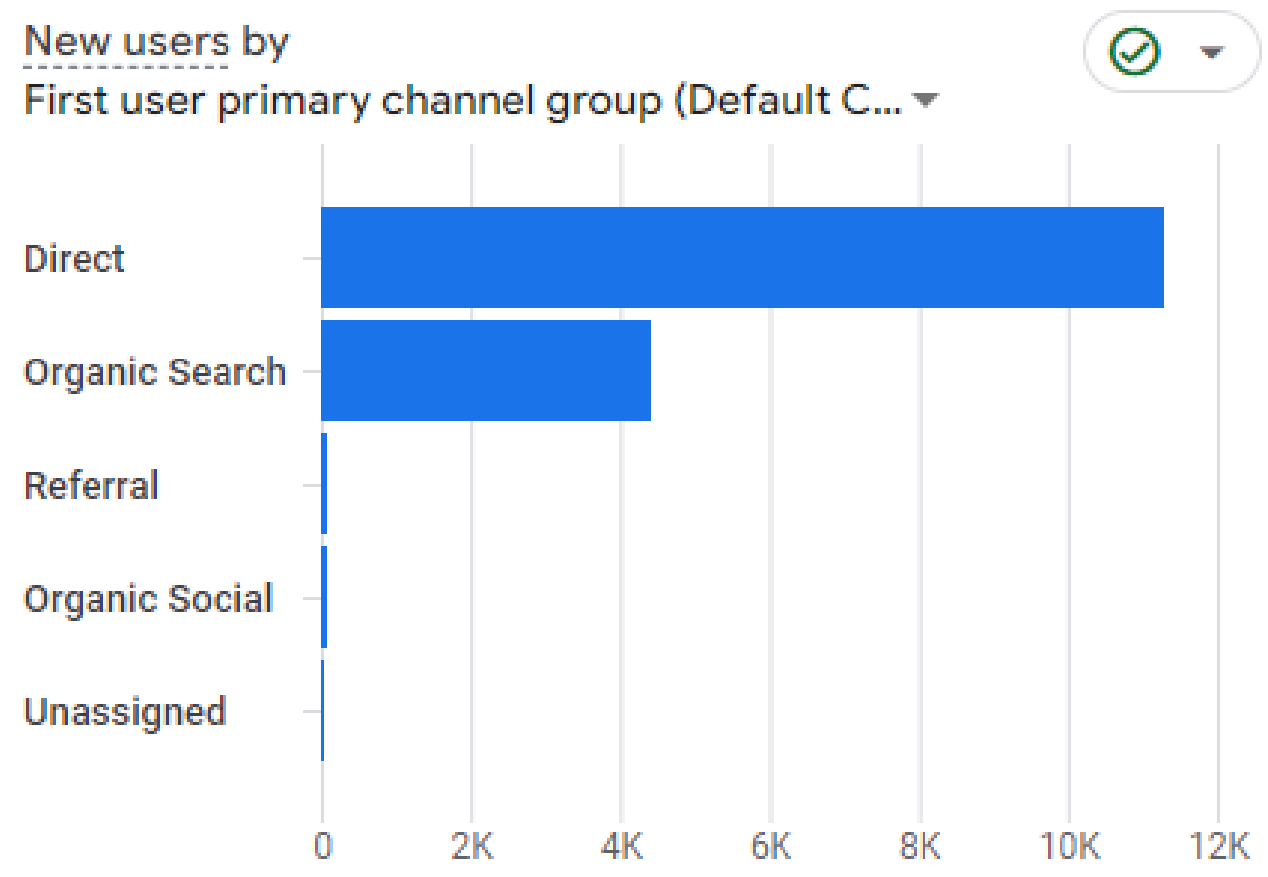
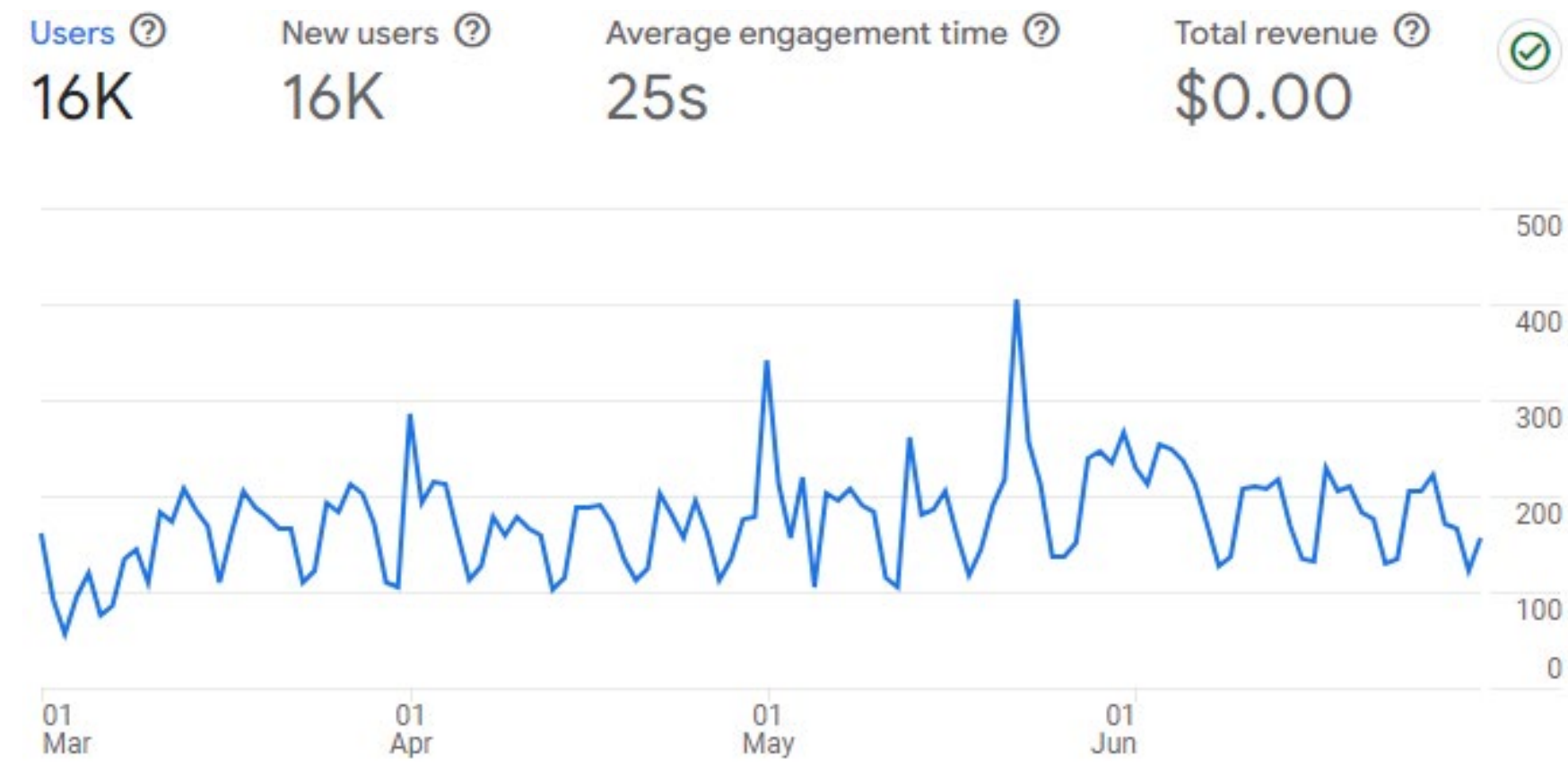
- The top page was the Library Calendar, which gives an insight as to how users are utilizing the website.
- Data streams started in mid-February.
- The majority of users are accessing the website from a mobile device.

TOP PAGES

www.cityofclive.com/library

Landing page +		↓ Sessions	Users	New users	Average engagement time per session
		28,564 100% of total	15,994 100% of total	15,827 100% of total	14s Avg 0%
1	/library/calendar_mini.php	13,908	9,169	8,778	7s
2	/library	8,680	5,514	5,121	19s
3	/library/calendar.php	2,384	1,047	787	20s
4	(not set) Miscellaneous	1,324	682	0	21s
5	/library/explore_our_collections/index.php	252	190	160	8s
6	/library/about/library_programs/index.php	208	158	120	24s
7	/library/services/online_resources/index.php	169	58	39	21s
8	/library/children/summer_reading_ages_3_-_17.php	164	119	97	32s
9	/LIBRARY	160	158	139	28s
10	/library/i_want_to_/index.php	154	85	60	5s

www.cityofclive.com/library



- Total users between March - June 2024. Includes the user traffic numbers with repeat users that clear caches and/or use additional devices.
- Average monthly users range 4,000-5,000.

Users by Device category

