



CLIVE CITY COUNCIL
AGENDA, REGULAR MEETING
1900 NW 114th Street
September 12, 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/84267572583> - Call in number: (312) 626-6799 - Meeting ID: 842 6757 2583

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Presentation

Consent Items

1. City Manager Memo
2. Minutes
3. Bill List
4. Approve Amended Mayoral Council/Staff Appointments - 2024
5. Approve New 5 Day Retail Alcohol Sales License Application - Your Private Bar - 18283 Valley View Circle
6. Approve New 5 Day Retail Alcohol Sales License Application - Great Caterers of Iowa - 3815-3973 NW 183rd Street
7. Approve New Retail Alcohol Sales License Application - Escapology Escape Room - 8801 University Avenue, 107A
8. Approve Retail Alcohol Sales License Renewal - Chili's Grill & Bar - 11411 Forest Avenue
9. Approve Retail Alcohol Sales License Renewal - Izumi - 1301 NW 114th Street
10. Approve Retail Alcohol Sales License Renewal - Toro Loco - 1945 NW 86th Street
11. Approve Retail Alcohol Sales License Renewal - West Des Moines Elks Lodge 2752 Inc - 2060 NW 94th Street
12. Resolution Approving Change Order #1-Absolute Concrete-Indian Hills Trail & Bridge Project-\$4,355.04

13. Resolution Approving Change Order #2 - Mainline Construction - NW 99th Court Reconstruction - \$31,225.00
14. Resolution Approving Change Order #3 - Mainline Construction - NW 99th Court Reconstruction - \$25,000.00
15. Approve Pay Request #3 - J&K Contracting - NW Alderleaf Drive Water Connection - \$2,456.95
16. Approve Pay Request #3 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$422,323.93
17. Approve Pay Request #5 - Mainline Construction - NW 99th Court Reconstruction - \$197,513.27
18. Approve Pay Request #5 - Alliance Construction Group - NW 114th Street Reconstruction - \$51,228.41
19. Approve Pay Request #6 - Corell Contractor - Cirksena Park Construction - \$133,739.10
20. Approve Pay Request #7 - Corell Contractor - Cirksena Park Construction - \$6,382.10
21. Approve Pay Request #8 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 Design - \$90,267.96
22. Approve Pay Request #10 - Smithgroup - Linnan Redesign Project - \$35,144.10
23. Approve Pay Request #11 (final) - J&K Contracting - Rio Valley Water Main Replacement Phase 2 - \$35,823.36
24. Approve Pay Request #12 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$5,811.05
25. Approve Pay Request #13 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$5,160.00
26. Approve pay request #37-RES-Greeneblt Management Plan-\$2,580.00
27. Resolution Approving Contract for Greenbelt Landing Bid Package #22 Plumbing and Mechanical, Central Iowa Mechanical - \$259,869.00
28. Resolution Approving Contract for Greenbelt Landing Bid Package #26 Electrical, Air-Con Electric LLC - \$388,703.00
29. Resolution Approving Contract for Greenbelt Landing Bid Package #31 Grading/Utilities, On-Track Construction LLC - \$1,700,000.00
30. Resolution Approving Contract for Greenbelt Landing Bid Package #32.1 Landscaping, Country Landscapes, Inc - \$925,000.00
31. Resolution Approving Contract for Greenbelt Landing Bid Package #32 Concrete - Absolute Concrete Construction Inc - \$635,188.00
32. Resolution Approving Contract for Greenbelt Landing Materials Testing and Special Inspection Services, Terracon - \$20,562.00
33. Resolution Approving Sponsorship Agreement with Walter Roofing for Campbell Park Dugout Refurbishment
34. Resolution Accepting 1st Amendment to Permanent Storm Sewer and Overland Flowage Easement for Country Club Plat 8, Lot 32 - 14001 Willow DR

35. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 5, Lot 40 - 3981 Westgate PKWY
36. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 21 - 17925 Creekside DR
37. Resolution Accepting 1st Amendment to Storm Sewer Easement for Shadow Creek Plat 6, Lot 21 - 17925 Creekside DR
38. Resolution Accepting 1st Amendment to Detention and Surface Water Flowage Easement for The Woodlands Plat 3, Lots 10 & 11 - 2041 NW 130th CT
39. Resolution Accepting 1st Amendment to Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement for The Woodlands Plat 3, Lot 11 - 2041 NW 130th CT
40. Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Walnut Creek Hills of Clive Plat 2, Lot 18 - 4482 NW 164th ST
41. Resolution Accepting Satisfaction of Stormwater Agreement to Complete Chayse Landing Plat 01
42. Resolution Approving Temporary Construction Easement Agreements for Soil Quality Restoration
43. Resolution Approving an Application to the Iowa DOT's Iowa Clean Air Attainment Program (ICAAP)

Action Items

1. Site Plan Amendment - Edward Jones - 1100 73rd Street
2. 1st Consideration of Proposed Ordinance No. 1147 Amending Provisions Pertaining to Electronic Meetings
3. 1st Consideration of Proposed Ordinance No. 1148 Amending Provisions Pertaining to Publication of Minutes
4. 1st Consideration of Proposed Ordinance No. 1149 Adding a New Section Pertaining to Adult Establishment Nuisances
5. 1st Consideration of Proposed Ordinance No. 1150 Amending Provisions Pertaining to Fire Officials Authority to Cite Violations
6. Resolution Approving 2024-2029 Clive Strategic Plan Update
7. Resolution Supporting the Referendum to Increase Board Membership - Dallas County Board of Supervisors
8. Resolution Setting Public Hearing (09/26/2024, 6:00 p.m.) - 2024B General Obligation Loan Agreements and to borrow money thereunder

Presentation

1. City Hall-Library Renovation Project

Correspondence

Reports

Adjournment

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: September 9, 2024

Re: General Information Memo – September 12, 2024 City Council Meeting

The September 12, 2024, City Council meeting will be in-person & virtually:

<https://us06web.zoom.us/j/84267572583>

Consent Agenda – A few items to note on the consent agenda. First, following award of five of the six prime contracts for Greenbelt Landing at the previous meeting, staff and the construction manager are ready to present for approval the detailed contract documents for each of those five prime contracts for Plumbing/Mechanical, Electrical, Grading/Utilities, Landscaping and Concrete. Also, for materials testing and inspection services during the project a professional services agreement with Terracon is included for approval. Second, in collaboration with Clive business Walter Roofing a sponsorship agreement has been reached with Walter Roofing to reroof the dugouts at Campbell Park in exchange for a five-year advertising agreement on one of the softball fields. This is a great collaboration between the City of Clive and a Clive business recently recognized with a Character Counts award!

Third, all the temporary construction easements and agreements for the 2024 Soil Quality Restoration project are ready for approval. Finally, Clive and Urbandale would like to submit for a \$2.5 million grant through IDOT's Iowa Clean Air Attainment Program (ICAAP) for the Hickman Interchange project. A resolution supporting this grant application is on the agenda for approval.

Site Plan Amendment: Edward Jones – The owner of the Edward Jones Office on 73rd Street is proposing a site plan amendment to construct a small addition (1,496 sq feet) on the building. Details of the site plan amendment are included in the agenda packet. The Planning & Zoning Commission reviewed the application at their September 5 meeting and would recommend approval.

Ordinance Updates/State Legislation – Following the 2024 State Legislative Session the City's Code codifier (Iowa Codification) has proposed a series of ordinance amendments to update the City's Code to confirm with certain state law changes. Included in the 9/12 agenda packet is four proposed ordinance amendments for changes pertaining to electronic meetings, publication of minutes, adult establishment nuisances and fire officials authority to cite violations. For each ordinance amendment the City Clerk has included a brief description of the proposed change along with the redlines of the changes to the City Code. With these amendments being as a result of state law changes staff would recommend waiving the rules for three readings for these ordinance amendments and proceeding to passage. An additional set of ordinance amendments will be proposed later in the fall to complete this City Code updating project.

Strategic Plan Update – Following the strategic planning workshops in August, Lyle Sumek and staff are ready to present the documents updating the Clive Strategic Plan for the coming year. Staff would recommend your approval of the updated documents and associated action agenda. Staff have already started work on several of the City Council’s prioritized items and staff will be providing regular updates on progress.

Dallas County Referendum Resolution – In August a citizen petition was gathered with over 5,000 signatures to place a measure on the November 5, 2024 ballot to increase the Dallas County Board of Supervisors from three to five members. With this question on the ballot the Clive City Council desires to indicate their support for the ballot measure with a resolution of support included in the agenda packet.

Setting Public Hearing: 2024B Bond Issue – Staff and bond counsel are ready for the City Council to set the public hearing for the 2024B Urban Renewal Bond Issue. This bond issue will provide support to three identified projects in the City’s urban renewal plan including Linnan Park, Alice’s Road Reconstruction and the City Hall-Library Renovations. The public hearing would be set for the September 26 City Council meeting at 6:00 PM. Staff would recommend approval.

Presentation/Discussion – During the recent strategic planning workshops the City Council identified the City Hall-Library Project as a top priority. At the end of the 9/12 meeting staff and the design team will provide a comprehensive overview of the proposed security enhancements and renovations to the City Hall-Library building. The design team will provide a “fly through” rendering during the meeting to give a detailed view of what the renovations could look like. Also, staff have several questions and considerations to review with the Council as the upfront project costs are higher than what was originally budgeted for with the project, with options to phase the project. Many details, including floor plans and cost estimates are included in the agenda packet for your review.

Tentative Upcoming Agenda Items

September 26

- Public Hearing: Greenbelt Landing Construction – Prime Contract #6 Rebid
- Public Hearing: 2024B Urban Renewal Obligation Loan/Bond Issue
- Action – Greenbelt Landing Public Art Commission Contract
- Action – Financial Assessment/“Dip” Study Professional Services – Public Financial Management
- Action – Professional Services Agreement for Stormwater Management Manual Update – McClure Engineering

October 10

- Action – Professional Services Agreement for University Flood Mitigation Technical Services
- Presentation – Linnan Park Redevelopment Design
- Presentation – Public Works Process Improvement

CLIVE CITY COUNCIL MEETING MINUTES

Regular Session

August 22, 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: Susan Judkins, Eric Klein, Michael McCoy, Srikant Mikkilineni, Ted Weaver. Absent: None. 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

Approval of the Agenda

Eric Klein moved approval of the agenda with scrivener error correction to Action Item 1d, seconded by Ted Weaver. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.

Consent Items

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried. a. City Manager Memo; b. City Manager Report - July 2024; c. Assistant City Manager Tech Services Report - July 2024; d. Administrative Services Report - July 2024; e. Fire Department Report - July 2024; f. Community Development Report - July 2024; g. Leisure Services Report - July 2024; h. Police Monthly Report - July 2024; i. Public Works Report - July 2024; j. Treasurer's Report - July 2024; k. Minutes 08/08/2024; l. Bill List; m.

Resolution 2024-205 Approving Temporary Street Closing - Block Party - NW 162nd Street - September 2, 2024 - 5:00 p.m. - 10:00 p.m.; n. Approve New Cigarette/Tobacco/Nicotine/Vapor Permit; o. Approve Retail Alcohol License Renewal - Walgreens #07967 - 15601 Hickman Road; p. Approve Temporary Retail Alcohol License Renewal - HyVee / Willis Auto New Car Show - 2121 NW 100th Street; q. Approve New Retail Alcohol License - Kwik Star - 16050 Hickman Road; r. **Resolution 2024-206** Approving Change Order #1 - J&K Contracting - NW Alderleaf Drive Water Connection - \$2,781.00; s. Approve Pay Request #4 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - \$222,168.40; t. Approval to Purchase - Removal & Replacement Traffic Signal Cabinet at NW 86th St. & Franklin Ave. - Public Works - \$42,661.00; u. Approve 2024-2025 Urban Deer Management Program; v.

Resolution 2024-207 Accepting 1st Amendment to Permanent Storm Sewer Easement for Huntington Ridge Plat 3, Lot 1 - 12804 Clark Street; w. **Resolution 2024-208** Accepting 1st Amendment to Permanent Surface Water Flowage Easement for Huntington Ridge Plat 3, Lot 1 - 12804 Clark Street; x. **Resolution 2024-209** Approving University Park Plat 02 Final Plat; y. Approve Pay Rate - Caden Ziegler - Public Works Operations Specialist- \$27.07/Hr - Effective 08/23/2024; z. Approve Pay Rate - Mark Muerner - PT Firefighter/EMT - \$18.16/Hr - Effective 08/23/2024; aa. Approve Pay Rate - Caden Sposeto - PT Firefighter/EMT - \$18.16/Hr - Effective 08/23/2024.

Presentation

1. Introduction of New Public Works Operations Specialist - Mario Peña
2. Introduction of New Public Works Operations Specialist - Justin Wykoff

Action Items

1. **Public Hearing - Greenbelt Landing Project.** Public Hearing Notice published 08/07/2024 in the Des Moines Register. Leisure Service Director Richard Brown presented the matter to Council and recommended awarding contracts for prime construction packages #22, #23, #31, #32, and #32.1. Brown further recommended the rejection of all bids for prime construction package #6 due to prices coming in significantly higher than the engineers estimate. Eric Klein moved to close the public hearing, seconded by Michael McCoy. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - a. **Resolution 2024-210 Approving Plans, Specifications, Form of Contract and Estimate of Costs.** Eric Klein moved approval, seconded by Michael McCoy. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.

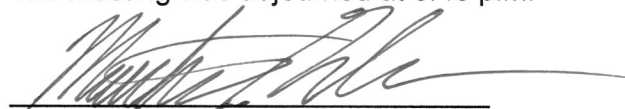


- b. **Receipt of Bids.** Eric Klein moved to receive bids, seconded by Michael McCoy. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - c. **Resolution 2024-211 Awarding Contracts for Prime Construction Packages #22, #2#31, #32, #32.1 - \$3,908,760.00.** Eric Klein moved approval, seconded by Michael McCoy. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - d. **Resolution 2024-211 Rejecting All Bids for Prime Construction Package #6.** Eric Klein moved approval, seconded by Michael McCoy. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.
 - e. **Resolution 2024-212 Setting Date of Public Hearing (09/26/2024, 6:00 p.m.) to Consider Plans, Specifications and Taking of Bids for Prime Construction Package #6 for the Greenbelt Landing Project.** Eric Klein moved approval, seconded by Michael McCoy. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.
2. **Resolution 2024-213 Approving Contract Amendment with Smithgroup for Greenbelt Landing Design, Construction Administration and Donor Signage - \$320,630.00.** Leisure Service Director Richard Brown presented the matter to Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.
3. **Resolution 2024-214 Approving Contract with DCI Group for Construction Management Services for Greenbelt Landing Project - \$737,295.90.** Leisure Service Director Richard Brown presented the matter to Council and recommended approval. Srikant Mikkilineni moved approval, seconded by Ted Weaver. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.
4. **Approve Renewal - Property and Liability Insurance - ICAP - \$455,235.00.** City Clerk Matthew Graham presented the matter to Council and recommended approval. Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Judkins, Klein, McCoy, Mikkilineni, Weaver. Motion carried.

Reports

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

The meeting was adjourned at 6:43 p.m.



Matthew D. Graham, City Clerk

John D. Edwards, Mayor

Date Paid	Vendor Name	Description	Amount Paid
09/09/2024	ACCO	CAC CHEMICALS	2,550.20
09/09/2024	ACCO	CAC CHEMICALS	24.80
09/09/2024	ACCO	CAC CHEMICALS	41.40
09/09/2024	ACCO	CAC CHEMICALS	2,315.20
08/23/2024	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 8/17/2024	138.61
09/06/2024	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 8/31/2024	138.61
09/09/2024	AIA CORPORATION	CLOTHING ALLOWANCE FOR C. SHAFFER	54.99
09/09/2024	ALLIANCE CONSTRUCTION GROUP LLC	NW 114TH ST RECON PAY REQ 5	51,228.41
09/09/2024	AMAZON CAPITAL SERVICES	KNOX KEY TAG TRACKERS	79.99
09/09/2024	AMAZON CAPITAL SERVICES	MISC TRAFFIC	105.67
09/09/2024	AMAZON CAPITAL SERVICES	FIRE EXTINGUISHER BRACKET	55.48
09/09/2024	AMAZON CAPITAL SERVICES	FOLDING TABLES	118.24
09/09/2024	AMAZON CAPITAL SERVICES	FIRE EXTINGUISHER PARTS - GRIP CLIPS	43.96
09/09/2024	AMAZON CAPITAL SERVICES	DOG BAGS	239.98
09/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	75.96
09/09/2024	AMAZON CAPITAL SERVICES	POOL SUPPLIES, SWIM JACKETS	383.08
09/09/2024	AMAZON CAPITAL SERVICES	GARAGE DOOR OPENER	31.99
09/09/2024	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	41.62
09/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	36.97
09/09/2024	AMAZON CAPITAL SERVICES	SHOP SUPPLIES	41.41
09/09/2024	AMAZON CAPITAL SERVICES	BANNER STAKES	23.58
09/09/2024	AMAZON CAPITAL SERVICES	MISC TRAFFIC	32.97
09/09/2024	AMAZON CAPITAL SERVICES	KNOX KEY HOLDER CASE	19.98
09/09/2024	AMAZON CAPITAL SERVICES	HDMI CABLE	6.99
09/09/2024	AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	34.45
09/09/2024	AMAZON CAPITAL SERVICES	EMS SCOPE CASE	31.98
09/09/2024	AMAZON CAPITAL SERVICES	CLOCK AND OFFICE SUPPLIES	35.85
09/09/2024	AMAZON CAPITAL SERVICES	L325 REPAIR PARTS	47.54
09/09/2024	AMAZON CAPITAL SERVICES	HARDWARE	50.64
09/09/2024	AMAZON CAPITAL SERVICES	SHOP SUPPLIES	81.54
09/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11.27
09/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	41.92
09/09/2024	AMERICAN RED CROSS	LG RECERTIFICATIONS	276.00
09/09/2024	AMERICAN TEST CENTER	BOOM TRUCK INSPECTION	745.00
09/09/2024	AMERICAN TEST CENTER	BOOM TRUCK INSPECTION	470.00
08/23/2024	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 8/17/2024	565.38
09/06/2024	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 8/31/2024	544.44
09/09/2024	ARNOLD MOTOR SUPPLY	STOCK	841.43
09/09/2024	ARNOLD MOTOR SUPPLY	PARTS	238.70
09/09/2024	ARNOLD MOTOR SUPPLY	STOCK	466.70
09/09/2024	ARNOLD MOTOR SUPPLY	PARTS	97.69
09/09/2024	AT & T MOBILITY	PATROL CELL PHONES	640.00
09/09/2024	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	148.78
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	67.22
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	17.09
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	104.91
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	128.31
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	47.74
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	11.99
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	130.47
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	124.82
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	33.62
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	77.45
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	18.53
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	76.67
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	90.99
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	193.93
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	161.60

Date Paid	Vendor Name	Description	Amount Paid
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	16.19
09/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	105.40
09/09/2024	BAKER GROUP	EXHAUST FAN REPAIR	864.00
09/09/2024	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	280.00
09/09/2024	BOOT BARN INC	BOOTS	209.06
09/09/2024	BOOT BARN INC	BOOTS	242.24
09/09/2024	BOOT BARN INC	BOOTS	183.12
09/09/2024	BOOT BARN INC	BOOTS SWENSON	164.97
09/09/2024	BOOT BARN INC	BOOTS	250.00
09/09/2024	BOOT BARN INC	BOOTS	242.24
09/09/2024	BOOT BARN INC	BOOTS	167.43
09/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	216.44
09/09/2024	BOUND TREE MEDICAL LLC	EMS SUPPLIES	93.89
09/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	194.25
09/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	235.23
09/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	63.72
09/09/2024	BRAVO GREATER DES MOINES	2/7 HOTEL/MOTEL AUGUST FY25	36,814.00
09/09/2024	BROCKWAY MECHANICAL & ROOFING	ROOFING SYSTEM REPAIRS	414.26
09/09/2024	BROCKWAY MECHANICAL & ROOFING	ROOFING SYSTEM REPAIRS	111.65
09/09/2024	BROCKWAY MECHANICAL & ROOFING	ROOFING SYSTEM REPAIRS	244.09
09/09/2024	BROWNELLS INC	UNIFORM ALLOW - A. JONES	57.98
09/09/2024	BRYAN ROCK PRODUCTS INC	GROUNDS SUPPLIES	2,062.96
09/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	9,911.00
09/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	2,445.75
09/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	659.17
09/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	1,441.08
09/09/2024	CDW GOVERNMENT INC	SUPPLIES	35.59
09/09/2024	CDW GOVERNMENT INC	SUPPLIES	61.03
09/09/2024	CDW GOVERNMENT INC	SUPPLIES	224.65
09/09/2024	CDW GOVERNMENT INC	PERIPHERALS	546.44
09/09/2024	CDW GOVERNMENT INC	BATTERY BACKUP	164.86
09/09/2024	CENTRAL IOWA READY MIX	CONCRETE	1,154.25
09/09/2024	CENTRAL IOWA READY MIX	CONCRETE	1,710.00
09/09/2024	CENTRAL IOWA READY MIX	CONCRETE	1,074.75
09/09/2024	CENTRAL IOWA READY MIX	CONCRETE	1,197.00
09/09/2024	CENTRAL IOWA READY MIX	CONCRETE	869.50
09/09/2024	CENTRAL IOWA READY MIX	CONCRETE	1,282.50
09/09/2024	CENTURY LINK	CAC PHONE	22.82
09/09/2024	CHREE HUFFORD	REFUND DEPOSIT	54.44
09/09/2024	CINTAS CORPORATION #22M	LAUNDRY	300.58
09/09/2024	CINTAS CORPORATION #22M	LAUNDRY	300.58
09/09/2024	CINTAS CORPORATION #22M	LAUNDRY	300.58
09/09/2024	CITY OF CLIVE	P RIVERA REIMBURSEMENT	278.92
09/09/2024	CITY OF URBANDALE	CLIVE EMERGENCY SIGNAL	16.03
09/09/2024	CITY OF URBANDALE	STREET LIGHTS	504.27
08/23/2024	CLIVE FIREFIGHTERS ASSOC	CURRENT PAY WITHHOLDING WITHHELD DUES - FIRE FIGHTERS Pay Perio	85.00
09/06/2024	CLIVE FIREFIGHTERS ASSOC	CURRENT PAY WITHHOLDING WITHHELD DUES - FIRE FIGHTERS Pay Perio	87.00
08/23/2024	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 8/17/2024	2,145.19
09/06/2024	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 8/31/2024	2,145.19
09/09/2024	CONCRETE COMPANY	2024 PCC PAVEMENT REHAB PAY REQ 3	422,323.93
09/09/2024	CONSOLIDATED COMMUNICATIONS	PHONES LINES	809.26
09/09/2024	COPY SYSTEMS	OFFICE SUPPLIES	214.23
09/09/2024	CORE & MAIN LP	HYDRANT REPAIR SUPPLIES	3,462.86
09/09/2024	CORE & MAIN LP	REPAIR BAND	395.00
09/09/2024	CORE & MAIN LP	CONNECTORS FOR NEW CONSTRUCTION METERS	1,676.00
09/09/2024	CORE & MAIN LP	DROP SLIDE REPAIRS	370.59
09/09/2024	CORELL CONTRACTOR INC	CONCRETE	508.51
09/09/2024	CORELL CONTRACTOR INC	CIRKSENA PARK CONSTRUCTION SERVICES PAY REQ 6	133,739.10

Date Paid	Vendor Name	Description	Amount Paid
09/09/2024	CORELL CONTRACTOR INC	CIRKSENA PARK CONSTRUCTION SERVICES PAY REQ 7	6,382.10
09/09/2024	CRESCENT ELECTRIC SUPPLY CO.	LIGHTING REPLACEMENT	165.85
09/09/2024	CROSSROADS AG LLC	ROW SPRAYING	107.52
09/09/2024	CYNTOX LLC	MEDICAL WASTE DISPOSAL	93.50
09/09/2024	DALLAS COUNTY TREASURER	ALICE'S RD ROW ACQUISITION	1,807.00
09/09/2024	DELL MARKETING LP	PC REPLACEMENTS	2,196.26
09/09/2024	DELL MARKETING LP	PC REPLACEMENTS	804.96
09/09/2024	DEMCO INC	EQUIP REPAIR	105.96
09/09/2024	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
09/09/2024	DES MOINES STAMP MFG.CO.	NAME PLATES	20.00
09/09/2024	DES MOINES STAMP MFG.CO.	MINOR EQUIPMENT	1,021.44
09/09/2024	DES MOINES STAMP MFG.CO.	MINOR EQUIPMENT	251.61
09/09/2024	DES MOINES STAMP MFG.CO.	MINOR EQUIPMENT	83.87
09/09/2024	DES MOINES STEEL FENCE CO INC	GROUPS MAINT	28.00
09/09/2024	DES MOINES WATER WORKS	TESTING	915.00
09/09/2024	DOLL DISTRIBUTING LLC	CAMPBELL CONCESSIONS	387.80
09/09/2024	DTN LLC	TELEVENT	604.80
09/09/2024	DTN LLC	TELEVENT	604.80
08/23/2024	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 8/1	2,195.41
08/23/2024	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 8/17/2024	7,985.10
08/23/2024	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 8/17/20	2,074.70
08/23/2024	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 8/17/2024	544.67
08/23/2024	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 8/17/2024	1,135.54
08/23/2024	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 8/17/2024	471.96
08/23/2024	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 8/17/2024	535.68
09/06/2024	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 8/3	2,112.04
09/06/2024	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 8/31/2024	7,985.10
09/06/2024	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 8/31/20	2,074.70
09/06/2024	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 8/31/2024	544.67
09/06/2024	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 8/31/2024	796.99
09/06/2024	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 8/31/2024	471.96
09/06/2024	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 8/31/2024	466.56
08/23/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	53,692.50
08/23/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/17/20	34,599.90
08/23/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/17/20	34,599.90
08/23/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/17/2024	8,092.04
08/23/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/17/2024	8,092.04
09/06/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	54,467.28
09/06/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/31/20	32,593.94
09/06/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/31/20	32,593.94
09/06/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/31/2024	7,654.27
09/06/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/31/2024	7,654.27
09/09/2024	ELECTRONIC ENGINEERING CO	TOWER SERVICE	32.00
09/09/2024	EPIC IO TECHNOLOGIES	PHONE LINE	56.45
09/09/2024	EXCEL MECHANICAL CO INC	BOILER REPAIR	640.00
09/09/2024	FABIAN RUIZ	PROFESSIONAL FEE-INTERPRETER	70.00
09/09/2024	FASTSIGNS	PART-TIME HIRES NAME TAGS	177.31
09/09/2024	FASTSIGNS	TAGS FOR KNOX KEY	19.69
09/09/2024	FASTSIGNS	REPLACEMENT NAME TAGS	27.00
09/09/2024	FERGUSON WATERWORKS	1" WATER METERS	2,984.00
09/09/2024	FERGUSON WATERWORKS	1" METERS	1,515.75
09/09/2024	FILTER SHOP INC, THE	HVAC FILTERS	240.40
09/09/2024	FIRE SMART PROMOTIONS	PUBLIC RELATIONS STICKERS AND FIRE HELMETS	396.00
09/09/2024	FITZ LAWN CARE	NUISANCE ABATEMENT	180.00
09/09/2024	FREEDOM FIRST AID & SAFETY LLC	FIRST AID RESTOCK	57.69
09/09/2024	GALLS LLC	UNIFORM ALLOW - B. KEMPNIH	17.94
09/09/2024	GALLS LLC	UNIFORM ALLOW - B. KEMPNIH	23.92
09/09/2024	GALLS LLC	NEW OFFICER UNIFORM - S. PITEO	81.63

Date Paid	Vendor Name	Description	Amount Paid
09/09/2024	GALLS LLC	NEW OFFICER UNIFORM - S. PITEO	28.64
09/09/2024	GANNETT IOWA LOCALIQ	MINS	768.60
09/09/2024	GANNETT IOWA LOCALIQ	PH NOTICE	70.60
09/09/2024	GANNETT IOWA LOCALIQ	LEGAL	40.00
09/09/2024	GANNETT IOWA LOCALIQ	ORD PUBLICATION	43.30
09/09/2024	GOLDEN VALLEY HARDSCAPES LLC	PLAYGROUND MULCH	1,930.50
09/09/2024	GRANICUS	NOVUS AGENDA MGMT	343.00
09/09/2024	GTR DM CONVENTION & VISITORS B	2/7 HOTEL/MOTEL AUG FY25	36,814.00
09/09/2024	GTR DM CONVENTION & VISITORS B	2/7 HOTEL/MOTEL JULY 2024 REMAINDER	38,799.76
09/09/2024	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	179.48
09/09/2024	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	2.39
09/09/2024	HILLTOP TIRE SERVICE	TIRES	1,418.21
09/09/2024	IAN HOLMGREN	REFUND DEPOSIT	21.60
08/23/2024	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 8/17/2024	743.99
09/06/2024	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 8/31/2024	743.99
08/23/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 8/17/	6,736.90
08/23/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 8/17/2024	11,307.15
08/23/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 8/17/2024	10,745.30
09/06/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 8/31/	6,736.90
09/06/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 8/31/2024	11,307.15
09/06/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 8/31/2024	11,307.51
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL EX	63.00
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL HR	100.00
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL FD	105.00
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL PD	215.00
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL PARKS	191.00
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL REC	551.00
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL LIBRARY	315.00
09/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL PW	802.00
09/09/2024	IMWCA	WC INSTALL #3	14,739.00
09/09/2024	INFOMAX OFFICE SYSTEMS INC	COPIER MAINT	1,427.65
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	19.86
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	83.75
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	12.08
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.34
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	35.97
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	101.10
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	227.51
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	24.49
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.92
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.34
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	32.27
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	74.78
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	11.49
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	21.11
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	34.47
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.34
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	198.18
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	40.86
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	56.05
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	104.91
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	33.32
09/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.90
09/09/2024	INTERSTATE ALL BATTERY CENTER	#772 BATTERY	140.00
09/09/2024	INTERSTATE ALL BATTERY CENTER	KNOX KEY BATTERIES - KALLEM	2.75
09/09/2024	INTERSTATE ALL BATTERY CENTER	MINOR EQUIPMENT	56.00
09/09/2024	INTERSTATE POWER SYSTEMS INC	GENERATOR MAINT	1,386.61
09/09/2024	INTERSTATE POWER SYSTEMS INC	GENERATOR MAINT	373.72

Date Paid	Vendor Name	Description	Amount Paid
09/09/2024	INTERSTATE POWER SYSTEMS INC	GENERATOR MAINT	817.02
09/09/2024	IOWA DOT	CUTTING EDGES FOR 24 SEASON	6,114.36
09/09/2024	IOWA LEAGUE OF CITIES	LEAGUE DUES	8,341.00
09/09/2024	IOWA MEDICAID	SEPTEMBER STATE SHARE OF GEMT MCO PAYMENT	13,947.78
09/09/2024	IOWA ONE CALL	LOCATES	252.60
09/09/2024	IOWA ONE CALL	LOCATES	252.60
08/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,128.99
08/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	20,350.26
08/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	30,541.60
08/27/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	4,755.22
09/06/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	204.59
09/06/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	19,857.79
09/06/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	30,167.15
09/06/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,379.48
09/06/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,064.87
09/06/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	136.31
09/09/2024	J & K CONTRACTING LLC	NW ALDERLEAF DR WATER CON PAY REQ 3	2,456.95
09/09/2024	J & K CONTRACTING LLC	RIO VALLEY WATER REPLACEMENT PAY REQ 11	35,823.36
09/09/2024	JENNIFER COLE-VEAK	SUP BOARD INSTRUCTOR	1,078.00
09/09/2024	JEREMY HUTTON	REFUND DEPOSIT	52.97
09/09/2024	JOEL SCHMIDT	REFUND DEPOSIT	8.00
09/09/2024	JOSH JAMISON	REFUND DEPOSIT	27.74
09/09/2024	KATHY LATHAM	REFUND DEPOSIT	29.81
09/09/2024	KNESS SIGNS	PARK SIGNAGE	35.00
09/09/2024	KNESS SIGNS	NEIGHBORHOOD PARK SIGNS	4,146.78
09/09/2024	LARRYS WINDOW SERVICE INC.	WINDOW CLEANING	38.00
09/09/2024	LASHIER GRAPHICS & SIGNS	HARBACH REC PORTION	1,084.90
09/09/2024	LASHIER GRAPHICS & SIGNS	HARBACH LIBRARY PORTION	1,084.90
09/09/2024	LEWA BENE	REFUND DEPOSIT	20.30
09/09/2024	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	1,721.50
09/09/2024	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	95.60
09/09/2024	MACQUEEN EQUIPMENT	ROOT CUTTER REBUILD KIT	694.51
09/09/2024	MACQUEEN EQUIPMENT	CREDIT SUPPLIES	674.00-
09/09/2024	MACQUEEN EQUIPMENT	ROOT CUTTER REBUILD KIT	304.59
09/09/2024	MACQUEEN EQUIPMENT	REPAIR IN BUNKER GEAR	146.50
09/09/2024	MAINLINE CONSTRUCTION INC	NW 99TH CT RECON PAY REQ 5	197,513.27
09/09/2024	MANGO LANGUAGES	DATA PROCESSING-MANGO	2,646.00
09/09/2024	MARTIN BROS	CAMPBELL CONCESSIONS	26.99
09/09/2024	MATT WILBER	TRAINING EXPENSE- REGISTRATION	585.00
09/09/2024	MAVENCURX I, LLC	REFUND OVERPAYMENT	19.45
09/09/2024	MAXIMUM EXPOSURE PRODUCTIONS	VIDEOGRAPHY/PHOTOGRAPHY	2,100.00
09/09/2024	MEDIACOM	LIBRARY INTERNET	304.90
09/09/2024	MEDIACOM	LIBRARY INTERNET	19.95
09/09/2024	MENARDS	GROUNDS MAINT	13.75
09/09/2024	MENARDS	BUILDING MAINT	51.98
09/09/2024	MENARDS	SIGN REPAIR	21.80
09/09/2024	MENARDS	CAC TOILET SEAT	25.99
09/09/2024	MENARDS	CAC BREAKER	48.22
09/09/2024	MENARDS	SIGN POST PAINT	29.94
09/09/2024	MENARDS	LIGHTING REPAIR	7.85
09/09/2024	MENARDS	SEED	35.99
09/09/2024	MENARDS	CAMPBELL ICE BOX WIRING	92.30
09/09/2024	MENARDS	BUILDING MAINT	10.73
09/09/2024	MENARDS	MISC TRAFFIC	42.56
09/09/2024	MENARDS	JET TRUCK SUPPLIES	49.78
09/09/2024	MENARDS	INTAKE REPAIR	150.69
09/09/2024	MENARDS	GOATS	19.96
09/09/2024	MENARDS	BUILDING MAINT SUPPLIES	58.93

Date Paid	Vendor Name	Description	Amount Paid
09/09/2024	MENARDS	SUPPLIES	19.98
09/09/2024	MENARDS	SUPPLIES	53.00
09/09/2024	MENARDS	BUILDING MAINTENANCE	17.96
09/09/2024	MENARDS	BUILDING MAINT	25.63
09/09/2024	MENARDS	E320 BALL VALVE	11.97
09/09/2024	MENARDS	SHOP SUPPLIES	44.57
09/09/2024	MENARDS	SUPPLIES	25.97
09/09/2024	MENARDS	E320 REPAIR PARTS	31.75
09/09/2024	MENARDS	GROUNDS MAINT	39.84
09/09/2024	MENARDS	GROUNDS MAINT	99.96
09/09/2024	MENARDS	STREET MAINT SUPPLIES	112.41
09/09/2024	MENARDS	VACUUM PARTS	24.94
09/09/2024	MENARDS	PEATMOSS	104.93
09/09/2024	MENARDS	STAIRCHAIR WHEEL	19.98
09/09/2024	MENARDS	SPRAY BOTTLES	11.31
09/09/2024	MENARDS	GROUNDS MAINT	44.99
09/09/2024	MENARDS	LIGHTING REPAIR	38.43
09/09/2024	MENARDS	SHOP SUPPLIES	12.88
09/09/2024	MENARDS	SUPPLIES	179.96
09/09/2024	MENARDS	CONCRETE FOR INVERT	67.20
09/09/2024	MENARDS	FORM LUMBER	61.32
09/09/2024	MENARDS	MISC TRAFFIC	21.07
09/09/2024	MENARDS	STREET MAINT SUPPLIES	42.98
09/09/2024	MENARDS	SHOP SUPPLIES	45.95
09/09/2024	MENARDS	MISC TRAFFIC	9.16
09/09/2024	METRO WASTE AUTHORITY	YARD WASTE STICKERS	300.00
09/09/2024	METRO WASTE AUTHORITY	CURB IT - AUG 24	27,420.46
09/09/2024	METRO WASTE AUTHORITY	SOLID WASTE AUG 24	69,870.28
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	785.12
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	7,791.15
09/09/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	8,068.27
09/09/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	8,068.26
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	2,402.58
09/09/2024	MIDAMERICAN ENERGY DAV	PW BUILDING	1,300.68
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	2,150.79
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	579.67
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,267.29
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	24.02
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	19.95
09/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	40.48
09/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	51.91
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	12.60
09/09/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	39.24
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	333.15
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.56
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.00
09/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	101.45
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.00
09/09/2024	MIDAMERICAN ENERGY DAV	WATER FACILITIES	15.32
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	2,135.02
09/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	196.23
09/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	590.97
09/09/2024	MIDAMERICAN ENERGY DAV	WATER FACILITIES	617.49
09/09/2024	MID-IOWA ASSOC OF LOCAL GOVT	MIALG DUES	743.24
09/09/2024	MOTOROLA SOLUTIONS INC	2 USB CHARGER	2,489.60
09/09/2024	MOTOROLA SOLUTIONS INC	PD SINGLE UNIT CHARGERS - 16	1,980.48
09/09/2024	MOTOROLA SOLUTIONS INC	PD RADIO BATTERIES	4,881.90
09/09/2024	MOTOROLA SOLUTIONS INC	PD VEHICLE BATTERY CHARGERS - NEW RADIOS	2,232.72

Date Paid	Vendor Name	Description	Amount Paid
09/09/2024	MOTOROLA SOLUTIONS INC	MP MOBILE RADIO	9,904.96
09/09/2024	MOTOROLA SOLUTIONS INC	13 PD NEW HAND RADIOS	64,776.92
09/09/2024	MOTOROLA SOLUTIONS INC	RADIOS	107,054.96
09/09/2024	MOTOROLA SOLUTIONS INC	RADIOS	57,841.04
08/23/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	22,636.70
08/23/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,390.30
09/06/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	21,947.65
09/06/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,104.45
09/09/2024	NAGENDRA PABBISSETTY	REFUND DEPOSIT	27.04
09/09/2024	NAPA DISTRIBUTION CENTER	VEHICLE OPERATIONS	32.60
09/09/2024	NETWORKS	PROFESSIONAL FEES	187.50
09/09/2024	NETWORKS	SERVER HW MAINT	4,934.07
09/09/2024	NETWORKS	SW SUBSCR RENEWAL	4,702.08
09/09/2024	NETWORKS	HOSTED BACKUP	1,748.00
09/09/2024	NETWORKS	SOFTWARE SUBSCRIPTION	19.25
09/09/2024	NETWORKS	PROFESSIONAL FEES	952.50
09/09/2024	NETWORKS	HOSTED EMAIL	1,473.75
09/09/2024	NETWORKS	SOFTWARE SUBSCRIPTION	27.00
09/09/2024	NETWORKS	WIFI HARDWARE	10,855.90
09/09/2024	NYEMASTER-GOODE	PROSECUTIONS	8,141.00
09/09/2024	NYEMASTER-GOODE	CITY COUNCIL	850.00
09/09/2024	NYEMASTER-GOODE	LEGAL GENERAL	5,467.50
09/09/2024	NYEMASTER-GOODE	LEGAL HR	5,065.00
09/09/2024	OPN ARCHITECTS INC	PAY REQ 5- CITY HALL REMODEL DESIGN SERVICES	25,565.67
09/09/2024	ORIGINAL WATERMEN	SEASONAL STAFF APPAREL	5,719.34
09/09/2024	OVERHEAD DOOR COMPANY	DOOR REPAIR	171.50
09/09/2024	P J IOWA LC	CAC CONCESSIONS	509.52
09/09/2024	PEAK SOFTWARE SYSTEMS INC	TEXT SERVICES JUNE 2024	5.03
09/09/2024	PHIL DICKEY	MARTIAL ARTS INSTRUCTION	700.00
09/09/2024	PLUMB SUPPLY	BUILDING MAINT	165.10
09/09/2024	QUALITY RESOURCE GROUP INC	GOAT SHIRT	705.00
09/09/2024	QUALITY RESOURCE GROUP INC	GOAT SHIRTS	754.36
09/09/2024	QUICK SUPPLY CO	GROUNDS MAINT	158.00
09/09/2024	RADAR ROAD TEC	EQUIP MAINT & REPAIR	92.00
09/09/2024	RANGEMASTERS	UNIFORM ALLOW - J. NIELSEN	15.00
09/09/2024	RANGEMASTERS	UNIFORM ALLOW - M. DOLSEN	32.79
09/09/2024	RANGEMASTERS	UNIFORM ALLOW - J. ANNIS	32.79
09/09/2024	RANGEMASTERS	UNIFORM ALLOW - A. JONES	59.84
09/09/2024	RANGEMASTERS	RANGEMASTERS TRAINING	90.24
09/09/2024	RANGEMASTERS	UNIFORM ALLOW - J. LAMP	44.64
09/09/2024	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS TRENT	188.99
09/09/2024	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS ZIEGLER	200.00
09/09/2024	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS CADEN	149.59
08/23/2024	RELiance STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 8/17/2024	1,213.52
09/06/2024	RELiance STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 8/31/2024	1,201.27
09/09/2024	RES GREAT LAKES, LLC	GREENBELT MGMT PLAN PAY REQ 37	2,580.00
09/09/2024	RICK COLBERT	MAILBOX REIMBURSEMENT	96.27
09/09/2024	SADIE HEUERTZ	MISC CONTR WORK	150.00
09/09/2024	SCHNEIDER GRAPHICS	CAR 303 DECALS	1,823.53
09/09/2024	SECTOR	#206 KEYBOARD REPAIR	155.00
09/09/2024	SECTOR C/O US BANK N.A.	CAPITAL EQUIPMENT	4,486.08
09/09/2024	SEILER INSTRUMENT & MFG CO INC	GPS MAINT	630.00
09/09/2024	SHERWIN WILLIAMS	CAC RESTROOM PAINT	60.88
09/09/2024	SIRCHIE ACQUISITION COMPANY	DRUG TEST KITS	84.45
09/09/2024	SMITHGROUP, INC	LINNAN REDESIGN PRJCT PAY REQ 10	35,144.10
09/09/2024	SNYDER & ASSOCIATES	UNIVERSITY BLVD PUMP STATION PAY REQ 12	5,811.05
09/09/2024	SNYDER & ASSOCIATES	UNIVERSITY BLVD PUMP STATION PAY REQ 13	5,160.00
09/09/2024	SNYDER & ASSOCIATES	ALICE RD RECON PAY REQ 8	90,267.96

Date Paid	Vendor Name	Description	Amount Paid
08/20/2024	STERNQUIST CONSTRUCTION INC	HICKMAN RD/NW 161ST ST PAY REQ 4	222,168.40
09/09/2024	STRYKER SALES CORP	2 X-RESTRAINT PACKAGES	467.92
09/09/2024	SUPERIOR PEST CONTROL	PEST CONTOL	331.00
09/09/2024	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
09/09/2024	SUPERIOR PEST CONTROL	PEST CONTROL	47.85
09/09/2024	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
09/09/2024	TELEFLEX LLC	MEDICAL SUPPLIES	379.50
09/09/2024	TITAN MACHINERY	#781 VEHICLE MAINT	91.50
09/09/2024	TITAN MACHINERY	#783 VEHICLE MAINT	6.19
09/09/2024	TITAN MACHINERY	#781 FUEL CAP	67.75
09/09/2024	TNEMEC COMPANY INC	POOL PAINT	1,045.80
08/23/2024	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 8/17/2024	29,138.00
09/06/2024	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 8/31/2024	29,795.00
09/09/2024	TRITECH SOFTWARE SYSTEMS	ASSET MGMT MAINT	11,730.56
09/09/2024	TRITECH SOFTWARE SYSTEMS	ASSET MGMT LICENSES	16,800.00
09/09/2024	TRUENORTH COMPANIES LC	TRANSMISSION FEE	147.00
09/09/2024	UNITED CONTRACTORS INC	ASPHALT	1,139.18
08/23/2024	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 8/17/2024	162.12
09/06/2024	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 8/31/2024	162.12
09/09/2024	VAN DIEST SUPPLY COMPANY	NR POND CHEMICALS	862.63
09/09/2024	VERIZON	DATA PLANS	1,600.28
09/09/2024	VERIZON	CELL DATA SERVICE	166.53
09/09/2024	VERIZON	CELL DATA SERVICE	55.50
09/09/2024	VERIZON	CELL DATA SERVICE	166.53
09/09/2024	VERIZON	DATA PROCESSING HOT SPOTS	80.02
09/09/2024	VERIZON	DCU CELL	125.12
09/09/2024	VESTIS	UNIFORMS	18.66
09/09/2024	VESTIS	UNIFORMS	49.48
09/09/2024	VESTIS	UNIFORMS	49.75
09/09/2024	VESTIS	UNIFORMS	89.14
09/09/2024	VESTIS	UNIFORMS	19.53
09/09/2024	VESTIS	UNIFORMS	52.10
09/09/2024	VESTIS	UNIFORMS	52.10
09/09/2024	VESTIS	UNIFORMS	93.34
09/09/2024	VESTIS	UNIFORMS	96.22
09/09/2024	VESTIS	UNIFORMS	53.70
09/09/2024	VESTIS	UNIFORMS	53.77
09/09/2024	VESTIS	UNIFORMS	20.08
09/09/2024	WEST DES MOINES WATER WORKS	WATER FACILITIES	208.39
09/09/2024	ZIMCO SUPPLY CO	MATTING	240.00
09/09/2024	ZIMCO SUPPLY CO	GROUNDS MAINT	48.00
Grand Totals:			2,593,241.33

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

Bill List Claims	\$	2,593,241.33
(08/20/2024 - 09/20/2024)		
Payroll		
(08/23/2024)		369,394.37
(09/06/2024)		349,345.63
Total	\$	3,311,981.33

Of the total payrolls, \$596.14 are expense reimbursements.


Elizabeth Hansen, Director of Administrative Services

Date: 9/9/2024

Dated: _____

City Council:

Srikant Mikkilineni

Eric Klein

Ted Weaver

Michael McCoy

Susan Judkins



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: Approve Amended Mayoral Council/Staff Appointments - 2024

SYNOPSIS:

Staff is recommending approval of an amended mayoral council/staff appointment roster for 2024. The four amendments are:

1. The addition of appointments to the Central Iowa Water Works Long-Range Planning Committee
2. The addition of appointments to the Central Iowa Regional Drinking Water Commission
3. Adding Ted Weaver as an alternate for the Homeless Coordinating Council
4. Updating Police Chief to Rehberg

Attachments:

1. 2024 Mayor Appointments

MAYOR APPOINTMENTS 2024
09-12-2024

<u>Mayor Pro-tem</u>	Michael McCoy
<u>City Ambassador</u>	Eric Klein
<u>Animal Review Committee</u>	Ted Weaver, Srikant Mikkilineni, Matt McQuillen
<u>Bravo Greater Des Moines</u>	Susan Judkins, Rep, Pete De Kock, Alt.
<u>Central Iowa Code Consortium</u>	Ryan Mayer, Rep.
<u>Central Iowa Committee</u>	Jeff May, Rep., Jim Hagelie, Alt.
<u>Central Iowa Regional Drinking Water Commission</u>	John Edwards, Rep., Matt McQuillen, Alt.
<u>Central Iowa Water Trails Board/ICON</u>	Ted Weaver, Rep.
<u>Central Iowa Water Works</u>	John Edwards, Rep., Matt McQuillen, Alt.
<u>Central Iowa Water Works Long-Range Planning Committee</u>	Jeff May, Rep., Jerry Freestone, Alt.
<u>Central Iowa Water Works Technical Committee</u>	Jeff May, Rep., Jerry Freestone, Alt.
<u>Clive Community Foundation</u>	Ted Weaver, Rep., Richard Brown, Alt.
<u>Clive Historical Society</u>	Srikant Mikkilineni, Liaison, Pete De Kock, Alt.
<u>Convention/Visitors Bureau</u>	Eric Klein, Rep., John Edwards, Alt.
<u>County E911 Board</u>	Mark Rehberg, Rep., Clay Garcia, Alt. – Dallas Matt McQuillen, Rep., Mark Rehberg, Alt. – Polk
<u>Dallas County Emergency Management Commission</u>	John Edwards, Rep., Eric Klein, Alt. Mark Rehberg, Alt., Clay Garcia, Alt.
<u>Dallas County Housing Trust Fund Board</u>	Ryan Mayer
<u>DART</u>	Srikant Mikkilineni, Rep., Michael McCoy, Alt.
<u>Metro Advisory Council</u>	John Edwards, Rep., Eric Klein, Rep.
<u>Metro Waste Authority</u>	John Edwards, Rep., Ted Weaver, Alt.
<u>MILAG</u>	John Edwards, Rep., Michael McCoy, Alt.
<u>MPO Policy Group</u>	Ted Weaver, Rep., Eric Klein, Alt.,
<u>MPO Transportation Technical Committee</u>	Jeff May, Rep., Jim Hagelie, Alt.
<u>Multihazard Mitigation Plan</u>	John Edwards, Matt McQuillen, Richard Brown, Jeff May, Clay Garcia, Mark Rehberg, Elizabeth Hansen, Doug Ollendike

- Continued -

North Raccoon River WMA

Susan Judkins, Rep., Doug Ollendike, Alt.

Personnel Committee

John Edwards, Ted Weaver, Susan Judkins

Polk County Emergency Management Commission

John Edwards, Rep., Eric Klein, Alt. Clay Garcia, Alt.,
Mark Rehberg, Alt.

Polk County Homeless Coordinating Council

Susan Judkins, Rep., Ted Weaver, Alt.

Walnut Creek Watershed Management Authority

Susan Judkins, Rep., Srikant Mikkilineni, Alt. Doug
Ollendike, Alt.

WRA Management Agency

Michael McCoy, Rep., Matt McQuillen, Alt.

WRA Technical Agency

Jeff May, Rep., Jim Hagelie, Alt.



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: Approve New 5 Day Retail Alcohol Sales License Application - Your Private Bar - 18283 Valley View Circle

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Your Private Bar 09_13_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: Approve New 5 Day Retail Alcohol Sales License Application - Great Caterers of Iowa - 3815-3973 NW 183rd Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Great Caterers of Iowa 09_12_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: Approve New Retail Alcohol Sales License Application - Escapology
Escape Room - 8801 University Avenue, 107A

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Escapology Escape Room 10_07_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

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

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Chili's Grill & Bar 09_30_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

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

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Izumi 09_27_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: Approve Retail Alcohol Sales License Renewal - Toro Loco - 1945 NW 86th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Toro Loco 10_23_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: Approve Retail Alcohol Sales License Renewal - West Des Moines
Elks Lodge 2752 Inc - 2060 NW 94th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. West Des Moines Elks Lodge 11_01_2024



Memo

TO: Mayor and Council members

FROM:

DATE: September 12, 2024

RE: Resolution Approving Change Order #1-Absolute Concrete-Indian Hills Trail & Bridge Project-\$4,355.04

SYNOPSIS:

Staff is recommending approval of Change Order # 1 in the amount of \$4,355.04 to Absolute Concrete for work performed on the Indian Hills Trail & Bridge Project. The change order covers additional trail aggregate over run, rip-rap placed around bridge abutments, sidewalk panels and additional curb and gutter replacement.

Contract Breakdown:

Original Contract Amount - \$384,540.55

Change Order # 1 \$4355.04

Revised Contract Amount - \$388,895.59

Staff is recommending approval of Change order # 1

Attachments:

1. Resolution Approving Change Order #1 - Indian Hills Trail & Bridge Project
2. Absolute Concrete Change Order 1 Details

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR ABSOLUTE CONCRETE
INDIAN HILLS TRAIL & BRIDGE PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Absolute Concrete in regard to the Indian Hills Trail & Bridge Construction Project (the "Project"); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 1 and authorizing the Mayor to execute the same on behalf of the City of Clive, Iowa;

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

That Change Order #1 to the Indian Hills Trail & Bridge Project contract with Absolute Concrete, is hereby determined to be in the best interests of the residents of Clive, Iowa and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order #1 on behalf of City of Clive, Iowa.

PASSED AND APPROVED this ____ day of _____, 2024.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



City of Clive

Change Order Details

INDIAN HILLS TRAIL

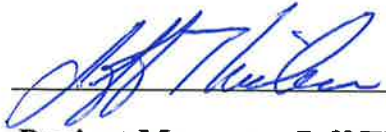
Description	NEW TRAIL AND PEDESTRIAN BRIDGE
Prime Contractor	Absolute Concrete 505 1st Street, PO Box 148 Slater, IA 50244
Change Order	1
Status	Pending
Date Created	08/14/2024
Type	Minor Overrun
Awarded Project Amount	\$384,540.55
Authorized Project Amount	\$384,540.55
Change Order Amount	\$4,355.04
Revised Project Amount	\$388,895.59

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0080	24-008	LF	\$51.000	168.000	\$8,568.00	20.000	\$1,020.00	188.000	\$9,588.00
CURB AND GUTTER, 2.5' WIDTH									
0100	24-010	SY	\$13.000	267.500	\$3,477.50	3.550	\$46.15	271.050	\$3,523.65
REMOVAL OF SIDEWALK									
0110	24-011	SY	\$14.250	2,170.000	\$30,922.50	150.000	\$2,137.50	2,320.000	\$33,060.00
SHARED USE PATH, 3/8" AGGREGATE (IDOT GRADATION #21), 6" DEPTH									
0130	24-013	SY	\$82.000	242.300	\$19,868.60	1.670	\$136.94	243.970	\$20,005.54
SIDEWALK, PCC, 4" DEPTH									
0170	24-017	LF	\$16.000	168.000	\$2,688.00	20.000	\$320.00	188.000	\$3,008.00
CURB AND GUTTER REMOVAL									
0410	24-041	TON	\$85.000	94.000	\$7,990.00	8.170	\$694.45	102.170	\$8,684.45
REVTMENT, CLASS E									
5 items			Totals		\$73,514.60		\$4,355.04		\$77,869.64

Mayor, City of Clive

Date



9/3/24

Project Manager, Jeff Thielen

Date



Field Engineer, Tony Clemenson

Date



8-16-24

Contractor,

Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 12, 2024

RE: Resolution Approving Change Order #2 - Mainline Construction - NW 99th Court Reconstruction - \$31,225.00

SYNOPSIS:

Staff is recommending approval of Change Order #2 in the amount of \$31,225.00 to Mainline Construction, Inc. for work performed on the above referenced project.

The change order covers the following items.

1. Additional sanitary and water pipe to establish service lines to residential properties.
2. Additional storm sewer structure with a single intake and manhole to better connect into the existing storm sewer along Lincoln Avenue. A single intake with no manhole structure will be zeroed out near the end of the project to account for the change in structure.
3. Additional driveway pavement replaced primarily for service connections.
4. Additional granular material for accessibility needs on the project.
5. Improved sanitary connections to meet procedures to provide water grade connections.

A breakdown of the contract status is as follows:

Previous Amended Contract Amount - \$1,546,703.44

Change Order #2 - \$31,225.00

Revised Contract Amount - \$1,577,928.44

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

Attachments:

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

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2
FOR MAINLINE CONSTRUCTION, INC.
NW 99th COURT RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with Mainline Construction, Inc. in regard to the NW 99th Court Reconstruction (the “Project”); and

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Nw 99th Court Reconstruction

Description	Total road reconstruction
Prime Contractor	Mainline Construction PO Box 173 Bondurant, IA 50035
Change Order	2
Status	Pending
Date Created	08/02/2024
Type	Changed Conditions
Summary	Intake and Driveway rock
Change Order Description	Driveway rock due to handicap persons in project.
Awarded Project Amount	\$1,521,703.44
Authorized Project Amount	\$1,546,703.44
Change Order Amount	\$31,225.00
Revised Project Amount	\$1,577,928.44

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0100	24-010	LF	\$75.000	673.000	\$50,475.00	100.000	\$7,500.00	773.000	\$57,975.00
SANITARY SERVICE, 4"									
0150	24-015	LF	\$10.000	935.000	\$9,350.00	15.000	\$150.00	950.000	\$9,500.00
REMOVE STORM SEWER, 15" RCP									
0240	24-024	LF	\$54.000	488.000	\$26,352.00	75.000	\$4,050.00	563.000	\$30,402.00
WATER SERVICE PIPE, 1" COPPER									
0310	24-031	EA	\$10,700.000	4.000	\$42,800.00	1.000	\$10,700.00	5.000	\$53,500.00
STORM SEWER INTAKE, SW-503									
0360	24-036	SY	\$7.000	764.000	\$5,348.00	100.000	\$700.00	864.000	\$6,048.00
REMOVAL OF DRIVEWAY									
0400	24-040	SY	\$63.150	784.000	\$49,509.60	100.000	\$6,315.00	884.000	\$55,824.60
DRIVEWAY, 6" PCC									
0410	24-041	SY	\$15.000	18.000	\$270.00	50.000	\$750.00	68.000	\$1,020.00
DRIVEWAY, 6" GRANULAR									
7 items			Totals	\$184,104.60		\$30,165.00		\$214,269.60	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0600	24-070	EA	4.000	\$265.000	\$1,060.00
SANITARY SEWER CONNECTION					
1 item					Total: \$1,060.00

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: September 12, 2024

RE: Resolution Approving Change Order #3 - Mainline Construction - NW
99th Court Reconstruction - \$25,000.00

SYNOPSIS:

Staff is recommending approval of Change Order #3 in the amount of \$25,000.00 to Mainline Construction, Inc. for work performed on the above referenced project.

The change order covers the incentive payment for stage 2 of the project as outlined in the construction contract. As indicated in the contract a lump sum incentive payment of \$25,000 for each stage of the construction would be awarded if completed in the specified number of calendar days, this stage's specified calendar days was 45 days. Stage 2 started construction on 7/15/2024 and was opened back to traffic on 8/26/2024 for a total of 43 days meeting the requirement of the incentive payment.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$1,577,928.44

Change Order #3 - \$25,000.00

Revised Contract Amount - \$1,602,928.44

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

Attachments:

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

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 3
FOR MAINLINE CONSTRUCTION, INC.
NW 99th COURT RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 3 to the contract with Mainline Construction, Inc. in regard to the NW 99th Court Reconstruction (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 3 and authorizing the Mayor to execute same on behalf of the City of Clive, Iowa.

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

That Change Order No. 3 to the contract with Mainline Construction, Inc. is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 3 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Nw 99th Court Reconstruction

Description	Total road reconstruction
Prime Contractor	Mainline Construction PO Box 173 Bondurant, IA 50035
Change Order	3
Status	Pending
Date Created	09/05/2024
Summary	Incentive Stage 2
Awarded Project Amount	\$1,521,703.44
Authorized Project Amount	\$1,577,928.44
Change Order Amount	\$25,000.00
Revised Project Amount	\$1,602,928.44

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0610	24-101	LS	1.000	\$25,000.000	\$25,000.00
Stage 2 to be completed 45 days after start date of stage 2					
1 item					Total: \$25,000.00

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: September 12, 2024

RE: Approve Pay Request #3 - J&K Contracting - NW Alderleaf Drive Water Connection - \$2,456.95

SYNOPSIS:

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

Pay Estimate #3 - \$2,456.95

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$52,613.00
Paid to Date	- <u>\$49,982.35</u>
Contract Remaining	- \$2,630.65

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 #3



City of Clive

Payment Invoice

ALDERLEAF WATER CONNECTION

Description	Boring water main under Warrior to connect into Waukee's system.
Payment Number	3
Pay Period	07/28/2024 to 08/31/2024
Approval Date	09/12/2024
Prime Contractor	J&K Contractors IA
Payment Status	Pending
Awarded Project Amount	\$49,832.00
Authorized Amount	\$52,613.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0090	24-067	AC	0.156	\$16,000.000	\$2,496.00
HYDRAULIC SEEDING TYPE 1					
0100	23-023	LF	40.000	\$2.500	\$100.00
FILTER SOCK					
					Section Total: \$2,596.00
					Project Total: \$2,596.00

Summary

Current Approved Work:	\$2,596.00	Approved Work To Date:	\$52,613.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$139.05	Retainage To Date:	\$2,630.65
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:	\$2,456.95	Payments To Date:	\$49,982.35
Previous Payment:	\$2,067.90	Previous Payments To Date:	\$47,525.40

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: September 12, 2024

RE: Approve Pay Request #3 - The Concrete Company - 2024 Arterial PCC Pavement Rehabilitation Project - \$422,323.93

SYNOPSIS:

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

Pay Estimate #3 - \$422,323.93

A breakdown of the contract status is as follows:

Contract Amount	-	\$985,337.50
Paid to Date	-	<u>\$929,567.40</u>
Contract Remaining	-	\$ 55,770.10

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

Attachments:

1. Pay Request #3



City of Clive

Payment Invoice

2024 Arterial PCC Pavement Rehabilitation Project

Description	Arterial patching on University Ave. and 128th street.
Payment Number	3
Pay Period	07/28/2024 to 08/31/2024
Approval Date	09/12/2024
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	1,654.000	\$165.000	\$272,910.00
PATCH, FULL DEPTH REPAIR					
0020	24-002	TON	135.000	\$45.000	\$6,075.00
SUBGRADE REPAIR					
0030	24-003	EA	2.000	\$4,500.000	\$9,000.00
INTAKE ADJUSTMENT, MAJOR					
0040	24-004	EA	3.000	\$2,500.000	\$7,500.00
MANHOLE CASTING, SW-601					
0050	24-005	LS	0.250	\$16,000.000	\$4,000.00
TEMPORARY TRAFFIC CONTROL					
0060	24-006	EACH	6.000	\$415.000	\$2,490.00
Project Total:					\$444,551.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
FLAGGER					
0080	24-008	EA	2.000	\$1,250.000	\$2,500.00
WATER VALVE ADJUSTMENT					
0140	24-014	SY	694.100	\$165.000	\$114,526.50
PATCH, FULL DEPTH REPAIR					
0150	24-015	TON	60.000	\$45.000	\$2,700.00
SUBGRADE REPAIR					
0160	24-016	EA	3.000	\$4,500.000	\$13,500.00
INTAKE ADJUSTMENT, MAJOR					
0170	24-017	EA	1.000	\$3,000.000	\$3,000.00
MANHOLE CASTING, SW-601					
0180	24-018	LS	0.500	\$3,500.000	\$1,750.00
TEMPORARY TRAFFIC CONTROL					
0200	24-020	EA	2.000	\$1,250.000	\$2,500.00
WATER VALVE ADJUSTMENT					
0210	24-021	LS	0.500	\$4,200.000	\$2,100.00
PRIMARY SLURRY CONTROL					
				Section Total: \$444,551.50	
				Project Total: \$444,551.50	

Summary

Current Approved Work:	\$444,551.50	Approved Work To Date:	\$978,492.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$22,227.57	Retainage To Date:	\$48,924.60
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:	\$422,323.93	Payments To Date:	\$929,567.40
Previous Payment:	\$455,363.50	Previous Payments To Date:	\$507,243.47

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Nolan Daft.	Date
Contractor,	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 12, 2024

RE: Approve Pay Request #5 - Mainline Construction - NW 99th Court
Reconstruction - \$197,513.27

SYNOPSIS:

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

Pay Estimate #5 - \$197,513.24

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,577,928.44
Paid to Date	- <u>\$1,128,857.87</u>
Contract Remaining	- \$449,070.57

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 #5



City of Clive

Payment Invoice

Nw 99th Court Reconstruction

Description Total road reconstruction

Payment Number 5

Pay Period 07/28/2024 to 08/31/2024

Prime Contractor Mainline Construction
PO Box 173
Bondurant, IA 50035

Payment Status Pending

Awarded Project Amount \$1,521,703.44

Authorized Amount \$1,577,928.44

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0020	24-002	CY	225.000	\$37.000	\$8,325.00
OFF-SITE TOPSOIL, 8"					
0030	24-003	CY	550.000	\$17.500	\$9,625.00
CLASS 10 EXCAVATION					
0050	24-005	SY	1,774.000	\$2.500	\$4,435.00
SUBGRADE PREPARATION					
0060	24-006	TON	50.269	\$390.000	\$19,604.91
SUBGRADE TREATMENT, 8% CEMENT					
0070	24-007	SY	1,774.000	\$12.500	\$22,175.00
SUBBASE, MODDIFIED, 6"					
0080	24-008	LS	0.330	\$10,000.000	\$3,300.00
COMPACTION TESTING					
Project Total:					\$207,908.70

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0100	24-010	LF	3.700	\$75.000	\$277.50
	SANITARY SERVICE, 4"				
0170	24-017	LF	675.000	\$18.500	\$12,487.50
	SUBDRAIN, 8" PVC				
0190	24-019	EA	3.000	\$280.000	\$840.00
	SUBDRAIN OUTLET AND CONNECTION, 8"				
0270	24-027	EA	1.000	\$750.000	\$750.00
	FIRE HYDRANT ASSEMBLY REMOVAL				
0280	24-028	EA	5.000	\$50.000	\$250.00
	VALVE BOX REMOVAL				
0310	24-031	EA	0.600	\$10,700.000	\$6,420.00
	STORM SEWER INTAKE, SW-503				
0340	24-034	SY	1,390.390	\$54.250	\$75,428.66
	PCC PAVEMENT, 7" C-SUD				
0350	24-035	SY	399.200	\$7.000	\$2,794.40
	REMOVAL OF SIDEWALK				
0370	24-037	SY	339.390	\$43.450	\$14,746.49
	SIDEWALK, 4" PCC				
0380	24-038	SY	14.800	\$60.600	\$896.88
	SIDEWALK, 6" PCC				
0390	24-039	SF	36.000	\$50.500	\$1,818.00
	DETECTABLE WARNINGS				
0400	24-040	SY	218.140	\$63.150	\$13,775.54
	DRIVEWAY, 6" PCC				
0410	24-041	SY	55.000	\$15.000	\$825.00
	DRIVEWAY, 6" GRANULAR				
0420	24-042	SY	35.730	\$9.000	\$321.57
	PAVEMENT REMOVAL				
0450	24-045	LS	0.340	\$3,000.000	\$1,020.00
	SWPPP-MANAGEMENT				
Project Total: \$207,908.70					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0460	24-046	LF	2,000.000	\$2.500	\$5,000.00
	FILTER SOCK, 12", INSTALLATION				
0490	24-049	AC	0.240	\$1,500.000	\$360.00
	EROSION CONTROL HYDROMULCHING, BFM				
0500	24-050	EA	5.000	\$225.000	\$1,125.00
	INLET PROTECTION DEVICE, DROP-IN, INSTALATION				
0510	24-051	EA	9.000	\$10.000	\$90.00
	INLET PROTECTION EVICE, DROP-IN, MAINTENANCE AND REMOVAL				
0570	24-057	LS	0.330	\$2,325.000	\$767.25
	CONCRETE WASHOUT				
0580	24-058	EA	3.000	\$150.000	\$450.00
	MAILBOXES, REMOVE AND REPLACE				
				Section Total: \$207,908.70	
				Project Total: \$207,908.70	

Summary

Current Approved Work:	\$207,908.70	Approved Work To Date:	\$1,188,271.44
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$10,395.43	Retainage To Date:	\$59,413.57
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:	\$197,513.27	Payments To Date:	\$1,128,857.87
Previous Payment:	\$265,092.13	Previous Payments To Date:	\$931,344.60

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: September 12, 2024

RE: Approve Pay Request #5 - Alliance Construction Group - NW 114th Street Reconstruction - \$51,228.41

SYNOPSIS:

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

Pay Estimate #5 - \$51,228.41

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,352,231.28
Paid to Date	- <u>\$333,836.82</u>
Contract Remaining	- \$1,018,394.46

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 #5



City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	5
Pay Period	07/28/2024 to 08/31/2024
Approval Date	09/12/2024
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					
0120	24-012	LF	112.000	\$23.000	\$2,576.00
SUBDRAIN, TYPE 2, PVC, 8"					
0130	24-013	EA	1.000	\$535.000	\$535.00
SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"					
0310	24-031	SY	465.200	\$68.500	\$31,866.20
PCC PAVEMENT, 8", C-SUD					
0340	24-034	SY	156.000	\$47.000	\$7,332.00
SIDEWALK, PCC, 4"					
0370	24-037	SY	150.850	\$77.000	\$11,615.45
DRIVEWAY, PAVED, PCC, 7"					
Section Total:					\$53,924.65
Project Total:					\$53,924.65

Summary

Current Approved Work:	\$53,924.65	Approved Work To Date:	\$343,872.53
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$85,325.08
Current Retainage:	\$2,696.24	Retainage To Date:	\$17,193.63
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:	\$51,228.41	Payments To Date:	\$333,836.82
Previous Payment:	\$114,289.69	Previous Payments To Date:	\$282,608.41

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 Lucas, Recreation Manager

DATE: September 12, 2024

RE: Approve Pay Request #6 - Corell Contractor - Cirkseena Park
Construction - \$133,739.10

SYNOPSIS:

Staff recommends approval of pay request #6. This pay request is for work performed to complete some planting and seeding, playground surfacing, and other park features.

Original Contract Amount: \$879,200.20

Change Order #1: \$1,598.00

Change Order #2: \$1,800.00

Revised Total Contract Amount: \$882,598.20

Paid to Date: \$651,043.74 (pay requests 1-5)

Pay Request #6: \$133,739.10

Contract Remaining: \$97,815.36

Attachments:

1. Pay App 6

APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: Corell Contractor, Inc.
1300 Lincoln Street
West Des Moines, IA 50265

CONTRACT FOR:

AIA DOCUMENT G702

PROJECT: Cirksena Park Project
3575 Westgate Parkway
Clive, IA

APPLICATION NO: 6

PERIOD TO: 05/31/24

ARCHITECT'S
PROJECT NO: 2701

CONTRACT DATE 07/14/23

PAGE ONE OF 2 PAGES

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$1,598.00	
Approved this Month			
Number	Date Approved		
2	pending	\$1,800.00	
TOTALS		\$3,398.00	\$0.00
Net change by Change Orders		\$3,398.00	

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

Contractor:

By:  Date: 5/31/24

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

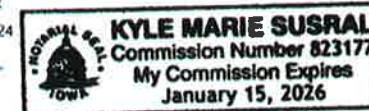
1. ORIGINAL CONTRACT SUM	\$879,200.20
2. Net change by Change Orders	\$3,398.00
3. CONTRACT SUM TO DATE (line 1 - 2)	\$882,598.20
4. TOTAL COMPLETED & STORED TO DATE	\$826,087.20
(Column G on G703)	
5. RETAINAGE:	
a. 5% of Completed Work	\$41,304.36
(Column D + E on G703)	
b. 0% of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$41,304.36
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$784,782.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$651,043.74
8. CURRENT PAYMENT DUE	\$133,739.10
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$97,815.36

State of: Iowa County of: Polk

Subscribed and sworn to before me this 31st day of MAY, 2024

Notary Public: Kyle Marie Susral

My Commission expires: 01-15-2026



AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:  Date: 6/20/2024

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

Containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO: 6

APPLICATION DATE: 05/31/24

PERIOD TO: 05/31/24

ARCHITECT'S PROJECT NO: 2701

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1-5	Base Bid earthwork	141,297.00	141,297.00			141,297.00	100%	0.00	
6-23	storm sewer	96,421.00	96,421.00			96,421.00	100%	0.00	
24-27	paving	104,115.00	104,115.00			104,115.00	100%	0.00	
28-33	seeding	62,307.50		31,330.00		31,330.00	50%	30,977.50	
34-39	plants	45,910.00	30,156.00	13,689.00		43,845.00	96%	2,065.00	
40-42	bioretention	76,427.00	76,427.00			76,427.00	100%	0.00	
43-59	erosion control	92,904.50	73,696.00	2,040.00		75,736.00	82%	17,168.50	
60	construction survey	6,825.00	6,825.00			6,825.00	100%	0.00	
61-62	mobilization	28,420.70	28,420.70			28,420.70	100%	0.00	
63-66	play features	23,400.00	23,400.00			23,400.00	100%	0.00	
67	playground surface -base bid	18,850.30		18,850.30		18,850.30	100%	0.00	
68	shade structure	40,000.00	40,000.00			40,000.00	100%	0.00	
69-73	park features	63,074.00	27,874.00	28,900.00		56,774.00	90%	6,300.00	
ALT 2	playground surface - alternate 2	79,248.20	33,279.50	45,968.70		79,248.20	100%	0.00	
CO 1.1	construction survey - add control setup w/ new coordinates	800.00	800.00			800.00	100%	0.00	
CO 1.2	class e rip rap - add to exist outlet (s end of forebay)	798.00	798.00			798.00	100%	0.00	
CO 2	remove & reset notched posts per onsite meeting	1,800.00	1,800.00			1,800.00	100%	0.00	
		882,598.20	685,309.20	140,778.00	0.00	826,087.20		56,511.00	



Memo

TO: Mayor and Council members

FROM: Jeff Lucas, Recreation Manager

DATE: September 12, 2024

RE: Approve Pay Request #7 - Corell Contractor - Cirkseena Park
Construction - \$6,382.10

SYNOPSIS:

Staff recommends approval of pay request #7. This pay request is for work performed to complete install of park benches and trash receptacles.

Original Contract Amount: \$879,200.20

Change Order #1: \$1,598.00

Change Order #2: \$1,800.00

Revised Total Contract Amount: \$882,598.20

Paid to Date: \$784,782.84 (pay requests 1-6)

Pay Request #7: \$6,382.10

Contract Remaining: \$91,433.26 + \$41,640.26 (retainage)

Attachments:

1. Pay App 7

APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: Corell Contractor, Inc.
1300 Lincoln Street
West Des Moines, IA 50265

CONTRACT FOR:

PROJECT:

AIA DOCUMENT G702

Cirksena Park Project
3575 Westgate Parkway
Clive, IA

APPLICATION NO: 7

PERIOD TO: 06/30/24

ARCHITECT'S
PROJECT NO: 2701

CONTRACT DATE 07/14/23

PAGE ONE OF 2 PAGES

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$1,598.00	
Approved this Month			
Number	Date Approved	\$1,800.00	
2	pending		
TOTALS		\$3,398.00	\$0.00
Net change by Change Orders		\$3,398.00	

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

Contractor:

By:

Date: 7/12/24

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$879,200.20
2. Net change by Change Orders	\$3,398.00
3. CONTRACT SUM TO DATE (line 1 - 2)	\$882,598.20
4. TOTAL COMPLETED & STORED TO DATE ...	\$832,805.20
(Column G on G703)	
5. RETAINAGE:	
a. 5% of Completed Work	\$41,640.26
(Column D + E on G703)	
b. 0% of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$41,640.26
6. TOTAL EARNED LESS RETAINAGE	\$791,164.94
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$784,782.84
8. CURRENT PAYMENT DUE	\$6,382.10
9. BALANCE TO FINISH, PLUS RETAINAGE ...	\$91,433.26
(Line 3 less Line 6)	

State of: Iowa

County of: Polk

Subscribed and sworn to before me this 13th day of JULY, 2024

Notary Public: Kyle Marie Susral

My Commission expires: 01-15-2026



AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: M. P.

Date: 7/19/2024

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

Containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO: 7

APPLICATION DATE: 07/12/24

PERIOD TO: 06/30/24

ARCHITECT'S PROJECT NO: 2701

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Base Bid								
1-5	earthwork	141,297.00	141,297.00			141,297.00	100%	0.00	
6-23	storm sewer	96,421.00	96,421.00			96,421.00	100%	0.00	
24-27	paving	104,115.00	104,115.00			104,115.00	100%	0.00	
28-33	seeding	62,307.50	31,330.00			31,330.00	50%	30,977.50	
34-39	plants	45,910.00	43,845.00			43,845.00	96%	2,065.00	
40-42	bioretention	76,427.00	76,427.00			76,427.00	100%	0.00	
43-59	erosion control	92,904.50	75,736.00	418.00		76,154.00	82%	16,750.50	
60	construction survey	6,825.00	6,825.00			6,825.00	100%	0.00	
61-62	mobilization	28,420.70	28,420.70			28,420.70	100%	0.00	
63-66	play features	23,400.00	23,400.00			23,400.00	100%	0.00	
67	playground surface -base bid	18,850.30	18,850.30			18,850.30	100%	0.00	
68	shade structure	40,000.00	40,000.00			40,000.00	100%	0.00	
69-73	park features	63,074.00	56,774.00	6,300.00		63,074.00	100%	0.00	
ALT 2	playground surface - alternate 2	79,248.20	79,248.20			79,248.20	100%	0.00	
CO 1.1	construction survey - add control setup w/ new coordinates	800.00	800.00			800.00	100%	0.00	
CO 1.2	class e rip rap - add to exist outlet (s end of forebay)	798.00	798.00			798.00	100%	0.00	
CO 2	remove & reset notched posts per onsite meeting	1,800.00	1,800.00			1,800.00	100%	0.00	
		882,598.20	826,087.20	6,718.00	0.00	832,805.20		49,793.00	



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: September 12, 2024

RE: Approve Pay Request #8 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 Design - \$90,267.96

SYNOPSIS:

See Attached Council Letter

Attachments:

1. 09-12-24 - Pay Request #8 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$90,267.96
2. CL - 09-12-24 - Pay Request #8 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$90,267.96



INVOICE FOR PROFESSIONAL SERVICES

August 27, 2024

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

Invoice No: 123.1396.01 - 8

Email jmay@cityofclive.com

Project 123.1396.01 Alice's Road Reconstruction- Phase 1

Professional Services through July 31, 2024

Division 1

(50% Waukee / 50% Clive)

	Hours	Rate	Amount	
Principal Engineer II	4.00	252.00	1,008.00	
Principal Engineer I	24.00	237.00	5,688.00	
Sr. Engineer	1.00	216.00	216.00	
Engineer VIII	55.50	198.00	10,989.00	
Environmental Scientist VII	13.50	187.00	2,524.50	
Engineer II	114.25	128.00	14,624.00	
Environmental Scientist I	6.75	115.00	776.25	
Lead Technician	139.00	150.00	20,850.00	
Sr. Technician	2.00	144.00	288.00	
Technician V	4.00	101.00	404.00	
Total Services	364.00		57,367.75	
Total Services				57,367.75

Stantec Consultant Services Inc.				
7/22/2024	Stantec Consultant Services Inc.	Services	10,518.25	
	Total Consultants			10,518.25

Fleet Mileage				20.96
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Billing Limits	Current	Prior	To-Date	
Total Billings	67,906.96	373,896.51	441,803.47	
Limit			726,500.00	
Remaining			284,696.53	
		Phase Subtotal		\$67,906.96

Division 2

(15% Waukee / 85% Clive)

	Hours	Rate	Amount	
Principal Engineer I	5.00	237.00	1,185.00	
Sr. Engineer	3.50	216.00	756.00	
Engineer VIII	13.50	198.00	2,673.00	

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	8
Engineer II		.50	128.00	64.00
Sr. Technician		2.00	144.00	288.00
Total Services		24.50		4,966.00
Total Services				4,966.00
Stantec Consultant Services Inc.				
7/22/2024	Stantec Consultant Services Inc.	Services		2,742.75
Total Consultants				2,742.75
Billing Limits		Current	Prior	To-Date
Total Billings		7,708.75	81,388.66	89,097.41
Limit				344,100.00
Remaining				255,002.59
			Phase Subtotal	\$7,708.75

Division 3

(0% Waukee / 100% Clive)

		Hours	Rate	Amount
Principal Engineer I		6.50	237.00	1,540.50
Sr. Engineer		5.50	216.00	1,188.00
Engineer VIII		6.00	198.00	1,188.00
Environmental Scientist VII		19.50	187.00	3,646.50
Archaeologist V		1.00	166.00	166.00
Environmental Scientist I		6.50	115.00	747.50
Total Services		45.00		8,476.50
Total Services				8,476.50
Stantec Consultant Services Inc.				
7/22/2024	Stantec Consultant Services Inc.	Services		6,175.75
Total Consultants				6,175.75
Billing Limits		Current	Prior	To-Date
Total Billings		14,652.25	175,526.51	190,178.76
Limit				866,400.00
Remaining				676,221.24
			Phase Subtotal	\$14,652.25

Amount Due this Invoice **\$90,267.96**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Gabriel Nelson

August 23, 2024

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

RE: INVOICE NO. 8
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 July 31, 2024.

During this period our work effort has focused on advancing preliminary design and plan production for phase 1A/1B. We also advanced preliminary design for phases 2-4 to inform environmental work in that area related to wetland/stream delineation, threatened/endangered species survey, cultural resources, and research into the Shuler Mine to be used in the PEL document.

The PEL/NEPA documentation may take considerable time to complete and as such we are going to begin that effort under current budgets. We anticipated submission of an amendment to add the PEL/NEPA scope which may include repurposing existing budgets. Please contact me with any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.



Nathan Carhoff, P.E.
Project Manager

Enclosure

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

	Division 1			Division 2			Division 3			Totals		
	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Contract Total	Clive	Waukee
		50%	50%		85%	15%		100%	0%			
Invoice #1	\$18,946.03	9,473.02	9,473.01	16,280.21	13,838.18	2,442.03	22,529.45	22,529.45	-	57,755.69	45,840.65	11,915.04
Invoice #2	28,684.50	14,342.25	14,342.25	7,782.19	6,614.86	1,167.33	17,857.06	17,857.06	-	54,323.75	38,814.17	15,509.58
Invoice #3	60,433.92	30,216.96	30,216.96	11,943.26	10,151.77	1,791.49	33,524.00	33,524.00	-	105,901.18	73,892.73	32,008.45
Invoice #4	69,319.72	34,659.86	34,659.86	25,690.00	21,836.50	3,853.50	41,203.75	41,203.75	-	136,213.47	97,700.11	38,513.36
Invoice #5	78,192.26	39,096.13	39,096.13	6,513.00	5,536.05	976.95	20,341.50	20,341.50	-	105,046.76	64,973.68	40,073.08
Invoice #6	62,476.47	31,238.24	31,238.23	5,482.00	4,659.70	822.30	22,602.00	22,602.00	-	90,560.47	58,499.94	32,060.53
Invoice #7	55,843.61	27,921.81	27,921.80	7,698.00	6,543.30	1,154.70	17,468.75	17,468.75	-	81,010.36	51,933.86	29,076.50
Invoice #8	67,906.96	33,953.48	33,953.48	7,708.75	6,552.44	1,156.31	14,652.25	14,652.25	-	90,267.96	55,158.17	35,109.79
Total Billed to Date	\$ 441,803.47	\$ 220,901.75	\$ 220,901.72	\$ 89,097.41	\$ 75,732.80	\$ 13,364.61	\$ 190,178.76	\$ 190,178.76	-	\$ 721,079.64	\$ 486,813.31	\$ 234,266.33
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: September 12, 2024
RE: Approve Pay Request #8 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$90,267.96



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% Wauke 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 #8 in the amount of \$90,267.96, 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
Pay Request #7 (08/08/24)	\$ 27,921.81	\$ 27,921.80	\$ 55,843.61
Pay Request #8 (09/12/24)	\$ 33,953.48	\$ 33,953.48	\$ 67,906.96
Amount Requested to Date – Division 1	\$ 186,948.27	\$ 186,948.24	\$ 373,896.51
Amount paid previously – Division 1	\$ 186,948.27	\$ 186,948.24	\$ 373,896.51
Amount due this pay request – Division 1	\$ 33,953.48	\$ 33,953.48	\$ 67,906.96
Amount remaining - Division 1	\$ 142,348.25	\$ 142,348.28	\$ 284,696.53
 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
Pay Request #8 (08/08/24)	\$ 6,552.44	\$ 1,156.31	\$ 7,708.75
Total Requested to Date – Division 2	\$ 75,732.80	\$ 13,364.61	\$ 89,097.41
Amount paid previously – Division 2	\$ 69,180.36	\$ 12,208.30	\$ 81,388.66
Amount due this pay request – Division 2	\$ 6,552.44	\$ 1,156.31	\$ 7,708.75
Amount remaining - Division 2	\$ 216,752.20	\$ 38,250.39	\$ 255,002.59
 Division 3 Approved Agreement Amount	 \$ 866,400.00	 \$ 0.00	 \$ 866,400.00

Pay Request #1 (02/22/24)	\$ 22,529.45	\$ 0.00	\$ 22,529.45
Pay Request #2 (03/14/24)	\$ 17,857.06	\$ 0.00	\$ 17,857.06
Pay Request #3 (04/11/24)	\$ 33,524.00	\$ 0.00	\$ 33,524.00
Pay Request #4 (05/23/24)	\$ 41,203.75	\$ 0.00	\$ 41,203.75
Pay Request #5 (06/13/24)	\$ 20,341.50	\$ 0.00	\$ 20,341.50
Pay Request #6 (07/25/24)	\$ 22,602.00	\$ 0.00	\$ 22,602.00
Pay Request #7 (08/8/24)	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Pay Request #8 (09/12/24)	\$ 14,652.25	\$ 0.00	\$ 14,652.25
Total Requested to Date – Division 3	\$ 190,178.76	\$ 0.00	\$ 190,178.76
Amount paid previously – Division 3	\$ 175,526.51	\$ 0.00	\$ 175,526.51
Amount due this pay request – Division 3	\$ 14,652.25	\$ 0.00	\$ 14,652.25
Amount remaining - Division 3	\$ 676,221.24	\$ 0.00	\$ 676,221.24
Total Amount Requested to Date	\$ 486,813.31	\$ 234,266.33	\$ 721,079.64
Total Amount Paid Previously	\$ 431,655.14	\$ 199,156.54	\$ 630,811.68
Total Amount due this pay request	\$ 58,499.94	\$ 32,060.53	\$ 90,560.47
Total Amount Remaining on Contract	\$ 1,035,321.69	\$ 180,598.67	\$ 1,215,920.36

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: September 12, 2024

RE: Approve Pay Request #10 - Smithgroup - Linnan Redesign Project - \$35,144.10

SYNOPSIS:

Staff is recommending approval of Pay Request #9 to Smithgroup for the Linnan Park project in the amount of \$35,144.10

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

Pay Request #10: 35,144.10

Total remaining contract amount: \$520,441.10

Attachments:

1. Smithgroup Pay Request Linnan #10

INVOICE

SMITHGROUP

SMITHGROUP, INC

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

August 14, 2024
Project No: 14880
Invoice No: 0180656

Invoice Total \$35,144.10

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

Professional Services from June 29, 2024 to July 26, 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	61.00	238,198.90	203,054.80	35,144.10
Amendment 2024-0531 (Approved 6/13/24)	368,150.00	0.00	0.00	0.00	0.00
Total Fee	758,640.00		238,198.90	203,054.80	35,144.10
Total Fee					35,144.10
Total this Contract					\$35,144.10
Total this Invoice					<u>\$35,144.10</u>

"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: Jonathan Cygan, Civil Engineer

DATE: September 12, 2024

RE: Approve Pay Request #11 (final) - J&K Contracting - Rio Valley Water Main Replacement Phase 2 - \$35,823.36

SYNOPSIS:

Staff is recommending approval of a Pay Request to J&K Contracting releasing the remaining retainage on the above referenced project.

Pay Estimate #11 (retainage release) - \$35,823.36

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,474,487.20
Paid to Date	- <u>\$1,474,487.20</u>
Contract Remaining	- \$0.00

Per J&K Contracting's Letter of Directive 2/22/23, checks must be payable to J&K Contracting but addressed to the following below.

North American Construction Services, Inc.
1710 Douglas Drive N.
Golden Valley, MN 55422

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 #11



City of Clive

Payment Invoice

Rio Valley Area Water Main Replacement-Phase 2

Description	Rio valley neighborhood water main replacement. Phase 2
Payment Number	11
Pay Period	06/16/2024 to 08/21/2024
Approval Date	09/12/2024
Prime Contractor	J&K Contractors IA
Payment Status	Pending
Awarded Project Amount	\$1,400,060.00
Authorized Amount	\$1,474,487.20

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0440	23-044	LS	1.000	\$0.000	\$0.00
PRIMARY SLURRY CONTROL					
					Section Total: \$0.00
					Project Total: \$0.00

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$1,474,487.20
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$73,724.36
Current Retainage Released:	\$35,823.36	Retainage Released To Date:	\$73,724.36
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$35,823.36	Payments To Date:	\$1,474,487.20
Previous Payment:	\$570.00	Previous Payments To Date:	\$1,438,663.84

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Jared Eslinger	Date
Contractor, J&K Contractors	Date



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: September 12, 2024

RE: Approve Pay Request #12 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$5,811.05

SYNOPSIS:

At the March 24, 2022 City Council Meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of improvements to the City's water pump station on University Boulevard. The pump station controls are outdated and the electric panels are located outside. The Consultant is working on the design and has submitted a request for pay. Staff recommends approval of Pay Request #12, in the amount of \$5,811.02 to Snyder & Associates, for professional services completed on the design for the University Boulevard Pump Station Improvements Project.

Pay Request Summary

Approved Agreement Amount	\$ 101,800.00
Pay Request #1 (8/11/22)	\$ 1,870.07
Pay Request #2 (8/11/22)	\$ 4,621.50
Pay Request #3 (9/8/22)	\$ 3,361.88
Pay Request #4 (10/13/22)	\$ 2,231.50
Pay Request #5 (1/12/23)	\$ 4,576.50
Pay Request #6 (6/8/23)	\$ 1,886.50
Pay Request #7 (7/13/23)	\$ 1,297.50
Pay Request #8 (8/10/23)	\$ 1,932.75
Pay Request #9 (10/12/23)	\$ 1,257.26
Pay Request #10 (11/9/23)	\$ 1,092.50
Pay Request #11 (1/11/24)	\$ 1,330.00
Pay Request #12 (9/12/24)	\$ 5,811.05
Total Requested to Date	\$ 31,269.01
Amount paid previously	\$ 25,457.96
Amount due this pay request	\$ 5,811.05
Amount remaining on Agreement	\$ 70,530.99

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. 09-12-24 - University Boulevard Pump Station Improvements - Snyder & Associates - Pay Request #12 - \$5,811.05



INVOICE FOR PROFESSIONAL SERVICES

July 30, 2024

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

Invoice No: 122.0393.01 - 12

Email jmay@cityofclive.com
jhagelie@cityofclive.com

Project 122.0393.01 University Blvd. Booster Station Facility Upgrade

Professional Services through June 30, 2024

Basic Services

Administration

Hourly Services

	Hours	Rate	Amount	
Principal Engineer	3.00	209.00	627.00	
Total Services	3.00		627.00	627.00

Employee Mileage			26.80	
Total Expenses			26.80	26.80

Task Subtotal \$653.80

Billings to Date	Total 3,367.33	Prior 2,713.53	Current 653.80
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Survey

Task Subtotal 0.00

Billings to Date	Total 270.68	Prior 270.68	Current 0.00
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Preliminary Design

Hourly Services

	Hours	Rate	Amount	
Principal Engineer	3.75	209.00	783.75	
Environmental Scientist IV	4.50	136.00	612.00	
Lead Technician	3.00	133.00	399.00	
Technician VIII	26.00	118.00	3,068.00	
Total Services	37.25		4,862.75	4,862.75

Task Subtotal \$4,862.75

Billings to Date	Total 4,929.25	Prior 66.50	Current 4,862.75
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Final Design

Task Subtotal 0.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	122.0393.01	Clv-UniversityBlvdBoosterStaFacilUpgrade	Invoice	12
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Permitting

Task Subtotal 0.00

Bidding

Task Subtotal 0.00

Conceptual Design

Hourly Services

	Hours	Rate	Amount	
Principal Engineer	.50	209.00	104.50	
Sr. Engineer	1.00	190.00	190.00	
Total Services	1.50		294.50	
				294.50
				Task Subtotal \$294.50

Billings to Date	Total 20,769.00	Prior 20,474.50	Current 294.50
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Billing Limits

	Current	Prior	To-Date
Total Billings	5,811.05	23,525.21	29,336.26
Limit			101,800.00
Remaining			72,463.74
			Phase Subtotal \$5,811.05

Additional Services

City Water Demand Projection Updates

Task Subtotal 0.00

Billings to Date	Total 1,932.75	Prior 1,932.75	Current 0.00
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Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	1,932.75	1,932.75
Limit			2,500.00
Remaining			567.25
			Phase Subtotal 0.00

Amount Due this Invoice \$5,811.05

Billings to Date	Total 31,269.01	Prior 25,457.96	Current 5,811.05
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Brett Paige



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: September 12, 2024

RE: Approve Pay Request #13 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$5,160.00

SYNOPSIS:

At the March 24, 2022 City Council Meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of improvements to the City's water pump station on University Boulevard. The pump station controls are outdated and the electric panels are located outside. The Consultant is working on the design and has submitted a request for pay. Staff recommends approval of Pay Request #13, in the amount of \$5,160.00 to Snyder & Associates, for professional services completed on the design for the University Boulevard Pump Station Improvements Project.

Pay Request Summary

Approved Agreement Amount	\$ 101,800.00
Pay Request #1 (8/11/22)	\$ 1,870.07
Pay Request #2 (8/11/22)	\$ 4,621.50
Pay Request #3 (9/8/22)	\$ 3,361.88
Pay Request #4 (10/13/22)	\$ 2,231.50
Pay Request #5 (1/12/23)	\$ 4,576.50
Pay Request #6 (6/8/23)	\$ 1,886.50
Pay Request #7 (7/13/23)	\$ 1,297.50
Pay Request #8 (8/10/23)	\$ 1,932.75
Pay Request #9 (10/12/23)	\$ 1,257.26
Pay Request #10 (11/9/23)	\$ 1,092.50
Pay Request #11 (1/11/24)	\$ 1,330.00
Pay Request #12 (9/12/24)	\$ 5,811.05
Pay Request #13 (9/12/24)	\$ 5,160.00
Total Requested to Date	\$ 36,429.01
Amount paid previously	\$ 31,269.01
Amount due this pay request	\$ 5,160.00
Amount remaining on Agreement	\$ 65,370.99

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. 09-12-24 - University Boulevard Pump Station Improvements - Snyder & Associates - Pay Request #13 - \$5,160.00



INVOICE FOR PROFESSIONAL SERVICES

August 30, 2024

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

Invoice No: 122.0393.01 - 13

Email jmay@cityofclive.com
jhagelie@cityofclive.com

Project 122.0393.01 University Blvd. Booster Station Facility Upgrade

Professional Services through July 31, 2024

Basic Services

Administration

Hourly Services

	Hours	Rate	Amount	
Principal Engineer	.50	209.00	104.50	
Total Services	.50		104.50	
				104.50
		Task Subtotal		\$104.50

Billings to Date	Total 3,471.83	Prior 3,367.33	Current 104.50
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Survey

Hourly Services

	Hours	Rate	Amount	
Administrative II	.50	68.00	34.00	
Total Services	.50		34.00	
				34.00
		Task Subtotal		\$34.00

Billings to Date	Total 304.68	Prior 270.68	Current 34.00
------------------	-----------------	-----------------	------------------

Preliminary Design

Hourly Services

	Hours	Rate	Amount	
Principal Engineer	.50	209.00	104.50	
Lead Technician	10.50	133.00	1,396.50	
Technician VIII	18.75	118.00	2,212.50	
Technician VII	12.00	109.00	1,308.00	
Total Services	41.75		5,021.50	
				5,021.50
		Task Subtotal		\$5,021.50

Billings to Date	Total 9,950.75	Prior 4,929.25	Current 5,021.50
------------------	-------------------	-------------------	---------------------

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	122.0393.01	Clv-UniversityBlvdBoosterStaFacilUpgrade	Invoice	13
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Final Design

Task Subtotal 0.00

Permitting

Task Subtotal 0.00

Bidding

Task Subtotal 0.00

Conceptual Design

Task Subtotal 0.00

	Total	Prior	Current	
Billings to Date	20,769.00	20,769.00	0.00	
Billing Limits		Current	Prior	To-Date
Total Billings		5,160.00	29,336.26	34,496.26
Limit				101,800.00
Remaining				67,303.74
			Phase Subtotal	\$5,160.00

Additional Services

City Water Demand Projection Updates

Task Subtotal 0.00

	Total	Prior	Current	
Billings to Date	1,932.75	1,932.75	0.00	
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	1,932.75	1,932.75
Limit				2,500.00
Remaining				567.25
			Phase Subtotal	0.00

Amount Due this Invoice \$5,160.00

Outstanding Invoices

Number	Date	Balance
12	7/30/2024	5,811.05
Total		5,811.05

Total Now Due \$10,971.05

	Total	Prior	Current
Billings to Date	36,429.01	31,269.01	5,160.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Brett Paige



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: September 12, 2024

RE: Approve pay request #37-RES-Greeneblt Management Plan-\$2,580.00

SYNOPSIS:

Staff is recommending approval of pay request # 37 to Resource Environmental Solutions for the work completed to date on the Greenbelt Management Plan-\$2,580.00.

Contract Breakdown:

AES Contract Amendment # 1 (Development of plans specifications and bid documents) - \$38,141.

AES Contract Amendment # 2 (Evaluation of effectiveness of goat program) - \$5,680

AES Contract Amendment # 3 (Construction oversight) - \$36,000

RES Contract Amendment # 4 (Additional construction oversight) - \$16,500

Total contract amount - \$96,321.00

Pay Request # 1: \$1,090.00.

Pay Request # 2: \$2,116.25.

Pay Request # 3: \$973.75.

Pay Request # 4: \$12,017.50.

Pay Request # 5: \$7,383.81.

Pay Request # 6: \$6,000.00.

Pay Request # 7: \$1,725.63.

Pay Request # 8: \$1,225.00.

Pay Request # 9: \$1,177.50.

Pay Request #10: \$3,378.13.

Pay Request # 11: \$6,063.16.

Pay Request # 12: \$381.25.

Pay Request # 13: \$627.50.

Pay Request # 14: \$4,449.79.

Pay Request # 15: \$3,876.64.

Pay Request # 16: \$1,907.50.

Pay Request # 17: \$1,051.58.

Pay Request # 18: \$2,250.23.

Pay Request # 19: \$805.00.

Pay Request # 20: \$1,382.50.

Pay Request # 21: \$356.25.

Pay Request # 22: \$5108.75.

Pay Request # 23: \$591.25.

Pay Request # 24: \$935.87.

Pay Request # 25: \$3,700.46.

Pay Request # 26: \$482.50.

Pay Request # 27: \$1,539.15.

Pay Request # 28: \$1,171.25.

Pay Request # 29: \$890.00.

Pay Request # 30: \$320.00.

Pay Request # 31: \$993.75.

Pay Request # 32: \$1,136.25.

Pay Request # 33: \$1866.24.

Pay Request # 34: \$1345.40.

Pay Request # 35: \$766.10.

Pay Request # 36: \$3,763.91

Pay Request # 37: \$2,580.00

Contract Breakdown:

Paid to Date: \$87,429.85

Contract Remaining: \$8,891.15

Attachments:

1. 1 RES Pay Request # 37 \$2,580.00



RES Great Lakes, LLC, a company of
Resource Environmental Solutions, LLC
6575 West Loop South Suite 300
Bellaire TX 77401 United States
P: (225) 372-6108

Invoice

#IN44834

April 03, 2024

Bill To

City of Clive
1900 NW 114 Street
Clive IA 50325
United States

Amount Due:

\$2,580.00

Project

PRJ104765 Clive Greenbelt NRI

Project Manager

Benjamin Staehlin (bstaehlin@res.us)

Billing Period

Mar 2024

PO #

Jeff Thielen

Attn

Jeff Thielen

Delivery Email

jthielen@cityofclive.com

Comment

jthielen@cityofclive.com AES ID #18-0897

Task: Conduct Additional Construction Oversight**Professional Personnel****Billable****Hours****Rate****Amount****Ecologist**

Staehlin, Benjamin

24.00

85.00

2,040.00

Senior Ecologist

Mensing, Douglas

4.00

135.00

540.00

Total Labor

28.00

2,580.00

Total this Task

\$2,580.00

Invoice Total

\$2,580.00

Remit Address

All checks should be mailed to:
RES Great Lakes, LLC
6575 West Loop South Suite 300
Bellaire, TX 77401

Questions

Contact — receivables@res.us

- Banking information for ACH
payments

- Send all payment remittance advice

- W9

- Past due invoice copies

Contact — bstaehlin@res.us

- COI Requests

- Project related questions or
concerns

APPROVED FOR PAYMENT

BY *MT*

DATE *9/14/24*

ACCT # *001-5430-6422*

ITEM *Greenbelt Master Plan*

Pay Request #37



IN44834

1 of 1



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: September 12, 2024

RE: Resolution Approving Contract for Greenbelt Landing Bid Package #22
Plumbing and Mechanical, Central Iowa Mechanical - \$259,869.00

SYNOPSIS:

At its August 22, 2024, meeting, the City Council approved the bid by Central Iowa Mechanical for Bid Package #22 Plumbing and Mechanical for the Greenbelt Landing project.

Staff recommends approval of the contract with Central Iowa Mechanical for Bid Package #22 in the amount of \$259,869.

Attachments:

1. Bid Package 22 (A132 - 2019 Agreement) - Clive Greenbelt - Central Iowa Mechanical 20240827
2. Resolution - Greenbelt Landing Contract #22
3. Appendix A - Greenbelt Landing Bid Tab

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the Twelfth day of September in the year 2024
(In words, indicate day, month, and year.)

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

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

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

Central Iowa Mechanical
1720 Fuller Rd, Ste 100
West Des Moines, IA 50265

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

City of Clive Greenbelt Landing

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

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

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

Smith Group
233 North Water Street
Suite 502
Milwaukee, WI 53202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. 22

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

As soon as all required paperwork, bonds, and insurance are in place, and all Contracts have been signed by all parties, but in no case later than September 13, 2024.

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

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

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

Final Completion of the entire Work shall be achieved on or before Sixty (60) days after Substantial Completion.

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

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

Portion of Work	Substantial Completion Date
N/A	N/A

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

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

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

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

[☒] By the following date: 07-30-2025

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Hundred and fifty-nine thousand and eight hundred and sixty-nine dollars (\$259,869), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state, and local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573. Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable



§ 5.2 Final Payment

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Richard Brown
Leisure Services Director, City of Clive
1900 NW 114th St, Clive, IA 50325
rbrown@cityofclive.com
515-223-6220

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Cory Manser
Central Iowa Mechanical
1720 Fuller Rd, Ste 100, West Des Moines, IA 50265
cmanser@cimech.com
515-243-8126

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Intentionally left blank.

§ 8.7 Relationship of the Parties

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

§ 8.8 Other provisions:

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

§ 8.9 Indemnitees

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. **Such obligation shall not be construed to negate,**

abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee's rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings

City of Clive Greenbelt Landing dated 7-19-2024

Number	Title	Date

- .6 Specifications
- City of Clive Greenbelt Landing dated 7-19-2024

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
01	08-09-2024	21 pages
02	08-12-2024	22 pages

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

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

☐ ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages
N/A		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:

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

« »

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

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

01858234-1\99520-374

RESOLUTION NO. _____

RESOLUTION AWARING CONTRACT FOR BID PACKAGE #22 PLUMBING AND
MECHANICAL FOR GREENBELT LANDING PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Greenbelt Landing Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

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

WHEREAS, Central Iowa Mechanical was determined to be the lowest responsible bidder for Bid Package #22 Plumbing and Mechanical in the amount of \$259,869.

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

That the bids described on Exhibit A, for the various packages of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bids received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 12th day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Appendix A



CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #22	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Plumbing and Mechanical					
Budget: \$344,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Excel Mechanical					\$364,500
Central Iowa Mechanical	X	X	X	X	\$259,869
Air-Con	X				\$321,325

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #26					
Electrical					
Budget: \$282,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Van Maanen	X				\$398,110
Air-Con	X	X	X	X	\$388,703
8X8 Electrical					\$400,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #31	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Grading					
Budget: \$2,000,900					
Bidder Name					
Henteges and Sons					\$3,335,000
On-Track Construction	X	X	X	X	\$1,700,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	
Concrete Paving					
Budget: \$864,480					
Bidder Name					Base Bid
Shekar Engineering					\$1,353,988
Graphite Construction					\$830,000
Concrete Technologies					\$899,294
Absolute Group	X	X	X	X	\$635,188
All-Star Concrete					\$787,000
Nehring Construction					\$743,315
Keystone Construction					\$1,035,000
Manatts					\$1,133,230

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32.1 Landscaping Irrigation and Plantings Budget: \$915,000	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Bidder Name					
Country Landscapes	X	X	X	X	\$925,000
Alpha Landscapes	X				\$966,750

CM: DCI Group	Bid Tabulation	Bid Date: 8/15/24
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

Clive Greenbelt Landing- Bid Summary

Bid Package	Contractor	CD Estimate	Base Day	DELTA
BP #22 - Mechanical & Plumbing		\$344,000	\$259,869	\$84,131
BP #26 - Electrical		\$282,000	\$388,703	-\$106,703
BP #31 - Grading/Utilities		\$2,000,900	\$1,700,000	\$300,900
BP #32 - Concrete		\$864,480	\$635,188	\$229,292
BP #32.1 - Landscaping		\$915,000	\$925,000	-\$10,000
Total Budget vs. Bids:		\$4,406,380.00	\$3,908,760.00	\$497,620.00

Base Bid

CD Estimated value

\$4,406,380

Bid day

\$3,908,760



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: September 12, 2024

RE: Resolution Approving Contract for Greenbelt Landing Bid Package #26
Electrical, Air-Con Electric LLC - \$388,703.00

SYNOPSIS:

At its August 22, 2024, meeting, the City Council approved the bid by Air-Con Electric LLC for Bid Package #26 Electrical for the Greenbelt Landing project.

Staff recommends approval of the contract with Air-Con Electric LLC for Bid Package #26.

Attachments:

1. Bid Package 26 (A132 - 2019 Agreement) - Clive Greenbelt Landing - AirCon 20240828
2. Resolution - Greenbelt Landing Contract #26
3. Appendix A - Greenbelt Landing Bid Tab

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the Twelfth day of September in the year 2024
(In words, indicate day, month, and year.)

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

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

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

Air-Con Electric LLC
3121 SE 14th St
Des Moines IA 50320

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

Greenbelt Landing Project

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

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

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

Smith Group
233 North Water Street
Suite 502
Milwaukee, WI 53202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. _____26

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than September 13, 2024

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

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

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

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved on or before _____, 20__, or within _____ (60) days of Substantial Completion.

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

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

Portion of Work	Substantial Completion Date

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

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

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

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

[☒] By the following date:

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

Portion of Work	Date to be substantially complete
N/A	N/A

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Three Hundred Eighty-Eight Thousand Seven Hundred Three dollars (\$ 388,703), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

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



§ 5.2 Final Payment

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Richard Brown
Leisure Services Director, City of Clive
1900 NW 114th St, Clive, IA 50325
rbrown@cityofclive.com
515-223-6220

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Eric Olsen
Air-Con Electric LLC
3121 SE 14th St, Des Moines IA 50320
eolsen@airconelec.com
515-243-5500

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

§ 8.9 Other provisions:

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

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily

injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. **Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.** Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee's rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
City of Clive Greenbelt Landing dated 07-19-2024

Number	Title	Date

- .6 Specifications
City of Clive Greenbelt Landing dated 07-19-2024

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
01	08/09/2024	21
02	8/12/2024	22

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

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

☐ ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

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

<< >>

[< >] The Sustainability Plan:

Title	Date	Pages

[< >] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

<< >>

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

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

01858234-1\99520-374

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACT FOR BID PACKAGE #26 ELECTRICAL
FOR GREENBELT LANDING PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Greenbelt Landing Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

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

WHEREAS, Air-Con Electrical LLC was determined to be the lowest responsible bidder for Bid Package #26 Electrical in the amount of \$388,703.

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

That the bids described on Exhibit A, for the various packages of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bids received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 12th day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Appendix A



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BID PACKAGE #32.1 Landscaping Irrigation and Plantings Budget: \$915,000		5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Bidder Name						
Country Landscapes		X	X	X	X	\$925,000
Alpha Landscapes		X				\$966,750

CM: DCI Group	Bid Tabulation	Bid Date: 8/15/24
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

Clive Greenbelt Landing- Bid Summary

Bid Package	Contractor	CD Estimate	Base Day	DELTA
BP #22 - Mechanical & Plumbing		\$344,000	\$259,869	\$84,131
BP #26 - Electrical		\$282,000	\$388,703	-\$106,703
BP #31 - Grading/Utilities		\$2,000,900	\$1,700,000	\$300,900
BP #32 - Concrete		\$864,480	\$635,188	\$229,292
BP #32.1 - Landscaping		\$915,000	\$925,000	-\$10,000
Total Budget vs. Bids:		\$4,406,380.00	\$3,908,760.00	\$497,620.00

Base Bid

CD Estimated value
Bid day

\$4,406,380

\$3,908,760



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: September 12, 2024

RE: Resolution Approving Contract for Greenbelt Landing Bid Package #31
Grading/Utilities, On-Track Construction LLC - \$1,700,000.00

SYNOPSIS:

At its August 22, 2024, meeting, the City Council approved the bid by On-Track Construction LLC for Bid Package #31 Grading/Utilities for the Greenbelt Landing project.

Staff recommends approval of the contract with On-Track Construction LLC for Bid Package #31.

Attachments:

1. Bid Package 31 (A132 - 2019 Agreement) - Clive Greenbelt Landing - OnTrack 20240828
2. Resolution - Greenbelt Landing Contract #31
3. Appendix A - Greenbelt Landing Bid Tab

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the Twelfth day of September in the year 2024
(In words, indicate day, month, and year.)

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

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

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

On-Track Construction LLC
1435 W F Ave,
Nevada, IA 50201

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

Greenbelt Landing Project

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

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

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

Smith Group
233 North Water Street
Suite 502
Milwaukee, WI 53202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. _____ 31

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than September 13th, 2024

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

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

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

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved on or before _____, 20__, or within _____ (60) days of Substantial Completion.

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

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

Portion of Work	Substantial Completion Date

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

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

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

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

[☒] By the following date: **07-30-2025**

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

Portion of Work	Date to be substantially complete

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **One Million Seven Hundred Thousand Dollars (\$ 1,700,000)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Item 01 – Soil Corrections	Price in Dollars per 10 cubic yard	\$300.00

Item 02 – Removal of organic debris	Price in Dollar per Ton	\$40.00
Item 03 – Removal of non-organic debris	Price in Dollars per Ton	\$30.00
Item 04 – Additional subgrade preparation	Price in Dollars per 10 cubic yard	\$30.00
Item 05 – Additional placed crushed base	Price in Dollars per 10 cubic yard	\$1,250.00
Item 06 – Temporary Seeding	Price in Dollars per 1,000 SF	\$500.00

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

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



§ 5.2 Final Payment

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Richard Brown
Leisure Services Director, City of Clive
1900 NW 114th St, Clive, IA 50325
rbrown@cityofclive.com
515-223-6220

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Matt Runge
On-Track Construction LLC
1435 W F Ave, Nevada, IA 50201
matt@ontrackiowa.com
888-850-0208

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

§ 8.9 Other provisions:

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

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily

injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. **Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.** Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee's rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
City of Clive Greenbelt Landing dated 07-19-2024

Number	Title	Date

- .6 Specifications
City of Clive Greenbelt Landing dated 07-19-2024

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
01	08/09/2024	21
02	8/12/2024	22

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

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

☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages
N/A		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

« »

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

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

01858234-1\99520-374

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACT FOR BID PACKAGE #31 GRADING/UTILITIES
FOR GREENBELT LANDING PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Greenbelt Landing Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

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

WHEREAS, On-Track Construction LLC was determined to be the lowest responsible bidder for Bid Package #31 Grading/Utilities in the amount of \$1,700,000.

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

That the bids described on Exhibit A, for the various packages of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bids received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 12th day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Appendix A



CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #22	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Plumbing and Mechanical					
Budget: \$344,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Excel Mechanical					\$364,500
Central Iowa Mechanical	X	X	X	X	\$259,869
Air-Con	X				\$321,325

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #26					
Electrical					
Budget: \$282,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Van Maanen	X				\$398,110
Air-Con	X	X	X	X	\$388,703
8X8 Electrical					\$400,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #31	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Grading					
Budget: \$2,000,900					
Bidder Name					
Henteges and Sons					\$3,335,000
On-Track Construction	X	X	X	X	\$1,700,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32					
Concrete Paving					
Budget: \$864,480					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Shekar Engineering					\$1,353,988
Graphite Construction					\$830,000
Concrete Technologies					\$899,294
Absolute Group	X	X	X	X	\$635,188
All-Star Concrete					\$787,000
Nehring Construction					\$743,315
Keystone Construction					\$1,035,000
Manatts					\$1,133,230

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32.1 Landscaping Irrigation and Plantings Budget: \$915,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Country Landscapes	X	X	X	X	\$925,000
Alpha Landscapes	X				\$966,750

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Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
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Base Bid

CD Estimated value

\$4,406,380

Bid day

\$3,908,760



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: September 12, 2024

RE: Resolution Approving Contract for Greenbelt Landing Bid Package #32.1 Landscaping, Country Landscapes, Inc - \$925,000.00

SYNOPSIS:

At its August 22, 2024, meeting, the City Council approved the bid by Country Landscapes for Bid Package #32.1 Landscaping for the Greenbelt Landing project.

Staff recommends approval of the contract with Country Landscapes, LLC for Bid Package #32.1

Attachments:

1. Bid Package 32.1 (A132 - 2019 Agreement) - Clive Greenbelt Landing - Country Landscapes 20240828
2. Resolution - Greenbelt Landing Contract #32.1
3. Appendix A - Greenbelt Landing Bid Tab

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the Twelfth day of September in the year 2024
(In words, indicate day, month, and year.)

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

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

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

Country Landscapes, Inc.
3801 E Lincoln Way
Ames, IA 50010

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

Greenbelt Landing Project

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

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

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

Smith Group
233 North Water Street
Suite 502
Milwaukee, WI 53202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. _____ 32.1

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than September 13th, 2024

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

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

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

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved on or before _____, 20__, or within _____ (60) days of Substantial Completion.

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

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

Portion of Work	Substantial Completion Date

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

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

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

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

[☒] By the following date:

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

Portion of Work	Date to be substantially complete

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

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



§ 5.2 Final Payment

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Richard Brown
Leisure Services Director, City of Clive
1900 NW 114th St, Clive, IA 50325
rbrown@cityofclive.com
515-223-6220

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Trever Ewalt
Country Landscapes, Inc.
3801 E Lincoln Way, Ames, IA 50010
tewalt@countrylandscapes.com
515-450-3503

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

§ 8.9 Other provisions:

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

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily

injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. **Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.** Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee's rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
City of Clive Greenbelt Landing dated 07-19-2024

Number	Title	Date

- .6 Specifications
City of Clive Greenbelt Landing dated 07-19-2024

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
01	08/09/2024	21
02	8/12/2024	22

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

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

☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages
N/A		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:

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

« »

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

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

01858234-1\99520-374

RESOLUTION NO. _____

RESOLUTION AWARDDING CONTRACT FOR BID PACKAGE #32.1 LANDSCAPING
FOR GREENBELT LANDING PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Greenbelt Landing Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

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

WHEREAS, Country Landscapes LLC was determined to be the lowest responsible bidder for Bid Package #32.1 Landscaping in the amount of \$925,000.

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

That the bids described on Exhibit A, for the various packages of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bids received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 12th day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Appendix A



CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #22	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Plumbing and Mechanical					
Budget: \$344,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Excel Mechanical					\$364,500
Central Iowa Mechanical	X	X	X	X	\$259,869
Air-Con	X				\$321,325

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #26					
Electrical					
Budget: \$282,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Van Maanen	X				\$398,110
Air-Con	X	X	X	X	\$388,703
8X8 Electrical					\$400,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #31	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Grading					
Budget: \$2,000,900					
Bidder Name					
Henteges and Sons					\$3,335,000
On-Track Construction	X	X	X	X	\$1,700,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Concrete Paving					
Budget: \$864,480					
Bidder Name					
Shekar Engineering					\$1,353,988
Graphite Construction					\$830,000
Concrete Technologies					\$899,294
Absolute Group	X	X	X	X	\$635,188
All-Star Concrete					\$787,000
Nehring Construction					\$743,315
Keystone Construction					\$1,035,000
Manatts					\$1,133,230

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32.1 Landscaping Irrigation and Plantings Budget: \$915,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Country Landscapes	X	X	X	X	\$925,000
Alpha Landscapes	X				\$966,750

CM: DCI Group	Bid Tabulation	Bid Date: 8/15/24
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

Clive Greenbelt Landing- Bid Summary

Bid Package	Contractor	CD Estimate	Base Day	DELTA
BP #22 - Mechanical & Plumbing		\$344,000	\$259,869	\$84,131
BP #26 - Electrical		\$282,000	\$388,703	-\$106,703
BP #31 - Grading/Utilities		\$2,000,900	\$1,700,000	\$300,900
BP #32 - Concrete		\$864,480	\$635,188	\$229,292
BP #32.1 - Landscaping		\$915,000	\$925,000	-\$10,000
Total Budget vs. Bids:		\$4,406,380.00	\$3,908,760.00	\$497,620.00

Base Bid

CD Estimated value
Bid day

\$4,406,380

\$3,908,760



Memo

TO: Mayor and Council members

FROM:

DATE: September 12, 2024

RE: Resolution Approving Contract for Greenbelt Landing Bid Package #32
Concrete - Absolute Concrete Construction Inc - \$635,188.00

SYNOPSIS:

At its August 22, 2024, meeting, the City Council approved the bid by Absolute Concrete Construction Inc for Bid Package #32 Concrete for the Greenbelt Landing project.

Staff recommends approval of the contract with Absolute Concrete Construction Inc for Bid Package #32.

Attachments:

1. Bid Package 32 (A132 - 2019 Agreement) - Clive Greenbelt Landing - Absolute Group 20240828
2. Resolution - Greenbelt Landing Contract #32
3. Appendix A - Greenbelt Landing Bid Tab

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the Twelfth day of August in the year 2024
(In words, indicate day, month, and year.)

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

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

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

Absolute Concrete Construction INC DBA Absolute Group
1800 Burr Oak Blvd
Granger, IA 50109

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

Greenbelt Landing Project

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

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

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

Smith Group
233 North Water Street
Suite 502
Milwaukee, WI 53202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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EXHIBIT B DETERMINATION OF THE COST OF THE WORK

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ARTICLE 2 THE WORK OF THIS CONTRACT

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

Bid Package No. _____32

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than September 13th, 2024

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

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

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

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved on or before _____, 20__, or within _____ (60) days of Substantial Completion.

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

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

Portion of Work	Substantial Completion Date

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

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

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

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

[☒] By the following date:

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

Portion of Work	Date to be substantially complete

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Six Hundred Thirty-Five Thousand One Hundred Eighty-Eight Dollars (\$ 635,188), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
N/A	N/A

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

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

§ 5.1.5 Retainage

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



§ 5.2 Final Payment

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

.

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Richard Brown
Leisure Services Director, City of Clive
1900 NW 114th St, Clive, IA 50325
rbrown@cityofclive.com
515-223-6220

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Drew Roberts
Absolute Concrete Construction INC DBA Absolute Group
1800 Burr Oak Blvd, Granger, IA 50109
droberts@ag-iowa.com
515-228-3969

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Intentionally left blank.

§ 8.7 Relationship of the Parties

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

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

§ 8.9 Other provisions:

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

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily

injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. **Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.** Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee's rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
City of Clive Greenbelt Landing dated 07-19-2024

Number	Title	Date

- .6 Specifications
City of Clive Greenbelt Landing dated 07-19-2024

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
01	08/09/2024	21
02	8/12/2024	22

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

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

☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages
N/A		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:

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

« »

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

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

01858234-1\99520-374

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACT FOR BID PACKAGE #32 CONCRETE
FOR GREENBELT LANDING PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Greenbelt Landing Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

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

WHEREAS, Absolute Concrete Construction Inc was determined to be the lowest responsible bidder for Bid Package #32 Concrete in the amount of \$635,188.

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

That the bids described on Exhibit A, for the various packages of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bids received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 12th day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Appendix A



CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #22	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Plumbing and Mechanical					
Budget: \$344,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Excel Mechanical					\$364,500
Central Iowa Mechanical	X	X	X	X	\$259,869
Air-Con	X				\$321,325

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #26					
Electrical					
Budget: \$282,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Van Maanen	X				\$398,110
Air-Con	X	X	X	X	\$388,703
8X8 Electrical					\$400,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #31	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Grading					
Budget: \$2,000,900					
Bidder Name					
Henteges and Sons					\$3,335,000
On-Track Construction	X	X	X	X	\$1,700,000

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	
Concrete Paving					
Budget: \$864,480					
Bidder Name					Base Bid
Shekar Engineering					\$1,353,988
Graphite Construction					\$830,000
Concrete Technologies					\$899,294
Absolute Group	X	X	X	X	\$635,188
All-Star Concrete					\$787,000
Nehring Construction					\$743,315
Keystone Construction					\$1,035,000
Manatts					\$1,133,230

CM: DCI Group	Bid Tabulation	Bid Date: 08/15/2024
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

BID PACKAGE #32.1 Landscaping Irrigation and Plantings Budget: \$915,000					
Bidder Name	5% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Country Landscapes	X	X	X	X	\$925,000
Alpha Landscapes	X				\$966,750

CM: DCI Group	Bid Tabulation	Bid Date: 8/15/24
Owner: City of Clive	Clive Greenbelt Landing	Bid Time: 2:00 PM
Architect: SmithGroup	Project Number: 23.046	Recorder: JJ

Clive Greenbelt Landing- Bid Summary

Bid Package	Contractor	CD Estimate	Base Day	DELTA
BP #22 - Mechanical & Plumbing		\$344,000	\$259,869	\$84,131
BP #26 - Electrical		\$282,000	\$388,703	-\$106,703
BP #31 - Grading/Utilities		\$2,000,900	\$1,700,000	\$300,900
BP #32 - Concrete		\$864,480	\$635,188	\$229,292
BP #32.1 - Landscaping		\$915,000	\$925,000	-\$10,000
Total Budget vs. Bids:		\$4,406,380.00	\$3,908,760.00	\$497,620.00

Base Bid

CD Estimated value

\$4,406,380

Bid day

\$3,908,760



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: September 12, 2024

RE: Resolution Approving Contract for Greenbelt Landing Materials Testing and Special Inspection Services, Terracon - \$20,562.00

SYNOPSIS:

The Greenbelt Landing project requires the services of a team with expertise in materials testing and special inspections for certain elements of the project. The Terracon team is able to provide the materials testing and special inspections needed for the project.

The services provided will include:

- Earthwork observation and compaction testing
- Laboratory soil/aggregate testing
- Shallow foundation excavation, observation and testing
- Reinforced concrete special inspection
- Portland cement concrete testing
- Structural steel special inspection

Staff recommends approval of the contract with Terracon for materials testing and special inspections for the Greenbelt Landing project.

Attachments:

1. Terracon Proposal P08241304 - signed 7-22
2. Resolution - Terracon Greenbelt Landing



600 SW 7th Street, Suite M
Des Moines, IA 50309
P (515) 244-3184
[Terracon.com](https://terracon.com)

July 22, 2024

DCI Group, Inc.
2220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

Attn: Josip Juric

Re: Proposal for Materials Testing and Special Inspection Services
City of Clive Greenbelt Landing
Clive, Iowa
Terracon Proposal No. P08241307

Dear Mr. Juric,

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of materials testing and International Building Code (IBC) Special Inspection services for the referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule and estimated cost for our services, and presents our Agreement for Services.

1.0 PROJECT INFORMATION

Project documents available for review at the time of this proposal include:

- 95% Review Set Drawings dated July 12, 2024
- Allender Butzke Geotechnical Report No. 201177 dated November 24, 2021

We understand that the project consists of the demolition and reconstruction of the south drive, sidewalks, and south portion of the parking lot. Construction will also include a building addition at the existing building and a stage east of the parking lot.

The building addition/canopy structures will be founded on:

- Isolated spread column pads and grade beam footings (at stage)

The structural framing for the building addition/stage will be comprised of:

- Steel columns, beams and joists
- Wood roof decking

Also included as part of the construction will be:

- Underground utility installation
- Concrete parking lot, drive, and sidewalks
- Boardwalk/fishing pier, kayak landing, and stepped block stone fishing areas

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide employees appropriately trained and equipped to respond to the testing and special inspection needs of this project as scheduled by the client or your designated representative. Based on our review of the project plans and specifications, we understand the scope of the on-call services includes:

- Earthwork observation and compaction testing
 - Site preparation observation
 - Site grading fill placement
 - Floor slab and pavement subgrade preparation
 - Foundation wall backfill
 - Utility trench backfill
- Laboratory soil/aggregate testing
 - Standard proctors
 - Atterberg limits
 - Relative Densities
- Shallow foundation excavation observation and testing
 - Excavations will be checked for bearing, cleanliness and geometry
 - Excavation bottoms at select locations will be evaluated using manual sampling and testing techniques to a maximum depth of about 2 to 3 feet below bearing level
 - Foundation soil conditions will be compared to information provided in the geotechnical report for this project to determine if suitable bearing conditions exist;
- Reinforced concrete special inspection
 - Document the size, length, quantity, cleanliness, and lap length of reinforcing bars used
 - Observe and document methods of concrete placement (i.e. conveyance and consolidation) and protection
 - Anchor bolt placement

Proposal for Materials Testing and Special Inspection Services

Greenbelt Landing ■ Clive, Iowa

July 22, 2024 ■ Terracon Proposal No. P08241307



- Portland cement concrete testing
 - Casting of cylinders and performing temperature, slump & air content testing
 - Laboratory compressive strength testing of cylinder
- Structural steel special inspection
 - Review welder certifications
 - Visual observation of all field fillet welds
 - Visual observation of bolted connections
 - Visual observation of column anchor bolts
- Project Management
 - Attend pre-construction meetings and periodic project meetings at Client's request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and monthly invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments. We will confirm your request by sending you a short supplement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned; this higher cost would be passed on to the client.

All requests for services should be submitted to Terracon Dispatch at the following phone number: (515) 557-3838.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Test Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Our Project Manager will be responsible to review each technician's reports and to keep non-conformance lists up to date and communicate all test results to the client.

2.4 Report Turnaround Time

Our Project Managers and field technicians will report failing tests or non-conformance items immediately to the designated parties and will have digitally-signed reports distributed within 24 hours of service. Non-deviation reports will be digitally signed and distributed, within 5 days of service. Our reports can be sent digitally via email, posted to our client document website (*Compass*), or posted to a designated ftp website.

2.5 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions. Conducting our work safely means conducting our work in the only acceptable way.

3.0 COMPENSATION

Fees for services provided will be based on the unit rates noted in the Fee Estimate. You will be invoiced on a periodic basis for services performed and/or as authorized or requested by you or your designated representative.

Based on our review of the referenced documents, our estimated cost to perform the proposed scope of services is **\$20,562**. A breakdown of our cost is provided in the attached Fee Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods by contractors/subcontractors in this area.

A 3-hour minimum charge will apply to all field services; however, when possible multiple services will be provided during the same visit. Field services time will be rounded up to the nearest 0.5 hour. Expedited service charges may apply to all field services (\$40 per trip) with

Proposal for Materials Testing and Special Inspection Services

Greenbelt Landing ■ Clive, Iowa

July 22, 2024 ■ Terracon Proposal No. P08241307



less than 8 business-hours' notice and all rush laboratory services. Overtime is defined as all hours outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays. Overtime rates will be 1.5 times the hourly rate quoted. Sundays and holidays will be 2.0 times the hourly rate.

It should be noted the client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, implementation of RFI's and/or ASI's, and how often we are called to the site to test, will dictate the final fee for our services. Our cost estimate does not include retesting/re-inspection, stand-by time, or overtime rates.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. Reports may not be issued until the signed Agreement has been received by Terracon. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project.

Upon acceptance of our proposal, we request a preconstruction meeting with all pertinent parties to review project documents (plans, specifications, geotechnical reports, etc.) and set project expectations (e.g. project schedule and milestones, exchange contact information, etc.).

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

Sincerely,

Terracon Consultants, Inc.

Brennan Drea

Brennan Drea, E.I.
Staff Engineer

Michael Sampson

Michael L. Sampson
Materials Department Manager

Copies to: Addressee (1 pdf)

Attachments: Fee Estimate
Agreement for Services

Fee Estimate

Materials Services
City of Clive Greenbelt Landing
Terracon Proposal No. P08241307

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
EARTHWORK OBSERVATION AND TESTING						
Proofroll Observations						
Engineering Technician III	\$80.00	3	hours	3	9	\$720.00
Vehicle Mileage(Travel)	\$20.00		trip		3	\$60.00
Sub Total						\$780.00
Compaction Testing						
Engineering Technician I	\$70.00	3	hours	12	36	\$2,520.00
Vehicle Mileage(Travel)	\$20.00		trip		12	\$240.00
Nuclear Gauge(Equipment)	\$40.00		per trip		12	\$480.00
Sub Total						\$3,240.00
Sub Total						\$4,020.00
LABORATORY TESTING						
Standard Proctor	\$170.00		test		4	\$680.00
Atterberg Limits Determination (3 pt.)	\$110.00		test		1	\$110.00
Relative Density (wet or dry method)	\$260.00		test		1	\$260.00
Sub Total						\$1,050.00
FOUNDATION EXCAVATION OBSERVATION AND TESTING						
Building Addition/Stage/Trash Enclosure						
Engineering Technician III	\$80.00	3	hours	3	9	\$720.00
Vehicle Mileage(Travel)	\$20.00		trip		3	\$60.00
Sub Total						\$780.00
Boardwalk Piers						
Engineering Technician III	\$80.00	3	hours	3	9	\$720.00
Vehicle Mileage(Travel)	\$20.00		trip		3	\$60.00
Sub Total						\$780.00
Sub Total						\$1,560.00
REINFORCED CONCRETE SPECIAL INSPECTION						
Engineering Technician III	\$80.00	2	hours	6	12	\$960.00
Sub Total						\$960.00
PORTLAND CEMENT CONCRETE TESTING						
Foundations and Curbs						
Engineering Technician I	\$70.00	1	hours	6	6	\$420.00
Compressive Strength of 4" x 8" Cylinder	\$22.00		test		24	\$528.00
Vehicle Mileage(Travel)	\$20.00		trip		6	\$120.00
Sub Total						\$1,068.00
Patio/Stage Slab						
Engineering Technician I	\$70.00	3	hours	2	6	\$420.00
Compressive Strength of 4" x 8" Cylinder	\$22.00		test		8	\$176.00
Vehicle Mileage(Travel)	\$20.00		trip		2	\$40.00
Sub Total						\$636.00
Parking Lot/Sidewalks						
Engineering Technician I	\$70.00	3	hours	10	30	\$2,100.00
Compressive Strength of 4" x 8" Cylinder	\$22.00		test		40	\$880.00
Vehicle Mileage(Travel)	\$20.00		trip		10	\$200.00
Sub Total						\$3,180.00

Piers/Kayak Landing/Other						
Engineering Technician I	\$70.00	3	hours	6	18	\$1,260.00
Compressive Strength of 4" x 8" Cylinder	\$22.00		test		24	\$528.00
Vehicle Mileage(Travel)	\$20.00		trip		6	\$120.00
Sub Total						\$1,908.00
Compressive strength sample pick up						
Engineering Technician I	\$70.00	2	hours	10	20	\$1,400.00
Vehicle Mileage(Travel)	\$20.00		trip		10	\$200.00
Sub Total						\$1,600.00
Sub Total						\$8,392.00
STRUCTURAL STEEL SPECIAL INSPECTION						
Construction Inspector II	\$120.00	3	hours	3	9	\$1,080.00
Vehicle Mileage(Travel)	\$20.00		trip		3	\$60.00
Sub Total						\$1,140.00
PROJECT MANAGEMENT						
Project Coordinator	\$85.00		hours		12	\$1,020.00
Senior Project Manager	\$150.00		hours		2	\$300.00
Project Manager	\$130.00		hours		14	\$1,820.00
Project Setup/Closeout	\$300.00				1	\$300.00
Sub Total						\$3,440.00
Total						\$20,562.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between DCI Group, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Clive Greenbelt Landing project ("Project"), as described in Consultant's Proposal dated 07/17/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the 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 Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** 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.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Iowa law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: Michael Sampson Date: **7/22/2024**

Name/Title: **Michael L Sampson / Construction Services Manager**

Address: **600 SW 7th St, Ste M
Des Moines, IA 50309-4508**

Phone: **(515) 244-3184** Fax: **(515) 244-5249**

Email: **Michael.Sampson@terracon.com**

Client: **DCI Group, Inc.**

By: _____ Date: _____

Name/Title: _____

Address: **220 SE 6th Street, Suite 200
Des Moines, Iowa 50309**

Phone: _____ Fax: _____

Email: _____

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH TERRACON FOR MATERIALS TESTING
AND SPECIAL INSPECTION SERVICES FOR GREENBELT LANDING PROJECT

WHEREAS, the City intends to construct park improvements on the site of the Clive Aquatic Center commonly known as the Greenbelt Landing Project ("Project") on the site; and

WHEREAS, the City desires to engage the services of a engineering team with experience in materials testing and special inspection services for the Greenbelt Landing project; and

WHEREAS, the City wishes to proceed with a proposal from Terracon to provide such services; and

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa that the Mayor is authorized to sign and the City Manager is authorized to execute the attached contract with Terracon for Materials Testing and Special Inspection Services for the Greenbelt Landing Project in the amount of \$20,562.00.

PASSED AND APPROVED this 12th day of September 2024.

By: _____
John Edwards, Mayor

ATTTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff Lucas, Recreation Manager

DATE: September 12, 2024

RE: Resolution Approving Sponsorship Agreement with Walter Roofing for Campbell Park Dugout Refurbishment

SYNOPSIS:

Staff recommends approval of a Sponsorship Agreement with Walter Roofing.

Back in May 2024 Walter Roofing graciously served as a Food Truck Friday sponsor. That event is located at Campbell Park. Walter Roofing representatives noticed the poor condition of the softball field dugouts and offered to complete work on all the dugouts. The agreement for your consideration finalizes those discussions. The sponsorship portion of this agreement is for a term of five (5) years. That value to the City is \$3,750. The cost of the billboard is \$380.00. City staff will handle the installation of the billboard. The fair market value of the repairs needed is estimated at \$6,000-\$8,000.

Fields 1 and 3 are already sponsored, leaving field 2 available. Similar to fields 1 and 3, a billboard will be fixed to the field 2 scoreboard with Walter Roofing's logo. That rendering is attached to your packet.

Work would be performed after the season in mid/late October.

Attachments:

1. Resolution Approving Sponsorship Agreement with Walter Roofing_CampbellParkDugoutRefurbishment
2. Sponsorship Agreement - Walter Roofing and City of Clive - Campbell Park
3. Scoreboard Billboard Rendering

RESOLUTION NO. _____

RESOLUTION APPROVING SPONSORSHIP AGREEMENT AND SCOPE OF WORK
WITH WALTER ROOFING FOR CAMPBELL PARK DUGOUT REFURBISHMENT

WHEREAS, the City needs to refurbish all six (6) Campbell Park softball field dugouts;
and

WHEREAS, the contractor (Walter Roofing) approached the City offering to refurbish all
dugouts in exchange for advertising at Campbell Park softball fields; and

WHEREAS, the City has a scoreboard billboard advertising opportunity remaining on
Field 2; and

WHEREAS, the City will receive dugout refurbishment in exchange for scoreboard
advertising on Field 2 issued to Walter Roofing; and

WHEREAS, the City and Walter Roofing both desire to enter into a Sponsorship and Scope
of Work Agreement.

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

That the Sponsorship Agreement with Walter Roofing regarding scoreboard
advertising and dugout refurbishment is hereby approved and accepted by this City
Council and the Mayor is hereby authorized and directed to execute said agreement
on behalf of the City; and the City Clerk is hereby authorized and directed to attest
to the signature of the Mayor to same.

PASSED AND APPROVED this ____ day of _____, 2024.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



SPONSORSHIP AGREEMENT AND SCOPE OF WORK FOR CAMPBELL PARK DUGOUT REFURBISHMENT

This Agreement for Independent Contractor Services (Agreement) is made and entered into by and between the City of Clive (City) and Walter Roofing (Contractor). City agrees to engage the services of Contractor and the Contractor agrees to perform services upon the terms and conditions of this Agreement.

SERVICES

Contractor and City have agreed to the following:

1. The contractor will replace the shingles, plywood (if needed), sheeting, and fascia board (if needed) on six (6) dugouts located at Campbell Park.
2. The contractor will personally oversee the construction work and provide any necessary staff or volunteers.
3. The contractor will perform the work after the softball season is complete in mid/late October pending any weather postponements.
4. In exchange for these services, the City will provide sponsorship via a mounted billboard located atop Field 2 scoreboard. This billboard will be consistent with the other sponsor billboards on other fields.
5. Both parties will agree to the design of the billboard, as provided by Fair-Play Inc., the scoreboard manufacturer.
6. The term of sponsorship is for five (5) years beginning December 1, 2024, and will terminate on November 1, 2029.
7. The City will be responsible for installing all billboards/signs.

COMMUNICATION

Contractor will communicate primarily with Jeff Lucas, Recreation Manager, (641-218-1240, jluucas@cityofclive.com) or his/her designee as the primary contact from City.

TERM & TERMINATION

The term of this Agreement shall commence upon execution of this Agreement and, except for the City's sponsorship obligation (which is governed by the terms described above), shall terminate upon the completion of the Services by Contractor, which will be approximately November 1, 2029, unless the term is extended by written consent of the parties or is earlier terminated by either party providing thirty (30) days prior written notice of termination to the other party.

INDEPENDENT CONTRACTOR

It is understood that in connection herewith, Contractor shall be acting as an independent contractor and shall act only in the capacity of Contractor and not as employee, officer or agent of City and will not be deemed for any purpose to be an employee of City. Neither party shall be authorized to commit or bind the other party in any manner. The contractor shall have no power or right to incur liabilities or obligation for, on behalf of, or in the name of City. City shall not be liable to Contractor for any expenses Contractor incurs unless otherwise agreed to in writing by the City. The contractor is not eligible for, nor entitled to, and shall not participate in any of the City's pension, health, or other fringe benefits plans.

INSURANCE

The contractor shall maintain insurance coverage at its own expense, including general liability coverage and worker's compensation if the Contractor has employees. The contractor shall carry general liability insurance with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate. The contractor will also name the City as additional insured, and provide a certificate noting additional insured endorsement.

INDEMNITY

Each party agrees to indemnify and hold the other party, and each of their officers, directors, employees, agents, contractors, and representatives harmless from and against any third-party losses, claims, or damages (including reasonable attorney's fees and expenses) arising out of or relating to the indemnifying party's performance under this Agreement

ASSIGNMENT

This Agreement shall be binding upon each party. Neither party shall sell, assign, or subcontract any right or obligation hereunder without the prior written consent of the other party.

NOTICES

Any notices required or permitted hereunder shall be deemed given if contained in a written instrument delivered at the address set forth below.

SEVERABILITY

If any of the provisions of this Agreement are held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement with respect to its subject matter. This agreement cannot be amended, modified, or supplemented in any respect except by subsequent written agreement entered into by the parties.

GOVERNING LAW

This Agreement has been executed and delivered in the State of Iowa and the interpretation thereof shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the ____ day of _____, _____.

City of Clive

Contractor

Print: _____

Print: _____

Sign: _____

Sign: _____

Title: _____

Address: _____

1900 NW 114th Street
Clive, IA 50325

SSN/FEIN: _____

B



FAIR-PLAY

model no: FDO-0924.

S13242

Design Proposal



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: September 12, 2024

RE: Resolution Accepting 1st Amendment to Permanent Storm Sewer and Overland Flowage Easement for Country Club Plat 8, Lot 32 - 14001 Willow DR

SYNOPSIS:

The owners of 14001 Willow DR have requested approval to install a fence within the Permanent Storm Sewer and Overland Flowage 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 Storm Sewer and Overland Flowage Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend that Council approve the document so that it can be recorded with the county.

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

Attachments:

1. Resolution Accepting 1st Amendment to Permanent Storm Sewer and Overland Flowage Easement for Country Club Plat

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO PERMANENT STORM SEWER AND
OVERLAND FLOWAGE EASEMENT FOR
LOT 32 IN COUNTRY CLUB PLAT 8
14001 WILLOW DR

WHEREAS, the owners of Lot 32 in Country Club Plat 8 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Permanent Storm Sewer and Overland Flowage 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 Permanent Storm Sewer and Overland Flowage Easement.

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

That the First Amendment to Permanent Storm Sewer and Overland Flowage Easement (“First Amendment”) regarding Lot 32, Country Club Plat 8, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Polk County Recorder.

PASSED AND APPROVED this ____ day of September 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 STORM SEWER AND
OVERLAND FLOWAGE EASEMENT**

This First Amendment to Permanent Storm Sewer and Overland Flowage Easement ("First Amendment") is entered into by and between Clint W. Boffeli and Katherine A. Boffeli ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 32 of Country Club Plat 8 (14001 Willow DR), an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa ("Property").

WHEREAS, Iowa Realty Co., Inc., an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Permanent Storm Sewer and Overland Flowage Easement, dated October 18, 1991 recorded on November 11, 1991, in Book 6458, Page 359, 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 structure such that it does not impede the flow of storm/surface water within the Easement Area.

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

Additionally, the Property Owners acknowledge and agree that 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. A gate shall be provided within the easement on the southwesterly side 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 21st day of August 2024.

PROPERTY OWNERS


Clint W. Boffeli


Katherine A. Boffeli

STATE OF IOWA)
) SS
COUNTY OF IOWA)

On this 21st day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint W. Boffeli 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 IOWA)

On this 21st day of August 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Katherine A. Boffeli 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 September 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 12th day of September, 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 STORM SEWER AND OVERLAND FLOWAGE EASEMENT
LOCATED ON LOT 32 OF COUNTRY CLUB PLAT 8, AN OFFICIAL PLAT IN THE
CITY OF CLIVE, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

The southwesterly 10.0 feet of Lot 32



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: September 12, 2024

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 5, Lot 40 - 3981 Westgate PKWY

SYNOPSIS:

The owners of 3981 Westgate PKWY have requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

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

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

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 40 IN SHADOW CREEK PLAT 5
3981 WESTGATE PKWY

WHEREAS, the owners of Lot 40 in Shadow Creek Plat 5 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) regarding Lot 40, Shadow Creek Plat 5, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

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

This First Amendment to Overland Flowage and Private Storm Sewer Easement ("First Amendment") is entered into by and between Christi J. Hokel and John R. Paulsen ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 40 of Shadow Creek Plat 5 (3981 Westgate PKWY), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek V, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Overland Flowage and Private Storm Sewer Easement, dated August 26, 2021 recorded on August 30, 2021, in Book 2021, Page 25460, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

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

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

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

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

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

Additionally, the Property Owners acknowledge and agree that 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 south side of the rear property. Gate shall open inwards and may not be blocked by landscaping. Gates may not be locked.

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.

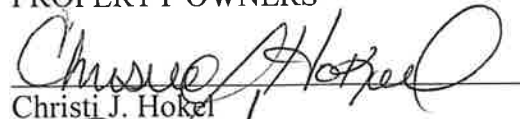
5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

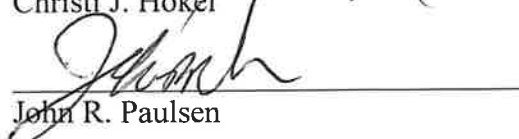
The Property Owner does HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND 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 22nd day of August 2024.

PROPERTY OWNERS

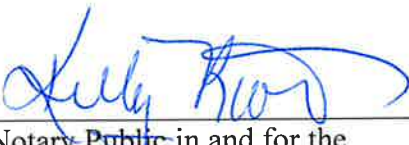

Christi J. Hokel


John R. Paulsen

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 22nd day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christi J. Hokel 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.





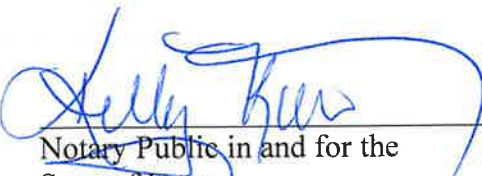
Notary Public in and for the
State of Iowa

My Commission expires May 28, 2027

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 22nd day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John R. Paulsen to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires May 28, 2027

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of October 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 12th day of September, 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

AN OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT
LOCATED ON LOT 40 OF SHADOW CREEK PLAT 5, AN OFFICIAL PLAT IN THE
CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

The easterly 15.00 feet of Lot 40



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: September 12, 2024

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 21 - 17925 Creekside DR

SYNOPSIS:

The owner of 17925 Creekside DR has requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

In accordance with the staff requirement, the property owner has executed the attached First Amendment to Overland Flowage and Private Storm Sewer Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend approval of the First Amendment to Overland Flowage and Private Storm Sewer Easement.

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

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 21 - 17925 C

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 21 IN SHADOW CREEK PLAT 6
17925 CREEKSIDE DR

WHEREAS, the owners of Lot 21 in Shadow Creek Plat 6 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) regarding Lot 21, Shadow Creek Plat 6, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

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

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

WHEREAS, Property Owner owns that property legally described as:

Lot 21 of Shadow Creek Plat 6 (17925 Creekside DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

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

WHEREAS, the Property Owner desires 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 Owner from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owner desires 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 Owner installs and

fence, provided that the Property Owner installs and maintains the fence such it does not impede the use and enjoyment of the land, nor the infrastructure within the Easement Area.

2. MAINTENANCE AND LIABILITY. The Property Owner acknowledges and agrees 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(s), the City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

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

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

4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owner and on the Property Owner's 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 Owner holds said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owner has good and lawful authority to convey the same; and (iii) the Property Owner covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 23rd day of August 2024.

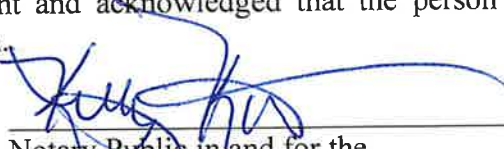
PROPERTY OWNER


Alex Bair

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 23rd day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Alex Bair 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 September 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 12th day of September 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

AN OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT
LOCATED ON LOT 21 OF SHADOW CREEK PLAT 6, AN OFFICIAL PLAT IN THE
CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

The northerly 15.00 feet of Lot 21



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: September 12, 2024

RE: Resolution Accepting 1st Amendment to Storm Sewer Easement for Shadow Creek Plat 6, Lot 21 - 17925 Creekside DR

SYNOPSIS:

The owner of 17925 Creekside DR has requested approval to install a fence within the Storm Sewer Easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the Storm Sewer within the easement.

The property owner has executed a First Amendment to Storm Sewer Easement and staff recommends 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 Shadow Creek Plat 6, Lot 21 - 17925 C

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO STORM SEWER EASEMENT FOR
LOT 21 IN SHADOW CREEK PLAT 6
17925 CREEKSIDE DR

WHEREAS, the owner of Lot 21 in Shadow Creek Plat 6 in the City of Clive, Iowa (the “Property”) has 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 21, Shadow Creek Plat 6, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of September 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 Alex Bair (the "Property Owner") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property legally described as:

Lot 21 of Shadow Creek Plat 6 (17925 Creekside DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek VI, LLC, an Iowa corporation, a predecessor in title to the Property Owner, granted that certain Storm Sewer Easement, dated September 21, 2021 recorded on September 29, 2021, in Book 2021, Page 28709, 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 Owner desires 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 Owner from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owner desires to install a fence within the Easement Area and the City hereby consents to the installation of the

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

2. MAINTENANCE AND LIABILITY. The Property Owner acknowledges and agrees 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 easement area(s), the City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

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

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

4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owner and on the Property Owner's 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 Owner holds said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owner has good and lawful authority to convey the same; and (iii) the Property Owner covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 23rd day of August 2024.

PROPERTY OWNER

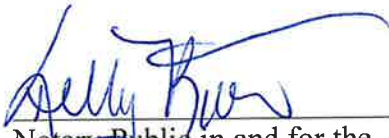


Alex Bair

STATE OF IOWA)
) SS
COUNTY OF POLK)

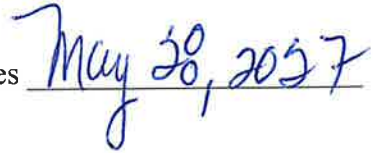
On this 23rd day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Alex Bair to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary 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)

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 12th day of September 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 21 OF SHADOW CREEK PLAT 6, AN OFFICIAL PLAT IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The westerly 10.00 feet of Lot 21



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: September 12, 2024

RE: Resolution Accepting 1st Amendment to Detention and Surface Water Flowage Easement for The Woodlands Plat 3, Lots 10 & 11 - 2041 NW 130th CT

SYNOPSIS:

The owner of 2041 NW 130th CT has requested approval to install a fence within the Detention and Surface Water Flowage 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 owner has executed the attached First Amendment to Detention and Surface Water Flowage Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend approval of the First Amendment to Detention and Surface Water Flowage Easement.

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 Detention and Surface Water Flowage Easement for The Woodlands Plat 3, Lots 10 & 11 - 2041 NW

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO DETENTION AND
SURFACE WATER FLOWAGE EASEMENT FOR
LOTS 10 & 11 IN THE WOODLANDS PLAT 3
2041 NW 130TH CT

WHEREAS, the owner of Lots 10 & 11 in The Woodlands Plat 3 in the City of Clive, Iowa (the “Property”) has submitted to the City of Clive a First Amendment to Detention and Surface Water Flowage 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 Detention and Surface Water Flowage Easement.

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

That the First Amendment to Detention and Surface Water Flowage Easement (“First Amendment”) regarding Lots 10 & 11, The Woodlands 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 Polk County Recorder.

PASSED AND APPROVED this ____ day of September 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 DETENTION AND
SURFACE WATER FLOWAGE EASEMENT**

This First Amendment to Detention and Surface Water Flowage Easement ("First Amendment") is entered into by and between John P. Mickelson Revocable Trust ("Property Owner") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property legally described as:

Lots 10 & 11 of The Woodlands Plat 3 (2041 NW 130th CT), an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa ("Property").

WHEREAS, Mid-America Investment Co., an Iowa corporation, a predecessor in title to the Property Owner, granted that certain Detention and Surface Water Flowage Easement, dated January 19, 1993 recorded on January 29, 1993, in Book 6717, Page 140, 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 Owner desires 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 Owner from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owner desires 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 Owner installs and

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

2. MAINTENANCE AND LIABILITY. The Property Owner acknowledges and agrees 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 easement area(s), the City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

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

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

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

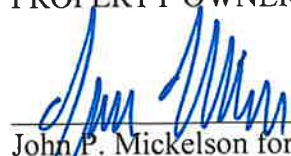
5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

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

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

Signed this 29 day of August 2024.

PROPERTY OWNER



John P. Mickelson for
John P. Mickelson Revocable Trust

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John P. Mickelson, authorized signatory of the John P. Mickelson Revocable Trust 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 September 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 12th day of September 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 PORTION OF THE DETENTION AND SURFACE WATER FLOWAGE
EASEMENT LOCATED ON A PORTION OF LOTS 10 & 11 OF THE WOODLANDS
PLAT 3, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA
THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast Corner of Lot 4 in The Woodlands Plat No. 3, an Official Plat now included in and forming part of the City of Clive, Polk County, Iowa; thence South along the East Line of said Lot 4, a distance of 70.00 feet to the Point of Beginning; thence Westerly to a point on the Southeasterly Line of Lot 5 in said The Woodlands Plat No. 3, said point being 70.00 feet Southwesterly of the Northeast Corner of said Lot 5; thence Westerly to a point on the Easterly Line of Lot 6 in said The Woodlands Plat No. 3, said point being 120.00 feet Southerly of the Northeast Corner of said Lot 6; thence Westerly to a point on the Easterly Line of Lot 10 in said The Woodlands Plat No. 3, said point being 110.00 feet South of the Northeast Corner of said Lot 10; thence Southwesterly to a point on the Southeasterly Line of Lot 11 in said The Woodlands Plat No. 3, said point being 190.00 feet Southwesterly of the Northeast Corner of said Lot 11; thence Southwesterly to a point on the Northeasterly Line of Lot 12 in said The Woodlands Plat No. 3, said point being 80.00 feet Southeasterly of the most Northerly Corner of said Lot 12; thence Westerly to a point on the East Line of Lot 14 in said The Woodlands Plat No. 3, said point being 25.00 feet South of the Northeast Corner of said Lot 14; thence Westerly to a point on the Northerly Line of said Lot 14, said point being 157.27 feet Southwesterly of the Northeasterly Corner of said Lot 14 and to the END of said line.



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: September 12, 2024

RE: Resolution Accepting 1st Amendment to Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement for The Woodlands Plat 3, Lot 11 - 2041 NW 130th CT

SYNOPSIS:

The owner of 2041 NW 130th CT has requested approval to install a fence within the Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the infrastructure within the easement.

The property owner has executed a First Amendment to Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement and staff recommends 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 Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement for The Woodlands Plat 3, Lots

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SANITARY SEWER, STORM SEWER AND
SURFACE WATER FLOWAGE EASEMENT FOR
LOT 11 IN THE WOODLANDS PLAT 3
2041 NW 130TH CT

WHEREAS, the owner of Lots 10 & 11 in The Woodlands Plat 3 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Sanitary Sewer, Storm Sewer and Surface Water Flowage 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 Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement.

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

That the First Amendment to Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement ("First Amendment") regarding Lot 11, The Woodlands 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 Polk County Recorder.

PASSED AND APPROVED this ____ day of September 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

**FIRST AMENDMENT TO SANITARY SEWER, STORM SEWER AND
SURFACE WATER FLOWAGE EASEMENT**

This First Amendment to Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement ("First Amendment") is entered into by and between John P. Mickelson Revocable Trust (the "Property Owner") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property legally described as:

Lots 10 & 11 of The Woodlands Plat 3 (2041 NW 130th CT), an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa ("Property").

WHEREAS, Mid-America Investment Co., an Iowa corporation, a predecessor in title to the Property Owner, granted that certain Sanitary Sewer, Storm Sewer and Surface Water Flowage Easement, dated January 19, 1993 recorded on January 29, 1993, in Book 6717, Page 150, 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 Owner desires 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 Owner from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owner desires 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 Owner installs and maintains the structure such that it does not impede the flowage of storm water, nor the use and enjoyment of the land within the Easement area.

2. MAINTENANCE AND LIABILITY. The Property Owner acknowledges and agrees 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 sanitary sewer, storm sewer and surface water flowage area(s), 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.

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

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 Owner and on the Property Owner's heirs, successors and assigns.

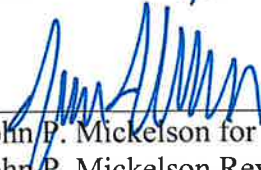
5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

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

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

Signed this 29 day of August 2024.

PROPERTY OWNER



John P. Mickelson for
John P. Mickelson Revocable Trust

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John P. Mickelson, authorized signatory of the John P. Mickelson Revocable Trust 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 September 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 12th day of September 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 SANITARY SEWER, STORM SEWER AND SURFACE WATER FLOWAGE
EASEMENT LOCATED ON LOT 11 OF THE WOODLANDS PLAT 3, AN OFFICIAL
PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA THAT IS MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

The Southwesterly 15.00 feet of Lot 11



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: September 12, 2024

RE: Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Walnut Creek Hills of Clive Plat 2, Lot 18 - 4482 NW 164th ST

SYNOPSIS:

The owner of 4482 NW 164th ST has requested approval to install a fence within the Surface Water Flowage 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 owner has executed the attached First Amendment to Surface Water Flowage Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend approval of the First Amendment to Surface Water Flowage Easement.

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 Surface Water Flowage Easement for Walnut Creek Hills of Clive Plat 2, Lo

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT FOR
LOT 18 IN WALNUT CREEK HILLS OF CLIVE PLAT 2
4482 NW 164TH ST

WHEREAS, the owner of Lot 18 in Walnut Creek Hills of Clive Plat 2 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Surface Water Flowage 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 Surface Water Flowage Easement.

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

That the First Amendment to Surface Water Flowage Easement ("First Amendment") regarding Lot 18, Walnut Creek Hills of Clive Plat 2, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of September 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 SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Surface Water Flowage Easement ("First Amendment") is entered into by and between Morgan Marie Van Polen ("Property Owner") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property legally described as:

Lot 18 of Walnut Creek Hills of Clive Plat 2 (4482 NW 164th ST), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Walnut Creek Hills Land Co., L.C., an Iowa corporation, a predecessor in title to the Property Owner, granted that certain Surface Water Flowage Easement, dated October 12, 2005 recorded on November 3, 2005, in Book 2005, Page 18855, 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 Owner desires 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 Owner from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owner desires

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 Owner installs and maintains the fence such that it does not impede the flow of storm/surface water within the Easement Area.

2. MAINTENANCE AND LIABILITY. The Property Owner acknowledges and agrees 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 easement area(s), 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.

The Property Owner acknowledges and agrees that the fence shall be open style or that the bottom of the fence shall be a minimum of 4" above grade to allow the conveyance of storm water through the easement. Additionally, a gate shall be provided within the easement on the north side 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 Owner and on the Property Owner's heirs, successors and assigns.

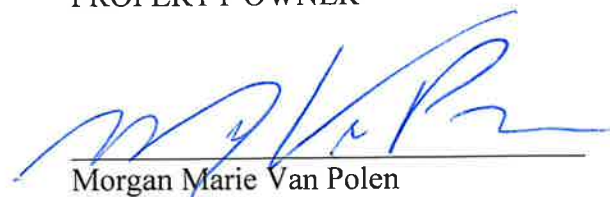
5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

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

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

Signed this 29th day of August 2024.

PROPERTY OWNER



Morgan Marie Van Polen

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of August 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Morgan Marie Van Polen 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 September 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 12th day of September 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 SURFACE WATER FLOWAGE EASEMENT LOCATED ON LOT 18 OF WALNUT CREEK HILLS OF CLIVE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The West 10.00 feet of Lot 18



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: September 12, 2024

RE: Resolution Accepting Satisfaction of Stormwater Agreement to Complete Chayse Landing Plat 01

SYNOPSIS:

Staff recommends approval of the Resolution Accepting Satisfaction of Stormwater Agreement to Complete Chayse Landing Plat 01.

Contact Amanda at 515-223-6221 or agrutzmacher@cityofclive.com if you have questions or need additional information prior to the meeting.

Attachments:

1. Resolution Approving Satisfaction Stormwater Agreement to Complete Chayse Landing Plat 01

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 ACCEPTING SATISFACTION OF
STORMWATER AGREEMENT TO COMPLETE
CHAYSE LANDING PLAT 01

WHEREAS, approval of the final plat for Chayse Landing Plat 01 (the “Plat”) has previously been given by resolution of the City Council; and

WHEREAS, at the time of approval of the final plat, certain stormwater improvements within the Plat were not completed, and the City and Arrow Properties, LLC (the “Developer”) entered into a Stormwater Agreement to Complete at Book 2017, Page 18610 of the Dallas County Recorder’s Office for the Plat; and

WHEREAS, the stormwater improvements are now completed and in a condition to be formally accepted by the City.

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

1. That the satisfaction of the obligations of the Developer under the Stormwater Agreement to Complete is hereby accepted and the City Clerk is hereby directed to return to the Developer any bonds or checks securing the completion of the stormwater improvements hereby accepted.

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



Memo

TO: Mayor and Council members

FROM: Julia McGuire, Administrative Assistant

DATE: September 12, 2024

RE: Resolution Approving Temporary Construction Easement Agreements for Soil Quality Restoration

SYNOPSIS:

Approval of temporary construction easement agreements for participants in Clive's 2024 Soil Quality Restoration Program

Attachments:

1. easement docs for CC 9 12 2024
2. RESOLUTION APPROVING 2024 CLIVE SOIL QUALITY RESTORATION PROGRAM AGREEMENTS

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

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- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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Signed this 8 day of August, 2024.

GRANTOR:

By: Victor Svecs 

Printed Name: Victor Svecs

Owner(s) of Property Located at: 2557 NW 162nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

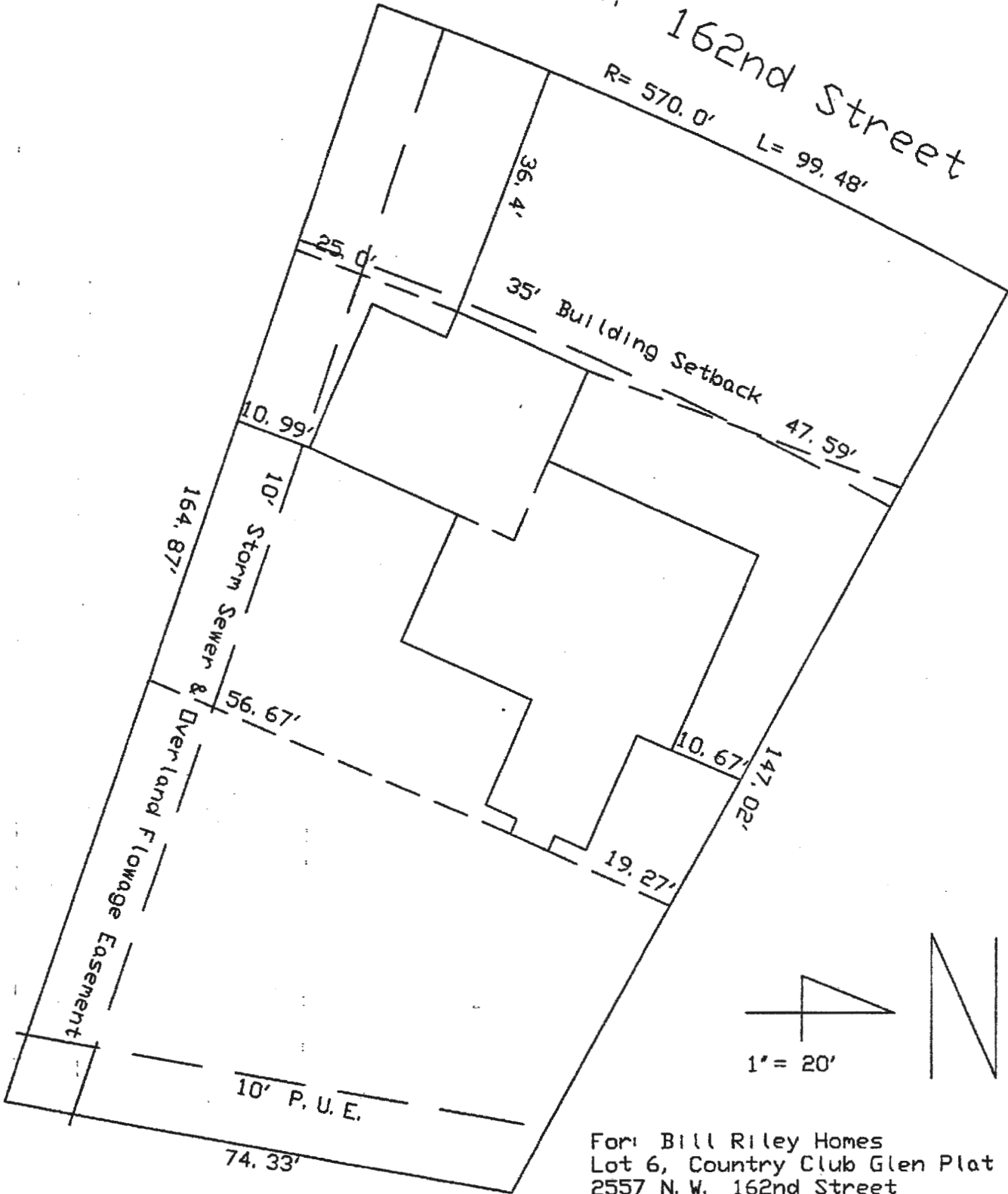
Signed this _____ day of _____, 20____.

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

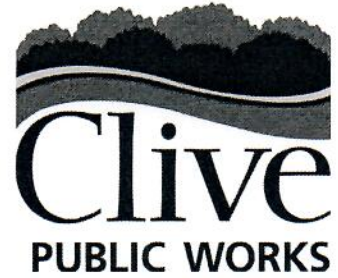
EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB GLEN PLAT 3 LOT 6

EXHIBIT B – LEGAL DESCRIPTION



For: Bill Riley Homes
Lot 6, Country Club Glen Plat 3
2557 N. W. 162nd Street
Clive, Iowa
Houses - L6CCGlen
13 131 176



Public Works Department
2123 NW 111th St
Clive, IA 50325
(515)223-6231
(515)223-6013 Fax
www.cityofclive.com

August 13, 2024

Larry Loss
16898 Tanglewood Dr
Clive, IA 50325
Email address: TripleL59@outlook.com
Mobile number: 515-205-3444

SQR OFFER #24-055

City of Clive Soil Quality Restoration for Address:

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 88

Total Area Treated, sq. ft.	Total Cost	City Share	Property Owner Share
9318.4700976000004	\$1304.5858	\$652.2929	\$652.2929

Click here to pay. (You will need to round to the nearest
penny.)

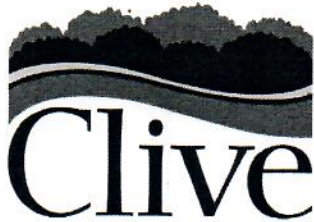
Deadline: end of day Tues., Aug 27, 2024

Questions? Need more information before proceeding?
Join our webinar with the contractor on

Wed., Aug. 14, 2024

At 5:30 p.m. with this link:

<https://us06web.zoom.us/j/84269055790>



Online SQR Cost-Share Payment Portal

To enter your SQR Cost-Share Program payment, you will need your "Offer Number" that can be found at the top of your invoice.

First name

Larry

Last name

Loss

Street Address

16898 Tanglewood Dr

Apartment/Suite

Apartment/Suite ▾

City

Clive

State/Province

Alabama ▾

Iowa

Zip/Postal Code

50325

Phone

5152053444

Email

3L4lowa@gmail.com or TripleL59@outlook.com

Offer Number

24-055

Payment Amount

\$

652.30

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors' reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively "Installation") the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

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

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Signed this 13 day of August, 2024.

GRANTOR:

By: Larry L Loss

Printed Name: Larry Loss

Owner(s) of Property Located at: 16898 Tanglewood
Dr

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 88

HOUSE SITUATION PLAN

HOME BUILDER: Genesis Homes of Iowa	DRAFTER: JRS
JOB SITE ADDRESS: 16898 Tanglewood Drive Clive, IA	DATE: 2/6/15
	REVISION DATE:
	PROJECT NO: 13232

LEGAL DESCRIPTION:
Lot 88, Walnut Creek Hills of Clive Plat 2,
Clive, Dallas County, Iowa.

APPROVED FOR
CONSTRUCTION

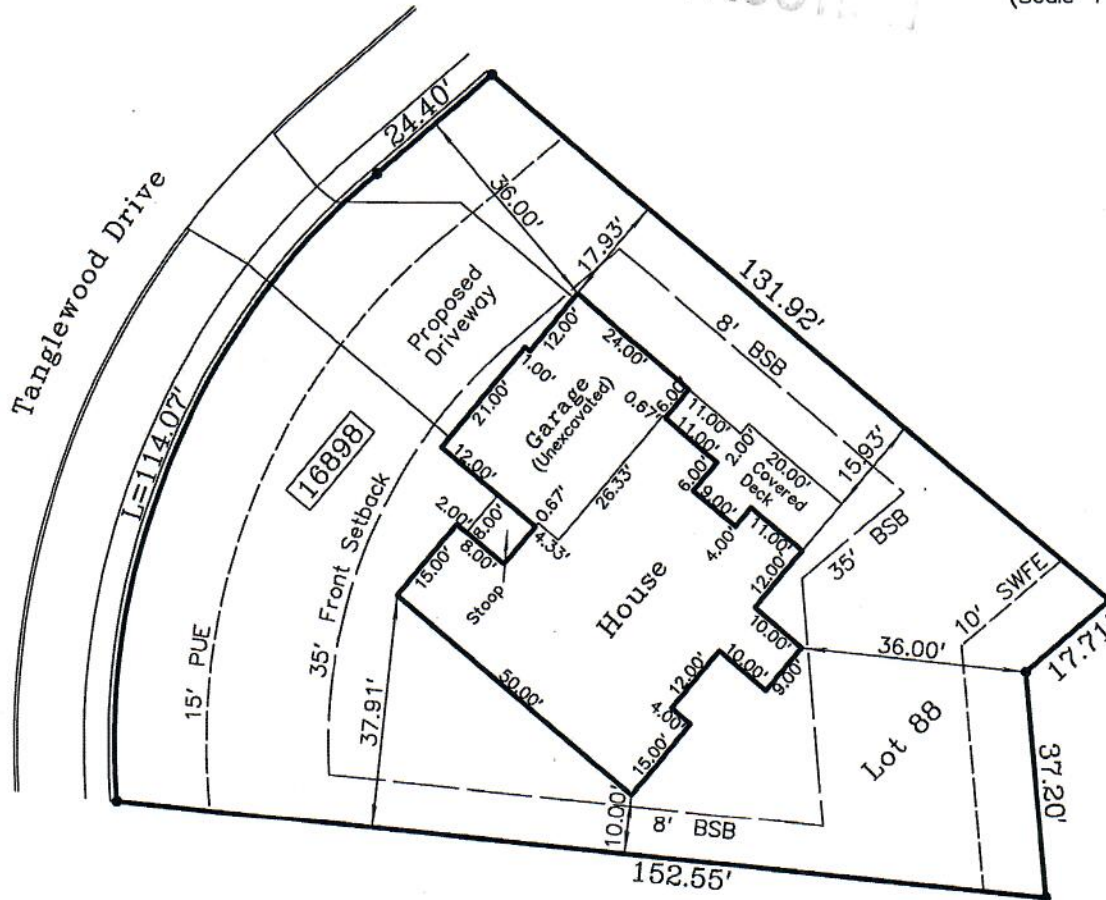
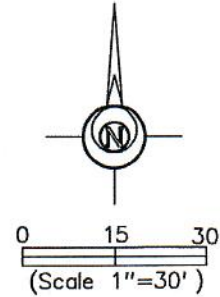


EXHIBIT B – LEGAL DESCRIPTION

Approved by Contractor: _____
Signature Date

Notes:

- 1) The contractor has elected to determine his own building and site grades.
- 2) Verify (if applicable) the as-built sanitary sewer service location and elevation prior to construction. Adjust building grades as needed.
- 3) The contractor is responsible for insuring that all construction is in accordance with any Minimum Opening Elevation (M.O.E.), Minimum Protection Elevation (M.P.E.) or flood protection requirement(s).
- 4) The contractor is responsible for insuring that the driveway is located and constructed in accordance with any and all applicable City/County standards. Unless precise dimensions are called out the driveway is shown for conceptual purposes only. Verify also, any contractual requirements.
- 5) The contractor is responsible for any and all construction methods and or materials.
- 6) The contractor shall obtain a building permit prior to starting construction. The City/County Building Department shall verify proposed setbacks (see checkoff lower right) prior to issuing the building permit.
- 7) No changes unless authorized in writing by the City/County and Abaci Consulting, Inc.
- 8) Utilities are shown for reference only. The contractor is responsible for any and all damages to any utilities. Iowa law requires at least 48 hours advance notice prior to excavation. Notify Iowa One-Call at 1-800-292-8989.
- 9) The dimensions and setbacks are to the outside of foundation walls. Prior to construction the contractor shall verify that any soffits, overhangs, gutters, cantilevers, fascia, facades, etc. are not encroaching beyond required setbacks for said building elements.
- 10) Refer to the detailed foundation plan for dimensional details. In the event of a discrepancy between this and the detailed foundation plan the detailed foundation plan shall govern. The contractor shall verify all foundation dimensions prior to construction.
- 11) The contractor shall verify any other special City/County requirements as related to sidewalks/recreation trails, or any other public improvements. Any depictions herein are for conceptual purposes only.
- 12) This plan was prepared for City/County approval only. The contractor shall be responsible for meeting any and all requirements to comply with restrictive covenants.

City Building Dept. Checkoff:

	Okay	Not Okay
Front Setback	☐	☐
Side Setback	☐	☐
Rear Setback	☐	☐
Driveway Location	☐	☐
Easements	☐	☐

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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

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Signed this 9th day of August, 2024.

GRANTOR:

By: Brian Meyers

Printed Name: Brian Meyers

Owner(s) of Property Located at: 16436 Maple St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

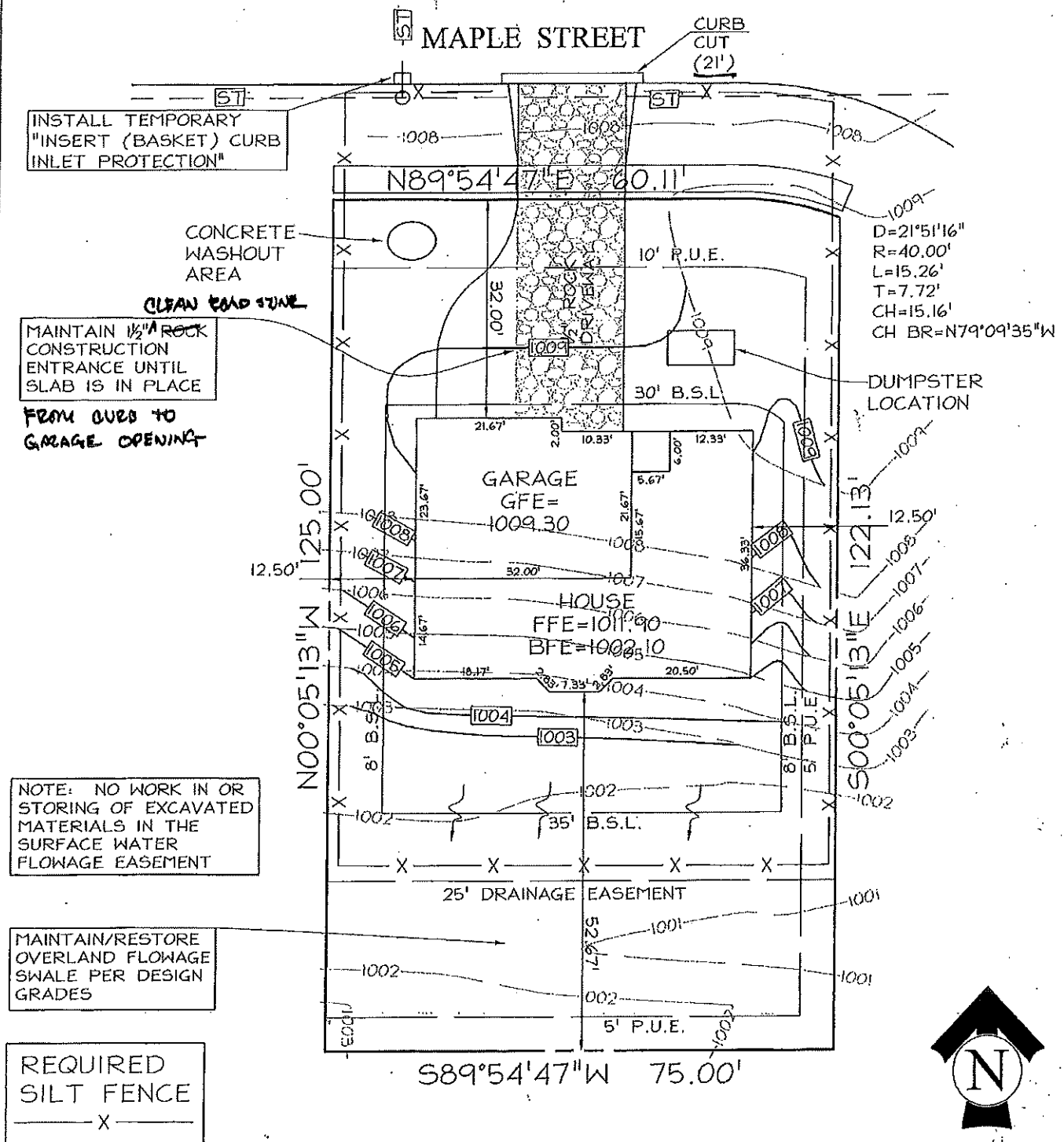
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 3 LOT 12

EXHIBIT B – LEGAL DESCRIPTION

PINNACLE CONSTRUCTION
LOT 12 BERKSHIRE NORTH PLAT 3
16436 MAPLE STREET, CLIVE



SETBACKS
FRONT - 30'
REAR - 35'
SIDE - 8'

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

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

0 10 20
SCALE: 1"=20'
DATE: 2-1-2012
JOB NUMBER
CH
3248

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
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If to the Grantor(s): Landowner Name and Address as noted on signature block.

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 13th day of August, 20 24 .

GRANTOR:

By: 

Printed Name: Scott Crawford

Owner(s) of Property Located at: 16691 Boston Pkwy
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT TWO LOT 32

HOUSE SITE PLAN

EXHIBIT B – LEGAL DESCRIPTION

PROPERTY DESCRIPTION:

LOT 32, BERKSHIRE NORTH PLAT TWO, BEING AN OFFICIAL REPLAT OF OUTLOTS V, W, Y, & Z, IN BERKSHIRE NORTH PLAT 1, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 0.37 ACRES MORE OR LESS.

SITE ADDRESS:

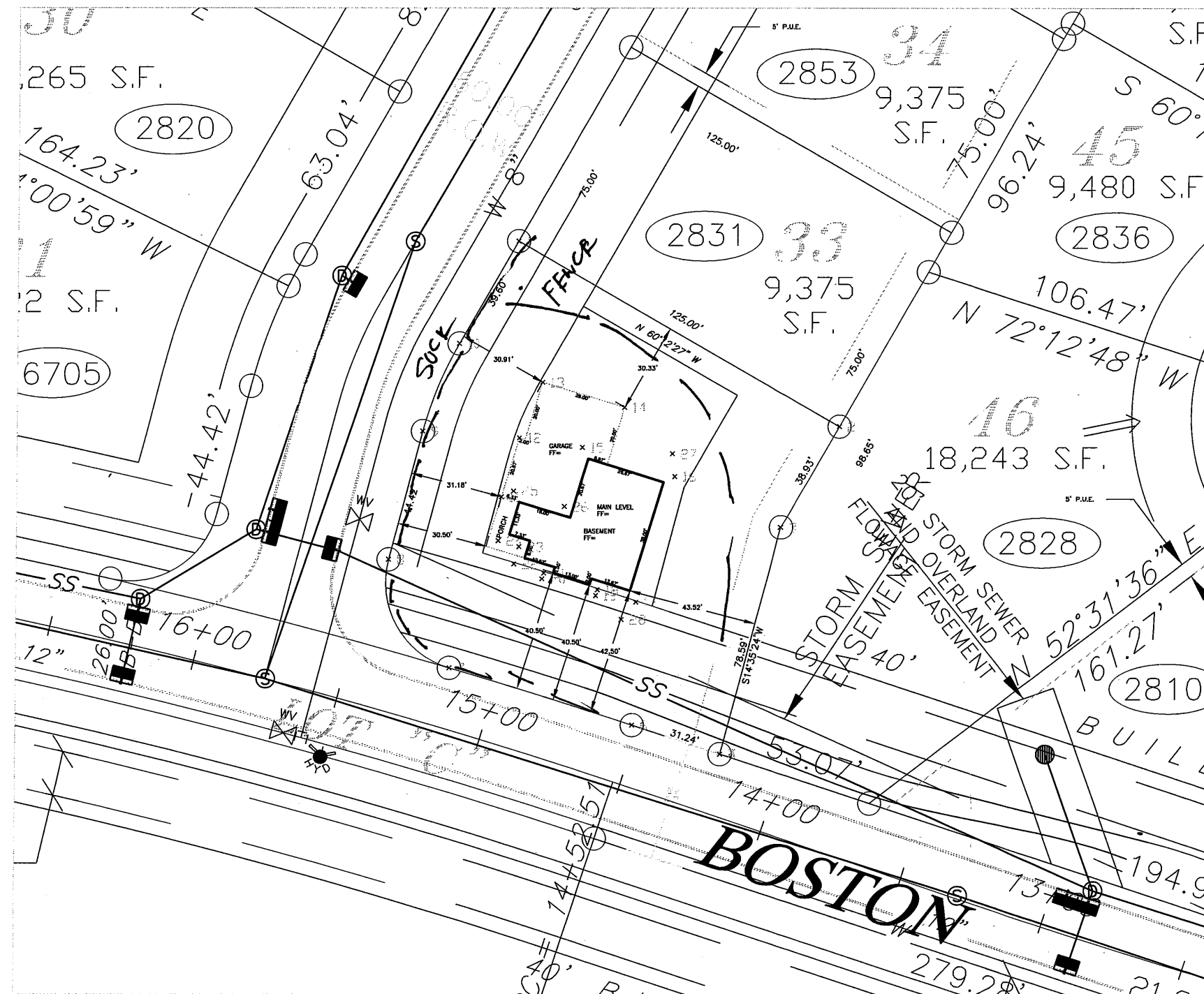
16691 BOSTON PARKWAY
CLIVE, IOWA 50325

PROPRIETOR:

BERKSHIRE PARTNERS JOINT VENTURE
6151 THORNTON AVE SUITE 700
DES MOINES, IA

PREPARED FOR:

PAINTED WOODS JOINT VENTURE
6151 THORNTON AVENUE, SUITE 700
DES MOINES, IA 50312
ATTN: ALAN COHEE



NO PART OF THIS
PLAN SHALL BE
REPRODUCED OR
TRANSMITTED IN
ANY FORM OR BY
ANY MEANS
ELECTRONIC OR
MECHANICAL
INCLUDING
PHOTOCOPYING,
RECORDING,
OR BY ANY
INFORMATION
SYSTEM

PRINTED ON 24" X 36" PAPER
DATE: 11/11/2011
DRAWN BY: L.D.H.

THIS PLAN IS BASED ON THE
DATA PROVIDED BY THE
OWNER AND THE SURVEYOR



Bishop Engineering
"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

LINE LEGEND

BOUNDARY LINE	_____
LOT LINE	_____
CENTER LINE	_____
EASEMENT LINE	_____
BUILDING LINE	_____
FENCE LINE	_____

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. LICENSE RENEWAL DATE: DECEMBER 31, 2006

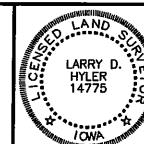
BY: LARRY D. HYLER, PLS 14775

SCALE: 1" = 20'

FOR: STEVE BEAL

SIGNED: _____

DATE: _____



NUMBER	REVISIONS	DATE	BY
3			
2			
1			
PROJECT NAME	LOT 6, BERKSHIRE NORTH PLAT TWO 2805 NW, 164TH STREET CLIVE, IOWA		

CLIENT NUMBER 1186	PROJECT NUMBER 06 0533
REFERENCE NUMBER 030224	SHEET 1 OF 1
DRAWN BY PLD	

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Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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Signed this 13 day of August, 2024.

GRANTOR:

By:

Printed Name: Casey Sturgill

Owner(s) of Property Located at: 2886 NW 167th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

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) SS
COUNTY OF POLK)

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

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT TWO LOT 27

BOESEN HOMES
LOT 27 BERKSHIRE NORTH PLAT 2
2886 NW 167th STREET, CLIVE

EXHIBIT B – LEGAL DESCRIPTION



SETBACKS
 FRONT - 30'
 REAR - 35'
 SIDE - 8'

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

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

0	20	40
SCALE: 1"=40'		
DATE: 10-4-2010		
JOB NUMBER		
CH		
2777		



PAYMENT - NOT MINIMUM

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Signed this 13 day of AUGUST, 2024.

GRANTOR:

By: P. Richard Schloerb

Printed Name: Richard Schloerb

Owner(s) of Property Located at: 2125 NW 137th St
Clive, Iowa 50325

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) SS
COUNTY OF POLK)

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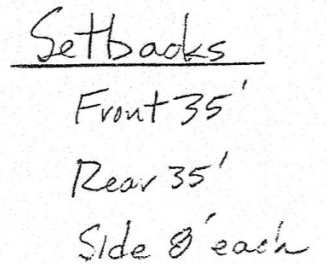
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 64 COUNTRY CLUB PLAT 5

L 2898
3-12-91
C.E.C.

C.E.C.



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
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- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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

Signed this 12 day of August, 2024.

GRANTOR:

By: Sharon Marker

Printed Name: Dennis and Sharon Marker

Owner(s) of Property Located at: 14906 Sheridan Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

WOOD CREEK PLAT 1 LOT 26

PROPERTY DESCRIPTION

"LOT 26, WOOD CREEK PLAT 1, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA."

SAID TRACT OF LAND BEING SUBJECT TO A,
TOGETHER WITH ANY AND ALL EASEMENTS C
RECORD.

FOR: LEGACY HOMES
TED REEVE
13906 S. SHORE DR.
CLIVE, IA. 50325
PH. M-238-7145
O-225-0055

EXHIBIT B – LE

DATE: JUNE 7, 1976

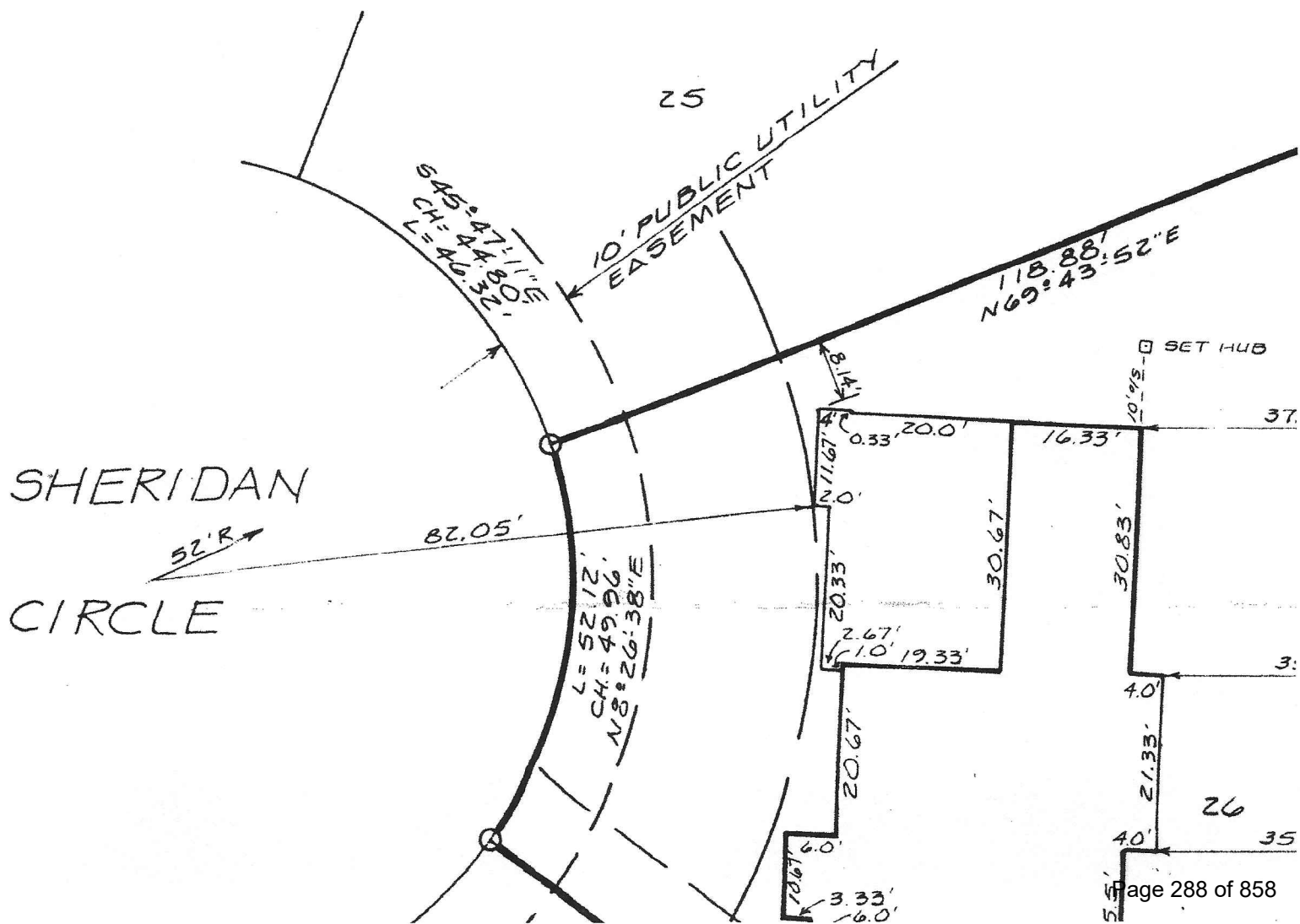
SCALE: 1"=20'

BUILDING SETBACKS:

FRONT - 30'

SIDE - 8' EACH SIDE

REAR - 35'



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If to the Grantor(s): Landowner Name and Address as noted on signature block.

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

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Signed this ____ day of 8/10, 2024 .

GRANTOR:

By: Victoria Pinney

Printed Name: Victoria Smith

Owner(s) of Property Located at: 3493 Horton Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

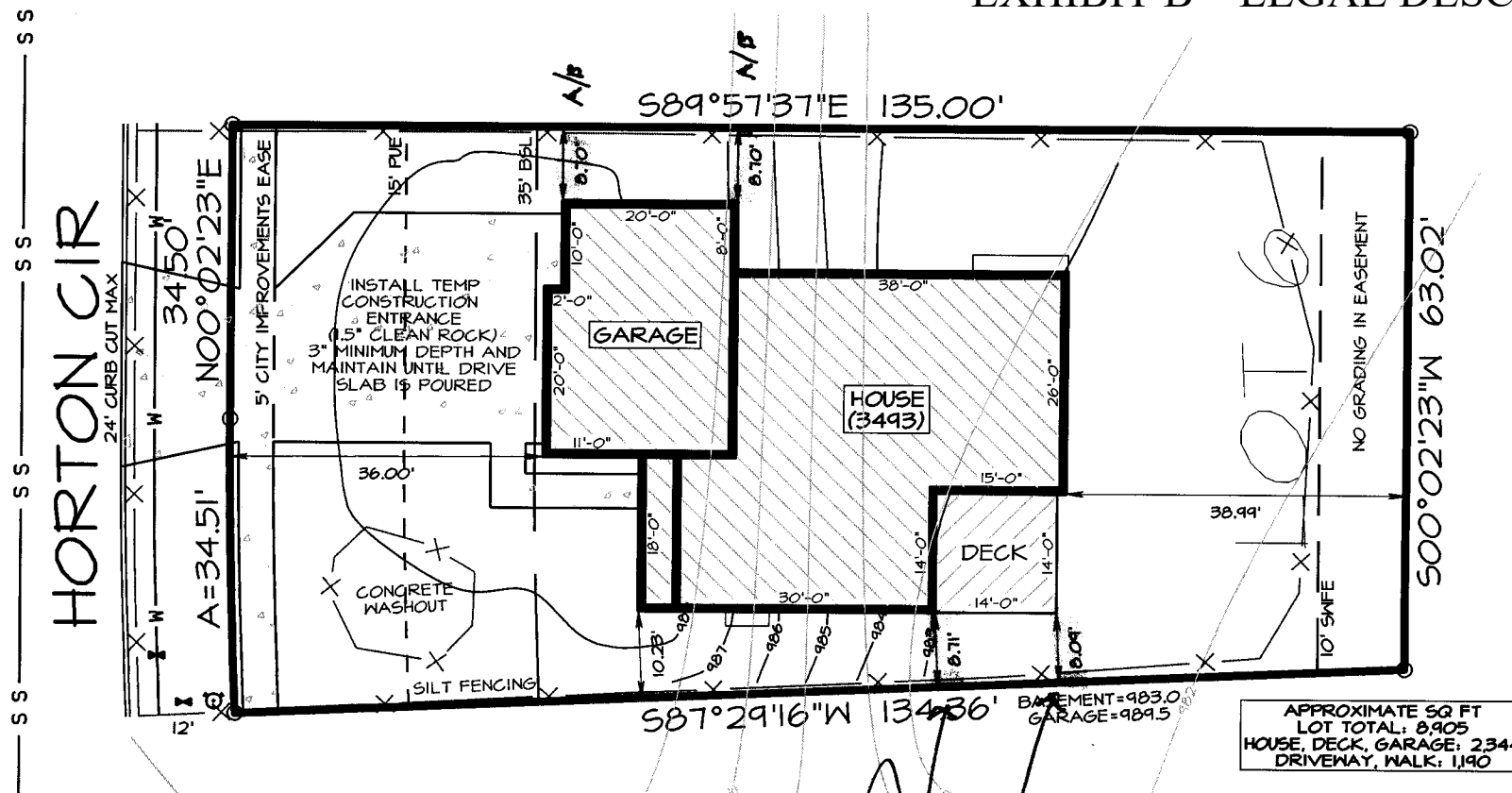
EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 3 LOT 6

**APPROVED FOR
CONSTRUCTION**

3493 HORTON CIR. CLIVE
LOT 6 IN ANGEL PARK PLAT 3

EXHIBIT B – LEGAL DESCRIPTION



AS-BUILT EXP. D.



**ASSOCIATED ENGINEERING
COMPANY OF IOWA**

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

SETBACKS:

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



DATE: 10/14/13

**City of Clive 2024 Soil Quality Restoration Program
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Signed this 13 day of August, 20 24.

GRANTOR:

By: Jen and Josh Wade

Printed Name: Jen and Josh Wade

Owner(s) of Property Located at: 3567 NW 164th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 2 LOT 13

SITE PLAN

FOR: IOWA BUILT HOMES (Steve Bartels, PH 515.216.2235)
 ADDRESS: 3567 NW 164th Street, Clive, Iowa
 LEGAL: Lot 13 in ANGEL PARK PLAT 2

RECEIVED
 MAY 16 2013

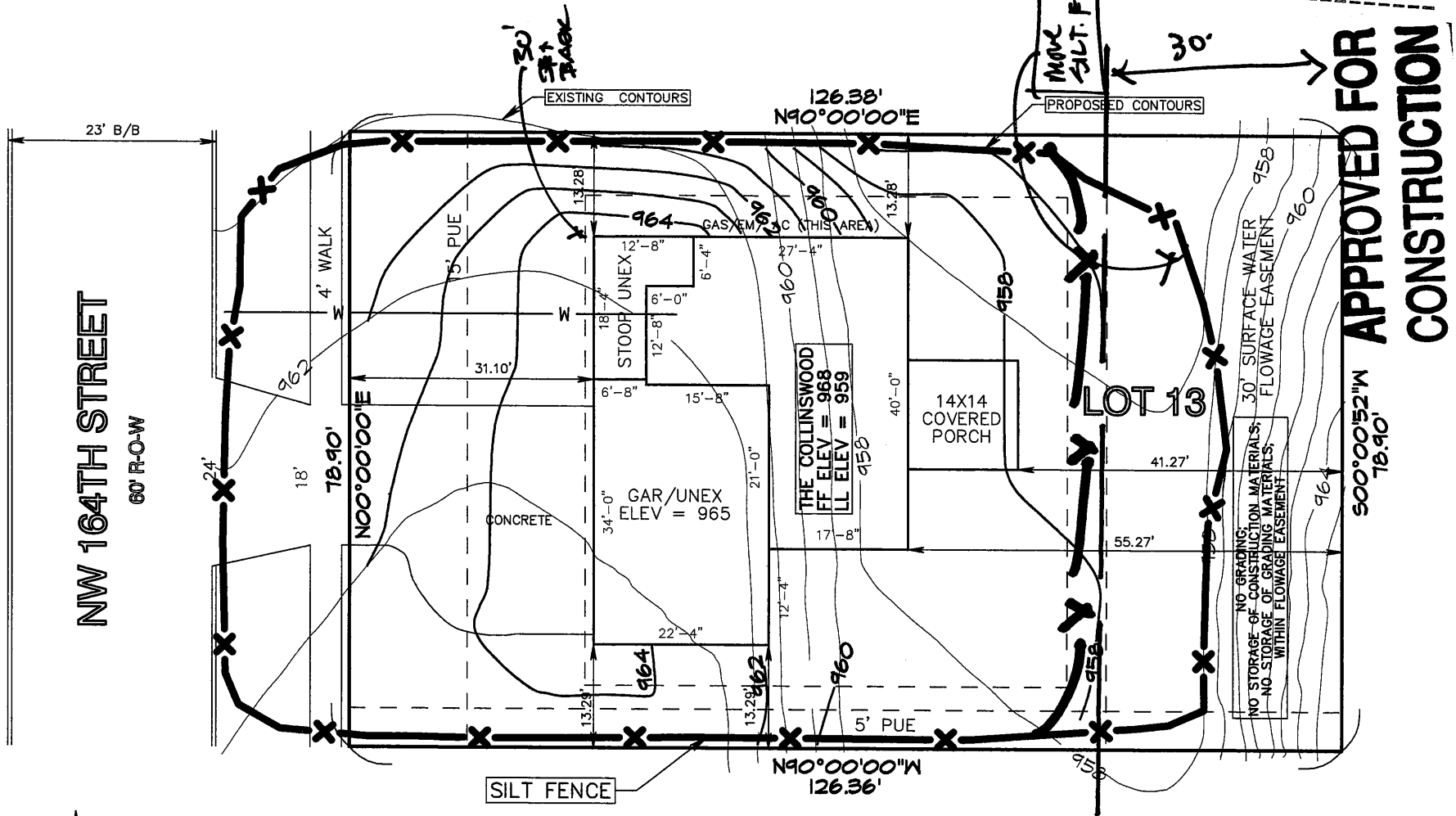


EXHIBIT B – LEGAL DESCRIPTION



revised 5/4/13
 revised 5/2/13
 DATE: 4/21/13
 SCALE: 1"=20'

JOB # 4197 SP

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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

Signed this 9th day of August, 2024.

GRANTOR:

By: Kelsi Dahlke

Printed Name: Kelsi Dahlke

Owner(s) of Property Located at: 16522 Maple St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 3 LOT 15

JUN 12 2012

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as "City" or "the City", has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as "Project," to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as "Practice."

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

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

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

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

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

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

A. Duties of Grantor(s)

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- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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Signed this 13th day of Aug, 2024.

GRANTOR:

By: Travis Espenhover

Printed Name: Travis Espenhover

Owner(s) of Property Located at: 3635 NW 167th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 7 LOT 4

K&K HOMES INC

HOUSE SITE PLAN

LEGAL DESCRIPTION:

LOT 4 ANGEL PARK PLAT 7 IN THE CITY OF CLIVE,
DAWSON COUNTY, IOWA.
SAND TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY
AND ALL EASEMENT OF RECORD.
SAND TRACT OF LAND CONTAINS 11,800 SF MORE OR LESS.

ADDRESS:

3635 NW 167TH ST.
CLIVE, IOWA 50325

OWNER:

TRAVIS & KATE ESPENHOVER
3635 NW 167TH ST
CLIVE, IOWA 50325

ZONING:

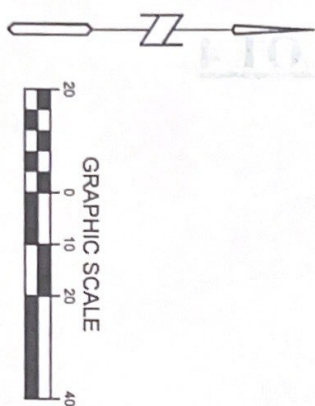
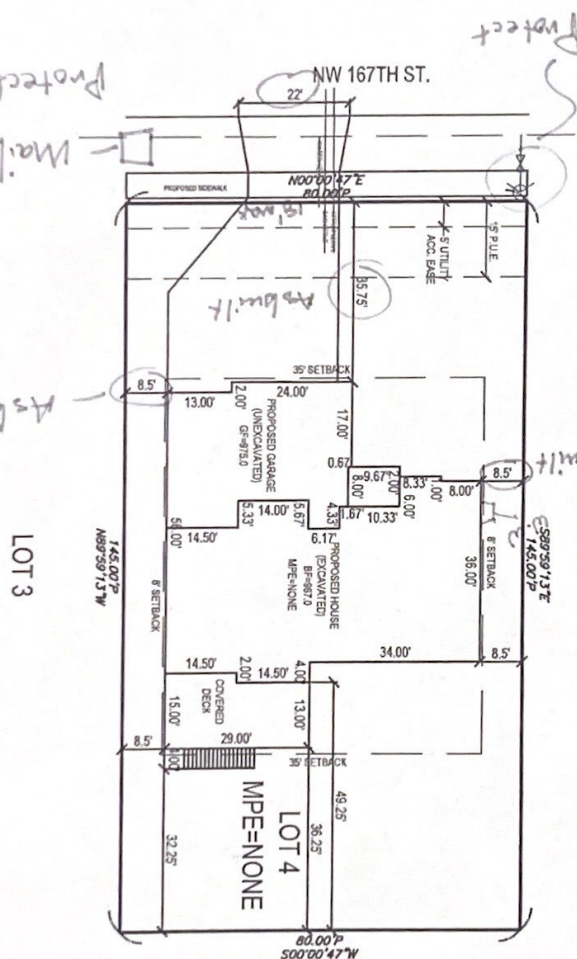
R-1
BUILDING SETBACKS:
FRONT-35'
SIDE-8'
REAR-35'

EXHIBIT B - LEGAL DESCRIPTION

APPROVED

RM CB
4-3-20

LOT 5



DATE PREPARED: 03-24-2020

LOT 4 ANGEL PARK PLAT 7
3635 NW 167TH ST., CLIVE

HOUSE SITE PLAN

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3025
Phone: (515) 278-0467 Fax: (515) 278-0217
Civil Engineering & Land Surveying Established 1959

DRAWN BY:
TER
PROJECT NUMBER:
200176
SHEET NUMBER:
1 OF 2

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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Signed this 13 day of August, 2024.

GRANTOR:

By: Lonnie Yoder

Printed Name: Lonnie Yoder

Owner(s) of Property Located at: 18190 Alpine Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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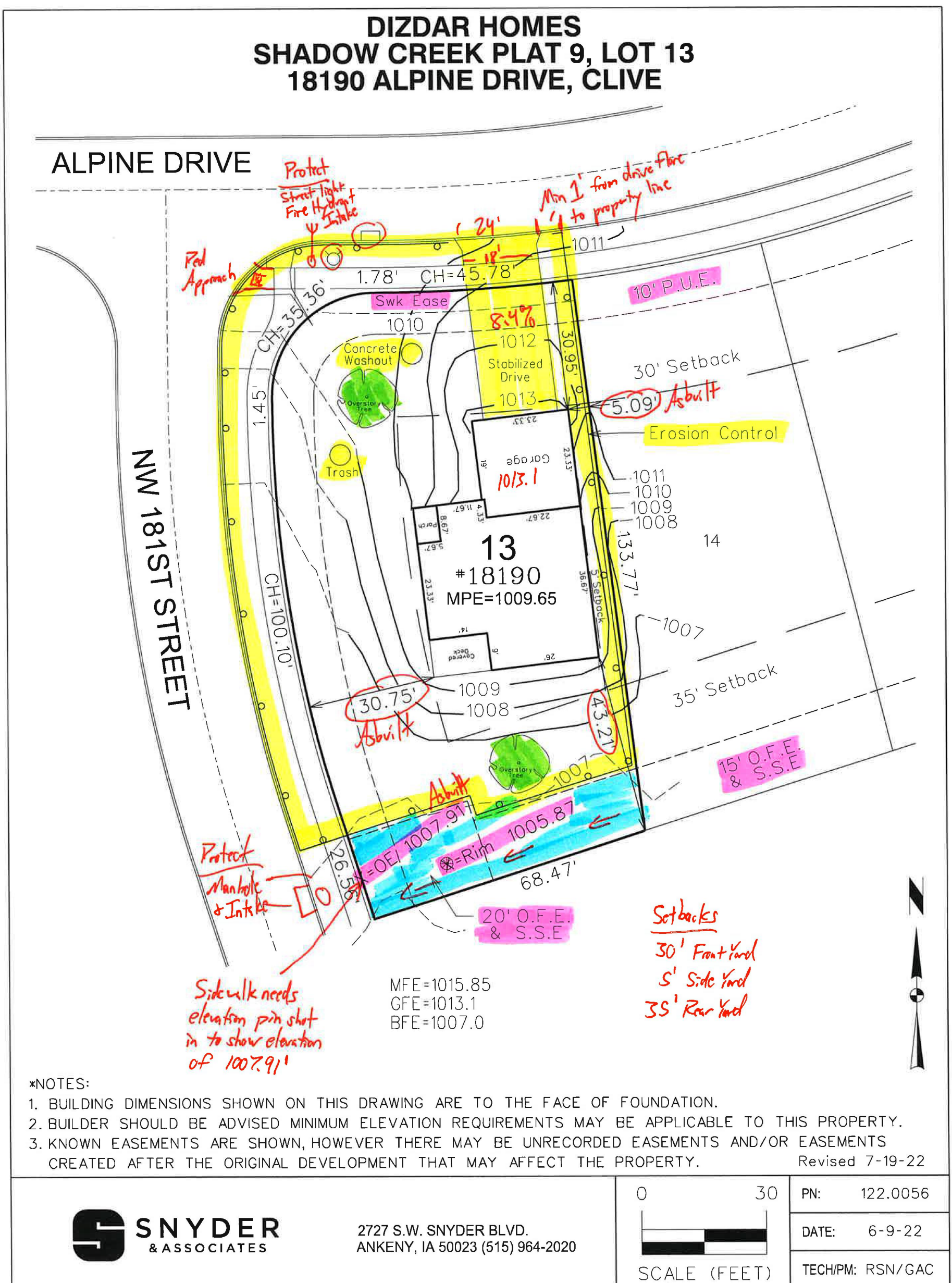
Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 9 LOT 13

APPROVED
7/25/22



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

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- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 13 day of August, 20 24 .

GRANTOR:

By: Chakrit Kongtahworn

Printed Name: Chakrit and Molly Kongtahworn

Owner(s) of Property Located at: 4239 NW 164th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

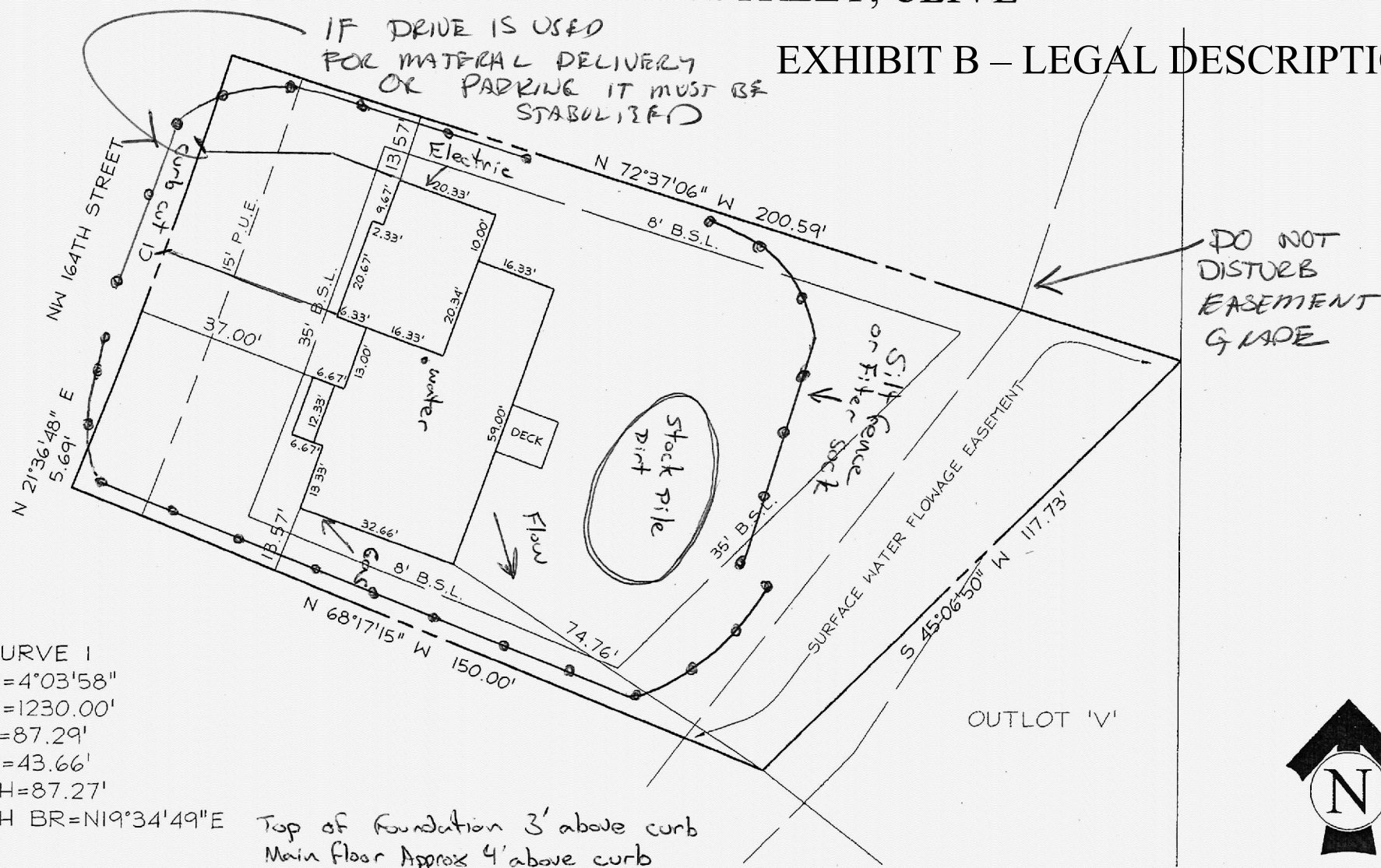
WALNUT CREEK HILLS OF CLIVE PLAT 1 LOT 35

HARRINGTON HOMES

LOT 35 WALNUT CREEK HILLS OF CLIVE PLAT 1

4239 NW 164TH STREET, CLIVE

EXHIBIT B - LEGAL DESCRIPTION



CURVE 1
D=4°03'58"
R=1230.00'
L=87.29'
T=43.66'
CH=87.27'
CH BR=N19°34'49"E

Top of Foundation 3' above curb
Main floor Approx 4' above curb

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

COOPER CRAWFORD
& ASSOCIATES, L.L.C.

CIVIL ENGINEERS
2167 GRAND AVENUE, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

SCALE: 1"=30'
DATE: 5-15-07

JOB NUMBER
CH
1731

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
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1900 N.W. 114th Street
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Attention: City Clerk

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Signed this 13th day of August, 2024.

GRANTOR:

By: Charles Greenwood Joan Roberts

Printed Name: Charles Greenwood and Joan Roberts

Owner(s) of Property Located at: 2119 NW 147th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 4 LOT 32

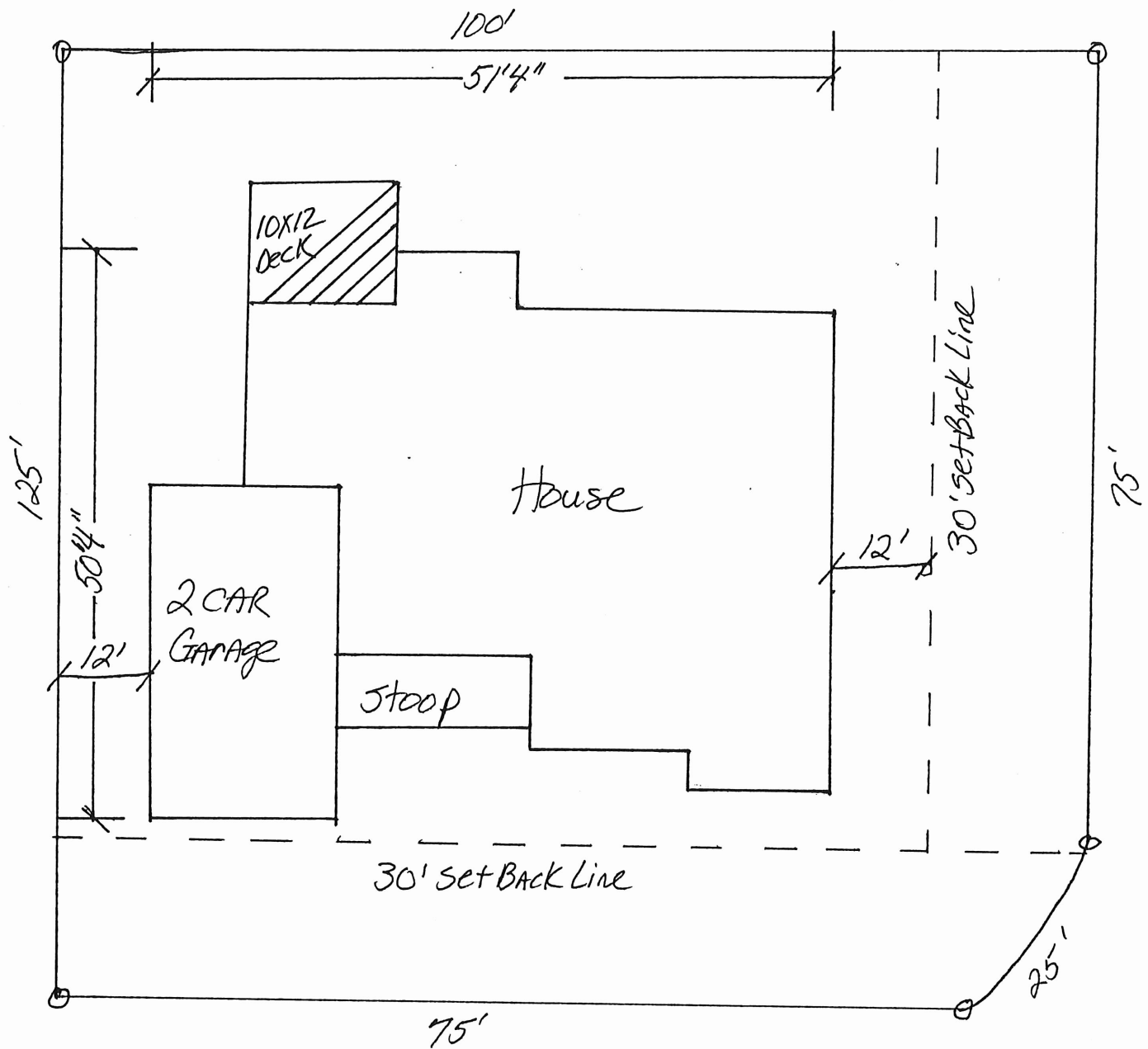
Jerry's Homes
2119 NW 147th

Site PLAN

N ←

Lot 32 Country Club West Plat 4

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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

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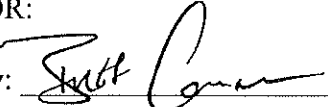
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Attention: City Clerk

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Signed this 14 day of August, 2024.

GRANTOR:

By: 

Printed Name: Brett Conner

Owner(s) of Property Located at: 12231 Wellington
Ridge Dr

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 16 WELLINGTON RIDGE PLAT 1

SITE PLAN

MILLARD CONSTRUCTION, INC.

OFFICE 222-0684

1825 Industrial Circle

West Des Moines, Iowa 50265

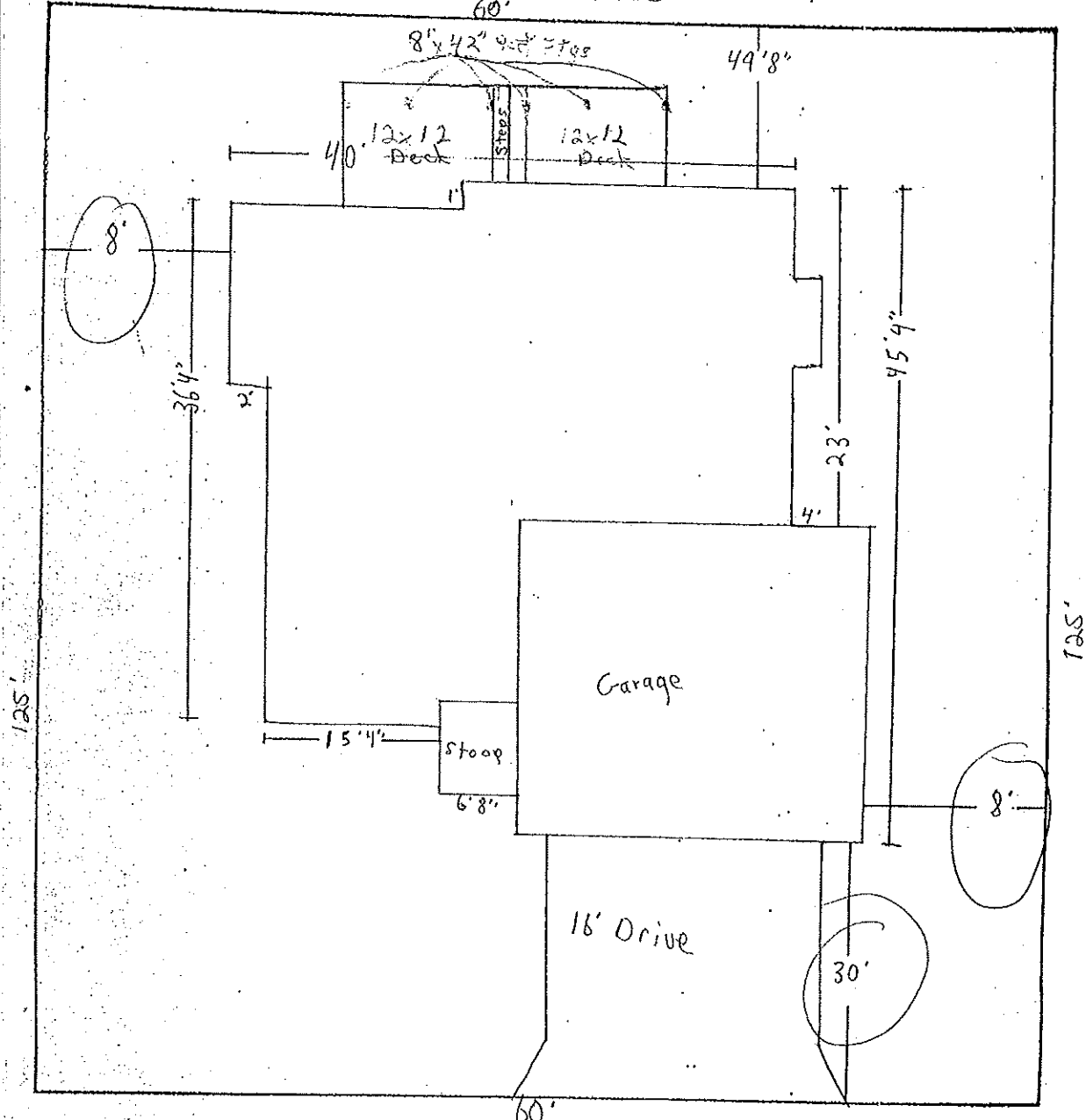
LOCATION: 12231 Wellington
Ridge Dr.
LEGAL DESCRIPTION:
Lot 16 Wellington Ridge
Plat 1

EXHIBIT B - LEGAL DESCRIPTION

PLAN NO.

SL 2004

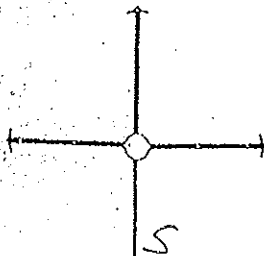
DIMENSIONS



Wellington Ridge Dr.

LEGEND:

- Existing Contour Lines
- Finished Grade
- Public Water Main
- Public Sanitary Sewer
- Public Storm Sewer
- Direction of Surface Drainage



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Right of Entry and Temporary Construction Easement Agreement
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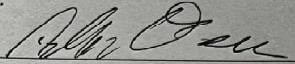
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City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 14 day of August, 2024.

GRANTOR:

By: 

Printed Name: Adam Drake

Owner(s) of Property Located at: 3954 NW 177th Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 5 LOT 32

EXHIBIT B – LEGAL DESCRIPTION

TEAL CREEK HOMES
LOT 32 SHADOW CREEK PLAT 5
3954 NW 177th COURT, CLIVE

M.P.E. = 969.85

No Asbuilt's

R=525.00
L=66.92
CH=66.87
CH BR=S45°43'50"E

PRESERVE SWALE AND
RESTORE SOD AS
NEEDED

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

MAINTAIN 1½" CLEAN
ROAD STONE
CONSTRUCTION ENTRANCE
UNTIL SLAB IS IN PLACE

AREAS

Area	Area (S.F.)
LOT	13,446
HOUSE	2,147
GARAGE	854
DECK	252
DRIVEWAY	1,044
SERVICE WALK	60

SETBACKS

Setback	Setback (S.F.)
FRONT	30'
DECK	35'

LOT DIMENSIONS

Side	Length (S.F.)
North	143.53'
East	19.34'
South	140.00'
West	70.16'

SETBACKS

Setback	Setback (S.F.)
FRONT	30'
DECK	35'

AREA CALCULATIONS

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HOUSE - 2,147 S.F.
GARAGE - 854 S.F.
DECK - 252 S.F.
DRIVEWAY - 1,044 S.F.
SERVICE WALK - 60 S.F.

SETBACKS

FRONT - 30'
REAR - 35'
SIDE - 8' MIN.

DISCLAIMER:

DISCLAIMER:
ANY F.F.E., G.F.E., OR B.F.E. SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ELEVATIONS WITH THE BUILDING PLANS AND SEWER DEPTH. ALL EXISTING GRADES ARE BASED ON APPROVED CONSTRUCTION DRAWINGS AND HAVE NOT BEEN FIELD VERIFIED.

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

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



0 15 30
SCALE: 1"=30'
DATE: 2-8-2022
JOB NUMBER
CH
9423

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
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- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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Signed this ____ day of _____, 20____.

GRANTOR:

By: _____

Printed Name: Angela Flom

Owner(s) of Property Located at: 14663 Summit Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

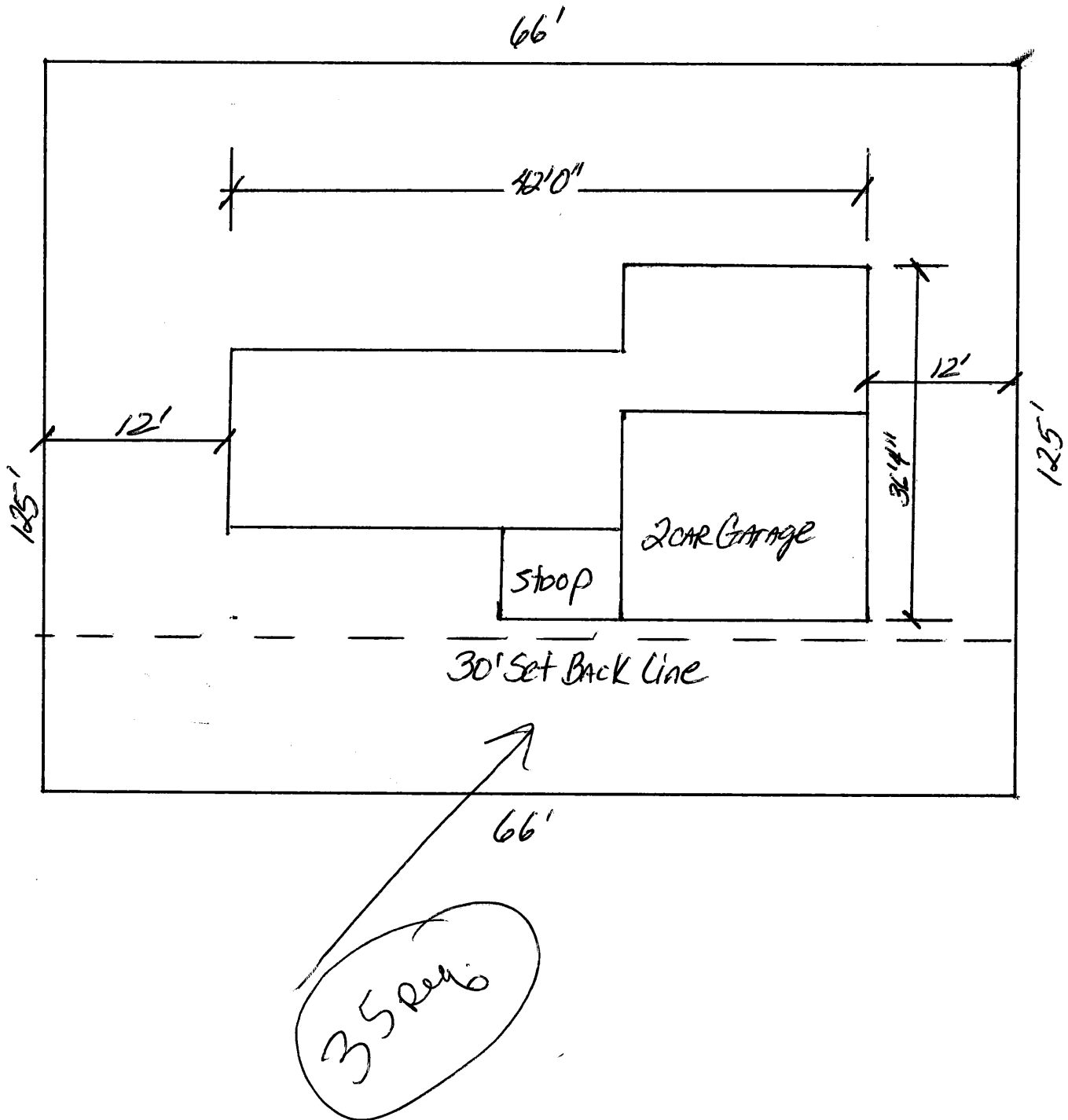
EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 4 LOT 26

Jerry's Homes
1463 Summit Dr.
Lot 26 Plat 3
Country Club West

Site Plan
"Aspen"

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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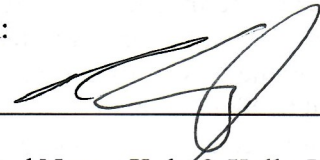
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Signed this 14 day of August, 2024.

GRANTOR:

By: 

Printed Name: Kyle & Kelly Jungers

Owner(s) of Property Located at: 17349 Berkshire
Pkwy

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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Signed this _____ day of _____, 20____.

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

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Right of Entry and Temporary Construction Easement Agreement
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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

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

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- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
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- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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Signed this 13 day of Aug, 2024.

GRANTOR:

By: George Phillips

Printed Name: George Phillips

Owner(s) of Property Located at: 14926 Sheridan Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

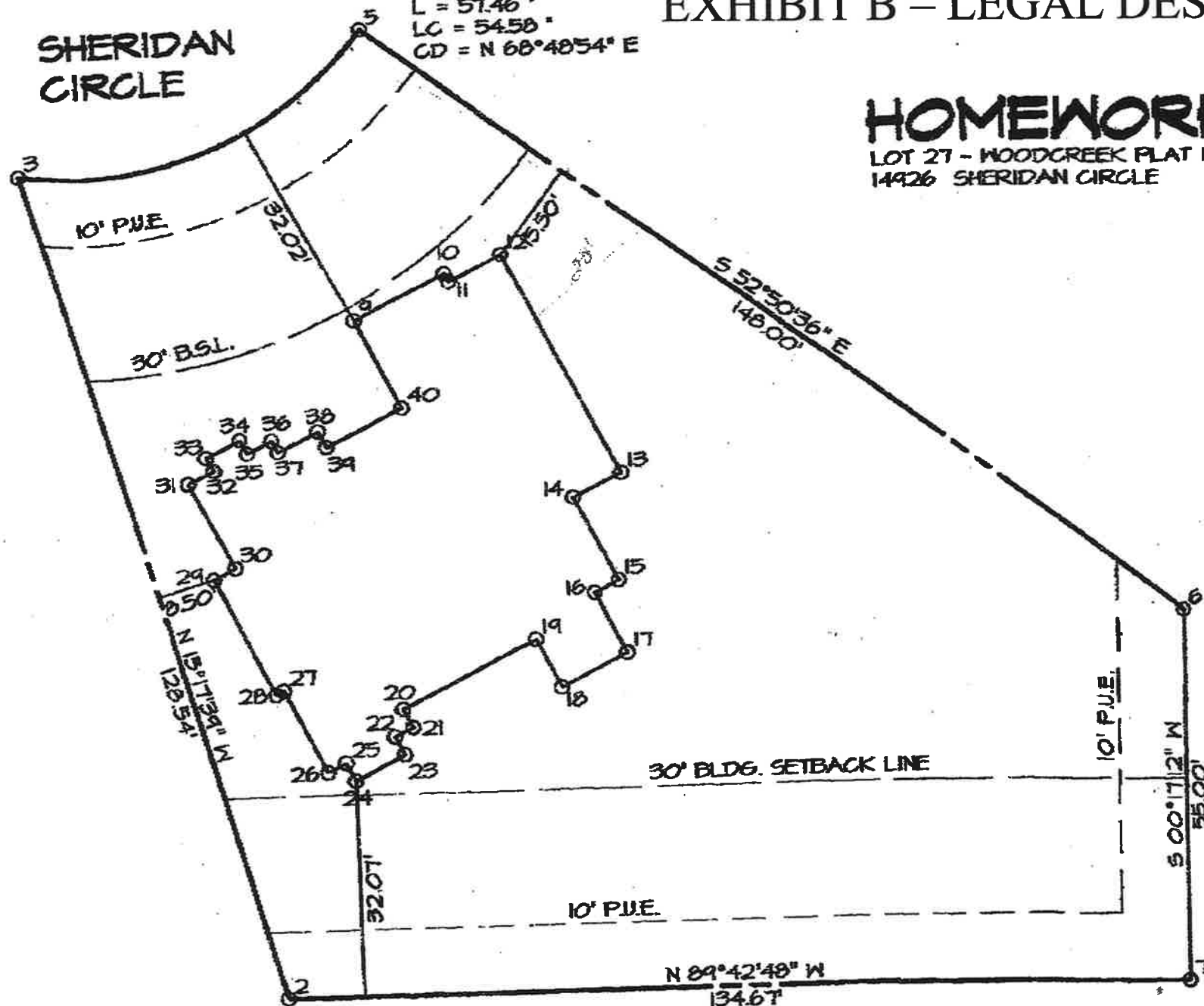
WOOD CREEK PLAT 1 LOT 27

R = 52.00'
T = 32.06'
L = 57.46'
LC = 54.58"
CD = N 68° 48' 54" E

EXHIBIT B – LEGAL DESCRIPTION

HOMWORKS

LOT 27 - WOODCREEK PLAT 1
14926 SHERIDAN CIRCLE



CIVIL ENGINEERING
2400 86TH
DA

SCALE: 1" = 20'

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

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Attention: City Clerk

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Signed this 14th day of August, 2024.

GRANTOR:

By: 

Printed Name: Jeff Rader

Owner(s) of Property Located at: 10517 Elmcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

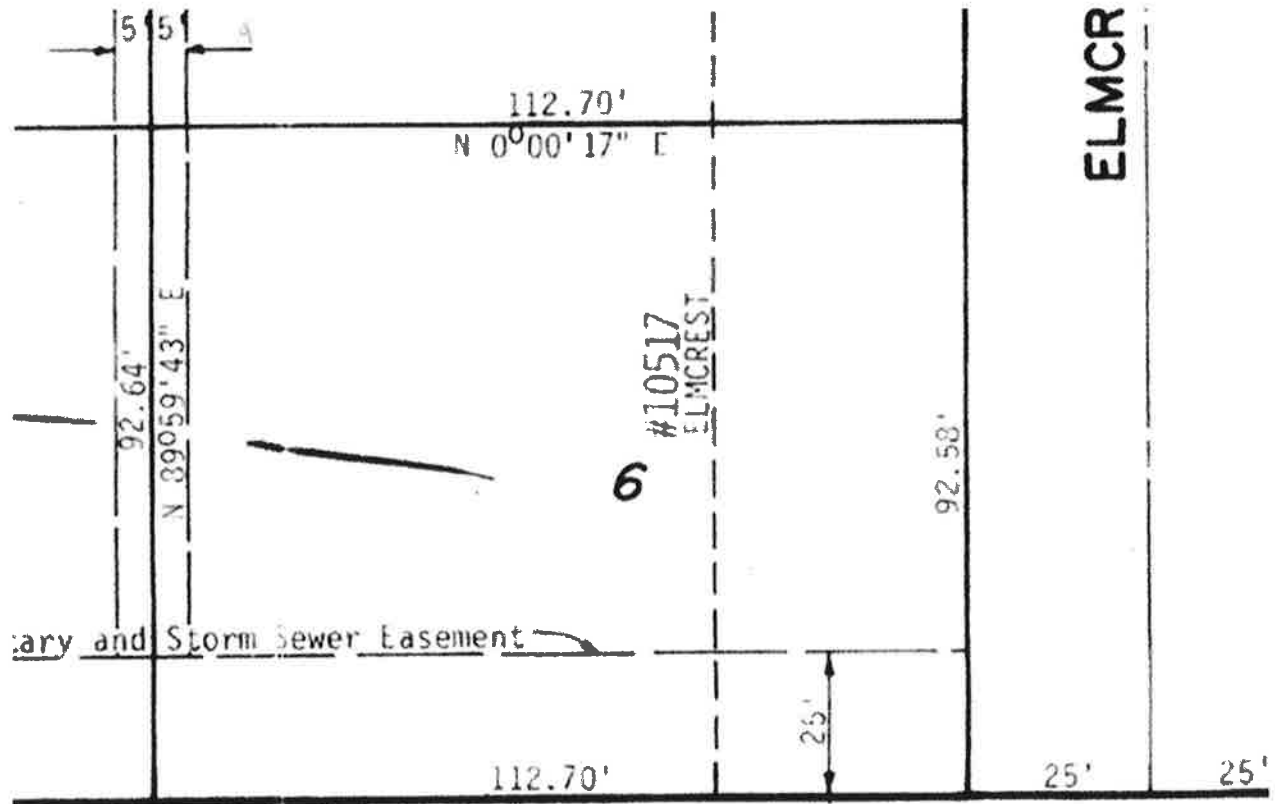
Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 6 RIO VALLEY ESTATES PLAT 6

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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1900 N.W. 114th Street
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Attention: City Clerk

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Signed this 14th day of August, 2024.

GRANTOR:

By: Merrill Norris

Printed Name: Merrill Norris

Owner(s) of Property Located at: 12968 Hickory Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 36 HUNTINGTON RIDGE PLAT 3

EXHIBIT B - LEGAL DESCRIPTION

170'

44.26'

North

12' 12'

52'

14' x 16' Deck

2 Car Garage

3rd Car Garage

Drive Way

115.05'

191.85'

35' front yard setback

Wickery Court

12968 Wickery Court

Lot # 36

Wentington Ridge - Plot 3

scale 1/2" equals 10'

12968 Wickary Court

536

Wentington Ridge - Plot 3

scale $\frac{1}{2}$ " equals 10'

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Right of Entry and Temporary Construction Easement Agreement
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- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
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- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 12th day of August, 2024.

GRANTOR:

By: 

Printed Name: Scott Rhein

Owner(s) of Property Located at: 1644 NW 122nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

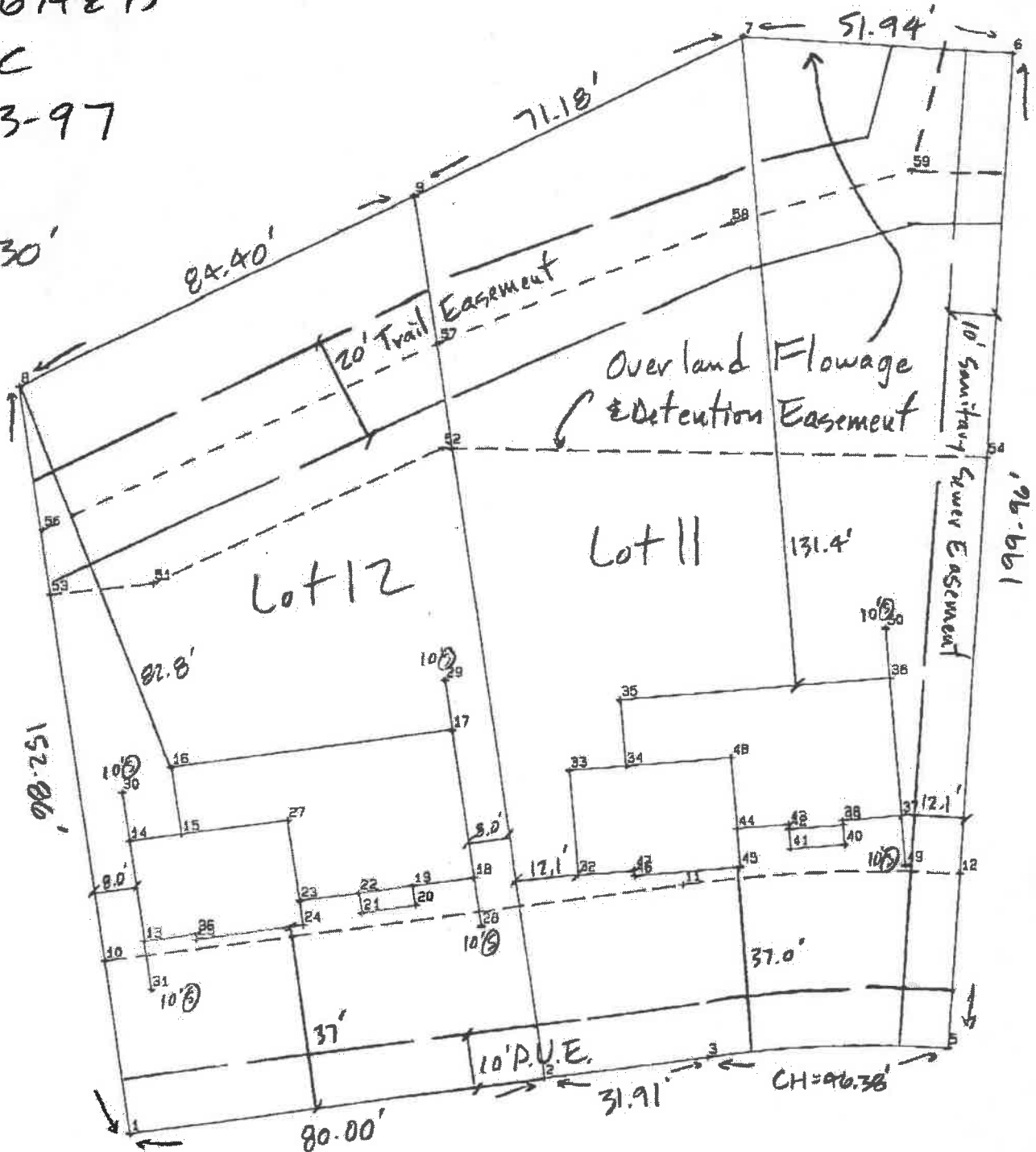
LT 12 SUBJ TO TRAIL EAS WELLINGTON RIDGE
PLAT 3

1662 E 1644 NW 122nd Street

- 5674 & 75

2EC

2-13-97

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**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
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- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
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City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 9 day of August, 2024.

GRANTOR:

By: Rickey Woody

Printed Name: Rickey Woody

Owner(s) of Property Located at: 16401 Phoenix Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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

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

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

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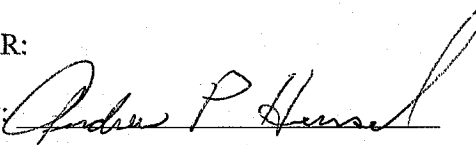
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

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Signed this 11 day of August, 2024.

GRANTOR:

By:



Printed Name: Andrew Hensel

Owner(s) of Property Located at: 2762 NW 153rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

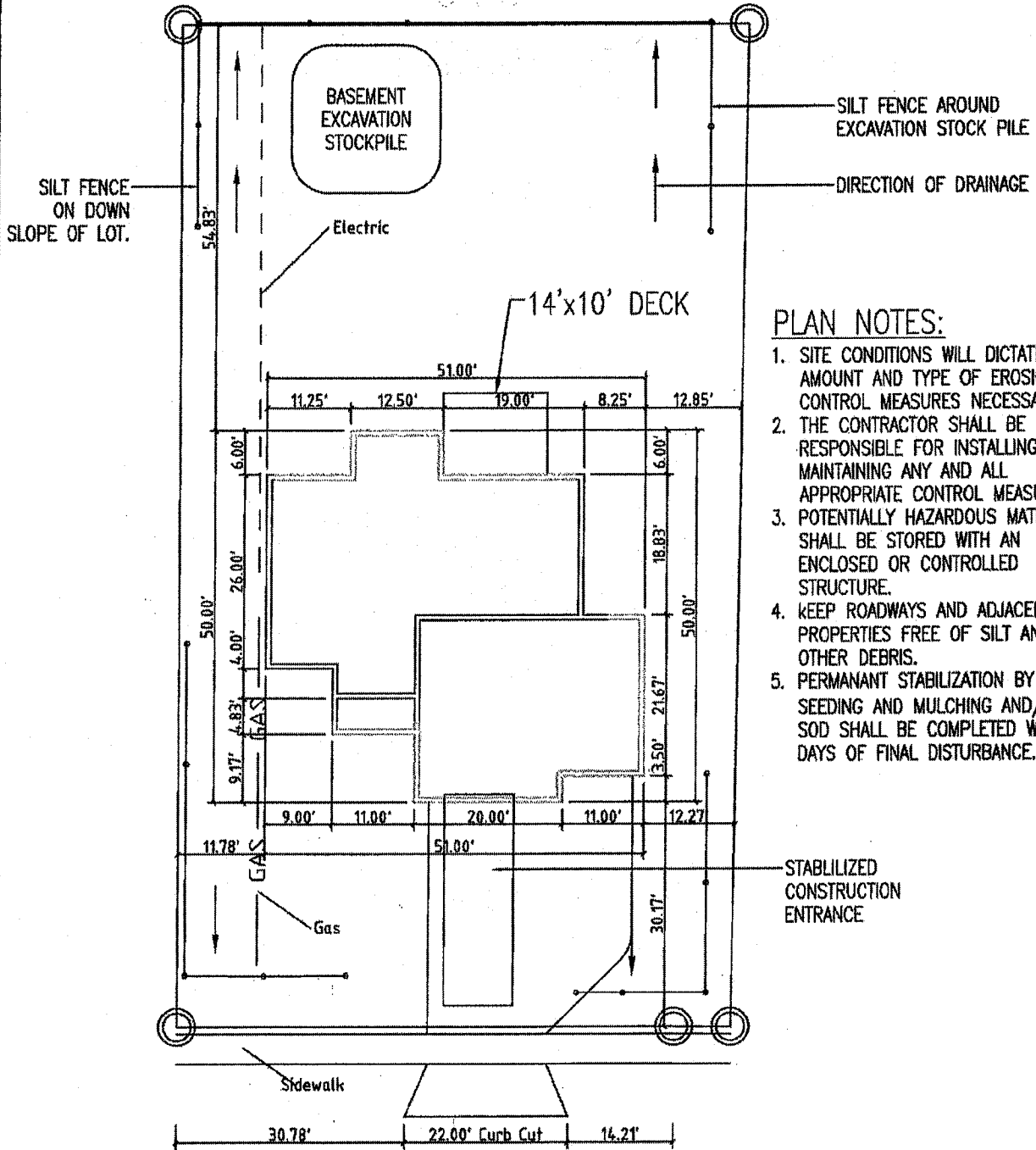
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Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

STONEGATE PLAT 2 LOT 15

EXHIBIT B – LEGAL DESCRIPTION



PLAN NOTES:

1. SITE CONDITIONS WILL DICTATE THE AMOUNT AND TYPE OF EROSION CONTROL MEASURES NECESSARY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ANY AND ALL APPROPRIATE CONTROL MEASURES.
3. POTENTIALLY HAZARDOUS MATERIALS SHALL BE STORED WITH AN ENCLOSED OR CONTROLLED STRUCTURE.
4. KEEP ROADWAYS AND ADJACENT PROPERTIES FREE OF SILT AND OTHER DEBRIS.
5. PERMANANT STABILIZATION BY SEEDING AND MULCHING AND/OR SOD SHALL BE COMPLETED WITHIN 14 DAYS OF FINAL DISTURBANCE.

NW 153rd

Sunflower Development, Inc. – 8657 Douglas Ave, #304 – Urbandale, IA 50322

REF:	SHEET TITLE	
PROJECT NO:	SITE PLAN & Erosion Control	
DATE:		
CAD DWG FILE: 2762 NW 153RD EROSION CONTROL PLAN.DWG	PROJECT	DRAWING
DRAWN BY: DMS	2762 NW 153rd Street	1
CHK'D BY:		

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 20 24.

GRANTOR:

By: Brian Butzke

Printed Name: Brian and Sarah Butzke

Owner(s) of Property Located at: 1700 NW 92nd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LT 29 & E 6.5F LT 30 ARBOR OAKS ESTS PLAT 1

WALDRON ENGINEERING COMPANY

Consulting Engineers and Surveyors

324 GRAND AVENUE

P. O. BOX 462 • WEST DES MOINES, IOWA 50265 • TELEPHONE 255-0672

REC'D SEP 22 1981

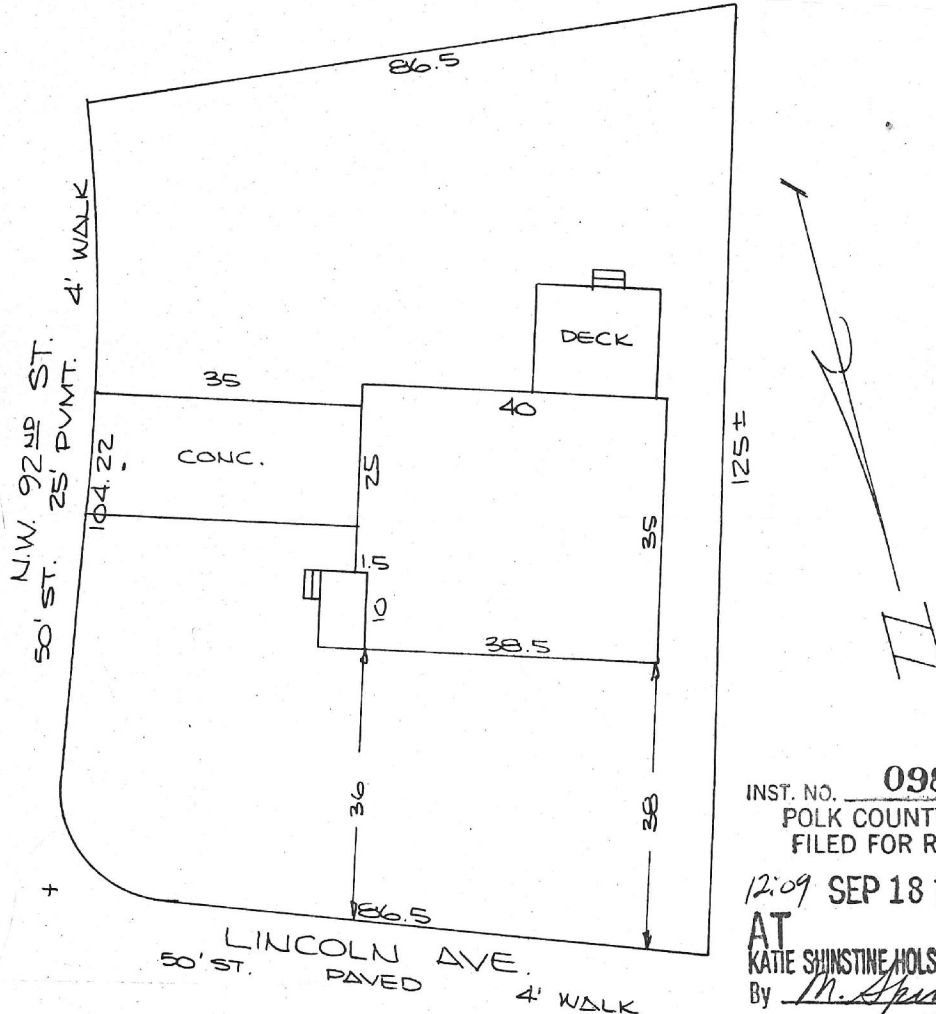
Mortgage Survey for: THE BANKERS TRUST COMPANY

Of a Property at - 1700 N.W. 92nd Street, Clive, Iowa

Belonging to - - - - Jerry's Homes, Inc.

Legally Described as: Lot 29 & the E. 6.5 ft of Lot 30, Arbor Oaks Estates Plat

EXHIBIT B - LEGAL DESCRIPTION



INST. NO. **09869**
 POLK COUNTY, IOWA
 FILED FOR RECORD
 12:09 SEP 18 1981
 AT
 KATIE SHINSTINE HOLSCHUH, Recorder
 By M. Spina Deputy

JANUARY 2, 1979
 SCALE 1" = 20'

NOTE:

The accuracy of determining the property lines in this survey is for mortgage purposes only. The use of any dimensions shown on this plat to determine property lines is beyond the intent of this survey and could result in error.

CERTIFICATE:

We hereby certify that we have made a survey of the property herein described, and that this plat shows the location of the improvements thereon, and that there are no encroachments, except as indicated on the plat above.

WALDRON ENGINEERING COMPANY

Deborah I. Waldron
 Reg. Prof. Engineer & Land Surveyor No. 3133, Iowa

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
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- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

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

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- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
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C. General Terms:

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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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Signed this 14th day of August, 2024.

GRANTOR:

By: Traci Schaefer

Printed Name: Mike & Traci Schaefer

Owner(s) of Property Located at: 15263 Woodcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

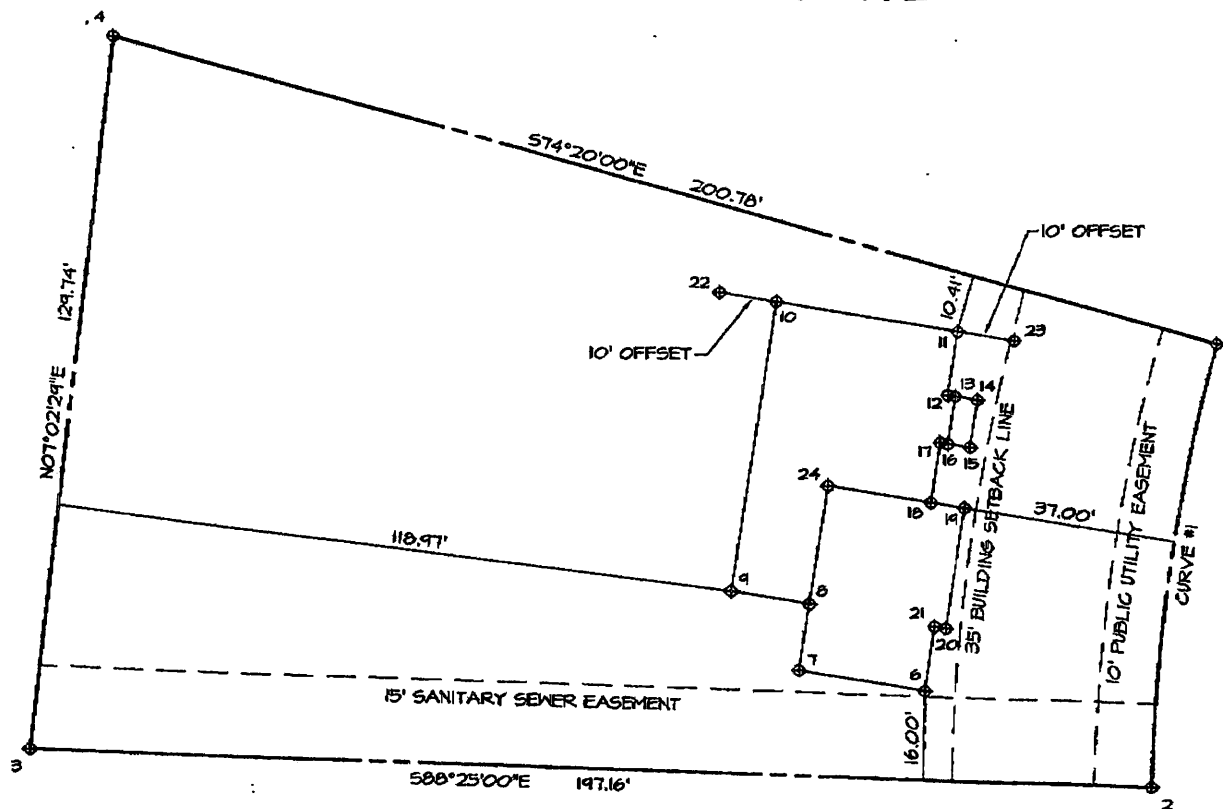
EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WOODS PLAT 3 LOT 14

EXHIBIT B – LEGAL DESCRIPTION

ACCURATE DEVELOPMENT

LOT 14 COUNTRY CLUB WOODS PLAT 3
15263 WOODCREST DRIVE



CURVE DATA:
CURVE #1
LENGTH = 81.11'
DELTA = 14°05'00"
RADIUS = 330.00'
TANGENT = 40.76'
CH. BEARING = N08°31'30"E
CHORD = 80.91'



CIVIL ENGINEERING CONSULTANTS, INC.

2400 86TH STREET, UNIT 12 DES MOINES, IOWA 50322-4379
PHONE: 515.276.4884 FAX: 515.276.7084



NORTH

SCALE: 1"=20'



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Right of Entry and Temporary Construction Easement Agreement
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Signed this 15 day of August, 2024.

GRANTOR:

By: Barb Hervey
Printed Name: Barb Hervey

Owner(s) of Property Located at: 12802 Lincoln Ave
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 47 HUNTINGTON RIDGE PLAT 1

128th STREET

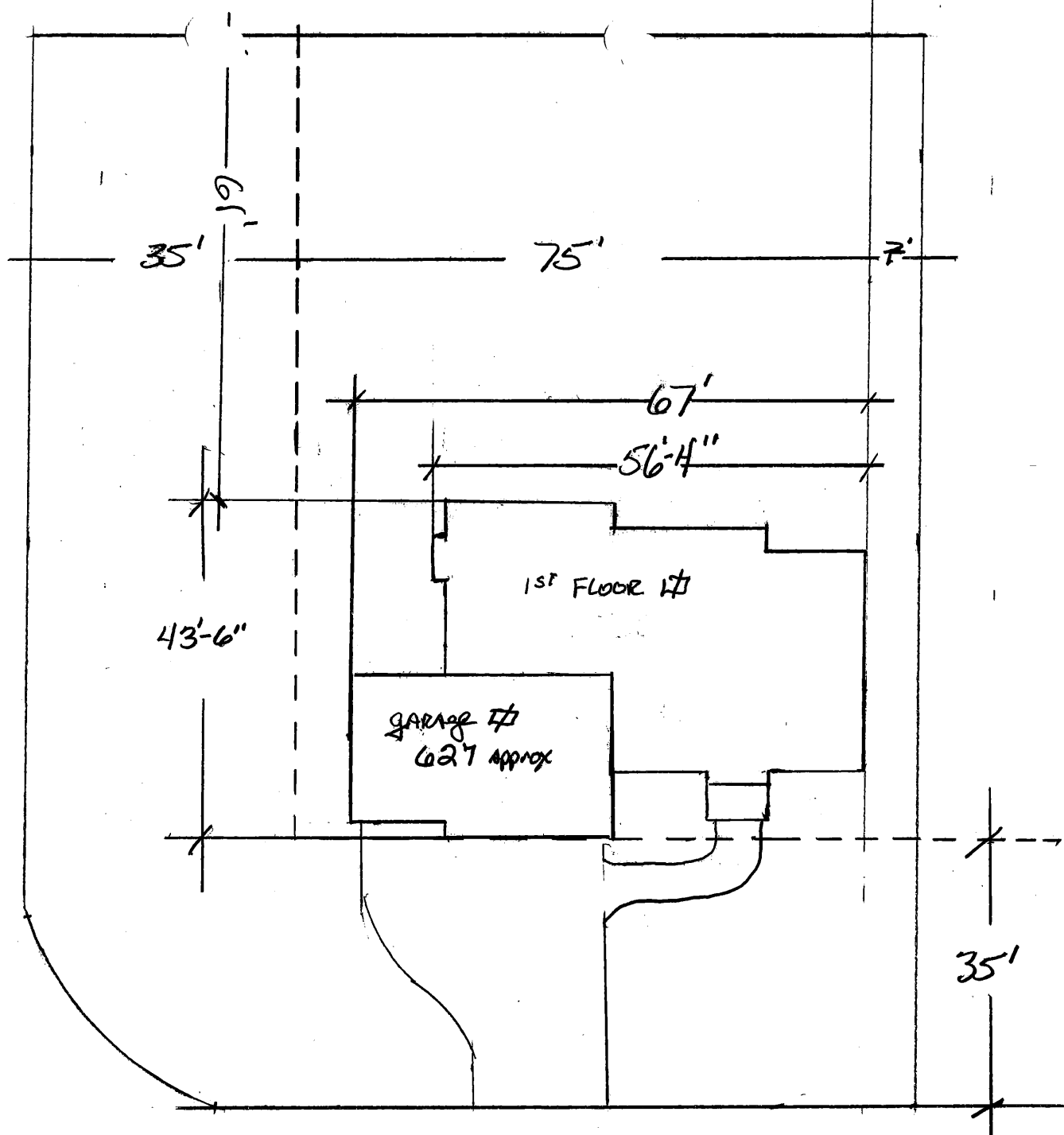
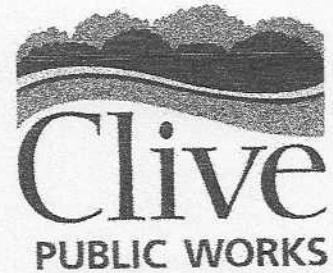


EXHIBIT B – LEGAL DESCRIPTION

LINCOLN AVE

BILL RILEY HOMES INC
OFFICE 1636 NW 129th STREET CLIVE
Phone # 221-9722

JOB: 12802 LINCOLN DR LOT 47 Plat 1
HUNTINGTON RIDGE



Public Works Department
2123 NW 111th St
Clive, IA 50325
(515)223-6231
(515)223-6013 Fax
www.cityofclive.com

August 7, 2024

Mark and Beth Brauer
9880 Carpenter Ave
Clive, IA 50325
Email address: dsmbrauer@gmail.com
Mobile number:

SQR OFFER #24-036

City of Clive Soil Quality Restoration for Address:

LOT 5 INDIAN HILLS PLAT NO 10

Total Area Treated, sq. ft.	Total Cost	City Share	Property Owner Share
905.65599999999995	\$126.7918	\$63.3959	\$63.3959

Click here to pay.

Deadline: end of day Tues., Aug 27, 2024

Questions? Need more information before proceeding?
Join our webinar with the contractor on

Wed., Aug. 14, 2024

At 5:30 p.m. with this link:

<https://us06web.zoom.us/j/84269055790>

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

Signed this 15th day of August, 2024.

GRANTOR:

By: 

Printed Name: Mark and Beth Brauer

Owner(s) of Property Located at: 9880 Carpenter Ave
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 5 INDIAN HILLS PLAT NO 10

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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

Signed this 13th day of August, 2024.

GRANTOR:

By: 

Printed Name: Daryl (Karen) Silrum

Owner(s) of Property Located at: 12369 Sunset Ter
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

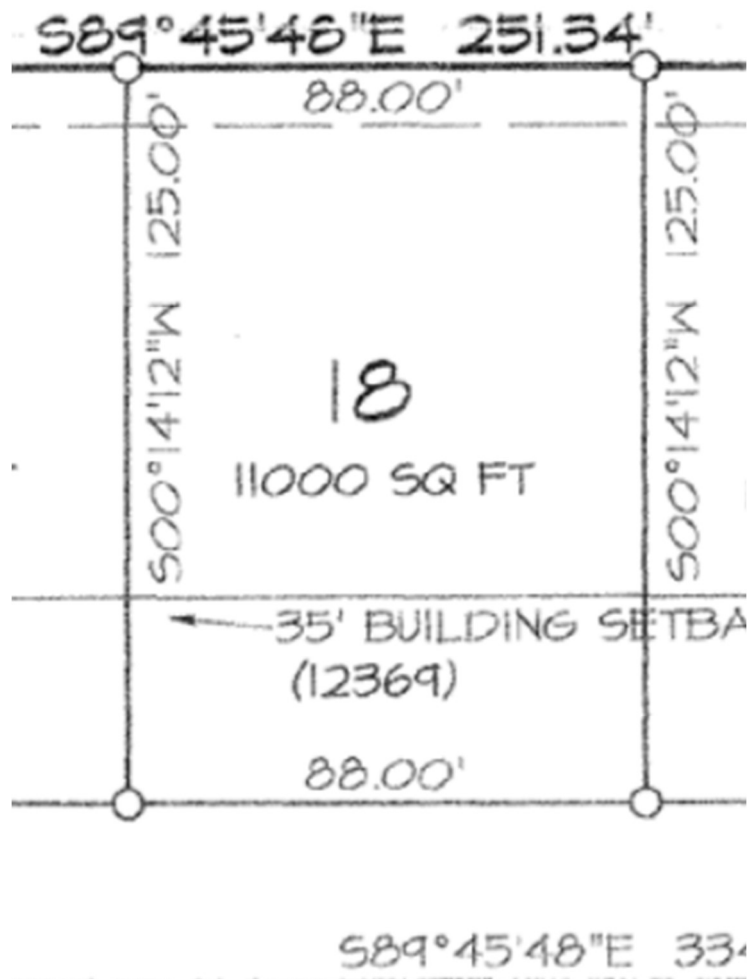
Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 18 WELLINGTON RIDGE PLAT 2

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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

Signed this 14th day of August, 2024.

GRANTOR:

By: Mark C Miller

Printed Name: Mark Miller

Owner(s) of Property Located at: 13582 Lakeshore Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 24 COUNTRY CLUB PLAT 3

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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

Signed this 15th day of AUGUST, 20 24.

GRANTOR:

By: 

Printed Name: Lily Singh

Owner(s) of Property Located at: 2140 NW 136th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

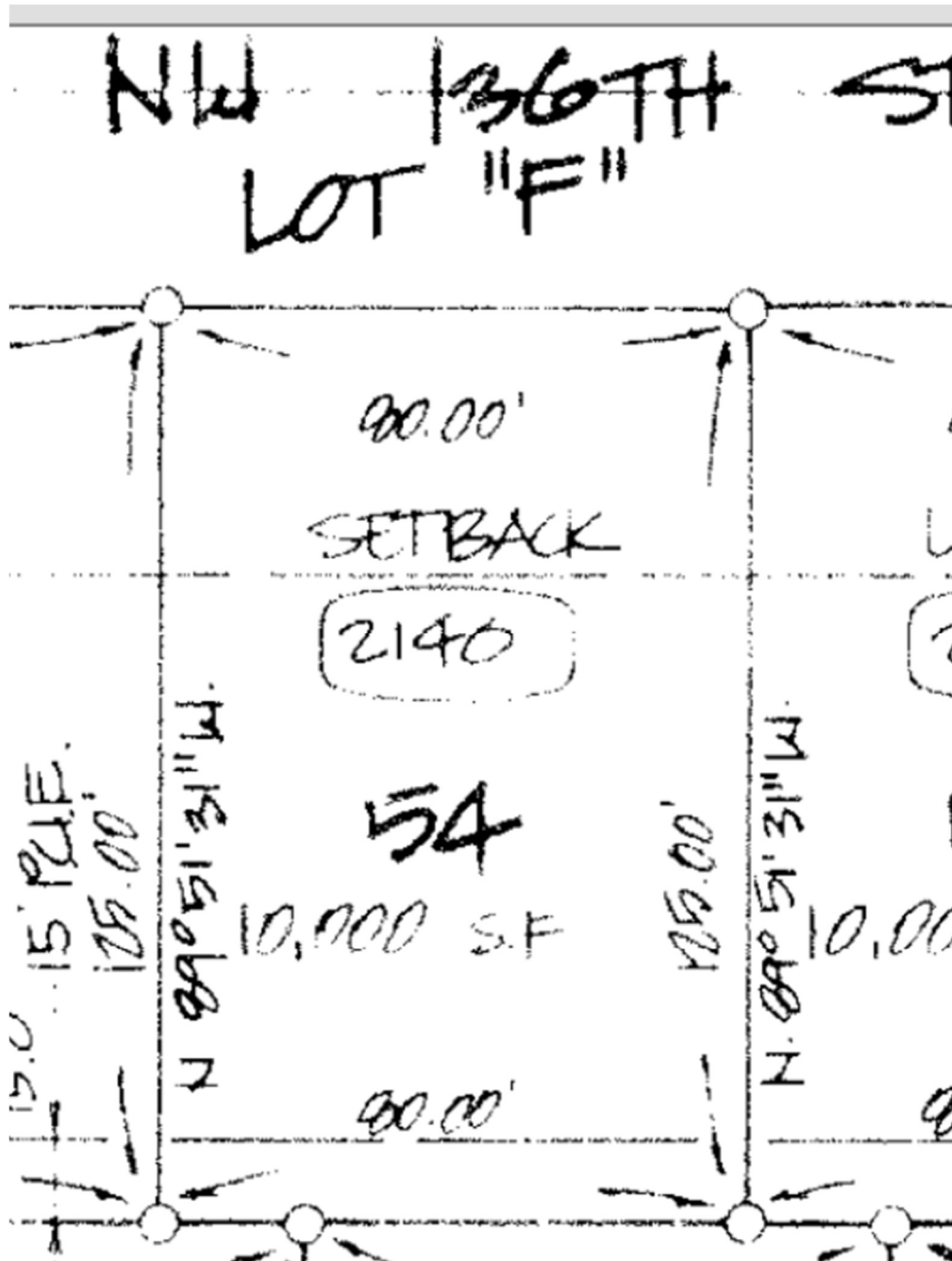
Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 54 COUNTRY CLUB PLAT 5

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 18th day of August, 2024.

GRANTOR:

By: 

Printed Name: Tom Koenig

Owner(s) of Property Located at: 13110 Clark St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 14 HUNTINGTON RIDGE PLAT 3

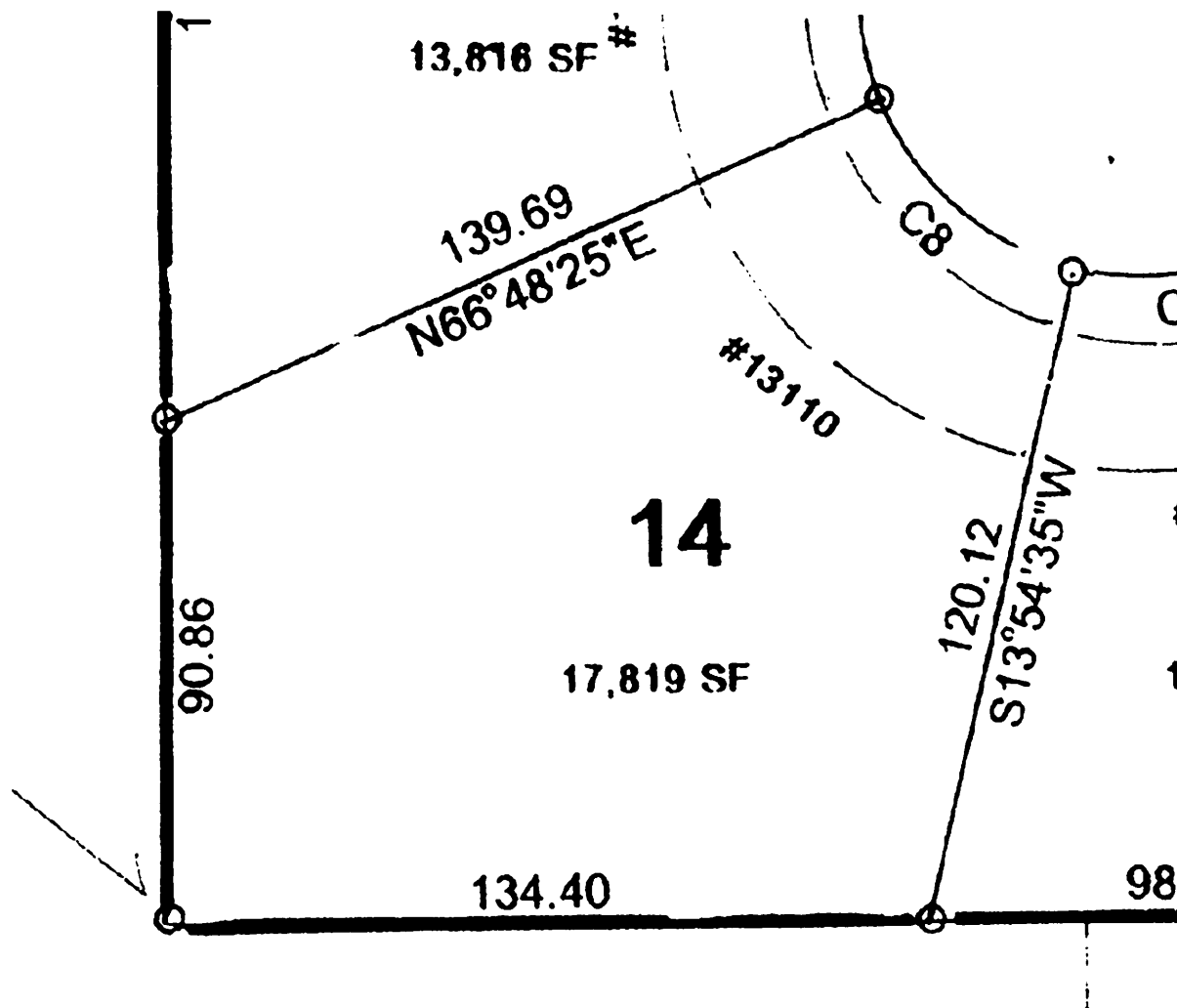


EXHIBIT B – LEGAL DESCRIPTION

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
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- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
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C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 15 day of August, 2024.

GRANTOR:

By: Linda Blaze

Printed Name: Linda Blaze

Owner(s) of Property Located at: 1527 NW 103rd ST
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LT 31 INDIAN HILLS PLAT 8

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

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C. General Terms:

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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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Signed this 18th day of August, 2024.

GRANTOR:

By: Anna Marasco

Printed Name: Anna Marasco

Owner(s) of Property Located at: 15102 Wildwood Dr
Clive, Iowa 50325

apmarasco@yahoo.com
515-401-2177

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 9 LOT 34

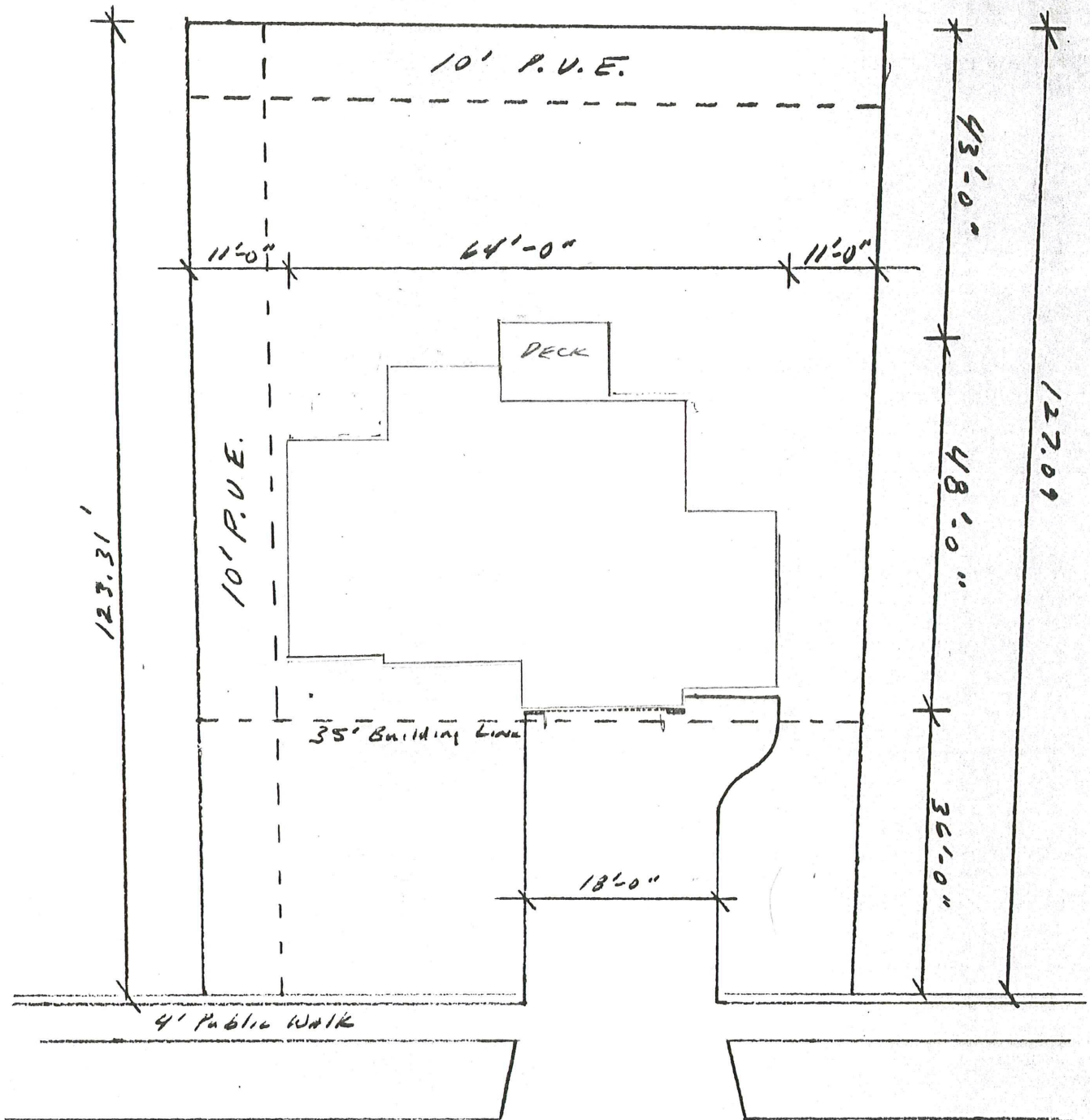
Legal

EXHIBIT B - LEGAL DESCRIPTION

Lot 34

COUNTRY CLUB WEST

Plat 9



15102 WILDWOOD DR.

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 19 day of August, 2024.

GRANTOR:

By: Justin Stoltenberg

Printed Name: Justin Stoltenberg

Owner(s) of Property Located at: 2775 NW 153rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

STONEGATE PLAT 2 LOT 6

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
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If to the City:

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1900 N.W. 114th Street
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Attention: City Clerk

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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 10 day of August, 2021.

GRANTOR:

By: 

Printed Name: Dan Giles

Owner(s) of Property Located at: 3551 Horton Cir
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

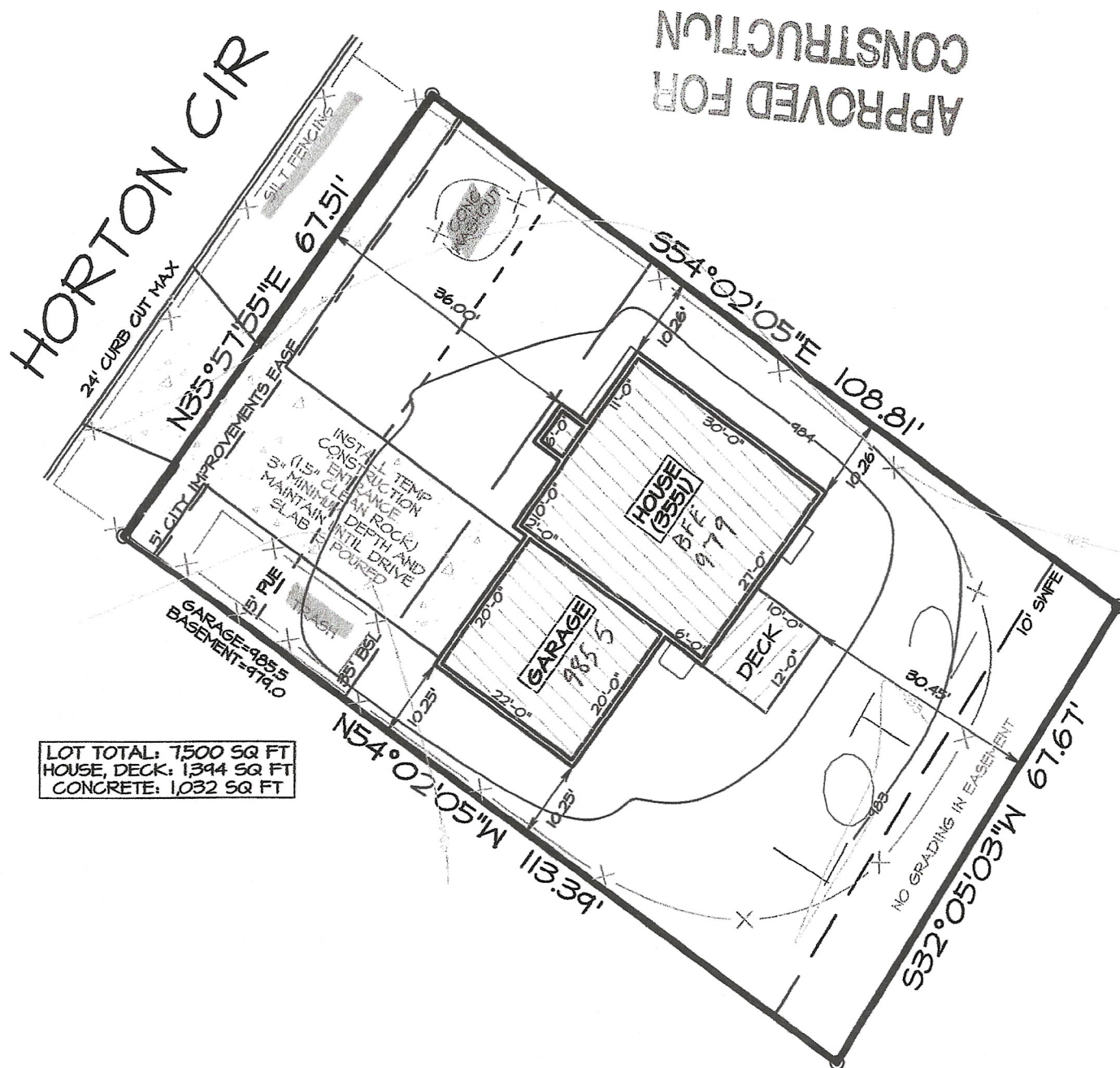
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

ANGEL PARK PLAT 3 LOT 2

3551 HORTON CIR. CLIVE
LOT 2 IN ANGEL PARK PLAT 3

EXHIBIT B – LEGAL DESCRIPTION



LOT TOTAL: 7,500 SQ FT
HOUSE, DECK: 1,394 SQ FT
CONCRETE: 1,032 SQ FT

SETBACKS:

FRONT: 35'
REAR: 35'



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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Attention: City Clerk

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Signed this 19 day of August, 2024.

GRANTOR:

By: Victor Babich

Printed Name: Victor Babich

Owner(s) of Property Located at: 10597 Elmcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 10 WALNUT RIDGE CREEK PLT 3

SKETCH PLAN

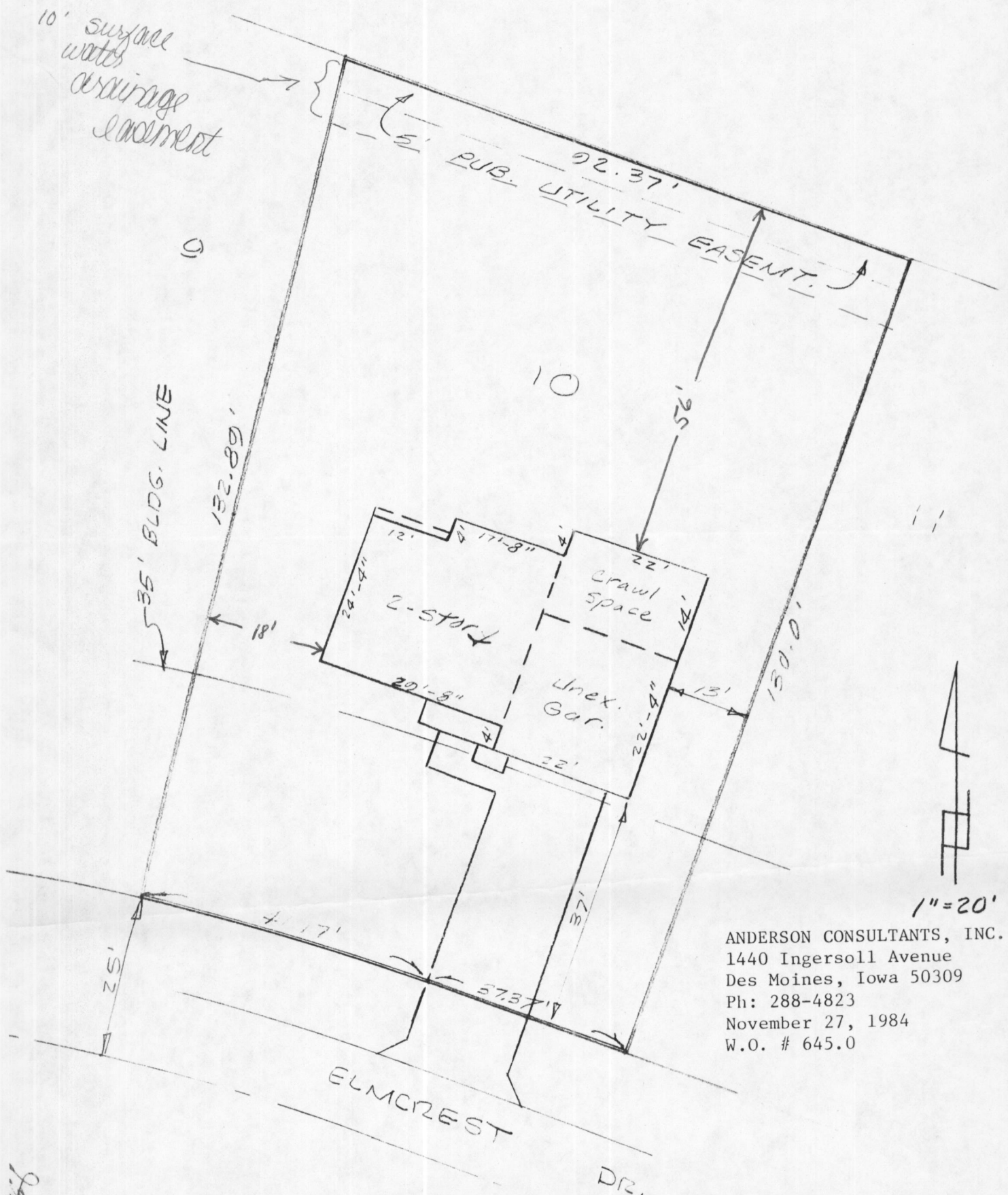
EXHIBIT B – LEGAL DESCRIPTION

FOR: Potter Consulting
1228 8th Street Suite 106
West Des Moines, Iowa 50265

ADDRESS: 10597 Elmcrest Drive
Clive, Iowa

LEGAL DESCRIPTION: Lot 10, WALNUT
RIDGE CREEK PLAT NO. 3, an Official Plat,
now being in and forming a part of the
City of Clive, Polk County, Iowa.

NOTE: PRIOR TO CONSTRUCTION, THE OWNER/CONTRACTOR
IS RESPONSIBLE FOR ASCERTAINING THE LOCATION OF
EXISTING UNDERGROUND UTILITIES ON OR NEAR THE
PROPERTY SHOWN HEREON.



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
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Signed this 19 day of August, 2024.

GRANTOR:

By: Robert Monserrate

Printed Name: Robert Monserrate

Owner(s) of Property Located at: 10965 Clark St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

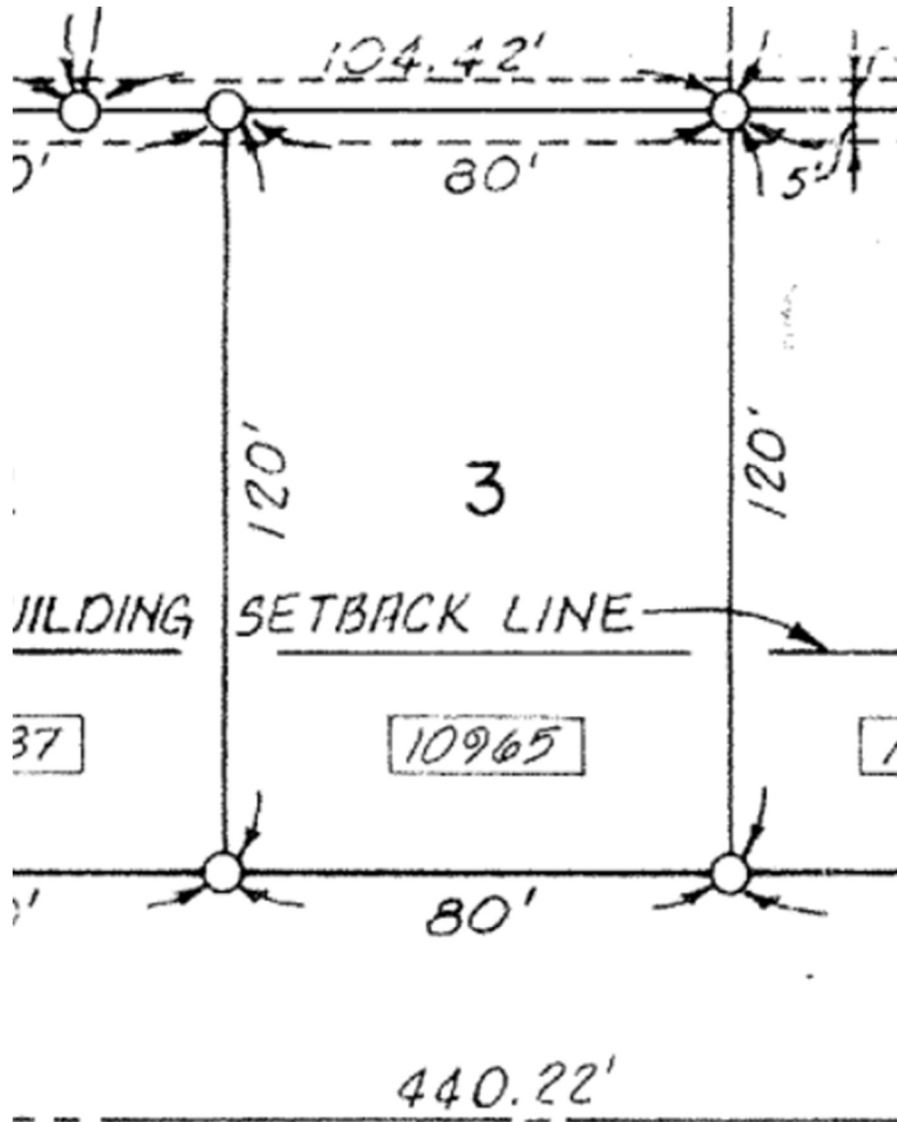
Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LT 3 KARP PLAZA PLAT 1

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 19 day of August, 2024.

GRANTOR:

By: Kathy Bertsch

Printed Name: Kathy Bertsch

Owner(s) of Property Located at: 10469 Elmcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

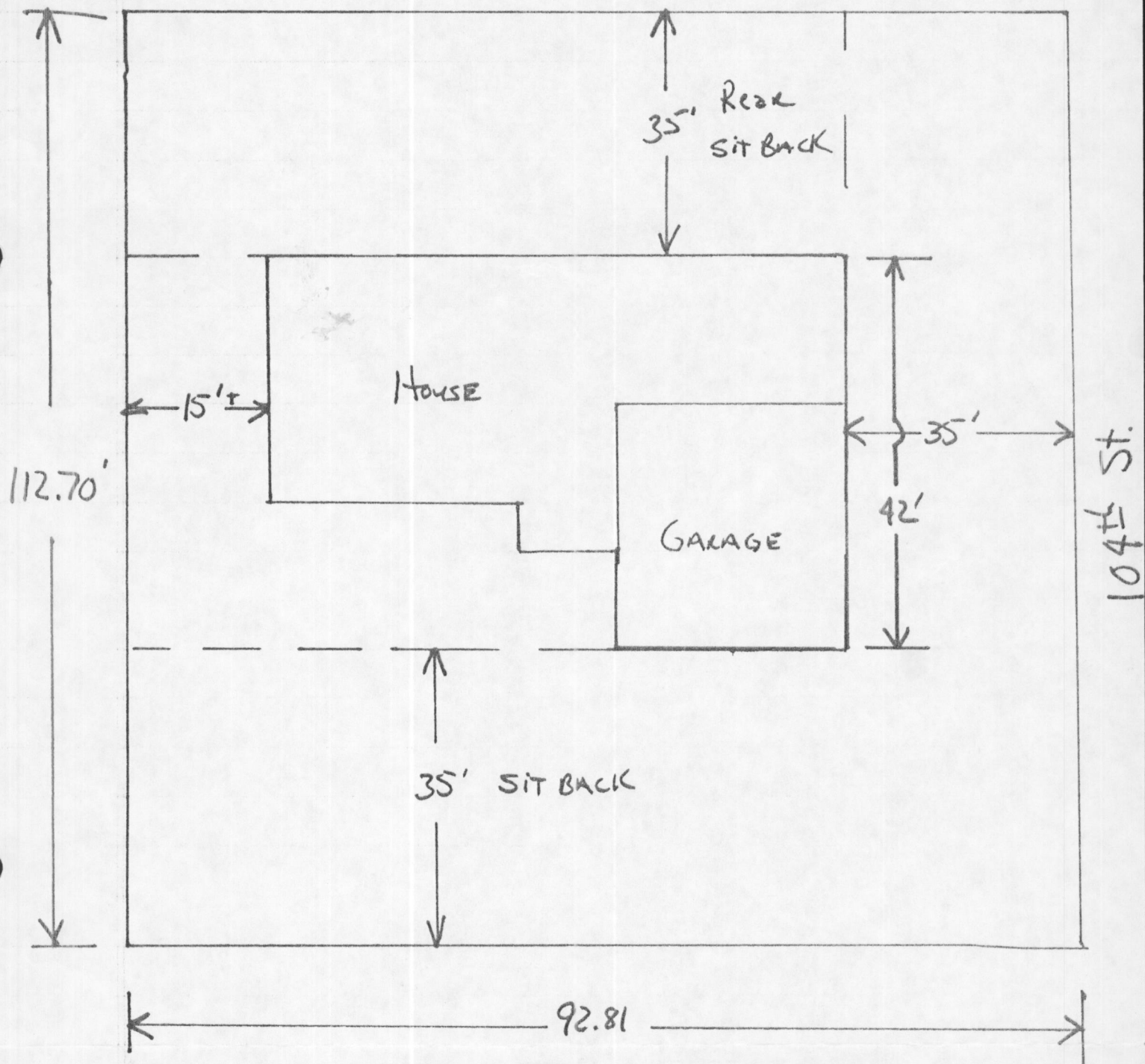
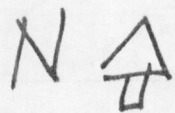
EXHIBIT A – LEGAL DESCRIPTION

LOT 4 RIO VALLEY ESTATES PLAT 6

EXHIBIT B – LEGAL DESCRIPTION

DENNIS & Suei Cumpston
Lot #4 - Rio Valley Estates - Plat #6
Building Address #10469 Elmcrest

PLOT PLAN



Elmcrest

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City of Clive
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Attention: City Clerk

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Signed this 20 day of August, 2024

GRANTOR:

By: Sanjaya Amaratunga

Printed Name: Sanjaya Amaratunga

Owner(s) of Property Located at: 16437 Oakbrook Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

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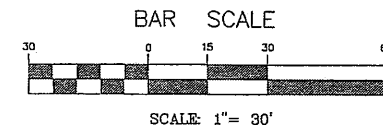
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT TWO LOT 14

HOUSE SITE PLAN

LOT 14, BERKSHIRE PLAT 2



SHEET NUMBER:
1 OF 1

**City of Clive 2024 Soil Quality Restoration Program
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Signed this 30th day of August, 2024.

GRANTOR:

By: Merle Boeve

Printed Name: Merle Boeve

Owner(s) of Property Located at: 2154 NW 136th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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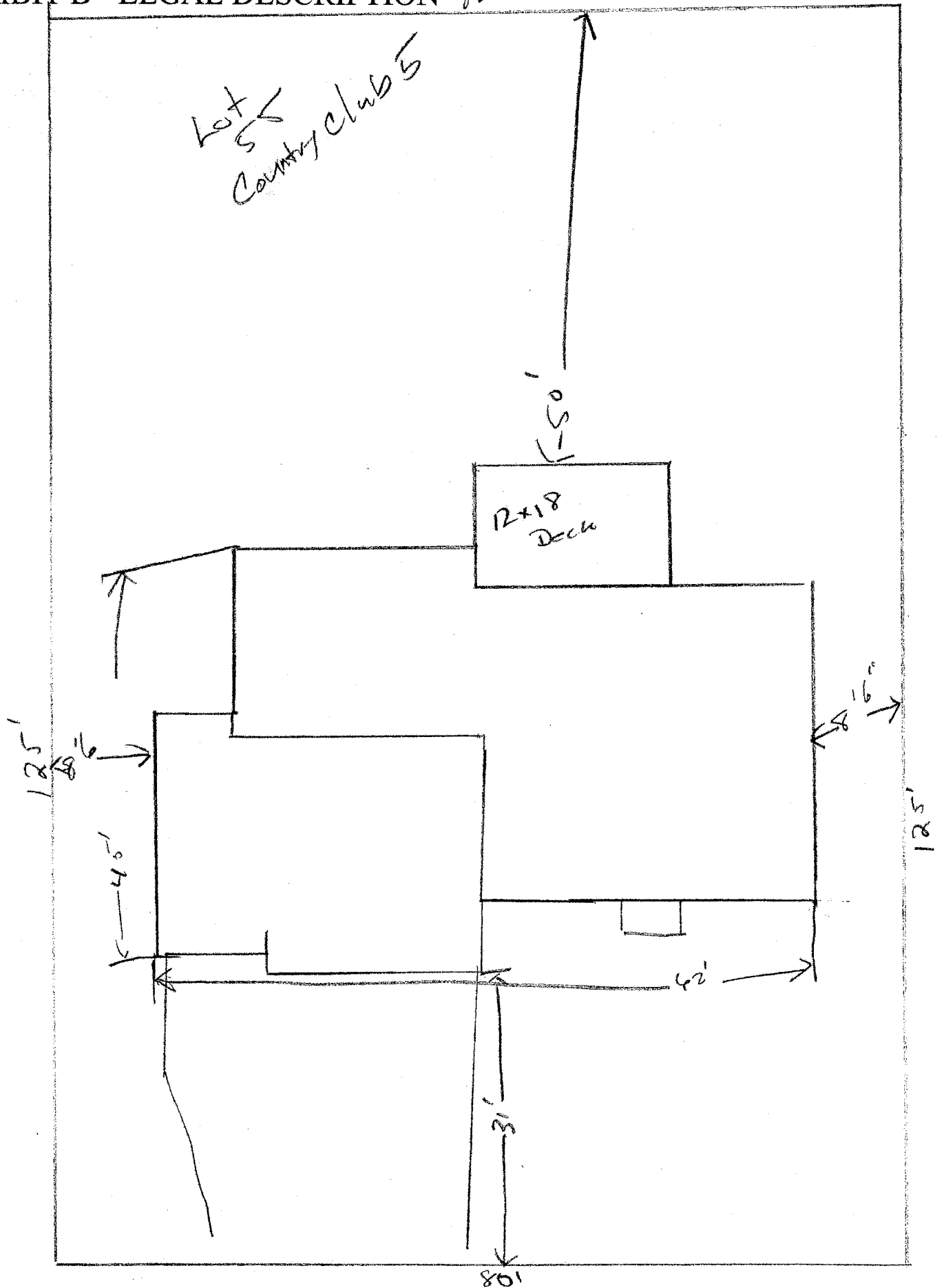
Signed this _____ day of _____, 20____.

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City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 55 COUNTRY CLUB PLAT 5

EXHIBIT B - LEGAL DESCRIPTION 80'



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- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
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- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 20 day of Aug, 2024.

GRANTOR:

By: Donald Olson

Printed Name: Donald Olson

Owner(s) of Property Located at: 10521 Clark St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 8 RIO VALLEY ESTATES PLAT 4

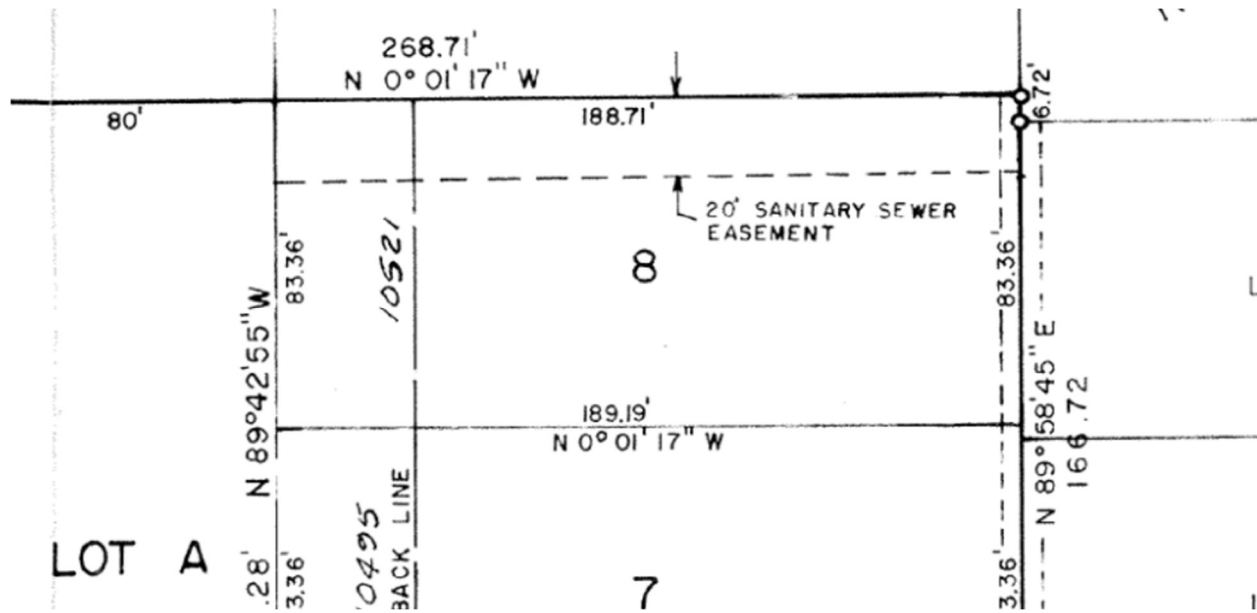


EXHIBIT B – LEGAL DESCRIPTION

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

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

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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this ____ day of 8/12/2024, 20__.

GRANTOR:

By:

DocuSigned by:

Taylor Kraayenbrink

EFA7C16432C84A3...

Printed Name: Taylor Kraayenbrink

Owner(s) of Property Located at: 3705 NW 167th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20__.

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

EXHIBIT A – LEGAL DESCRIPTION

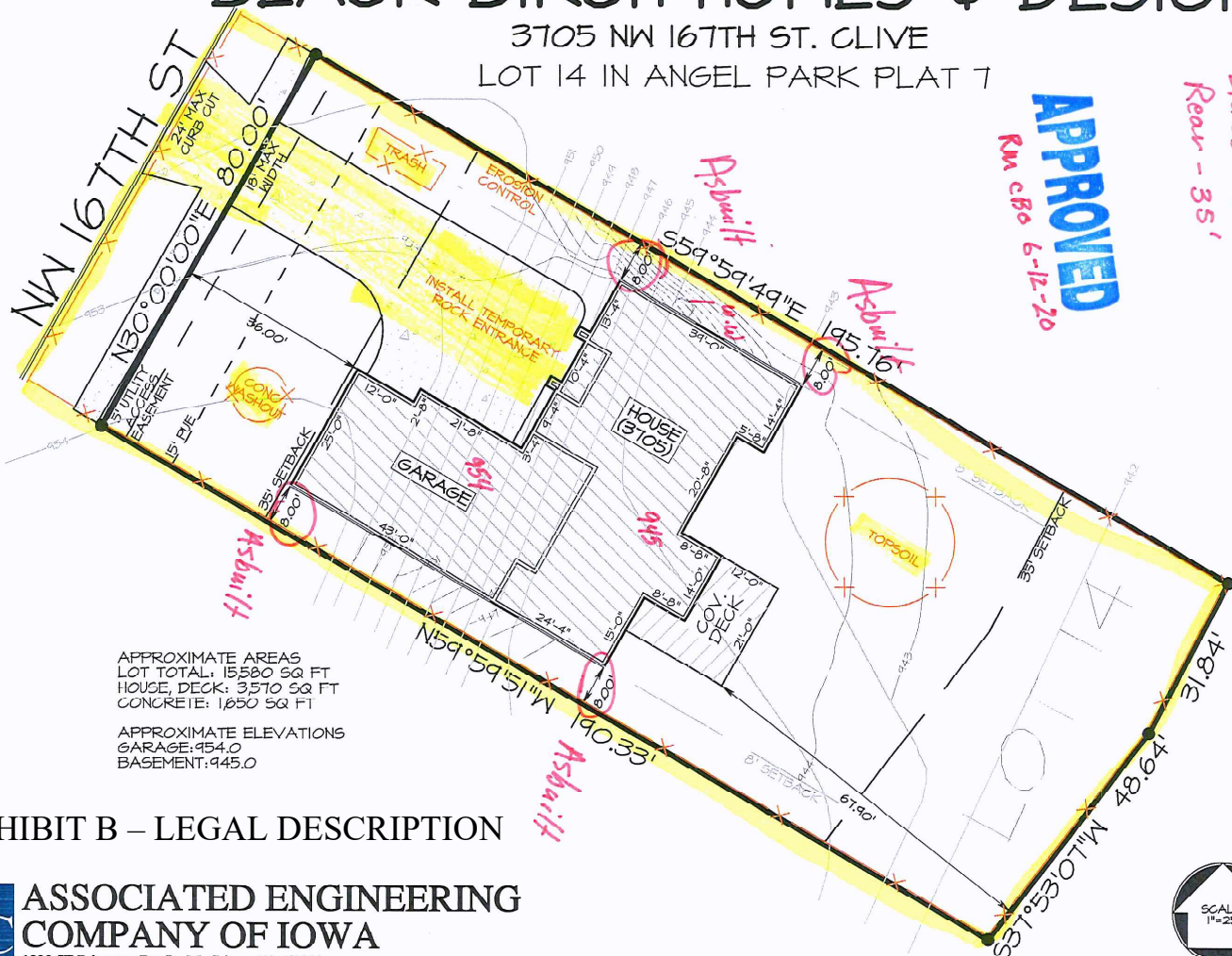
ANGEL PARK PLAT 7 LOT 14

BLACK BIRCH HOMES & DESIGN

3705 NW 167TH ST. CLIVE
LOT 14 IN ANGEL PARK PLAT 7

APPROVED
Rm CBo 6-12-20

Front - 35'
Sides - 8'
Rear - 35'



APPROXIMATE AREAS
LOT TOTAL: 15580 SQ FT
HOUSE, DECK: 3570 SQ FT
CONCRETE: 1050 SQ FT

APPROXIMATE ELEVATIONS
GARAGE: 954.0
BASEMENT: 945.0

EXHIBIT B – LEGAL DESCRIPTION



**ASSOCIATED ENGINEERING
COMPANY OF IOWA**

1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157



DATE 5/18/2020

Printed: Mon May 18, 2020 6:42:59PM

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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

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If to the City:

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

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Signed this 21 day of Aug, 2024.

GRANTOR:

By: Chris Murphy

Printed Name: Chris Murphy

Owner(s) of Property Located at: 10975 Rosewood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

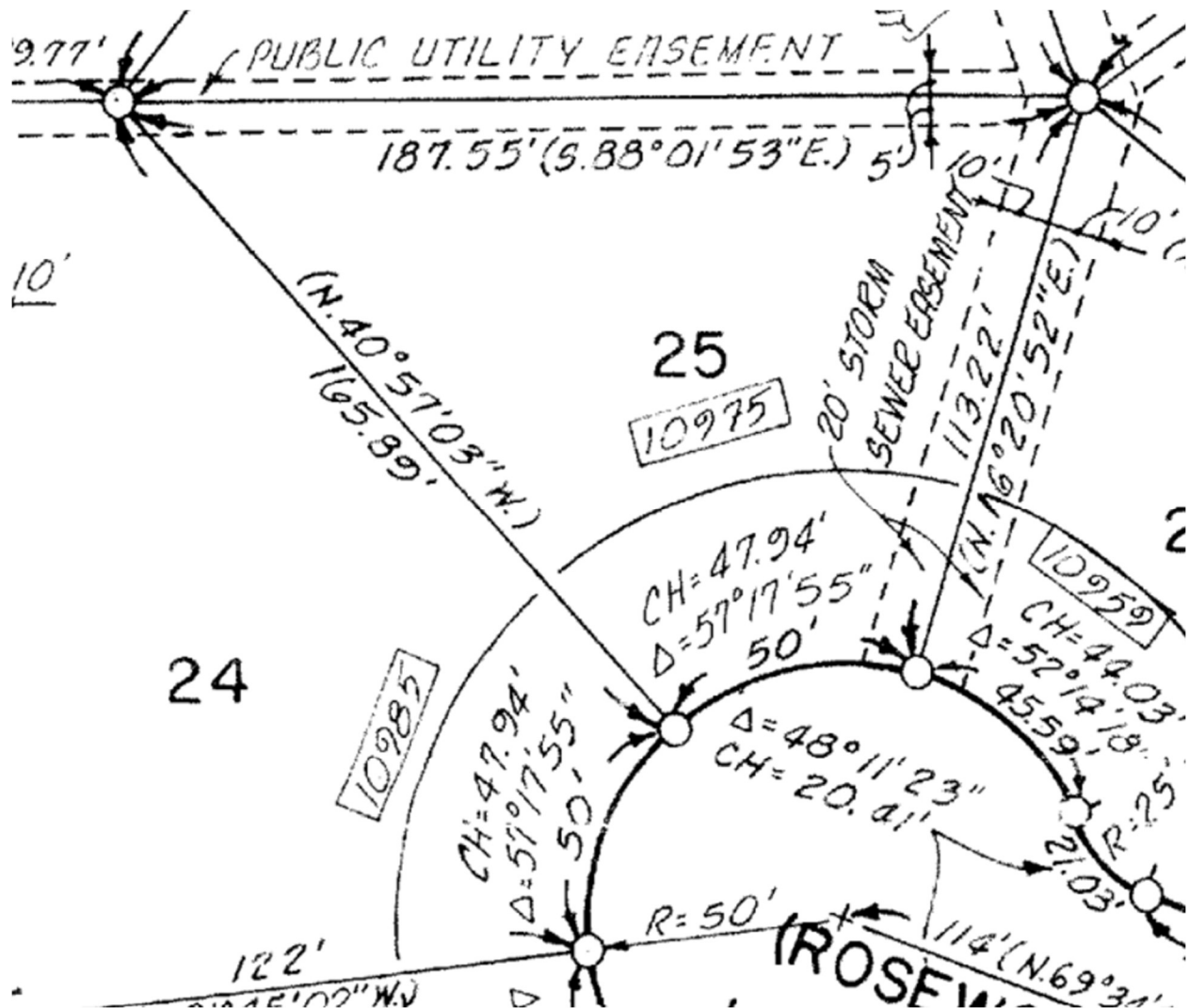
Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LT 25 KARP PLAZA PLAT 1

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
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- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 21 day of August, 2024.

GRANTOR:

By: Matt Meyer

Printed Name: Matt Meyer

Owner(s) of Property Located at: 2094 NW 135th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

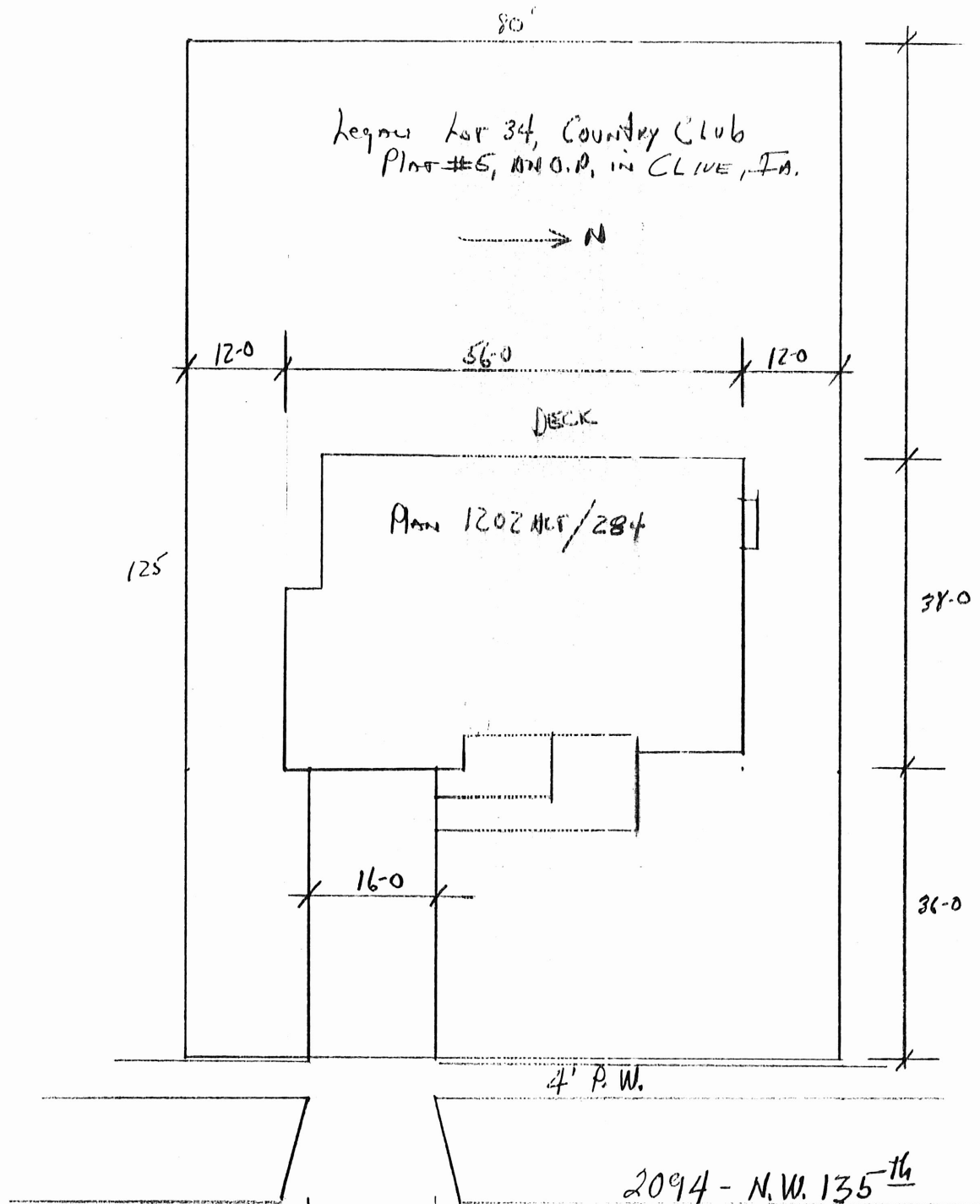
Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 34 COUNTRY CLUB PLAT 5

EXHIBIT B – LEGAL DESCRIPTION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

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- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
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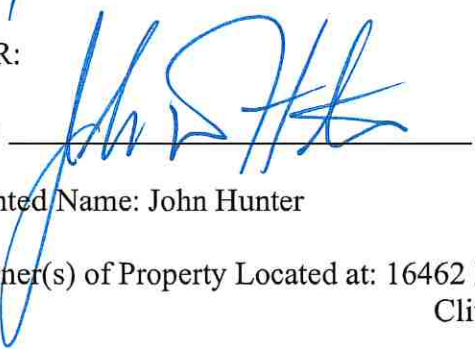
If to the City:

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

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Signed this 21st day of August, 2024.

GRANTOR:

By: 

Printed Name: John Hunter

Owner(s) of Property Located at: 16462 Maple St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

BERKSHIRE NORTH PLAT 3 LOT 13

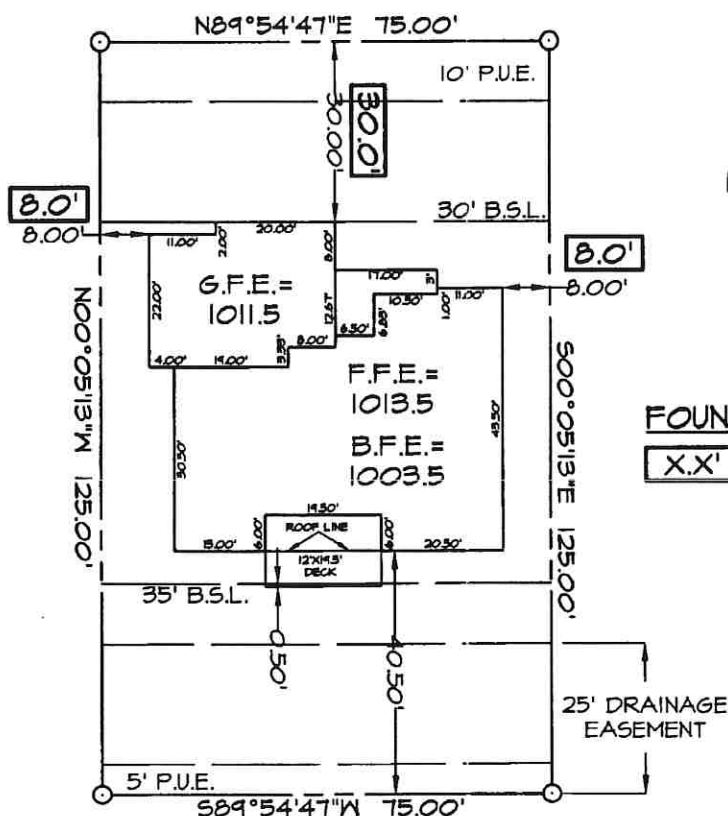
16462 MAPLE STREET CLIVE, IOWA

MAPLE STREET



PSheet 2

4-30-17



FOUNDATION ASBUILT

X.X' DISTANCE TO FOUNDATION
FORMS ON 04-27-12

SETBACKS:
FRONT YARD = 30'
REAR YARD = 35'
SIDE YARD = 8'



SCALE: 1"=30'



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com
S5398 4-30-2012

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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

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Signed this 22 day of August, 2024.

GRANTOR:

By:

Printed Name: Brent Carlson

Owner(s) of Property Located at: 4075 NW 172nd Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK LOT 12

Signed this 20 day of August, 2024.

GRANTOR:

By:

Printed Name: Curtis and Wendy Mann

Owner(s) of Property Located at: 12911 Clark St
Clive, Iowa 50325

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) SS
COUNTY OF POLK)

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Signed this _____ day of _____, 20____.

Matthew D. Graham
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GRANTOR:

By:

Printed Name: Curtis and Wendy Mann

Owner(s) of Property Located at: 12911 Clark St
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**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
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- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 22 day of August, 2024.

GRANTOR:

By:

Signed by:

William Daniel

E2B458AAE08D445...

Printed Name: Billy Daniel

Owner(s) of Property Located at: 13900 Hawthorn Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 91 COUNTRY CLUB PLAT 7

EXHII

ION



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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

Signed this 21 day of August, 2024 .

GRANTOR:

By: Apiram Raengpradub

Printed Name: Apiram Raengpradub

Owner(s) of Property Located at: 2109 NW 90th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LT 11 SUMMIT HEIGHTS PLAT NO 2

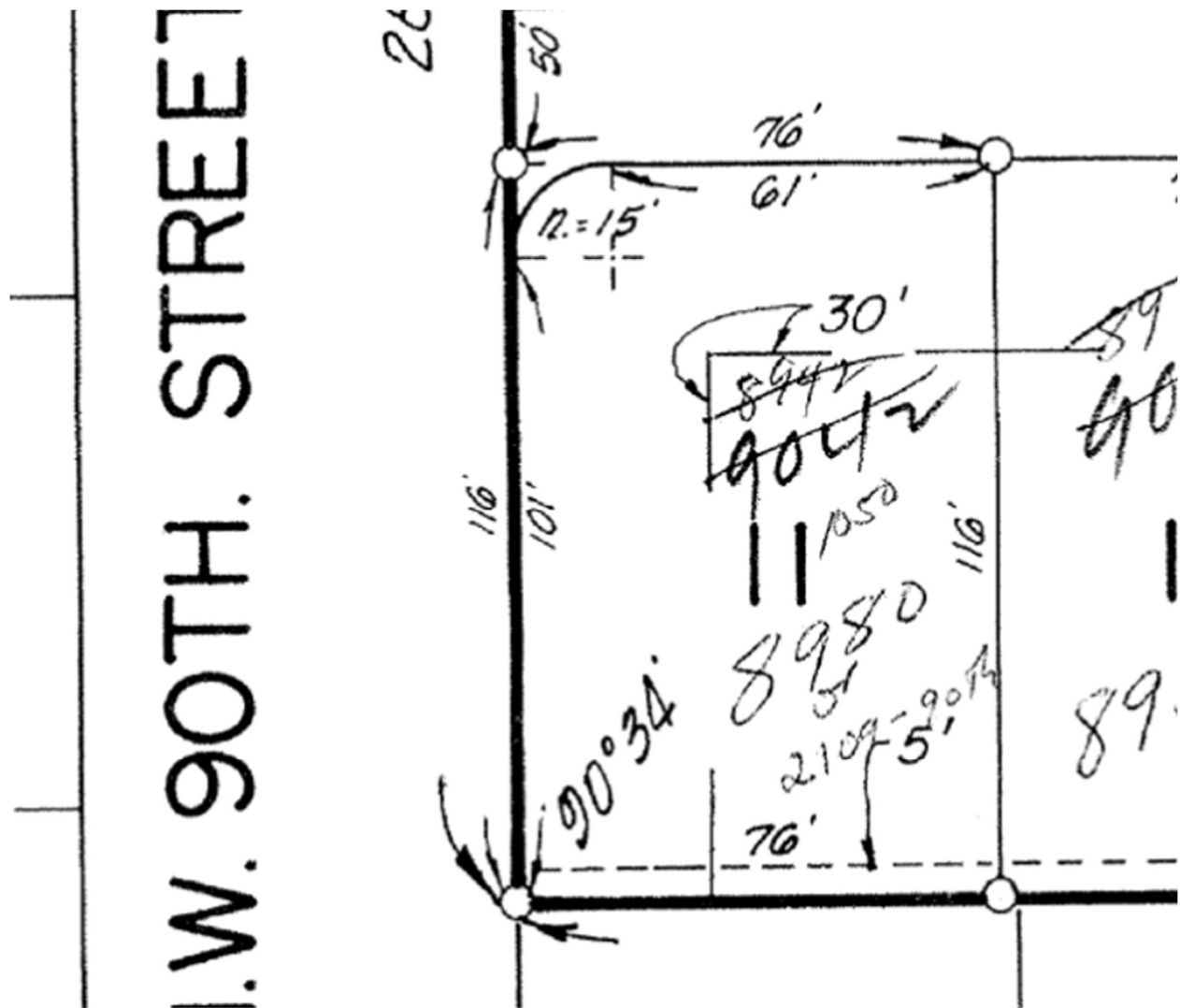


EXHIBIT B – LEGAL DESCRIPTION

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 12 day of August, 2024.

GRANTOR:

By: Kyle Glaser

Printed Name: Kyle Glaser

Owner(s) of Property Located at: 2195 NW 81st St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 17 SUNRISE PARK PLAT NO 2

Lot 17 Sunrise Park #2

TOWN OF COLE

RECORDING DIVISION

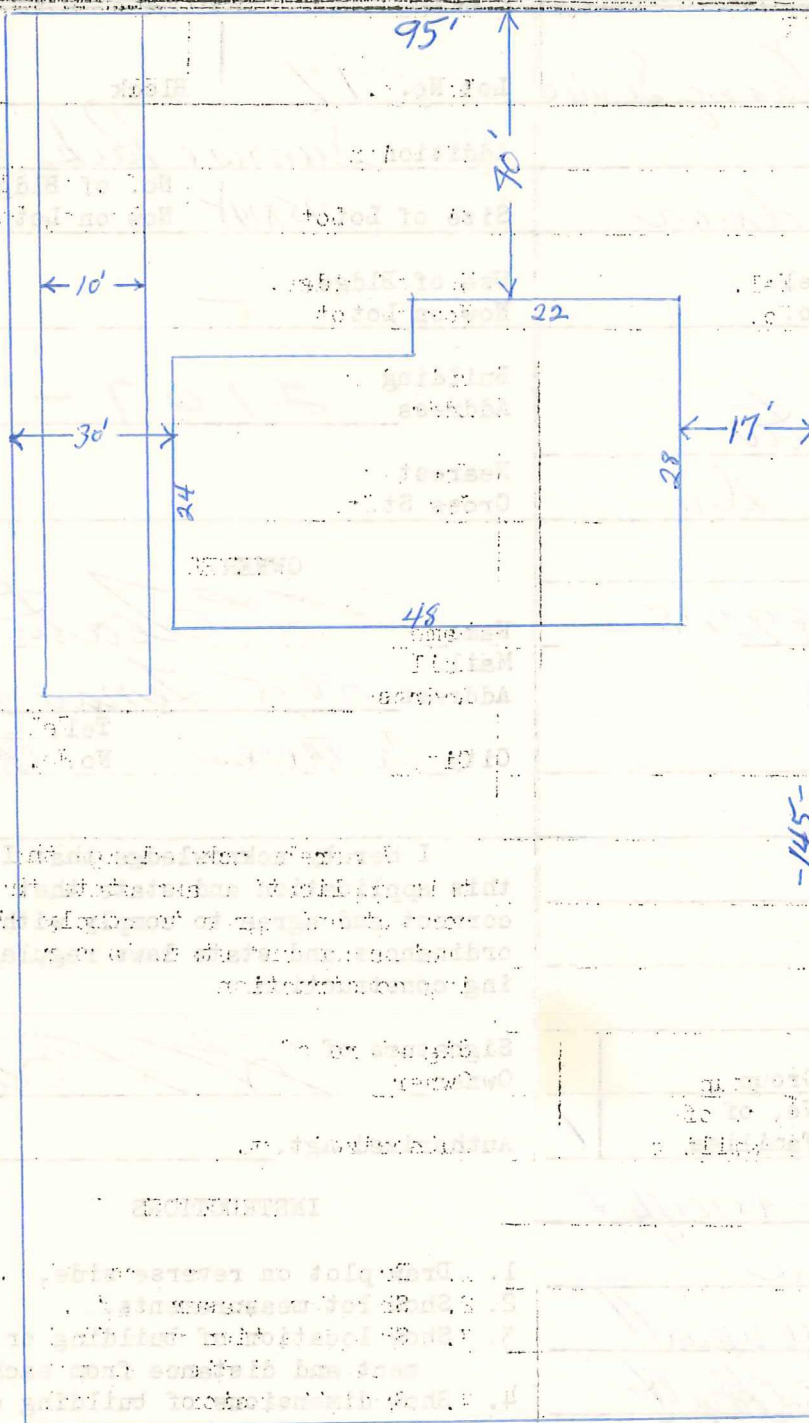


EXHIBIT B – LEGAL DESCRIPTION

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as EXHIBIT B. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
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- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

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

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- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
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C. General Terms:

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

If to the Grantor(s): Landowner Name and Address as noted on signature block.

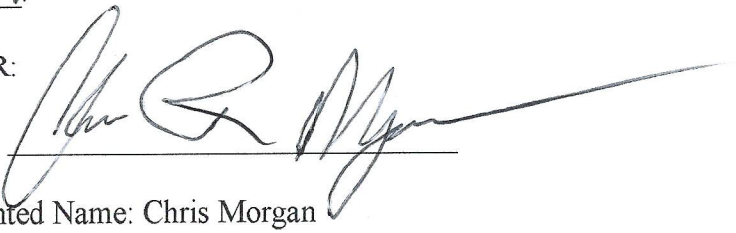
If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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Signed this 22 day of August, 20 24.

GRANTOR:

By: 

Printed Name: Chris Morgan

Owner(s) of Property Located at: 4267 NW 164th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 1 LOT 33

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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

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

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

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

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

B. Duties of the City:

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

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

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- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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

Signed this 22 day of August, 2024.

GRANTOR:

By: 

Printed Name: Brad Palmgren

Owner(s) of Property Located at: 2744 NW 153rd St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

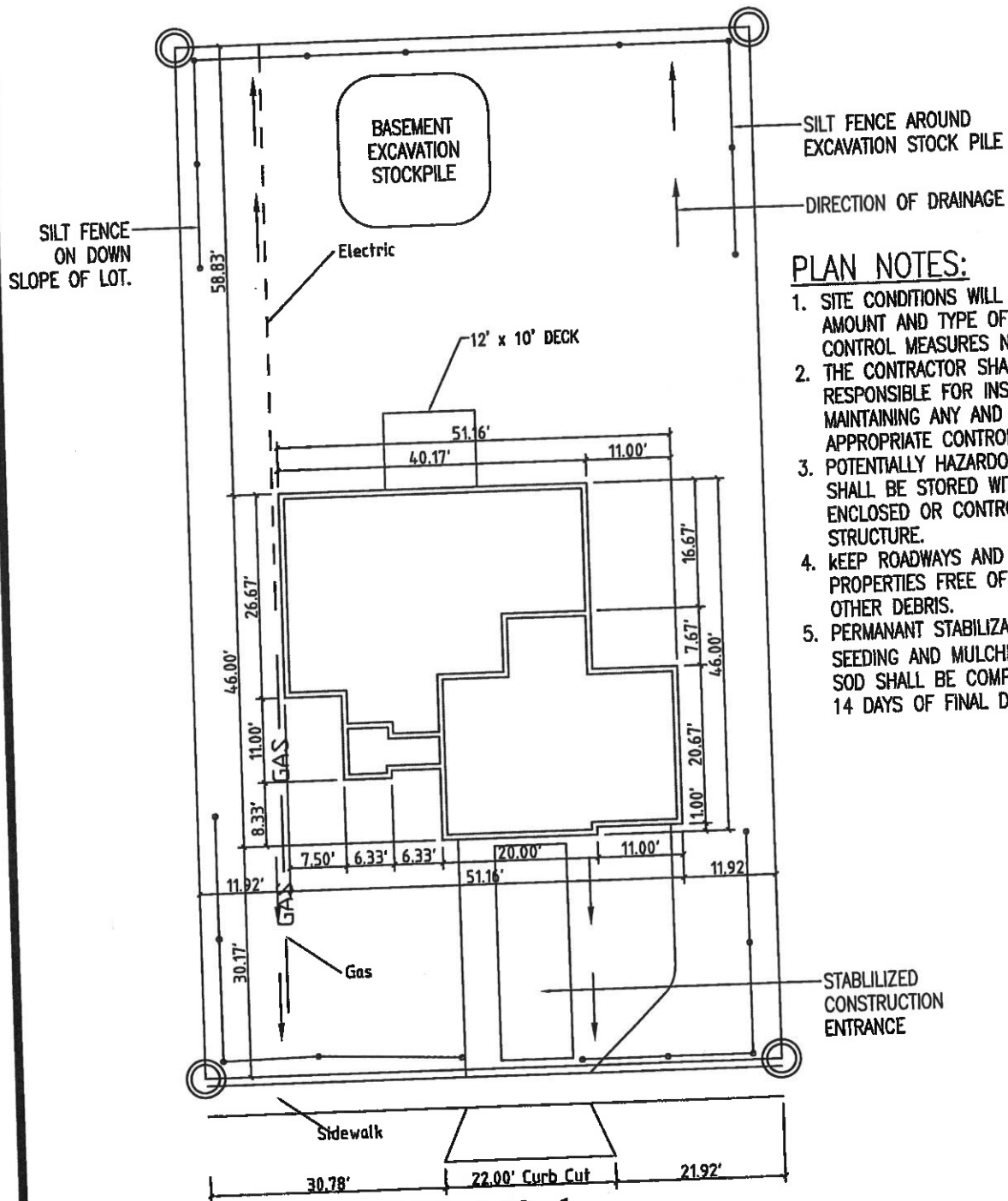
Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

STONEGATE PLAT 2 LOT 16

EXHIBIT B – LEGAL DESCRIPTION



PLAN NOTES:

1. SITE CONDITIONS WILL DICTATE THE AMOUNT AND TYPE OF EROSION CONTROL MEASURES NECESSARY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ANY AND ALL APPROPRIATE CONTROL MEASURES.
3. POTENTIALLY HAZARDOUS MATERIALS SHALL BE STORED WITH AN ENCLOSED OR CONTROLLED STRUCTURE.
4. KEEP ROADWAYS AND ADJACENT PROPERTIES FREE OF SILT AND OTHER DEBRIS.
5. PERMANENT STABILIZATION BY SEEDING AND MULCHING AND/OR SOD SHALL BE COMPLETED WITHIN 14 DAYS OF FINAL DISTURBANCE.

NW 153rd

Sunflower Development, Inc. - 8657 Douglas Ave, #304 - Urbandale, IA 50322

REF:	
PROJECT NO:	
DATE:	
CAD DWG FILE:	2744 NW 153RD EROSION CONTROL PLAN.DWG
DRAWN BY:	DMS
CHK'D BY:	

SHEET TITLE

Site Plan & Erosion Control

PROJECT

2744 NW 153rd Street - Clive

DRAWING

1

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 23rd day of August, 2024.

GRANTOR:

By: Michael Meier

Printed Name: Michael & ^{Angela} Angela Meier *mm*

Owner(s) of Property Located at: 12385 Lincoln Ave
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LT 52 WELLINGTON RIDGE PLAT 3

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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

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Signed this 23 day of Aug, 2024

GRANTOR:

By: 

Printed Name: Steven Beckert

Owner(s) of Property Located at: 12325 Lincoln Ave
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

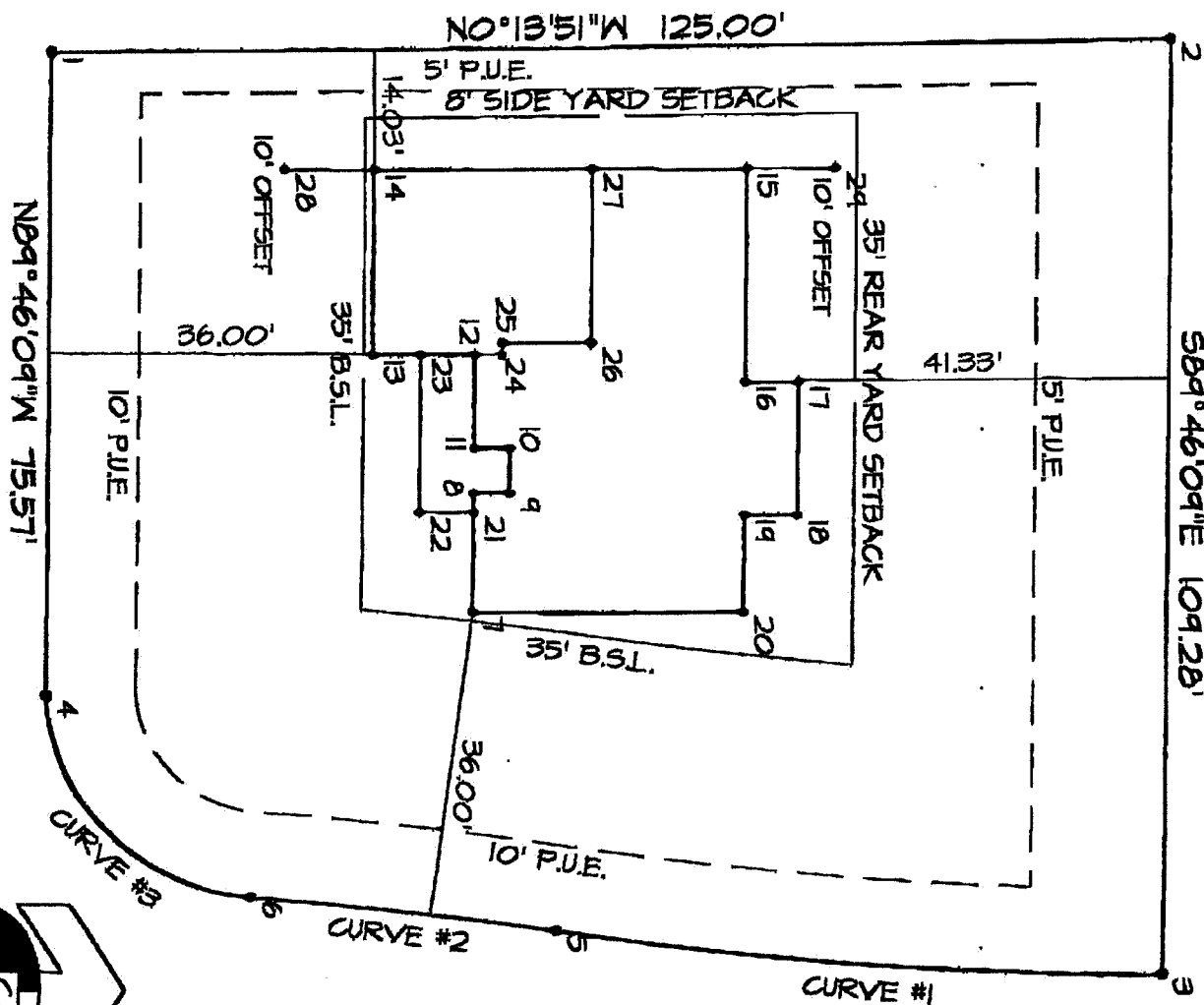
EXHIBIT A – LEGAL DESCRIPTION

LT 50 WELLINGTON RIDGE PLAT 3

EXHIBIT B – LEGAL DESCRIPTION

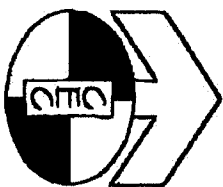
REVENUE BUILDERS

LOT 50 - WELLINGTON RIDGE PLAT 3
12325 LINCOLN AVENUE - CLIVE, IA



CURVE #1	CURVE #2
$\Delta=08^{\circ}10'23''$	$\Delta=03^{\circ}42'40''$
$R=470.00'$	$R=530.00'$
$T=34.13'$	$T=17.17'$
$L=60.14'$	$L=34.33'$
$LC=60.08'$	$LC=34.32'$
$CD=5\ 04^{\circ}23'02''\ W$	$CD=5\ 06^{\circ}40'54''\ W$

CURVE #3
Δ=85°24'17"
R=25.00'
T=22.17'
L=36.28'
LC=33.18'
CD=5' 46°21'36" W



SCALE: 1"=20'
MARCH 19, 1996

CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET #12, DES MOINES, IOWA 50322



August 13, 2024

Steven Beckert
12325 Lincoln Ave
Clive, IA 50325
Email address: s.w.beckert@gmail.com
Mobile number:

SQR OFFER #24-014

City of Clive Soil Quality Restoration for Address:

LT 50 WELLINGTON RIDGE PLAT 3

Total Area Treated, sq. ft.	Total Cost	City Share	Property Owner Share
11920.103797600001	\$1668.8145	\$834.4073	\$834.4073

[Click here to pay.](#) (You will need to round to the nearest penny.)

Deadline: end of day Tues., Aug 27, 2024

Questions? Need more information before proceeding?
Join our webinar with the contractor on

Wed., Aug. 14, 2024
At 5:30 p.m. with this link:
<https://us06web.zoom.us/j/84269055790>

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
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- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

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

B. Duties of the City:

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

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C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
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- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 26 day of August, 2024.

GRANTOR:

By: Jill Callahan Knoff

Printed Name: Jill Callahan Knoff
Kim Knoff

Owner(s) of Property Located at: 1733 NW 122nd Ct
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

LT 27 WELLINGTON RIDGE PLAT 3

LOT 27 - WELLINGTON RIDGE PLAT 3
1733 NW. 122ND COURT

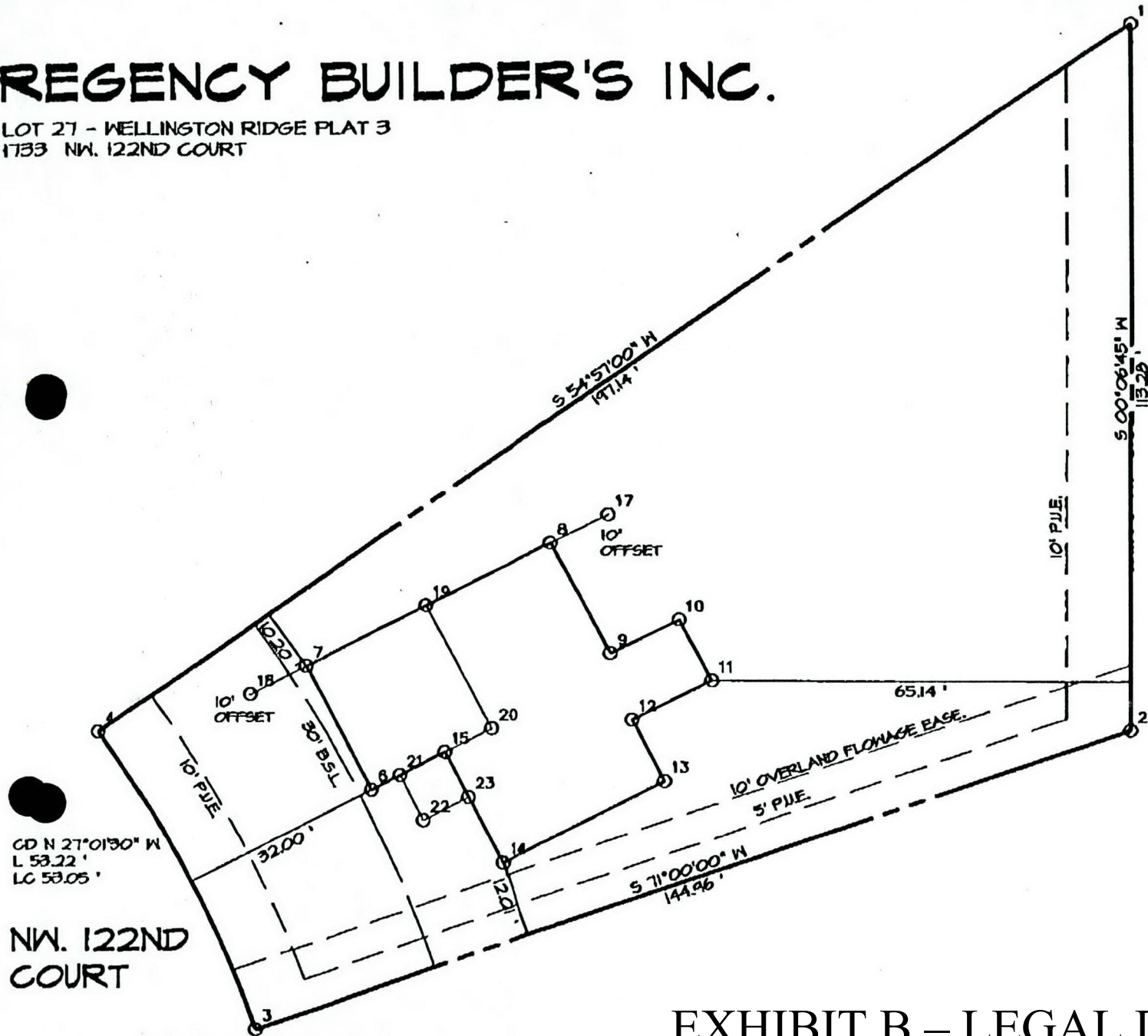


EXHIBIT B – LEGAL DESCRIPTION



CIVIL ENGINEERING CONSULTANTS, INC.
2400 06TH STREET #12, DES MOINES, IOWA 50322

MAY 26, 1995

SCALE: 1" = 20'

L-4787

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

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

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

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

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

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 26 day of Aug, 20 21

GRANTOR:

By Don Wentz

Printed Name: Don Wentz

Owner(s) of Property Located at: 14942 Rosewood Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20____.

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

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WEST PLAT 8 LOT 37

EXHIBIT B – LEGAL DESCRIPTION

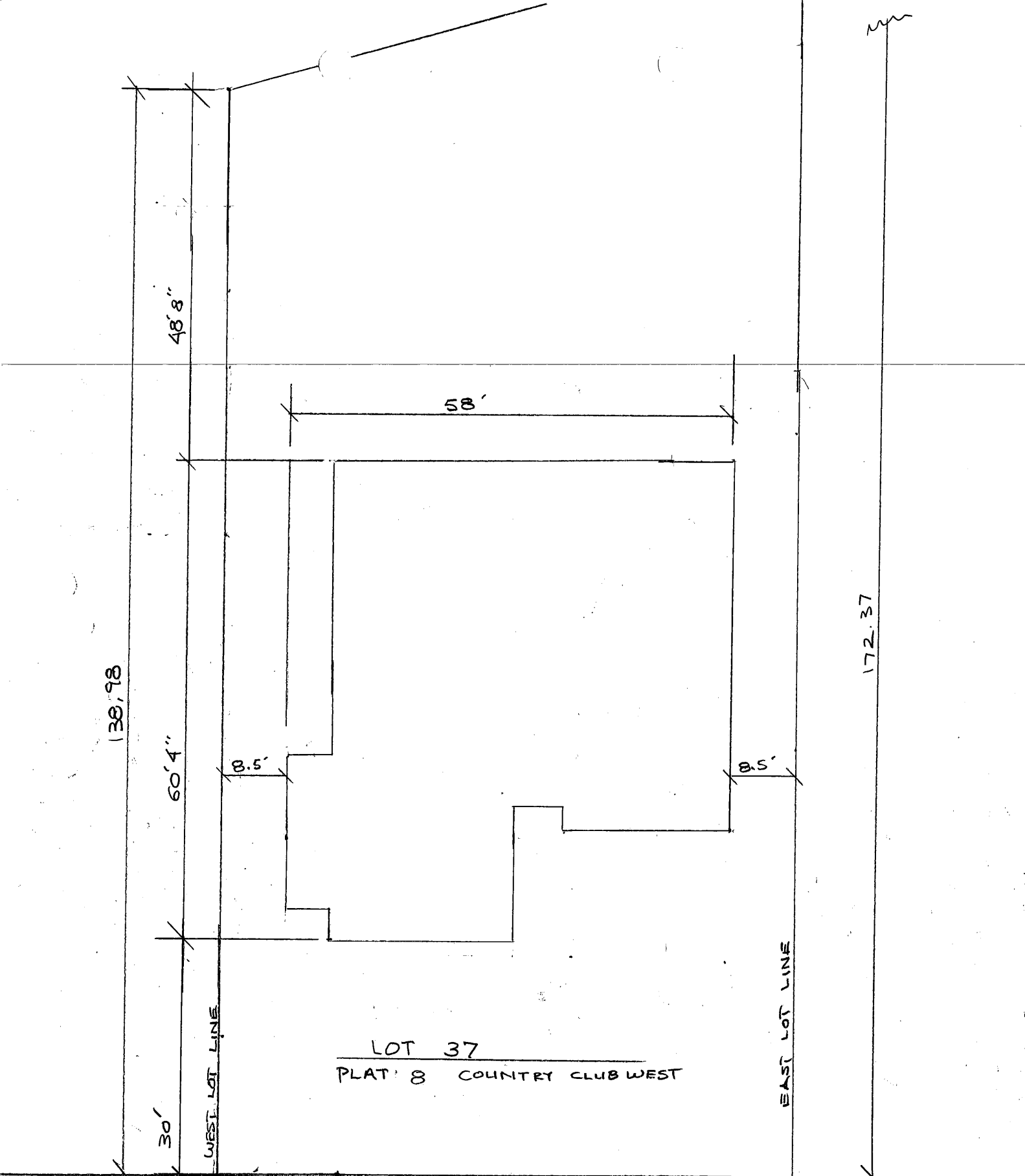


EXHIBIT B – LEGAL DESCRIPTION

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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

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

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

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

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

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C. General Terms:

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City of Clive
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Attention: City Clerk

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Signed this 19 day of August, 2024.

GRANTOR:

By: Timothy Lowe

Printed Name: Tim Lowe

Owner(s) of Property Located at: 13560 Lakeview Dr - front only

Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 93 COUNTRY CLUB PLAT 5



EXHIBIT B – LEGAL DESCRIPTION

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
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- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 24th day of Aug., 2024.

GRANTOR:

By: Colleen McDermott

Printed Name: Colleen McDermott

Owner(s) of Property Located at: 10577 Sunset Ter
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

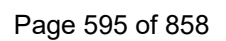
Signed this _____ day of _____, 20____.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LT 32 WALNUT RIDGE CREEK

... BY ESTATE



**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

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- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
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If to the Grantor(s): Landowner Name and Address as noted on signature block.

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City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

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Signed this 26 day of August, 20 24.

GRANTOR:

By: Tami Kelly

Printed Name: Tami Kelly

Owner(s) of Property Located at: 16874 Airline Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20____.

Matthew D. Graham
City Clerk of City of Clive, Iowa

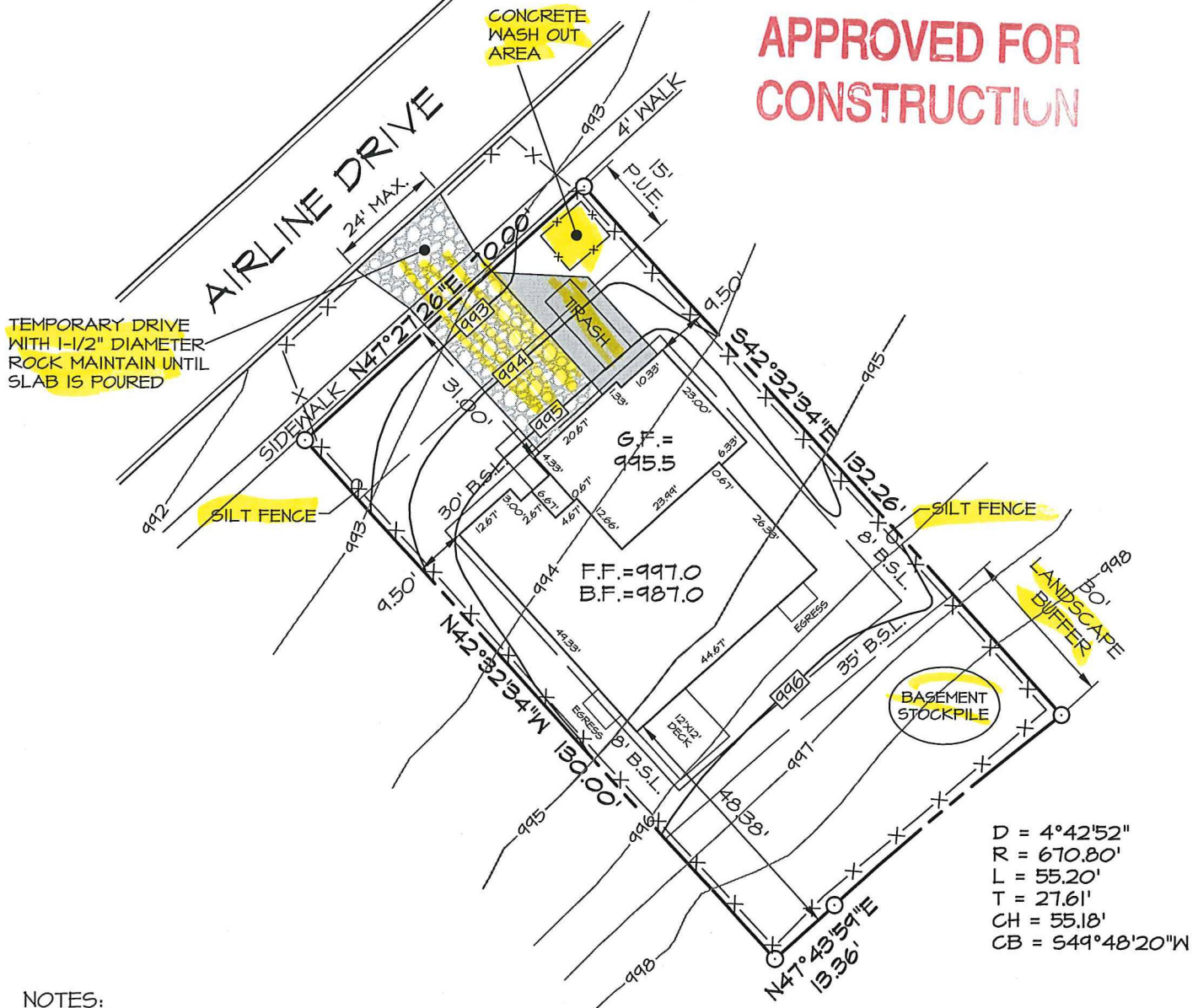
EXHIBIT A – LEGAL DESCRIPTION

VERONA HILLS SOUTH PLAT 3 LOT 17

LOT 17 - VERONA HILLS SOUTH PLAT 3
16874 AIRLINE DRIVE, CLIVE, IOWA

EXHIBIT B ∇ LEGAL DESCRIPTION

APPROVED FOR
CONSTRUCTION



NOTES:

1. NO GRADING SHALL OCCUR OUTSIDE OF PROPERTY LINES.
2. SOD ENTIRE LOT.

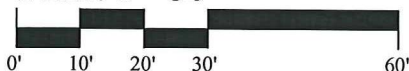
SETBACKS:

30' - FRONT YARD
35' - REAR YARD
8' MIN. SIDE (?? TOTAL)

TOTAL LOT SQUARE FOOTAGE	9,141
HOUSE, GARAGE, DECK, SQUARE FOOTAGE	2,495
DRIVEWAY, SERVICE WALK(S), PATIO	1,161



Scale: 1"=30'



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

S-5973 3-02-2015 Page 601 of 858

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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If to the City:

City of Clive
1900 N.W. 114th Street
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Attention: City Clerk

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Signed this 26 day of August, 20 24.

GRANTOR:

By: Tom Ransom

Printed Name: Tom Ransom

Owner(s) of Property Located at: 14840 Woodcrest Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

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) SS
COUNTY OF POLK)

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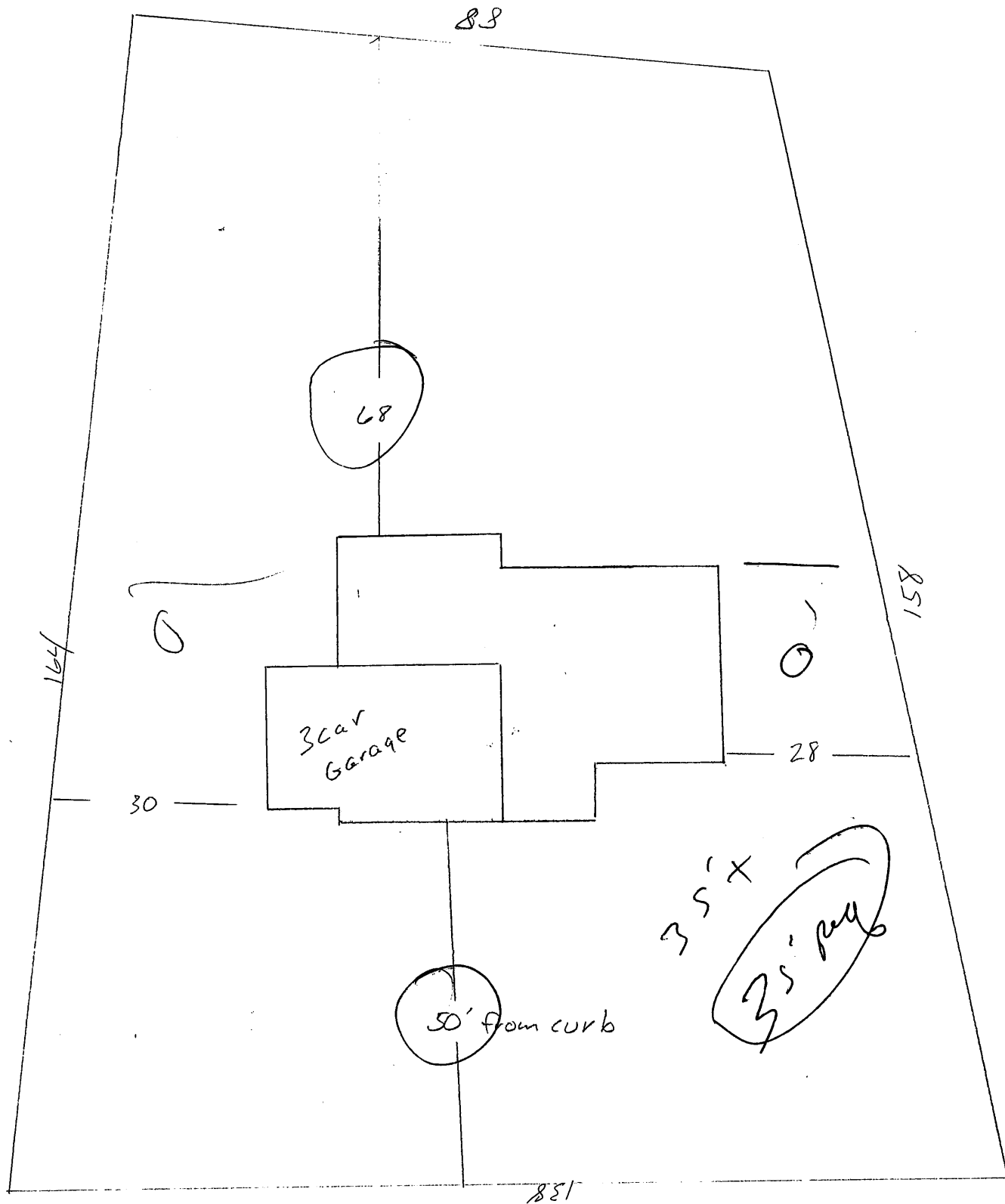
Signed this ____ day of _____, 20 ____.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

COUNTRY CLUB WOODS LOT 45

EXHIBIT B – LEGAL DESCRIPTION



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Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 25th day of August, 2024.

GRANTOR:

By: Grant Taylor

Printed Name: Grant Taylor

Owner(s) of Property Located at: 4455 NW 165th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 5 LOT 5

Page 613 of 858

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 27 day of August, 2024.

GRANTOR:

By: Casey Claypool

Printed Name: Casey Claypool

Owner(s) of Property Located at: 13320 Ashleaf Dr
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20____.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 17 THE WOODLANDS PLAT NO 1



Computed by GS Date 9-22-74 Job No. _____ Page No. _____
Subject LOT 17, WOODLANDS
Checked by _____ Date _____ PLAT 1, CLIVE, IA

Sheet No. 1 of 1

[illegible]

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City grant funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
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- 4) Provide reimbursement to the Grantor(s) of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), of the Practice on the Property, and act as the fiscal agent.
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C. General Terms:

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- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

If to the Grantor(s): Landowner Name and Address as noted on signature block.

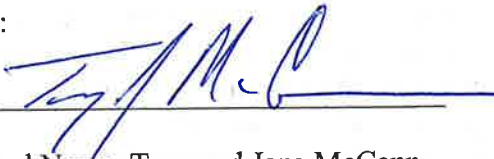
If to the City:

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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Signed this 27 day of August, 2024.

GRANTOR:

By: 

Printed Name: Troy and Jana McCann

Owner(s) of Property Located at: 2113 NW 137th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

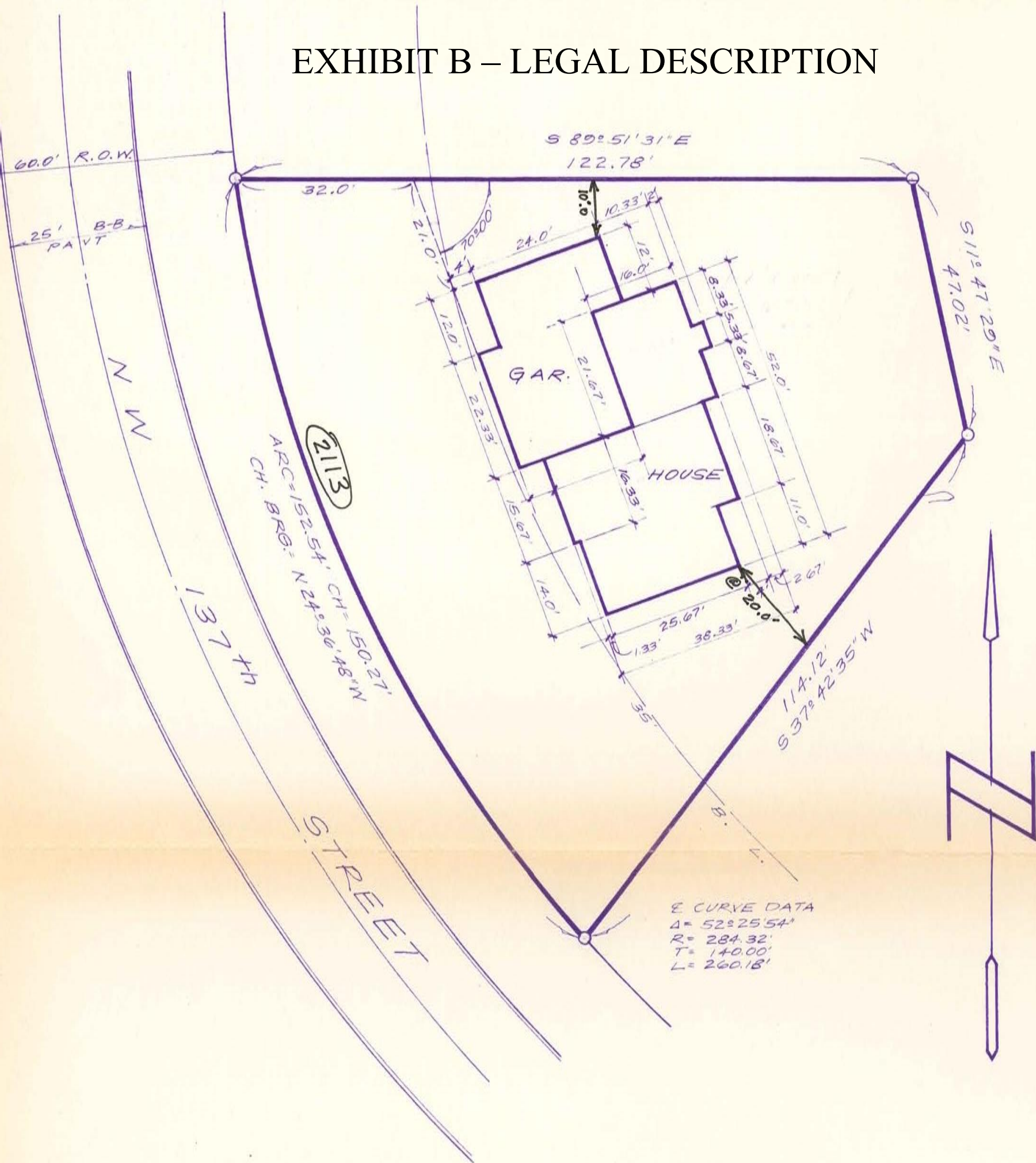
Signed this _____ day of _____, 20____.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 65 COUNTRY CLUB PLAT 5

EXHIBIT B – LEGAL DESCRIPTION



PROPERTY DESCRIPTION - 2113 NW 137th STREET
LOT 65 IN COUNTRY CLUB PLAT 5, AN OFFICIAL PLAT,
CLIVE, POLK COUNTY, IOWA.
SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH
ANY AND ALL EASEMENTS OF RECORD.

FOR: COBBLESTONE DEVELOPMENT
1265 8th ST.
WEST DES MOINES, IOWA 50265

SCALE: 1"=20'

DATE: SEPT 5, 1989

Bishop Engineering Company
3501 104th Street
Des Moines, Iowa

I HEREBY CERTIFY THAT I HAVE SURVEYED FOR AND PREPARED THESE PLANS; THAT SAID
SURVEYS AND PLANS ARE CORRECT TO THE BEST OF MY KNOWLEDGE; AND THAT I AM
DULY REGISTERED CIVIL ENGINEER AND LAND SURVEYOR IN THE STATE OF IOWA

BY: BARRY A. BISHOP P.E. L.S. 2189
DATE: _____
SCALE: _____
FOR: _____

SIGNED: *Barry A. Bishop*



REFERENCE
DRAWING NO.

DRAWING NO.

'89
104

**City of Clive 2024 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2024 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

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WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

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C. General Terms:

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If to the Grantor(s): Landowner Name and Address as noted on signature block.

If to the City:

City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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Signed this 30th day of August, 2024.

GRANTOR:

By: Sam Hawk

Printed Name: Sam Hawk

Owner(s) of Property Located at: 2151 NW 136th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

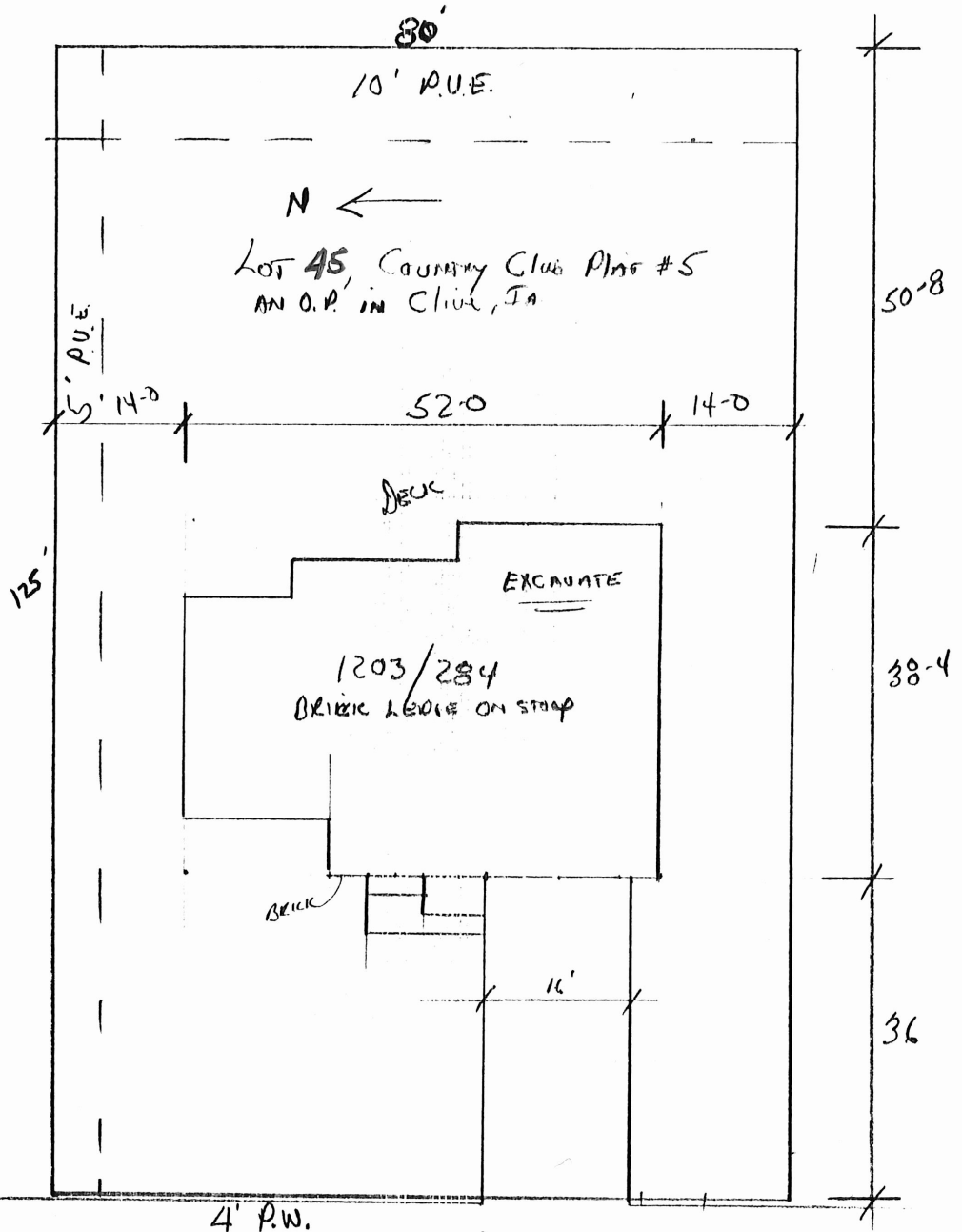
Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 45 COUNTRY CLUB PLAT 5

1 Mile N. of Vet Clinic - West 1st Place N.

EXHIBIT B - LEGAL DESCRIPTION



RESOLUTION NO. _____

RESOLUTION APPROVING 2024 CLIVE SOIL QUALITY RESTORATION PROGRAM
AGREEMENTS

WHEREAS, the plans, specifications, form of contract and estimate of costs for the 2024 Clive Soil Quality Restoration Cost-Share Program (the “Project”) have previously been approved; and

WHEREAS, the Notice to Bidders for the taking of bids for the Project has been published, the bids have been received and opened at a public meeting, and the results of such bids have been considered at a public hearing, and

WHEREAS, the City has accepted the bid of \$91,000 from A Plus Lawn and Landscape for the Project, being the lowest responsible bid received, and

WHEREAS, the property owner or owners, hereinafter referred to as “Grantor” or “Grantors,” who have signed the *City of Clive 2024 Soil Quality Restoration Cost Share Program Right of Entry and Temporary Construction Easement Agreement Between the City of Clive and Undersigned Property Owner* documents attached hereto as **EXHIBIT A**, have indicated their desire to participate in the Project, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the *City of Clive 2024 Soil Quality Restoration Cost Shar Program Right of Entry and Temporary Construction Easement Agreement* in EXHIBIT A are hereby accepted.

That the Mayor is hereby authorized and directed to execute said agreements on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by his City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED THIS _____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

EXHIBIT A – LEGAL DESCRIPTION



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: September 12, 2024

RE: Resolution Approving an Application to the Iowa DOT's Iowa Clean Air Attainment Program (ICAAP)

SYNOPSIS:

The IDOT is reconstructing the I35/80 and US 6 (Hickman Road) Interchange. The improvements include traffic safety improvements that could be funded by the Iowa Department of Transportation's Iowa Clean Air Attainment Program (ICAAP).

Staff proposes making a joint ICAAP grant application with the City of Urbandale in the amount of \$2,500,00.00. If successful, the grant would be split between the City of Clive and the City of Urbandale.

Staff recommends approval of the ICAAP Grant Application for the I35/80 & Hickman Interchange Project, in the amount of \$2,500,000.00.

Please feel free to contact me prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.

Attachments:

1. Resolution - 09-12-24 - I35-80 & Hickman ICAAP Application

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF CLIVE, IOWA, TO MAKE A JOINT APPLICATION WITH THE CITY OF URBAN DALE TO THE IOWA DEPARTMENT OF TRANSPORTATION'S IOWA CLEAN AIR ATTAINMENT PROGRAM (ICAAP) FOR THE PARTIAL FUNDING OF THE INTERSTATE 35 / INTERSTATE 80 / US HIGHWAY 6 INTERCHANGE PROJECT AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY TO MATCHING FUNDS FOR THE CONSTRUCTION OF SAID PROJECT

WHEREAS, the Fixing America's Surface Transportation (FAST) act continued the establish Congestion Mitigation and Air Quality Improvement (CMAQ) program; and

WHEREAS, said program allows for funding to be provided to local jurisdictions for eligible transportation projects or programs that will contribute to meeting attainment of National Ambient Air Quality Standards; and

WHEREAS, the City of Clive has determined that by providing the proposed improvements, including additional capacity on all corridors and replacement of the traffic signals, there will be less traffic delays thereby reducing vehicle emissions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA, THAT:

1. The City Council supports and approves the attached application for Iowa's Clean Air Attainment Program funding.
2. The City Council hereby commits to the City matching monies as required by ICAAP.
3. The City Council hereby commits to accepting and maintaining these improvements.
4. The Mayor is hereby authorized to execute the application on behalf of the City.

PASSED AND APPROVED THIS _____ day of _____, 2024.

John Edwards, Mayor

Attest:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: September 12, 2024

RE: Site Plan Amendment - Edward Jones - 1100 73rd Street

SYNOPSIS:

The applicant, Bishop Engineering on behalf of Fast Properties LLC, has requested approval of a Site Plan Amendment to allow for the construction of a building addition to the existing Edward Jones located at 1100 73rd Street. The proposed 1,496 square foot building addition will be located on the rear of the existing building on what is currently impervious surface. After the addition, the building will be approximately 3,700 square feet. Additional information is included in the attached staff report.

The Planning and Zoning Commission reviewed the request at their meeting on September 5, 2024, and recommended approval of the Site Plan Amendment. All staff comments have been addressed. Staff recommends approval of the Site Plan Amendment.

Please feel free to contact me at (515) 223-6221 or at agrutzmacher@cityofclive.com if you have any question or need additional information prior to the meeting.

Attachments:

1. Staff report and attachments
2. Site Plan Amendment



Memo

TO: Planning and Zoning Commission

FROM: Amanda Grutzmacher

DATE: 9/5/2024

RE: Site Plan Amendment - Edward Jones - 1100 73rd St

SYNOPSIS:

GENERAL INFORMATION

Applicant: Bishop Engineering on behalf of Fast Properties, LLC

Requested Action: Approval of Site Plan Amendment

Location: 1100 73rd Street

Part of Lot 3, West University Plaza Plat 1

LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Property	Office	Commercial - Retail/Services	C-2 / FF / FW
North	Retail	Commercial - Retail/Services	C-2 / FF / FW
East	Multi-tenant retail	N/A - Windsor Heights	N/A
South	Retail	Commercial - Retail/Services	C-2 / FF / FW
West	Multi-tenant retail	Commercial - Retail/Services	C-2 / FF / FW

CASE HISTORY

1981 – Camelot/Corwin Cleaners Site Plan approved

2009 – Edward Jones Site Plan Amendment approved

2020 - Edward Jones Site Plan Amendment approved

BACKGROUND

The building at 1100 73rd St. was constructed in 1981. The current business, Edward Jones, started occupying the building in 2008. Until a building addition was constructed in 2020, the building had essentially stayed the same since its original construction. The existing building is 2,222 square feet. The applicant is requesting approval to construct an approximately 1,496 square feet building addition off the west facade.

ANALYSIS

Building/Elevations

The proposed building addition is located on the west building facade and will not be readily visible from the public right-of-way and 73rd Street. The building addition is located on an existing raised parking area with a retaining wall; structural engineering analysis has been completed to verify suitability of construction in this area. The proposed building materials include a combination of hardie board and batten siding, hardie lap siding, and a mix of metal

and hardie trim. The proposed materials match the existing building materials. The rear facade will also include 6 new windows. Staff recommends approval of the building materials as shown.

Parking/Circulation

The proposed building addition requires removal of 2 existing parking spaces on the raised parking area. To be in compliance with the required number of parking spaces, the site plan amendment proposes to create 4 new parallel parking spaces east of the building near 73rd Street. Site circulation will not be significantly impacted. The drive in front of the building is currently one-way and the addition of parking will not further reduce the drive width.

Landscaping

To support the proposed improvements, 2 ornamental trees along 73rd Street will be removed, as well as one dead tree northwest of the building. To replace the existing trees, 2 overstory, 2 evergreen, and 2 ornamental trees will be planted. Staff recommends approval of using ornamental trees in lieu of overstory trees as the parking lot frontage trees along 73rd Street due to the proximity to overhead power lines.

Utilities

There are no impacts to public utilities with the proposed improvements.

Stormwater Management

The proposed site work does not add or replace a combined 5,000 square feet of impervious surface; therefore no additional stormwater management is required. There will be minor adjustments to existing roof drain outlets to support the building addition.

PUBLIC COMMENT:

Notice was sent to the surrounding property owners within 310-feet of the subject site on August 23, 2024. To date, staff has not received any comments.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan amendment. There are no outstanding staff comments.

ATTACHMENTS:

Description	Type	Upload Date
▣ Site Plan	Cover Memo	8/29/2024
▣ Elevations	Cover Memo	8/29/2024
▣ Notification letter and mailing list	Cover Memo	8/29/2024
▣ Review comment letter	Cover Memo	8/29/2024



August 23, 2024

Re: 1100 73RD ST - Edward Jones building addition

Dear Property Owner:

Bishop Engineering on behalf of Fast Properties LLC has submitted a Site Plan to the City of Clive to construct a building addition on the rear of Edward Jones located at 1100 73rd Street.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., Sep 05, 2024. You may attend this meeting in person in the Council Chambers at 1900 NW 114th Street, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the City's website at http://www.cityofclive.com/connect/boards_and_commissions/

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on Sep 12, 2024, also to be hosted in person at the above address and virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. City Council meeting agendas are available on the City's website at http://www.cityofclive.com/connect/city_council/

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Council's meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

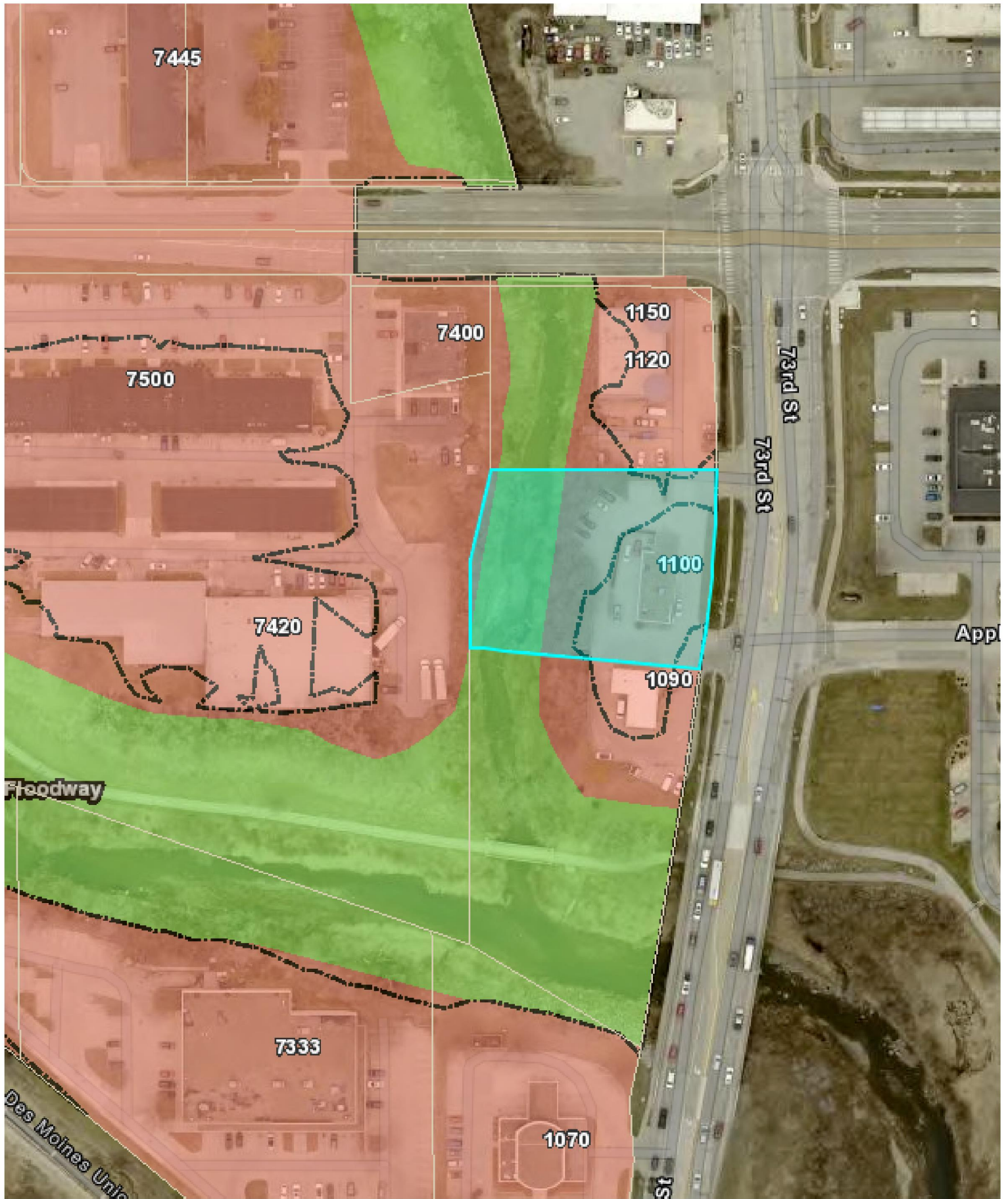
Sincerely,

Amanda Grutzmacher

Amanda Grutzmacher

AGRUTZMACHER@CITYOFCLIVE.COM

LOCATION MAP



CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325-7077

CLURE, JAMES MC
1025 W SHARON RD
SANTA ANA, CA 92706-1535

CITY OF WINDSOR HEIGHTS
1133 66TH ST
WINDSOR HEIGHTS, IA 50324-1703

DUANE L MILLER TRUST
7955 WISTFUL VISTA DR UNIT 50
WEST DES MOINES, IA 50266-8042

CHARLES I COLBY & RUTH COLBY TRUST
6581 UNIVERSITY AVE
WINDSOR HEIGHTS, IA 50324-1728

OPM PARTNERS
2775 86TH ST
URBANDALE, IA 50322-4336

KUM & GO LC
6400 WESTOWN PKWY
WEST DES MOINES, IA 50266-7709

FN & R RENTAL LC
2011 N SHORE DR
CLEAR LAKE, IA 50428-1063

COLBY INTERESTS
6581 UNIVERSITY AVE
WINDSOR HEIGHTS, IA 50324-1728

CHARLES I COLBY AND RUTH COLBY TR
PO BOX 5155
SAN RAMON, CA 94583-5155

LITVAK, ALEKSANDR S
1961 NW 157TH ST
CLIVE, IA 50325-7928

FAST PROPERTIES LLC
1716 NW 131ST ST
CLIVE, IA 50325-8513

WAL-MART PROPERTY TX
DEPARTMENT
PO BOX 8050
BENTONVILLE, AR 72716-0555



August 13, 2024

Rick Baumhover
3501 104th St.
Urbandale, IA 50322

Re: 1100 73RD ST - Edward Jones building addition - Site Plan Amendment

The Community Development Department is in receipt of an application for Site Plan Amendment for the proposed Edward Jones building addition located at 1100 73RD ST. Based on the review of the provided submittal materials, staff have the following comments:

- **Cover Page/General:**

1. Update the "Prepared For" information to reflect the project is within Clive limits. Currently Windsor Heights is listed.
2. Update the zoning information to include FF Floodway Fringe Overlay and FW Floodway Overlay
3. Add the plan preparer information to the cover sheet.
4. The Clive Standard Notes have been updated. Please include the standard notes found in Appendix D of the Development Standards Manual at https://cms9files.revize.com/cliveia/services/community_development/Planning%20Services/Clive%20Development%20Standards%20Manual%20III.pdf
5. Be advised, LOMA 19-07-0307A is a LOMA OAS (Out As Shown). Due to the proximity of the building addition to the floodplain, a new LOMA application submitted to FEMA may be required in order to remove the building from the flood zone and eliminate mandatory insurance requirements. It is the owner's responsibility to provide FEMA the necessary information to acquire a new letter of map amendment. Failure to do so, may affect flood insurance rates for the structure.
6. Please identify the FEMA floodway and flood fringe on all sheets, as applicable, and add the 100-year BFE to the cover page (currently shown on grading plan).
7. Revise the legal description to be complete. The full legal description is available on the warranty deed at Polk County Recorder Book 12756 Page 528.

8. Update the impervious area information to identify the existing building footprint sq. ft., proposed building sq. ft., existing other site impervious sq. ft., and proposed other site impervious sq. ft.
9. Add the anticipated construction schedule to the cover page.
10. Include the total lot area in sq. ft. and acres on the cover page.
11. Please note, the erosion control is not approved as part of the site plan review and approval. A separate City grading permit is required prior to construction.
12. Verify the utility contact information is correct, Alliant Energy does not service Clive.
13. Adjust paving note #1 to indicate sod to be installed.

- **Dimension Plan:**

1. Sheet C6.1 includes a bollard detail. Please identify where bollards are proposed or remove the detail if not applicable.
2. Update the linework along the new western parking lot edge to clearly show the 6" curb.
3. Update the plans to show parking lot markings and do not enter signage to identify the one-way drive aisles.
4. Identify the sanitary sewer easement at Polk County Recorder Book 5220 Page 679.
5. Adjust the ramp on the south side of the building so the landing is not in the drive aisle.

- **Landscape Plan:**

1. Staff agrees planting overstory trees along the parking lot frontage is not practical with the existing utilities and will recommend approval of the ornamental tree substitutions.

- **Review Comment:**

1. A floodplain development application shall be completed by the applicant. A completed elevation certificate shall be provided to the city verifying the finished floor elevation, attendant utilities and all building openings are a minimum of 1' above the base flood elevation.
2. Additional exit doors may be needed based on occupant loads and travel distance. This will be worked through during the building permit plan review process.
3. Fire protection system requirements shall be installed as required by the fire marshal.
4. Additional restroom fixtures may need installed based on the new occupant load calculations. This will be worked through during the building permit plan review process.
5. COMcheck submittals will be needed for building permit plan review. This will include building envelope analysis, electrical lighting systems and HVAC systems.

Based on the satisfactory resolution of the above items and resubmittal of the Site Plan Amendment prior to close of business on August 23, 2024 it is anticipated that the project would be placed on the September 5, 2024 Planning and Zoning Commission agenda. Please feel free to contact me on the portal or at 515-223-6221 if you have questions or need additional information.

Sincerely,

Amanda Grutzmacher

Amanda Grutzmacher

Senior Planner

EDWARD JONES OFFICE ADDITION SITE PLAN

ABBREVIATIONS:

AC	ACRES
ASPH	ASPHALT
BK	BOOK
CONC	CONCRETE
D	DECEDED DISTANCE
EX	EXISTING
ENCL	ENCLOSURE
FF	FINISHED FLOOR
FL	FLOW LINE
FRAC	FRACTIONAL
M	MEASURED DISTANCE
MM	MANHOLE
OPC	ORANGE PLASTIC CAP
P	PLATTED DISTANCE
PG	PAGE
POB	POINT OF BEGINNING
PUC	POINT OF COMMENCEMENT
PPA	PREVIOUSLY RECORDED
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
RPC	RED PLASTIC CAP
SF	SQUARE FEET
SN	SANITARY
TYP	TYPICAL
YPC	YELLOW PLASTIC CAP
N	NORTH
S	SOUTH
E	EAST
W	WEST

LEGEND

—SAN—	SANITARY SEWER	—E—	ELECTRIC VAULT
—ST—	SEWER	—T—	TRANSFORMER POLE
—W—	WATER LINE	—T—	TRANSFORMER POLE
—G—	GAS LINE	—L—	LIGHT POLE
—UE—	UNDERGROUND ELECTRIC	—J—	ELECTRIC JUNCTION BOX
—OE—	OVERHEAD ELECTRIC	—P—	ELECTRIC PANEL
—TE—	TELEPHONE LINE	—A—	TRANSFORMER
—FO—	FIBER OPTIC	—L—	GROUND LIGHT
—CATV—	CABLE TV	—G—	GUY WIRE
—S—	STORM MANHOLE	—H—	ELECTRIC HANDHOLE
—C—	CURB INTAKE	—M—	GAS METER
—S—	SURFACE INTAKE	—V—	GAS VALVE
—F—	FLARED END SECTION	—A—	AIR CONDITIONING UNIT
—R—	ROOF DRAIN	—T—	TELEPHONE RISER
—D—	DOWNPOUT	—T—	TELEPHONE RISER
—S—	SANITARY MANHOLE	—T—	TELEPHONE MANHOLE
—C—	CLEANOUT	—T—	TRAFFIC SIGNAL MANHOLE
—F—	FIRE HYDRANT	—F—	FIBER OPTIC MANHOLE
—S—	SPRINKLER	—F—	FIBER OPTIC RISER
—I—	IRRIGATION CONTROL VALVE	—F—	FIBER OPTIC RISER
—W—	WATER MANHOLE	—C—	CABLE TV RISER
—W—	WELL	—S—	SIGN
—W—	WATER VALVE	—B—	BOLLARDS
—W—	WATER SHUT OFF	—D—	DENO TES NUMBER OF PARKING STALLS
—Y—	YARD HYDRANT	—P—	PROPERTY CORNER- FOUND AS NOTED
—F—	FLAGPOLE	—P—	PROPERTY CORNER- PLACED OFF IRON ROD WITH YELLOW PLASTIC CAP IS #XXXXXX
—E—	ELECTRIC MANHOLE	—O—	ORAS NOTED
—E—	ELECTRIC METER	—S—	SECTION CORNER- FOUND AS NOTED
—E—	ELECTRIC RISER	—S—	SITE CONTROL POINT- MONUMENT AS NOTED

BENCHMARK:
CONTROL POINT #6000
5/6" IRON ROD WITH PINK PLASTIC CAP
NORTHING = 662,327.38
EASTING = 1,900,662.85
ELEVATION = 831.39
125' EAST OF N.W. PROPERTY CORNER

FOUND 1" ROUND PIPE
NORTHING = 662,305.45
EASTING = 1,900,627.51
ELEVATION = 832.74
N.W. PROPERTY CORNER, LOT 3
WEST UNIVERSITY PLAZA PLAT 1

UTILITY MAPS PROVIDED BY:

1. ELECTRIC (MIDAMERICAN ENERGY) (R/S) 352-4021
2. STORM AND SANITARY (CITY OF CLIVE) (R/S) 224-4212
3. FIBER OPTIC (WINDSTREAM) (800) 941-3430
4. FIBER OPTIC (UPN) (415) 425-3585
5. FIBER OPTIC (PURECOM) (615) 330-4445
6. FIBER OPTIC (CNI) (615) 725-4641
7. GAS (MIDAMERICAN ENERGY) (R/S) 352-4021



UTILITY NOTES:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS. ONLY BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE DEPTH OF ANY UNDERGROUND UTILITIES SHOWN. AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WILL BE MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH IOWA STANDARD SPECIFICATIONS AND ANY AND ALL CITY/UTILITY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF CLIVE MUST BE NOTICED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
2. IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT IOWA S.D.A. CODES AND STANDARDS. NO THING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
5. ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
6. BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
7. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION PROVIDED FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
8. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
9. LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL, REQUEST FOR LABORATORY TESTS, AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
10. SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
11. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
12. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF CLIVE.
13. GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
14. THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION AT THE END OF EACH WORK DAY.
15. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED ONTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
16. DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREA OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

PAVING NOTES:

1. THE PAVING GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING IS POSSIBLE. ALL AREAS SHALL BE SLOTTED IN ACCORDANCE WITH CITY OF CLIVE STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF STANDARDS.
2. SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUB BASE PRIOR TO ANY PAVEMENT BEING PLACED.
3. SEE DETAILS FOR ALL PAVEMENT THICKNESS.
4. ALL FREESTRAN MAINTAINITS THAT UNLOAD INTO A VEHICLE TRAVELED PATH MUST HAVE A D.A. DETECTABLE WARNING (PAVE) AS PER A.D.A. REGULATIONS. PANEL TYPE A SHALL BE PER CITY STANDARD.
5. ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A. CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

1. QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
2. THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
3. THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
4. ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.

UTILITY CONFLICT NOTES:

1. UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONSIDERATION.
2. CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION.

WETLAND NOTES:

1. BISHOP ENGINEERING DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

1. SURVEY WORK WAS COMPLETED BY BISHOP ENGINEERING ON 06-7-2024. SEE THIS SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

CITY OF CLIVE SITE PLAN & CONSTRUCTION DRAWING NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLIVE'S DEVELOPMENT REGULATIONS, POLICIES, AND STATEWIDE URBAN DESIGN AND STANDARDS MANUAL (SUDAS).
2. ONE WEEK PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY OF CLIVE.
3. THE CONTRACTOR AND DEVELOPER'S ENGINEER SHALL ATTEND A REQUIRED PRE-CONSTRUCTION WITH THE CITY PUBLIC WORKS AND ENGINEERING DEPARTMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP, AND WATER MAIN SERVICES AND VERIFYING LOCATION ON THE AS-BUILT DRAWINGS.
6. RECONNECT ANY FIELD TILE THAT IS INTERFERED DURING UTILITY CONSTRUCTION. LOCATION OF FIELD TILE SHALL BE NOTED ON THE AS-BUILT DRAWINGS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT VERSION OF MUTCD.
8. PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS, AS-BUILT RECORD DRAWINGS (HORIZONTAL AND VERTICAL AS-BUILT DATA IN STATE PLANE COORDINATES AND VERTICAL DATUM) FOR ALL WATER, SANITARY SEWER, STORM SEWER PIPING AND ASSOCIATED PUMP STATIONS, AND SITE GRADING WILL BE PROVIDED (VOLUME CALCULATIONS FOR ALL STORM WATER DETENTION FACILITIES SHALL ALSO BE PROVIDED).
9. SIDEWALK AND DRIVEWAY APPROACH INSTALLATIONS SHALL BE INSPECTED BY THE CITY OF CLIVE FOLLOWING A MINIMUM 48-HOUR NOTICE.
10. THE OWNER/CONTRACTOR SHALL REMOVE ALL DEBRIS SPILLED ON CITY OF CLIVE RIGHT-OF-WAY AND ADJOINING PROPERTIES IMMEDIATELY.
11. AT NO TIME SHALL EQUIPMENT, CONSTRUCTION MATERIAL AND/OR STOCKPILED FILL BE STORED ON CITY OF CLIVE RIGHT-OF-WAY.
12. THE DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENTATION CONTROL DEVICES THROUGHOUT CONSTRUCTION.
13. OFF-STREET PARKING AND ACCESS DRIVES SHALL BE PROVIDED PRIOR TO CONSTRUCTION FOR CREWS AND EQUIPMENT.
14. ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEVICES MAY BE REQUIRED BY CITY OF CLIVE INSPECTORS BASED ON ACTUAL FIELD CONDITION.
15. PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY/FINAL PLAT APPROVAL, ALL UTILITY STRUCTURES, MANHOLES, VALVES, INTAKES SHALL BE RAISED LEVEL WITH FINISH GRADE.
16. ALL UTILITIES, INCLUDING ELECTRICAL AND TELEPHONE SHALL BE LOCATED UNDERGROUND.
17. ALL DISTURBED AREAS SHALL BE SLOTTED UNLESS OTHER LANDSCAPING IS IDENTIFIED ON THE SITE PLAN.
18. EXISTING LANDSCAPING SHALL BE PROTECTED WITH TEMPORARY SNOW FENCE DURING CONSTRUCTION.
19. ALL TRASH DUMPSTERS SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE.
20. ALL ROOM MOUNTED MECHANICAL UNITS AND/or TELECOMMUNICATION DEVICES OR GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE OR LANDSCAPING.
21. ALL TOPSOIL MUST MEET IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL PERMIT #6 REQUIREMENTS TO MINIMIZE SOIL COMPACTION DURING AS-BUILDING. THE SOIL PRIOR TO BEGINNING GRADING SUCH THAT A PENETROMETER CAN BE INSERTED INTO THE UPPER 6 INCHES WITH LESS FORCE THAN 200 PSF. AS AN ALTERNATIVE TO THE PENETROMETER TEST, A SOIL WITH bulk density LESS THAN 1.49 GRAMS/CUBIC CENTIMETER SHALL BE DEEMED COMPLIANT WITH THIS REQUIREMENT.
22. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
23. NO CHANGES TO THE APPROVED PLAN MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
24. CONTRACTOR, FINANCING AND/OR PROJECT IDENTIFICATION SIGNS SHALL NOT BE INSTALLED ON THE CITY OF CLIVE RIGHT-OF-WAY.
25. VALVES INCLUDED IN STORMWATER MANAGEMENT FACILITIES SHALL BE CLOSED THE TIME OF FINAL INSPECTION AND ISSUANCE OF CERTIFICATE OF OCCUPANCY/APPROVAL OF FINAL PLAT.

FLOOD HAZARD INFORMATION:

100-YEAR BASE FLOOD ELEVATION = 831.1 FT.



PROPERTY DESCRIPTION:

(Deed 881256 Pg 25) That part of Lot 3 in WEST UNIVERSITY PLAZA PLAT 1, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa, more particularly described as follows: Beginning at the Northwest corner of Lot 3, West University Plaza Plat 1, thence along the 1100 62 foot radius west right of way line of 73rd Street with an initial bearing of South 89°00'00" East, a chord bearing of 147°14'00" and a chord bearing of South 89°10'00" East, thence South 89°10'00" East along said right-of-way for 34.00 feet, thence North 89°10'00" West for 212.00 feet to the West line of Lot 3, thence North 90°00'00" East along said West line for 75.00 feet, thence North 12°10'00" East along said West line for 65.00 feet, thence North 90°00'00" East along the North line of Lot 3 for 107.10 feet to the part of beginning and locally known as 1100 73rd Street, Clive, Iowa 50325.

SITE AREA

37,142 SF (0.85 AC)

ADDRESS:

1100 73RD STREET
CLIVE, IOWA 50324

OWNER:

FAST PROPERTIES LLC
1714 NW 101ST STREET
CLIVE, IOWA 50324

PREPARED FOR:

EDWARD JONES INVESTMENTS
1100 73RD STREET
WINDSOR HEIGHTS, IOWA 50324 (MAILING ADDRESS)

(SITE LOCATED IN THE CITY OF CLIVE)

ZONING:

CITY OF CLIVE ONLINE ZONING MAP

ZONED: C-2 (COMMUNITY COMMERCIAL) / FF (FLOODWAY FRINGE)

OVERLAY: FPM (FLOODWAY FRINGE)

BUILDING REGULATIONS: C-2 (COMMUNITY COMMERCIAL)

FRONT SETBACK: 25 FEET

REAR SETBACK: 0 FEET

REAR SETBACK: 36 FEET

FOR EACH FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED PROPORTIONATELY

FOR AN OFFICIAL ZONING REPORT PLEASE CALL THE CITY OF CLIVE COMMUNITY DEVELOPMENT AT (515) 224-4221

PARKING REQUIREMENTS:

3 SPACES PER 1,000 SF OF GROSS FLOOR AREA

GROSS FLOOR AREA: 2,714 SF

SPACES REQUIRED: 12 STALLS

SPACES PROVIDED: 12 STALLS

OPEN SPACE REQUIREMENTS:

15% OPEN SPACE REQUIREMENT: 5,571 SF

OPEN SPACE PROVIDED (67%) 17,448 SF

IMPERVIOUS AREA:

EXISTING BLDG = 2,222 SF

PROPOSED BLDG = 3,714 SF

EXISTING OTHER = 15,340 SF

PROPOSED OTHER = 15,634 SF

DISTURBED AREA:

PROPOSED = 3,714 SF

TRASH DISPOSAL:

TRASH DISPOSAL IS INTERNAL TO BUILDING; NO DUMPSTER ON SITE.

PREPARED BY:

BISHOP ENGINEERING

RICK BAUMHOVER, PE (R/S) 352-4021

2001 104TH STREET, DES MOINES, IOWA 50322

BAUMHOVER@BISHOPENGINEERING.COM (515) 276-4467

BISHOPENGINEER.COM

ANTICIPATED CONSTRUCTION SCHEDULE:

BEGIN SITEWORK: Oct 1, 2024

BEGIN BUILDING: Oct 15, 2024

BEGIN PAVING: April 1, 2025

BEGIN LANDSCAPING: April 15, 2025

COMPLETION: May 1, 2025

BISHOP
ENGINEERING +
ARCHITECTURE



3501 100th Street, Urbandale, IA 50322 Ph: 515-276-4467

EDWARD JONES OFFICE
1100 73RD STREET
CLIVE, IOWA

REFERENCE NUMBER:

CLD

DRAWN BY:

CLD

REVISION DATE:

7-18-24 CITY

8-22-24 CITY

PROJECT NUMBER:

240215

SHEET NAME:

COVER SHEET

PROJECT NUMBER:

240215

SHEET NAME:

COVER SHEET

SHEET NUMBER:

C0.1



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: RICHARD H. BAUMHOVER, P.E. 12386 DATE: _____
LICENSE RENEWAL DATE: DEC. 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL: 001 - 061

20250415 12:04 PM ILLINOIS PROJECTS ENGINEERING EDWARD JONES OFFICE SITE SURVEY DWG

ABBREVIATIONS:

AC ADRES
ASPH ASPHALT
BK BOOK
CONC CONCRETE
D DREDD DISTANCE
EX EXISTING
ENCL ENCLOSURE
FF FINISHED FLOOR
FL FLOW LINE
FRAC FRACTIONAL
M MEASURED DISTANCE
MH MANHOLE
OPC ORANGE PLASTIC CAP
P PLATTED DISTANCE
PB PAIR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRA PREVIOUSLY RECORDED AS
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
RPC RESILIENT PLASTIC CAP
SF SQUARE FEET
SAN SANITARY
TYP TYPICAL
YPC YELLOW PLASTIC CAP
N NORTH
S SOUTH
E EAST
W WEST

LEGEND

- | | | | |
|----------|--------------------------|--------|--|
| — SAN — | SANITARY SEWER | — EV — | ELECTRIC VAULT |
| — ST — | STORM SEWER | — TP — | TRANSFORMER POLE |
| — W — | WATER LINE | — TP — | TRANSFORMER POLE |
| — G — | GAS LINE | — LP — | LIGHT POLE |
| — UE — | UNDERGROUND ELECTRIC | — EJ — | ELECTRIC JUNCTION BOX |
| — OE — | OVERHEAD ELECTRIC | — EP — | ELECTRIC PANEL |
| — TEL — | TELEPHONE LINE | — TR — | TRANSFORMER |
| — FO — | FIBER OPTIC | — GL — | GROUND LIGHT |
| — CATV — | CABLE TV | — GW — | GUY WIRE |
| — SM — | STORM MANHOLE | — EM — | ELECTRIC METER |
| — CI — | CURB INTAKE | — GM — | GAS METER |
| — SI — | SURFACE INTAKE | — GV — | GAS VALVE |
| — FE — | FLARED END SECTION | — AC — | AIR CONDITIONING UNIT |
| — RO — | ROOF DRAIN | — TR — | TELEPHONE RISER |
| — DO — | DOWNSPOUT | — TR — | TELEPHONE VAULT |
| — SM — | SANITARY MANHOLE | — TR — | TELEPHONE MANHOLE |
| — CL — | CLEANOUT | — TR — | TELEPHONE MANHOLE |
| — FH — | FIRE HYDRANT | — FM — | FIBER OPTIC MANHOLE |
| — SP — | SPRINKLER | — FM — | FIBER OPTIC RISER |
| — IC — | IRRIGATION CONTROL VALVE | — FM — | FIBER OPTIC VAULT |
| — WM — | WATER MANHOLE | — CT — | CABLE TV RISER |
| — W — | WELL | — S — | SIGN |
| — WV — | WATER VALVE | — B — | BOLLARDS |
| — WS — | WATER SHUT OFF | — D — | DENOTES NUMBER OF PARKING STALLS |
| — Y — | YARD IRRIGANT | — P — | PROPERTY CORNER - FOUND AS NOTED |
| — F — | FLAGPOLE | — P — | PROPERTY CORNER - PLACED 6" IRON ROD WITH YELLOW PLASTIC CAP ID #14775 OR AS NOTED |
| — EM — | ELECTRIC MANHOLE | — S — | SECTION CORNER - FOUND AS NOTED |
| — E — | ELECTRIC METER | — SC — | SITE CONTROL POINT - MONUMENT AS NOTED |
| — R — | ELECTRIC RISER | | |

SITE CONTROL AND BENCHMARKS:
BASIS OF BEARINGS OBTAINED FROM GPS OBSERVATIONS
DATUM = NAD 83, IOWA SOUTH
BENCHMARK DATUM = NAD 83, IOWA SOUTH

CONTROL POINT #100
6" IRON ROD WITH PINK PLASTIC CAP
NORTHING = 542,307.38
EASTING = 1,550,462.51
ELEVATION = 821.89
125' EAST OF N.W. PROPERTY CORNER

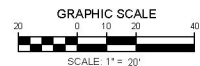
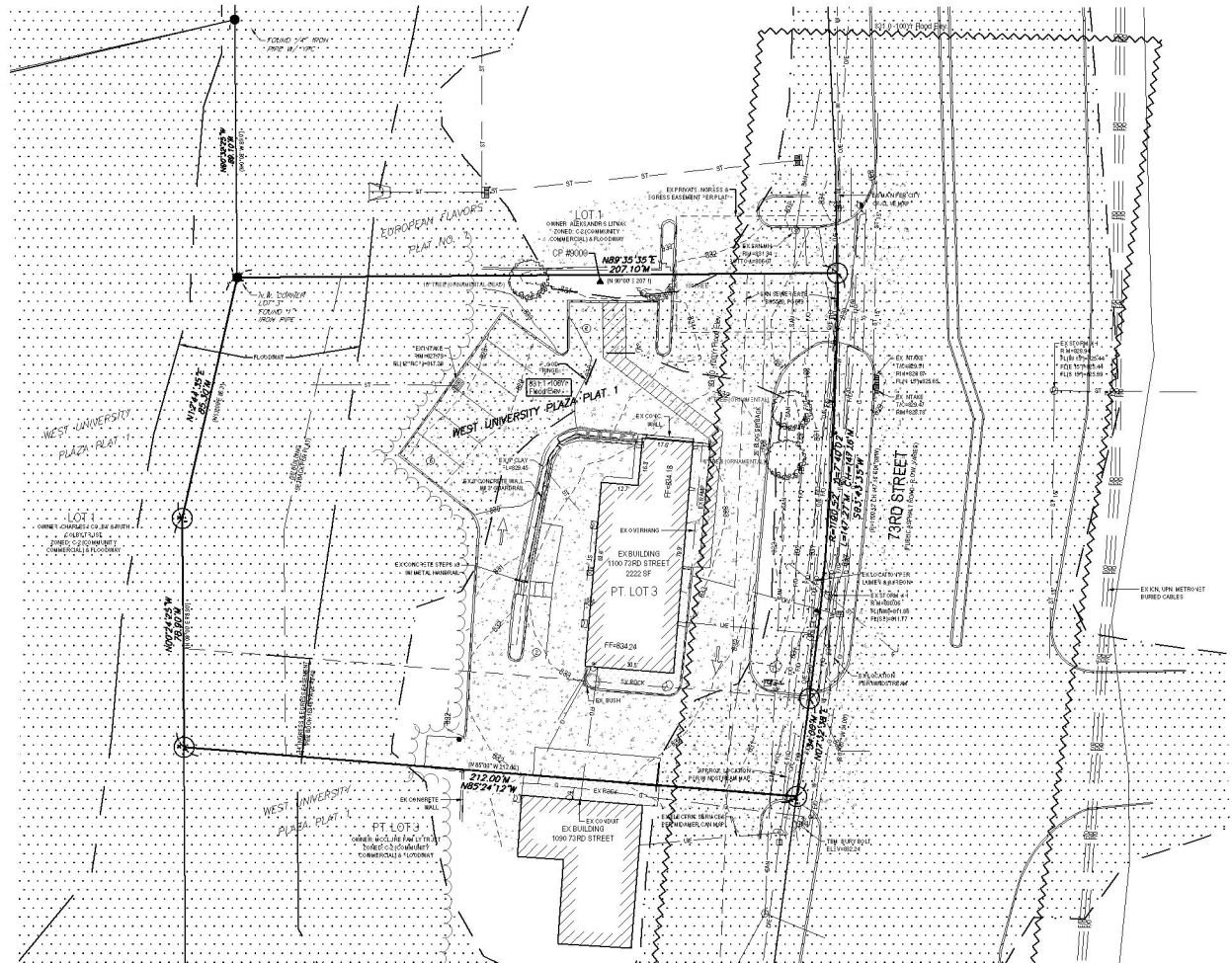
FOUND 1" IRON PIPE
NORTHING = 542,308.45
EASTING = 1,550,437.51
ELEVATION = 823.74
N.W. PROPERTY CORNER, LOT 3
WEST UNIVERSITY PLAZA PLAT 1

UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

UTILITY MAPS PROVIDED BY:

1. ELECTRIC (ALLIANT ENERGY) (800) 255-4269
2. STORM AND SANITARY (CITY OF CLIVE) (515) 224-2313
3. FIBER OPTIC (WESTNET IOWA) (800) 219-1991
4. FIBER OPTIC (UPN) (615) 425-3569
5. FIBER OPTIC (IOWA) (515) 320-4445
6. FIBER OPTIC (IOWA) (515) 320-4445
7. GAS (BLACK HILLS ENERGY) (800) 255-4269



FIELD WORK COMPLETED ON: 6-7-2024

FLOOD HAZARD INFORMATION:

ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON 10/02/2009, THE BUILDING PORTION OF THE SITE IS LOCATED IN A ZONE "X" AN AREA SHOWN AS 0.2% ANNUAL CHANCE FLOOD HAZARD, AREA OF MINIMUM FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT.

A LETTER OF MAP AMENDMENT (LOMA) CASE NO. 19-07-0074, DATED 2-06-2019, HAS REMOVED THE STRUCTURE FROM THE SPECIAL FLOOD HAZARD AREA.



SITE PLAN
EDWARD JONES OFFICE
1100 73RD STREET
CLIVE, IOWA

REFERENCE NUMBER:

DRAWN BY:
C.D.

REVISION DATE:
7-18-24 CITY
9-22-24 CITY

PROJECT NUMBER:

240215

SHEET NAME:

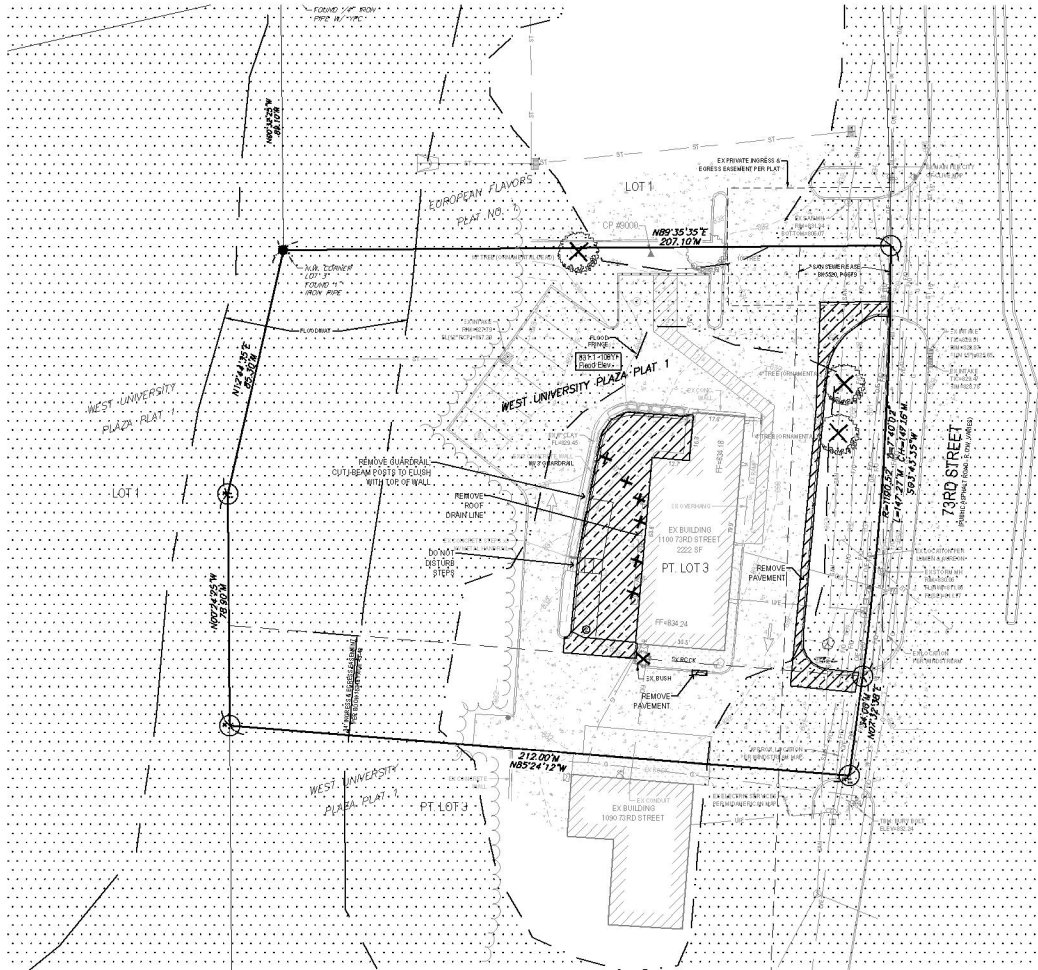
SITE SURVEY

SHEET NUMBER:

C0.2

02/28/24 12:27:12 PM - L:\LAND PROJECTS\240215 EDWARD JONES\WORK\240215 DEMO.DWG

September 5, 2024 - 5:30 PM



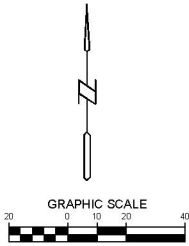
- DEMO NOTES:**
1. SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
 2. REMOVE WALL PANELS.
 3. PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRP LINE.
 4. PAVEMENT STRIPING CALLED OUT FOR REMOVAL SHALL BE SANDBLASTED. NO GRINDING WILL BE ALLOWED.
 5. NO TYP. UTILITY COMPANIES WHO HAVE FACILITIES THAT ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
 6. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
 7. ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
 8. ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK. THIS SHALL INCLUDE REMOVAL OF ABANDONED AND UNUSED UTILITIES AND STRUCTURES IN WAY OF NEW WORK.

DEMO LEGEND:

- REMOVE UTILITY X
- REMOVE TREE O X
- PROTECT TREE O
- REMOVE PAVEMENT [Hatched Box]

LEGEND:

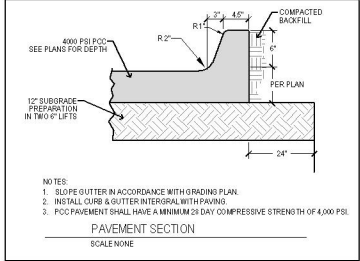
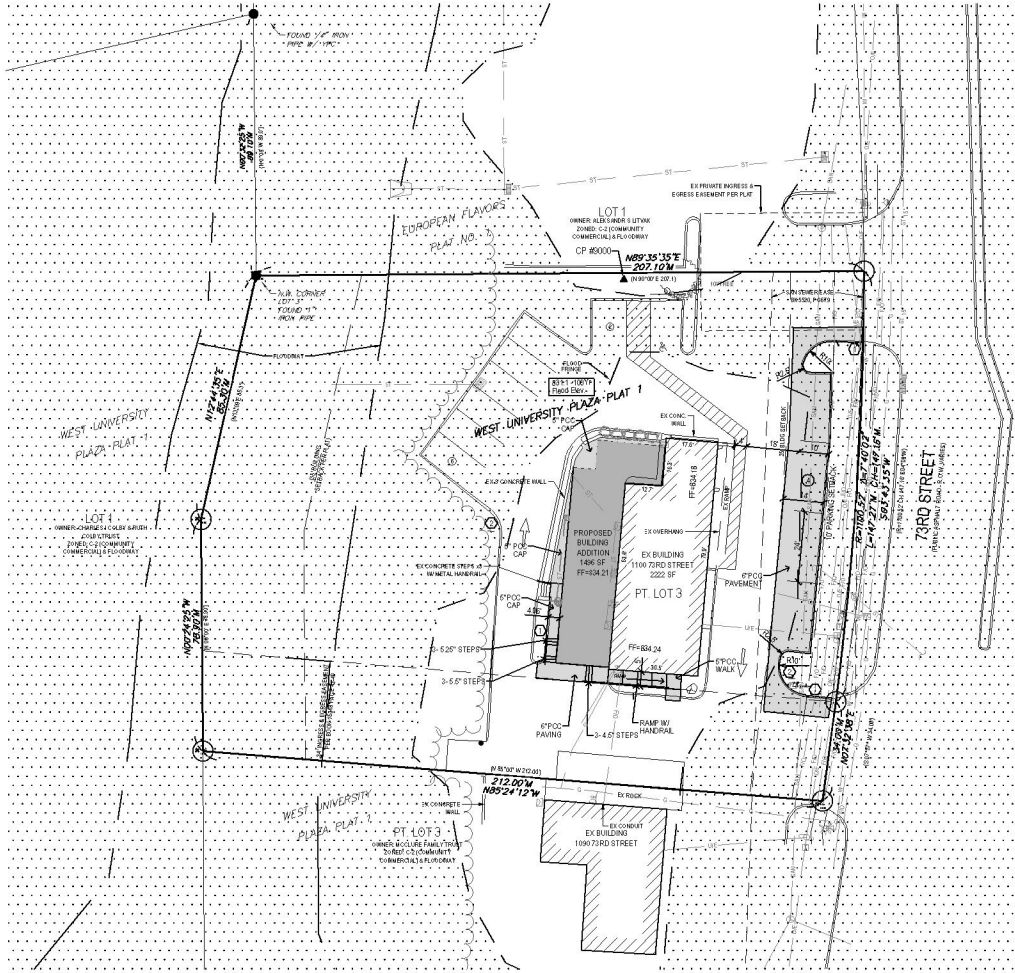
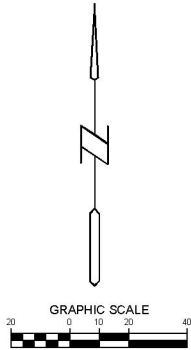
- [Hatched Box] 100 YR FLOOD PLAIN



SITE PLAN
EDWARD JONES OFFICE
1100 73RD STREET
CLIVE, IOWA

REFERENCE NUMBER:
DRAWN BY: CJD
REVISION DATE: 7-18-24 CITY 9-22-24 CITY
PROJECT NUMBER: 240215
SHEET NAME: DEMO PLAN
SHEET NUMBER: C1.1

02/28/24 12:42 PM L:\LAND PROJECTS\240215\EDWARD JONES\WORK\240215\DWG



- PAVING NOTES:**
1. SAWCUT NEW PAVEMENT TO MATCH EXISTING JOINTS.
 2. SAW NEW PAVEMENT INTO SECTIONS BETWEEN APPROXIMATELY 10' X 10' AND 15' X 15'. LENGTH SHALL NOT EXCEED 150% OF WIDTH.
 3. PLACE 12\"/>
 4. CONTRACTOR TO PROVIDE SAWCUT JOINTING PLAN TO OWNER OR OWNER'S REPRESENTATIVE PRIOR TO ANY CONCRETE PAVEMENT INSTALLATION.
 5. PAVEMENT MAY BE REQUIRED TO BE REMOVED AND REPLACED IF PLACED WITHOUT AN APPROVED JOINTING PLAN.
 6. THE (BARS) BIT-1 JOINT, DRILLED SHALL BE PLACED ALONG EXPANDED PAVING AREA.
 7. ALL TRANSVERSE JOINTS SHALL BE TYPE 'D' OR TYPE 'DW' JOINTS WITH STEEL IN THE CASE OF A DAY'S WORK JOINT.

- PAVEMENT MARKING NOTES:**
1. PAINT 4\"/>
 2. PAINT 4\"/>

- KEYED NOTES:**
- ① CURB AND GUTTER
 - ② SIGN - "DO NOT ENTER" (R5-1), WITH POST.

- LEGEND:**
- ① 6\"/>
 - ② 6\"/>
 - ③ 100 YR FLOOD PLAIN

3501 100th Street, Urbandale, IA 50322 Ph: 515-276-6467

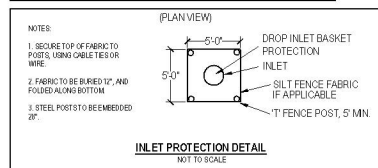
SITE PLAN

EDWARD JONES OFFICE

1100 73RD STREET

CLIVE, IOWA

REFERENCE NUMBER:
DRAWN BY: CJD
REVISION DATE: 7-18-24 CITY 9-22-24 CITY
PROJECT NUMBER: 240215
SHEET NAME: LAYOUT PLAN
SHEET NUMBER: C2.1



2. INSTALL PERIMETER SLOTTED CURB AS SHOWN ON PLAN PRIOR TO CONSTRUCTION.
2. INSTALL TIE-BACK PROTECTION WITH SILL FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
2. INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INLET.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHWATER DURING ALL CONCRETE WORK. CONCRETE WASHWATER SHALL MEET SUSDS SPEC TYPICAL 10.1.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
2. THE PROJECT INCLUDES DRAINOUT OR CONCRETE DRAINAGE PROTECTION OR PROTECTION OF FLOW ENERGY AND DRAINAGE WATER WILL NEED TO BE PROVIDED FROM DISCHARGE FROM THE CONCRETE OPERATIONS TO DISCHARGE OFFSITE.
2. CONTRACTOR SHALL PROVIDE APPROPRIATE CONTROLS TO PREVENT DISCHARGES FROM CONCRETE OPERATIONS TO THE ADJACENT WATERSHED.
2. SEE LANDSCAPE PLAN FOR FINAL STABILIZATION INCLUDING SEEDING AND SODDING AREAS.

1. AFTER FINAL STABILIZATION HAS OCCURRED, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.

1. ALL FINAL SLOPES SHALL BE 4:1 (HORZ TO VERT) OR FLATTER, UNLESS OTHERWISE NOTED ON PLANS, ESPECIALLY AT INTAKES AND OPEN PIPE ENDS.

2. SODDING SHALL NOT OCCUR UNTIL OWNER HAS REVIEWED AND ACCEPTED FINAL GRADING.

1. STRIP AND STOCKPILE THE TOP 6" OF SOIL ON ALL DISTURBED AREAS.
2. REESPREAD TOPSOIL TO A MINIMUM DEPTH OF 3" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 3".
3. TOPSOIL SHALL BE FREE OF ALL ROCKS AND DEBRIS LARGER THAN 3/4" IN SIZE.
4. TOPSOIL SHALL BE FREE FROM FRUITING BODIES OF ANY OF THE FOLLOWING VIGOROUS PLANT GROWTH: FROM WHEAT, RAINBOW SET FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/8 IN DIAMETER, AND OTHER MATTER, AND SHALL BE FREE FROM ALL PLANTS SEEDS. FERTILISERS MINIMUM 4.0 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

EXISTING CONTOUR	---	150	---
PROPOSED CONTOUR	---	150	---
FINISHED GROUND ELEVATION	●	150.50	
TOP OF CURB ELEVATION	●	150.50 TC	
GUTTER ELEVATION	●	150.50 G	
TOP OF WALL ELEVATION	●	150.50 TW	
BOTTOM OF WALL ELEVATION	●	150.50 BW	
EDGE OF WALK ELEVATION	●	150.50 EW	
TOP OF STAIR ELEVATION	●	150.50 TS	
BOTTOM OF STAIR ELEVATION	●	150.50 BS	

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.



GRAPHIC SCALE



SITE PLAN
EDWARD JONES OFFICE
1100 73RD STREET
CLIVE, IOWA

SHEET NUMBER:
C3.1

LANDSCAPE NOTES:

1. ALL SODDING LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
2. SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLANS ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
3. STAKE SOD ON ALL SLOPES 3:1 OR GREATER.
4. PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
5. ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
6. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL ACCEPTANCE.
7. FOR WARRANTY PURPOSES, THE DATE OF INITIAL ACCEPTANCE SHALL BE SUBMITTED IN WRITING TO THE OWNER AND/OR OWNER'S REPRESENTATIVE AFTER ALL PLANT MATERIALS HAVE BEEN INSTALLED AND REVIEWED BY OWNER OR OWNER'S REPRESENTATIVE. PLANT MATERIALS WILL ONLY BE ACCEPTED IF THEY ARE IN AN ALIVE AND THRIVING CONDITION.
8. CONDITIONAL ACCEPTANCE OF PLANT MATERIAL MAY BE GIVEN FOR PLANTS INSTALLED IN A DORMANT CONDITION WITH INITIAL ACCEPTANCE OCCURRING THE FOLLOWING SPRING, ONCE THEY ARE SHOWN TO BE ALIVE AND THRIVING.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS (INCLUDING SODING INFORMATION) MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
10. CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
11. STAKING AND GUYING OF TREES SHALL BE AT THE DISCRETION OF THE CONTRACTOR BASED ON CURRENT ACCEPTED NURSERY STANDARDS. GENERALLY, TREES IN LARGE OPEN AREAS SUBJECT TO DIRECTIONAL WIND SHALL BE STAKED. STAKES AND WRAP TREES IMMEDIATELY AFTER PLANTING. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD. REMOVE ALL STAKES AND GUY WIRES NO MORE THAN ONE YEAR AFTER INSTALLATION.
12. THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
13. NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
14. ALL EDGING SHALL BE DURADEGE 9/16" STEEL EDGING - COLOR BLACK, OR APPROVED EQUAL.
15. CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
16. ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL BE MULCHED WITH 4" THICK SHREDDED HARDWOOD MULCH.
17. ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.

GENERAL LANDSCAPE REQUIREMENTS

TOTAL SQUARE FOOTAGE OF PROJECT AREA 37,140 SF
REQUIRED OPEN SPACE (19%) 6,671 SF

GENERAL OPEN SPACE REQUIREMENT
TOTAL REQUIRED OVERSTORY 4
TOTAL REQUIRED EVERGREEN 2
TOTAL REQUIRED SITE TREES (ALL FORMS) 8
NOTE: NEAR PORTION OF PARCEL IS HEAVILY WOODED AND WILL COUNT FOR 60% OF REQUIRED OPEN SPACE TREES.

LANDSCAPE BUFFER REQUIREMENTS
THERE IS NO LANDSCAPE BUFFER REQUIREMENT FOR THIS PARCEL.

PARKING PERIMETER REQUIREMENTS
TOTAL LENGTH OF PARKING PERIMETER ADJACENT TO 73RD ST. 94 LF
REQUIRED OVERSTORY TREES @ 14 LF/100 LF 2 TREES
NOTE: DUE TO OVERHEAD ELECTRICAL, OVERSTORY TREES ARE NOT APPROPRIATE IN THIS LOCATION. SETBACK WILL BE PLANTED WITH ORNAMENTAL TREES.

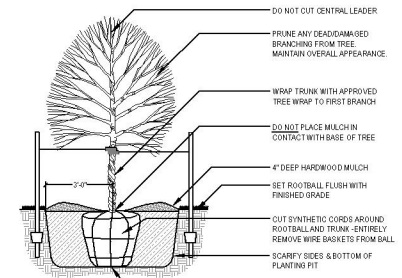
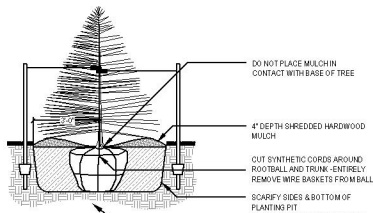
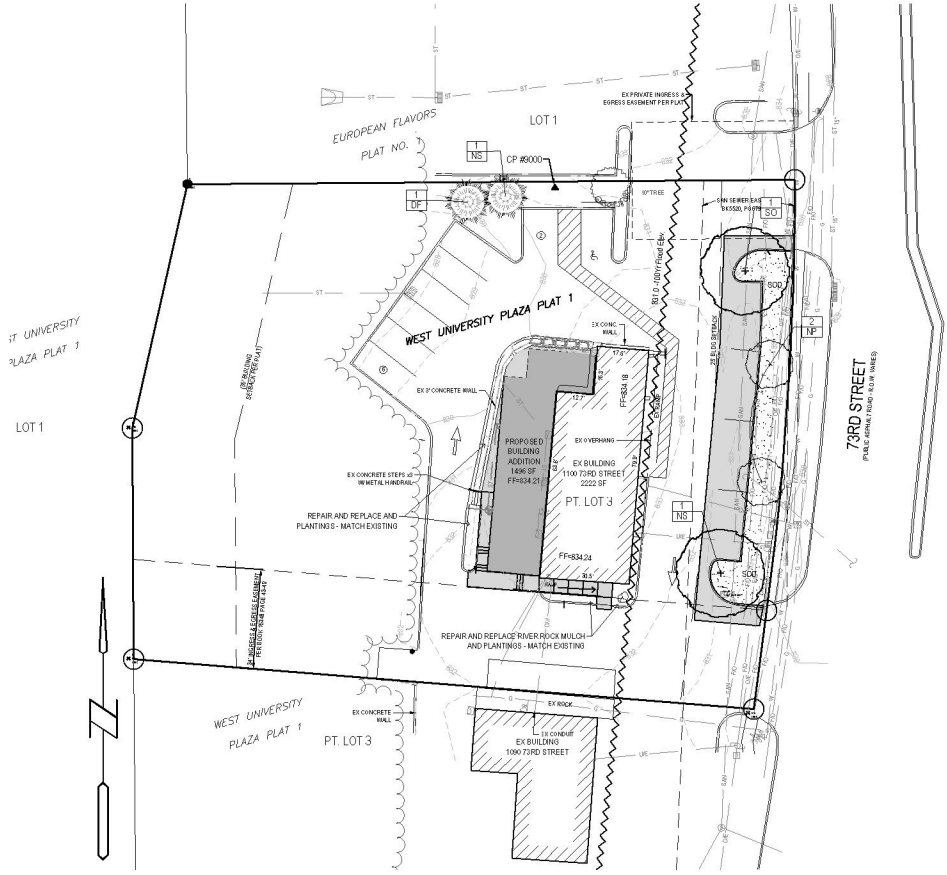
INTERIOR PARKING LOT REQUIREMENTS
TOTAL PARKING ISLANDS ON SITE @ 1 TREE PER ISLAND 2
REQUIRED OVERSTORY TREES @ 6% OF ISLANDS 1 TREE

CODE	QUAN	COMMON NAME	LATIN NAME	OVERSTORY TREES	SIZE	ROOT	NOTES
NS	1	BLACK TUPELO	NYSSA SYLVATICA	OVERSTORY TREES	2.5" CAL	B&B	MATCHED SPECIMENS
SW	1	SWAMP WHITE OAK	QUERCUS BICOLOR	OVERSTORY TREES	2.5" CAL	B&B	MATCHED SPECIMENS
NP	2	NEWPORT PLUM	PRUNUS CERASIFERA	ORNAMENTAL TREES	1.5" CAL	B&B	MATCHED SPECIMENS
NS	1	NORWAY SPRUCE	PICCA ABIES	EVERGREEN TREES	6"	B&B	FULL FORM TO GROUND
DF	1	DOUGLAS FIR	PSEUDOTSUGA MENZIESII	EVERGREEN TREES	6"	B&B	FULL FORM TO GROUND

SOD: PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE).

22/09/24 12:41:42 PM - LUNARD PROJECTS 254840025 EDWARD JONES OFFICE LANDSCAPE DWG

September 5, 2024 - 5:30 PM



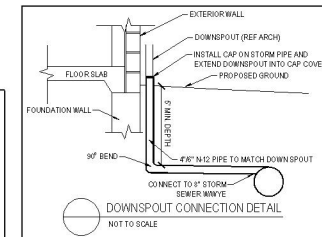
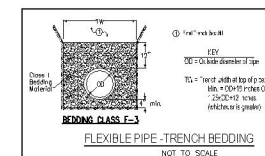
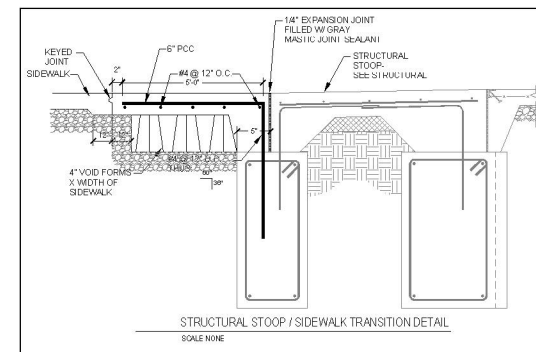
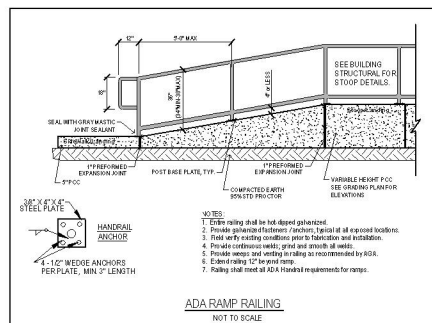
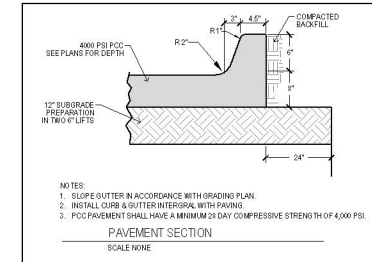


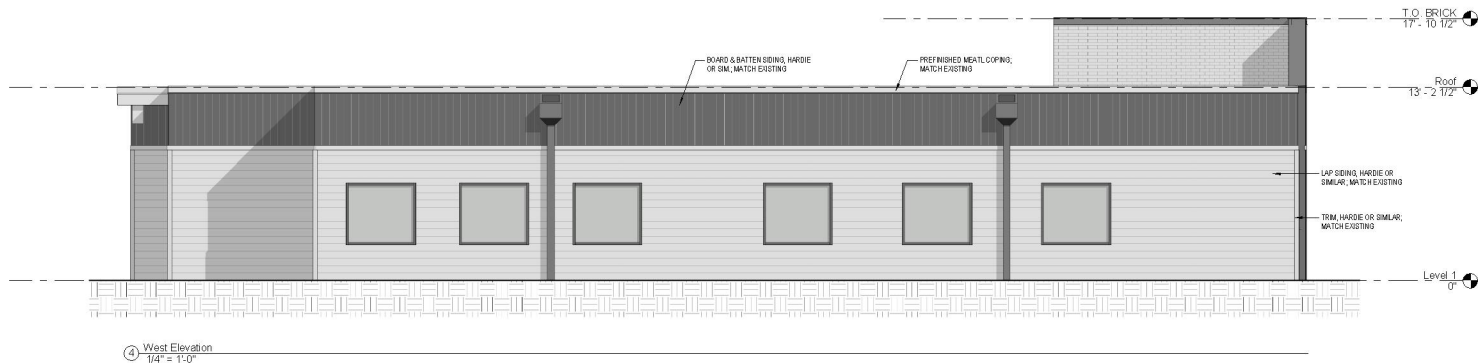
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ENGINEERING +
3501 100th Street, Urbandale, IA 50322 Ph: (515) 276-5467

SITE PLAN
EDWARD JONES OFFICE
1100 73RD STREET
CLIVE, IOWA

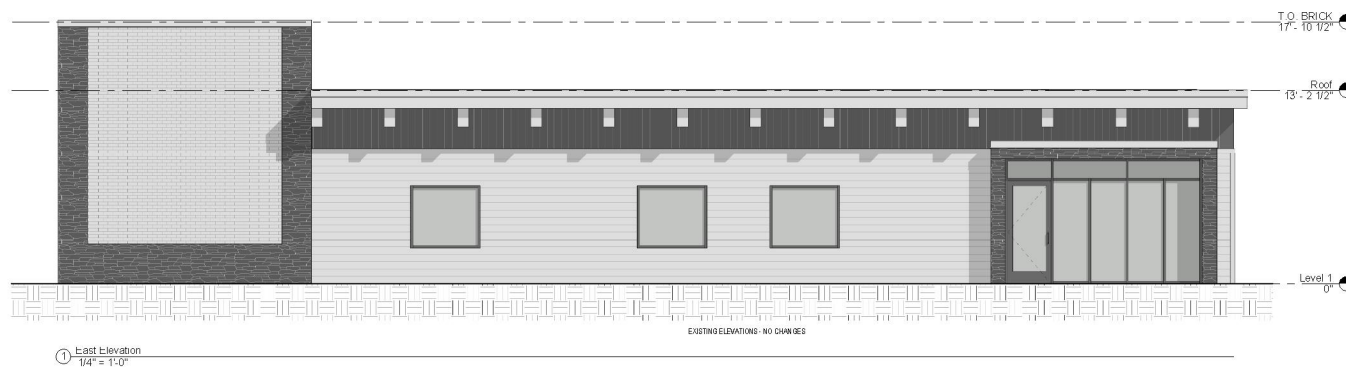
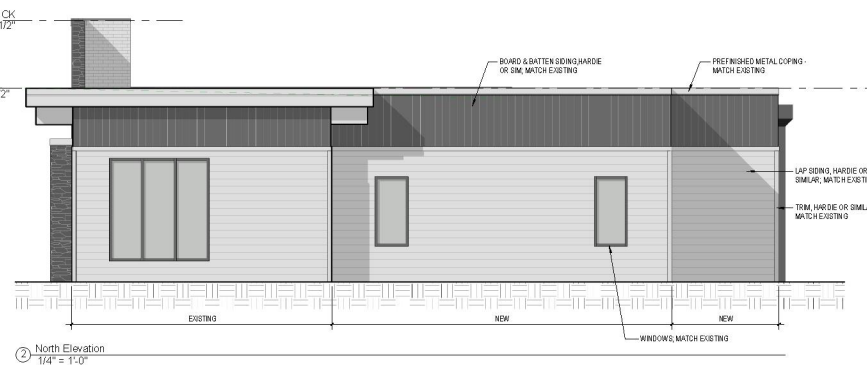
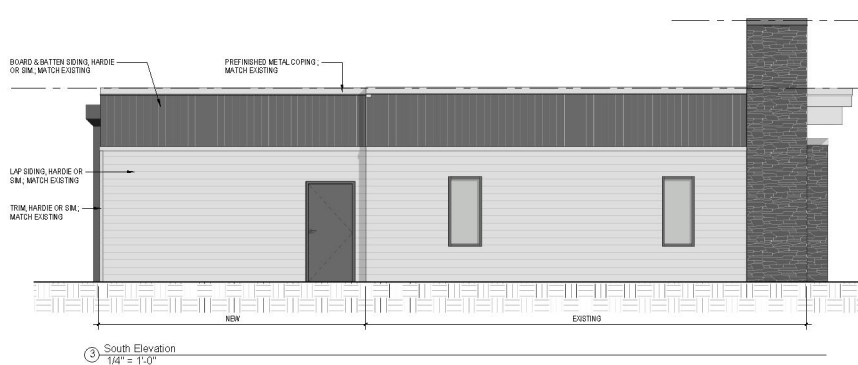
REFERENCE NUMBER:

DRAWN BY:
C.D.
REVISION DATE:
7-18-24 CITY
9-22-24 CITY
PROJECT NUMBER:
240215
SHEET NAME:
LANDSCAPE PLAN
SHEET NUMBER:
C5.1





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 515-468-1480 info@cliftonstructural.com
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 3501 104TH STREET
 URBANDALE, IA 50322
 515-276-0467



Edward Jones Addition
 1100 73RD ST.,
 WINDSOR HEIGHTS, IA. 50324

2024-07-18 -- FOR SITE PLAN SUBMITTAL

Revisions	

ISSUE DATE: 0-0-24 PROJ. #: 17097
 EXTERIOR ELEVATIONS

A4



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: 1st Consideration of Proposed Ordinance No. 1147 Amending Provisions Pertaining to Electronic Meetings

SYNOPSIS:

In response to recent legislative changes at the State level, our codifier has proposed 8 amendments to the Clive Code of Ordinances. These proposed ordinances are designed to align our local regulations with State law and to ensure compliance with updated statutory requirements. This is one of the 8 Code amendments and below is a summary of the impact of this proposed ordinance on the Clive Code of Ordinances:

Overview:

The proposed ordinance amends Title 1, Chapter 10, Section 6 of the Clive Code of Ordinances. This amendment introduces and defines various types of electronic meetings, including hybrid, virtual, and teleconference participation, ensuring that Clive's procedures for public meetings are in line with modern practices and state law. The ordinance also ensures compliance with the Iowa Code, particularly Chapter 21, which governs open meetings.

Comparison with Current Clive Code:

1. **Current Ordinance (Title 1, Chapter 10, Section 6):** The current ordinance outlines the general requirements for holding public meetings, including notice requirements, the necessity of open sessions, and the process for closed sessions. However, it does not address the specifics of electronic meetings or remote participation, which have become increasingly important.
2. **Proposed Amendment:** The amendment introduces clear definitions for several types of meetings, such as: **Hybrid Meeting, Virtual Meeting, Teleconference Participation, and Remote Participation.** These definitions provide a structured framework for conducting various types of meetings, ensuring that all participants understand the format and expectations. The amendment also mandates that governmental bodies must provide options for hybrid meetings, teleconference participation, virtual meetings, and other forms of remote participation. This ensures that members of the governmental body can participate in meetings regardless of their physical location, increasing accessibility and flexibility. The amendment lastly specifies that all electronic meetings must comply with the provisions of Chapter 21 of the Iowa Code, which governs open meetings and ensures transparency and public access.

Impact on Existing Clive Code of Ordinances:

1. **Title 1, Chapter 10, Section 6:** The proposed amendment significantly updates the meeting procedures by incorporating modern communication technologies. This update is essential for ensuring that Clive's governmental bodies can continue to operate effectively and transparently in an increasingly digital world.
2. **Alignment with State Law:** By directly referencing the Iowa Code, particularly Chapter 21, the ordinance ensures that Clive's meeting procedures are consistent with state law. This

alignment reduces the risk of legal challenges and ensures that all meetings are conducted in a manner that is both transparent and accessible to the public.

Legal and Administrative Considerations:

1. **Enhanced Accessibility:** The ordinance ensures that members of the governmental body and the public can participate in meetings through various digital formats, thereby increasing accessibility and participation. This is particularly important in scenarios where physical attendance is not possible.
2. **Transparency Compliance:** By incorporating state law requirements, the ordinance ensures that Clive's meetings remain open and transparent, even when conducted electronically. This compliance is crucial for maintaining public trust and avoiding potential legal issues.

Conclusion:

The proposed ordinance provides necessary updates to the Clive Code of Ordinances concerning the conduct of public meetings. By introducing definitions and requirements for electronic meetings, the ordinance modernizes the City's procedures, ensuring that they are flexible, accessible, and compliant with state law. I recommend the Council consider adopting this ordinance to enhance the effectiveness and transparency of Clive's public meetings.

Redline Version:

1-10-6 MEETINGS. All meetings of the Council, any board or commission, or any multimembered body formally and directly created by any of the foregoing bodies shall be held in accordance with the following:

1. Definitions. The following terms are defined for use in this section.

- A. "Closed session" means a meeting to which all members of the public do not have access as allowed by Section 21.5 of the *Code of Iowa*.
- B. "Hybrid meeting" means a meeting involving both remote participation and in-person participation by members.
(*Code of Iowa, Sec. 21.8(4)(a)*)
- C. "Open session" means a meeting to which all members of the public have access.
(*Code of Iowa, Sec. 21.2(3)*)
- D. "Remote participation" means real-time participation by a remotely located individual in a meeting which is being held in a different physical location using integrated audio, video, and other digital tools.
(*Code of Iowa, Sec. 21.8(4)(b)*)
- E. "Reasonable notice" means advising the news media who have filed a request for notice with the governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if not such office exists, at the building in which the meeting is to be held.
(*Code of Iowa, Sec. 21.4(1)*)
- F. "Teleconference participation" means participation using audio conference tools involving multiple participants in at least two separate locations.

(Code of Iowa, Sec. 21.8(4)(c))

- G. “Virtual meeting” means a meeting involving real-time interaction using integrated audio, video, and other digital tools, in which participants do not share a physical location.

(Code of Iowa, Sec. 21.8(4)(d))

~~1.~~ 2. Notice of Meetings. Reasonable notice, as defined by State law, of the time, date and place of each meeting, and its tentative agenda shall be given.

(Code of Iowa, Sec. 21. 4)

~~2.~~ 3. Meetings Open. All meetings shall be held in open session unless closed sessions are held as expressly permitted by State law.

(Code of Iowa, Sec. 21. 3)

~~3.~~ 4. Minutes. Minutes shall be kept of all meetings showing the date, time, and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present. The vote of each member present shall be made public at the open session. The minutes shall be public records open to public inspection.

(Code of Iowa, Sec. 21. 3)

~~4.~~ 5. Closed Session. A closed session may be held only by affirmative vote of either two- thirds of the body or all of the members present at the meeting and in accordance with Chapter 21 of the Code of Iowa.

(Code of Iowa, Sec. 21. 5)

~~5.~~ 6. Cameras and Recorders. The public may use cameras or recording devices at any open session.

(Code of Iowa, Sec. 21. 7)

~~6.~~ 7. Electronic Meetings. ~~A meeting may be conducted by electronic means only in circumstances where such a meeting in person is impossible or impractical and then only in compliance with the provisions of Chapter 21 of the Code of Iowa.~~ A governmental body shall provide for hybrid meetings, teleconference participation, virtual meetings, remote participation, and other hybrid options for the members of the governmental body to participate in official meetings. A governmental body conducting a meeting pursuant to this subsection shall comply with all of the provisions of Chapter 21 of the Code of Iowa.

(Code of Iowa, Sec. 21. 8)

Attachments:

1. 2024 Electronic Meetings

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2024 CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO ELECTRONIC MEETINGS

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. SECTION MODIFIED. Title 1, Chapter 10, Section 6 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

1-10-6 MEETINGS. All meetings of the Council, any board or commission, or any multi-membered body formally and directly created by any of the foregoing bodies shall be held in accordance with the following:

1. Definitions. The following terms are defined for use in this section.
 - A. “Closed session” means a meeting to which all members of the public do not have access as allowed by Section 21.5 of the *Code of Iowa*.
 - B. “Hybrid meeting” means a meeting involving both remote participation and in-person participation by members.
(*Code of Iowa, Sec. 21.8(4)(a)*)
 - C. “Open session” means a meeting to which all members of the public have access.
(*Code of Iowa, Sec. 21.2(3)*)
 - D. “Remote participation” means real-time participation by a remotely located individual in a meeting which is being held in a different physical location using integrated audio, video, and other digital tools.
(*Code of Iowa, Sec. 21.8(4)(b)*)
 - E. “Reasonable notice” means advising the news media who have filed a request for notice with the governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if not such office exists, at the building in which the meeting is to be held.
(*Code of Iowa, Sec. 21.4(1)*)
 - F. “Teleconference participation” means participation using audio conference tools involving multiple participants in at least two separate locations.
(*Code of Iowa, Sec. 21.8(4)(c)*)
 - G. “Virtual meeting” means a meeting involving real-time interaction using integrated audio, video, and other digital tools, in which participants do not share a physical location.
(*Code of Iowa, Sec. 21.8(4)(d)*)
2. Notice of Meetings. Reasonable notice of the time, date, and place of each meeting and its tentative agenda shall be given.
(*Code of Iowa, Sec. 21.4*)
3. Meetings Open. All meetings shall be held in open session unless closed sessions are held as expressly permitted by State law.
(*Code of Iowa, Sec. 21.3*)

4. Minutes. Minutes shall be kept of all meetings showing the date, time, and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present. The vote of each member present shall be made public at the open session. The minutes shall be public records open to public inspection.

(Code of Iowa, Sec. 21.3)

5. Closed Session. A closed session may be held only by affirmative vote of either two-thirds of the body or all of the members present at the meeting and in accordance with Chapter 21 of the *Code of Iowa*.

(Code of Iowa, Sec. 21.5)

6. Cameras and Recorders. The public may use cameras or recording devices at any open session.

(Code of Iowa, Sec. 21.7)

7. Electronic Meetings. A governmental body shall provide for hybrid meetings, teleconference participation, virtual meetings, remote participation, and other hybrid options for the members of the governmental body to participate in official meetings. A governmental body conducting a meeting pursuant to this subsection shall comply with all of the provisions of Chapter 21 of the *Code of Iowa*.

(Code of Iowa, Sec. 21.8)

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2024.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: 1st Consideration of Proposed Ordinance No. 1148 Amending Provisions Pertaining to Publication of Minutes

SYNOPSIS:

In response to recent legislative changes at the State level, our codifier has proposed 8 amendments to the Clive Code of Ordinances. These proposed ordinances are designed to align our local regulations with State law and to ensure compliance with updated statutory requirements. This is one of the 8 Code amendments and below is a summary of the impact of this proposed ordinance on the Clive Code of Ordinances:

Overview:

The proposed ordinance seeks to amend Title 1, Chapter 9A, Section 3 of the Clive Code of Ordinances, which pertains to the publication of City Council meeting minutes. This amendment clarifies the Clerk's responsibilities regarding the manner of publication, timeline, and content of the published minutes, ensuring compliance with state law and enhancing transparency for the residents of Clive.

Comparison with Current Clive Code:

1. **Current Ordinance (Title 1, Chapter 9A, Section 3):** The current ordinance requires the Clerk to publish the minutes of City Council meetings but does not specify detailed requirements for manner of publication or the inclusion of expenditure details from each City fund.
2. **Proposed Amendment:**
 - a. **Manner of Publication:** The amendment requires the Clerk to ensure that the minutes of the proceedings are delivered to a newspaper of general circulation within 15 days following a regular or special City Council meeting. This removes any ambiguity in the manner of publication by specifying that it will be published in a newspaper and is consistent with the state law requirements, ensuring timely dissemination of Council activities to the public.
 - b. **Detailed Content Requirements:** The ordinance specifies that the published minutes must include:
 - **Total Expenditure from Each City Fund:** This detail enhances financial transparency by informing the public of how funds are being spent.
 - **List of All Claims Allowed:** A comprehensive list of claims ensures that all financial transactions approved by the Council are made publicly available.
 - **Summary of All Receipts:** This provides a clear overview of the City's incoming funds during the reporting period.
 - **Gross Amount of Claims:** Publishing the gross amounts offers a straightforward representation of the City's financial obligations.

Impact on Existing Clive Code of Ordinances:

1. **Title 1, Chapter 9A, Section 3:** The proposed amendment updates the ordinance to ensure that it reflects the current legal requirements and best practices for public transparency by specifying the manner, timeline, and content for the publication of minutes. The amendment strengthens the accountability of the City Council and ensures that residents are kept informed of the City's financial activities and decisions in a timely manner.
2. **Alignment with State Law:** The ordinance is aligned with Iowa Code Section 372.13(6), ensuring that the City's practices are consistent with state requirements for the publication of minutes. This alignment helps avoid legal issues and maintains the City's commitment to transparency.

Legal and Administrative Considerations:

1. **Enhanced Transparency:** The requirement to publish detailed financial information and minutes within a specified timeframe enhances the transparency of the City Council's operations, ensuring that residents have access to critical information regarding the City's governance.
2. **Compliance with State Law:** By adhering to the provisions of the Iowa Code, the ordinance ensures that the City's publication practices are legally compliant and meet the standards expected of municipal governments in Iowa.

Conclusion:

The proposed ordinance provides important updates to the Clive Code of Ordinances regarding the publication of City Council meeting minutes. By clarifying the manner of publication, timeline and content requirements, the ordinance enhances transparency, ensures legal compliance, and supports the City's commitment to keeping its residents informed. I recommend the Council consider adopting this ordinance to improve the effectiveness and transparency of the City's communication practices.

Current Code:

1- 9A- 3 PUBLICATION OF MINUTES. The Clerk shall attend all regular and special Council meetings and, within 15 days following a regular or special meeting, shall cause the minutes of the proceedings thereof to be published. Such publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claim.

Proposed Amended Code:

1-9A-3 PUBLICATION OF MINUTES. Within 15 days following a regular or special meeting of the Council, the Clerk shall cause the minutes of the proceedings of the Council, including the total expenditure from each City fund, to be delivered to a newspaper of general circulation in the City for publication. The publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claims.

Attachments:

1. 2024 Publication Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2024 CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO PUBLICATION OF MINUTES

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. SECTION MODIFIED. Title 1, Chapter 9A, Section 3 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

1-9A-3 PUBLICATION OF MINUTES. Within 15 days following a regular or special meeting of the Council, the Clerk shall cause the minutes of the proceedings of the Council, including the total expenditure from each City fund, to be delivered to a newspaper of general circulation in the City for publication. The publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claims.

(Code of Iowa, Sec. 372.13(6))

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2024.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: 1st Consideration of Proposed Ordinance No. 1149 Adding a New Section Pertaining to Adult Establishment Nuisances

SYNOPSIS:

In response to recent legislative changes at the State level, our codifier has proposed 8 amendments to the Clive Code of Ordinances. These proposed ordinances are designed to align our local regulations with State law and to ensure compliance with updated statutory requirements. This is one of the 8 Code amendments and below is a summary of the impact of this proposed ordinance on the Clive Code of Ordinances:

Overview:

Recent legislative changes at the state level necessitate an amendment to the Clive Code of Ordinances concerning adult establishments (of which we presently have none, but potentially could someday). The proposed ordinance, recommended by our codifier, aims to address nuisances related to these establishments by defining adult establishments, establishing grounds for declaring public safety nuisances, and providing for legal action to abate such nuisances.

Comparison with Current Clive Code:

The proposed ordinance introduces a new section (5-6-18) in Title 5, Chapter 6 of the Clive Code of Ordinances. This section is specifically focused on adult establishments and outlines what constitutes a public safety nuisance related to these businesses.

Key Points of the Proposed Ordinance:

1. **Definition of Adult Establishments:** The ordinance defines "adult establishment" as any business that provides nude or topless dancing or operates any other adult-oriented business.
2. **Public Safety Nuisance Criteria:** A nuisance is established if certain acts are committed by anyone associated with the adult establishment (owners, employees, patrons) on or near the premises, including:
 - a. Unlawful discharge of a firearm or use of an offensive weapon.
 - b. Assault with a dangerous weapon resulting in injury or death.
 - c. Engagement in a riot, as defined in Iowa Code Section 723.1, on three or more occasions within a 12-month period.
3. **Legal Remedies:** The ordinance grants the City Attorney authority to seek legal action in district court to abate such nuisances without the need for a bond.

Impact on Existing Clive Code of Ordinances:

1. **Title 5, Chapter 6 (Nuisances; Abatement Procedure):** The proposed ordinance would create a new section under Chapter 6 specifically addressing adult establishments. This would add to the existing nuisance abatement procedures in Clive's Code but focuses on a specific type of business that has not been previously addressed.

2. **Consistency with State Law:** The proposed ordinance is aligned with the Iowa Code, particularly referencing the authority granted to municipalities under Section 657.12 of the Iowa Code, which relates to public nuisances.
3. **Enforcement:** The ordinance strengthens the City's ability to enforce public safety within the context of adult establishments. It provides clear criteria for what constitutes a nuisance and outlines a legal pathway for addressing these issues.

Conclusion:

The adoption of this ordinance will provide the City of Clive with a clear and enforceable framework to address potential public safety concerns related to adult establishments should one ever exist in Clive. It enhances the existing nuisance abatement procedures in our Code by targeting a specific area of concern that aligns with recent state legislative changes. I recommend the Council consider this ordinance for adoption to ensure the Clive Code of Ordinances remains current and effective in maintaining public safety.

Attachments:

1. 2024 Adult Establishments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2024 CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY ADDING A NEW SECTION PERTAINING TO ADULT ESTABLISHMENT NUISANCES

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. NEW SECTION. Title 5, Chapter 6 of the Code of Ordinances of Clive, Iowa, is amended by adding a new Section 5-6-18 entitled, ADULT ESTABLISHMENTS, which is hereby adopted to read as follows:

5-6-18 ADULT ESTABLISHMENTS.

1. As used in this section, “adult establishment” means any business that provides nude or topless dancing or operates any other adult-oriented business.
2. A public safety nuisance exists when it is established by clear and convincing evidence that an owner, manager, employee, contemporaneous patron, or guest of an adult establishment commits any of the following acts either on the premises or in any parking lots or areas, including but not limited to public rights-of-way, adjacent to the premises:
 - A. Unlawfully discharges a firearm or uses an offensive weapon, as defined in Section 724.1 of the *Code of Iowa*, regardless of whether it inflicts injury or death.
 - B. Assaults another person with a dangerous weapon as defined in Section 702.7 of the *Code of Iowa* resulting in injury or death.
 - C. Engages in a riot as defined in Section 723.1 of the *Code of Iowa* on three or more dates within a 12-month period to which the police respond and disperse a crowd. The participants need not be the same persons for each incident.
3. When the City Attorney believes a serious threat to the public safety exists, the City Attorney or any other attorney on behalf of the City Attorney, may file a suit in equity in the district court without bond seeking abatement of the public safety nuisance arising from an adult establishment.

(Code of Iowa, Sec. 657.12)

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2024.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 12, 2024

RE: 1st Consideration of Proposed Ordinance No. 1150 Amending Provisions Pertaining to Fire Officials Authority to Cite Violations

SYNOPSIS:

In response to recent legislative changes at the State level, our codifier has proposed 8 amendments to the Clive Code of Ordinances. These proposed ordinances are designed to align our local regulations with State law and to ensure compliance with updated statutory requirements. This is one of the 8 Code amendments and below is a summary of the impact of this proposed ordinance on the Clive Code of Ordinances:

Overview:

The proposed ordinance amends Title 5, Chapter 2, Section 13 of the Clive Code of Ordinances. This amendment clarifies the authority of fire officials to issue citations for violations related to both state regulations under Chapter 10A, Subchapter V, Part 2 of the Iowa Code, and local fire safety codes. The update aligns the Clive Code with relevant state law, ensuring fire officials are empowered to act within an appropriate legal framework.

Comparison with Current Clive Code:

1. **Current Ordinance (Title 5, Chapter 2, Section 13):** The existing ordinance provides fire officials with the general authority to enforce fire safety regulations, but it does not specify the legal framework under which this authority is derived.
2. **Proposed Amendment:** Grants authority Under Chapter 10A, Subchapter V, Part 2 of the Iowa Code to issue citations. This section encompasses a wider range of administrative and regulatory matters, which could include certain fire safety standards, depending on their inclusion in the broader regulatory context.
 - a. The ordinance also empowers fire officials to enforce local fire safety codes. This dual authority ensures that both state and local fire safety standards are upheld within the city.
 - b. The ordinance specifies that fire officials may issue citations according to Chapter 805 of the Iowa Code, which governs citation procedures. This ensures that enforcement actions are conducted within the correct procedural framework, providing legal validity to their actions.

Impact on Existing Clive Code of Ordinances:

1. **Title 5, Chapter 2, Section 13:** The proposed amendment clarifies and strengthens the enforcement capabilities of Clive's fire officials. By explicitly referencing Chapter 10A, Subchapter V, Part 2 of the Iowa Code, and local fire safety codes, the ordinance provides a clear legal basis for issuing citations for a broader range of violations.
2. **Alignment with State Law:** The ordinance ensures that Clive's fire safety enforcement practices are consistent with state law, particularly in areas covered by Chapter 10A,

Subchapter V, Part 2. This alignment helps avoid legal challenges and ensures that fire officials are empowered to enforce both fire-specific and broader safety regulations as necessary.

Legal and Safety Considerations:

1. **Specificity of Authority:** By tying the authority to Chapter 10A, Subchapter V, Part 2, and local fire safety codes, the ordinance ensures that fire officials are acting within the appropriate legal framework for a wide range of regulatory issues. This reduces the risk of legal disputes and ensures that enforcement actions are valid and enforceable.
2. **Comprehensive Enforcement:** The ordinance enhances the City's ability to enforce fire safety and related regulations comprehensively, ensuring that all relevant standards—both state and local—are met.

Conclusion:

The proposed ordinance provides necessary updates to the Clive Code of Ordinances, clarifying the legal authority of fire officials to issue citations under Chapter 10A, Subchapter V, Part 2 of the Iowa Code and local fire safety codes. This ensures that fire officials can effectively enforce a broad range of safety standards. I recommend the Council consider adopting this ordinance to strengthen the City's regulatory enforcement practices.

Current Code:

5-2-13 **AUTHORITY TO CITE VIOLATIONS.** Fire officials acting under the authority of Chapter 100 of the Code of Iowa may issue citations in accordance to Chapter 805 of the Code of Iowa, for violations of State or local fire safety regulations.

Amended Code:

5-2-13 **AUTHORITY TO CITE VIOLATIONS.** Fire officials acting under the authority of Chapter 10A, Subchapter V, Part 2 of the Code of Iowa, may issue citations in accordance with Chapter 805 of the Code of Iowa, for violations of Chapter 10A, Subchapter V, Part 2 of the Code of Iowa or a violation of a local fire safety code.

Attachments:

1. 2024 Fire Officials Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2024 CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO FIRE OFFICIALS AUTHORITY TO CITE VIOLATIONS

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. SECTION MODIFIED. Title 5, Chapter 2, Section 13 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

5-2-13 AUTHORITY TO CITE VIOLATIONS. Fire officials acting under the authority of Chapter 10A, Subchapter V, Part 2 of the *Code of Iowa*, may issue citations in accordance with Chapter 805 of the *Code of Iowa*, for violations of Chapter 10A, Subchapter V, Part 2 of the *Code of Iowa* or a violation of a local fire safety code.

(Code of Iowa, Sec. 100.41)

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2024.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: September 12, 2024

RE: Resolution Approving 2024-2029 Clive Strategic Plan Update

SYNOPSIS:

In August the City Council and Staff Executive Team held a number of workshops with strategic planning facilitator Lyle Sumek to update the City's strategic plan. The culmination of that work is included in the attached documents. The documents include the strategic plan summary document and the 2024-2025 Action Agenda. The documents reflect the decisions and direction provided during the August 2024 workshops.

Staff would recommend approval of the resolution for this strategic plan update. The documents will serve as direction for the City staff for the next year on the top and high priorities of the Mayor and City Council. Staff will also be providing regular updates throughout the year on the progress of our activities towards these priorities.

Attachments:

1. Res Approving Clive 2024-2029 Plan 9-12-24
2. Clive Strategic Plan Summary 2024-2029-2039
3. Clive Strategic Plan Action Agenda 2024-2025

RESOLUTION NO. _____

RESOLUTION APPROVING THE CLIVE 2024-2029 STRATEGIC PLAN

WHEREAS, the City approved a new strategic plan in 2012; and

WHEREAS, over the past month the City has worked through an update to the previously approved strategic plan; and

WHEREAS, a five year strategic plan outlining specific goals, objectives and action steps is now before the City Council ; and

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa that the Clive 2024-2029 Strategic Plan attached hereto is hereby approved.

PASSED AND APPROVED this 12th day of September, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

STRATEGIC PLAN 2024 → 2029 → 2039

DRAFT



Clive, Iowa
August 2024

Lyle Sumek Associates, Inc.
411 N New River Drive, E502
Fort Lauderdale, FL 33301

Phone: (386) 246-6250
E-mail: sumekassoc@gmail.com

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STRATEGIC PLANNING FOR THE CITY OF CLIVE

Strategic Planning Model for the City of Clive

Value-based principles that
describe the preferred
future in 15 years

VISION

Destination
“You Have Arrived”

Strategic goals that focus
outcome-based objectives and
potential actions for 5 years

PLAN

Map
“The Right Route”

Focus for one year – a work
program: policy agenda for
Mayor and Council,
management agenda for staff;
major projects

EXECUTION

Itinerary
“The Right Direction”

Principles that define the
responsibility of City
government and frame the
primary services – core service
businesses

MISSION

Vehicle
“The Right Bus”

Personal values that define
performance standards and
expectations for employees

CORE BELIEFS

Fuel
“The Right People”

CLIVE VISION 2039

Clive Vision 2039

CLIVE 2039

is a *BEAUTIFUL and SAFE* ^(A)
City with *GREAT RESIDENTIAL NEIGHBORHOODS.* ^(B)
through Buildout

CLIVE 2039

provides *EXCEPTIONAL FAMILY LIVING* ^(C)
and *OPPORTUNITIES FOR PERSONAL WELLNESS.* ^(D)

CLIVE 2039

has the *DISTINCTIVE CLIVE GREENBELT,* ^(E)
and a *REVITALIZED 86th CORRIDOR/NEIGHBORHOOD.* ^(F)

We take *PRIDE IN CLIVE!* ^(G)

Clive Vision 2039

PRINCIPLE A

BEAUTIFUL AND SAFE

► Means

1. Well-designed, well-maintained city infrastructure, entrances, streetscapes, ROW, and parks
2. Well-maintained major corridors and neighborhoods
3. Residents feeling safe and secure at home, in the neighborhood and throughout the Clive community with no tolerance for crime
4. Property owners taking responsibility for their buildings, homes and landscaping meeting city standards and codes
5. Timely response to emergency calls for service or assistance
6. Public art throughout the City
7. Trees preserved and replaced
8. Attractive buildings and commercial areas that are designed for beauty and are well maintained
9. Well-maintained landscapes: homes and commercial areas

PRINCIPLE B

GREAT RESIDENTIAL NEIGHBORHOODS

► Means

1. Variety of well-planned distinctive neighborhoods
2. Full range of high-quality homes for different lifestyles and generations
3. High percentage of homeownership
4. Northern neighborhoods developed as a new planned neighborhood with large homes (north) and traditional homes (south) with limited neighborhood retail
5. Linked to Clive Greenbelt and trail system
6. Well-maintained community spaces and infrastructure
7. Easy access to shopping and community amenities
8. Strong neighborhood associations working with residents and the City

PRINCIPLE C

EXCEPTIONAL FAMILY LIVING

► Means

1. Great place to raise children
2. Housing for grandparents to live near their grandchildren
3. Family-oriented recreational programs and activities for all generations
4. Children are safe in their neighborhood and at school – no concern for parents
5. Quality educational programs and services through the city library
6. Pet-friendly parks and amenities
7. Home offices with parents able to work at home
8. Preferred place for family living in Des Moines region
9. High-end apartments: well-designed, with amenities

PRINCIPLE D

OPPORTUNITIES FOR PERSONAL WELLNESS

► Means

1. Community valuing and supporting personal wellness
2. Convenient access to quality medical and healthcare services
3. Facilities and programs for personal fitness and wellness – biking, running, walking, exercise
4. Opportunities for outdoor and indoor personal exercise
5. Strong faith-based institutions
6. Availability of local fresh food for healthy choices
7. Integrating body, mind and spirit
8. Library outreach to meet the needs of the community and residents
9. Parks with amenities meeting community needs
10. Adequate space for recreational programming and activities

PRINCIPLE E

DISTINCTIVE CLIVE GREENBELT

► Major Access Points

- a. University Blvd: Mixed Use Development
- b. 86th: Urban Neighborhood – Retail
- c. Country Club Blvd. Dam: Public Access
- d. Brownell Sports Complex: Walnut Creek Little League Field and Park
- e. Emerald Isle: Retail
- f. Northern Neighborhoods: Natural Area
- g. Campbell Park: Park and Recreation

► Means

1. Greenbelt connections throughout the city (and cooperation with other cities)
2. Regional trail in a natural, beautiful setting
3. Public access and enjoyment
4. Greenbelt – Clive branded with wayfinding signs, including NW neighborhood
5. Well-maintained Greenbelt at a high-quality level
6. Business development along the Greenbelt
7. Greenbelt Trail connected through Country Club
8. Community focal point at 114th: venue with a variety of amenities

PRINCIPLE F

REVITALIZED 86th CORRIDOR/NEIGHBORHOODS

► Means

1. Reputation as a “great neighborhood”
2. Neighborhood parks with a variety of activities and equipment
3. Vibrant corridor that is pedestrian friendly and walkable with Greenbelt link
4. Variety of retail and restaurants
5. Enhanced public safety facility with community meeting rooms/space
6. Well-maintained businesses, livable homes and apartments that are increasing in value
7. Enhanced public transportation connections
8. City public investments in the neighborhood
9. Major corridor with design standard (with West Des Moines and Urbandale)

PRINCIPLE G

PRIDE IN CLIVE

► Means

1. Positive reputation for the Clive community in the Des Moines metro area
2. Strong community and neighborhood events and festivals with active participants
3. Residents, businesses and community organizations participating in and contributing to the Clive community
4. Public gathering places throughout the community
5. Residents taking pride in saying “I live in Clive” – strong sense of community and small-town feeling
6. Clive becoming residents’ “hometown”

CLIVE CITY GOVERNMENT **OUR MISSION**

Clive City Government Our Mission

OUR MISSION is to provide

**HIGH QUALITY, CUSTOMER VALUED
MUNICIPAL SERVICES** in a

FINANCIALLY RESPONSIBLE MANNER

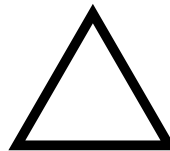
through a **DEDICATED WORKFORCE**

resulting in **SATISFIED CUSTOMERS**

and a **SUSTAINABLE CLIVE COMMUNITY**

**COST-
EFFECTIVE
DELIVERY**

**FORWARD
THINKING**



**CONTINUOUS
IMPROVEMENT**

Clive City Government

Our Mission

PRINCIPLE 1

HIGH QUALITY, CUSTOMER VALUED MUNICIPAL SERVICES

► Means

1. Understanding and defining customer expectations: service and value
2. Balancing customer expectations and willingness to pay
3. Delivering an appropriate level of service – avoid over delivering
4. Maintaining the Clive community quality of life
5. Providing a timely response to customer requests

PRINCIPLE 2

FINANCIALLY RESPONSIBLE

► Means

1. Defining core city services, service priority and service levels
2. Maintaining financial reserves consistent with city policies and national standards
3. Acting as a steward of the public resources
4. Clean Audit (every year)
5. Strategic investing in the repair and replacement in the City's infrastructure and facilities
6. Maintaining bond rating: AA₂
7. Providing appropriate resources to support defined city services
8. Spending less than available resources

PRINCIPLE 3

DEDICATED WORKFORCE

► Means

1. Maintaining positive labor-management relations
2. Developing a talented workforce with skill sets for their position
3. Hiring, retaining top quality employees
4. Having fair, competitive compensation
5. Acting with Clive Team S-P-I-R-I-T
6. Operating in an environment that emphasizes continuous improvement
7. Having city employees committed to serving the Clive community

PRINCIPLE 4

SATISFIED CUSTOMERS

► Means

1. Understanding the needs and managing expectations of the customer
2. Striving to exceed/meet customer expectations
3. Providing city service in a friendly, helpful manner
4. Providing a timely response: emergency and non-emergency
5. Dealing with customers honestly and fairly
6. Developing methods for measuring customer satisfaction
7. Customers share their positive experiences with others

PRINCIPLE 5

SUSTAINABLE COMMUNITY

► Means

1. Quality, well-maintained city infrastructure and facilities
2. Revitalizing major corridors and commercial areas
3. Maintaining a beautiful and safe community – protecting property values and reputation
4. Preserving unique neighborhoods with quality housing
5. Developing, enhancing Clive community identity, pride and spirit
6. Recreating, enhancing the quality of life in Clive – reason we live here
7. Preserving Clive as the Premier Residential Community in the Des Moines region
8. Defining, redefining and refining Clive’s vision and goals
9. Leaving Clive better than when we arrived

PRINCIPLE 6

COST-EFFECTIVE DELIVERY

► Means

1. Knowing the true cost of city services
2. Looking for and implementing ways to reduce the cost-of-service delivery
3. Evaluating service delivery options: city as the provider, partnering, contracting
4. Reducing service duplication within the City operations
5. Value engineering city service delivery to defined service level
6. Developing metrics for measuring services

PRINCIPLE 7

FORWARD THINKING

► Means

1. Identifying new, innovative approaches to city service delivery
2. Planning for city infrastructure, facilities and services
3. Understanding national trends and changing customer patterns and apply to the Clive community
4. Taking calculated risks – experimenting with a new idea/concept
5. Understanding their role and developing creative ideas and concepts to improve organization
6. Challenging current practices and the status quo

PRINCIPLE 8

CONTINUOUS IMPROVEMENT

► Means

1. Defining the outcomes and evaluating the processes
2. Determine areas for the most productive improvements – return of investment
3. Identifying and implementing ways to improve processes and expand capacity
4. Identifying and implementing ways to add value to better serve our customers
5. Reducing duplicated processes and services
6. Acting as champion for an organizational culture of process improvement

CLIVE CITY GOVERNMENT CORE BELIEFS

Clive City Government Core Beliefs

CLIVE TEAM

*We **S**erve*

*We are **P**roductive*

*We act with **I**ntegrity*

*We take **R**esponsibility*

*We are **I**nnovative*

*We practice **T**eamwork*

Clive City Government Core Beliefs – Definition

BELIEF 1

SERVE

► Means

1. Listening in Clive’s customers – their needs, concerns and expectations
2. Striving to exceed based upon our customers’ expectations
3. Developing, using service metrics to measure the quality of your service
4. Acting in a polite, courteous, fair and friendly manner
5. Looking for better ways to serve our customers
6. Looking for ways to say “yes”
7. Demonstrating in daily activities and actions a commitment to serve others
8. Providing a timely response to a service request
9. Making decisions on the best available data
10. Providing the best service possible

BELIEF 2

PRODUCTIVE

► Means

1. Planning work activities to maximize available resources
2. Taking a proactive approach – not satisfied with today, anticipating and taking the initiative
3. Taking pride in your work “product” putting your name on it
4. Completing tasks or assignments on time, within/below budget
5. Maintaining/enhancing knowledge and skill sets
6. Evaluating outcomes, learning to be better tomorrow
7. Knowing the “best practice” in your field and applying to Clive
8. Going the extra mile; giving the extra effort
9. Making decisions on the best available data
10. Showing up on time and prepared for work
11. Providing accurate, thorough reports and information

BELIEF 3

INTEGRITY

► Means

1. Acting in an ethical, honest manner – above question
2. Acting in a professional manner – meeting or exceeding professional standards
3. Delivering on commitments and promises – following through
4. Respecting others as a person, their ideas and opinions – treating others the way you want to be treated
5. Doing the right thing the first time – when no one is looking
6. Being loyal to the city and the Clive community
7. Providing an open, direct answer to a question
8. Telling the truth – being honest
9. Presenting unbiased, analytical reports with recommendations based on merits
10. Giving your best effort in the circumstances provided

BELIEF 4

RESPONSIBILITY

► Means

1. Taking personal responsibility for your actions, decisions, behaviors
2. Holding self and others accountable for the results
3. Taking ownership in the city and your job
4. Connecting the dots – vision, goals, mission linked to decisions and actions
5. Knowing and using Clive’s vision, goals, mission and core beliefs
6. Solving the problem or referring the customer to the person who can take responsibility
7. Learning from setbacks or “failures” and not repeating mistakes
8. Addressing issues – no whining or complaining
9. Making timely decisions in your area of responsibility

BELIEF 5

INNOVATIVE

► Means

1. Having an open mind to new ideas or approaches
2. Anticipating problems and developing solutions
3. Taking steps to improve organization processes
4. Looking to the future – forward thinking, not satisfied with “status quo”
5. Looking for ways to add value to our customers and our community
6. Linking process to outcomes for the community and customers
7. Identifying, evaluating and presenting new ideas or concepts
8. Trying a new idea in your daily activities
9. Coming up with a new way of conducting the city business

BELIEF 6

TEAMWORK

► Means

1. Looking at the “big picture” – avoiding “tribalism” and “silos”
2. Using the City’s goals and mission to guide team and individual actions
3. Focusing on “We” rather than “I”
4. Knowing your role, responsibilities and performance standards
5. Communicating and keeping others informed
6. Actively participating on a work team or project team
7. Looking for opportunities to engage or involve others
8. Taking time to celebrate city successes and their value to the Clive community
9. Working with others – departments, work units, community
10. Placing employees where they have a likelihood to be successful

CITY OF CLIVE PLAN 2024 – 2029

City of Clive Goals 2029

Financially Sound City Providing Services Valued by the Community



Resilient City Facilities and Infrastructure



Revitalized 86th Street Neighborhoods



Great Place to Live: The Premier Location for Families



Distinctive Clive Greenbelt

Goal 1

Financially Sound City Providing Services Valued by the Community

OBJECTIVES

1. Maintain sufficient cash reserves and appropriate budgeting practice to be resilient to community shocks
2. Maintain an excellent bond rating reflecting a responsible debt level consistent with City policies
3. Leverage city resources through partnerships, grants and shared services / facilities with other entities
4. Deliver City services in the most cost-effective and efficient manner, including virtual services
5. Have responsible, competitive, low tax burden for Clive residents and businesses – “best deal” in Des Moines metro area
6. Have competitive compensation and benefits, and programs for recruiting and retaining highly skilled City workforce
7. Prepare for Clive’s financial future
8. Adapt City services to ensure fairness to all residents and to create an environment for residents to thrive

VALUE TO RESIDENTS

1. Value for their tax dollars and fees
2. Confidence in responsible financial stewardship by city leaders and managers
3. City services delivered in a professional, courteous personal manner
4. Timely and effective response to a call for service-emergency and non-emergency
5. City employees dedicated to serving the Clive community

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Developing and supporting a long-term, sustainable financial model balancing services, service levels and revenues in light of inflationary trends, uncertain interests rates, and long-term economic changes
2. Actions by the Iowa State Legislature pre-empting the City's ability to manage municipal finances and development, including a potential hard cap
3. Balancing major projects funding with funding current services
4. Managing employee costs: salaries, benefits-pensions, health insurance and part-time seasonal wages in a highly competitive employment market
5. Approaching buildout and the impacts on future City tax base and revenues
6. Addressing the increases in City operating costs
7. Expanding resources to pursue and manage grants
8. Identify realistic opportunities and developing a policy framework to utilize AI as a tool for service delivery and project management

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Staying focused on a core number of community projects and initiatives, not stretching our City staff capacity too thin where we are not able to complete priority projects but only make little progress on many projects.
2. Continuing to stay up to date with ever-changing cyber security threats and matching insurance coverage to mitigate those threats
3. Partnering and collaborating with other local governments and the community for City service delivery partnering and collaborating with other local governments and the community for City service delivery
4. Communications with diverse populations
5. Leveraging external regional projects for community benefit
6. Encouraging community and residents involvement and participation in decision making and governance processes
7. Defining Clive's future leadership position and role in a rapidly growing and changing Des Moines metropolitan area
8. Growing our own City employees through retention and training
9. Increasing open records requests with changes in legislation, including police video
10. Aging population – do we have the right mix of services and housing options to support an older community
11. Addressing the differences in City and services perceptions – east vs. west
12. More complex projects testing the City's organizational capacity

POLICY ACTIONS 2024 – 2025

	Priority
1. Financial “Dip” Plan: Report with Options and Recommendations, Direction, Funding and City Actions	<i>Top Priority</i>
2. Clive’s Regional Role: Discussion and Framework for the Future	
a. CIWW	
b. Bravo	
c. Catch Des Moines	<i>Top Priority</i>
d. Partnership/Dallas County Development Alliance	
e. Iowa League	
3. Comprehensive Financial Policy and Strategy: Report, Direction and Tax Rate (including Capital Equipment Revamp: Financial Adjustment and Decision)	<i>Top Priority</i>
4. Grant Funding Strategy: Update, Direction, Staff Capacity/Resources, and City Actions	<i>High Priority</i>
5. Leisure Services Sign-Up System: Direction, Funding and Implementation	<i>High Priority</i>

POLICY ACTIONS 2024 – 2025

	Priority
6. State Agenda Advocacy and Lobbying: Goals, Key Issues, Direction and City Actions (Including Financial Impacts of State Actions)	<i>Moderate Priority</i>
7. GIS Tech New Position: Direction and Funding	
8. Police Staffing: Update Report, Options and Direction	
a. CIT Direction	
b. Computer Forensics	
9. Service Collaboration Strategy and Actions Plan: Opportunities, Potential Partners, Direction and City Actions	

MANAGEMENT ACTIONS 2024 – 2025

	Priority
1. City Texting Platform to Disseminate Information to Clive Residents, Businesses, and Other Subscribers: Recommendations, Direction and Implementation	<i>Top Priority</i>
2. Fire-EMS Collaboration with Urbandale – Apparatus Sharing and Community Paramedicine 28e Agreement: Development and Adoptions	<i>Top Priority</i>
3. Collective Bargaining and Negotiations: Direction and Contract Approval	<i>Top Priority</i>
4. Non-Union Compensation: Study Budget FY 25-26 Funding	<i>High Priority</i>
5. New Utility Billing Rate Structure and Process Improvements: Clean Up Customer Accounts, ERU Policies, Chapter 8 Ordinance Adjustment and Implementation	<i>High Priority</i>

MANAGEMENT ACTIONS 2024 – 2025

	Priority
6. Westcom New Dispatch Facility: Financing Options and Policy Direction	<i>High Priority</i>
7. City Government Buildout Staffing Levels: Presentation with Findings and Options, Direction and City Action Plan	<i>Moderate Priority</i>
8. Management and Employee Succession Planning Program: Update Report	
9. Recreation Revenue Recovery Policy: Direction	
10. Snow Removal Policy and Related Ordinances: Best Practices, Review and Direction	

MANAGEMENT IN PROGRESS 2024 – 2025

1. Citywide Process Improvements: Departmental Reports
2. Regular Quarterly Email Phishing Campaigns
3. Executive Team – Team Member Transitions/Retirements, Relationship Building, etc.
4. Police Short-Term Critical Staffing Shortages with Creative Scheduling and Overtime.
5. Public Works Certification – Water Distribution, Sewer Collection, Traffic Technician, and Ops Specialist Completion
6. Quarterly Supervisory Training Program
7. Mentoring and Developing Human Resources Specialist and Human Resources Administrative Specialist
8. Human Resources Roadshow and Office Hours
9. Dallas County Referendum – Public Education Campaign: Development and Implementation
10. Westcom Support – Fiber Connectivity Project: Completion
11. Fire NFPA Physicals Add Cancer Screenings
12. Computer Replacements: Completion
 - a. Fire
 - b. Police
13. Lucity System/Asset Management Implementation: Parks
14. Staff CDL Training Program: Development and Implementation
15. Recruitment and New Employee Orientation Process Improvements: Completion
16. Voice-to-Cloud System with RingCentral: Implementation
17. City-State Legislative Agenda 2025: Approval
(DECISION)
18. Police Leadership Transition: Update and Direction

MANAGEMENT IN PROGRESS 2024 – 2025 (continued)

19. Records Management: Preparation for Move/City Hall Remodel
20. Onboarding Seasonal Employees Process Improvements: Completion (with Leisure Services)
21. Employee Committees Reorganization: Completion
22. GIS Department Future Planning
23. Technology/Information Annual Security Penetration Testing: Annual Update Report on New Initiatives and Mitigation Actions
24. City Training Plan and Start Implementation: 2024-2025 Plan Implementation
25. Financial Audit FY 23-24 Completion
26. Annual Capital Improvement Plan 2025: Update
27. Disaster Recovery/Business Continuity of Operations Framework: Document
28. Employee Benefits and Annual Safety Fair: Implementation
29. Back-Up Data Center: Implementation
30. Utility Billing Payment Options: Research and Report
31. Transition from Broker TrueNorth to IGCHP (including Flex and Health Insurance)
32. Public Works Facility Wi-Fi Network Improvements
33. EMS Write Off Data
34. Community Engagement: Annual Report and Plan
35. Fire Staffing Levels/Makeup New Standards: Implementation
36. City Led Community Volunteer Program: Update Report
37. Technology Subject Matter Experts Development

**MANAGEMENT IN PROGRESS 2024 – 2025
(continued)**

38. Development Review Process Improvement – Multi-Department, Facilitated/Lead by ACM
39. Electronic Utility Bills: Policy, Direction
40. GeoHub / Map Center Centralization
41. Service Work Order Mobile App: Implementation
42. Annual Performance Evaluation Process Adjustments, Implementation
43. Fire All FT Staff: Solidification of Roles and Responsibilities: Update
44. Public Safety Radio Replacement: Completion
45. Moving the Library Circulation System from an In-House Server to Innovative Cloud Hosting: **FY 25-26 Funding Decision**
46. Public Safety Staff Recruitment/Retention Strategy: Continued Implementation
47. Budget FY 25/26: Development
48. Cross Training between Administrative Services and Community Development for City Hall Reception: Completion
49. City-Federal Legislative Agenda 2025 Approval **(DECISION)**

**MANAGEMENT IN PROGRESS 2024 – 2025
(continued)**

50. 2024B/2025A Bond Sales: Completion (Including Bond Rating)
51. Clive’s Various e-Newsletters Standardization and Electronic Version of the Monthly Utility Newsletter: Direction and Implementation
52. GIS System Upgrade
53. Breach Reporting Plan and Incident Response Team: Update
54. Employee Handbook: Annual Update
55. Fire Department Strategic Plan: Implementation
56. Fire Officer Development Program (All Officers)
57. Fire Company Officer Development Program (Acting Officers In Charge’s)
58. Fire Executive Leadership Development/Class/Course/Retreat
59. Fire Vehicle Spec Process (320)
60. Safety Training Program: Development (with Incident Review)
61. Part-Time to Full-Time Library Staffing – 2nd Conversion: Completion
62. City Council Elections – Candidate Support/Information, Update City Councilmember Orientation Guide
63. Three New Police Officers: Hiring and Training
64. Partial Special Census 2025: Completion

ON THE HORIZON 2025 – 2029

1. Information Technology “Utility”: Best Practices, Report with Options and Directions
2. AAA Bond Strategy: Outcomes, Report with Options, Direction and City Actions
3. Data Privacy: Analysis of Impact, Report with Options and Direction
4. Diversity Equity and Inclusion Policy and Program: Definition, Council Role, Direction, Community Conversation, Community Actions and City Actions
5. Central Iowa Water Works: Rate Structure
6. City Services Comprehensive Review: Inventory, Evaluation, Community Needs, Report and Direction
7. City of Clive.com/Website: Direction
8. Technology Infrastructure Leadership Strategy/Plan: Goals – Leader in the State, Proactive Anticipating the Future, Options, Direction, Actions and Funding
9. Community Survey Follow-Up: Major Themes, Options, Direction and City Actions
10. DART Future: Update and Direction
11. Financial Reserves Policy: Review and Amendment
12. Social Services: Needs Assessment, City Role, Partners, Options Direction, Funding and City Actions
13. Community Health Coordinator Position: Direction and Funding
14. Mini-Standards of Coverage Audit (Clive Central Station): Policy Direction and Funding

Goal 2

Resilient City Facilities and Infrastructure

OBJECTIVES

1. Renovate and upgrade parks, playgrounds and trails
2. Have well-designed streets maintained consistent with City adopted policy based upon condition, traffic type and traffic volume
3. Have effective regional and local water resources management for flood protection, water quality and other community objectives
4. Increase water conservation through actions by property owners
5. Upgrade/maintain City infrastructure: integrated water, sewer, stormwater and streets
6. Upgrade and have well-maintained green/resilient City infrastructure – bio-tech cell, rain garden, regional stormwater BMP, etc.
7. Upgrade and have well-maintained privately owned water resources infrastructure
8. Invest in and encourage community to use alternative energy sources
9. Be prepared as a City and private-property owners for the impacts due to changes in the climate
10. Balance vehicle needs and pedestrian/bike needs

VALUE TO RESIDENTS

1. Protection and enhancing property values
2. More choices for your leisure time in Clive
3. Opportunities for a healthy life style and living
4. Travel on quality roads with predictable travel times
5. Convenient access to user-friendly facilities that are responsive to community needs and expectations
6. Secure future water supply
7. City invest in a resilient future – community and City government

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Funding for competing capital projects with limited resources and deferred projects
2. Identifying and funding for stormwater improvements operations and projects
3. Addressing impact of climate change including the increased frequency of wind, drought and extreme weather events
4. Funding operation and maintenance of existing and new City infrastructure: roads, parks, green infrastructure, natural areas, trees, trails, and utilities
5. Maintaining publicly-owned ponds and creek and managing expectations
6. Managing traffic flow along the Hickman Road corridor, especially during the construction of the Interchange and detour routes
7. Addressing deferred maintenance and increasing public infrastructure maintenance/replacement costs
8. Pursuing grants and funding for City infrastructure projects
9. Having sufficient source water/drinking for water consumption

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Balancing funding for today's services and investing in the future City facilities and infrastructure
2. Declining condition of older parks, trails and leisure facilities
3. Collaborating with other cities, counties and agencies on water management in the Walnut Creek Watershed
4. Preparing for the introduction of EV infrastructure – public and private
5. Flat or potential decline in road use funding revenues
6. Maintaining the City staff expertise and knowledge in light of upcoming retirements
7. Addressing alternative energy sources for City facilities
8. Adjusting City specifications and development standards to create resilient infrastructure
9. Managing fiber and cable infrastructure on right-of-way with restriction
10. Addressing trees as public infrastructure
11. State of Iowa making it increasingly difficult to manage stormwater

POLICY ACTIONS 2024 – 2025

	Priority
1. Hickman Road/I-35 Interchange Project (IDOT Project): Community Impacts, Communications, Monitoring and City Actions	<i>Top Priority</i>
2. Alice’s Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding	<i>Top Priority</i>
3. Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report with Options, Direction and Funding	<i>High Priority</i>
4. Publicly-Owned Pond Maintenance Policy Refinement: Direction (including Shadow Creek)	
5. Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions (Including Wind Event Operations)	
6. Street Service Level and Projects Strategy: Update PCI Data, Update Study, Prepare Recommendation	
7. Sidewalk Safety Program: Implement and Updated Ordinance	
8. Median Safety Ordinance/Roadside Solicitation: Direction and Development	

MANAGEMENT ACTIONS 2024 – 2025

	Priority
1. City Hall Remodel Project: Completion	<i>Top Priority</i>
2. Polk County Hazards Mitigation Plan: Development, Engagement and Adoption	<i>High Priority</i>
3. Water Resources Master Plan Implementation: Policy on Compliance , SF 455 Direction	<i>High Priority</i>
4. University Boulevard Pump Station Relocation Project: Grant application, Design and Funding	
5. Plan for Converting Radio to Fiber Communications in Water Distribution System: Direction and Funding	
6. Public Works Lobby Security and Breakroom Remodel: Direction	
7. Right-of-Way Management Policy: Report and Direction	
8. Herbicide and Pesticide Policy: Report and Direction (MS4 Review)	

MANAGEMENT IN PROGRESS 2024 – 2025

1. Large Meter Replacement
2. Clive Detention Basins and Ongoing Development of Repair and Retrofit Schedule Inspection
3. Clive Public Safety Center: Maintenance Plan
4. Clark Street Pilot Green Infrastructure Evaluation After Action Report
5. Lead/Copper Service Line Inventory Survey: Completion
6. Berkshire Boston Parkway Tree: Update Report
7. “Traffic Not Stopping at Stop” Signs Policy: Direction
8. Alices Road ROW Demolitions: Completion
9. MS4: Annual Reporting, Annual Inspection, Process Improvement
10. Indian Hills Woods Flood Mitigation Grant Application
11. Development Infrastructure Policies/SOP (Water, Sewer, Streets and Stormwater): Review and Refinement
12. Information Handout for Private Improvements
13. Metro Park West Flood Hazard Mitigation Plan: Implementation (Grant Funded)
14. 5-Year Implementation Plan of Recommendations of 2016 Watershed Master Plan: Creation
15. Work Order System for Facilities: Direction and Funding
16. Railroad Crossing Swanson Rehabilitation: Evaluation Report
17. Stormwater Sewer Sheds Development: Review

MAJOR PROJECTS 2024 – 2025

1. Annual Soil Quality Restoration (SQR) Citywide Cost-Share Project: Completion
2. New ATC Cabinet: Installation
3. Clark and NW 101st Crosswalk Replacement: Completion
4. Traffic Cabinets with ATC Cabinets Replacement: Funding
5. Annual Street Light LED Revamp: Completion
6. Annual Walk/Don’t Walk Countdown Signals: Installation Completion
7. Public Works/MWA Recycling Pad Signage: Completion
8. Annual 2024 Pavement Rehabilitation Projects: Completion
9. Hickman Road and NW 161st Phase 2 Project – SE Legacy Pointe Boulevard: Design and Construction (in Coordination with the City of Waukee)
10. NW 99th Court Reconstruction: Construction
11. Emerald Isle Drive Reconstruction – consultant coordination and final design (Houston Engineering)
12. Annual Stormwater Restoration Projects: Completion
13. VLANS for Upgraded Wifi and Security Cameras at Public Works: Completion
14. Annual Sewer Lining Projects: Completion
15. Park Maintenance Lean-to: Construction

**MAJOR PROJECTS 2024 – 2025
(continued)**

16. Automatic Valves at 86th St, and 118th Street Vaults. 86th and 118th Valves Replacement
17. NW 114th Street Reconstruction: Construction
18. Annual Clive Street Light Painting: Completion
19. Flashing School Safety Systems at Douglas Avenue Shuler Elementary Waukee Replacement Project: Completion
20. Public Works Site Improvements: Design and Approval
21. Forest Avenue Water Main Replacement: Completion
22. NW 142nd and University Intersection Replacement: Completion
23. Street Light Cabinets on 86th Street Replacement: Completion
(2)

ON THE HORIZON 2025 – 2029

1. In-Lieu Program for Stormwater Compliance on City Projects (i.e., Regional Facility Identification)
2. West Des Moines University Stormwater Agreement Compliance Resolution: Direction and Funding
3. Parkway Tree/Maintenance: Option, Direction and Funding
4. Indian Hills Woods Flood Mitigation Plan Technical Assistance: Direction and Grant Application
5. Extreme Weather Events Action Plan: Opportunities Identification, Options, Best Practices, Direction and City Actions

Goal 3

Revitalized 86th Street Neighborhoods

OBJECTIVES

1. Revitalize Linnan Park responsive to the needs of the neighborhood and serving as a catalyst for private investment
2. Have a successful library/community center offering multi-generational services, programs and activities for neighborhood residents
3. Leverage (short term and long term) the land acquired in the University Blvd Flood Buyout area for neighborhood benefit
4. Have an improved mobility experiences for all residents (safe, convenient and interesting)
5. Have a variety of quality housing opportunities with modernized/updated homes and multi-family housing and new affordable housing options
6. Reduce University Boulevard flood risk through property acquisition
7. Connect neighborhoods to the Clive Greenbelt with effective wayfinding signage and trail connections
8. Have an engaged neighborhood (residents, businesses and property owners) taking ownership in their community
9. Have joint projects, communications tools, and services with the West Des Moines School District

VALUE TO RESIDENTS

1. Increasing City revenue through the protection of property values
2. Developers and property owners investing and partnering on projects to enhance the 86th neighborhoods
3. Sense of pride in the 86th neighborhoods
4. Equitable delivery of services and activities to enhance the quality of life of residents
5. Reduction of costs associated with increasing flood risk
6. Linnan Park serving as a neighborhood asset and catalyst for private sector reinvestment
7. Services, amenities and activities responsive to the unique needs of the 86th neighborhoods

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Future for Harbach Center – shared vision and direction
2. Connecting the neighborhood to the Greenbelt Trail and locating trail corridor in property owners' property
3. Political will and staff commitment to following through with the Vision and principals of the 86th neighborhood plan
4. Having a viable economic strategy and housing toolkit focusing on 86th neighborhoods
5. Defining the City's role in revitalizing the 86th Neighborhoods
6. Accepting an increase in gentle density
7. Willingness to use broad range of tools including condemnation and other less familiar actions for community benefits
8. Maintaining affordability in the neighborhoods for current residents

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Leveraging City resources – chasing outside dollars
2. Working with property owners, negotiations and partnerships
3. Communications and connecting with neighbors to understand City role and actions
4. Diversity of neighborhood and connecting with residents
5. Building relationship and trust with neighborhoods and residents
6. Achieving vertical mixed-use development in the 86th neighborhoods
7. City staff capacity and resources limitations
8. City intervening in real estate market place that has not hit bottom

POLICY ACTIONS 2024 – 2025

	Priority
1. Harbach Center: Vision Concept and Operations, Partnership with West Des Moines School District and Update Report on Experience	<i>Top Priority</i>
2. 82 nd Trail Connection: Land Acquisition, Design and Funding	<i>Moderate Priority</i>
3. 86 th Street Neighborhoods Revitalization Plan: Neighborhood Activation	
4. Major Property Future Direction: Goals/Outcomes, Continued Dialog and Direction	

MANAGEMENT ACTIONS 2024 – 2025

	Priority
1. Linnan Park: Final Design and Construction a. Linnan Park Redevelopment b. Harbach Boulevard – Phase 2 Concepts c. Stormwater Plan	<i>Top Priority</i>
2. City-Owned Flood Buyout Property Strategy (Short-Term Reuse): Direction and Implementation Temporary Park	<i>Top Priority</i>
3. University Flood Mitigation Plan: Implementation	<i>High Priority</i>

MANAGEMENT IN PROGRESS 2024 – 2025

1. State/Federal Lobbying and Grants for 86th Corridor Projects
2. Clive Historic Society Assets Transfer and “Mothball” Facility: Completion
3. Harb District 1/Harbach Blvd Stormwater Pilot Program: Re-Evaluation and Direction
4. Safety Review of 90th Street Trail Connection: Assessment, Modification and Funding

MAJOR PROJECTS 2024 – 2025

1. Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th Preliminary Design (Smith Group and V&K).

ON THE HORIZON 2025 – 2029

1. 86th Corridor Urban Renewal Plan Update: Completion
2. Short-Term Mobility Improvement Project(s): Direction and Funding (Crosswalks, Sidewalks, etc.)
3. 86th Street Housing Strategy and Programs Development: Definition, Partnership and Budget: Direction, Funding and Actions
4. Neighborhood Access to Greenbelt: Update, Direction and City Actions (Commercial Property Access to Greenbelt)
5. 86th Street Neighborhoods Mobility Grant: Phase 1

Goal 4

Great Place to Live: The Premier Location for Families

OBJECTIVES

1. Upgrade current existing parks and playgrounds
2. Develop Northwest area consistent with City vision and plans
3. Have a range of housing options for residents – ownership and rental, attached and detached
4. Recognize as a welcoming community for all family generations
5. Have a great library with exceptional programs and services with outreach to the entire community
6. Have strong community events and programming that bring our community together – residents meeting residents
7. Provide resources and tools to uplift residents
8. Have safe and healthy community, including physical and mental health
9. Understand and address the differences in perceptions and opinions of City services among Clive residents

VALUE TO RESIDENTS

1. Enhanced single-family home values
2. Convenience with easy access to leisure and recreational activities and programming
3. Neighbors knowing and helping neighbors and contributing to a better Clive community
4. Choice of great neighbors and quality homes
5. Taking pride in saying "I live in Clive"
6. Residents having a sense of shared responsibilities for the Clive community and their neighborhoods

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Aging housing stock needing maintenance and upgrade
2. Need to increase range of housing choices and price points – mixed-use, multi-family, smaller homes, renovated/modernized older homes, new larger homes, accessory dwelling units (ADU)
3. Impacts of Accessory Dwelling Units (ADU) policies/regulations implementation
4. Increasing traffic volume and limited road capacity/rightsizing road capacity for traffic volume
5. Addressing the increase number of single-family rental housing
6. Defining the City’s role: degree of regulations/enforcement in shaping development and redevelopment
7. City role and owner responsibility in addressing public and private-owned trees to expand the canopy
8. Rightsizing rental housing program
9. Aging tree canopy and the lasting impacts of emerald ash borers

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Expectations of future development and infill implementation
2. Development and partnership to have options and services for mental health needs – suicide, opioids, etc.
3. Collaborating and partnering with City of Urbandale, City of West Des Moines, City of Waukee and others municipalities
4. Updating Building Codes – more sustainable buildings and potential State of Iowa changing and weakening regulations
5. Defining appearance and property maintenance standards among businesses, property owners, and tenants with differing standards
6. Addressing homeless situation and understanding the impact of decisions and actions from other cities in the Des Moines metropolitan area
7. Maintaining full staffing for Police and Fire
8. Developing northwest Clive with amenities for residents
9. Willingness to make difficult decisions when confronted by resistance from residents
10. Equitable delivery of City services
11. Increasing drug use and the burden to public safety
12. Potential challenges to Library books

POLICY ACTIONS 2024 – 2025

	Priority
1. Rental Housing Registration and Inspection Program: Program Goal, Options, Direction and Funding	<i>High Priority</i>
2. Accessory Dwelling Units: Goals/Outcomes, Best Practices, Report with Options, Direction and Implementation	<i>High Priority</i>
3. Housing Preservation Strategy/Policies/Programs: Aging Housing Data Collection, Goals/Desired Outcomes, Best Practices, Options and Direction	
4. Dog Park(s): Concept, Best Practices, Options, Locations, Direction and Funding	

MANAGEMENT ACTIONS 2024 – 2025

	Priority
1. Horizon Center Development: Incremental Business Management and Greenbelt Music Festival/Camping	<i>Moderate Priority</i>
2. Aquatic Center Scholarship Program and Regional Pass: Partnership, Direction and Funding	
3. Community Rating System for Upgrade to Class 4: Completion	

MANAGEMENT IN PROGRESS 2024 – 2025

1. Development Facilitation
 - a. Dehner Distillery
 - b. Shadow Creek – Area
 - c. Emerald Isle – Area
2. Library Strategic Plan: Implementation
3. Landscape Management Plan: Development
4. Homeowner Education on Federal Energy/Efficiency Grant Program: Public Education Campaign
5. Home Show Expo 2024 – Shadow Creek West
6. Library Fine Free: Annual Report
7. Development Standards Manual/Zoning Ordinance Update: Mayor and City Council Decision
8. Neighborhood Trail Closure Gates: Installation
9. Substantial Damage/Substantial Improvement Management Plan
10. Clive Festival 2025 – 50th Anniversary
11. Home Show Expo 2024 – Shadow Creek West

MAJOR PROJECTS 2024 – 2025

1. Cirkseena Park: Completion
2. Canary Park Detention Drainage Improvements
3. Neighborhood Park Signs Annual Replacement Program: Completion – Trail/911 Safety Sign Focus
4. Campbell Park Dugouts: Funding

ON THE HORIZON 2025 – 2029

1. Alice’s Road Park Development
2. 86th/Alice Avenue Frontage: Scope and Conceptual Plan for Redevelopment
3. Activities for Young Families Expansion: Current Programs/Activities Review, Needs Assessment, Report with Findings and Options, Direction and City Actions
4. Neighborhood Park Programming Expansion: Direction and Funding
5. Comprehensive Plan Update – Post-Buildout: Direction and Funding
6. Mixed-Use Developments in Clive with Focus on 86th Street Neighborhoods: Concept Definition, Locations, Developers, Direction and City Actions
7. Horizon Event Center: Visioning
8. Property Maintenance Codes and Compliance Refinement: Goals, Best Practices, Options, Direction and Implementation
9. University Avenue Corridor Redevelopment: Outcomes/Vision, Problem Areas, Options, Direction and City Actions (in Partnership with the City of West Des Moines)
10. Water Conservation Program Development: Goals/Outcomes. Best Practices, Report with Options, Direction and Implementation
11. Renewable Energy Policies and Projects: Update, Options, Direction and City Action Plan

ON THE HORIZON 2025 – 2029 (continued)

12. Economic Development Contract with Greater Dallas County Development Alliance: Goals/Outcomes, Performance Metrics, Scope of Services, Agreement Development and Direction
13. Affordable Housing Policies: Definition – Affordable, Best Practices, Goals for Clive, Options, City Role and Direction
14. Electric Charging Stations Policies/Regulations: Goals, City Role, Best Practices, Options, Direction and City Actions
15. Columbarium Project: Concept Definition, Goals, Best Practices, Cemetery Legal Regulations, Options/Locations, Potential Partners, Direction, Funding and City Actions
16. Food Insecurity: Problem Analysis, City Role, Partners, Options, Direction and City Actions
17. Splash Pads: Options, Direction and City Actions
18. Homeless Policy/Strategy: Problem Analysis, Impacts of Regional Decision, City Role, Report Options and Direction
19. Public Art Program: Direction and Funding Mechanism
20. Residential Solar Program: Goals, Best Practices, Report with Options and Direction
21. Playground Reinvestment/Replacement Strategy: Direction and Funding
22. Aquatic Center 28E Agreements with West Des Moines: Review and Renewal

Goal 5

Distinctive Clive Greenbelt

OBJECTIVES

1. Improve flood mitigation projects and maintenance
2. Connect neighborhoods and businesses to the Clive Greenbelt with effective wayfinding signage and other enhancements
3. Improve and have ecologically sound Greenbelt natural area
4. Complete Greenbelt Landing and initial planning on Porter Shelter Area and Campbell Park Bridge
5. Expand community partnerships and funding for capital, operational, maintenance costs and funding for capital and operations items
6. Improve water quality throughout the Watershed area
7. Maximize investment from regional projects impacting the Clive Greenbelt
8. Use the Clive Greenbelt as an investment and fund raising opportunity to generate revenues to the City for maintenance, public art, etc.
9. Have residents and businesses understanding the value of and City actions associated with the Clive Greenbelt
10. Have well-maintained and safe Clive Greenbelt Trail

VALUE TO RESIDENTS

1. Preservation and enhancement of Clive’s major asset – the Greenbelt
2. Opportunities to enjoy the Greenbelt
3. Easy, convenient access to the trail and Greenbelt
4. Beautiful Walnut Creek
5. Clive Greenbelt – a major community destination
6. Clive Greenbelt – our identity and community connection/focal point
7. Healthy and ecological sound Greenbelt

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Aging, deteriorating trail needing major repairs, replacement and project funding
2. Solving connectivity problems to the Clive Greenbelt in specific neighborhoods
3. Managing expectations of adjacent property owners and Greenbelt users
4. Addressing safety issues related with speed along the trails
5. Managing water quality and flood control, including erosion
6. Seeking outside funding sources including grants, wetland banking and private fund raise
7. Vegetation control and invasive plant species and City funding

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Determining appropriate businesses at appropriate locations along the Greenbelt
2. Expectation of safe trail crossings for pedestrian and bikes
3. Developing and sustaining long-term partnerships: Nature Conservancy, Polk County Soil and Water, DNR, Polk County Conservation, ICON and other groups
4. Sustaining trail interconnectivity to regional trail system
5. Private property encroachment along the Clive Greenbelt and determining City actions
6. Regional projects impacting the Clive Greenbelt especially accessibility to the trail
7. Successful integration of the Shadow Creek neighborhoods within the Clive Greenbelt

POLICY ACTIONS 2024 – 2025

- | | Priority |
|---|---------------------|
| 1. Greenbelt Landing Project: Bid and Construction | <i>Top Priority</i> |
| 2. Little Walnut Creek Greenbelt Improvement – Streambank Restoration and Trail Extension: Design, Construction, Funding and Land Acquisition | |
| 3. Greenbelt Strategic Land Acquisition: Direction and Funding | |

MANAGEMENT ACTIONS 2024 – 2025

- | | Priority |
|--|-----------------|
| 1. Wastewater Reclamation Authority (WRA) Parallel Trunk Sewer Installation – Impacts to the Greenbelt | |

MANAGEMENT IN PROGRESS 2024 – 2025

- 1. Greenbelt Vegetation Management Study, Phase 2
- 2. Invasive Plants and Vegetation Management: Phase 1: Completion
- 3. Greenbelt Trail Education Campaign : Safety and Etiquette
- 4. Greenbelt Landing Individual Donor (Goal: \$100,000)

MAJOR PROJECTS 2024 – 2025

- 1. Annual Greenbelt Trail Maintenance Projects (73rd – 100th)

ON THE HORIZON 2025 – 2029

- 1. Encroachments Policy/Strategy/City Actions: Problem Analysis, Report with Options, Degree of Aggressiveness and Direction
- 2. Stream Buffer Ordinance: Adoption
- 3. Porter Shelter: Planning
- 4. Campbell Park Bridge
- 5. Greenbelt Restoration: Phase 2
- 6. Soft Trails: Recommendations and Review
- 7. Speeding and Safety on Trail: Problems, Report with Options, Revise Ordinance Link to MAC
- 8. Bridge Jumping: Problem Analysis, Options, Direction and Implementation
- 9. City Organization Greenbelt: Maintenance/ Management/ Coordination Plan Assessment, Organization Adjustments, Performance Oversight

CITY OF CLIVE ACTION AGENDA 2024 – 2025

City of Clive Policy Agenda 2024 – 2025

TOP PRIORITY

Financial “Dip” Plan:

Report with Options and Recommendations, Direction, Funding and City Actions

Clive’s Regional Role:

Discussion and Framework for the Future

Greenbelt Landing Project:

Bid and Construction

Comprehensive Financial Policy and Strategy:

Report, Direction and Tax Rate (Including Capital Equipment Revamp: Financial Adjustment and Decision)

Hickman Road/I-35 Interchange Project (IDOT Project):

Community Impacts, Communications, Monitoring and City Actions

Alice’s Road Corridor Plan:

Road Design, Stormwater Strategy, ROW Acquisition,
Trail and Collaboration with the City of Waukee and Funding

HIGH PRIORITY

Rental Housing Registration and Inspection Program:
Program Goal, Options, Direction and Funding

Major Streets/Crosswalks/More Walkable:
Goals, Best Practices, Report with Options, Direction and Funding

Grant Funding Strategy:
Update, Direction, Staff Capacity/Resources, and City Actions

Accessory Dwelling Units:
Goals/Outcomes, Best Practices, Report with Options,
Direction and Implementation

Harbach Center:
Vision Concept and Operations,
Partnership with West Des Moines School District and Update Report on Experience

Leisure Services Sign-Up System:
Direction, Funding and Implementation

MODERATE PRIORITY

State Agenda Advocacy and Lobbying:
Goals, Key Issues, Direction and City Actions (Including Financial Impacts of State Actions)

82nd Trail Connection:
Land Acquisition, Design and Funding

City of Clive Management Agenda 2024 – 2025

TOP PRIORITY

Linnan Park:
Final Design and Construction

City-Owned Flood Buyout Property Strategy (Short-Term Reuse):
Direction and Implementation Temporary Park

City Texting Platform to Disseminate Information to Clive Residents, Businesses, and Other Subscribers:
Implementation

Fire-EMS Collaboration with Urbandale – Apparatus Sharing and Community Paramedicine 28e Agreement:
Development and Adoptions

Collective Bargaining and Negotiations:
Direction and Contract Approval

City Hall Remodel Project:
Completion

HIGH PRIORITY

University Flood Mitigation Plan:
Implementation

New Utility Billing Rate Structure and Process Improvements:
Clean Up Customer Accounts, ERU Policies,
Chapter 8 Ordinance Adjustment and Implementation

Non-Union Compensation Study:
Budget FY 25-26 Funding

Polk County Hazards Mitigation Plan:
Development, Engagement and Adoption

Westcom New Dispatch Facility:
Financing Options and Policy Direction (New)

Water Resources Master Plan Implementation:
Policy on Compliance , SF 455 Direction, MS4 Renewal

MODERATE PRIORITY

Horizon Center Development:
Incremental Business Management
and Greenbelt Music Festival/Camping

City Government Buildout Staffing Levels:
Presentation with Findings and Options,
Direction and City Action Plan

ACTION AGENDA 2024 – 2025

Mayor and City Council



Clive, Iowa
August 2024



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City of Clive Goals 2029

**FINANCIALLY SOUND CITY PROVIDING SERVICES
VALUED BY THE COMMUNITY**

RESILIENT CITY FACILITIES AND INFRASTRUCTURE

REVITALIZED 86TH STREET NEIGHBORHOODS

**GREAT PLACE TO LIVE:
THE PREMIER LOCATION FOR FAMILIES**

DISTINCTIVE CLIVE GREENBELT

Definitions of Terms

POLICY –

is an issue that needs direction or a policy decision by the Council; or needs a major funding decision by the Council; or an issue that needs Council leadership by the governing body in the community; or with other governmental bodies (City government, other City governments, state government, federal government) – questions of “WHAT: IS THE DIRECTION; IS THE GOAL; IS THE BUDGET OR RESOURCES; IS THE CITY'S POLICY OF REGULATION?”

MANAGEMENT –

a management action which the Council has set the overall direction and provided initial funding (e.g., phased project), may require further Council action on funding; or a major management project particularly multiple years (e.g., upgrade to the information system) – questions of “HOW: DO WE ADDRESS THE ISSUE, MANAGE THE CITY; IMPLEMENT A DECISION OR PROGRAM; CAN WE IMPROVE THE MANAGEMENT OR ORGANIZATIONAL PROCESS?”

MANAGEMENT IN PROGRESS –

a management or organization action which Council has set the direction, needs staff work before going to Council for direction next year or beyond, no choice mandated by an outside governmental agency or institution, management process improvement budgeted or funded by the Council.

MAJOR PROJECT –

a capital project funded in the CIP or by Council action which needs design or to be constructed (e.g., Road project, City facility project, park project, etc.).

ON THE HORIZON –

an issue or project that will not be addressed during the year by management or the Council but should be addressed in the next five years; it could become an action item for this year if another party moves the issue or project forward – it depends on them.

Policy Agenda 2024 – 2025

Targets for Action

City of Clive

TOP PRIORITY

Financial “Dip” Plan: Report with Options and Recommendations,
Direction, Funding and City Actions

Clive’s Regional Role: Discussion and Framework for the Future

- a. CIWW
- b. Bravo
- c. Catch Des Moines
- d. Partnership/Dallas County Development Alliance
- e. Iowa League

Greenbelt Landing Project: Bid and Construction

Comprehensive Financial Policy and Strategy:
Report, Direction and Tax Rate (Including Capital Equipment Revamp:
Financial Adjustment and Decision)

Hickman Road/I-35 Interchange Project (IDOT Project)
Community Impacts, Communications, Monitoring and City Actions

Alice’s Road Corridor Plan:
Road Design, Stormwater Strategy, ROW Acquisition,
Trail and Collaboration with the City of Waukee and Funding

HIGH PRIORITY

Rental Housing Registration and Inspection Program:
Program Goal, Options, Direction and Funding

Major Streets/Crosswalks/More Walkable:
Goals, Best Practices, Report with Options, Direction and Funding

Grant Funding Strategy:
Update, Direction, Staff Capacity/Resources, and City Actions

Accessory Dwelling Units:
Goals/Outcomes, Best Practices, Report with Options,
Direction and Implementation

Harbach Center:
Vision Concept and Operations, Partnership with West Des Moines
School District and Update Report on Experience

Leisure Services Sign-Up System:
Direction, Funding and Implementation

MODERATE PRIORITY

State Agenda Advocacy and Lobbying:
Goals, Key Issues, Direction and City Actions
(Including Financial Impacts of State Actions)

82nd Trail Connection:
Land Acquisition, Design and Funding

Clive

Policy Agenda 2024 – 2025

			PRIORITY		
		Priority	Top	High	
1	1. Financial “Dip” Plan: Report with Options and Recommendations, Direction, Funding and City Actions	Top	5	-	
1	2. Clive’s Regional Role: Discussion and Framework for the Future** a. CIWW b. Bravo c. Catch Des Moines d. Partnership/Dallas County Development Alliance e. Iowa League	Top	5	-	
5	3. Greenbelt Landing Project: Bid and Construction	Top	5	-	
1	4. Comprehensive Financial Policy and Strategy: Report, Direction and Tax Rate (including Capital Equipment Revamp: Financial Adjustment and Decision)	Top	4	-	
2	5. Hickman Road/I-35 Interchange Project (IDOT Project): Community Impacts, Communications, Monitoring and City Actions	Top	4	-	
2	6. Alice’s Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding	Top	4	-	
4	7. Rental Housing Registration and Inspection Program: Program Goal, Options, Direction and Funding**	High	2	6	
2	8. Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report with Options, Direction and Funding	High	0	6	

*Number to far-left of area correlates the Goal to the Action listed

Clive

Policy Agenda 2024 – 2025

			PRIORITY		
		Priority	Top	High	
1	9. Grant Funding Strategy: Update, Direction, Staff Capacity/Resources, and City Actions	High	2	5	
4	10. Accessory Dwelling Units: Goals/Outcomes, Best Practices, Report with Options, Direction and Implementation**	High	2	5	
3	11. Harbach Center: Vision Concept and Operations, Partnership with West Des Moines School District and Update Report on Experience	High	2	4	
1	12. Leisure Services Sign-Up System: Direction, Funding and Implementation**	High	0	4	
1	13. State Agenda Advocacy and Lobbying: Goals, Key Issues, Direction and City Actions (Including Financial Impacts of State Actions)**	Mod	3	3	
3	14. 82 nd Trail Connection – Land Acquisition, Design and Funding	Mod	0	3	
1	15. GIS Tech New Position: Direction and Funding		2	2	
1	16. Police Staffing: Update Report, Options and Direction** a. CIT Direction b. Computer Forensics		1	2	

Clive

Policy Agenda 2024 – 2025

			PRIORITY		
		Priority	Top	High	
3	17. 86 th Street Neighborhoods Revitalization Plan: Neighborhood Activation		1	2	
1	18. Service Collaboration Strategy and Actions Plan: Opportunities, Potential Partners, Direction and City Actions		0	2	
4	19. Housing Preservation Strategy/Policies/Programs: Aging Housing Data Collection, Goals/Desired Outcomes, Best Practices, Options and Direction		0	2	
2	20. Publicly-Owned Pond Maintenance Policy Refinement: Direction (Including Shadow Creek)		1	1	
3	21. Major Property Future Direction: Goals/Outcomes, Continued Dialog and Direction**		1	1	
2	22. Dog Park(s): Concept, Best Practices, Options, Locations, Direction and Funding		0	1	
5	23. Little Walnut Creek Greenbelt Improvement – Streambank Restoration and Trail Extension: Design, Construction, Funding and Land Acquisition		0	1	
2	24. Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions** (Including Wind Event Operations)		1	0	

Clive

Policy Agenda 2024 – 2025

		Priority	PRIORITY		
			Top	High	
2	25. Street Service Level and Projects Strategy: Update PCI Data, Update Study, Prepare Recommendation		0	0	
2	26. Sidewalk Safety Program: Implement Updated Ordinance		0	0	
5	27. Greenbelt Strategic Land Acquisition: Direction and Funding		0	0	
2	28. Median Safety Ordinance/Roadside Solicitation: Direction and Development		0	0	
	29.				
	30.				
	31.				
	32.				

Management Agenda 2024 – 2025

Targets for Action

City of Clive

TOP PRIORITY

Linnan Park: Final Design and Construction

City-Owned Flood Buyout Property Strategy (Short-Term Reuse):
Direction and Implementation Temporary Park

City Texting Platform to Disseminate Information to Clive Residents,
Businesses, and Other Subscribers: Implementation

Fire-EMS Collaboration with Urbandale – Apparatus Sharing and
Community Paramedicine 28e Agreement:
Development and Adoptions

Collective Bargaining and Negotiations:
Direction and Contract Approval

City Hall Remodel Project: Completion

HIGH PRIORITY

University Flood Mitigation Plan: Implementation

New Utility Billing Rate Structure and Process Improvements:
Clean Up Customer Accounts, ERU Policies,
Chapter 8 Ordinance Adjustment and Implementation

Non-Union Compensation: Study Budget FY 25-26 Funding

Polk County Hazards Mitigation Plan:
Development, Engagement and Adoption

Westcom New Dispatch Facility:
Financing Options and Policy Direction (New)

Water Resources Master Plan Implementation:
Policy on Compliance , SF 455 Direction, MS4 Renewal

MODERATE PRIORITY

Horizon Center Development:
Incremental Business Management
and Greenbelt Music Festival/Camping

City Government Buildout Staffing Levels:
Presentation with Findings and Options,
Direction and City Action Plan

Clive

Management Agenda 2024 – 2025

		PRIORITY		
		Priority	Top	High
3	1. Linnan Park: Final Design and Construction	Top	6	-
3	2. City-Owned Flood Buyout Property Strategy (Short-Term Reuse): Direction and Implementation Temporary Park	Top	6	-
1	3. City Texting Platform to Disseminate Information to Clive Residents, Businesses, and Other Subscribers: Implementation	Top	5	-
1	4. Fire-EMS Collaboration with Urbandale – Apparatus Sharing and Community Paramedicine 28e Agreement: Development and Adoptions	Top	5	-
1	5. Collective Bargaining and Negotiations: Direction and Contract Approval	Top	4	-
2	6. City Hall Remodel Project: Completion	Top	4	-
3	7. University Flood Mitigation Plan: Implementation	High	2	6
1	8. New Utility Billing Rate Structure and Process Improvements: Clean Up Customer Accounts, ERU Policies, Chapter 8 Ordinance Adjustment and Implementation	High	0	6

Clive

Management Agenda 2024 – 2025

			PRIORITY		
		Priority	Top	High	
1	9. Non-Union Compensation: Study Budget FY 25-26 Funding	High	2	5	
2	10. Polk County Hazards Mitigation Plan: Development, Engagement and Adoption	High	2	5	
1	11. Westcom New Dispatch Facility: Financing Options and Policy Direction (New)	High	1	4	
2	12. Water Resources Master Plan Implementation: Policy on Compliance , SF 455 Direction, MS4 Renewal	High	1	4	
1	13. Horizon Center Development: Incremental Business Management and Greenbelt Music Festival/Camping	Mod	1	3	
1	14. City Government Buildout Staffing Levels: Presentation with Findings and Options, Direction and City Action Plan	Mod	0	3	
4	15. Wastewater Reclamation Authority (WRA) Parallel Trunk Sewer Installation – Impacts to the Greenbelt		1	2	
2	16. Plan for Converting Radio to Fiber Communications in Water Distribution System: Direction and Funding		1	1	

Clive

Management Agenda 2024 – 2025

		Priority	PRIORITY		
			Top	High	
4	17. Aquatic Center Scholarship Program and Regional Pass: Partnership, Direction and Funding		1	1	
2	18. Public Works Lobby and Breakroom Security Remodel: Direction		0	1	
4	19. Community Rating System for Upgrade to Class 4: Completion		0	1	
5	20. University Boulevard Pump Station Relocation Project: Grant Application, Design and Funding		1	0	
1	21. Management and Employee Succession Planning Program: Update Report		0	0	
1	22. Recreation Revenue Recovery Guidelines: Direction		0	0	
1	23. Snow Removal Policy and Related Ordinances: Best Practices, Review and Direction		0	0	
2	24. Right-of-Way Management Policy: Report and Direction		0	0	

Clive Management Agenda 2024 – 2025

		PRIORITY		
		Priority	Top	High
2	25. Herbicide and Pesticide Policy: Report and Direction (MS4 Review)		0	0
	26.			
	27.			
	28.			
	29.			
	30.			
	31.			
	32.			

Clive

Action Outlines 2024 – 2025

GOAL 1	FINANCIALLY SOUND CITY PROVIDING SERVICES VALUED BY THE COMMUNITY
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ACTION: Financial “Dip” Plan: Report with Options and Recommendations, Direction, Funding and City Actions

PRIORITY

Policy Top

Key Issues

- In some ways, Clive is facing a unique set of questions that other Iowa cities have yet to confront
- There are multiple factors that could cause a “dip,” and the “dip” externalities could take multiple forms.
- Climate change-powered risks are increasing
- State government continues to change financial realities for cities
- New construction growth is going to end in the next 3-5 years. What does that mean for Clive’s revenue (and expenses) in the next 5, 10 years?
- How much “value per acre” do we need to achieve, and is this the right way to think about neighborhoods?
- Is some level of “dip” inevitable for some neighborhoods and commercial corridors?
- What level of infrastructure investment year-to-year can we sustain? What level is necessary?
- Understanding the key cost and revenue drivers for each aspect of City operations
- Leveraging the City’s GIS resources to visual results

Activities/Milestones

1. Internal staff meeting and refinement of Public Financial Management (PFM) scope of services proposal for financial analysis, community benchmarking and review of economic development strategies.
2. **PRESENTATION/DECISION: PFM Scope of Services, Decision on Work and FY 24/25 Budget Amendment**
3. PFM work initiates with CMO/Financial team and departments
4. Draft financial model developed and draft report of community benchmarks
5. **PRESENTATION: Draft Financial Model and Community Benchmarks**
6. Determine next steps during 2025 strategic planning workshops

Time

9/24

10/24

2/25

6/25

7/25

8/25

Responsibility: City Manager’s Office

ACTION: Clive's Regional Role: Discussion and Framework for the Future**

PRIORITY

Policy Top

- a. CIWW
- b. Bravo
- c. Catch Des Moines
- d. Partnership/Dallas County Development Alliance
- e. Iowa League

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Cities in Iowa are facing constant threats of revenue constraints to continue to deliver high quality services to their communities. • What is truly the return on investment for some of Clive's regional partnerships and financial participation? • A number of DSM Metro communities questioned whether the current framework of these regional relationships are sustainable • How do we leverage these relationships to make these entities advocates for local governments in Iowa? • Clive has a unique voice to share with a new regional entity like CIWW in terms of how important water irrigation will be going forward • Historically Clive has served as a facilitator and leader in these regional conversations, does that stay the same or should we position ourselves differently? • Metro cities need to develop coalitions around change • 28e Agreements Modification • Re-allocation funding to other organizations	1. Meeting with Partnership regarding Clive's ROI and their legislative approach to supporting cities 2. BRIEFING: Discussion Assessment and Preferences on Clive's Regional Role and Memberships 3. Mayor/Council dialogue with their metro colleagues on whether there are coalitions to be built to impact change 4. BUDGET WORKSHOP: FY 25/26 Budget Allocations to the Regional Agencies and Participation 5. DECISION: FY 25/26 Budget Adoption 6. CIWW Representatives advocating to CIWW Board on the need to have dialogue regarding the role of water irrigation in future water capacity needs	9/24 12/24 2/25 2/25 4/25 Ongoing

Responsibility: City Manager

**ACTION: Comprehensive Financial Policy and Strategy:
Report, Direction and Tax Rate (including Capital
Equipment Revamp: Financial Adjustment and
Decision)**

PRIORITY

Policy Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Impacts on revenues from State Property Tax Legislation • Loss of local control of the General Fund Levy Rate • Ability to shift expenses between operating funds • Unknowns of what comes next from the State Legislation, more to come? • New tax exemptions taken “off the top” for seniors and military • Need to consider additional updates to City’s previous financial strategy • What happens after five years and new construction growth has slowed down? • Utilizing TIF increment capture to regulate taxable valuation growth • Increasing costs in general liability insurance, how it is funded from all operational funds now vs. Trust & Agency Levy • Long-Range Financial Planning: Assumptions and Options (“Dip” Study)	1. BRIEFING: Updated Financial Strategy with City Council Reaffirmation - Kickoff FY 24-25 Budget Development Process 3. PRESENTATION/DECISION: Capital Equipment Plan One-Time Financial Adjustment - Departmental Budget Submittals - Development of City Manager’s Proposed Budget and related strategies 6. BUDGET WORKSHOP: FY 25-26 Budget - Long-Term Financial Strategy, Impacts of State Legislation Restrictions and Budget Proposals (Road Use Tax, Utilities, General and Trust & Agency) - State Required Mailing by County showing City’s Budget Request - State Mandated Budget Public Meeting 9. DECISION: FY 25/26 Budget Adoption - FY 25-26 Begins	10/24 10/24 10/24 11/24 1/25 2/25 3/25 3/25 4/25 7/25

Responsibility: City Manager

ACTION: Grant Funding Strategy: Update, Direction, Staff Capacity/Resources, and City Actions

PRIORITY

Policy High

Key Issues

- Staff capacity to identify and execute grant submissions
- Cost-benefit calculation of some federal grants with extensive requirements and complex application processes
- Uncertain future surrounding some federal programs

Activities/Milestones

1. Research and submit grant applications aligning with the Council's strategic priorities, including trail extensions and rehabilitations; CIT program; City Hall renovations; Greenbelt Landing; Linnan Park, 80/35 interchange; pump station.
2. During CIP annual update, identify out year projects that are good targets for grants
3. Research options for adding grant-writing capacity
4. Prepare budget proposal if necessary to retain grant writing services from professional services contractor
5. **BUDGET WORKSHOP: FY 25/26**
6. **DECISION: Budget Approval**
7. If needed, prepare RFP for grant writing services, interview applicants, and make a selection
8. Grant writing services begin

Time

Ongoing

10/24

11/24

12/24

2/25

4/25

5/25

7/25

Responsibility: Assistant City Manager

ACTION: Leisure Services Sign-Up System: Direction, Funding and Implementation**

PRIORITY

Policy High

Key Issues

- Tight timeline to complete implementation of a new platform
- Recreation and Library programming will need to be ongoing through the implementation period
- Essential to make sure the platform aligns with the City's payment systems
- Integration with the City's websites
- Learning curve for existing users

Activities/Milestones

1. Recommence research on possible platforms
2. Identify the preferred platform
3. Prepare request for FY 25-26 budget
4. **BUDGET WORKSHOP: FY 25/26 Budget Funding**
5. **DECISION: FY 25/26 Budget Approval**
6. Platform purchase
7. Project kickoff
8. Implementation completed

Time

10/24
11/24
12/24
2/25
4/25
7/25
8/25
3/26

Responsibility: Assistant City Manager/Leisure Services

ACTION: State Agenda Advocacy and Lobbying: Goals, Key Issues, Direction and City Actions (Including Financial Impacts of State Actions)**

PRIORITY

Policy Mod

Key Issues

- Current approach to state legislative advocacy not working for cities
- Potential for like-minded communities on the westside of the metro to join forces and focus on legislative priorities
- Need to build coalitions amongst stakeholders in local governments' success, service delivery and infrastructure investment
- As legislative proposals impacting city finances are offered, evaluating city impacts in real-time
- How do impact constituents attitudes towards the importance of cities and the services we provide?
- Question on effectiveness of West Metro Cities Initiative
- Common legislative issues among West Metro Cities
- Leveraging other voices to advocate for cities – aligning properties
- Legislative attitude toward cities – State know best
- City staff time for lobbying

Activities/Milestones

A. West Metro Cities Initiative

1. Coordinate common legislative priorities among west-side communities
2. **DECISION: Western Cities Adoption of Joint Legislative Agenda**
3. Create common storytelling assets featuring all participating west-side communities
4. Execute west-side legislative breakfast or alternative event

Time

11/24

12/24

Ongoing

1/25

B. IaCMA Legislative Affairs

1. Initiate IaCMA Legislative Affairs Mtgs
2. Participate in interview process of Iowa League of Cities Director of Governmental Affairs candidates
3. Survey IaCMA Membership on the role City Managers across Iowa can play in legislative affairs
4. Identify a top ten list of entities (non-city) to build legislative coalitions with on city issues
5. Support the Iowa League of Cities with technical support and evaluation of state legislative proposals during session
6. IaCMA membership dialogue on the work of the committee during IMMI conference

8/24

9/24

11/24

12/24

Ongoing

3/25

Responsibility: City Manager's Office

ACTION: GIS Tech New Position: Direction and Funding

PRIORITY

Policy

Key Issues

- Articulating ROI for new position
- Understanding needs of departments, and helping colleagues understand the potential of enhancing GIS knowledgebase and skillsets
- Reliable data for decision making
- Potential to enhance service delivery and data cleanup
- Visual display of data
- Determining potential priorities based upon Organization capacity
- Difficulty today to maintaining BIS resources

Activities/Milestones

1. Complete business case for adding position
2. Budget proposal for position
3. **BUDGET WORKSHOP: FY 25-26 Budget**
4. **DECISION FY 25-26 Budget Adoption**
5. Create job description
6. Promote position and build candidate pool
7. Hire and start date

Time

11/24
12/24
2/25
4/25
4/25
5/25
7/25

Responsibility: Assistant City Manager

ACTION: Police Staffing: Update Report, Options and Direction**

PRIORITY

Policy

- a. CIT Direction
- b. Computer Forensics

Key Issues

- State Funding Question for CIT position
- Growing needs for cybercrime investigations
- Amount of time needed for computer forensics cases, currently covered by a part-time patrol officer assignment
- Value of having the CIT caseworker as a Clive employee vs. contracted
- Potential for full-time computer forensics investigator to also be Police Technology expert in support of Tech Services
- Pursue Grant for forensics computers
- Budget impacts on maintenance and staff skillsets

Activities/Milestones

A. CIT Direction

- | | |
|--|------|
| 1. Resolution to state funding model for mental health areas and control of Area Service Organization (AOS) for Dallas/Polk Counties | 1/25 |
| 2. Develop report on CIT effectiveness based on current data/trends | 1/25 |
| 3. BUDGET WORKSHOP: FY 25/26 Budget Discussion of CIT position contingencies, both in terms of service delivery and funding | 2/25 |
| 4. DECISION: FY 25/26 Budget Adoption | 4/25 |

B. Computer Forensics/Cybercrime Position

- | | |
|--|-------|
| 1. Develop budget proposal for transition to a full-time Computer Forensics/Cyber Crime position in Criminal Investigation Division and backfill Patrol Officer position | 12/24 |
| 2. BUDGET WORKSHOP: Budget FY 25/26 Presentation of Proposal | 2/25 |
| 3. DECISION: FY 25/26 Budget Adoption | 4/25 |

Responsibility: Police Chief

ACTION: Service Collaboration Strategy and Actions Plan:
Opportunities, Potential Partners, Direction and City
Actions

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- As cities are further constrained by the Iowa Legislative it will be critical to identify opportunities for service collaborations with neighboring communities - Clive has historically come with a partnership posture as we don't control our own destiny - Clive has had a lot of success with service collaborations (Westcom, Closest Unit Response, Stations 43/22) - Identifying the next opportunities that rise to the top of potential success to review with the Mayor and Council - IT infrastructure – fiber backbone	- Engage each department in a dialogue to develop a list of potential service collaboration opportunities - Develop a report to describe those opportunities and identify potential priorities for short-term success PRESENTATION: Service Collaboration Strategy Report and Next Steps (if any)	2/25 5/25 7/25

Responsibility: City Manager

ACTION: City Texting Platform to Disseminate Information to Clive Residents, Businesses, and Other Subscribers: Implementation

PRIORITY

Mgmt Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Driving adoption among Clive residents and businesses - Choosing the right topic areas for initial rollout - Integrating tool into existing processes - Needs to fit well with the existing Alert Iowa service; defining what content will go through Alert Iowa, and what would go through a new service? - How much of a time commitment will it be for staff to manage this platform? - How many people will need access to this tool?	- Select preferred platform; purchase - Platform build-out - Execute first phase opt-in campaign in advance of winter weather season - Continue executing opt-in campaign	9/24 11/24 12/24 Ongoing

Responsibility: Assistant City Manager

ACTION: Fire-EMS Collaboration with Urbandale – Apparatus Sharing and Community Paramedicine 28e Agreement: Development and Adoptions

PRIORITY

Mgmt Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Multiple assets are not needed for the Clive Fire Department and other cities. - Cost of service and materials utilizing outside parties is becoming a financial concern i.e, Interstate, Charles Gabus Ford - There is no bariatric resources available to the West Metro - Utilizing a fire suppression apparatus on all EMS calls – can this be accomplished with an SUV? - If we utilize an SUV on response calls, are there other duties the SUV may accomplish? Such as Community Health Coordinator (CHC) duties - Do we have the staff for a CHC? Or who is the right fit for this position? - What is our target for staffing the CHC? 6 am-6 pm? Mon-Fri? 24/7? - With the utilization of Station 42 and 43, what are our needs from Station 22? - Response Plan for Clive Fire Department and Urbandale Fire Department needs alignment “Frequent Flyer” EMS calls	- Identify collaboration partner/s - Create, finalize, and implement 28E for Shared Services with Urbandale - Finalize asset transfer of L325 and Urbandale suppression apparatus. - Outfit new suppression apparatus for operations at Station 32 - Complete “audit” of Clive Fire Department and Urbandale Fire Department response plan DECISION: Shared Services 28e Agreement with Urbandale Adoption - Create, finalize, and complete a maintenance agreement with the City of Urbandale Public Works DECISION: Maintenance Agreement – Adoption - Prepare draft 28E (or internal resource) for bariatric patients DECISION: 28E for Bariatric Patients – Adoption - Complete mini standards of coverage study for Station 22 response area - Draft Community Health Coordinator roles and responsibilities	12/24 11/24 12/24 5/25 12/24 3/25 12/24 1/25 3/25 4/25 2/25 4/25

Responsibility: Fire Chief

ACTION: Collective Bargaining and Negotiations: Policy Direction/Guidelines and Contract Approval (New)

PRIORITY

Mgmt Top

Key Issues

- Has the job market for public safety positions stayed competitive? What are our neighboring communities looking at for contracts?
- Keeping pace with the compensation and benefit offerings for public safety positions as compared to surrounding collective bargaining agencies
- Unknown funding future due to Iowa Legislative focus on property tax reductions likely to impact revenue available for public safety contracts
- Incorporation of new non-union employee benefits (Major life event leave and parental leave) into contracts
- Due to timelines of negotiation likely to include a placeholder in budget for now until negotiations progress

Activities/Milestones

1. Police Department and Fire Department union recertification vote process and result
2. Staff research of existing public safety contracts and identifying which contracts are to be negotiated at the same time as Clive
3. Initiate Collective Bargaining
4. Negotiate Agreements
5. **PRESENTATION/DECISION: Collective Bargaining Agreements and Adoption**

Time

10/24

10/24

12/24

3/25

4/25

Responsibility: City Manager/Administrative Services

**ACTION: Non-Union Compensation: Study Budget FY 25-26
Funding**

PRIORITY

Mgmt High

Key Issues

- How are we doing on retaining our key staff positions?
- Is remote work and flexible work schedules an expectation?
- Attracting more diverse applicant pools (all categories)
- Telling the City of Clive story to potential candidates
- Maintaining non-union compensation and benefits competitiveness
- Engage employees during the process
- Need to plan for next year's Budget, may need consultant assistance
- Ongoing development of employee skills sets
- Understanding applicant expectations

Activities/Milestones

1. Research Options for Study and Employee Survey Assistance 10/24
2. Prepare budget proposal for study/survey costs 11/24
3. **BUDGET WORKSHOP: FY 25-26
Presentation of Non-Union
Compensation Survey Request** 2/25
4. **DECISION: FY 25/26 Budget
Adoption** 4/25
5. Engage potential consultants 8/25
6. Implement employee survey 8/25
7. Compile survey results and finalize comp study 9/25
8. **PRESENTATION: Council Personnel
Committee** 10/25

Responsibility: Administrative Services

ACTION: New Utility Billing Rate Structure and Process Improvements: Clean Up Customer Accounts, ERU Policies, Chapter 8 Ordinance Adjustment and Implementation

PRIORITY

Mgmt High

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Discuss ERU Calculations, staff found needs for clean-up of existing customer accounts and the need for policy to guide staff - Adjustments of the utility rates while reviewing each cash flow is a best practice and ensure capital projects and the operations of the department can be funded - By paying per ERU, there is equity built among both residential and commercial customers - Consistency for billing with like customers saves time, and confusion, and provides good customer service - Having clear ordinances for the distribution of services will make enforcement efforts easier and consistent - Transparency of expectations for utility customers - Method for data analysis and efficient update of accounts - Link to GIS data - Stop Box ownership/responsibility by the City - Incentives for types of pervious surfaces	A. Clean-Up Existing Customer Accounts 1. Work Order Process for New Construction Implemented 10/24 2. Multi-Meter location-based data push to Aclara implemented 10/24 B. Title 8 – Water Ordinance Amendment and Implementation 1. PW Review of draft materials provided 10/24 2. PW Drafts Redlines of Title 8 and Policy 12/24 3. Iowa Codification Review of Changes 1/25 4. PRESENTATION/DECISION: Reviews and Considers Ordinance Readings and Policy Adoption 4/25 C. Utility Rates Review with Adoption 1. Review utility cash flow with PFM 9/24 2. Finance Review with City Manager 11/24 3. BUDGET WORKSHOP: FY 25/26 Budget Presentation of Proposed Utility Rates 2/25 4. DECISION: FY 25/26 Utility Rate Ordinance Adoptions 4/25	

(continued)

Responsibility: Administrative Services/City Manager's Office/Public Works

ACTION: New Utility Billing Rate Structure and Process Improvements: Clean Up Customer Accounts, ERU Policies, Chapter 8 Ordinance Adjustment and Implementation
(continued)

PRIORITY

Mgmt High

Key Issues

Activities/Milestones

Time

D. ERU Policy for Accounts

- | | |
|--|-------------|
| 1. Review internal policy development between PW, CD and GIS | 12/24 |
| 2. Prepare Draft Policy Developed and City Manager Review | 2/25 |
| 3. PRESENTATION/DECISION: Draft ERU Policy and Council Adoption | 4/25 |
| 4. Adjust customer accounts based upon adopted policy | 6/25 |

Responsibility: Administrative Services/City Manager's Office/Public Works

ACTION: Westcom New Dispatch Facility: Financing Options and Policy Direction (New)

PRIORITY

Mgmt High

Key Issues

- Communities/agencies served by Westcom continue to grow in population and dispatch service demands
- Westcom has limited space to grow in their current facility at Fire Station 19 in West Des Moines
- Westcom needs to develop a strategy and space needs for addressing future facility needs
- A number of vacant buildings in the west metro area present an opportunity to think about a retrofit of an existing building versus building new
- How the facility is financed between the Westcom member communities is a big question and needs to be determined
- The goal is for the next steps and policy decision to be presented by summer 2025 to keep development on track for new facility
- Funding constraints for Westcom cities to support a new facility is a concern

Activities/Milestones

1. Westcom hires an Owner's Representative to assist with strategy
2. Westcom hires a design team to develop a space needs assessment and conceptual design for a new facility location
3. WDM Finance works with bond counsel to determine potential funding strategies for a new facility location
4. Westcom Management Committee reviews and confirms the results from the space needs study and finance proposal
5. **PRESENTATION: Westcom Community City Councils Presented with Space Needs and Potential Financing Options, Next Steps Determined**

Time

10/24
2/25
2/25
5/25
6/25

Responsibility: City Manager

ACTION: City Government Buildout Staffing Levels: Presentation with Findings and Options, Direction and City Action Plan

PRIORITY

Mgmt Mod

Key Issues

- Determining what comparison cities we will look at/analyze
- Break down by function areas/departments
- Ensuring accurate comparisons, “apples to apples” as not every City functions the same way
- Important how this item is discussed both internal and externally in regards to impacts to staff morale
- Comparison cities could include cities within Iowa and outside of Iowa
- This item could relate to the comparison cities for the “prevent the dip” analysis

Activities/Milestones

1. Complete Report of Comparison Cities Staffing Levels
2. Presentation/Discussion with Executive Team during strategy session
3. **PRESENTATION: Report to Council Personnel Committee**
4. **REPORT: Buildout Staffing Levels**

Time

8/24
9/24
9/24
10/24

Responsibility: Administrative Services

ACTION: Management and Employee Succession Planning
Program: Update Report

PRIORITY
Mgmt

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Staying on top of anticipated retirements to ensure transfer of institutional knowledge • Identifying opportunities for succession planning and growth/training of existing staff • Providing opportunities for staff advancement and promotion when opportunities exist • Desire to have overlap of new staff for retirements when possible and practical • Evaluating both internal and external candidates, with preference on internal • Determining when we need to engage recruiters for specialized positions/recruitments	1. Review Strategic Issue Memo with Department Directors 2. Create projection report for all employees per Departmental feedback 3. REPORT: Council Personnel Committee 4. REPORT: Updated Strategic Issue Memo to City Council	3/25 4/25 5/25 8/25

Responsibility: Administrative Services

ACTION: Recreation Revenue Recovery Guidelines: Direction**PRIORITY**

Mgmt

Key Issues

- How much of the costs to provide programs and events should be recovered by sponsorships, program fees or retail sales
- Defining this will allow Recreation staff to provide better events and programming for the community
- Equitable delivery of programming and events across the community
- Desire to recover as much cost-of-service delivery where it makes sense
- Determining who we are providing services to and what they should be expected to pay for the cost of that service
- Expectations for revenues
- Subsidy or break even

Activities/Milestones

1. Research best practices and develop report
2. Develop proposed guidelines based off best practices and community needs
3. Present proposed guidelines to Parks, Recreation and Public Art Board for feedback and direction on proposed policy
4. **PRESENTATION: Proposed Policy/Guidelines Feedback and Direction on Proposed Recreation Revenue Recovery Policy**
5. Revise policy
6. Parks, Recreation and Public Art Board: Guideline Approval
7. **DECISION: Recreation Revenue Guidelines Approval**

Time

1/25

5/25

6/25

5/25

6/25

8/25

9/25

Responsibility: Leisure Services

ACTION: Snow Removal Policy and Related Ordinances: Best Practices, Review and Direction

PRIORITY
Mgmt

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Current Snow Policy starts parking restrictions when snow starts falling. Is an issue when snow begins at night. Staff has no control to notify residents to get off streets. • Current Policy is to not enforce parking restrictions during spreading events • Employees must navigate plows around parked vehicles during spreading events • Accidents with parked vehicles are put on employee's personal driving record • Potential connection to texting service • Employees impacts due to crash during emergency operations – exploring options • Snow removal from trails.	1. Complete research approaches by other cities 2. Internal Discussion with Police/Fire/Parks/Communications 3. Prepare report on current snow policy, alternatives 4. PRESENTATION: Snow Removal Report and Direction 5. Update/Draft ordinance changes (if any) 6. DECISION: Snow Removal Ordinance Approval (if any)	10/24 4/25 6/25 7/25 8/25 10/25

Responsibility: Public Works

Management in Progress 2024 – 2025			DATE
1	1. Citywide Process Improvements: Departmental Reports	CM	Ongoing
1	2. Regular Quarterly Email Phishing Campaigns	TS	Ongoing
1	3. Executive Team – Team Member Transitions/Retirements, Relationship Building, etc.	CM	Ongoing
1	4. Police Short-Term Critical Staffing Shortages with Creative Scheduling and Overtime.	PD	Ongoing
1	5. Public Works Certification – Water Distribution, Sewer Collection, Traffic Technician, and Ops Specialist Completion	PW	Ongoing
1	6. Quarterly Supervisory Training Program	AS	Ongoing
1	7. Mentoring and Developing Human Resources Specialist and Human Resources Administrative Specialist	AS	Ongoing
1	8. Human Resources Roadshow and Office Hours	AS	Ongoing
1	9. Dallas County Referendum – Public Education Campaign: Development and Implementation	ACM	9/24
1	10. Westcom Support – Fiber Connectivity Project: Completion	TS	10/24
1	11. Fire NFPA Physicals Add Cancer Screenings	FD	10/24
1	12. Computer Replacements: Completion	TS	11/24
	a. Fire		
	b. Police		
1	13. Lucity System/Asset Management Implementation: Parks	TS	11/24
1	14. Staff CDL Training Program: Development and Implementation	PW	11/24
1	15. Recruitment and New Employee Orientation Process Improvements: Completion	AS	11/24
1	16. Voice-to-Cloud System with RingCentral: Implementation	TS	11/24
1	17. City-State Legislative Agenda 2025: Approval (DECISION)	ACM	11/24
1	18. Police Leadership Transition: Update and Direction	PD	12/24
1	19. Records Management: Preparation for Move/City Hall Remodel	AS	12/24
1	20. Onboarding Seasonal Employees Process Improvements: Completion (with Leisure Services)	AS	12/24
1	21. Employee Committees Reorganization: Completion	AS	12/24
1	22. GIS Department Future Planning	TS	12/24
1	23. Technology/Information Annual Security Penetration Testing: Annual Update Report on New Initiatives and Mitigation Actions	TS	12/24

Management in Progress 2024 – 2025			DATE
1	24. City Training Plan and Start Implementation: 2024-2025 Plan Implementation	AS	12/24
1	25. Financial Audit FY 23-24 Completion	AS	12/24
1	26. Annual Capital Improvement Plan 2025: Update	AS	12/24
1	27. Disaster Recovery/Business Continuity of Operations Framework: Document	TS	12/24
1	28. Employee Benefits and Annual Safety Fair: Implementation	AS	12/24
1	29. Back-Up Data Center: Implementation	TS	12/24
1	30. Utility Billing Payment Options: Research and Report	AS	1/25
1	31. Transition from Broker TrueNorth to IGCHP (including Flex and Health Insurance)	AS	1/25
1	32. Public Works Facility Wi-Fi Network Improvements	TS	1/25
1	33. EMS Write Off Data	FD	1/25
1	34. Community Engagement: Annual Report and Plan	ACM	1/25
1	35. Fire Staffing Levels/Makeup New Standards: : Implementation	FD	1/25
1	36. City Led Community Volunteer Program: Update Report	LS	2/25
1	37. Technology Subject Matter Experts Development	TS	2/25
1	38. Development Review Process Improvement – Multi-Department, Facilitated/Lead by ACM	ACM	2/25
1	39. Electronic Utility Bills: Policy, Direction	AS	3/25
1	40. GeoHub / Map Center Centralization	TS	3/25
1	41. Service Work Order Mobile App: Implementation	PW	3/25
1	42. Annual Performance Evaluation Process Adjustments, Implementation	AS	3/25
1	43. Fire All FT Staff: Solidification of Roles and Responsibilities: Update	FD	3/25
1	44. Public Safety Radio Replacement: Completion	FD/PD	3/25
1	45. Moving the Library Circulation System from an In-House Server to Innovative Cloud Hosting: FY 25-26 Funding Decision	LS/TS	3/25
1	46. Public Safety Staff Recruitment/Retention Strategy: : Continued Implementation	PD/FD	3/25
1	47. Budget FY 25/26: Development	AS	4/25
1	48. Cross Training between Administrative Services and Community Development for City Hall Reception: Completion	AS/CD	4/25

Management in Progress 2024 – 2025			DATE
1	49. City-Federal Legislative Agenda 2025 Approval (DECISION)	ACM	5/25
1	50. 2024B/2025A Bond Sales: Completion (Including Bond Rating)	AS	5/25
1	51. Clive’s Various e-Newsletters Standardization and Electronic Version of the Monthly Utility Newsletter: Direction and Implementation	ACM	5/25
1	52. GIS System Upgrade	TS	5/25
1	53. Breach Reporting Plan and Incident Response Team: Update	TS	6/25
1	54. Employee Handbook: Annual Update	AS	6/25
1	55. Fire Department Strategic Plan: Implementation	FD	6/25
1	56. Fire Officer Development Program (All Officers)	FD	6/25
1	57. Fire Company Officer Development Program (Acting Officers In Charge’s)	FD	6/25
1	58. Fire Executive Leadership Development/C lass/Course/Retreat	FD	6/25
1	59. Fire Vehicle Spec Process (320)	FD	6/25
1	60. Safety Training Program: Development (with Incident Review)	AS	7/25
1	61. Part-Time to Full-Time Library Staffing – 2nd Conversion: Completion	LS	7/25
1	62. City Council Elections – Candidate Support/Information, Update City Councilmember Orientation Guide	AS	7/25
1	63. Three New Police Officers: Hiring and Training	PD	7/25
1	64. Partial Special Census 2025: Completion	AS	8/25

GOAL 2	RESILIENT CITY FACILITIES AND INFRASTRUCTURE
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ACTION: Hickman Road/I-35 Interchange Project (IDOT Project):
Community Impacts, Communications, Monitoring and
City Actions

PRIORITY

Policy Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- NW 108th Intersection Signalization and 111th/Hickman Frontage Road Issue - Trail Extension from NW 111th and Hickman to Greenbelt Trail - Access Management Agreement Update - Projects Integration into the CIP - Agreements with Urbandale and DOT (Project and Maintenance) - Prioritizing Grant Applications for Program Align with Project Elements - Public Educations on Diverging Diamond Design - City Shared Maintenance for these Interchange Enhancements - Impacts to Greenbelt Trail during Construction and Trail Pad on the South Side of Walnut Creek Bridge for Future Trail Extension - How to communicate with our Clive community and region – timing and level of engagement	A. 108th Signal PRESENTATION: 108TH Signalization Project DECISION: Proposed New 108th Signal Approval - Installation of traffic signals at NW B. Interchange Construction (if approved) - Prepare draft interchange maintenance agreement with Urbandale DECISION: Interchange Maintenance Agreement Approval with Urbandale and IDOT - Phase 1 Public Engagement Detours – Trails/Streets - Start of Phase 1 construction - Completion of phase 1 construction - Public Engagement – Phase 2 Construction - Final Design – Phase 2 - Phase 2 letting - Phase 2 Public Engagement Detours – Trails/Streets - Start of Phase 2 construction - Completion of Phase 2 construction - Public Engagement – Phase 3 Construction - Phase 3 letting - Phase 3 Public Engagement Detours – Trails/Streets - Start of Phase 3 construction - Completion of Phase 3 construction	9/24 10/24 2025 9/24 5/25 On-Going 9/24 12/25 3/25 6/25 7/25 On-Going 6/25 12/26 3/26 7/26 On-Going 9/26 12/27

(continued))

Responsibility: Public Works

ACTION: Hickman Road/I-35 Interchange Project (IDOT Project):
Community Impacts, Communications, Monitoring and
City Actions
(continued)

PRIORITY

Policy Top

Key Issues

Activities/Milestones

Time

C. Access Management Agreement

1. Prepare draft of negotiate access management agreement 10/25
2. **DECISION: Access Management Agreement** 11/25

Responsibility: Public Works

ACTION: Alice's Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding

PRIORITY

Policy Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Alice's Road has been improved to the south and north of Clive 2019 Northwest Area Traffic Study Identified the need to improve Alice's Road. - Question: appropriate treatment at key intersections – Coordination with Waukee - Phases at Douglas and south with Waukee - Communications and engagement with neighbors on design - Alignment with grant funding strategies - Stormwater routing - alternatives through Verona Hills - Completion of PEL Study	A. Conceptual Design - Stormwater management – Identify needs – Phase 1-5 - Storm sewer conceptual design – Phases 1-4 - Identify property acquisition/easement needs – 1-2 DECISION: LWC Crossing Options and Recommendations - PEL Completed B. Phase 1A – Identify - Acquisition/Easement Needs - Phase 1A – Preliminary Plans PRESENTATION: Phase 1A Design, STM Discussion and Direction - Phase 1A Public Engagement – Proposed Construction - Phase 1A 28E with Waukee DECISION: Phase 1A: Easement Acquisitions Completed DECISION: Phase 1A Funding DECISION: Phase 1A Final Plans - Phase 1A– Project Letting - Phase 1A -- Public Engagement - Detours - Phase 1A – Start Construction - Phase 1A – Complete Construction	12/24 12/24 9/24 10/24 12/25 8/24 9/24 9/24 10/24 11/24 11/24 12/24 12/24 1/25 3/25 4/25 11/25

(continued)

Responsibility: Public Works

ACTION: Alice's Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding
(continued)

PRIORITY

Policy Top

Key Issues

Activities/Milestones

Time

•

C. Phase B – Intersection

1. **DECISION: Phase 1B – Intersection Control** 2/25
2. Phase 1B –Identify Easement Acquisitions 4/25
3. Phase 1B – Preliminary Plans 7/25
4. **DECISION: Phase 1B – Design, STM Discussion and Direction** 8/25
5. Phase 1B – Public Engagement – Proposed Construction 10/25
6. **DECISION: Phase 1 B – 28E with Waukee Approval** 11/25
7. **DECISION: Phase 1B – Easement Acquisitions Completed** 11/25
8. **DECISION: Phase 1B – Funding** 11/25
9. **DECISION: Phase 1B – Final Plans** 12/25
10. Phase 1B –Project Letting 1/26
11. Phase 1B – Public Engagement – Detours 3/26
12. Phase 1B – Start Construction 4/26
13. Phase 1B – Complete Construction 11/26

(continued)

Responsibility: Public Works

ACTION: Alice’s Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding
(continued)

PRIORITY

Policy Top

Key Issues

Activities/Milestones

Time

•

D. Berkshire & Douglas Intersection

- 1. DECISION: Berkshire & Douglas –PSA Design** 10/24
2. Berkshire & Douglas – Grant Funding Ongoing
- 3. DECISION: Berkshire & Douglas –Intersection Control** 12/24
4. Berkshire & Douglas – Identify Acquisition/Easement Needs 1/25
5. Berkshire & Douglas – Preliminary Plans 3/25
- 6. DECISION: Berkshire & Douglas– Design, STM Discussion/Direction** 3/25
7. Berkshire & Douglas – Public Engagement – Proposed Construction 4/25
- 8. DECISION: Berkshire & Douglas – Easement Acquisitions Completed** 5/25
- 9. DECISION: Berkshire & Douglas –Funding** 12/24
- 10. DECISION: Berkshire & Douglas –Final Plans** 6/25
11. Berkshire & Douglas – Project Letting 7/25
12. Berkshire & Douglas – Public Engagement – Proposed Construction 8/25
13. Berkshire & Douglas – Start Construction 8/25
14. Berkshire & Douglas – Complete Construction 7/26

(continued)

Responsibility: Public Works

ACTION: Alice’s Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding
(continued)

PRIORITY

Policy Top

Key Issues

Activities/Milestones

Time

E. Phase 2 – Design

- | | |
|---|---------|
| 1. Phase 2– ICAAP Grant Preparation Application | 6/25 |
| 2. DECISION: Phase 2 PSA Design Approval | 12/25 |
| 3. Phase 2 – ICAAP Grant Application | 9/25 |
| 4. Phase 2 – Grant Funding | Ongoing |

Responsibility: Public Works

ACTION: Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report with Options, Direction and Funding

PRIORITY

Policy High

Key Issues

Activities/Milestones

Time

- | | | |
|--|--|---------|
| • Maintenance of painted crosswalks and other features | 1. Establish and communicate trail detour routes associated with 80/35 intersection construction | 9/24 |
| • Driver and pedestrian/cyclist behavior | 2. Install and maintain appropriate detour signage and other strategies in coordination with neighboring communities | 9/24 |
| • Changing traffic patterns during construction | 3. Research best practices in coordination with MPO staff and neighboring communities | 3/25 |
| • Potential grant funding for implementation | 4. Identify key crossings throughout Clive | 4/25 |
| • Best Practices | 5. PRESENTATION: Best Practices and Opportunities | 5/25 |
| • Crosswalk painting | 6. Potential federal grant applications through MPO regional project or other pathways | Ongoing |
| • Current crossings | 7. Potential budget FY26/27 budget requests | 12/25 |
| • Improvement and Locations | | |
| • Defining “key” crossings | | |
| • Neighborhood discussion | | |
| • Understanding risk | | |
| • MPO: Safe Streets for All planning | | |
| • MPO: Goals and Plans | | |
| • Access to federal dollars | | |
| • Sufficient time to cross a major highway | | |
| • Location(s) | | |

Responsibility: Assistant City Manager

ACTION: Publicly-Owned Pond Maintenance Policy Refinement:
Direction (including Shadow Creek)

PRIORITY
Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Adjacent property owner expectations of pond appearance • Costs to add mechanical aeration of pond • Uncontrolled inputs from adjacent property owners • List cost factors that we know at this point? Aerator? Chemicals? Etc. • Aerators are a capital cost of \$20 – 35,000 depending upon pond size, distance from power or size of system needed • Chemicals costs are estimated to be \$2K per pond per year • If hooked to power, electricity costs are estimated to be \$2-3K per year • Education of homeowners' actions impacting the pond visual appearance • Overall stormwater management system • Who pays for an aerator, including property owner assessment • Pond equity – publicly owned vs privately owned	1. Prepare plan/report for the meeting 2. Meeting with Shadow Creek Pond residents 3. Prepare policy statement on pond management 4. DECISION: Policy Statement for Adoption 5. Funding: Prepare funding request for mechanical aeration of ponds (pending City Council direction) 6. BUDGET WORKSHOP FY 25/26 Budget 7. Prepare pond management plan covering all City owned ponds 8. DECISION: FY 25/26 Budget Approval 9. Communicate management plan to all adjacent property owners	9/24 9/24 11/24 12/24 12/24 2/25 4/25 4/25 5/25

Responsibility: Leisure Services

ACTION: Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions** (Including Wind Event Operations)

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• When do we initiate a Severe Wind action plan? • Notification to residents • No defined areas of the City of Clive. I.e., districts, zones for debris assessment • Debris disposal plan • MidAmerica notification of electrical hazards • Activation of City EOC • Self-Reporting Tool for Damage Assessment • Ice events • Structural damages debris	1. Pre-identify NWS “benchmarks” that will initiate a severe weather action plan, i.e., winds of 70 mph 2. Review current City Damage Assessment Tools – capacity 3. Find the best way to notify residents – mass notification and website/other communication forms 4. Identify districts or zones within the city i.e. 1,2,3,4, each East to West mile. These will be used as areas for damage assessment 5. Explore/evaluate Polk County Regional Assessment Tool 6. Identify the number of City staff members needed for a damage assessment 7. Review draft Polk County Debris Management Plan 8. WORK SESSION: Polk County Debris Management Plan Review	11/24 11/24 12/24 12/24 2/25 3/25 3/25 4/25

Responsibility: Fire

ACTION: Street Service Level and Projects Strategy: Update PCI Data, Update Study, Prepare Recommendation

PRIORITY
Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- It has been 8 years since we completed the Street Study - There have been 3 more rounds of PCI data collection that need to be incorporated into Clive's data to know where we currently stand - The prices included in the study for maintenance, rehab and reconstruction have increased and need to be updated. - Staff turnover has created the need to provide dTims training to someone on our staff	1. Approve PSA, Budget Amendment 2. Prepare Preliminary Report 3. PRESENTATION: Updated PCI Report 4. Final Report 5. DISCUSSION: PCI Report Recommendations 6. Update of CIP 7. Complete Training of Clive CE	11/24 3/25 3/25 4/25 8/25 11/25 4/25

Responsibility: Public Works

ACTION: Sidewalk Safety Program: Implement and Updated Ordinance

PRIORITY

Policy

Key Issues

Activities/Milestones

Time

- | | | |
|---|--|-------|
| • Resolution of new sidewalk maintenance liability question (property owner v city | 1. Internal staff/legal discussion on liability question | 9/24 |
| • If higher City liability exists: | 2. If no higher liability exists, revise program budget for incorporation into CIP | 11/24 |
| ○ Review of risk management options | 3. REPORT: If higher liability exists, research risk management options | 12/24 |
| ○ Develop new sidewalk safety program to address risks | 4. If higher liability exists, develop new program | 3/25 |
| • Resolve existing sidewalk safety program challenge (contractor availability /price) | 5. DECISION: If higher liability exists, New Program Approval | 4/25 |

Responsibility: Community Development

**ACTION: Median Safety Ordinance/Roadside Solicitation:
Direction and Development**

PRIORITY

Policy

Key Issues

- Safety concerns with roadside solicitation occurring in narrow medians along major road corridors
- Free speech considerations requires careful regulations when regulating this type of speech
- Requires coordination with neighboring cities due to shared road corridors

Activities/Milestones

1. Complete research with Public Works on what medians would be targeted for ordinance amendment, “narrowly tailored”
2. Work with legal counsel to finalize an ordinance amendment based on the research
3. **PRESENTATION: Discussion of Proposed Ordinance**
4. Depending on Council direction, contact WDM, Urbandale and Waukee regarding ordinance for shared corridors (Hickman/University)
5. **DECISION: Median Safety Ordinance Amendment**

Time

10/24

11/24

1/25

3/25

4/25

Responsibility: Police

ACTION: City Hall Remodel Project: Completion**PRIORITY**

Mgmt Top

Key Issues

- Staff and consultants have identified several improvements that can be made to the City Hall/Library facilities to improve safety/security.
- Need for renovations to City Council Chambers to better accommodate virtual meetings and room security
- Desire to reduce the number of public access points to one for City Hall and one for Library/Leisure Services
- Funding sources have been identified to complete this work, but more is needed
- Shows City commitment to creating a better and safer work environment.
- Flexible space for Council Chambers
- Investment in an existing building versus building new, escalating costs

Activities/Milestones

1. **PRESENTATION/DECISION: Design Team Presents Schematic Design and “Fly thru” of Full City Hall Remodel, Discuss Phasing and Cost Increases for Project**
2. Based on Council direction, adjust construction schedule and phasing as appropriate
3. Develop financial plan for remaining phase
4. **DECISION: CIP Consideration and Approval for Funding of Future Phase**
5. Complete detailed design and construction drawings for phase 1
6. **DECISION: Bid Phase 1 Construction and Award Construction Contracts, DCI CM Contract**
7. Relocate staff and begin Phase 1 construction
8. Complete Phase 1 construction
9. Finalize detailed design/construction drawings for Phase 2 construction
10. Finalize financing plan for Phase 2

Time

9/24

9/24

11/24

12/24

12/24

1/25

1/25

5/25

7/25

8/25

Responsibility: City Manager

ACTION: Polk County Hazards Mitigation Plan: Development, Engagement and Adoption

PRIORITY

Mgmt High

Key Issues

- Reduce the loss of life and property by lessening the impact of disasters
- Facilities regional discussion and coordination
- Prioritizes internal risk management planning
- Supports preparation of mitigation funding applications

Activities/Milestones

1. Polk County EMA approval of updated plan
2. Community meeting on updated plan
3. **DECISION: Polk County Hazard Mitigation Plan**

Time

11/24
11/24
12/24

Responsibility: Community Development

ACTION: Water Resources Master Plan Implementation: Policy on Compliance , SF 455 Direction

PRIORITY

Mgmt High

Key Issues

- EPA scrutiny of Iowa DNR program
- Changing expectations among DNR staff
- Challenges by political opponents
- Clive street rehabilitation projects and manual compliance

Activities/Milestones

1. **DECISION: Manual Amendment PSA with Consultant**
2. Decision on stormwater management standards for City of Clive projects
3. Complete manual amendment drafting
4. **DECISION: Manual Updates Approval**
5. State of Clive Water presentation
6. Execute WQI projects along Little Walnut Creek
7. Execute second annual tree sale
8. Execute second year of SWAP program
9. Execute 4th year of SQR program

Time

9/24
11/24
11/24
1/25
1/25
4/25
5/25
Ongoing
9/25

Responsibility: Assistant City Manager

ACTION: University Boulevard Pump Station Relocation Project:
Grant Application, Design and Funding

PRIORITY

Mgmt

Key Issues

- Flood Plan location and current station
- Updating current station
- Site for relocation
- Critical asset to Clive's drinking water

Activities/Milestones

1. Finalize location for new Pump Station
2. Supplemental PSA
3. Preliminary Plans
4. **DECISION: Hazard Mitigation Grant Application**
5. Hazard Mitigation Grant Application Results
6. **DECISION: Order Generator (\$100K) Approval**
7. Final Plans
8. **DECISION: Funding Approval**
9. Letting
10. **DECISION: Award Contract**
11. Construction

Time

9/24
9/24
11/24
12/24

7/25
7/25
10/25
11/25
1/26
7/26
12/26

Responsibility: Public Works

ACTION: Plan for Converting Radio to Fiber Communications in Water Distribution System: Direction and Funding

PRIORITY
Mgmt

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Currently communications are radio from home to DCU and cell phone from DCU to City - Convert Water Distribution System Communications from Cell Phone to Fiber	- Identification of scope - Preparation of proposal with estimates of cost PRESENTATION: Proposal discussion/direction - Identification of funding and program in CIP DECISION: Project Approval - Final Plans - Construction	9/24 10/24 10/24 11/24 12/24 TBD TBD

Responsibility: Public Works

ACTION: Public Works Lobby Security and Breakroom Remodel:
Direction

PRIORITY
Mgmt

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Public Access to all areas of Public Works Facility - Only have a men's locker room - Substandard electrical in employee breakroom - Upgrade in data closet - Upgrades in security - Cost	- Final design with OPC PRESENTATION: Discussion, Funding, Direction - Create temporary locker room and break area - Demolition - Framing - Electrical, Plumbing and HVAC rough-in (contractor) - Construction completed (in-house)	9/24 10/24 11/24 11/24 12/24 12/24 3/25

Responsibility: Public Works

ACTION: Right-of-Way Management Policy: Report and Direction

PRIORITY

Mgmt

Key Issues

- Federal Rules limit the City's ability to oversee installation of private utilities within the ROW
- Private utility contractors damage to City infrastructure
- Constraints on ROW due to private telecom/other utilities installation

Activities/Milestones

1. Complete draft ROW policy
2. Review of draft policy by legal counsel
3. **PRESENTATION/DECISION: Policy for Private Infrastructure**
4. Update forms and process
5. Implementation

Time

2/25
3/25
4/25
5/25
6/25

Responsibility: Public Works

ACTION: Herbicide and Pesticide Policy: Report and Direction
(MS4 Review)

PRIORITY

Mgmt

Key Issues

- Identification of Herbicide and Pesticide use for compliance with City MS4 permit
- Mosquito spraying discussion
- Pond treatment

Activities/Milestones

1. Internal Discussion with Parks
2. Final Report
3. **PRESENTATION: Herbicide and Pesticide Policy Discuss and Direction**
4. Implementation of new recommendations if any

Time

10/24
11/24
1/25
3/25

Responsibility: Public Works

Management in Progress 2024 – 2025			DATE
2.	1. Large Meter Replacement	PW	Ongoing
2	2. Clive Detention Basins and Ongoing Development of Repair and Retrofit Schedule Inspection	PW	Ongoing
2	3. Clive Public Safety Center: Maintenance Plan	LS	10/24
2	4. Clark Street Pilot Green Infrastructure Evaluation After Action Report	ACM	10/24
2	5. Lead/Copper Service Line Inventory Survey: Completion	PW	10/24
2	6. Berkshire Boston Parkway Tree: Update Report	CD	10/24
2.	7. “Traffic Not Stopping at Stop” Signs Policy: Direction	PW	11/24
2	8. Alices Road ROW Demolitions: Completion	CD	12/24
2	9. MS4: Annual Reporting, Annual Inspection, Process Improvement	PW	12/24
2	10. Indian Hills Woods Flood Mitigation Grant Application	CD	12/24
2	11. Development Infrastructure Policies/SOP (Water, Sewer, Streets and Stormwater): Review and Refinement	PW	2/25
2	12. Information Handout for Private Improvements	PW	2/25
2	13. Metro Park West Flood Hazard Mitigation Plan: Implementation (Grant Funded)	CD	2/25
2	14. 5-Year Implementation Plan of Recommendations of 2016 Watershed Master Plan: Creation	PW	3/25
2	15. Work Order System for Facilities: Direction and Funding	LS	3/25
2	16. Railroad Crossing Swanson Rehabilitation: Evaluation Report	PW	5/25
2	17. Stormwater Sewer Sheds Development: Review	PW	6/25

□ **Major Projects 2024 – 2025**

			TIME
2.	1. Annual Soil Quality Restoration (SQR) Citywide Cost-Share Project: Completion	PW	11/24
2	2. New ATC Cabinet: Installation	PW	11/24
2	3. Clark and NW 101 st Crosswalk Replacement: Completion	PW	11/24
2	4. Traffic Cabinets with ATC Cabinets Replacement: Funding	PW	11/24
2	5. Annual Street Light LED Revamp: Completion	PW	12/24
2	6. Annual Walk/Don't Walk Countdown Signals: Installation Completion	PW	12/24
2.	7. Public Works/MWA Recycling Pad Signage: Completion	PW	12/24
2	8. Annual 2024 Pavement Rehabilitation Projects: Completion	PW	12/24
2	9. Hickman Road and NW 161 st Phase 2 Project – SE Legacy Pointe Boulevard: Design and Construction (in Coordination with the City of Waukee)	PW	12/24
2	10. NW 99 th Court Reconstruction: Construction	PW	12/24
2	11. Emerald Isle Drive Reconstruction – consultant coordination and final design (Houston Engineering)	PW	12/24
2.	12. Annual Stormwater Restoration Projects: Completion	PW	1/25
2	13. VLANS for Upgraded Wifi and Security Cameras at Public Works: Completion	TS	3/25
2	14. Annual Sewer Lining Projects: Completion	PW	5/25
2	15. Park Maintenance Lean-to: Construction	LS	6/25
2	16. Automatic Valves at 86 th St, and 118 th Street Vaults/Valve; 86 th and 118 th Valves Replacement	PW	7/25
2	17. NW 114 th Street Reconstruction: Construction	PW	7/25
2	18. Annual Clive Street Light Painting: Completion	PW	8/25
2	19. Flashing School Safety Systems at Douglas Avenue Shuler Elementary Waukee Replacement Project: Completion	PW	8/25
2	20. Public Works Site Improvements: Design and Approval	PW	9/25
2	21. Forest Avenue Water Main Replacement: Completion	PW	10/25
2	22. NW 142 nd and University Intersection Replacement: Completion	PW	11/25
2	23. Street Light Cabinets on 86th Street Replacement: Completion (2)	PW	12/25

GOAL 3	REVITALIZED 86TH STREET NEIGHBORHOODS
---------------	---

ACTION: Harbach Center: Vision Concept and Operations,
Partnership with West Des Moines School District and
Update Report on Experience

PRIORITY

Mgmt High

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Costs for renovation of existing facility - What is needed in the neighborhood? - Private investment in current facility if remodeled? - Ongoing staff costs and operation costs for a remodeled facility. - Role of Crestview Elementary School in some of these activities - Potential temporary City Office space during project construction - Data collection on uses/users, especially unique users	- Utilize Harbach Center as relocation space for Leisure Services staff during City Hall/Library Renovations - Develop concept with WDM School District on how Crestview facility could serve as location for service components currently being provided at Harbach Center - Parks/Facilities Team develops report on status on mechanical components at the Harbach Center - Library/Recreation Team develops report on utilization of services at Harbach Center following expansion of services (1-year report) PRESENTATION: Potential School Collaborations, Parks/Facilities Report on Building Mechanical Units and Service Report	4/25 4/25 5/25 7/25 8/25

Responsibility: City Manager

ACTION: 82nd Trail Connection: Land Acquisition, Design and Funding

PRIORITY

Policy Mod

Key Issues

- Trail alignment
- University Boulevard crossing
- Railroad crossing
- Property needs, Glacier and others
- Harbach Boulevard reconstruction
- Long-term storm sewer needs as identified in stormwater plan from Smith Group
- Grant funding opportunities
- Connectivity crossing major streets

Activities/Milestones

1. Develop high level trail alignment concept
2. **PRESENTATION: Trail Concept**
3. **DECISIONFUNDING: Request Funding for Trail Design through CIP Process**
4. Begin Trail design, either in-house or consultant services
5. Design – 50% complete
6. Design – 100% complete
7. Trail Construction Funding: CIP Request

Time

10/24
10/24
12/24

1/25
8/25
9/25
11/25

Responsibility: Leisure Services

**ACTION: 86th Street Neighborhoods Revitalization Plan:
Neighborhood Activation**

PRIORITY

Policy

Key Issues

Activities/Milestones

Time

- | | | |
|---|---|----------|
| <ul style="list-style-type: none"> For the Council to achieve community goals for this neighborhood it will require residents, property owners and stakeholders to be activated. | 1. Create a small task force/committee between City and WDM School District for regular meetings/discussions and develop relationship (Elected Officials- and Super/CM) | 10/24 |
| <ul style="list-style-type: none"> The City cannot be the only change agent for the neighborhood to be successful. | 2. Work with School District of developing a joint neighborhood communications approach | 12/24 |
| <ul style="list-style-type: none"> Certain key property owners and stakeholders need to be identified and the City needs to have a regular engagement strategy with them. | 3. Implement joint comms approach | 2/25 |
| <ul style="list-style-type: none"> There are plenty of activities happening in the neighborhood and they need to be shared/communicated. | 4. Public Art Mural (Grant Application) at Harbach Center in Rec Bay | 7/25 |
| <ul style="list-style-type: none"> The West Des Moines School District has been identified as a key neighborhood stakeholder along with other dominant property owners (Glacier) | 5. 2 nd Annual Back to School Bash event with School District | 8/25 |
| <ul style="list-style-type: none"> Stronger ties between staff serving the Harbach Center and Crestview staff | 6. Engage dominant multi-family property owner to secure support for 86 th Street Neighborhood implementation priorities (Linnan Park, 82 nd Trail, rental housing) | On-Going |
| <ul style="list-style-type: none"> City department collaboration with Crestview Schools (Library Card, Clothing Drive) | 7. PRESENTATION: Report Activities and Next Steps | 8/25 |

Responsibility: City Manager

ACTION: Major Property Future Direction: Goals/Outcomes,
Continued Dialog and Direction

PRIORITY

Policy

Key Issues

- WRA
- Business's goals and plans

Activities/Milestones

1. Monitor WRA sewer, flood mitigation and trails
2. Continue to have conversation with property/business owner

Time

Ongoing

Ongoing

Responsibility: Community Development

PRIORITY

- Linnan Park Redevelopment
- Harbach Boulevard – Phase 2 Concepts
- Stormwater Plan

Key Issues

- | | |
|---|--|
| <ul style="list-style-type: none"> • Funding for Linnan Park • Stormwater management for park, Harbach Blvd and 82nd Street Trail • Final of Harbach Blvd, Phase 2 • Stormwater plan and how recommendations coordinated with upcoming park and street reconstructions • Working with Glacier on property acquisition needs • Property needs for trail from owners other than Glacier • Park reconstruction timing and impacts to surrounding neighborhood • Council commitment: Harbach Boulevard | <p>A. Linnan Park Redevelopment</p> <ol style="list-style-type: none"> 1. Amenity survey for playground, shelter and sprayground amenities 9/24 2. PRESENTATION: Survey Results and Recommended Playground, Shelter and Sprayground Concepts 10/24 3. Public Meeting: Presentation of updated park concepts and discussion of Harbach Blvd 10/24 4. Design 90% Plan set review by staff 11/24 5. Design: 50% Plan set review by staff 12/24 6. Finalize Land Acquisition for Park 12/24 7. Funding: Apply for Prairie Meadows Grant for park improvements 2/25 8. Site Plan Submittal 2/25 9. Design 100% Plan set completed 2/25 10. Bid docs, plans and specifications completed 3/25 11. DECISION: Site Plan, Plans and Specs and Approval of Bids and Contract 4/25 12. Construction Starts 5/25 13. Groundbreaking ceremony 6/25 14. Construction completed 6/26 <p>B. Harbach Blvd, Phase 2 Concepts</p> <ol style="list-style-type: none"> 1. Staff presented concepts by Smith Group and V&K 9/24 2. Revisions of concepts 10/24 3. Final concepts from consultant 11/24 4. City staff starts design based off concepts 1/25 |
|---|--|

(continued)

Responsibility: Leisure Services

ACTION: Linnan Park: Final Design and Construction

- a. Linnan Park Redevelopment
- b. Harbach Boulevard – Phase 2 Concepts
- c. Stormwater Plan

(continued)

PRIORITY

Mgmt Top

Key Issues

Activities/Milestones

Time

C. Stormwater Plan

- | | |
|--|-------|
| 1. Report: Draft report from consultant is delivered to City staff | 9/24 |
| 2. Final Report: Consultant delivers final report based on City staff comments | 11/24 |

Responsibility: Leisure Services

ACTION: City-Owned Flood Buyout Property Strategy (Short-Term Reuse): Direction and Implementation Temporary Park

PRIORITY

Mgmt Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Removal of the Briggs facility - Finding the right mix of uses for property with the available funding - Costs to manage new park facility with some potential uses being more of a strain on staff resources - Increase in costs to likely mow the land more frequently	- Survey of potential park uses - Prepare conceptual plan for temporary park uses - Present conceptual uses to Parks, Recreation and Public Art Board PRESENTATION/DECISION: Park Conceptual Plan Approval - Completion of first phase of improvements - Completion of second phase of improvements (after Briggs is torn down)	9/24 12/24 1/25 1/25 6/25 TBD

Responsibility: Leisure Services

ACTION: University Flood Mitigation Plan: Implementation**PRIORITY**

Mgmt High

Key Issues

- Reduce the loss of life and property through flood mitigation action
- Property owner coordination
- Partnership coordination
- Sustained internal resource allocation
- Patience, Persistence and Preparation
- Developing consensus on “what’s next”
- Monument sign removal

Activities/Milestones**A. Local Buyout Program (1-3 Homes)**

1. Allocation funding (CIP) 11/24
2. Property owner outreach 12/24
3. **DECISION: Sub-Ward Agreement Approval** TBD

**B. 2022 HMGP Project (7405 University)
1/26 deadline for completion**

1. **DECISION: Purchase Agreement Approval** TBD
2. Complete asbestos abatement TBD
3. Complete demolition TBD

C. 2022 FMA Project (8000 University)

1. **DECISION: Sub-Award Agreement Approval** 10/24
2. **DECISION: Purchase Agreement Approval** 1/25
3. Complete asbestos abatement TBD
4. Complete demolition TBD

**D. 2023 FMA Swift Current Project
(7855/7887/7945 University)**

1. **DECISION: Sub-Award Agreement Approval** 11/24
2. **DECISION: Purchase Agreement Approval** 2/25
3. Complete asbestos abatement TBD
4. Complete demolition TBD

E. 2023 BRIC Project Scoping

1. RFQ solicitation 9/24
2. **DECISION: Professional Services Agreement Approval** 10/24
3. Project kick-off 11/24
4. **REVIEW: Plan Approval** 10/25

(continued)

Responsibility: Community Development

ACTION: University Flood Mitigation Plan: Implementation
(continued)

PRIORITY

Mgmt High

Key Issues

Activities/Milestones

Time

**F. 2024 HMGP Project (approximately
\$2.5M acquisition/demolition)**

- | | |
|---|-------|
| 1. Develop Application | 11/24 |
| 2. DECISION: Application
Submission Approval | 12/24 |

Responsibility: Community Development

□ **Management in Progress 2024 – 2025**

			DATE
3	1. State/Federal Lobbying and Grants for 86 th Corridor Projects	ACM	Ongoing
3	2. Clive Historic Society Assets Transfer and “Mothball” Facility: Completion	ACM	12/24
3	3. Harb District 1/Harbach Blvd Stormwater Pilot Program: Re-Evaluation and Direction	PW	4/25
3	4.. Safety Review of 90 th Street Trail Connection: Assessment, Modification and Funding	LS	8/25

□ **Major Projects 2024 – 2025**

			DATE
3	1. Harbach Boulevard Reconstruction Phase 2 – 82 nd to 86 th Preliminary Design (Smith Group and V&K)	PW	12/24

GOAL 4	GREAT PLACE TO LIVE: THE PREMIER LOCATION FOR FAMILIES
---------------	---

ACTION: Rental Housing Registration and Inspection Program:
Program Goal, Options, Direction and Funding**

PRIORITY

Policy High

Key Issues

- Safe rental housing
- Supporting vulnerable residents
- Community context and character
- Program funding and impacts on affordability
- 1-year continuation of existing program for time to deep dive into program

Activities/Milestones

1. BCAB Discussion
2. **DECISION: Program Renewal Approval (One Year Extension)**
3. Property owner communication
4. Establish Rental Housing Program Workgroup (Council Members: Klein and McCoy)
5. Staff research/workgroup discussion
6. New program draft
7. BCAB
8. **REVIEW: Rental Housing Program**
9. **DECISION: Rental Housing Program Adoption**
10. Property coordination

Time

9/24
10/24
11/24
1/25
4/25
7/25
8/25
9/25
9/25
12/25

Responsibility: Community Development

ACTION: Accessory Dwelling Units: Goals/Outcomes, Best Practices, Report with Options, Direction and Implementation**

PRIORITY

Policy High

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Increase property values • Increased housing availability (quantity, type and price points) • Increase in rental” housing concerns • Property calibration of regulatory controls (market needs v adjacent property owner interests) • Resident education • Informing other regional housing-related organizations • Concerns about short-term rental properties • State regulations	1. Internal staff research 2. PRESENTATION: Options 3. ADU community engagement plan 4. Draft ADU ordinance 5. P&Z Consideration 6. DECISION: Accessory Dwelling Units 7. Community education (permitting)	1/25 2/25 4/25 7/25 10/25 11/25 1/26

Responsibility: Community Development

ACTION: Housing Preservation Strategy/Policies/Programs: Aging
Housing Data Collection, Goals/Desired Outcomes, Best
Practices, Options and Direction

PRIORITY

Policy

Key Issues

- Market vs community expectations
- Carrot vs sticks
- Calibration of regulations benefits/costs
- Increasing property values
- Enforcement challenges
- Best practices
- Data-based housing on conditions and locations

Activities/Milestones

1. Staff update housing conditions data
2. Staff research on best practices
3. Develop presentation/input
4. **PRESENTATION: Housing Preservation Strategy Discussion and Direction**

Time

3/25
6/25
6/25
7/25

Responsibility: Community Development

**ACTION: Dog Park(s): Concept, Best Practices, Options,
Locations, Direction and Funding**

PRIORITY

Policy

Key Issues

Activities/Milestones

Time

- | | | |
|--|---|-------|
| • Limited land available for dog park | 1. Report on best practices | 11/24 |
| • Staff resources needed to manage park | 2. Develop a program and concept for a dog park in Clive based on best practices report | 2/25 |
| • Staff resources needed to manage the dogs and people | 3. Identify potential locations for dog park (3) | 4/25 |
| • Funding needed for construction | 4. Develop cost estimates for each potential location (3) | 6/25 |
| • Amenities for dogs | 5. PRESENTATION/DIRECTION: Dog Park Concepts Discussion and Direction | 8/25 |
| • Grants and outside funding sources | | |
| • Potential partners | | |

Responsibility: Leisure Services

ACTION: Horizon Center Development: Incremental Business Management and Greenbelt Music Festival/Camping

PRIORITY

Mgmt Mod

Key Issues

- Property owners desire for continued re-investment
- Limited capacity to support broader shared planning
- Expansion of Greenbelt Music festival and similar events
- Event Camping (both private and public property)
- Parking requirements
- RV and camping impacts
- Incremental approach
- Experiences at Waterworks Park Des Moines

Activities/Milestones

1. Coordinate with property owner (Site Plan issues)
2. Site Plan/Building Renovation Review
3. **DECISION: Camping Private Property Direction**

Time

12/24
6/25
TBD

Responsibility: Community Development

ACTION: Aquatic Center Scholarship Program and Regional Pass:
Partnership, Direction and Funding

PRIORITY

Mgmt

Key Issues

- Determining eligibility for program
- Keeping eligibility simple
- Funding for program

Activities/Milestones

1. Review local and national best practice and prepare report
2. Draft proposed scholarship program, including eligibility, estimated costs and grants and funding opportunities
3. Direction: Present program to Parks, Recreation and Public Art Board
- 4. DECISION: Aquatic Center Scholarship Program Approval**
5. Work with Clive Community Foundation funding development
6. Program begins

Time

2/25

7/25

8/25

8/25

8/25

1/26

Responsibility: Leisure Services

ACTION: Community Rating System for Upgrade to Class 4:
Completion

PRIORITY
Mgmt

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Flood insurance premium discounts (+5%)	1. ISP verification discussion	11/24
• Class 4 is a big deal (ego-wise)	2. Polk County Hazard Mitigation Plan approval	12/24
	3. Submit application	1/25

Responsibility: Community Development

□ **Management in Progress 2024 – 2025**

			DATE
4	1. Development Facilitation	CD	Ongoing
	a. Dehner Distillery		Ongoing
	b. Shadow Creek – Area		Ongoing
	c. Emerald Isle – Area		Ongoing
4	2. Library Strategic Plan: Implementation	LS	Ongoing
4	3. Landscape Management Plan: Development	LS	Ongoing
4	4. Homeowner Education on Federal Energy/Efficiency Grant Program: Public Education Campaign	ACM	Ongoing
4	5. Home Show Expo 2024 – Shadow Creek West	ACM	9/24
4	6. Library Fine Free: Annual Report	LS	12/24
4	7. Development Standards Manual/Zoning Ordinance Update: Mayor and City Council Decision	CD	2/25
4	8. Neighborhood Trail Closure Gates: Installation	LS	5/25
4	9. Substantial Damage/Substantial Improvement Management Plan	CD	7/25
4	10. Clive Festival 2025 – 50 th Anniversary	LS	7/25
4	11. Home Show Expo 2024 – Shadow Creek West	ACM	9/24

□ **Major Projects 2024 – 2025**

			DATE
4	1. Cirkseena Park: Completion	LS	5/25
4	2. Canary Park Detention Drainage Improvements	LS	7/25
4	3. Neighborhood Park Signs Annual Replacement Program: Completion – Trail/911 Safety Sign Focus	LS	7/25
4	4. Campbell Park Dugouts: Funding	LS	12/25

GOAL 5	DISTINCTIVE CLIVE GREENBELT
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ACTION: Greenbelt Landing Project: Bid and Construction

PRIORITY

[Policy Top](#)

Key Issues

- Army Corps approval of permit
- EPA approval of NEPA clearance
- Coordination of multiple contracts
- Playground installation
- Rejection of bid package #6
- Impacts to 2025 aquatic season with parking lot changes

Activities/Milestones

1. **DECISION: All Construction Bids Approval**
2. Army Corps Permit and EPA NEPA approvals
3. Groundbreaking ceremony
4. Kickoff small donation campaign
5. Construction starts
6. Substantial construction complete
7. Clive Festival
8. Construction complete
9. Development of Programming for new Greenbelt Landing (Stage, Facility, etc.)

Time

9/24

9/24

10/24

10/24

10/24

7/25

7/25

10/25

8/25

Responsibility: Leisure Services

ACTION: Little Walnut Creek Greenbelt Improvement –
Streambank Restoration and Trail Extension: Design,
Construction, Funding and Land Acquisition

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Construction of Streambank Improvements East of Alice's Road - Reconstruction of Trail East of Alice's Road - Funding of Streambank and Trail Improvements West of Alice's Road - Streambank Improvements West of Alice's Road - Trail Improvements West of Alice's Road - Decision on Mitigation Banking - Fund and ROI - West Trail Property Acquisition - Permitting	A. East Stream - East Stream Construction - East Stream Final Completion (vegetation) B. East Trail PRESENTATION: East Trail Out to Bid - East Trail Final Plans - East Trail Letting DECISION: Award East Trail Construction Contract - East Trail Construction C. West Stream - West Stream Bank & Trail Permits, DNR, USACE - West Stream 95% Plans (pre-permit) - West Stream Bank Public Engagement PRESENTATION: West Stream Bank Improvements - West Stream Bank 100% plans (post-permit) - West Stream Bank Letting DECISION: Award West Stream Bank Contract - West Stream Bank Public Engagement Pre-Construction - West Stream Bank Construction - West Stream Bank Final Completion (vegetation)	12/24 7/25 11/24 12/24 1/25 2/25 6/25 7/25 10/24 3/25 4/25 7/25 8/25 8/25 9/25 3/26 7/26

(Continued)

Responsibility: Public Works

ACTION: Little Walnut Creek Greenbelt Improvement –
Streambank Restoration and Trail Extension: Design,
Construction, Funding and Land Acquisition
(Continued)

PRIORITY

Policy

Key Issues

Activities/Milestones

Time

D. West Trail

- | | |
|--|------|
| 1. West Trail 95% Plans (pre-permit) | 9/24 |
| 1. West Trail Public Engagement | 3/25 |
| 2. PRESENTATION: West Trail | 4/25 |
| 3. West Trail 100% Plans (post-permit) | 7/25 |
| 4. West Trail Letting | 1/26 |
| 5. DECISION: Award West Trail | 1/26 |
| 6. West Trail Public Engagement Pre-
Construction | 2/26 |
| 7. West Trail Construction | 7/26 |

E. Mitigation Banking Instrument

- | | |
|---|-------|
| 1. Internal Discussion on MBI – How,
ROI | 9/24 |
| 2. DECISION: Move Forward with
MBI | 10/24 |
| 3. MBI – 1st draft | 12/24 |
| 4. MBI – Public Meeting (Stream,
Trail) | 1/25 |
| 5. PRESENTATION: MBI | 1/25 |
| 6. MBI – 2nd draft | 2/25 |
| 7. DECISION: MBI Approval | 3/25 |
| 8. Mitigation Bank Construction | 2025 |
| 9. Mitigation Bank Available | 2030 |

F. Eco- Restoration

TBD

Responsibility: Public Works

ACTION: Greenbelt Strategic Land Acquisition: Direction and Funding**

PRIORITY

Policy

Key Issues

Activities/Milestones

Time

- | | | |
|---|--|-------|
| • Prioritization and timing of acquisitions | 1. Develop document of potential land acquisitions | 4/25 |
| • Willingness of property owners to sell | 2. Prioritize highest priority targets for acquisitions | 6/25 |
| • Funding for acquisitions | 3. Apply for REAP Grant | 8/25 |
| | 4. PRESENTATION/REPORT: Broad Plan and Future Steps | 8/25 |
| | | 10/25 |
| | 5. Begin first acquisitions | 3/26 |
| | 6. First acquisitions completed | |

Responsibility: Leisure Services

ACTION: Wastewater Reclamation Authority (WRA) Parallel
Trunk Sewer Installation – Impacts to the Greenbelt

PRIORITY
Mgmt

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• WRA constructing a Common Trunk Line Through Clive Greenbelt	1. Clive Property Acquisition - Preparation of plats	9/24
• Impacts to Clive Greenbelt Trail, closures	2. 86 th St Connections	10/24
	3. PRESENTATION: Alignment and Property Impacts (CIP Process)	11/24
	4. Final Plans	12/24
	5. Acquisition of easements	2/25
	6. Letting	7/25
	7. WRA Construction - Phase 1 West of I-35/80	12/26
	8. Phase 2 East of I35/80 (73rd St to W of I80/35)	8/28
	9. Additional Opportunities -Indian Hills Re-meander	TBD
	10. Funding - identify funding needs for WRA work	TBD

Responsibility: Public Works

☐ **Management in Progress 2024 – 2025**

			DATE
5	1. Greenbelt Vegetation Management Study, Phase 2	LS	9/24
5	2. Invasive Plants and Vegetation Management: Phase 1: Completion	LS	12/24
5	3. Greenbelt Trail Education Campaign : Safety and Etiquette	ACM	5/25
5	4. Greenbelt Landing Individual Donor (Goal: \$100,000)	ACM	10/25

☐ **Major Projects 2024 – 2025**

			DATE
5	1. Annual Greenbelt Trail Maintenance Projects (73 rd – 100 th)	LS	8/25

Policy Calendar 2024 – 2025

MONTH

September 2024

1. **PRESENTATION: Alice's Road Phase 1A Design, STM Discussion and Direction**
2. **PRESENTATION: Report to Council Personnel Committee on Buildout Staffing**
3. **PRESENTATION: 108TH Signalization Project**
4. **PRESENTATION/DECISION: Design Team Presents Schematic Design and "Fly thru" of Full City Hall Remodel, Discuss Phasing and Cost Increases for Project**
5. **DECISION: Manual Amendment PSA with Consultant**
6. **DECISION: All Construction Bids Approval for Greenbelt Landing**
- 7.
- 8.
- 9.

MONTH

October 2024

1. **BRIEFING: Updated Financial Strategy with City Council Reaffirmation**
2. **PRESENTATION/DECISION: Capital Equipment Plan One-Time Financial Adjustment**
3. **REPORT: Buildout Staffing Levels**
4. **DECISION: Proposed New 108th Signal Approval**
5. **DECISION: LWC Crossing Options and Recommendations**
6. **DECISION: Berkshire & Douglas –PSA Design**
7. **PRESENTATION: Plan for Converting Radio to Fiber Communications Proposal Discussion/Direction**
8. **PRESENTATION: Public Works Lobby Security and Breakroom Remodel Discussion, Funding, Direction**
9. **PRESENTATION: Linnan Park Survey Results and Recommended Playground, Shelter and Spray ground Concepts**
10. **DECISION: Sub-Award Agreement Approval for 2022 FMA Project (8000 University)**

MONTH

October 2024

11. **DECISION: 2023 BRIC Project Professional Services Agreement Approval**
12. **DECISION: Rental Housing Registration Program Renewal Approval**
13. **DECISION: Move Forward with Mitigation Banking Instrument**
14. **PRESENTATION/DECISION: PFM Scope of Services, Decision on Work and FY 24/25 Budget Amendment for Financial “Dip” Plan**
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

MONTH

November 2024

1. **DECISION: Alice's Road Phase 1A: Easement Acquisitions Completed**
2. **DECISION: Sub-Award Agreement Approval for 7855/7887/7945 University**
3. **PRESENTATION: Little Walnut Creek East Trail Out to Bid**
4. **PRESENTATION: WRA Sewer Alignment and Property Impacts (CIP Process)**
5. **DECISION: City-State Legislative Agenda 2025: Approval**
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

December 2024

1. **BRIEFING: City Manager to Discuss their Assessment and Preferences on Clive's Regional Role and Memberships**
2. **DECISION: Western Cities Adoption of Joint Legislative Agenda**
3. **DECISION: Policy Statement on Publicly-owned Pond Maintenance Adoption**
4. **DECISION: Alice's Road Phase 1A Funding**
5. **DECISION: Alice's Road Phase 1A Final Plans**
6. **DECISION: Berkshire & Douglas –Intersection Control**
7. **DECISION: Berkshire & Douglas –Funding**
8. **REPORT: If higher liability exists, Risk Management Options**
9. **DECISION: CIP Consideration for City Hall Remodel and Approval for Funding of Future Phase**
10. **DECISION: Converting Radio to Fiber Communications Project Approval**

MONTH

December 2024

11. **DECISION: Polk County Hazard Mitigation Plan**
12. **DECISION: Hazard Mitigation Grant Application for University Boulevard Pump Station**
13. **DECISION FUNDING: Request Funding for 82nd Trail Connection Design through CIP Process**
14. **DECISION: Application Submission Approval for 2024 HMGP Project (approximately \$2.5M acquisition/demolition)**
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

MONTH

January 2025

1. **DECISION: Fire-EMS Maintenance Agreement – Adoption**
2. **DECISION: City Hall Remodel Bid Phase 1 Construction and Award Construction Contracts, DCI CM Contract**
3. **DECISION: Water Resources Manual Updates Approval**
4. **PRESENTATION: Herbicide and Pesticide Policy Discuss and Direction**
5. **PRESENTATION: Discussion of Proposed Median Safety Ordinance/Roadside Solicitation Ordinance**
6. **DECISION: Purchase Agreement Approval for 2022 FMA Project (8000 University)**
7. **PRESENTATION/DECISION: Park Conceptual Plan Approval for Flood Buyout Area**
8. **PRESENTATION: Mitigation Banking Instrument**
- 9.
- 10.

MONTH

February 2025

1. **BUDGET WORKSHOP: FY 25-26 Budget - Long-Term Financial Strategy, Impacts of State Legislation Restrictions and Budget Proposals (Road Use Tax, Utilities, General and Trust & Agency)**

2. **BUDGET WORKSHOP: FY 25/26 Funding for:**
 - a. **Grand Writing**
 - b. **Leisure Services Sign-Up System**
 - c. **Allocations to the Regional Agencies and Participation**
 - d. **CIT Position Contingencies, both in terms of service delivery and funding**
 - e. **Computer Forensics/Cybercrime Position**
 - f. **GIS Tech Position**
 - g. **Non-Union Compensation Study/Survey**
 - h. **Publicly-owned Pond Maintenance Adoption**

3. **BUDGET WORKSHOP: FY 25/26 Budget Presentation of Proposed Utility Rates**

4. **DECISION: Alice's Road Phase 1B – Intersection Control**

5. **DECISION: Purchase Agreement Approval for 7855/7887/7945 University**

6. **PRESENTATION: ADU Options**

7. **DECISION: Award Little Walnut East Trail Construction Contract**

MONTH

March 2025

1. **DECISION: Shared Fire-EMS Services 28E with Urbandale Adoption**
2. **PRESENTATION: Updated PCI Report**
3. **DECISION: Berkshire & Douglas– Design, STM Discussion/Direction**
4. **DECISION: Mitigation Banking Instrument Approval**
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

April 2025

1. **DECISION: FY 25/26 Budget Adoption**
2. **PRESENTATION/DECISION: Reviews and Considers Title 8 Ordinance Readings and Policy Adoption**
3. **DECISION: FY 25/26 Utility Rate Ordinance Adoptions**
4. **PRESENTATION/DECISION: Draft ERU Policy and Council Adoption**
5. **PRESENTATION/DECISION: Collective Bargaining Agreements and Adoption**
6. **DECISION: 28E for Bariatric Patients – Adoption**
7. **DECISION: If higher liability exists, New Program Approval**
8. **PRESENTATION/DECISION: ROW Management Policy for Private Infrastructure**
9. **DECISION: Median Safety Ordinance Amendment**
10. **DECISION: Linnan Park Site Plan, Plans and Specs and Approval of Bids and Contract**

MONTH

April 2025

11. **PRESENTATION: Little Walnut Creek West Stream Bank Improvements**

12. **WORK SESSION: Polk County Debris Management Plan Review**

13.

14.

15.

16.

17.

18.

19.

20.

MONTH

May 2025

1. **REPORT: Council Personnel Committee on Management and Succession Planning**
2. **PRESENTATION: Proposed Policy Feedback and Direction on Proposed Recreation Revenue Recovery Policy**
3. **DECISION: Interchange Maintenance Agreement Approval with Urbandale and IDOT**
4. **DECISION: Berkshire & Douglas – Easement Acquisitions Completed**
5. **DECISION: City-Federal Legislative Agenda 2025 Approval**
6. **PRESENTATION: Major Streets Crossings Best Practices and Opportunities**
- 7.
- 8.
- 9.
- 10.

MONTH

June 2025

1. **PRESENTATION: Westcom Community City Councils Presented with Space Needs and Potential Financing Options, Next Steps Determined**
2. **DECISION: Berkshire & Douglas –Final Plans**
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

July 2025

1. **PRESENTATION: Draft Financial Model and Community Benchmarks**
2. **PRESENTATION: Service Collaboration Strategy Report and Determine Next Steps (if any)**
3. **PRESENTATION: Snow Removal Report and Direction**
4. **DECISION: Order Generator (\$100K) Approval**
5. **PRESENTATION: Housing Preservation Strategy Discussion and Direction**
- 6.
- 7.
- 8.
- 9.
- 10.

MONTH

August 2025

1. **REPORT: Updated Strategic Issue Memo to City Council on Management and Succession Planning**
2. **DISCUSSION: PCI Report Recommendations**
3. **DECISION: Alice's Road Phase 1B – Design, STM Discussion and Direction**
4. **RESENTATION: 86th Street Neighborhoods Revitalization Plan Report Activities and Next Steps**
5. **PRESENTATION: Potential School Collaborations, Parks/Facilities Report on Building Mechanical Units and Service Report**
6. **PRESENTATION/DIRECTION: Dog Park Concepts Discussion and Direction**
7. **DECISSION/APPROVAL: Aquatic Center Scholarship Program and Regional Pass Program Approval**
8. **DECISION: Award Little Walnut Creek West Stream Bank Contract**
9. **PRESENTATION/REPORT: Greenbelt Strategic Land Acquisition Broad Plan and Future Steps**



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: September 12, 2024

RE: Resolution Supporting the Referendum to Increase Board Membership
- Dallas County Board of Supervisors

SYNOPSIS:

In August a petition with over 5,000 signatures from Dallas County residents, including residents from Clive, was submitted to the Dallas County Board of Supervisors to place a measure on the November 5, 2024 ballot to increase the size of the Dallas County Board of Supervisors from three to five members. The Dallas County Board has placed the item on the ballot and the Clive City Council desires to indicate their support for this increase of the Board to five members.

Two other DSM Metro Counties (Polk and Warren Counties) consist of five members of their Board of Supervisors, so this increase would align with those other counties for a growing Dallas County and DSM Metro Area.

The attached resolution supporting the referendum is included in the agenda packet for your consideration and approval.

Attachments:

1. Dallas Co Board of Supervisors Three to Five Referendum Clive Res Support 9-12-24

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE REFERENDUM TO INCREASE BOARD
MEMBERSHIP OF THE DALLAS COUNTY BOARD OF SUPERVISORS

WHEREAS, the City of Clive, Dallas County, State of Iowa, is a duly organized Municipal Organization; and

WHEREAS, the Dallas County Board of Supervisors currently consists of three (3) elected members; and

WHEREAS, Dallas County is the fastest growing county in the State of Iowa and is among the fastest growing counties within the United States; and

WHEREAS, following the receipt of a petition of over 5,000 signatures from Dallas County residents, the County has placed a referendum vote on the November 5, 2024 ballot to increase the membership of the Dallas County Board of Supervisors to five (5) elected members; and

WHEREAS, considering the continuing growth of Dallas County and to provide representation commensurate with the number of Dallas County residents to be served, the Clive City Council supports the November 5, 2024 ballot measure to increase the Board membership to five members.

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa that it supports the November 5, 2024 ballot measure to increase the membership of the Dallas County Board of Supervisors from three (3) to five (5) members.

PASSED AND APPROVED this 12th day of September, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: September 12, 2024

RE: Resolution Setting Public Hearing (09/26/2024, 6:00 p.m.) - 2024B
General Obligation Loan Agreements and to borrow money thereunder

SYNOPSIS:

As the City moves forward with capital projects, it is prudent and timely for the City to capture the additional TIF increment in order to fund needed improvements in the Urban Renewal Area. The breakdown of the 2024B borrowing (\$3,190,000) relates to TIF capital projects, as outlined in the CIP approved in December 2023.

- City Hall/Library Renovation Project - \$500,000
- Alice's Road Reconstruction - \$1,700,000 (Essential Purpose)
- Linnan Park Improvements - \$1,000,000 (Essential Purpose)

The timing of the bond issuance will allow the City to certify the debt by the December 1 deadline, for revenue to be received beginning in FY26. This issue will have no impact on the debt service levy as the debt certified for the TIF Fund will cover the debt payments.

Staff recommends setting the public hearing for September 26, 2024, at 6:00 p.m.

Attachments:

1. Resolution Setting the Public Hearing for 2024B GO Bond

MINUTES TO SET DATE FOR
HEARINGS ON PROPOSALS TO ENTER
INTO LOAN AGREEMENTS

421346-NEW

Clive, Iowa

September 12, 2024

The City Council of the City of Clive, Iowa, met on September 12, 2024, at _____ o'clock
____.m., at the City Hall Chambers, Clive, Iowa. The Mayor presided and the roll was called
showing the following members of the City Council present and absent:

Present:

Absent: _____.

Council Member _____ introduced the resolution hereinafter next
set out and moved its adoption, seconded by Council Member _____; and
after due consideration thereof by the City Council, the Mayor put the question upon the adoption
of the said resolution and the roll being called, the following named Council Members voted:

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution setting the date for a public hearings on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder

WHEREAS, the City of Clive (the “City”), in Polk and Dallas Counties, State of Iowa, proposes to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$2,780,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the “Essential Purpose Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a loan agreement (the “Urban Renewal Loan Agreement” and, together with the Essential Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$600,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of undertaking the City Facilities and Buildings Improvements Project, an urban renewal project in the Clive Urban Renewal Area in the City, authorized by action of the City Council on March 23, 2023 which will include renovating, furnishing and equipping the City Hall/Library facilities (the “Urban Renewal Projects” and, together with the Essential Purpose Projects, the “Projects”), and in lieu of calling an election thereon, the City desires to institute proceedings to enter into the Urban Renewal Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Sections 384.24.3(q) and 384.26 of the Code of Iowa, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Urban Renewal Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. This City Council shall meet on September 26, 2024, at the City Hall Chambers, Clive, Iowa, at _____ o’clock ____ .m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,780,000

(GENERAL OBLIGATION)

The City Council of the City of Clive, Iowa (the “City”), will meet on September 26, 2024, at the City Hall Chambers, Clive, Iowa, at _____ o’clock ____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,780,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$4.95, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Clive, Iowa.

Matthew Graham
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Urban Renewal Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$600,000

(GENERAL OBLIGATION)

The City Council of the City of Clive, Iowa (the “City”), will meet on September 26, 2024, at the City Hall Chambers, Clive, Iowa, at _____ o’clock ____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$600,000 for the purpose of undertaking the City Facilities and Buildings Improvements Project, an urban renewal project in the Clive Urban Renewal Area in the City, authorized by action of the City Council on March 23, 2023 which will include renovating, furnishing and equipping the City Hall/Library facilities.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24(3)(q) of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$1.10, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Clive, Iowa.

Matthew Graham
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$3,380,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 12, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF POLK AND DALLAS SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into certain loan agreements, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA

COUNTIES OF POLK AND DALLAS

SS:

CITY OF CLIVE

I, the undersigned City Clerk, do hereby certify that the City of Clive is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Manager
_____, City Clerk
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the date indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

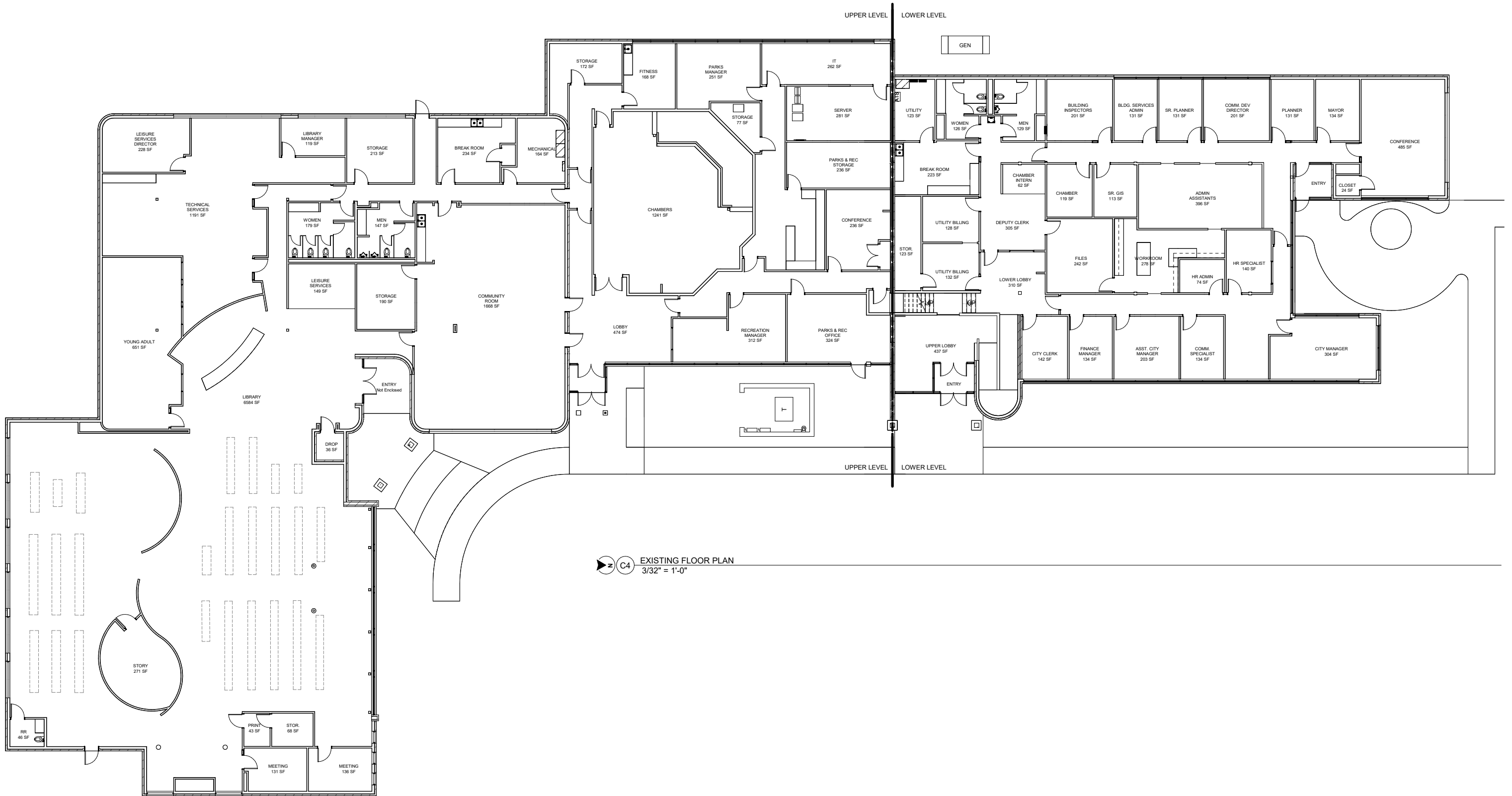
STATE OF IOWA
COUNTY OF DALLAS AND POLK SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavit hereto attached are true and complete copies, were published on the date and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavits with the clippings of the notices, as published.)

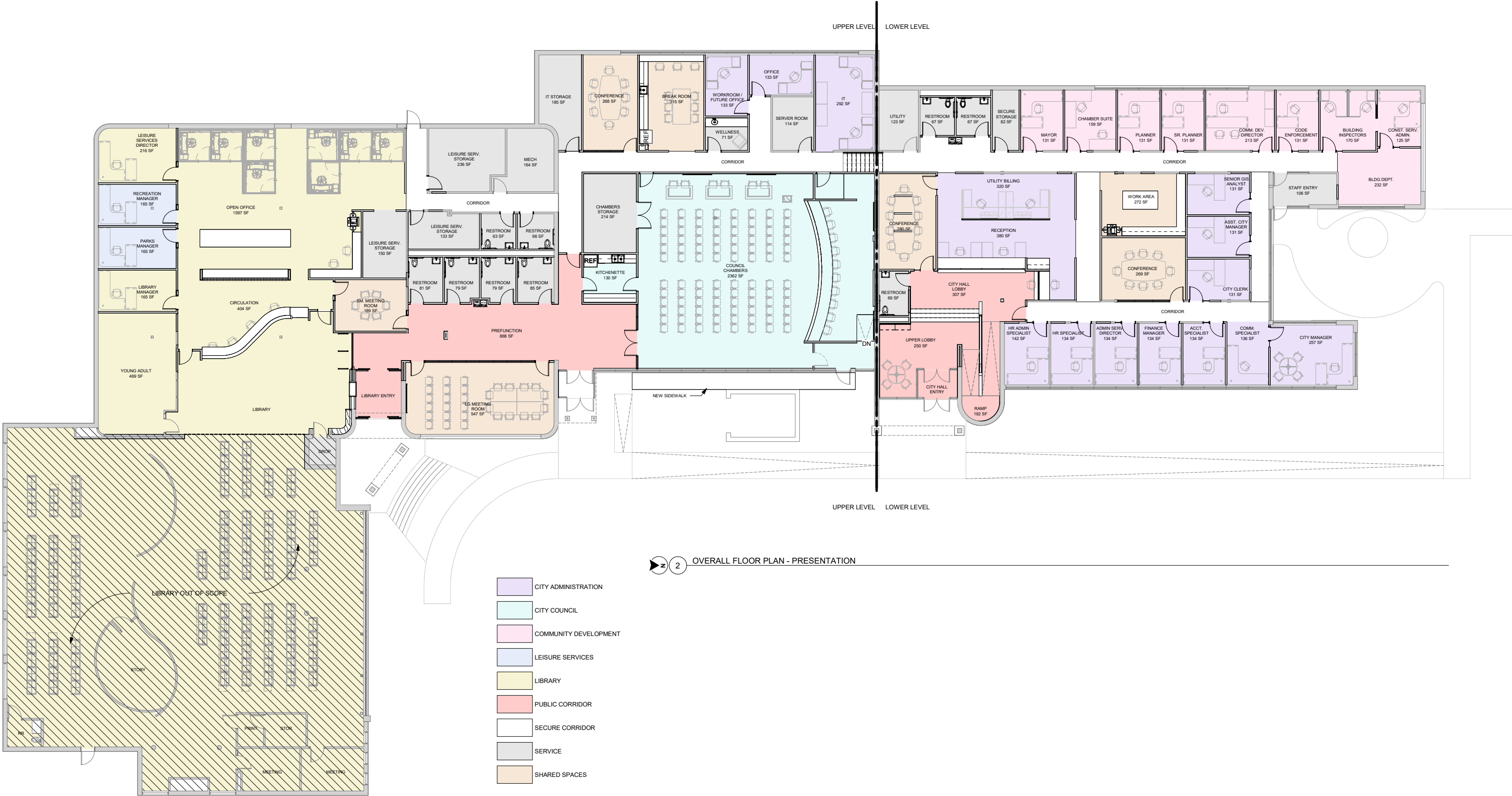


Existing Floor Plan

CITY OF CLIVE - CITY HALL AND LIBRARY RENOVATION

September 12, 2024 | City Council Meeting





2 OVERALL FLOOR PLAN - PRESENTATION

Concept Floor Plan

CITY OF CLIVE - CITY HALL AND LIBRARY RENOVATION

September 12, 2024 | City Council Meeting



Date: 08/20/2024

Estimate Table

Description	Quantity	Unit	Unit Cost	Total
001 Direct Cost				
02 Existing Conditions				
Interior Gutting	21,480.62	SF	5.65	121,365.50
Electrical Demo	21,480.00	SF	1.35	28,998.00
HVAC Demo	21,480.00	SF	3.00	64,440.00
02 - Existing Conditions Totals				\$214,803.50
03 Concrete				
slab removal and replacement allowance	919.36	SF	25.00	22,984.00
New concrete stair	1.00	EA	10,000.00	10,000.00
03 - Concrete Totals				\$32,984.00
06 Wood , Plastic and Composites				
Wood slat partition	177.92	SF	170.00	30,246.40
Wood Paneling	471.35	SF	47.55	22,412.69
Wood slat railings	53.71	SF	80.00	4,296.80
Upper cabinets	85.01	LF	307.00	26,098.07
Reception Desk	20.46	LF	645.00	13,196.70
Quartz Counter tops	535.77	SF	125.95	67,480.23
Circulation desk	28.18	LF	645.00	18,176.10
Council chambers desk	33.17	LF	645.00	21,394.65
Base cabinets (no counter tops)	346.82	LF	490.00	169,941.80
In wall blocking	633.44	LF	12.00	7,601.28
06 - Wood , Plastic and Composites Totals				\$380,844.72
07 Thermal and Moisture Protection				
Water infiltration allowance	1.00	LS	25,000.00	25,000.00
Roof patching allowance	1.00	LS	25,000.00	25,000.00
07 - Thermal and Moisture Protection Totals				\$50,000.00
08 Openings				
Glass Walls	93.60	SF	97.00	9,079.20
Interior Aluminum Doors & Hardware	4.00	EA	3,425.00	13,700.00
Interior Storefront	483.73	SF	75.00	36,279.75

Description	Quantity	Unit	Unit Cost	Total
Hollow metal side lite frame	22.00	EA	505.00	11,110.00
Commercial single door, frame and hardware	50.00	EA	2,450.00	122,500.00
08 - Openings Totals				\$192,668.95
09 Finishes				
Painting Drywall	62,097.73	SF	1.25	77,622.16
Sealed Concrete, SpecChem's Spec Hard	1,578.43	SF	1.25	1,973.04
Bathroom tile	744.95	SF	17.18	12,798.24
Floor Tile	2,269.46	SF	17.18	38,989.32
Entry Carpet	223.05	SF	14.50	3,234.23
Carpet	14,341.52	SF	6.12	87,770.10
4" Rubber Cove Base	4,010.44	LF	3.80	15,239.67
Drywall Bulkhead	1,604.05	SF	22.90	36,732.74
Paint Exposed Structure	1,473.67	SF	1.15	1,694.72
Drywall on metal framed ceiling. No insulation	3,710.51	SF	10.10	37,476.15
Acoustical Ceiling Tile	10,274.33	SF	6.05	62,159.70
A1 Acoustical ceiling tile	692.02	SF	15.00	10,380.30
A1 Acoustical ceiling tile	2,107.93	SF	6.05	12,752.98
Patch drywall on existing walls	19,574.24	SF	0.62	12,136.02
Metal Stud Framing & Drywall	21,098.20	SF	14.90	314,363.18
09 - Finishes Totals				\$725,322.55
10 Specialties				
Code Required signs	15.00	EA	96.35	1,445.25
Exterior signage allowance	1.00	LS	35,000.00	35,000.00
Toilet Accessories	9.00	EA	645.00	5,805.00
10 - Specialties Totals				\$42,250.25
21 Fire Suppression				
Modify fire sprinkler system	21,480.00	SF	2.50	53,700.00
21 - Fire Suppression Totals				\$53,700.00
22 Plumbing				
Plumbing fixtures	24.00	EA	7,500.00	180,000.00
Floor drain, 4"	10.00	EA	2,500.00	25,000.00

Description	Quantity	Unit	Unit Cost	Total
22 - Plumbing Totals				\$205,000.00
23 Heating, Ventilating and Air-Conditioning (HVAC)				
HVAC Budget	21,480.00	SF	50.00	1,074,000.00
23 - Heating, Ventilating and Air-Conditioning (HVAC) Totals				\$1,074,000.00
26 Electrical				
Generator allowance	1.00	LS	200,000.00	200,000.00
Solar allowance	1.00	LS	250,000.00	250,000.00
Electrical Budget	21,480.00	SF	30.00	644,400.00
A/V budget	21,480.00	SF	7.50	161,100.00
26 - Electrical Totals				\$1,255,500.00
28 Electronic Safety And Security				
Low voltage & security	21,480.00	EA	7.00	150,360.00
28 - Electronic Safety And Security Totals				\$150,360.00
001 - Direct Cost Totals				\$4,377,433.97

Indirect cost

Description	Total
Design contingency - 10%	437,743.40
Construction contingency - 5%	218,871.70
General Conditions - 8%	402,723.93
CM Fee - 3%	163,103.19
Design	203,500.00
CM Staff	138,212.00
Hazardous materials allowance	11,700.00
Building Permit	0.00
Reprographics	3,900.00
Commissioning	120,000.00
Owner's Representative	19,500.00
FF & E	247,800.00
Total Estimate	\$6,344,488.18

Estimate Table

Description	Quantity	Unit	Unit Cost	Total
001 Upper Level				
0010 Site work				
Exterior signage allowance	1.00	LS	35,000.00	35,000.00
0010 - Site work Total				\$35,000.00
0020 Demolition				
Interior Gutting	12,934.69	SF	5.65	73,081.00
Electrical Demo	12,934.00	SF	1.35	17,460.90
HVAC Demo	12,934.00	SF	3.00	38,802.00
0020 - Demolition Total				\$129,343.90
0030 Foundation				
slab removal and replacement allowance	458.08	SF	25.00	11,452.00
0030 - Foundation Total				\$11,452.00
0040 Enclosure				
Water infiltration allowance	12,934.00	SF	1.17	15,132.78
0040 - Enclosure Total				\$15,132.78
0045 Roofing				
Roof patching allowance	12,934.00	SF	1.17	15,132.78
0045 - Roofing Total				\$15,132.78
0050 Upper Level Finishes				
Code Required signs	9.00	EA	96.35	867.15
4" Rubber Cove Base	1,673.44	LF	3.80	6,359.07
Entry Carpet	76.41	SF	14.50	1,107.95
Sealed Concrete, SpecChem's Spec Hard	1,355.69	SF	1.25	1,694.61
Floor Tile	1,469.68	SF	17.18	25,249.10
Bathroom tile	529.58	SF	17.18	9,098.18
Carpet	8,665.01	SF	6.12	53,029.86
Painting Drywall	34,412.20	SF	1.25	43,015.25
Drywall Bulkhead	1,400.01	SF	22.90	32,060.22
Paint Exposed Structure	1,386.73	SF	1.15	1,594.74

Description	Quantity	Unit	Unit Cost	Total
Drywall on metal framed ceiling. No insulation	1,937.70	SF	10.10	19,570.77
A1 Acoustical ceiling tile	2,107.93	SF	6.05	12,752.98
Acoustical Ceiling Tile	6,070.13	SF	6.05	36,724.29
Wood slat partition	177.92	SF	170.00	30,246.40
Wood Paneling	471.35	SF	47.55	22,412.69
Wood slat railings	53.71	SF	80.00	4,296.80
New concrete stair	1.00	EA	10,000.00	10,000.00
Toilet Accessories	6.00	EA	645.00	3,870.00
Quartz Counter tops	367.40	SF	125.95	46,274.03
Circulation desk	28.18	LF	645.00	18,176.10
Upper cabinets	65.31	LF	307.00	20,050.17
Council chambers desk	33.17	LF	645.00	21,394.65
Base cabinets (no counter tops)	296.46	LF	490.00	145,265.40
Patch drywall on existing walls	8,961.20	SF	0.62	5,555.94
Glass Walls	93.60	SF	97.00	9,079.20
Metal Stud Framing & Drywall	10,073.83	SF	14.90	150,100.07
Interior Aluminum Doors & Hardware	4.00	EA	3,425.00	13,700.00
Interior Storefront	326.83	SF	75.00	24,512.25
Hollow metal side lite frame	6.00	EA	505.00	3,030.00
In wall blocking	389.78	LF	12.00	4,677.36
Commercial single door, frame and hardware	27.00	EA	2,450.00	66,150.00
0050 - Upper Level Finishes Total				\$841,915.23
0130 Fire Protection				
Modify fire sprinkler system	12,934.00	SF	2.50	32,335.00
0130 - Fire Protection Total				\$32,335.00
0145 HVAC				
HVAC Budget	12,934.00	SF	50.00	646,700.00
0145 - HVAC Total				\$646,700.00
0146 Plumbing				
Plumbing fixtures	16.00	EA	7,500.00	120,000.00
Floor drain, 4"	6.00	EA	2,500.00	15,000.00

Description	Quantity	Unit	Unit Cost	Total
0146 - Plumbing Total				\$135,000.00
0160 Electrical				
Generator allowance	1.00	LS	200,000.00	200,000.00
Electrical Budget	12,934.00	SF	30.00	388,020.00
Low voltage & security	12,934.00	EA	7.00	90,538.00
A/V budget	12,934.00	SF	7.50	97,005.00
0160 - Electrical Total				\$775,563.00
001 - Upper Level Total				\$2,637,574.69

Indirect cost

Description	Total
Design contingency - 10%	263,757.47
Construction contingency - 5%	131,878.73
General Conditions - 8%	242,656.87
CM Fee - 3%	98,276.03
Design	122,740.64
CM Staff	83,257.46
Hazardous materials allowance	7,140.73
Building Permit	0.00
Reprographics	3,900.00
Commissioning	72,355.13
Owner's Representative	11,922.74
FF & E	149,380.82
Total Estimate	\$3,824,841.32

Estimate Table

Description	Quantity	Unit	Unit Cost	Total
002 Lower Level				
0020 Demolition				
Electrical Demo	8,546.00	SF	1.35	11,537.10
HVAC Demo	8,546.00	SF	3.00	25,638.00
Interior Gutting	8,545.93	SF	5.65	48,284.50
0020 - Demolition Total				\$85,459.60
0030 Foundation				
slab removal and replacement allowance	461.28	SF	25.00	11,532.00
0030 - Foundation Total				\$11,532.00
0040 Enclosure				
Water infiltration allowance	8,546.00	SF	1.17	9,998.82
0040 - Enclosure Total				\$9,998.82
0045 Roofing				
Roof patching allowance	8,546.00	SF	1.17	9,998.82
0045 - Roofing Total				\$9,998.82
0060 Lower Level Finishes				
Code Required signs	6.00	EA	96.35	578.10
4" Rubber Cove Base	2,337.00	LF	3.80	8,880.60
Sealed Concrete, SpecChem's Spec Hard	222.74	SF	1.25	278.43
Bathroom tile	215.37	SF	17.18	3,700.06
Floor Tile	799.78	SF	17.18	13,740.22
Entry Carpet	146.64	SF	14.50	2,126.28
Carpet	5,676.51	SF	6.12	34,740.24
Painting Drywall	27,685.53	SF	1.25	34,606.91
Drywall Bulkhead	204.04	SF	22.90	4,672.52
Paint Exposed Structure	86.94	SF	1.15	99.98
Drywall on metal framed ceiling. No insulation	1,772.81	SF	10.10	17,905.38
Acoustical Ceiling Tile	4,204.20	SF	6.05	25,435.41
A1 Acoustical ceiling tile	692.02	SF	15.00	10,380.30

Description	Quantity	Unit	Unit Cost	Total
Toilet Accessories	3.00	EA	645.00	1,935.00
Quartz Counter tops	168.37	SF	125.95	21,206.20
Base cabinets (no counter tops)	50.36	LF	490.00	24,676.40
Upper cabinets	19.70	LF	307.00	6,047.90
Reception Desk	20.46	LF	645.00	13,196.70
Patch drywall on existing walls	10,613.04	SF	0.62	6,580.08
Interior Storefront	156.90	SF	75.00	11,767.50
Metal Stud Framing & Drywall	11,024.37	SF	14.90	164,263.11
In wall blocking	243.66	LF	12.00	2,923.92
Hollow metal side lite frame	16.00	EA	505.00	8,080.00
Commercial single door, frame and hardware	23.00	EA	2,450.00	56,350.00
0060 - Lower Level Finishes Total				\$474,171.24
0130 Fire Protection				
Modify fire sprinkler system	8,546.00	SF	2.50	21,365.00
0130 - Fire Protection Total				\$21,365.00
0145 HVAC				
HVAC Budget	8,546.00	SF	50.00	427,300.00
0145 - HVAC Total				\$427,300.00
0146 Plumbing				
Plumbing fixtures	8.00	EA	7,500.00	60,000.00
Floor drain, 4"	4.00	EA	2,500.00	10,000.00
0146 - Plumbing Total				\$70,000.00
0160 Electrical				
Solar allowance	1.00	LS	250,000.00	250,000.00
Low voltage & security	8,546.00	EA	7.00	59,822.00
Electrical Budget	8,546.00	SF	30.00	256,380.00
A/V budget	8,546.00	SF	7.50	64,095.00
0160 - Electrical Total				\$630,297.00
002 - Lower Level Total				\$1,740,122.48

Indirect cost

Description	Total
Design contingency - 10%	174,012.25
Construction contingency - 5%	87,006.12
General Conditions - 8%	160,091.27
CM Fee - 3%	64,836.96
Design	80,977.33
CM Staff	54,928.56
Hazardous materials allowance	4,711.05
Building Permit	0.00
Reprographics	3,900.00
Commissioning	47,735.82
Owner's Representative	7,865.95
FF & E	98,553.01
Total Estimate	\$2,524,740.80

Date: 7/29/2021

Scope

Labor, material and equipment to remodel the Clive City Hall & Library

Description	Quantity	Unit	Unit Cost	Total
01 General Conditions				
Design contingency - 10%	10	%	\$2,351,458.20	\$ 235,145.82
General Conditions - 8%	8	%	\$2,704,176.93	\$ 216,334.15
CM Fee - 3%	3	%	\$2,920,511.08	\$ 87,615.33
CM Staff	1	LS	\$ 230,100.00	\$ 247,800.00
01 - General Conditions Totals				\$ 786,895.31
02 Existing Conditions				
Demo existing entrance	1	LS	\$ 10,000.00	\$ 10,000.00
Electrical Demo	17275	SF	\$ 1.57	\$ 27,121.75
Mechanical demo	17275	SF	\$ 2.50	\$ 43,187.50
Interior Gutting	17275	SF	\$ 4.66	\$ 80,501.50
Hazardous materials allowance	1	LS	\$ 30,000.00	\$ 30,000.00
02 - Existing Conditions Totals				\$ 160,810.75
03 Concrete				
Infil concrete wall	1	EA	\$ 1,000.00	\$ 1,000.00
New slab of existing entrance demo	65	SF	\$ 10.00	\$ 650.00
Remove and replace slab	1227.06	SF	\$ 4.67	\$ 5,730.37
03 - Concrete Totals				\$ 7,380.37
06 Wood , Plastic and Composites				
elevated platform	463.73	SF	\$ 15.00	\$ 6,955.95
In wall blocking	535.59	LF	\$ 6.35	\$ 3,401.00
Wood Veneer Panel - Finished	292.64	SF	\$ 10.70	\$ 3,131.25
Cubies, Plastic laminate	6.83	LF	\$ 375.00	\$ 2,561.25
Council Desk	39.8	LF	\$ 535.00	\$ 21,293.00
Reception Desk	25.42	LF	\$ 535.00	\$ 13,599.70
Quartz Counter tops	219.52	SF	\$ 110.00	\$ 24,147.20
Base cabinets (no counter tops)	134.96	LF	\$ 428.00	\$ 57,762.88
Plastic Laminate Counter tops	157.3	SF	\$ 21.40	\$ 3,366.22
Upper cabinets	69.09	LF	\$ 267.50	\$ 18,481.58
Solid Surface Counter tops	166.96	SF	\$ 90.00	\$ 15,026.40
Quartz Vanity Tops with Integral Bowls	87.57	SF	\$ 125.00	\$ 10,946.25
06 - Wood , Plastic and Composites Totals				\$ 180,672.68
07 Thermal and Moisture Protection				
Infill enclosure and existing entrance to be rem	150	SF	\$ 80.00	\$ 12,000.00
07 - Thermal and Moisture Protection Totals				\$ 12,000.00
08 Openings				
Commercial single door, frame and hardware	41	EA	\$ 2,140.00	\$ 87,740.00
Double doors, frame and hardware	2	EA	\$ 3,622.00	\$ 7,244.00

Interior Storefront	104.22	SF	\$ 42.80	\$ 4,460.62
Glazing in hollow metal frames	398.58	SF	\$ 30.00	\$ 11,957.40
Commercial single door, frame and hardware	2	EA	\$ 2,889.00	\$ 5,778.00
08 - Openings Totals				\$ 117,180.02
09 Finishes				
Refinish existing doors	9	EA	\$ 250.00	\$ 2,250.00
Metal Stud Framing & Drywall	17913.9	SF	\$ 15.00	\$ 268,708.50
LVT Flooring	1353.17	SF	\$ 7.25	\$ 9,810.49
Soffit 2' wide	24.23	LF	\$ 101.65	\$ 2,462.98
Bullet proof fiberglass	29.15	LF	\$ 50.00	\$ 1,457.50
Drywall Bulkhead	835.17	SF	\$ 20.00	\$ 16,703.40
VCT Flooring	1128.96	SF	\$ 2.67	\$ 3,014.32
Patching at existing walls	14387.64	SF	\$ 0.95	\$ 13,668.26
Rubber flooring, Ramflex by Mondo, 6MM	263.65	SF	\$ 11.25	\$ 2,966.06
Drywall on metal framed ceiling. No insulation	968.73	SF	\$ 10.00	\$ 9,687.30
Wall Tile	2573.97	SF	\$ 18.00	\$ 46,331.46
Floor Tile	1062.3	SF	\$ 16.05	\$ 17,049.92
Acoustical Ceiling Tile	14726.14	SF	\$ 5.25	\$ 77,312.23
Sealed Concrete, SpecChem's Spec Hard	437.68	SF	\$ 1.07	\$ 468.32
4" Rubber Cove Base	2947.53	LF	\$ 2.46	\$ 7,250.93
Carpet	13122.31	SF	\$ 5.08	\$ 66,661.33
Painting Drywall	30264.1	SF	\$ 0.78	\$ 23,606.00
Painting Drywall	9026	SF	\$ 1.00	\$ 9,026.00
Paint Door Frames	47	EA	\$ 53.50	\$ 2,514.50
09 - Finishes Totals				\$ 580,949.50
10 Specialties				
Toilet Partitions	12	EA	\$ 1,035.00	\$ 12,420.00
Urinal Screens	1	EA	\$ 400.00	\$ 400.00
Garment Hooks	32	EA	\$ 77.00	\$ 2,464.00
Fire Extinguisher & Cabinet	8	EA	\$ 309.00	\$ 2,472.00
Signage	51	EA	\$ 133.00	\$ 6,783.00
Fixed Markerboards 4 x 5	15	EA	\$ 545.00	\$ 8,175.00
Fixed Markerboards 4 x 8	6	EA	\$ 645.00	\$ 3,870.00
Toilet Accessories	17	EA	\$ 535.00	\$ 9,095.00
10 - Specialties Totals				\$ 45,679.00
11 Equipment				
Microwave, Residential	3	EA	\$ 517.00	\$ 1,551.00
Refrigerator, Residential Side by Side	3	EA	\$ 1,449.00	\$ 4,347.00
Under counter refrigerator	1	EA	\$ 375.00	\$ 375.00
Dishwasher, Residential	3	EA	\$ 588.00	\$ 1,764.00
Coffee Maker, Commercial	5	EA	\$ 374.00	\$ 1,870.00
11 - Equipment Totals				\$ 9,907.00
12 Furnishing				
Roller Shades by LF	285.73	LF	\$ 32.10	\$ 9,171.93

12 - Furnishing Totals					\$ 9,171.93
21 Fire Suppression					
Aersol Fire System for IT room	1	LS	\$ 25,000.00		\$ 25,000.00
Fire sprinkler modifications	17275	SF	\$ 1.50		\$ 25,912.50
21 - Fire Suppression Totals					\$ 50,912.50
22 Plumbing					
Plumbing Budget	17275	SF	\$ 6.82		\$ 117,815.50
22 - Plumbing Totals					\$ 117,815.50
23 Heating, Ventilating and Air-Conditioning (HVAC)					
HVAC Budget	17275	SF	\$ 20.00		\$ 345,500.00
23 - Heating, Ventilating and Air-Conditioning (HVAC) Totals					\$ 345,500.00
26 Electrical					
Site light bollards	19	EA	\$ 1,500.00		\$ 28,500.00
Electrical Budget	17275	SF	\$ 15.43		\$ 266,553.25
Under counter panic hardware	1	LS	\$ 750.00		\$ 750.00
100 KW generator	1	EA	\$ 150,000.00		\$ 150,000.00
Exterior Lighting allowance	1	LS	\$ 5,000.00		\$ 5,000.00
26 - Electrical Totals					\$ 450,803.25
27 Communications					
New pathway & floor box	19	EA	\$ 2,000.00		\$ 38,000.00
27 - Communications Totals					\$ 38,000.00
28 Electronic Safety And Security					
Conference Room A/V Allowance	1	EA	\$ 7,500.00		\$ 7,500.00
Security Camera's	6	EA	\$ 4,250.00		\$ 25,500.00
Office A/V allowance	10	EA	\$ 2,500.00		\$ 25,000.00
Council Chambers A/V Allowance	1	EA	\$ 20,000.00		\$ 20,000.00
Office A/V Allowance	5	EA	\$ 2,500.00		\$ 12,500.00
Conference Room A/V allowance	3	EA	\$ 10,000.00		\$ 30,000.00
Access control head end equipment	1	LS	\$ 7,500.00		\$ 7,500.00
Community Room A/V Allowance	2	EA	\$ 3,000.00		\$ 6,000.00
Fire Alarm modifications	17275	SF	\$ 1.80		\$ 31,095.00
Card Reader	6	EA	\$ 3,500.00		\$ 21,000.00
28 - Electronic Safety And Security Totals					\$ 186,095.00
32 Exterior Improvements					
Remove and replace sidewalks for site bollard	748.57	SF	\$ 10.00		\$ 7,485.70
32 - Exterior Improvements Totals					\$ 7,485.70
Construction Total					\$3,122,258.51
Indirect Costs					
Design	1	LS	\$ 195,500.00		\$ 195,500.00
Construction Contingency - 5%	5	%	\$2,351,458.20		\$ 117,572.91
Building Permit	1	LS	\$ -		\$ -
Commissioning	1	LS	\$ 10,000.00		\$ 10,000.00

Reprographics	1	LS	\$ 10,000.00	\$ 10,000.00
Owner's Representative	1	LS	\$ 50,000.00	\$ 50,000.00
FF & E	1	LS	\$ 60,000.00	\$ 60,000.00
Market Conditions	10	%	\$2,351,458.20	\$ 235,145.82
Grand TotalTotal				\$3,800,477.24